

**MAYOR**

Andrew Przybylo

**TRUSTEES**

George D. Alpogianis

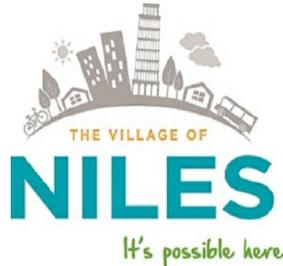
John C. Jekot

Joe LoVerde

Danette O'Donovan Matyas

Denise M. McCreery

Dean Strzelecki



**VILLAGE MANAGER**

Steven C. Vinezeano

**VILLAGE CLERK**

Marlene J. Victorine

Phone: (847) 588-8000

Fax: (847) 588-8051

[www.vniles.com](http://www.vniles.com)

1000 Civic Center Drive, Niles, Illinois 60714

**AGENDA**  
**NILES VILLAGE BOARD MEETING**  
**COUNCIL CHAMBERS**  
**April 26, 2016**  
**7:00 PM**

**REGULAR MEETING**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS**

Results of March 15, 2016 Primary Election - Village of Niles Referenda

Arbor Day Celebration - April 29, 2016, 2:30 p.m. at Nelson School and Announcement of Arbor Day Poster Contest Winners

Building Safety Month - May 2016

National Nursing Home Week - May 8-14, 2016

VFW "Buddy" Poppy Day - May 14, 2016

Emergency Medical Services (EMS) Week - May 15-21, 2016

National Police Week - May 15-21, 2016

National Public Works Week - May 15-21, 2016

**PRESENTATIONS**

Certificates of Appreciation to Students who Travelled to Pisa, Italy with Niles Sister Cities Association in Commemoration of the 25th Anniversary of the Twinning of Niles and Pisa

Legislative Report (Senator John Mulroe)

Community Garden Fundraiser Kick-Off (Hadley Skeffington-Vos and Katy Darr)

Police Department S.C.R.A.M. Program Update (Sgt. Robert Tornabene)

Village of Niles Tree Program (Forester Tony Dati)

**ANNOUNCEMENTS**

March 2016 PEER (Promoting Employee Excellence through Recognition) Award to Cathy Spadoni, General Government Department

Niles Free Bus System Service Changes Begin May 2 (Public Services Director Mary Anderson)

**COMMITTEE REPORTS**

Finance Committee (Trustee LoVerde)  
 Stormwater Commission (Trustee LoVerde)  
 General Government / IT Committee (Trustee Alpogianis)  
 Northwest Municipal Conference (Trustee Jekot)  
 Solid Waste Agency of Northern Cook County (Trustee Jekot)  
 Human Services Committee (Trustee Jekot)  
 Public Services Committee (Trustee Matyas)  
 Building and Zoning Committee (Trustee McCreery)  
 Economic Development and Neighborhood Renewal Ad Hoc Commission (Trustee McCreery)  
 Public Safety / Economic Enhancement Committee (Trustee Strzelecki)

**PUBLIC COMMENTS**

The floor is open for public comments on New Business agenda items only. Please step up to the microphone, state your name and city, and make your comment. You will be allotted three minutes. Please make sure you sign in at the reception desk.

**CONSENT AGENDA-NEW BUSINESS**

- Item 1** Approval of Minutes - March 22, 2016 Regular Board Meeting
- Item 2** Resolution Authorizing a Mutual Aid Agreement for Emergency Medical Service (EMS) Billing with the North Maine Fire Protection District
- Item 3** Resolution Authorizing the Renewal of the Lease Agreement and Vehicle Storage Agreement with SVAP Golf Mill Retail, L.P. for Niles Teen Center for One Year in the Amount of \$16,200
- Item 4** Resolution Authorizing the Sale and/or Disposal of Personal Property Various Equipment
- Item 5** Resolution Ratifying a Memorandum of Understanding Between the Village of Niles and the Community and Economic Development Association (CEDA) of Cook County to Provide Free On-Site Services for Residents of the Village of Niles
- Item 6** Illinois Department of Transportation Motor Fuel Tax Compliance Review Report Covering the Period of January 1, 2015 to December 31, 2015 Presented to the Board of Trustees for Filing

**NEW BUSINESS**

- Item 1** Ordinance Approving a Special Use to Allow a Building Height Exceeding the Allowed 36 Feet Located at 9020-9196 Golf Road (16-ZP-11) Trustee McCreery
- Item 2** Ordinance Approving Special Uses to Allow a Vehicle Repair Shop and Sales Business with Outdoor Inventory and Storage Located at 9207 Milwaukee Avenue (16-ZP-12) Trustee McCreery
- Item 3** Ordinance Approving a Special Use to Allow a Medical Wellness Clinic and Parking Credits at 7437 N Harlem Avenue (16-ZP-13) Trustee McCreery
- Item 4** Ordinance Approving the Cost of Living Adjustment for the Employees of the Village of Niles from May 1, 2016 to April 30, 2017 Trustee Alpogianis
- Item 5** Resolution Authorizing an Agreement with PMA Financial Network, Inc., and Trustee LoVerde

PMA Securities, Inc., to Provide Investment Services for the Village of Niles

- |                |  |                    |
|----------------|--|--------------------|
| <b>Item 6</b>  | Ordinance Amending Chapter 102 Utilities, Sec. 102-123 Water Rates Established and Appendix D Fee Schedule   | Trustee LoVerde    |
| <b>Item 7</b>  | Ordinance Imposing a Six-Month Moratorium on New Businesses that are Engaged in the Sale of Tobacco Products as a Primary Activity, on All Businesses Who Sell Paraphernalia Associated with Smoking and on New Businesses Where the Primary Activity is Smoking | Trustee McCreery   |
| <b>Item 8</b>  | Ordinance Amending Chapter 94 Taxation, Sec. 94-271 Tax Imposed on Motor Fuel  | Trustee LoVerde    |
| <b>Item 9</b>  | Resolution Authorizing a Contract Extension and Amendment of the Village's Annual Sidewalk and Curb/Gutter Program with Schroeder and Schroeder, Inc.  | Trustee Matyas     |
| <b>Item 10</b> | Resolution Endorsing the Metropolitan Mayors Caucus' Greenest Region Compact 2 (GRC2)  | Trustee Alpogianis |
| <b>Item 11</b> | Purchase and Installation of a Soft Cloth Drive Thru Car Wash and Blow Dryer for 7104 Touhy from NS Corporation  | Trustee Matyas     |
| <b>Item 12</b> | Purchase of Design Services for Construction of Street Light Fixtures from Sternberg Lighting as Part of the Milwaukee Avenue Street Lighting Project  | Trustee Matyas     |

#### **FINANCIAL REPORTS**

Treasurer's Report - March 2016

#### **NEXT MEETINGS**

May 10, 2016 Special Meeting - Executive Session regarding Collective Bargaining at 5:30 p.m.

May 10, 2016 - Informal Consideration regarding Community Development Organizational Analysis, Matrix Consultants, at 7:00 p.m.

May 24, 2016 - Regular Meeting at 7:00 p.m.

#### **PUBLIC COMMENTS**

#### **ADJOURNMENT**

# PROCLAMATION

## RESULTS OF MARCH 15, 2016 PRESIDENTIAL PRIMARY ELECTION VILLAGE OF NILES REFERENDA

**WHEREAS**, on the 15<sup>th</sup> day of March, 2016, there was held in and for the Village of Niles, Cook County, Illinois, a Presidential Primary Election, and three referenda questions for the Village of Niles appeared on the ballot; and

**WHEREAS**, said election was regularly called and held as provided by law, and the returns of said election, the Official Certificate of Results from Cook County Clerk David Orr's office, have been filed with the Village Clerk of the Village of Niles, and the returns are now before the President and Board of Trustees; and

**WHEREAS**, on April 5, 2016, the Cook County Clerk's Office, having completed a canvass of all votes cast for Village of Niles Referenda, hereby certified the following total votes:

### **Referendum No. 1: VILLAGE OF NILES PROGRAM FUNDING (Advisory)**

Should the Village of Niles continue to fund its current social, health and economic programs, which include the Senior Center, Family Services, Teen Center and the Family Fitness Center, for families and individuals?

	<u>Yes</u>	<u>No</u>	<u>Total Votes</u>
Maine Township	3,805	492	4,297
Niles Township	<u>1,920</u>	<u>253</u>	<u>2,173</u>
	5,725	745	6,470

### **Referendum No. 2: VILLAGE OF NILES TRUSTEE VACANCIES (Binding)**

Shall vacancies in the office of Village Trustee be filled by appointment by the Mayor with the advice and consent of the Village Board as provided for in Section 3.1-10-50 of the Illinois Municipal Code?

	<u>Yes</u>	<u>No</u>	<u>Total Votes</u>
Maine Township	1,824	2,466	4,290
Niles Township	<u>883</u>	<u>1,289</u>	<u>2,172</u>
	2,707	3,755	6,462

**Referendum No. 3: VILLAGE OF NILES PROPERTY ENHANCEMENT (Advisory)**

Should the Village enhance the Leaning Tower property and properties adjoining, with initiatives providing for stores, open space and entertainment?

	<u>Yes</u>	<u>No</u>	<u>Total Votes</u>
Maine Township	2,783	1,550	4,333
Niles Township	<u>1,432</u>	<u>756</u>	<u>2,188</u>
	4,215	2,306	6,521

**NOW, THEREFORE**, the President and Board of Trustees of the Village of Niles, Cook County, Illinois hereby proclaim and declare:

There being more YES votes than NO votes, Referendum No. 1 Program Funding and Referendum No. 3 Property Enhancement succeed.

There being more NO votes than YES votes, Referendum No. 2 Trustee Vacancies fails.

Dated this 26<sup>th</sup> day of April, 2016.

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Andrew Przybylo, President  
Village of Niles

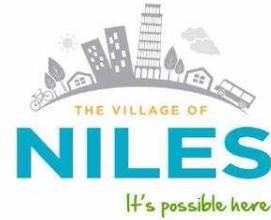
Attested:

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Marlene J. Victorine  
Village Clerk



# Proclamation



## ARBOR DAY April 29, 2016

**WHEREAS**, Arbor Day, originally proposed in Nebraska in 1872 as a special day to be set aside for the planting of trees, is now observed throughout the nation and the world; and

**WHEREAS**, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

**WHEREAS**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

**WHEREAS**, in 2015 the Village of Niles was designated as Tree City USA and planted 387 trees in the Village right-of-ways, increasing property values, enhancing the economic vitality of business areas and beautifying our community; and

**WHEREAS**, the Village of Niles is celebrating Arbor Day at Nelson School on **Friday, April 29 at 2:30 p.m.** with the ceremonial planting of an Emerald City tulip tree.

**NOW, THEREFORE**, Mayor Andrew Przybylo and the Board of Trustees of the Village of Niles, Illinois, do hereby proclaim April 29, 2016, as

### ARBOR DAY

in the Village of Niles, and urge all citizens to support efforts to protect our trees and woodlands, and to plant trees to promote the well-being of this and future generations.

Dated this 26<sup>th</sup> day of April, 2016.

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Andrew Przybylo, President

Attested:

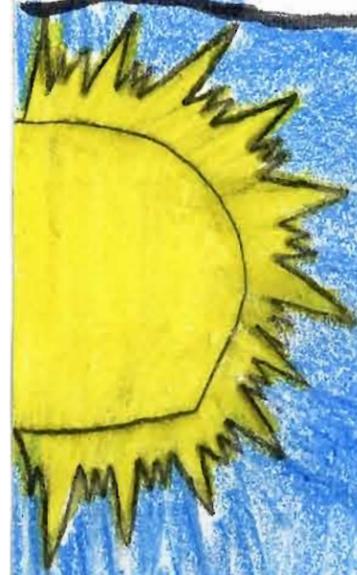
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Marlene J. Victorine, Village Clerk



- Trees give us Oxygen which is what we breathe.
- Trees give us things such as pistachios, Coconut's, brazil nuts, papaya's, almonds, walnuts, Paper, theobroma cacao, brazil nuts, and much more.
- Animals such as birds use tree's as home's.
- It is good exercise and a great way to let out your energy when you climb or swing on tree's.
- the oldest tree is about 2000. This tree has grown with us and the things it has done for us is unhamable.
- trees get hurt by taking damage to their trunks, their trunks are the bottom of the tree. We help tree trunks we help tree's.
- Tree's can do many things that are strange but the strangest thing that they have done is help everything by just standing.
- Tree's grow for a reason and that reason is to help the world and the environment.

# Trees Help Everyone!



People should not cut trees because it kills nature. That's why you save paper.

Mark Twain  
School  
Lazar S.



Trees should be used for apple picking and tree-houses.

# Trees Grow With

# US and For US!

Trees are important because trees give us oxygen and food and that helps us survive in the earth.

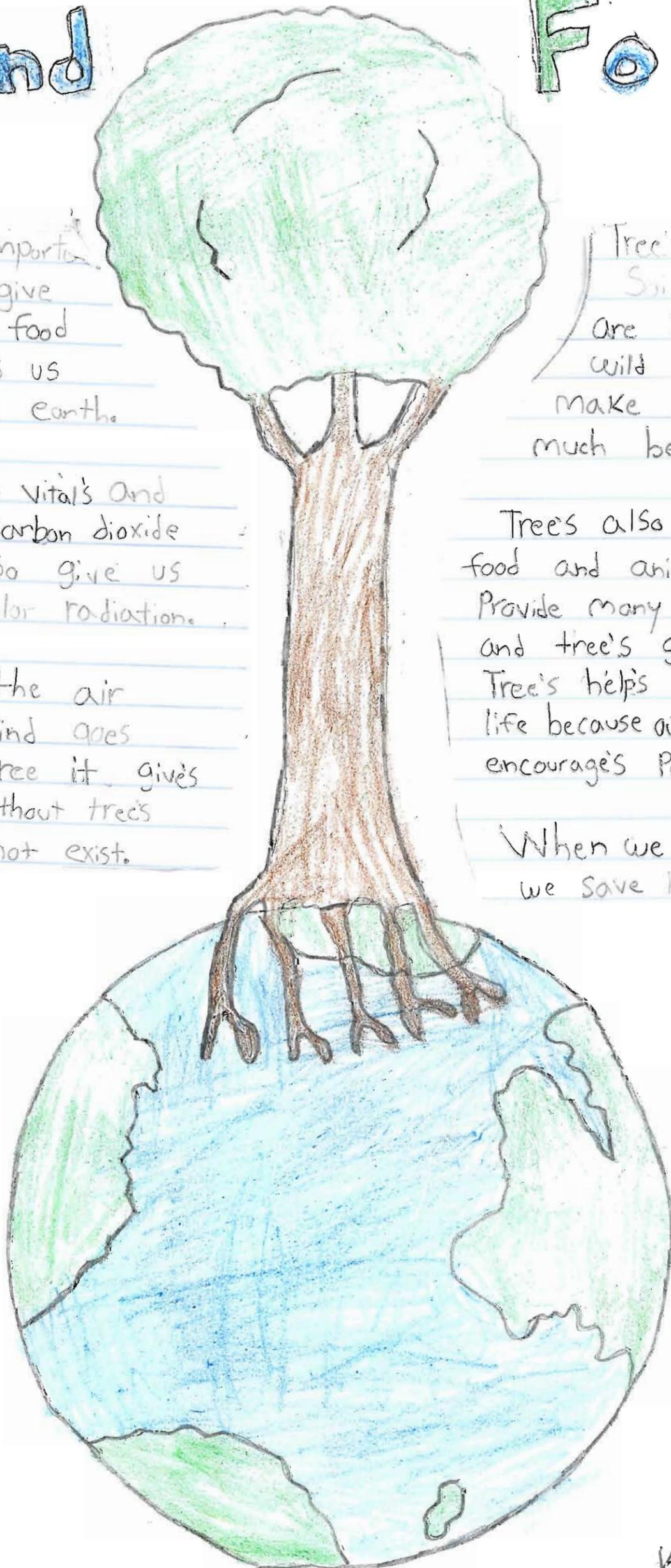
Trees are also vital and they store carbon dioxide and trees also give us shade from solar radiation.

Trees cool the air when the wind goes through the tree it gives us cold air. Without trees humans would not exist.

Trees clean our soil and they are supporting the wild life. Also trees make our environment much better.

Trees also give us human's food and animal's food. Trees provide many household items and trees give us paper. Trees help living a healthy life because our green environment encourages people to exercise.

When we save trees we save lives.



Krish P.  
Mark Twain School



# Proclamation

## Building Safety Month – May 2016

**WHEREAS**, the Village of Niles’ continuing efforts to address the critical issues of safety, energy efficiency, water conservation and resilience in the built environment give us confidence that our structures are safe and sound; and

**WHEREAS**, our confidence is achieved through the devotion of vigilant guardians – building safety and fire prevention officials, architects, engineers, builders, and others in the construction industry – who work year-round to ensure the safe construction of buildings; and

**WHEREAS**, these guardians – dedicated members of the International Code Council – develop and implement the highest quality codes to protect Americans in the buildings where we live, learn, work, worship and play; and

**WHEREAS**, the International Code Council sponsors Building Safety Month to remind the public about the critical role of our communities’ largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings; and

**WHEREAS**, the implementation of the International Codes, which include safeguards to protect the public from natural disasters such as snowstorms, tornadoes, floods and earthquakes, have saved countless lives; and

**WHEREAS**, the theme for Building Safety Month 2016, “Building Codes: Driving Growth through Innovation, Resilience and Safety,” encourages all Americans to be aware of the importance of safe and resilient construction, fire prevention, disaster mitigation, water safety and conservation, energy efficiency and new technologies in the construction industry.

**NOW, THEREFORE**, Mayor Andrew Przybylo and the Board of Trustees of the Village of Niles, Illinois, do hereby proclaim **MAY 2016** as **BUILDING SAFETY MONTH** in the Village of Niles and encourage all citizens to consider projects to improve building safety and sustainability at home and in the community.

Dated this 26<sup>th</sup> day of April, 2016.

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Andrew Przybylo, President

Attested:

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Marlene J. Victorine, Village Clerk

# Proclamation

## NATIONAL NURSING HOME WEEK

May 8 – 14, 2016

**WHEREAS**, residents now residing in nursing homes have contributed immeasurably to the heritage, success and growth of our community; and

**WHEREAS**, nursing home residents of any age or ability are themselves living history and a precious resource; and

**WHEREAS**, all citizens are urged to visit a loved one, friend or family member residing in a care setting and offer a kind word, a personal touch, and spend time participating in various activities as a way to show love and support; and

**WHEREAS**, the Village of Niles is committed to quality health care, we take this moment to embrace the spirit of the theme, “It’s a Small World, with a Big Heart.” Let us join all residents, patients, caregivers, nurses, staff and visitors in celebrating their special week.

**NOW, THEREFORE**, Mayor Andrew Przybylo and the Board of Trustees of the Village of Niles do hereby proclaim the week of May 8 to 14, 2016 as National Nursing Home Week, a week to honor our valuable citizens who receive care and those dedicated to giving care that make a positive difference in our lives every day.

Dated this 26<sup>th</sup> day of April, 2016

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Andrew Przybylo, President

Attested:

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Marlene J. Victorine, Village Clerk

# Proclamation

## VFW “BUDDY” POPPY DAY May 14, 2016

**WHEREAS**, 2016 marks the 94<sup>th</sup> Anniversary of the World War I “Buddy” Poppy; and

**WHEREAS**, the annual sale of “Buddy” Poppies by the Veterans of Foreign Wars of the United States has been officially recognized and endorsed by governmental leaders since 1922; and

**WHEREAS**, VFW “Buddy” Poppies are assembled by disabled veterans, and the proceeds of this worthy fundraising campaign are used exclusively for the benefit of disabled and needy veterans, and the widows and orphans of deceased veterans; and

**WHEREAS**, the basic purpose of the annual sale of “Buddy” Poppies by the Veterans of Foreign Wars is eloquently reflected in the desire to “Honor the Dead by Helping the Living”; and

**WHEREAS**, Niles Memorial VFW Post 7712 is celebrating its 51st annual “Buddy” Poppy salute to Veterans, and will conduct its annual sale of “Buddy” Poppies on May 12, 13, and 14, 2016 at various locations in the Village of Niles.

**NOW, THEREFORE**, Mayor Andrew Przybylo and the Board of Trustees of the Village of Niles do hereby proclaim May 14, 2016 as “Buddy” Poppy Day in the Village of Niles and do hereby urge the citizens of this community to recognize the merits of this cause by contributing generously to its support through the purchase of “Buddy” Poppies on the days set aside for the distribution of these symbols of appreciation for the sacrifices of our honored dead.

Dated this 26th day of April, 2016.

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Andrew Przybylo, President

Attested:

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Marlene J. Victorine, Village Clerk

# Proclamation

## Emergency Medical Services (EMS) Week May 15-21, 2016

**WHEREAS**, Emergency Medical Services (EMS) is a vital public service, with members of EMS teams ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, the EMS system consists of first responders, emergency medical technicians, paramedics, firefighters, educators, administrators, emergency nurses, emergency physicians, and others; and

**WHEREAS**, the members of EMS teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of EMS providers by designating Emergency Medical Services Week; and

**WHEREAS**, the Niles Fire Department is celebrating 70 years of dedicated ambulance service to the Village of Niles and exemplifies this year's theme, EMS Strong.

**NOW, THEREFORE**, Mayor Andrew Przybylo and the Board of Trustees of the Village of Niles, Illinois, do hereby proclaim May 15-21, 2016 as **EMERGENCY MEDICAL SERVICES WEEK** in the Village of Niles.

Dated this 26<sup>th</sup> day of April, 2016.

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Andrew Przybylo, President

Attested:

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Marlene J. Victorine, Village Clerk

# Proclamation

## NATIONAL POLICE WEEK MAY 15-21, 2016

**WHEREAS**, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Niles Police Department; and

**WHEREAS**, some 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries; and

**WHEREAS**, since the first recorded death in 1791, over 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, including one member of the Niles Police Department; and

**WHEREAS**, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C. and the names of 252 fallen heroes will be added this spring, including 137 officers killed in 2015; and

**WHEREAS**, May 15 is designated as National Peace Officers Memorial Day, in honor of all fallen officers and their families; and

**WHEREAS**, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial 28<sup>th</sup> Annual Candlelight Vigil on the evening of Friday, May 13, 2016 in Washington, DC.

**NOW, THEREFORE**, Mayor Andrew Przybylo and the Board of Trustees of the Village of Niles, Illinois, do hereby proclaim May 15-21, 2016, as

### NATIONAL POLICE WEEK 2016

in the Village of Niles, and publicly salute the service of law enforcement officers in our community and in communities across the nation.

Dated this 26<sup>th</sup> day of April, 2016.

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Andrew Przybylo, President

Attested:

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Marlene J. Victorine, Village Clerk

# Proclamation

## National Public Works Week May 15-21, 2016

**WHEREAS**, public works services provided in our community are an integral part of our citizen's everyday lives; and

**WHEREAS**, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets, signs, trees, street lighting and public buildings; and

**WHEREAS**, the health, safety and comfort of this community greatly depend on these facilities and services; and

**WHEREAS**, the quality and effectiveness of these services are vitally dependent upon the efforts and skills of public works officials; and

**WHEREAS**, the efficiency of the dedicated personnel who staff public works departments is influenced by the understanding of the importance of the work they perform.

**NOW, THEREFORE**, Mayor Andrew Przybylo and the Board of Trustees of the Village of Niles, Illinois, do hereby proclaim May 15-21, 2016 as **NATIONAL PUBLIC WORKS WEEK** in the Village of Niles and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works staff make every day to our health, safety, comfort and quality of life. Public Works can and should take pride in sustaining life itself.

Dated this 26<sup>th</sup> day of April, 2016.

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Andrew Przybylo, President

Attested:

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Marlene J. Victorine, Village Clerk

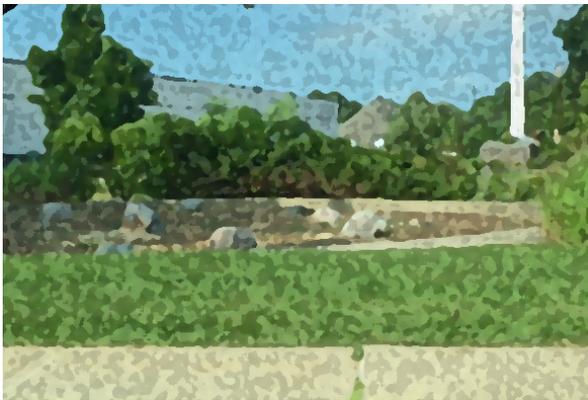
## Garden Site

The community garden will transform an unused plot of land at 7087 N Franks Avenue, which once was Jozwiak Park, into a productive garden and educational experience.

The area will be managed by the Village of Niles, but will be maintained and enhanced entirely by community volunteers and financed through grants and local donations.

## Mission

The community garden helps build community by providing educational opportunities to develop organic sustainable food systems, by beautifying our neighborhoods and by increasing outdoor activity.



## If you would like to...

-  **Join the community garden**
-  **Make a donation to support the community garden**
-  **Or learn more about the community gardening**
-  **Donate land to be used as a future community garden**

## Contact

The Village of Niles  
(847) 588-8013  
info@vniles.com



## Help Wanted

### Name the Garden

Visit the Village of Niles website at [www.vniles.com](http://www.vniles.com) to vote for a name for the community garden.



# NILES

*It's edible here*

## Niles Community Garden A Neighborhood Effort

7087 North Franks Avenue  
Niles, IL 60714

*"A place for you and your plants to grow"*



For more information please visit [www.vniles.com](http://www.vniles.com).

## Why Community Gardens?

The interest and need for community gardens continues to grow! Unused areas of land provide garden space for those without land or those who want to benefit from community-building and learning opportunities that community gardens provide.

Community gardens also play a role in fighting hunger, improving health and nutrition, and developing leadership skills for all ages.

- Know where your food comes from
- Make new friends
- Save money on grocery bills
- Improve your sense of accomplishment
- Connect to the environment

## Community Garden Features

- (24) 4' x 8' x 1' Garden Plots for Rent
- (1) 4' x 8' x 1' Demonstration Plot
- (1) 4' x 8' x 3' Intergenerational Garden, proceeds will benefit the Niles Food Pantry
- 3 Water Spigots
- Central Handicap Accessible Path
- Community Tool Shed
- 3 Composting Bins
- 4 Rain Barrels (Courtesy of the MWRD)
- 2'-3' Woodchip Paths
- Fence (to prohibit wildlife)
- Educational Signage

## GIVE BACK TO THE COMMUNITY YOU LOVE!

### *Volunteer to Build...*

Volunteer to help build the community garden! Volunteers are needed to build 26 garden beds, spread mulch, install composting bins, and distribute soil and compost.

### *...Volunteer to Maintain*

The Village will be in need of volunteers in 2017 to maintain the demonstration and intergenerational gardens and keep the entire site weed-free. Harvest proceeds will be donated to the Niles Food Pantry.

### *Donate to Build...*

In order to make the vision of the Niles Community Garden a reality, we need support from local businesses and residents. Multiple sponsorship opportunities are available.

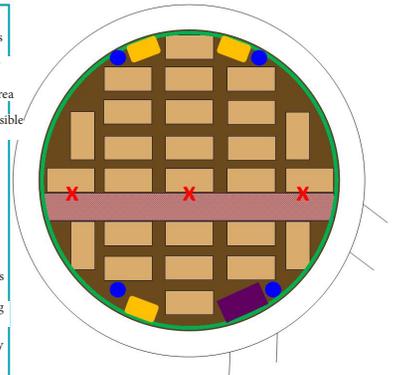
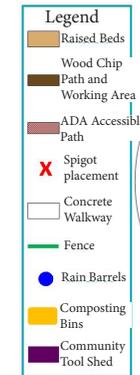
### *...Donate to Maintain*

## Join the Community Garden

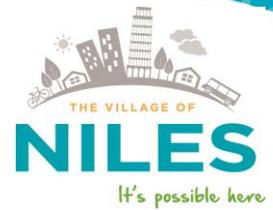
Twenty-four public plots will open for rent in January 2017 along with two volunteer-maintained demonstration plots. The rental process will include an application with guidelines for maintaining a plot and a small \$20.00 fee to help offset the cost of water and maintenance.

The two volunteer-maintained plots include a demonstration and intergenerational garden, both supplying fresh produce for donation to the Niles Food Pantry.

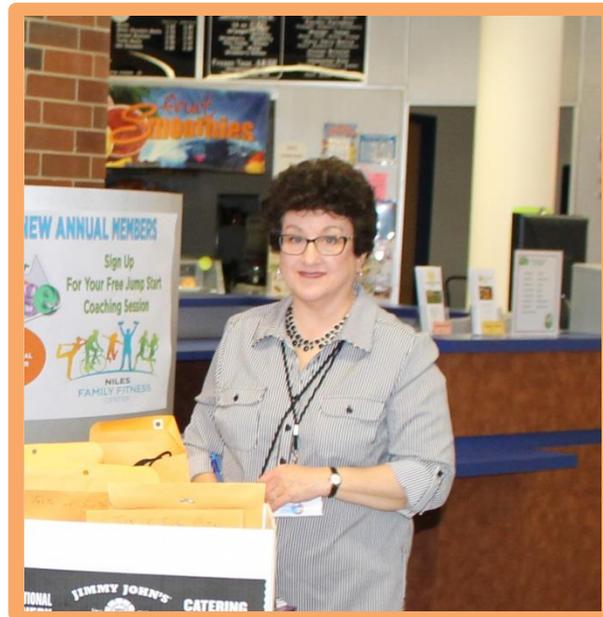
The intergenerational garden plot will provide the opportunity for senior residents to pass on knowledge and skills to the younger generations. This garden will be raised approximately 3 feet so volunteers can work in the garden without having to stoop down. The garden will also feature a handicap accessible path.



# NILES PEER AWARD

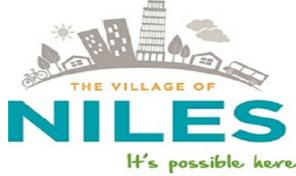


## March PEER Award Winner Cathy Spadoni

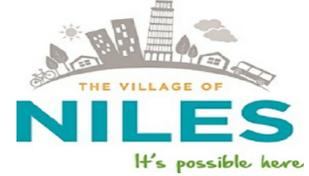


General Government employee Cathy Spadoni was voted as March 2016's PEER Award winner by the Niles Employee Recognition Committee. This committee, made up of employees from each department, reviewed five nominations. Cathy was nominated and awarded for serving as the staff leader for the Niles Taste of Sister Cities event and going above and beyond her normal duties. Cathy volunteered long hours after work making sure all facets of the event were taken care of including finding volunteers, setting the schedules, working with vendors and leading the set-up and clean-up of the event.

Cathy's nomination from her fellow coworker noted that the Taste of Sister Cities event was a major success for Niles Sister Cities and she believes Cathy is responsible for much of the success. The Village thanks Cathy for her excellent service and volunteerism to the Village of Niles.



BOARD AGENDA ITEM EXPLANATION FORM



Approval of Minutes - March 22, 2016 Regular Board Meeting

Meeting Date 4/26/2016

Item Number 1

Requested by Marlene Victorine, Village Clerk

Action Requested

Prepared by Marlene Victorine, Village Clerk

Assigned to:

ATTACHMENTS:

Type	Description
Minutes	March 22, 2016 Regular Meeting Minutes

MOTION

I move for Board approval of the minutes of the March 22, 2016 Regular Board Meeting.

REASON FOR REQUEST / BACKGROUND

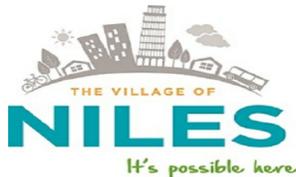
Will this action involve an expenditure of funds?  No

If yes, is this a budgeted item?

ORG#  Total Amount for Approval

ACCT#  Budget Amount

Variance



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Authorizing a Mutual Aid Agreement for Emergency Medical Service (EMS) Billing with the North Maine Fire Protection District

Meeting Date 4/26/2016

Item Number 2

Requested by Steven Borkowski, Fire Chief

Action Requested RESOLUTION

Prepared by Steven Borkowski, Fire Chief

Assigned to:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Agreement	EMS Billing Agreement

MOTION

I move for Board approval of a Resolution authorizing a Mutual Aid Agreement for Emergency Medical Service (EMS) Billing with the North Maine Fire Protection District.

REASON FOR REQUEST / BACKGROUND

This agreement is being revised to adjust the fee structure for ambulance service. The agreement adheres to Medicare/Medicaid rules which require the included entities to have the same ambulance fee structure to accommodate residents in mutual aid situations. This is a similar agreement that was approved last month between Morton Grove, Skokie and Niles.

Will this action involve an expenditure of funds?  No

If yes, is this a budgeted item?

ORG#  Total Amount for Approval \$

ACCT#  Budget Amount \$

Variance \$

## **RESOLUTION 2016-**

### **RESOLUTION AUTHORIZING A MUTUAL AID AGREEMENT FOR EMERGENCY MEDICAL SERVICE (EMS) BILLING WITH NORTH MAINE FIRE PROTECTION DISTRICT**

**WHEREAS**, the North Maine Fire Protection District, Cook County, Illinois and the Village of Niles (Niles), Illinois are geographically near one another, and

**WHEREAS**, the North Maine Fire Protection District and the Village of Niles each render Emergency Medical Services and Ambulance Transportation Services for persons within each other's jurisdiction when the ambulance unit or crew from the other jurisdiction is unavailable.

**NOW, THEREFORE, BE IT RESOLVED** that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the President or his designee of the Village of Niles to execute the Mutual Aid Agreement with the North Maine Fire Protection District, effective May 1, 2016.

**PASSED:** This 26<sup>th</sup> day of April, 2016

**YEAS:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**APPROVED** by me this 26<sup>th</sup> day of April, 2016.

---

President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 26<sup>th</sup> day of April, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

---

Village Clerk

**MUTUAL AID AGREEMENT**  
**EMERGENCY MEDICAL SERVICE (EMS) BILLING**

**THIS MUTUAL AID AGREEMENT** ('Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the North Maine Fire Protection District, Cook County, Illinois and the Village of Niles, Illinois.

**WHEREAS**, the North Maine Fire Protection District, Cook County, Illinois and the Village of Niles (Niles), Illinois are geographically near one another, and

**WHEREAS**, the North Maine Fire Protection District and the Village of Niles each render Emergency Medical Services and Ambulance Transportation Services for persons within each other's jurisdiction when the ambulance unit or crew from the other jurisdiction is unavailable, and

**WHEREAS**, the North Maine Fire Protection District and the Village of Niles have enacted ordinances implementing identical pricing structures for emergency medical services.

**NOW, THEREFORE**, the parties wish to have a mutual aid agreement as set forth below:

1. Mutual Aid – It is the purpose of the agreement that, if the ambulance from one of the jurisdictions is unavailable, the ambulance service from the other jurisdiction, pursuant to the Mutual Aid Box Alarm System Agreement dated on or about June 27, 1989, shall assist and provide emergency ambulance transportation, whenever possible.
2. Rates – Currently both jurisdictions has the same pricing structure as follows:

Resident

BLS	\$650.00
ALS-1	\$800.00
ALS-2	\$950.00
ALS/BLS Mileage	\$15 per mile

Non-Resident

BLS	\$825.00
ALS-1	\$1,025.00
ALS-2	\$1,175.00
ALS/BLS Mileage	\$15 per mile

3. Definitions:

- Resident – A “Resident” is a patient who maintains a primary residence with a mailing address located in one of the jurisdictions.
- Requesting Jurisdiction – The “Requesting Jurisdiction” is the jurisdiction requesting Mutual Aid.
- Responding Jurisdiction - The “Responding Jurisdiction” is the jurisdiction providing Mutual Aid.

4. Billing – When an ambulance owned and operated by one of the jurisdictions responds to a request for Mutual Aid from the other jurisdiction and transports any patient pursuant to said request, it is agreed that the jurisdiction that transports the patient is authorized to bill that patient in accordance with the rate structure of the Requesting Jurisdiction, in effect at the time of transport.

5. Insurance Assignment:

A. Residents of the Responding Jurisdiction:

Each Jurisdiction shall accept payment assigned by a qualifying insurance carrier (Medicare, Medicaid, Federal health care programs or private) for ambulance services rendered to all residents of the Responding Jurisdiction, regardless of the location at which the Responding Jurisdiction provided treatment or transportation. Amount(s) billed in excess of that paid by the resident’s insurance carrier are considered “co-payment”. Each Jurisdiction has elected to accept its own resident’s payment of applicable taxes as satisfaction of any co-payment obligations.

B. Residents of the Requesting Jurisdiction:

The Jurisdictions agree that in the event a Jurisdiction responds to a request for Mutual Aid and Transports a Resident of the Requesting Jurisdiction, the Responding Jurisdiction shall accept insurance assignment in full satisfaction of all amounts owed for ambulance transportation service provided to the Resident of the Requesting Jurisdiction.

C. Other Patients:

If a patient is not a Resident of either the Requesting or Responding Jurisdiction, the Jurisdictions will charge the patient the Non-Resident rate in effect at the time of transport.

6. Counterparts – This Agreement may be executed in counterparts, each of which shall be deemed an original and such counterparts shall together constitute and be one in the same instrument.

**IN WITNESS WHEREOF**, each Jurisdiction has executed this Agreement as of the day and year first above written.

**Niles**

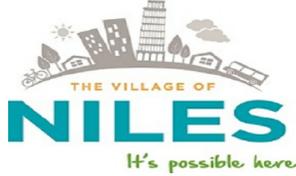
\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Attested By:  
Title:

**North Maine**

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

\_\_\_\_\_  
Attested By:  
Title:



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Authorizing the Renewal of the Lease Agreement and Vehicle Storage Agreement with SVAP Golf Mill Retail, L.P. for Niles Teen Center for One Year in the Amount of \$16,200

Meeting Date 4/26/2016

Item Number 3

Requested by Mark Williams, Teen Center Director

Action Requested RESOLUTION

Prepared by Mark Williams, Teen Center Director

Assigned to:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Agreement	Teen Center Lease Extension and Vehicle Agreement- 10-1-16
<input type="checkbox"/> Backup Material	Current Lease

MOTION

I move for Board approval of a resolution authorizing a first amendment to the lease and vehicle storage agreement with SVAP Golf Mill Retail, L.P. for Niles Teen Center.

REASON FOR REQUEST / BACKGROUND

The new lease term is for October 1, 2016 through September 30, 2017. This is the first extension with SVAP Golf Mill Retail. There is no increase in the facility rental costs and there are no material changes to the terms of the lease.

Will this action involve an expenditure of funds?  Yes

If yes, is this a budgeted item?  Yes

ORG#  Total Amount for Approval

ACCT#  Budget Amount

Variance

## **RESOLUTION 2016-**

### **RESOLUTION AUTHORIZING A FIRST AMENDMENT TO THE LEASE AGREEMENT AND VEHICLE STORAGE AGREEMENT WITH SVAP GOLF MILL RETAIL, L.P. FOR NILES TEEN CENTER**

**WHEREAS**, the Village of Niles has determined that the Teen Center is important to the residents and is an integral part of Village services; and

**WHEREAS**, on June 23, 2015, the President and Board of Trustees authorized the contractual lease agreement and vehicle storage agreement for the Teen Center set to expire on September 30, 2016; and

**WHEREAS**, SVAP Golf Mill Retail, L.P. and the Village of Niles have agreed to extend the term of the lease agreement and vehicle storage agreement for period of one year commencing as of October 1, 2016 and ending September 30, 2017.

**NOW, THEREFORE, BE IT RESOLVED** that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the President or his designee of the Village of Niles to execute the first amendment to the lease agreement and vehicle storage agreement with SVAP Golf Mill Retail, L.P.

**PASSED:** This 26<sup>th</sup> day of April, 2016

**YEAS:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**APPROVED** by me this 26<sup>th</sup> day of April, 2016.

---

President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 26<sup>th</sup> day of April, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

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Village Clerk

**FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “First Amendment”), dated as of \_\_\_\_\_, 2016, is between SVAP GOLF MILL RETAIL, L.P., a Delaware limited partnership (“Landlord”), and VILLAGE OF NILES, ILLINOIS (“Tenant”).

**Recitals**

A. Landlord and Tenant are parties to the Lease, dated as of July 24, 2015 (the “Lease”), for Unit 373 (the “Premises”) at Golf Mill Shopping Center, located in Niles, Illinois.

B. Landlord and Tenant have agreed to extend the term of the Lease in accordance with the terms of this First Amendment.

C. Therefore, for good and valuable consideration, the receipt, and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree to the terms set forth below.

**Agreement**

1. Recitals; Defined Terms; Interpretation. The foregoing Recitals are true and correct and incorporated into this First Amendment by this reference. Capitalized terms used but not otherwise defined in this First Amendment will have the meanings set forth in the Lease. All references to the Lease will mean the Lease as modified by this First Amendment. The terms of this First Amendment will control any conflicting terms of the Lease.

2. Extension Term.

2.1 Extension of Term. The Term of the Lease is hereby extended for a period (the “First Amendment Extension Term”) of one (1) year, commencing as of October 1, 2016 and ending on September 30, 2017. Tenant acknowledges that (a) the Lease contains no further rights to extend or renew the Term and Tenant possesses no other rights to occupy the Premises beyond the last day of the First Amendment Extension Term.

2.2 Base Rent. Tenant will pay to Landlord as Base Rent during the First Amendment Extension Term, without notice, demand, deduction, setoff or counterclaim, plus all applicable sales tax thereon, the following amount for the following period:

Period	Annual Base Rent	Monthly Base Rent
October 1, 2016- September 30, 2017	\$16, 200.00	\$1, 350.00

2.3 Additional Rent. Tenant will pay to Landlord during the First Amendment Extension Term, all amounts required to be paid by Tenant under the Lease.

2.4 Condition of Premises. Landlord has made no representation or promise as to the condition of the Premises as of the date hereof. Except as otherwise provided in the Lease, Landlord

will not perform any alterations, additions or improvements in order to make the Premises suitable and ready for continued occupancy and use by Tenant in connection with the First Amendment Extension Term. Tenant is in possession of the Premises, is fully familiar with the physical condition of the Premises, and hereby accepts the Premises as of the date hereof “as is,” “where is,” and without any warranty, expressed or implied, or representation as to fitness or suitability, except as otherwise provided in the Lease.

3. Estoppel; Release. Tenant represents and warrants to Landlord that as of the date hereof (a) Landlord is not in default under the Lease, (b) there is no event which, with the giving of notice or the passage of time would constitute a default by Landlord under the Lease, (c) there is no event or condition that would give Tenant the right to terminate the Lease, (d) Tenant has no rights of offset against any Rent payable by Tenant under the Lease, and (e) Tenant has no defenses to Tenant’s obligations under the Lease. Furthermore, Tenant unconditionally and irrevocably releases, satisfies and discharges Landlord and Landlord’s Representatives, from all claims arising under or in connection with the Lease, the Premises or the Center, for any period of time prior to the date hereof.

4. Broker Indemnification. Landlord and Tenant each represent and warrant that it has not dealt with and does not know of any real estate broker or agent who is entitled to a commission or finder’s fee in connection with this First Amendment other than Broker. Landlord will pay or cause to be paid the fees of Broker pursuant to a separate written agreement. Landlord and Tenant agree to indemnify, defend and hold harmless the other from and against any claim, cost, expense, or liability arising from the breach of the above representation and warranty.

5. Miscellaneous. The Lease is ratified and confirmed and will remain in full force and effect (as amended by this First Amendment). Without limiting the generality of the foregoing, Landlord will continue to have the relocation rights under Section 49 and termination rights under Section 51 of the Lease. The provisions of this First Amendment may be waived or amended only by an instrument in writing executed by both Landlord and Tenant. This First Amendment may be executed in counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one in the same agreement. Each of Landlord and Tenant has reviewed this First Amendment with its legal counsel or had an opportunity to review this First Amendment with its legal counsel. This First Amendment will be interpreted without regard to any presumption or rule requiring construction against the party causing this First Amendment to be drafted. If this First Amendment is executed and delivered electronically in a PDF file, the electronic PDF file will be treated as an original for all purposes.

6. INTEGRATION. THE LEASE AND THIS FIRST AMENDMENT CONSTITUTES THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN LANDLORD AND TENANT WITH RESPECT TO THE SUBJECT MATTER OF THE LEASE AND THIS FIRST AMENDMENT. ALL PRIOR UNDERSTANDINGS AND AGREEMENTS BETWEEN LANDLORD AND TENANT WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT ARE MERGED INTO THIS FIRST AMENDMENT. LANDLORD ACKNOWLEDGES THAT NO REPRESENTATION, WARRANTY, INDUCEMENT, PROMISE OR AGREEMENT HAS BEEN MADE, ORALLY OR OTHERWISE, BY TENANT OR ANYONE

ACTING ON BEHALF OF TENANT IN CONNECTION WITH THIS AGREEMENT UNLESS SUCH REPRESENTATION, WARRANTY, INDUCEMENT, PROMISE OR AGREEMENT IS EXPRESSLY SET FORTH IN THIS FIRST AMENDMENT. LIKEWISE, TENANT ACKNOWLEDGES THAT NO REPRESENTATION, WARRANTY, INDUCEMENT, PROMISE OR AGREEMENT HAS BEEN MADE, ORALLY OR OTHERWISE, BY LANDLORD OR ANYONE ACTING ON BEHALF OF LANDLORD IN CONNECTION WITH THIS AGREEMENT UNLESS SUCH REPRESENTATION, WARRANTY, INDUCEMENT, PROMISE OR AGREEMENT IS EXPRESSLY SET FORTH IN THIS FIRST AMENDMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PARTY HEREBY EXPRESSLY WAIVES ANY CLAIM FOR FRAUD IN THE INDUCEMENT. IN ADDITION TO EXECUTING AND DELIVERING THIS FIRST AMENDMENT, A DULY AUTHORIZED REPRESENTATIVE OF LANDLORD AND TENANT IS INITIALING THIS SECTION WHERE INDICATED BELOW TO AVOID ANY DOUBT WHATSOEVER THAT LANDLORD AND TENANT UNDERSTAND THE PROVISIONS OF THIS SECTION.

INITIALS

INITIALS

\_\_\_\_\_  
LANDLORD

\_\_\_\_\_  
TENANT

[The remainder of the page is intentionally blank]

THE PARTIES have executed and delivered this First Amendment as of the date hereof.

WITNESSES:

LANDLORD:

SVAP GOLF MILL RETAIL, L.P., a Delaware limited partnership

By: SVAP Golf Mill Retail GP, LLC, a Delaware limited liability company, its general partner

By: SVAP Golf Mill, L.P., a Delaware limited partnership, its manager

By: SVAP GP, LLC, a Delaware limited liability company, its general partner

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

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

By: \_\_\_\_\_  
Name:  
Title:

WITNESSES:

TENANT:

VILLAGE OF NILES, ILLINOIS

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

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

By: \_\_\_\_\_  
Name:  
Title: Village President

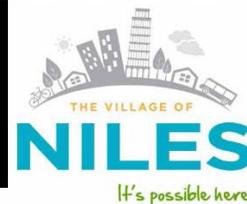
By: \_\_\_\_\_  
Name:  
Title: Village Manager

By: \_\_\_\_\_  
Name:  
Title: Village Clerk



373 Golf Mill Center  
Niles, IL 60714  
Phone- 847-588-6900  
Fax- 847-588-6925  
[www.nilesteencenter.org](http://www.nilesteencenter.org)

**Niles Teen Center**



# Memo

*From the Niles Teen Center*

**Date:** February 11, 2016

**TO:** Trish Carriglio, Senior Property Manager, Sterling Retail Services, Inc. ("SRS"), on behalf of SVAP Golf Mill Retail, L.P. ("Owner")

**FROM:** Mark Williams, Teen Center Director

**SUBJECT:** Village of Niles - Teen Center Vehicle #309 (the "Vehicle")

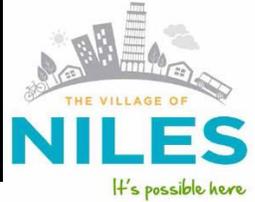
This Memorandum is to serve as notice and assumption/limitation of responsibility regarding the Village of Niles Vehicle issued to the Niles Teen Center.

- 1) Subject to applicable legal requirement, Owner grants permission for the Vehicle to be parked overnight and during the day on the property of Golf Mill Shopping Center (the "Property"), in a location designated by Owner from time to time therefor. Village of Niles shall comply with the reasonable rules and regulations promulgated by Owner in connection therewith. Owner makes no representation that overnight parking on the property of Golf Mill Shopping Center is permitted by applicable legal requirements.
- 2) Owner and SRS assume NO responsibility for any damage to said Vehicle under any circumstance, including theft, vandalism, casualty or otherwise. Village of Niles shall maintain appropriate insurance with respect to said Vehicle and its storage on the Property, as required by law or otherwise reasonably required by Owner.
- 3) The Vehicle will be removed from the Property during the approximate months of December, January and February, as required by Owner, so as not to interfere with snow removal operations.
- 4) During the approximate months of December, January and February, the Vehicle will be stored at the Ballard Water Plant at 9401 Cumberland with permission from Niles Public Works.
- 5) The term of this Memorandum and Agreement shall be for a period of one (1) year, coinciding with the term of the lease beginning October 1, 2016, unless sooner terminated as hereinafter provided. The foregoing constitutes a non-exclusive, non-transferable, revocable license for parking only (and does not confer any other rights except as expressly set forth herein), which license may be terminated by Owner at any time in Owner's sole and absolute discretion upon written notice to the Village of Niles. This Memorandum and Agreement constitutes the entire agreement between Village and Niles and Owner with respect to the subject matter hereof. No modification of or amendment to this Memorandum and Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought.



373 Golf Mill Center  
 Niles, IL 60714  
 Phone- 847-588-6900  
 Fax- 847-588-6925  
[www.nilesteencenter.org](http://www.nilesteencenter.org)

**Niles Teen Center**



**Release and Waiver of Liability and Indemnity Agreement**

The undersigned acknowledges that the Owner is extending a special privilege in allowing the Village of Niles Teen Center to store a vehicle on the Property. In consideration of the privilege to store a vehicle at Golf Mill Shopping Center, the Village of Niles hereby acknowledges, agrees and represents the following (which shall survive the expiration or earlier termination of this Memorandum and Agreement):

**Release:** The Village of Niles agrees to release, waive, discharge and covenants not to sue Owner or SRS, or their respective directors, officers, employees and agents, from all liability to the Village of Niles for any loss, theft, damage, claims or demands therefore on account of injury or loss to said Vehicle, whether caused by negligence of Owners, SRS or otherwise.

**Indemnification:** The Village of Niles agrees to indemnify and save and hold harmless Owner and SRS from any loss, liability, theft, damage or cost that Owner or SRS may incur due to the storing of said Vehicle upon or about the Property, whether caused by the negligence of Owner, SRS or otherwise.

SVAP Golf Mill Retail, L.P.  
 By: SVAP Golf Mill Retail GP, LLC  
 By: SVAP Golf Mill, L.P.  
 By: SVAP GP, LLC

Village of Niles

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Signature  
 Niles Village Manager

**LEASE AGREEMENT  
GOLF MILL SHOPPING CENTER**

THIS LEASE AGREEMENT (this "Lease"), dated as of July 04, 2015 (the "Effective Date"), is between SVAP GOLF MILL RETAIL, L.P., a Delaware limited partnership ("Landlord"), and VILLAGE OF NILES, ILLINOIS ("Tenant"). Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the Premises (as defined below), subject to the terms set forth in this Lease.

1. **Definitions: Interpretation.**

1.1 **Definitions.** The following terms will have the following meanings in this Lease:

"**ADA**" means the Americans with Disabilities Act of 1990, as amended from time to time, or any successor statute, together with all regulations promulgated thereunder.

"**Additional Rent**" means, other than Base Rent all amounts, costs and expenses payable by Tenant to Landlord under this Lease.

"**Affiliate**" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person.

"**Alteration**" means any alteration, addition or improvement in or to the Premises of any kind or nature.

"**Applicable Interest Rate**" means the rate of eighteen percent (18%) per annum or the maximum rate of interest allowed by law, whichever is lower.

"**Bankruptcy Code**" means the Bankruptcy Code of 1978, 11 U.S.C. Section 101 et seq., as amended from time to time, or any successor statute, together with all regulations promulgated thereunder.

"**Base Rent**" means the following amounts for the following period:

<i>Period</i>	<i>Annual Base Rent</i>	<i>Monthly Base Rent</i>
Commencement Date through the Expiration Date	\$16,200.00	\$1,350.00

"**Blocked Person**" means any Person with whom U.S. Persons are restricted from doing business under regulations of the Office of Foreign Asset Control of the U.S. Department of the Treasury (including those named on its Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental statutes, regulations, orders or directives.

"**Broker(s)**" means Sterling Retail Services, Inc., a Florida corporation.

"**Building Standard**" means the type, brand, grade or quality of materials Landlord designates from time to time to be the minimum quality to be used in the Center or, as the case may be, the exclusive type, brand, grade or quality of material to be used in the Center.

"**Center**" means the center commonly known as Golf Mill Shopping Center, or such portion thereof, located upon the Land, including the building(s) situated on the Land, the Common Areas and all related improvements, whether currently located on the Land or constructed on the Land after the Effective Date, all as Landlord may from time to time modify in accordance with this Lease.

"**Claims**" mean any claims, losses, damages, fines, penalties, demands, liabilities, costs, expenses, fees (including reasonable attorneys' fees and costs), actions, counterclaims, and obligations of any nature whatsoever.

"**Commencement Date**" means October 1, 2015.

"**Common Areas**" mean those areas and facilities which, from time to time, may be furnished by Landlord in or near the Center for the non-exclusive general common use of tenants and other occupants of the Center and their agents, employees and customers, including parking areas, driveways, loading docks, passageways, walkways, roofs, ramps, common seating areas, landscaped areas, stairways, escalators, elevators, restroom and other similar areas or facilities.

"**Control**" means, with respect to any specified Person, the power to direct the management and policies and make all decisions on behalf of such Person, directly or indirectly, whether through the ownership of voting securities or other beneficial interest, by contract or otherwise; and the terms "Controlling" and "Controlled" will have the meanings correlative to the foregoing.

"**Early Termination Date**" means the date designated in Section 51 by Landlord or Tenant in a written notice to the other party to terminate the Lease.

"**Effective Date**" has the meaning set forth in the Preamble to this Lease.

"Emergency" means the threat of imminent injury or damage to Persons or property or the imminent imposition of a civil or criminal fine or penalty.

"Environmental Law" means all applicable environmental ordinances, rules, regulations, statutes, orders, and laws of all local, state, or federal agencies or bodies with jurisdiction over the Premises or the Center or the activities conducted on the Premises or the Center, as amended from time to time, and any successor statutes, together with all regulations promulgated thereunder, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§960 et seq.), the Hazardous Materials Transportation Act (42 U.S.C. §1801 et seq.), and the Resource Conservation and Recovery Act (42 U.S.C. §§9601 et seq.).

"Event of Default" means the occurrence of any of the events set forth in Section 19.1 of this Lease or any other incident that is described as an Event of Default elsewhere in this Lease.

"Expiration Date" means September 30, 2016.

"Governmental Authority" means any federal, state, county, municipal or other governmental or quasi-governmental entity or any agency or any instrumentality thereof.

"Governmental Requirement" means any law, statute, code, ordinance, regulation, permit, license or requirement of any Governmental Authority, as amended or enacted from time to time, including the ADA, Environmental Laws and any use, occupational or similar licenses applicable to Tenant in connection with Tenant's use and occupation of the Premises.

"Hazardous Materials" mean any hazardous materials, flammable explosives, radioactive materials, hazardous wastes, hazardous or toxic substances or related materials defined in and regulated by any Environmental Law.

"HVAC" means heating, ventilation and air conditioning.

"HVAC System" means the HVAC system servicing the Premises, including all HVAC units and all associated mechanical, electrical and plumbing components associated therewith.

"Land" means the land described on Exhibit A to this Lease.

"Landlord" has the meaning set forth in the Preamble to this Lease.

"Landlord's Property" means all fixtures, equipment, improvements, appurtenances, and carpeting attached to or built into the Premises at the Commencement Date or during the Term, whether or not by or at the expense of Tenant, and any personal property in the Premises on the Commencement Date, unless the personal property was paid for by Tenant. All Alterations, whether temporary or permanent in character, including the HVAC System, wall coverings, carpeting and other floor coverings, ceiling tiles, blinds and other window treatments, lighting fixtures and bulbs, built in or attached shelving, built in furniture, millwork, counter tops, cabinetry, all doors (both exterior and interior), bathroom fixtures, sinks, kitchen area improvements, and wall mirrors, made by Landlord or Tenant in or on the Premises will be deemed to be Landlord's Property.

"Landlord's Recovery Costs" mean all costs and expenses of every kind and nature incurred by Landlord in connection with dispossessing Tenant from and re-letting the Premises after an Event of Default, including, but not limited to, all costs and expenses of improvements, alterations and repairs in or to the Premises as determined in Landlord's sole discretion, to be necessary to enable Landlord to re-let the Premises, as well as the payment of any brokerage commissions.

"Landlord's Representatives" mean all direct and indirect members, partners, shareholders, directors, officers, employees, Affiliates, representatives and agents of Landlord.

"Landlord's Restoration Work" means the work described on Exhibit F to this Lease.

"Late Charge" means an administrative fee of Five Hundred and 00/100 Dollars (\$500.00).

"Lease" means this Lease Agreement, together with all exhibits and riders, if any, attached to this Lease Agreement.

"Mold" means mold, mildew, fungus or other potentially dangerous organisms.

"Mold Condition" means the presence or suspected presence of Mold or any condition that reasonably can be expected to give rise to or indicate the presence of Mold, including observed or suspected instances of water damage or intrusion, the presence of wet or damp wood, cellular wallboard, floor coverings or other materials, inappropriate climate control, discoloration of walls, ceilings or floors, or complaints of respiratory ailment or eye irritation by Tenant's employees or any other occupants or invitees in the Premises.

"Mortgage" means any Person holding, or the beneficiary under, from time to time a Superior Instrument constituting a mortgage, deed of trust or similar instrument encumbering the Center or any portion of the Center.

"Partial Damage" means damage or destruction to the improvements to the Center, to the extent that the cost to repair such damage or destruction is less than fifty percent (50%) of the replacement cost of the improvements in the Center immediately prior to such damage or destruction.

"Partial Takings" means any Taking of less than all of the Premises.

"Permitted Use" means, on a non-exclusive basis, the Village of Niles program which provides social services and recreation for community youth.

"Person" means any person, corporation, partnership, limited liability company or other legal entity.

"Plans" means a permit set (final construction drawings) of plans and specifications for any Alterations prepared by a licensed architect and/or a licensed professional engineer, as the case may be.

"Premises" means space in the Center commonly known as Unit 373, as of the Effective Date, as more particularly shown on Exhibit B attached to this Lease. Landlord and Tenant agree that, for the purposes of all calculations under this Lease, the rentable square footage of the Premises will be deemed to be 2,513 rentable square feet, and that there will be no re-measurement of such square footage or adjustment of any amount calculated upon such square footage.

"Previous Lease" means the Lease Agreement, dated September 24, 2014, between Landlord and Tenant with respect to the Premises.

"Prohibited Use" means any exclusive or prohibited use set forth on Exhibit C attached to this Lease.

"REA" means, collectively, any and all construction, operation and/or reciprocal easement agreements, declarations of covenants and restrictions, easements and easement agreements, and other matters of record now or hereafter encumbering, affecting and/or benefiting the Center, all as same may be modified, amended, supplemented, and/or amended and restated from time to time. As used in this Lease, the term "REA" shall be deemed to include, without limitation, those documents, instruments, easements and agreements more particularly described on Exhibit I attached hereto and made a part hereof, as same may be modified, amended, supplemented, and/or amended and restated from time to time.

"REA Requirement" means each term, covenant, condition, restriction and other requirement of any REA.

"Recapture Option" means the option, but not the obligation, of Landlord to terminate this Lease as set forth in Section 13.2 of this Lease.

"Rent" means Base Rent and Additional Rent payable by Tenant to Landlord under this Lease.

"Requirement" means, collectively, any Governmental Requirement and/or REA Requirement.

"Rules and Regulations" means the rules and regulations for the Center promulgated by Landlord from time to time. The Rules and Regulations which apply as of the Effective Date are attached as Exhibit D to this Lease.

"Sign Criteria" means the sign criteria attached as Exhibit H to this Lease, as the same may be amended, from time to time, by Landlord.

"State" means the State of Illinois.

"Store Hours" means the operating hours for the Center, as adjusted by Landlord, from time to time.

"Successor Landlord" means any Person who purchases the Center or otherwise succeeds to Landlord's right, title and interest in and to this Lease through foreclosure, deed-in-lieu of foreclosure or otherwise.

"Superior Instrument" means any ground lease, underlying lease, mortgage, deed of trust or similar instrument, that may now or hereafter affect the Center or any portion of the Center, and all advances, renewals, modifications, replacements and extensions of any such ground lease, underlying lease, mortgage, deed of trust or similar instrument.

"Taking" means if any portion of the Premises or any portion of the Center, as the case may be, is (i) taken or condemned through the exercise of the power of eminent domain by any governmental or private board, body, or agency having the right to exercise such power, or (ii) conveyed by Landlord to any condemning authority under a threat of taking or condemnation before or after proceedings have been commenced to acquire the property by the condemning authority.

"Tenant" has the meaning set forth in the Preamble to this Lease.

"Tenant's Property" means all (i) machinery, equipment and trade fixtures installed in the Premises by Tenant (without expense to Landlord) that can be removed without damage to the Premises or the Center, and (ii) furniture, merchandise and other moveable personal property owned by Tenant and located in the Premises.

"Tenant's Representatives" mean all Affiliates, representatives, employees, agents, contractors, subcontractors, customers and invitees of Tenant.

"Term" means the period between the Commencement Date and the Expiration Date, as extended or sooner terminated under the terms of this Lease.

"Total Destruction" means damage or destruction to the improvements to the Center, to the extent that the cost of repair such damage or destruction is fifty percent (50%) or more of the replacement cost of the improvements in the Center immediately prior to such damage or destruction.

"Total Taking" means the Taking of all of the Premises.

**1.2 Interpretation.** Wherever the context permits, the singular will include the plural and the plural will include the singular. The use of any gender will be deemed to include all or no genders. Whenever the word "including" is used in this Lease it will be deemed to mean "including, but not limited to" or "including, without limitation". The captions and section

numbers in this Lease are for convenience of reference only and will in no way be used to construe or modify any terms set forth in this Lease. This Lease has been negotiated at arm's length by Landlord and Tenant. Therefore, this will be interpreted without regard to any presumption or rule requiring construction against the party causing this Lease to be drafted.

## 2. Use of Premises.

2.1 Use. Tenant is in possession of the Premises pursuant to the Previous Lease as of the Effective Date and will be deemed to have accepted possession of the Premises on the Commencement Date. Tenant will, during the Term, continuously use the Premises for the Permitted Use and to the extent that such use shall not violate or conflict with any Prohibited Use. Tenant will not use the Premises for any Prohibited Use or any other purpose or name whatsoever without Landlord's prior written consent, which consent will be in Landlord's sole discretion. Tenant acknowledges that Landlord has or may hereafter grant exclusive agreements and agreements imposing restrictions and/or prohibitions for the benefit of certain tenant(s) or other occupant(s) of the Center, and further acknowledges that such tenant(s) and/or occupant(s) may be third-party beneficiaries of Tenant's covenants and agreements set forth in this Section 2.1 and that such covenants and agreements may be enforced directly by such third-party beneficiaries against Tenant in the event of Tenant's violation thereof. The terms of this Section are in the nature of restrictive covenants affecting real estate and it will be unnecessary for Landlord to prove irreparable harm in order to obtain an injunction mandating compliance with this Section. Landlord makes no representation or warranty as to whether the Permitted Use is allowed under applicable Requirements. The failure of the Permitted Use to comply with applicable Requirements will not reduce or otherwise modify Tenant's obligations under this Lease.

2.2 Operation. The Premises will be fully staffed and continuously remain open for business to the general public at least during the Store Hours. If Tenant fails to continuously operate the Premises in accordance with this Section 2 for more than sixty (60) days, then, in addition to all other rights and remedies available to Landlord, Landlord will have the right, but not the obligation, to terminate this Lease (without the payment of any termination fee or other compensation to Tenant) upon written notice to Tenant. If Landlord exercises such termination right, the effective date of termination will be thirty (30) days after the delivery of Landlord's notice therefor.

2.3 Compliance. Tenant will, at Tenant's sole cost and expense, occupy and use the Premises in compliance with all Requirements. If, as a result of Tenant's use of the Premises or the making of any Alterations by Tenant, Landlord is required to make any additions, alterations or improvements to any part of the Premises or the Center to comply with any requirements of the ADA, Tenant will reimburse Landlord on demand for the costs incurred by Landlord to effect such compliance. Tenant will obtain all licenses and permits from time to time required to enable Tenant to conduct its business under this Lease. No failure of Tenant to obtain or maintain any licenses or permits, or extensions or renewals thereof, will reduce or otherwise modify Tenant's obligations under this Lease. Tenant will not take any action to cause a cancellation or an increase in the rate of any insurance policy covering the Premises or the Center. If the use of the Premises by Tenant increases any insurance rate concerning the Center, Tenant will reimburse Landlord for the additional costs. Tenant will not occupy or use (or permit any other Person to occupy or use) the Premises for any immoral purpose or in any manner that would cause any nuisance in or about the Premises or the Center. Furthermore, Tenant will not commit or suffer to be committed any waste in or about the Premises. If Tenant fails to comply with this Section 2, then, in addition to all other rights and remedies available to Landlord, Landlord will have the right to seek injunctive relief to enforce this Section 2 without the necessity of having to post any bond or similar security.

## 3. Rent.

3.1 Base Rent. Tenant will pay each monthly installment of Base Rent, in advance of the first day of each month during the Term commencing on the Commencement Date. Monthly installments for any fractional calendar month, at the beginning or end of the Term, will be prorated based on the number of days in such month within the Term. Tenant will pay all Rent, without demand, deduction, abatement or set off, to Landlord at the place specified for notice in Section 25 of this Lease or such other location as Landlord requests. Tenant also will pay a Late Charge for each payment of Rent which is not received within five (5) days of the due date; provided, however, that the imposition of any Late Charge will not (a) extend the date for the payment of, or relieve Tenant of any obligation to pay, any sums required to be paid by Tenant under this Lease or (b) be construed as a cure for any Event of Default on the part of Tenant.

3.2 Sales Tax. Tenant will pay to Landlord all sales or similar taxes payable to or levied or assessed by any applicable Governmental Authority on the payment or receipt of any of the Rent payable to Landlord under this Lease. Tenant will make such payments to Landlord on a monthly basis together with the payment of Rent.

## 4. Intentionally Deleted.

5. Utilities. Tenant will be responsible, at Tenant's sole cost and expense, for all utility services that exclusively serve the Premises irrespective of whether the utility services are located inside or outside the Premises. If any such utilities are not separately metered or sub-metered, or are used in common with other tenants in the Center, Tenant will pay Tenant's share of the cost of such utilities as Additional Rent as reasonably determined by Landlord taking into account Tenant's use of such utilities as well as the use of such utilities by other tenants of the Center served from any common meter. In no event will Landlord be liable for any damage to the Premises or property therein, loss of business, or otherwise, and in no event will Rent be abated, because of any interruption, modification or cessation of such utility services.

## 6. Tenant's Alterations.

6.1 Alterations. Tenant will not make any Alterations without Landlord's prior written consent in each instance, which consent will not be unreasonably withheld; provided, however, that Landlord will not have any obligation to approve any Alterations affecting the structural or exterior portions of the Premises or any of the mechanical, electrical or plumbing systems servicing any part of the Premises or the Center. If, as a result of any Alterations, Landlord is required to make any improvements to the structural or exterior portions of the Premises or upgrade or otherwise modify any of the mechanical, electrical or plumbing systems serving any part of the Premises or the Center, Tenant will be solely obligated to pay for all costs

and expenses associated with such improvements, upgrades and modifications. Landlord may, upon written notice to Tenant, require Tenant, at its sole cost and expense, to remove any Alterations (including those not removable without causing any damage to the Premises or the Center) and to restore the Premises to the same condition as when originally leased to Tenant, reasonable wear and tear excepted.

**6.3 Compliance.** Tenant will apply for all permits and licenses necessary to commence any Alterations promptly upon approval by Landlord of such Alterations. Any contractors performing any Alterations must be approved by Landlord. Landlord's approval of any Alterations will not constitute a representation or other assurance that the same comply with Requirements. Prior to Tenant commencing any Alterations, Tenant will provide to Landlord, at Tenant's expense, certificates of insurance for all policies of Tenant and Tenant's contractors (including builder's risk, commercial general liability and workers' compensation insurance), which certificates must be in all respects acceptable to Landlord. At Landlord's option, Tenant will provide a payment and performance bond in the amount of Tenant's Alterations and Tenant will deposit the cost of all Tenant's Alterations into a construction escrow, with a title insurance company acceptable to Landlord. The terms of such escrow will provide for periodic payments directly to contractors upon the deposit of all appropriate mechanic's lien waivers and contractor's affidavits duly executed and acknowledged before a notary public, necessary to ensure Landlord of lien-free construction. All Alterations will be performed in a good, workmanlike and lien free manner, using not less than Building Standard materials, in accordance with all Requirements and without any interference or disruption to Landlord or other tenants of the Center. Any damage to any part of the Center that occurs as a result of any Alterations will be promptly repaired by Tenant. If, as part of any Alteration, Tenant installs any equipment in excess of the capacity of any mechanical, electrical or plumbing lines in the Premises, then Tenant, at its sole cost and expense, will promptly make whatever changes are necessary to increase such capacity and otherwise remedy such condition to Landlord's satisfaction. Tenant will also comply with the requirements set forth on Exhibit G to this Lease as well as all other reasonable rules and regulations concerning Alterations as Landlord may promulgate from time to time.

**7. Property of Landlord and Tenant.** All of Landlord's Property will be and remain a part of the Premises at the expiration or earlier termination of the Term (without compensation to Tenant) and will not be removed or replaced by Tenant without the prior written consent of Landlord. On the expiration or earlier termination of the Term, if there is then no Event of Default, Tenant will at its sole cost and expense, remove from the Premises all of Tenant's Property and will repair any damage to the Premises caused by the removal. If Tenant fails to remove Tenant's Property, Landlord may do so and store, sell or dispose of Tenant's Property in Landlord's sole discretion and without any liability to Tenant, in which event the proceeds of any such sale or other disposition will belong to Landlord. Furthermore, Landlord may charge the cost of any such removal, storage or disposition to Tenant. This Section will survive the expiration or earlier termination of the Term.

**8. Tenant's Maintenance and Repair.** Tenant, at its sole cost and expense, will keep the Premises at all times in good condition and repair, in a neat, clean and sanitary condition and in compliance with all Requirements. Except as otherwise provided in Section 9 below, Tenant, at its sole cost and expense, will maintain, repair and replace all parts of the Premises in good condition and repair including the HVAC System, all mechanical, electrical and plumbing systems servicing the Premises, and all fixtures and equipment located in, on or about the Premises, exterior and interior portions of all doors and lock sets, door frames, and door checks, interior windows, plate and window glass, floor coverings, wall coverings, decorations, furniture, fixtures, equipment and appliances. As part of its maintenance obligations, Tenant will enter into an annual maintenance contract with an HVAC company, fully licensed to repair HVAC units in the State of Illinois. The HVAC company will (a) regularly service and inspect the HVAC System on a monthly basis, changing belts, filters and other parts, as required, (b) perform Emergency repairs to the HVAC System, as required, (c) keep a detailed record of all services performed to the HVAC System, and (d) prepare a yearly service report to be furnished to Tenant at the end of each calendar year. Tenant will furnish to Landlord, at the end of each calendar year, a copy of such yearly service report. Not later than thirty (30) days after the Commencement Date and annually thereafter, Tenant will furnish to Landlord a copy of the HVAC maintenance contract and proof that the annual premium for the HVAC maintenance contract has been paid. The fact that Tenant enters into a HVAC maintenance contract will not limit Tenant's obligation to maintain, repair and replace the HVAC System in accordance with this Section throughout the Term. Furthermore, Tenant, at its sole cost and expense, will repair any damage to the Premises caused by Tenant or any of Tenant's Representatives. If Tenant fails to fulfill any of its obligations under this Section and such failure continues for five (5) days after written notice from Landlord, Landlord may (in addition to any other right or remedy available to Landlord) perform such obligation on behalf of Tenant, in which event, the cost of performing such obligation, plus a ten percent (10%) administrative charge, will be payable by Tenant as Additional Rent within ten (10) days of written demand from Landlord.

**9. Landlord's Maintenance and Repair.** Landlord will maintain and repair only the roof, foundation and structural soundness of the exterior walls (excluding all windows and doors) of the Premises; provided, however, that unless attributable to the gross negligence of Landlord, and further subject to the waivers of subrogation set forth in this Lease, Landlord will not be responsible for any damage to the Premises, any improvements to the Premises or any property within the Premises caused by any roof leaks. Landlord makes no representations, warranties or covenants hereunder with respect to the moisture content of the foundation or floor slab of the Premises. Landlord will not be required to make any repairs or undertake any maintenance under this Section where the same were made necessary by any act or omission of Tenant or any of Tenant's Representatives.

**10. Condition of Premises.** Tenant is fully familiar with the physical condition of the Premises and, Tenant will accept possession of the Premises on the Commencement Date in an "AS IS" "WHERE IS" condition (and, except for the representations and warranties expressly made by Landlord in this Lease,) without any representation or warranty, express or implied by law, by Landlord or its agents, and without recourse to Landlord or its agents. Accordingly, Landlord will not perform any Alterations in order to make the Premises suitable and ready for occupancy and use by Tenant.

**11. Management and Operation of Common Areas.** Landlord grants to Tenant and Tenant's Representatives a non-exclusive license to use the Common Areas in common with others during the Term subject to the exclusive control and management thereof at all times by Landlord or others, and subject to all of the other terms, covenants and conditions of this Lease, including the Rules and Regulations. Except for particular parking spaces and areas, if any, designated from time to time by Landlord for reserved parking (such as "ATM" parking, "Take Out" parking, or "Customer Only" parking) or for specific tenant parking, all parking in the Common Areas will be on an unreserved, first come, first served basis. Landlord will operate

and maintain, or will cause to be operated and maintained, the Common Areas in a manner deemed by Landlord to be reasonable and appropriate and in the best interests of the Center. Landlord will have the right (a) to establish, modify and enforce reasonable Rules and Regulations from time to time with respect to the Common Areas; (b) to enter into, modify and terminate easements and other agreements pertaining to the use and maintenance of the Common Areas; (c) to close all or any portion of the Common Areas to such extent as may, in the opinion of Landlord, be necessary to prevent a dedication thereof or the accrual of any rights to any Person or to the public therein; (d) to close temporarily any or all portions of the Common Areas; (e) to discourage non-customer parking; and (f) to do and perform such other acts in and to the Common Areas as, in the exercise of good business judgment, Landlord will determine to be advisable. If the amount, size or configuration of any portion of the Common Areas will be diminished or changed, (i) this Lease will remain in full force and effect, (ii) Landlord will not be subject to any liability, (iii) Tenant will not be entitled to any compensation or reduction of any Rent, and (iv) such diminution or change will not be deemed to be a constructive or actual eviction. Furthermore, Tenant will have no rights in the roof or exterior of the building or buildings of which the Premises constitute a part and will have no right to access the roof except as may be required in connection with Tenant's maintenance of the HVAC System as set forth herein.

## 12. Insurance; Indemnity.

12.1 Landlord's Insurance. Landlord will, throughout the Term, procure and maintain insurance for the Center in amounts and type of coverage Landlord may determine, in its sole discretion, to be appropriate.

12.2 Tenant's Insurance. Tenant will, at its sole costs and expense, procure and maintain in the name of Tenant and naming Landlord, any company designated by Landlord for management of the Center, and the holder of, or beneficiary under, any Superior Instrument (including any Mortgagee) as an additional insured as their respective interests appear, the following insurance:

12.2.1 Special Form (formerly "all-risk") insurance, in an amount equal to the full replacement cost of all improvements, equipment and property of every designation and kind in or serving the Premises or for which Tenant is legally liable, with a maximum deductible of \$1,000;

12.2.2 business interruption insurance in an amount equal to the Rent payable hereunder for a period of not less than the total of twelve (12) months;

12.2.3 Commercial General Liability Insurance, to include personal injury liability, contractual liability, non-owned automobile liability and owners' and contractors' protective insurance coverage, written on an occurrence basis with inclusive limits of not less than \$2,000,000 for bodily injury to any one or more Persons, or property damage, or such higher limits as Landlord, acting reasonably, requires from time to time, and containing severability of interests and cross-liability clauses;

12.2.4 plate glass insurance;

12.2.5 builder's risk insurance during the course of any Alterations in amounts reasonably required by Landlord;

12.2.6 so called "Dram Shop" insurance if alcoholic beverages are sold by Tenant on or off the Premises for consumption;

12.2.7 Automobile Insurance on a primary and non-contributory basis covering all owned, non-owned and hired automobiles with limits of liability of not less than \$1,000,000 for bodily injury to any one person, and \$1,000,000 for property damage for each accident;

12.2.8 Umbrella or Excess Liability coverage in amounts not less than \$5,000,000 in excess of the CGL insurance required in Section 12.2.3 hereinabove;

12.2.9 Worker's Compensation Insurance covering all employees, agents and contractors of Tenant performing work in, on, or with respect to the Premises, in amounts not less than those required by applicable law;

12.2.10 Employer's liability insurance insuring against claims alleging employer negligence that result in work-related injuries, illness or death that are not covered under applicable workers compensation statutes in an amount not less than (i) \$1,000,000 bodily injury by accident, (ii) \$1,000,000 bodily injury by disease - policy limit, and (iii) \$1,000,000 bodily injury by disease - per employee; and

12.2.11 any other form of insurance as Landlord reasonably requires from time to time.

12.3 Evidence of Insurance. Tenant's policies will: (a) contain the standard mortgage clause and contain a waiver of or authorization for waiver of any subrogation rights which Tenant's insurers may have against Landlord and those for whom Landlord is responsible; (b) be procured from insurance companies reasonably acceptable to Landlord and in a form reasonably satisfactory to Landlord; (c) be non-contributing with and apply only as primary and not as excess to any other insurance available to Landlord; (d) not be invalidated as to Landlord or the holder of, or beneficiary under, any Superior Instrument (including any Mortgagee) by reason of any breach or violation of any warranties, representations, declarations or conditions contained in the policies; and (e) contain an undertaking by the insurance company to notify Landlord and the holder of, or beneficiary under, any Superior Instrument (including any Mortgagee) in writing not less than thirty (30) days prior to any material change, cancellation or termination. Tenant agrees that certificates of insurance in a form reasonably acceptable to Landlord, will be delivered to Landlord prior to Tenant occupying the Premises, and thereafter at least thirty (30) days before the expiration dates of expiring policies.

12.4 Cancellation of Insurance. If (a) any insurance company of Landlord cancels, threatens to cancel or reduces the coverage under any insurance policy for the Center by reason of the use and occupation of the Premises by Tenant, and (b) Tenant fails to remedy the condition giving rise to such cancellation, threatened cancellation or reduction of coverage within forty eight (48) hours after written notice by Landlord to Tenant, Landlord may, at its option, either (i) exercise its rights of re-entry (including termination) under Section 19, or (ii) at Tenant's expense, enter upon the Premises and remedy the condition giving rise to the cancellation, threatened cancellation or reduction of coverage.

**12.5 No Liability.** Landlord will not be liable to Tenant for any Claims arising out of any occurrence in or relating to the Center or the Premises, whether or not resulting from the acts or omissions of any third party, or any other causes whatsoever, including any Claims arising out of or caused by theft, explosion, falling plaster, steam, gas, electricity, water (including leaks from the roof of the Center or water intrusion from the street, surface or subsurface surrounding the Center), rain, snow, the backing up, leaking or malfunctioning of sewers, drains, pipes or plumbing systems or malfunctioning of climate control or electrical systems; provided, however that Landlord will be responsible to Tenant for Claims arising out of the gross negligence of Landlord, but only to the extent that the Claims are not covered by any insurance which Tenant is obligated to maintain under Section 12.2 or any other insurance actually maintained by Tenant, in each case without taking into account any deductible or co-insurance provision contained in Tenant's coverage(s).

**12.6 Tenant's Indemnity.** Tenant will indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord and Landlord's Representatives from and against any and all Claims arising out of or in connection with (a) any loss of life, personal injury or damage from the occupancy or use by Tenant of the Premises or any other part of the Center caused wholly or in part by any act or omission of Tenant or any of Tenant's Representatives, (b) any breach of, or default under, any term or provision of this Lease by Tenant or any of Tenant's Representatives (including any violation of the Rules and Regulations), and (c) any violation by Tenant or Tenant's Representatives of any Governmental Requirements.

**12.7 Waiver of Subrogation.** Landlord and Tenant each hereby waive any right of subrogation for any Claim covered by insurance (or that would have been covered if required insurance were maintained) that they or their insurance carrier(s) may, and any right of recovery or cause of action for injury or loss that they or any other person claiming by, through or under them may have to the extent that such injury or loss is covered by (a) insurance policies required to be obtained and maintained under this Lease, as if there were a zero deductible thereunder (or which would have been covered if the party claiming such right of subrogation or recovery or cause of action had carried the insurance required by this Lease), or (b) any other insurance maintained by the waiving party. Tenant and Landlord agree that all policies of insurance obtained by either of them will contain appropriate waiver of subrogation clauses.

### **13. Assignment; Subletting.**

**13.1 Prohibitions.** The identity and financial condition of Tenant is a material consideration of Landlord entering into this Lease. Tenant will not, directly or indirectly, assign this Lease, sublet any portion of the Premises, or permit any portion of the Premises to be used or occupied by another Person, without obtaining the prior written consent of Landlord in each instance, which consent may be withheld or conditioned in Landlord's sole discretion.

**13.2 Conditions.** Any (a) assignment or subletting made without Landlord's consent will be voidable by Landlord; (b) consent by Landlord to any assignment or subletting will not relieve Tenant (or any Guarantor, as the case may be) from any obligations under this Lease (or the Guaranty, as the case may be); and (c) assignment or sublease must be in writing and signed by Tenant and the assignee or subtenant, as the case may be, setting forth the entire consideration being given and received, and consented to in writing by Landlord. Any consent to an assignment or subletting will only be for the Permitted Use and for no other purpose without obtaining the prior written consent of Landlord in each instance, which consent may be withheld or conditioned in Landlord's sole discretion. The acceptance of any Rent from any Person other than Tenant will neither be deemed to be a waiver by Landlord of any of the provisions of this Lease nor be deemed to be consent by Landlord to any assignment or sublease. If Landlord will consent to any assignment or sublease, (x) the assignee will assume all obligations of Tenant under this Lease, (y) the subtenant will acknowledge that (i) the sublease will be subject and subordinate to this Lease, and (ii) in the event of the termination of this Lease, the subtenant, at Landlord's option, will atorn to Landlord, and (z) neither Tenant, Guarantor, nor any assignee nor any subtenant will be relieved of any liability under this Lease or under the sublease, as applicable, in the Event of Default by such assignee or subtenant, as the case may be, in the performance of any of the terms, covenants and conditions of this Lease. If Tenant will request the consent of Landlord to any assignment or subletting, Tenant will pay, as Additional Rent, the amount of \$2,000 for Landlord's administrative and processing costs in connection therewith upon submission of such request regardless of whether or not Landlord consents to any such assignment or subletting. Upon receipt from Tenant of its request for consent to an assignment or sublease, Landlord will have a Recapture Option. If Landlord exercises its Recapture Option, Tenant will surrender the entire Premises or the applicable portion thereof if a request to sublease (without the payment of any termination fee or other compensation to Tenant) on the date set forth in Landlord's recapture notice in accordance with the provisions of this Lease related to surrender of the Premises at the expiration of the Term. If this Lease is terminated as to a portion of the Premises only, Base Rent shall be readjusted proportionately.

**14. No Liens.** Tenant will not, under any circumstances, have the power to subject the interest of Landlord in the Premises or the Center to any lien of any nature whatsoever. It is understood that neither Tenant nor anyone claiming by, through or under Tenant, including contractors, subcontractors, materialmen, mechanics and laborers, will have any right to file or record any lien of any nature whatsoever on the Premises or the Center or any improvements therein or thereto. If, at any time, a lien or encumbrance is filed or recorded against the Premises or the Center as a result of any act or omission of Tenant or any of Tenant's Representatives, Tenant will promptly remove such lien or encumbrance. If such lien or encumbrance has not been removed of record within ten (10) days from the date of filing, such failure will be deemed to be an Event of Default and, in addition to any other remedies available to Landlord, Landlord will have the right, but not the obligation, to remove any such lien or encumbrance of record. In such event, Tenant will pay to Landlord, as Additional Rent, a sum equal to the amount Landlord was required to pay to remove such lien or encumbrance of record, plus all costs and expenses incurred by Landlord in connection therewith, including reasonable attorneys' fees and costs.

### **15. Damage and Destruction.**

**15.1 Partial Damage.** If, at any time during the Term, there is Partial Damage, Landlord may, at Landlord's option, either (a) repair or restore such Partial Damage, in which event this Lease will continue in full force and effect, or (b) terminate this Lease upon written notice to Tenant within thirty (30) days after the date of the occurrence of such Partial Damage, in which event this Lease will terminate effective as of the date of the occurrence of such Partial Damage.

**15.2 Total Destruction.** If, at any time during the Term, there is a Total Destruction, Landlord may, at Landlord's option, either (a) repair or restore such Total Destruction within twelve (12) months of the date insurance proceeds are received by Landlord, in which event this Lease will continue in full force and effect, or (b) terminate this Lease upon written notice to Tenant within ninety (90) days after the date of the occurrence of such Total Destruction, in which event this Lease will terminate effective as of the date of the occurrence of such Total Destruction.

**15.3 Abatement of Rent.** If a Partial Damage or Total Destruction renders the Premises un-tenantable, in whole or in part, and this Lease is not terminated as a result thereof, then Rent payable under this Lease for the period during which the repair or restoration of the Premises continues will be abated in proportion to the degree to which the Premises and/or Tenant's use of the Premises is impaired as is equitable under the circumstances. Such abatement shall continue until the earlier of: (a) one hundred twenty (120) days after the date on which the Premises is delivered to Tenant with all repair/restoration work to be performed by Landlord under this Section 15 substantially completed; or (b) the date Tenant re-opens for business in the portion of the Premises previously rendered un-tenantable with all of the repair/restoration work to be performed by Landlord under this Section 15 substantially completed. Except for the abatement of Rent provided for herein, if any, Tenant will have no Claims against Landlord as a result of any Partial Damage or Total Destruction.

**15.4 Additional Conditions.** Notwithstanding anything set forth in this Section 15 to the contrary, (a) Landlord will not be obligated to commence any repairs until insurance proceeds are received by Landlord, and Landlord's obligation under this Lease will be limited to proceeds actually received by Landlord under any insurance policies which have not been required to be applied toward the reduction of any indebtedness secured by a Superior Instrument, (b) Landlord's obligations under this Section 15 will be limited to the scope of Landlord's Restoration Work, (c) Landlord will have no obligation to repair, replace or rebuild any permanent leasehold improvements to the Premises or Tenant's personal property, moveable trade fixtures or contents, and (d) no damage or destruction to the Premises will allow Tenant to surrender possession of the Premises or affect Tenant's obligation to pay Rent, except as provided in Section 15.3. Unless Landlord terminates this Lease under this Section 15, Tenant will repair and re-fixture all parts of the Premises, in a prompt and diligent manner, to a condition equal to that existing prior to its damage or destruction. Tenant will give Landlord prompt notice of any damage or destruction to any portion of the Premises.

## **16. Taking.**

**16.1 Partial Condemnation of Premises.** If there is a Partial Taking of twenty five percent (25%) or more of the usable area of the Premises, then Landlord will have the right to terminate this Lease by written notice to Tenant within sixty (60) days after receiving notice of such Partial Taking, which termination will be effective as of the date Tenant ceases to have full possession of the Premises. Tenant will pay Landlord Rent through the date of such termination and Landlord will refund Tenant any Rent prepaid by Tenant for any period after such date of termination. Furthermore, if there is a Partial Taking of (a) twenty five percent (25%) or less of usable area of the Premises, or (b) twenty five percent (25%) or more of the usable area of the Premises, but Landlord elects to extend or build an addition to the Center so that the usable area of the Premises is not less than seventy five percent (75%) of the usable area of the Premises as of the date Landlord receives notice of such Partial Taking, then this Lease will not terminate, but Base Rent payable under this Lease will be reduced in the same proportion that the rentable square footage of the Premises is reduced by or as a consequence of such Partial Taking.

**16.2 Total Condemnation of Premises.** If there is a Total Taking, then this Lease will terminate as of the date Tenant ceases possession of the Premises. Tenant will pay Landlord Rent through the date of such termination and Landlord will refund Tenant any Rent prepaid by Tenant for any period after such date of termination.

**16.3 Condemnation of Center.** If there is a Taking of more than twenty five percent (25%) of the gross area of the Center, then Landlord will have the right to terminate this Lease by written notice to Tenant within sixty (60) days after surrendering possession of the Center to such authority, which termination will be effective thirty (30) days after the date of such termination notice. Tenant will pay Landlord Rent through the date of such termination and Landlord will refund Tenant any Rent prepaid by Tenant for any period after such date of termination.

**16.4 Condemnation of Common Areas.** If there is a Taking of any part of the Common Areas, (a) except as otherwise hereinafter provided, this Lease will not terminate, (b) Rent payable under this Lease will not be reduced or abated, and (c) Tenant will not be entitled to any part of the compensation or damages awarded for such Taking. Furthermore, if the area of the Common Areas remaining following such Taking, plus any additional parking area provided by Landlord, is less than sixty five percent (65%) of the square footage of the Common Areas at the time of such Taking, Landlord will have the right to terminate this Lease by written notice to Tenant within sixty (60) days after surrendering possession of the Center to such authority, which termination will be effective thirty (30) days after the date of such termination notice. Tenant will pay Landlord Rent through the date of such termination and Landlord will refund Tenant any Rent prepaid by Tenant for any period after such date of termination.

**16.5 Compensation.** All compensation and damages awarded for any Taking (including any Partial Taking or Total Taking) will be the sole property of Landlord, whether such compensation or damages will be awarded for the unexpired portion of the Term, diminution in the value of this Lease or otherwise. Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation and damages; provided, however, that nothing in this Section 16 will be construed to preclude Tenant from prosecuting any separate Claim directly against the applicable authority (but not against Landlord) for the value of, damages to or the cost of removal of Tenant's Property which under the terms of this Lease would remain Tenant's Property upon the expiration of the Term, so long as such Claim will not diminish or otherwise affect Landlord's compensation or damages awarded for any Taking (including any Partial Taking or Total Taking). Landlord will not be liable to Tenant or any of Tenant's Representatives for any Claims (including any Claims for loss of property or loss of business) which Tenant or any of Tenant's Representatives may suffer as a consequence of any Taking (including any Partial Taking or Total Taking).

**17. Access.** Tenant will permit Landlord to enter the Premises at all reasonable times, and on reasonable advance oral or

written notice, for the purposes of (a) inspecting the Premises, (b) making repairs, alterations or improvements required or permitted to be made by Landlord under this Lease, (c) facilitating repairs, alterations or improvements to other parts of the Center, and (d) showing the Premises to prospective purchasers, the holder of (or beneficiary under) any Superior Instrument or other tenants. Landlord will use reasonable efforts to minimize any inconvenience to or disruption of Tenant; provided, however, that in no event will Landlord be obligated to employ overtime or premium labor or incur any extraordinary expenses in connection with any repairs, alterations or improvements by Landlord. Landlord and persons authorized by Landlord may enter the Premises at any time without notice to Tenant in the event of an Emergency. Any entry by Landlord under this Section will not constitute an eviction of Tenant, impose any liability to Landlord for trespass or give grounds for Tenant to terminate this Lease.

**18. Signs and Awnings.** Tenant will maintain its store signage in accordance with the Sign Criteria. Notwithstanding the foregoing, all sign installation by Tenant must have prior written approval from Landlord. The failure of Tenant to install such sign will be deemed to be an Event of Default. Tenant agrees that, throughout the Term, all of Tenant's signs and symbols in connection with the Premises, will (a) be prepared professionally, (b) be maintained in good condition and repair, (c) comply with all Requirements, and (d) comply with the Sign Criteria. Upon the expiration or earlier termination of this Lease, Tenant will promptly remove all of its signs and repair any damage resulting from such removal, failing which Landlord may remove, sell or dispose of such signs and repair such damage on Tenant's behalf, in which event Tenant will reimburse Landlord, as Additional Rent, all costs and expenses incurred by Landlord in connection therewith, and in which event the proceeds of any such sale or other disposition will belong to Landlord. Tenant's obligation under this Section will survive the expiration or earlier termination of this Lease. Furthermore, Tenant may not install any awning on the exterior building in which the Premises is located without the prior written consent of Landlord in each instance, which consent may be withheld in Landlord's sole discretion.

**19. Tenant Default.**

**19.1 Events of Default.** Each of the following will constitute an Event of Default by Tenant. (a) Tenant will fail to pay any Base Rent, Additional Rent or any other amount under this Lease when due, and such failure continues for five (5) days after notice from Landlord to Tenant; provided, however, that Landlord need only give such notice, and Tenant will have such time to cure, not more than one (1) time in any twelve (12) month period, (b) Tenant will fail to perform or observe any of its other obligations under this Lease, and such failure continues for a reasonable period of time not to exceed ten (10) days after written notice from Landlord to Tenant or, if such violation or failure will reasonably require longer than ten (10) days to cure, if Tenant will fail to commence to cure the same within ten (10) days after written notice from Landlord to Tenant and continuously prosecute the curing of the same to completion with due diligence; provided, however, that such additional period will in no event be longer than ninety (90) days; (c) Tenant or Guarantor will make a general assignment for the benefit of creditors or will file a petition for bankruptcy, reorganization, liquidation, dissolution or similar relief under the Bankruptcy Code or under any State insolvency laws; (d) a petition for bankruptcy, reorganization, liquidation, dissolution or similar proceeding is filed against Tenant or Guarantor under the Bankruptcy Code or under any State insolvency laws and the same is not discharged within forty-five (45) days of filing; (e) Tenant rejects this Lease in any proceeding under the Bankruptcy Code or any State insolvency laws; (f) a trustee, receiver or liquidator will be appointed for the property of Tenant or any Guarantor, and the same is not vacated or set aside within forty-five (45) days of the appointment; (g) Tenant will fail to accept possession of the Premises on the Commencement Date; (h) Tenant will vacate or abandon the Premises; (i) Tenant assigns this Lease or subleases the Premises, except as expressly permitted under Section 13 of this Lease; (j) Tenant will be late a total of three (3) times in any twelve (12) month period in the payment of Rent due Landlord under this Lease, or will repeatedly default in the keeping, observing or performing of any other obligations of Tenant under this Lease; provided, however, that notice of such non-payment or other defaults will have been given to Tenant as provided in this Lease, but irrespective of whether or not Tenant will have timely cured any such payment or other defaults for which notice was given; (k) Tenant's acts or omissions cause any fines, penalties or similar charges to be assessed against Landlord or the Center; (l) Tenant's failure to provide to Landlord, within twenty (20) days after written demand from Landlord, adequate assurances (including supporting documentation reasonably requested by Landlord) of Tenant's intent and ability to pay and perform all of Tenant's obligations under this Lease, and (m) any default under the Previous Lease.

**19.2 Right of Re-Entry.** Landlord, in its sole discretion and without further notice to Tenant, may at any time after an Event of Default re-enter and take possession of the Premises with or without terminating this Lease. No re-entry or taking possession of the Premises by Landlord will (a) constitute a forfeiture of any Rents payable by, or a waiver of any obligations of, Tenant under this Lease, or (b) be construed as an election on Landlord's part to accept a surrender of the Premises unless written notice of such intention is given by Landlord to Tenant. In the event of such re-entry, Landlord will have the right, but not the obligation, to re-lease all or a portion of the Premises for such periods of time, at such rental rates, for such uses and upon such other terms and conditions as Landlord may elect in its sole discretion. If Landlord re-leases all or a portion of the Premises, then Landlord will apply the net rent actually received by Landlord from such re-letting first to the payment of Landlord's Recovery Costs. The balance, if any, will be applied by Landlord, from time to time, toward the Rent due and payable by Tenant under this Lease, with the right reserved to Landlord to bring such action or proceedings for the recovery of any deficiency remaining unpaid from time to time without the obligation to await the end of the Term for the final determination of Tenant's total remaining obligations under this Lease. The failure of Landlord to re-let any portion of the Premises or, if Landlord re-lets any portion of the Premises, the failure of Landlord to collect any rent from such re-letting, will not release, limit or otherwise affect any of Tenant's obligations under this Lease. Landlord may make such improvements, alterations and repairs in or to the Premises as Landlord, in its sole discretion, deems necessary or desirable for the purpose of re-letting the Premises and the same will not release, limit or otherwise affect any of Tenant's obligations under this Lease.

**19.3 Right to Terminate.** Landlord, irrespective of the date on which its right of reentry will have accrued or be exercised, will have the right, whether for rent or possession or otherwise, to terminate this Lease and the tenancy hereby created. Except to the extent required by applicable law, Landlord is under no affirmative duty to maximize the rent collected from any replacement tenant or otherwise mitigate Landlord's damages and Tenant waives any legal or equitable right or defense that Landlord mitigate its damages. This right to terminate is exercisable by a written notice to Tenant, which written notice may be part of a notice of default previously delivered to Tenant, and, as such, may be conditioned upon Tenant's failure to cure the default and the Event of Default. The termination may be made effective as of the Event of Default, or thereafter, and, if not

otherwise specified, will be deemed to be effective immediately. Upon such termination, Landlord will be entitled to and may take immediate possession of the Premises, and any other notice or demand being hereby waived. Such termination does not, however, release Tenant from liability for Rent then overdue or remaining under this Lease but will, if permitted by the laws of the State where the Premises are located, operate to accelerate the entire balance of the Term Rent and other charges due over the entire Lease Term, which will become immediately due and payable by Tenant, along with all overdue Rent and charges.

If Landlord terminates this Lease as provided above, Landlord will be entitled to recover from Tenant all damages and other sums which Landlord is entitled to recover under any provision of this Lease or at law or in equity or otherwise, including, but not limited to, all of the accrued Base Rent and Additional Rent for the period up to and including such termination date, as well as all other additional sums payable by Tenant or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease which may be then owing and unpaid and all costs and expenses, including without limitation, court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder and, in addition, any damages provable by Landlord as a matter of law including, without limitation, an amount equal to the then present value (using a discount rate of five percent (5%)) of the excess of the Base Rent and Additional Rent provided to be paid for the remainder of the Term over the fair market rental value of the Premises (determined at the date of termination of this Lease by Landlord in Landlord's reasonable discretion) after deduction of all anticipated expenses of reletting. In the alternative, Landlord will have the right, at Landlord's option, from time to time, to recover from Tenant, and Tenant will remain liable for all Base Rent, Additional Rent and other amounts due and owing under this Lease, plus (x) damages equal to all other sums which would have accrued under this Lease after the date of termination had it not been terminated, such damages to be due and payable as such sums would have become due, less (y) such amounts as Landlord may receive from reletting, if any, after first paying all costs of such reletting, including, without limitation, brokerage commissions and the costs of reasonable repairs, alterations, additions and redecorations, and the expenses of re-entry. The net amounts of rent from any re-letting collected remaining after such expenses will operate only as an off-setting credit against the amount due hereafter with any excess or residue belonging to Landlord solely. Should the fair market rental value of the Premises after deduction of all anticipated expenses of reletting exceed the Base Rent and Additional Rent provided to be paid by Tenant for the remainder of the Term, Landlord will not be obligated to pay to Tenant any part of such excess or to credit any part of such excess against any other sums or damages for which Tenant may be liable to Landlord.

**19.4 Right to Remove Property.** If Landlord re-enters the Premises under this Lease, Landlord may remove, sell, dispose of and/or store Tenant's Property at the sole risk, cost and expense of Tenant, and Landlord will in no event be responsible for safekeeping any of Tenant's Property and the proceeds of any such sale or other disposition will belong to Landlord. Within ten (10) days of demand by Landlord, Tenant will pay to Landlord, as Additional Rent, all costs and expenses incurred by Landlord in connection with such removal or storage of Tenant's Property.

**19.5 Right to Perform; Reimbursement for Costs of Enforcement.** If Tenant fails to make any payment or perform any other obligation under this Lease, after applicable notice and cure periods, Landlord will have the right (in its sole discretion), but not the obligation, to make such payment or perform such other obligation on behalf of Tenant, without waiving or releasing Tenant from any obligation under this Lease. Within ten (10) days of demand by Landlord, Tenant will pay to Landlord, as Additional Rent, all payments made by Landlord on behalf of Tenant, and all costs and expenses incurred by Landlord on behalf of Tenant, together with interest thereon at the Applicable Interest Rate from the date such sums were paid by Landlord through the date of repayment by Tenant. Tenant will reimburse and pay to Landlord all costs and expenses of Landlord in connection with Landlord's enforcement of its rights and remedies hereunder, including court costs and reasonable attorneys' fees all of which will be deemed Additional Rent.

**19.6 Dishonored Check.** If any check of Tenant is dishonored by Tenant's bank, a Late Charge will be imposed on the amount due. In addition, Tenant will pay a service charge to Landlord in the amount of Two Hundred Fifty Dollars (\$250.00) per such check to cover administrative expenses of Landlord. If, during the Term, more than two (2) checks of Tenant are dishonored by Tenant's bank, then, upon Landlord's request, Tenant will pay all future Rent by cashier's check or money order only.

**19.7 Interest.** In addition to any Late Charge, if Tenant fails to pay any amount due under this Lease, after applicable notice and cure periods, then such unpaid amount will bear interest at the Applicable Interest Rate from the date when the particular amount became due through the date of repayment to Landlord. Notwithstanding anything set forth in this Lease to the contrary, Tenant will not be obligated to pay, and Landlord will not be entitled to collect, any Late Charges or interest which collectively would be greater than the highest legal rate of interest which may be charged under the laws of the State. Accordingly, any such charges which would be in violation of the laws of the State will be reduced to the extent necessary to avoid such violation.

**19.8 Remedies Cumulative.** In the event of a breach or threatened breach by Tenant of any of the terms of this Lease, Landlord will have all rights and remedies available to Landlord under this Lease, at law or in equity, including the right to (a) obtain injunctive and declaratory relief (temporary or permanent), (b) summary proceedings, and (c) institute a distress for rent action; it being agreed that (i) Tenant expressly waives any bonding requirements, (ii) Landlord will not be required to file any bond in any distress action, and (iii) Tenant expressly waives any right to replevy distrained property. All rights and remedies of Landlord will be cumulative and no right or remedies under this Lease will exclude any other rights or remedies of Landlord.

**19.9 Mitigation.** To the extent required by applicable law, Landlord will use commercially reasonable efforts to mitigate the damages it suffers as a result of Tenant's default under this Lease; provided, however, that Tenant agrees that (i) Landlord will have satisfied its obligation to mitigate damages if Landlord endeavors, in good faith, to re-lease the Premises, (ii) Landlord will not be required to give preference to the Premises over other vacant space in the Center or any other property owned or controlled by Landlord or any affiliates thereof, (iii) Landlord may reject any prospective tenant who, in Landlord's reasonable discretion, is disreputable, whose business does not enhance the Center, who does not have sufficient business experience, or who lacks the financial ability to perform the tenant's obligations under Landlord's then current form Lease, (iv) under no circumstances will Landlord be required or obligated to relet or attempt to relet the Premises for any period of time beyond the then applicable Expiration Date, and (v) Landlord may reject any offer to lease the Premises at a rate which is less

than the rate being charged for comparable space in the Center or on terms that are less favorable than those contained in this Lease or which (in Landlord's reasonable discretion) is not in the best interests of the Center.

20. **Landlord Default.** If Landlord fails to perform or observe any of its obligations under this Lease and such failure continues for more than thirty (30) days after Tenant has delivered written notice thereof to Landlord and Landlord's Mortgagee, such failure will constitute a default under this Lease unless Landlord disputes the claimed default in good faith by written notice to Tenant within such thirty (30) day period; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord will not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant will identify the Lease provisions containing the Landlord's obligations that are the subject of Tenant's complaint and specify in reasonable detail the nature and extent of Landlord's failure with respect thereto. If Landlord or Landlord's Mortgagee fails to cure any default within the applicable grace period, Tenant will have the right to seek injunctive relief to remedy such default. Tenant will not be entitled to terminate this Lease, or seek to recover damages, in connection with any default by Landlord.

21. **Landlord's Lien and Security Interest.** In addition to any statutory lien which Landlord may have under applicable law, Tenant hereby grants to Landlord a first priority lien on and security interest in and to Tenant's Property, together with any insurance proceeds or other proceeds thereof. Tenant will not grant a lien or security interest to any other Person. This Lease constitutes a security agreement and creates a security interest in personal property under the Uniform Commercial Code. Tenant will execute and deliver to Landlord such financing statements and such further assurances as Landlord may, from time to time, consider necessary to create, perfect and preserve its lien and security interest. Furthermore, Tenant hereby designates Landlord as Tenant's attorney-in-fact for the sole and limited purpose of executing such financing statements and other instruments and any such execution by Landlord pursuant to this Lease will be effective and binding upon Tenant as though executed originally by Tenant. Tenant hereby also authorizes Landlord at any time and from time to time to file any such initial financing statements and any amendments thereto and continuation statements with or without signature of Tenant as authorized by applicable law. Upon an Event of Default, in addition to all other rights and remedies available to Landlord, Landlord will have the right, but not the obligation, to (a) remove and store Tenant's Property at the sole risk, cost and expense of Tenant, and Landlord will in no event be responsible for safekeeping any of Tenant's Property, (b) sell or otherwise dispose of Tenant's Property, with or without notice, in such manner as Landlord will determine in its sole discretion, and (c) become the purchaser of any Tenant's Property upon offering the highest price at any such sale. The proceeds of any such sale will be applied, first to the cost and expense of such sale, second to any cost and expense of such storage and removal, and, third to the payment of any amounts owed from Tenant to Landlord under this Lease. The balance, if any, will be paid to Tenant.

22. **Quiet Enjoyment.** If and so long as Tenant pays all Rent and performs all other obligations of Tenant under this Lease, Tenant will quietly enjoy the Premises during the Term without material hindrance by Landlord or anyone claiming by, through or under Landlord, subject to the terms of this Lease and any Superior Instrument.

23. **Holdover Tenancy.** If Tenant will hold over after the expiration of the Term without the written consent of Landlord, which consent may be withheld in Landlord's sole discretion, then Landlord may at its option (a) exercise any right or remedy available to Landlord under this Lease or otherwise, or (b) deem Tenant to be occupying the Premises on a month-to-month basis, which tenancy may be terminated by either party on thirty (30) days written notice to the other party. During any holdover tenancy, Tenant will be bound by all terms of this Lease; provided, however, that Tenant will pay to Landlord, monthly in advance, Rent in an amount equal to two hundred percent (200%) of the Rent which was payable in the last full calendar month of the Term. Without limiting any of Landlord's other rights and remedies, if Landlord re-lets the Premises (or any portion of the Premises) to another Person and the term of such lease commences during the period in which Tenant holds over, Landlord will be entitled to recover from Tenant any and all Claims (including loss of profits) of Landlord arising out of Tenant's failure or inability to vacate and surrender possession of the Premises to Landlord as and when required under this Lease.

24. **No Oral Amendment; No Waiver; No Oral Consent.** This Lease will not be amended, supplemented or otherwise modified except by a further agreement in writing duly executed and delivered by Landlord and Tenant. The failure of Landlord or Tenant to exercise any right in one or more instances will not be construed as a waiver by Landlord or Tenant of such right or of any subsequent breach of any such right. Wherever this Lease requires consent or approval of Landlord, such consent or approval will only be effective if given in a written instrument duly executed and delivered by Landlord.

25. **Notices.** All notices, requests and other communications under this Lease must be in writing and either (x) delivered by hand (against a signed receipt), (y) delivered to a nationally recognized overnight air courier service for "next business day" delivery, or (z) delivered by U.S. certified mail, postage prepaid and return receipt requested, in each case addressed as follows:

If to Landlord: SVAP Golf Mill Retail, L.P.  
340 Royal Poinciana Way, Suite 316  
Palm Beach, Florida 33480  
Attn: Gregory Moross

If to Tenant:  
  
Village of Niles  
1000 Civic Center Drive  
Niles, Illinois 60714  
Attn: Steve Vinezano

Such notices, requests and other communications under this Lease will be deemed to have been received (a) on the date of delivery or refusal of delivery, if delivered by hand (against a signed receipt), (b) on the first business day after having been delivered to a nationally recognized overnight air courier service for "next business day" delivery, or (c) three (3) business days after mailing, if sent by U.S. certified mail, postage prepaid and return receipt requested. Either party may change its address

under this Lease by giving written notice of such change to the other party in the manner provided in this Section. The respective attorneys for each party are authorized to give any notices, make any requests and send any other communications under this Lease on behalf of their respective clients.

26. **Exhibits; Riders.** All exhibits and riders, if any, attached to this Lease are made a part of this Lease by this reference and the terms of any such exhibits or riders will control over any inconsistent terms of this Lease.

27. **Limitation of Landlord's Liability.** The term "Landlord" as used in this Lease will mean only the owner, at the time in question, of the fee title or ground lease estate, as the case may be, to the Center. In the event of any transfer of such fee title or ground lease estate, the then Landlord named in this Lease will be relieved of all of its obligations under this Lease from and after the date of such transfer; provided, however, that such Landlord will deliver to the grantee any funds then held by Landlord in which Tenant has an interest. The obligations of Landlord under this Lease will, subject to this Section, be binding on Landlord's successors and assigns, only during each Landlord's respective period of ownership. The obligations of Landlord under this Lease do not constitute personal obligations of Landlord or any Landlord's Representatives. Thus, Tenant will look solely to Landlord's then existing interest in the Center, and to no other assets of Landlord, for satisfaction of any liability of Landlord under this Lease, and will not seek recourse against any of Landlord's Representatives, or any of their personal assets for such satisfaction. No other properties or assets of Landlord will be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or the satisfaction of any other remedy of Tenant, arising out of or in connection with this Lease, the relationship of the parties to this Lease or Tenant's use of the Premises. In no event will Landlord be liable or responsible for any consequential, punitive, incidental or special damages.

28. **Landlord's Reserved Rights.** Landlord reserves the right at any time to (a) make or permit changes or revisions in the plan for the Center, including additions or supplements to, and reductions, rearrangements, alterations or modifications of, the building, areas and the Commons Areas comprising the Center, (b) construct improvements in, and make alterations of, the Center, including the right to build additional stories on any building comprising the Center and the right to construct areas for kiosks, pushcarts and other displays in the Commons Areas, (c) erect temporary scaffolds and similar aids to construction on the exterior of the Premises and the Center; provided, however, that access to the Premises will not be denied, (d) install, maintain, use, repair and replace within the Premises pipes, ducts, conduits, wires and all other mechanical equipment serving the Premises and other occupants of the Center, provided, however, that the same will be in locations within the Premises that will not unreasonably deny Tenant's use of the Premises, and (e) convey portions of the Center to others for the purpose of, among other things, constructing buildings or improvements thereon; provided, however, that no such conveyance will reduce the parking areas below the number of parking spaces required by applicable Requirements. In addition, Landlord will have the exclusive right to use the roof of the Premises, the side or rear walls of the Premises, and the other structural elements of the Premises (including free-standing columns and footings for all columns), for any purpose; provided, however, that such use will not encroach on the interior of the Premises unless (i) all work carried on by Landlord with respect to such encroachment will be done during hours when the Premises are not open for business and otherwise will be carried out in such a manner as not to unreasonably interfere with Tenant's operations in the Premises, (ii) Landlord, at its sole cost and expense, will provide any security services to the Premises required by such work, and (iii) Landlord, at its sole cost and expense, will repair all physical damage to the Premises resulting from such work. Tenant acknowledges that the Center has been developed as a shopping center for the mutual use and enjoyment of its various tenants and occupants, and further acknowledges that, from time to time, such other tenants and/or occupants of the Center may engage in such activities, including, without limitation, construction and/or renovation of their respective premises, which activities may, from time to time, generate noise and/or vibrations affecting portions of the Center, including, without limitation, the Premises. Without waiving any rights and/or remedies which Tenant may have at law or in equity against such other tenants and/or occupants of the Center, including, without limitation, claims of nuisance and/or trespass, Tenant acknowledges that such activities, and the noise and vibrations generated thereby, shall in no event constitute a breach by Landlord of any provision of this Lease, a breach of Tenant's quiet enjoyment, an actual or constructive eviction, or release Tenant from any of its obligations under this Lease, including, without limitation, its obligation to pay Rent.

29. **Successor Landlord.** If a Successor Landlord acquires title to the Center (or any portion of the Center), the then Landlord will have the right to assign this Lease to such Successor Landlord, in which event Landlord will be released from all subsequent obligations under this Lease and Tenant will attorn to such Successor Landlord as Landlord under this Lease. Any Successor Landlord will not be: (a) liable for any act or omission of Landlord, (b) subject to any defense, claim, counterclaim, set-off or offset which Tenant may have against Landlord, (c) bound by any prepayment of more than one month's Rent, (d) bound by any obligation to make any payment to Tenant which was required to be made prior to the time such Successor Landlord acquired title to the Center, (e) bound by any obligation to perform any work or to make improvements to the Premises or the Center, (f) intentionally deleted (g) liable for the payment of any unafforded tenant improvement allowance, refurbishment allowance or similar obligation. In addition, in the event any proceedings are brought for the foreclosure of, or in the event of conveyance by deed in lieu of foreclosure of, or in the event of exercise of the power of sale under, any mortgage or deed of trust made by Landlord covering the Premises, upon assumption of this Lease by such Successor Landlord, Tenant shall attorn to, and covenants and agrees to execute an instrument in writing reasonably satisfactory to such Successor Landlord whereby Tenant attorns to, such Successor Landlord and recognizes such Successor as Landlord under this Lease, although any such instrument shall not be necessary to effectuate Tenant's agreement to attorn hereunder.

30. **Estoppel Certificate.** Within ten (10) days after Landlord's request, Tenant will from time to time execute and deliver (in recordable form) a certificate, together with a true and correct copy of this Lease, certifying (a) that this Lease is in full force and effect without modifications, (b) the amount, if any, of the prepaid Rent under this Lease, (c) the dates to which Rent has been paid under this Lease, (d) that Landlord has performed all of its obligations, and Tenant has no claims or counterclaims against Landlord, under this Lease, (e) that Tenant has no defenses, deductions or offsets with respect to its obligations under this Lease, (f) there is no event or condition that would give Tenant the right to terminate this Lease, and (g) any other fact reasonably requested by Landlord. Tenant's failure to properly execute and deliver such certificate (with such exceptions or modifications that Tenant may assert in good faith) within such ten (10) day period, will constitute an Event of Default that is not thereafter subject to being cured. Furthermore, Tenant acknowledges that Landlord will suffer substantial damages if Tenant does not execute and deliver such certificate in accordance with this Section. Therefore, in addition to any other right or remedy available to Landlord, Tenant will pay Landlord the sum of \$100 per day for each day of delay in delivering such certificate. The parties

agree that this is a fair and reasonable estimation of Landlord's actual costs and damages which would be incurred in the event of a delay in the delivery of such certificate and does not constitute a penalty.

**31. Intentionally Deleted.**

**32. No Accord or Satisfaction.** No receipt and retention by Landlord of any payment by Tenant in connection with this Lease will give rise to or otherwise constitute an accord or satisfaction, compromise or other settlement, notwithstanding any accompanying statement, instruction or other assertion to the contrary. Landlord may apply any such payment to any Rent due and payable by Tenant under this Lease in such manner as Landlord determines, in its sole discretion, without prejudice to Landlord's right to recover the balance of any Rent or to pursue any other right or remedy. In addition, Landlord's acceptance of the keys to the Premises from Tenant before the expiration of the Term will not operate as a termination of this Lease or a surrender of the Premises.

**33. Severability.** The parties intend this Lease to be legally valid and enforceable in accordance with all of its terms to the fullest extent permitted by law. If any term of this Lease is held to be invalid or unenforceable, then such term will be stricken from this Lease and the remaining terms will continue to be valid and enforceable.

**34. Subordination.** This Lease, and the rights of Tenant hereunder, will be subject and subordinate to any Superior Instrument; provided, however, that the holder of any Superior Instrument will have the right at any time, upon written notice to Tenant, to subordinate such Superior Instrument, without Tenant's consent, in which event this Lease will be deemed prior and superior to such Superior Instrument without regard to their respective dates of execution, delivery or recording. This Section will be self-operative and no further instrument of subordination will be required by the holder of any Superior Instrument; provided, however, that within ten (10) days after Landlord's request, Tenant will from time to time execute and deliver documentation that may be reasonably required to confirm the provisions of this Section. Tenant's failure to properly execute and deliver such documentation within such ten (10) day period, will constitute an Event of Default that is not thereafter subject to being cured.

**35. Time.** Time is of the essence with respect to all obligations of Tenant under this Lease. All days set forth in this Lease will be deemed to be calendar days unless specifically stated to be business days.

**36. Successors and Assigns.** This Lease will be binding on and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, administrators, and, except as otherwise provided, successors and assigns.

**37. Relationship of Parties.** Neither party will be deemed to be a partner of the other, and neither party will be liable for any debts or obligations incurred by the other in the conduct of such other party's business or otherwise. The relationship of the parties will at all times be that of landlord and tenant. There is no fiduciary relationship between Landlord and Tenant and neither party will owe any fiduciary duties to the other.

**38. Authority; Liability.** If Tenant is a corporation, partnership, limited liability company or other entity, Tenant represents and warrants to Landlord that (a) Tenant is duly organized, validly existing and in good standing under the laws of the state in which it was formed and is duly qualified to transact business in the State, (b) Tenant has full power to execute, deliver and perform its obligations under this Lease, (c) the execution and delivery of this Lease, and the performance by Tenant of its obligations under this Lease, have been duly authorized by all necessary action of Tenant, and do not contravene or conflict with any organizational documents of Tenant or any other agreement binding on Tenant, and (d) the individual executing this Lease on behalf of Tenant has full authority to do so. If there is more than one Person constituting Tenant, each Person will be jointly and severally liable with the other Person constituting Tenant for the performance of all of the obligations of Tenant under this Lease. If Tenant is a partnership, each and every present and future general partner of Tenant will be and remain at all times jointly and severally liable under this Lease and neither the death, resignation or withdrawal of any partner, nor the subsequent modification or waiver of any of the terms of this Lease, will operate to release any partner under this Lease.

**39. No Third Party Beneficiaries.** This Lease is not intended to benefit or confer any rights upon any third party, and to such other party may enforce any rights or obligations arising under this Lease against any of the parties to this Lease as a third party beneficiary, except rights contained herein for the benefit of the holder of any Superior Instrument (including any Mortgagee).

**40. Applicable Law; Venue.** This Lease will be construed according to the laws of the State without application of conflicts of laws principles. Any legal action or proceeding arising out of this Lease will be instituted in a court (federal or state) located in the County in which the Center is located, which will be the exclusive jurisdiction and venue. In addition, Landlord and Tenant waive any objection either may now or hereafter have to the laying of venue of any legal action or proceeding in such courts, and further waive the right to plead or claim that any legal action or proceeding brought in such courts has been brought in an inconvenient forum. This provision will not be construed as a waiver of service of process in any action or proceeding.

**41. Broker Indemnification.** Tenant represents and warrants to Landlord that, other than Broker, Tenant has not dealt with any broker, finder or similar agent in connection with the negotiation, execution or delivery of this Lease. Tenant will indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord and Landlord's Representatives from and against any and all Claims for any commission, finder's fee or other compensation in connection with the negotiation, execution or delivery of this Lease by any Person claiming by, through or under Tenant. Tenant's obligations under this Section will survive the expiration or earlier termination of this Lease.

**42. Effect of Bankruptcy.** Tenant will not assign, mortgage or encumber this Lease, or permit any part of the Premises to be subleased, except as specifically set forth in Section 13 above; provided, however, that if this Lease is assigned to any Person pursuant to the Bankruptcy Code, all consideration payable in connection with such assignment will be paid to Landlord, remain the exclusive property of Landlord and will not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. If any such consideration is paid to Tenant, then Tenant will hold the same in trust for the

benefit of Landlord and pay Landlord as promptly as possible. When, under the Bankruptcy Code, any trustee or debtor in possession is obligated to pay reasonable use and occupancy charges for the use of all or part of the Premises, such charges will be not less than the Base Rent and Additional Rent then payable under this Lease. If a proceeding under the Bankruptcy Code is instituted by or against Tenant, Tenant will not seek an extension of time within which it must assume or reject this Lease under Section 365(d)(4) of the Bankruptcy Code and Tenant irrevocably waives and relinquishes any right it may have to seek an extension to the fullest extent permitted by applicable law. Failure of Tenant to assume this Lease within the sixty (60)-day time period provided in Section 365(d)(4) of the Bankruptcy Code, without extension of that time period, will conclusively and irrevocably constitute Tenant's rejection of this Lease and waiver of any rights of Tenant to assume or assign this Lease. Tenant's rejection of this Lease under the Bankruptcy Code will constitute an Event of Default, which will entitle Landlord to terminate this Lease upon written notice to Tenant.

**43. Surrender of Premises.** At the expiration or earlier termination of this Lease, Tenant will (a) surrender the Premises to Landlord in good order and condition, broom cleaned, casualty, condemnation and ordinary wear and tear excepted, (b) surrender all keys for the Premises, inform Landlord of all locks and remove all safes, if any, on the Premises, and (c) remove Tenant's Property from the Premises and repair any damage caused by such removal. If Tenant fails to perform any of its obligations under this Section, Landlord will have the right (in its sole discretion), but not the obligation, to perform such obligations on behalf of Tenant, without waiving or releasing Tenant from any obligation under this Lease. If Landlord elects to perform any of the obligations of Tenant under this Section, then within ten (10) days of demand by Landlord, Tenant will pay to Landlord all costs and expenses incurred by Landlord on behalf of Tenant, together with interest thereon at the Applicable Interest Rate from the date such sums were paid by Landlord through the date of repayment by Tenant. Landlord's rights and Tenant's obligations under this Section will survive the expiration or earlier termination of this Lease.

**44. Attorneys' Fees.** If Landlord files any suit, action or proceeding arising out of or relating to this Lease, the Premises or the Center (including (a) the enforcement or interpretation of either party's rights or obligations under this Lease whether in contract, tort, or both, or (b) the declaration of any rights or obligations under this Lease), and Landlord is the prevailing party, as determined by the court, Landlord will be entitled to recover from Tenant reasonable attorneys' fees and costs. In addition, if Landlord (i) becomes a party to any suit, action or proceeding involving this Lease, the Premises or the Center, other than a suit, action or proceeding between Landlord and Tenant, (ii) engages counsel to collect any amounts owed by Tenant under this Lease, or (iii) engages counsel to enforce the performance of any obligations of Tenant under this Lease, without commencing a suit, action or proceeding, then Tenant will, within ten (10) days of written demand by Landlord, pay to Landlord all reasonable attorneys' fees and costs incurred by Landlord in connection therewith. All references in this Lease to attorneys' fees will also be deemed to include fees of all legal assistants, fees of the in-house legal staff of Landlord or its Affiliates, and will include all fees incurred through all post-judgment and appellate levels.

**45. Recording.** In no event will this Lease be recorded; provided, however, that Tenant will, within ten (10) days of written request from Landlord, execute and deliver to Landlord, for recording purposes, a memorandum of this Lease prepared by Landlord.

**46. Force Majeure.** Landlord will not be required to perform any obligation under this Lease if such performance is delayed or prevented by force majeure, which will include acts of God, labor disputes (whether lawful or not), material or labor shortages, restrictions by any Governmental Authority, floods, hurricanes and any other cause that is not within the reasonable control of Landlord.

**47. Tender and Delivery of Lease.** Submission of this Lease by Landlord does not constitute an offer, right of first refusal, reservation or option for the Premises or any other space in the Center. The execution and delivery of this Lease by Tenant to Landlord will be deemed to be Tenant's offer to lease the Premises in accordance with the terms of this Lease. This Lease will only become binding on Landlord if Landlord executes and unconditionally delivers this Lease to Tenant.

**48. Hazardous Materials; Mold; Radon Gas.**

**48.1 No Hazardous Materials.** Tenant will not cause or permit: (a) the Premises to be used to manufacture, process, transport, store, handle or dispose of any Hazardous Materials, except for de minimus amounts used in the normal course of the operation of Tenant's business in compliance with all applicable Requirements, or (b) any release of any Hazardous Materials to or about the Premises or the Center as a result of any act or omission of Tenant or any of Tenant's Representatives.

**48.2 No Mold Conditions.** Tenant will not create or permit to exist any Mold Conditions in or about the Premises or the Center. Tenant will, at its sole cost and expense, regularly monitor the Premises for the presence of any Mold Conditions. In the event of any suspected or actual Mold Conditions at the Premises, Tenant will immediately notify Landlord in writing of the same and the precise location thereof. If any Mold Conditions in or about the Premises or any other part of the Center are a result of any actions or omissions of Tenant or any Tenant's Representatives, Tenant will promptly, at its sole cost and expense, retain a licensed and experienced Mold remediation contractor to completely clean-up and remove from the Premises and the Center all such Mold Conditions. All such clean-up, removal and remediation will, in each instance, be conducted to the satisfaction of Landlord and any applicable Governmental Authority and otherwise in compliance with applicable Requirements. There will be no abatement of Rent on account of any clean-up, removal or remediation of any such Mold Condition.

**48.3 Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Illinois. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**48.4 Indemnity.** Tenant will indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord and Landlord's Representatives from and against any and all Claims arising out of or in connection with any of the following caused by Tenant or any of Tenant's Representatives: (a) the presence, disposal, release or threatened release of any Hazardous Materials with respect to the Premises or the Center, (b) any personal injury, including wrongful death, or damage to property,

real or personal, arising out of or related to such Hazardous Materials, (c) any suit, action or proceeding brought, threatened or settled by any Governmental Authorities in connection with such Hazardous Materials, (d) any violation of any Environmental Law, or any rules and regulations of Landlord, which are based upon or in any way related to such Hazardous Materials, and (e) any Mold Conditions in or about the Premises or the Center.

**48.5 No Limitations; Survival.** The provisions of this Section 48 will be in addition to any other obligations Tenant may have to Landlord at law or in equity. Landlord's rights and Tenant's obligations under this Section 48 will survive the expiration or earlier termination of this Lease.

**49. Relocation of Premises.** Recognizing that the Center has a number of tenant spaces, and the needs of tenants for space may vary from time to time, Landlord will have the right (but will in no event be obligated) prior to and during the Term, at its expense, to remove Tenant from the Premises and relocate Tenant in other comparable space, selected by Landlord, of approximately the same dimensions and size within the Center. Tenant will fully cooperate with Landlord and Landlord's Representatives in all aspects of the relocation. Landlord may use installations, equipment, fixtures, machinery, decorations and materials from Tenant's then-existing space (as well as other materials), so that the space to which Tenant is relocated will be comparable in its interior design and decoration to the space from which Tenant is removed. During the relocation period, Landlord will use reasonable efforts not to unduly interfere with Tenant's business activities. Landlord will substantially complete the relocation within a reasonable time under all then-existing circumstances. This Lease will remain in full force and effect and be applicable to any such replacement space, and such replacement space will be deemed to be the "Premises" under this Lease, except that Base Rent will be adjusted to reflect the square footage of the replacement space, a substitute Exhibit B showing the replacement space as the "Premises" will be added to this Lease and any computations which are based on the floor area will be based on the square footage of the replacement space, all to be effective from and after the date that the relocation occurs. Upon request, Tenant will execute and deliver to Landlord any documents which Landlord may reasonably request to evidence and confirm the relocation. Landlord's exercise of its right to remove and relocate Tenant will not release Tenant in whole or in part from any of its obligations under this Lease for the remainder of the Term. Furthermore, no rights granted in this Lease to Tenant, including the right of peaceful possession and quiet enjoyment, will be deemed breached or interfered with by reason of Landlord's exercise of its right to remove and relocate Tenant under this Section.

**50. REA.** This Lease, and the rights of Tenant hereunder, are and shall be subject and subordinate to any REA. This Section will be self-operative and no further instrument of subordination will be required in order to give effect to the provisions of this Section. Tenant acknowledges that an REA may contain, inter alia, terms, covenants, conditions, restrictions and/or other requirements (including, without limitation, with respect to construction, alterations, operations, easements, signage, insurance, casualty and condemnation, maintenance standards, building height restrictions, permissible building areas, use restrictions, parking restrictions, and other similar and dissimilar matters) which may affect Tenant's occupancy, use, and enjoyment of the Premises and other portions of the Center, and may affect and/or otherwise limit the express rights of Tenant set forth in this Lease. Anything in this Lease to the contrary notwithstanding, Tenant covenants and agrees that it shall be bound by the covenants, conditions, restrictions and/or other requirements of the REA, and shall not by act or omission cause (or permit any of Tenant's Representatives to cause) any violation of any REA, and shall comply (and cause each of Tenant's Representatives to comply) with each and every provision of any REA applicable to Tenant's use and occupancy of the Premises and the Center throughout the Term.

**51. Termination of Lease.** Each of Landlord and Tenant will have the right to terminate the Lease upon not less than ninety (90) days prior written notice to the other party, which notice will set forth the Early Termination Date. Any termination of the Lease under this Section 51 will be subject to the following conditions:

**51.1 Tenant's Conditions Precedent.** If Tenant elects to terminate the Lease, then (a) Tenant will not be in default under any of the terms, covenants, and conditions of the Lease beyond any applicable grace period; (b) no part of the Premises will be sublet for a term extending beyond the Early Termination Date; and (c) the Lease will not have been assigned by Tenant; all three of the preceding conditions must be met both at the date of delivery by Tenant of its written election to terminate and on the Early Termination Date.

**51.2 Termination of Term.** Upon termination under this Section 51, the Lease will cease and expire on the Early Termination Date with the same force and effect as if the Early Termination Date were the date originally provided in the Lease as the expiration date of the Lease term. However, Tenant's obligations to pay rent and to perform all other obligations under the Lease for the period up to and including the Early Termination Date will survive the termination of the Lease.

**51.3 Surrender of Premises.** Tenant will vacate and surrender possession of the Premises to Landlord on or before the Early Termination Date, with time being of the essence, in broom clean condition, with all of Tenant's personal property removed and otherwise in accordance with the terms of this Lease as if the Early Termination Date was the original expiration date of the Term. Tenant will not be released from any of its obligations under this Lease until Tenant has vacated and surrendered possession of the Premises in accordance with this Lease. Therefore, Tenant will remain liable for all Rent and all other sums payable under this Lease through and including the Early Termination Date and will pay all such amounts in accordance with this Lease. If Tenant vacates and surrenders the Premises on or before the Early Termination Date, and pays all amounts due and payable to Landlord under this Lease through and including the Early Termination Date, then Tenant will have no further obligations under this Lease after the Early Termination Date, except for those obligations that expressly survive the expiration of this Lease.

**51.4 Failure to Surrender Premises.** If Tenant fails to vacate and surrender the Premises on or before the Early Termination Date, then such failure will constitute an Event of Default by Tenant under this Lease and, in addition to any other right or remedy available to Landlord, (a) Tenant will pay, as Additional Rent, Landlord the amount of Five Hundred Dollars (\$500.00) per full or partial day for which Tenant occupies the Premises beyond the Early Termination Date, which payment will be in addition to Base Rent and Additional Rent payable to Landlord under the Lease; (b) Landlord will be entitled to recover from Tenant any and all Claims (including loss of profits and other consequential damages) of Landlord arising out of Tenant's



THE PARTIES have executed and delivered this Lease as of the Effective Date.

WITNESSES.

*Heaven Lynch*  
Print Name: Heaven Lynch  
*Ally Elmy*  
Print Name: ALY ELMY

LANDLORD:

SVAP GOLF MILL RETAIL, L.P., a Delaware limited partnership

By: SVAP Golf Mill Retail GP, LLC, a Delaware limited liability company, its general partner

By: SVAP Golf Mill, L.P., a Delaware limited partnership, its manager

By: SVAP GP, LLC, a Delaware limited liability company, its general partner

By: *[Signature]*  
Brian Kosoy  
President



TENANT:

VILLAGE OF NILES, ILLINOIS

By: *[Signature]*  
Name:  
Title: Village President

By: *[Signature]*  
Name:  
Title: Village Manager

By: *Marlene J. Victorine*  
Name:  
Title: Village Clerk

*Marlene J. Victorine*  
Print Name: Marlene J. Victorine  
*Catherine Spadoni*  
Print Name: CATHERINE SPADONI

BUSINESS APPROVED  
*[Signature]*

Exhibit A

Land

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS. COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, WHICH IS THE INTERSECTION OF THE CENTER LINE OF GOLF ROAD AND THE CENTER LINE OF GREENWOOD AVENUE; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 FOR A DISTANCE OF 1150.00 FEET TO A POINT; THENCE ON AN ASSUMED BEARING OF NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 52.88 FEET TO A POINT ON THE EAST LINE OF GREENWOOD AVENUE AS DEDICATED NOVEMBER 21, 1932 BY DOCUMENT 11167090, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 320.51 FEET TO A POINT; THENCE SOUTH 19 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 39.80 FEET TO A POINT; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 37.56 FEET TO THE NORTHWESTERLY CORNER OF A BRICK BUILDING OCCUPIED BY A SEARS ROEBUCK RETAIL STORE; THENCE NORTH 71 DEGREES 01 MINUTES 33 SECONDS EAST ALONG THE NORTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 154.76 FEET TO A POINT; THENCE NORTH 11 DEGREES 48 MINUTES 57 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH 78 DEGREES 27 MINUTES 31 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.34 FEET TO A POINT; THENCE NORTH 12 DEGREES 35 MINUTES 44 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 0.99 FEET TO A POINT; THENCE NORTH 76 DEGREES 04 MINUTES 43 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.53 FEET TO A POINT; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.37 FEET TO A POINT; THENCE NORTH 70 DEGREES 35 MINUTES 38 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.82 FEET TO A POINT; THENCE SOUTH 19 DEGREES 13 MINUTES 42 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.53 FEET TO A POINT; THENCE NORTH 74 DEGREES 19 MINUTES 47 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 23.76 FEET TO A POINT; THENCE NORTH 18 DEGREES 51 MINUTES 04 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.90 FEET TO A POINT; THENCE NORTH 71 DEGREES 03 MINUTES 23 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 30.44 FEET TO A POINT; THENCE SOUTH 18 DEGREES 48 MINUTES 28 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.95 FEET TO A POINT; THENCE NORTH 67 DEGREES 24 MINUTES 28 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 23.78 FEET TO A POINT; THENCE NORTH 19 DEGREES 27 MINUTES 37 SECONDS WEST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.49 FEET TO A POINT; THENCE NORTH 70 DEGREES 32 MINUTES 23 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.85 FEET TO A POINT; THENCE SOUTH 18 DEGREES 55 MINUTES 41 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.43 FEET TO A POINT; THENCE NORTH 66 DEGREES 02 MINUTES 52 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.58 FEET TO A POINT; THENCE SOUTH 20 DEGREES 04 MINUTES 23 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 1.05 FEET TO A POINT; THENCE NORTH 63 DEGREES 28 MINUTES 27 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.50 FEET TO A POINT; THENCE SOUTH 25 DEGREES 26 MINUTES 36 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 6.06 FEET TO A POINT; THENCE NORTH 71 DEGREES 01 MINUTES 14 SECONDS EAST ALONG SAID NORTHERLY FACE OF BUILDING FOR A DISTANCE OF 50.75 FEET TO THE NORTHEASTERLY CORNER OF SAID BRICK BUILDING; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 36.00 FEET TO A POINT; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 40.06 FEET TO A POINT; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 338.03 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE, SAID POINT BEING 55.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTH 36 DEGREES 24 MINUTES 03 SECONDS WEST ALONG A LINE 55.00 FEET SOUTHWESTERLY OF AND PARALLEL TO SAID CENTER LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 859.03 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING NORTH 64 DEGREES 21 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 97.25 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87 DEGREES 47 MINUTES 00 SECONDS WEST ALONG A LINE 55.00 FEET SOUTH OF AND PARALLEL TO THE CENTER LINE OF GOLF ROAD, FOR A DISTANCE OF 421.02 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FEET AND A CHORD BEARING SOUTH 43 DEGREES 53 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 76.61 FEET TO A POINT OF TANGENCY; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF GREENWOOD AVENUE FOR A DISTANCE OF 1051.57 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS. COMMENCING AT A POINT LOCATED 50.00 FEET EAST AND 40.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14; THENCE ON AN ASSUMED BEARING OF NORTH 87 DEGREES 44 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF CHURCH STREET, SAID LINE BEING 40.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTH 1/2 OF SECTION 14, FOR A DISTANCE OF 335.54 FEET TO A POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 44 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF CHURCH STREET FOR A DISTANCE OF 1388.64 FEET TO A POINT ON A CURVE, SAID CURVE BEING THE NORTHWESTERLY LINE OF MARYLAND STREET AS DEDICATED SEPTEMBER 30, 1959 BY DOCUMENT 1888825, THENCE NORTHEASTERLY ALONG THE ARC OF A CURVE ON THE NORTHWESTERLY LINE OF MARYLAND STREET, SAID CURVE BEING CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 136.00 FEET AND A CHORD BEARING NORTH 29 DEGREES 21 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 151.51 FEET TO A POINT OF TANGENCY; THENCE CONTINUING NORTHEASTERLY ALONG THE NORTHERLY LINE OF MARYLAND STREET ON A BEARING OF NORTH 61 DEGREES 14 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 213.57 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AS DESCRIBED IN A QUIT CLAIM DEED

DATED JUNE 29, 1961 AND RECORDED AS DOCUMENT 18316718; THENCE NORTH 28 DEGREES 45 MINUTES 55 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 314.00 FEET TO A POINT, SAID POINT BEING 49.62 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF MILWAUKEE AVENUE; THENCE SOUTH 61 DEGREES 14 MINUTES 05 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 5.00 FEET TO A POINT, THENCE NORTH 28 DEGREES 46 MINUTES 10 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 280.04 FEET TO A POINT, SAID POINT BEING 54.68 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTH 28 DEGREES 49 MINUTES 24 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 101.65 FEET TO A POINT, SAID POINT BEING 54.73 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER BLINE OF MILWAUKEE AVENUE; THENCE NORTH 28 DEGREES 40 MINUTES 58 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 345.62 FEET TO A POINT OF CURVATURE, SAID POINT BEING 55.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE, SAID CURVE BEING ON THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5400.37 FEET AND A CHORD BEARING NORTH 30 DEGREES 32 MINUTES 45 SECONDS WEST, FOR A DISTANCE OF 319.52 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LAND CONVEYED BY MILWAUKEE-GOLF DEVELOPMENT CORPORATION TO SEARS ROEBUCK AND COMPANY BY WARRANTY DEED DATED APRIL 12, 1957 AND RECORDED APRIL 26, 1957 AS DOCUMENT 16887721, IN THE OFFICE OF THE RECORDER OF DEEDS, IN AND FOR COOK COUNTY, ILLINOIS; THENCE SOUTH 71 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE OF LAND CONVEYED BY DEED DATED APRIL 12, 1957, FOR A DISTANCE OF 456.31 FEET TO A POINT; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 97.06 FEET TO A POINT; THENCE SOUTH 71 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 36.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID BRICK BUILDING OCCUPIED BY A SEARS ROEBUCK RETAIL STORE; THENCE SOUTH 71 DEGREES 04 MINUTES 44 SECONDS WEST ALONG THE SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 50.86 FEET TO A POINT; THENCE SOUTH 12 DEGREES 37 MINUTES 40 SECONDS EAST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 5.95 FEET TO A POINT; THENCE SOUTH 78 DEGREES 20 MINUTES 39 SECONDS WEST ALONG SAID SOUTHERLY FACE OF SAID BUILDING FOR A DISTANCE OF 25.46 FEET TO A POINT; THENCE SOUTH 13 DEGREES 19 MINUTES 16 SECONDS EAST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 1.10 FEET TO A POINT; THENCE SOUTH 76 DEGREES 09 MINUTES 58 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.54 FEET TO A POINT; THENCE SOUTH 18 DEGREES 40 MINUTES 02 SECONDS EAST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.44 FEET TO A POINT; THENCE SOUTH 71 DEGREES 36 MINUTES 50 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.80 FEET TO A POINT; THENCE NORTH 17 DEGREES 11 MINUTES 36 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.54 FEET TO A POINT; THENCE SOUTH 74 DEGREES 42 MINUTES 36 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 23.82 FEET TO A POINT; THENCE SOUTH 19 DEGREES 08 MINUTES 37 SECONDS EAST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 4.00 FEET TO A POINT; THENCE SOUTH 71 DEGREES 20 MINUTES 19 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 30.46 FEET TO A POINT; THENCE NORTH 18 DEGREES 24 MINUTES 45 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.90 FEET TO A POINT; THENCE SOUTH 68 DEGREES 07 MINUTES 09 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 23.76 FEET TO A POINT; THENCE SOUTH 19 DEGREES 13 MINUTES 19 SECONDS EAST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.48 FEET TO A POINT; THENCE SOUTH 70 DEGREES 02 MINUTES 43 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 2.75 FEET TO A POINT; THENCE NORTH 19 DEGREES 57 MINUTES 17 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 3.00 FEET TO A POINT; THENCE SOUTH 65 DEGREES 53 MINUTES 12 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.58 FEET TO A POINT; THENCE NORTH 22 DEGREES 18 MINUTES 45 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 1.10 FEET TO A POINT; THENCE SOUTH 63 DEGREES 32 MINUTES 35 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 25.34 FEET TO A POINT; THENCE NORTH 27 DEGREES 11 MINUTES 53 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 5.96 FEET TO A POINT; THENCE SOUTH 70 DEGREES 58 MINUTES 00 SECONDS WEST ALONG SAID SOUTHERLY FACE OF BUILDING FOR A DISTANCE OF 78.18 FEET TO THE SOUTHWESTERLY CORNER OF SAID BRICK BUILDING; THENCE CONTINUING SOUTH 70 DEGREES 58 MINUTES 00 SECONDS WEST ALONG THE SOUTHERLY FACE OF A BRICK WALL FOR A DISTANCE OF 57.86 FEET TO THE SOUTHWESTERLY CORNER OF SAID BRICK WALL; THENCE SOUTH 71 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 69.29 FEET TO A POINT; THENCE SOUTH 19 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 97.06 FEET TO A POINT; THENCE SOUTH 71 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 453.76 FEET TO A POINT ON THE EAST LINE OF GREENWOOD AVENUE; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF GREENWOOD AVENUE FOR A DISTANCE OF 636.59 FEET TO A POINT; THENCE NORTH 71 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 276.39 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 236.53 FEET TO A POINT; THENCE NORTH 87 DEGREES 44 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 73.98 FEET TO A POINT; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 236.43 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLO: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 14; THENCE ON AN ASSUMED BEARING OF DUE NORTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 14 (ALSO BEING THE CENTERLINE OF GREENWOOD AVENUE) FOR A DISTANCE OF 764.66 FEET TO A POINT; THENCE DUE EAST FOR A DISTANCE OF 817.41 FEET TO A POINT; SAID POINT BEING THE CENTER OF A CIRCLE OF RADIUS 45.00 FEET, THE CIRCUMFERENCE OF SAID CIRCLE BOUNDING THE AREA THAT IS DESCRIBED HEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID QUARTER SECTION WITH THE CENTER LINE OF MILWAUKEE AVENUE; THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR A DISTANCE OF 233.00 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A LINE FORMING AN ANGLE OF 68 DEGREES 49 MINUTES 10 SECONDS, MEASURED FROM

WEST TO NORTHWEST FROM THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14, FOR A DISTANCE OF 76.15 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 123 DEGREES 54 MINUTES 20 SECONDS, MEASURED FROM THE SOUTHEAST TO THE NORTHEAST FROM THE LAST DESCRIBED LINE, FOR A DISTANCE OF 57.38 FEET TO AN INTERSECTION WITH A LINE PARALLEL TO THE SOUTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 14, WHICH IS 132 FEET NORTHWESTERLY THEREFROM, AS MEASURED ALONG THE CENTER LINE OF MILWAUKEE AVENUE, THENCE EAST ALONG SAID PARALLEL LINE, THIS LINE ALSO BEING THE NORTH LINE OF LAND CONVEYED TO THE EVANGELICAL LUTHERAN ST. MATHAUS GEMEINDE OF THE TOWN OF MAINE, BY QUIT CLAIM DEED DATED MARCH 17, 1947 AND RECORDED AS DOCUMENT 14022778, FOR A DISTANCE OF 116.59 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF MILWAUKEE AVENUE AS DESCRIBED ON A QUIT CLAIM DEED DATED JUNE 29, 1961 AND RECORDED AS DOCUMENT 18316718; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 89.68 FEET TO A POINT ON THE SOUTHERLY LINE OF MARYLAND STREET AS DEDICATED SEPTEMBER 30, 1959 BY DOCUMENT 1888825; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF MARYLAND STREET FOR A DISTANCE OF 213.57 FEET TO A POINT OF CURVATURE; THENCE CONTINUING SOUTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 70.00 FEET FOR A DISTANCE OF 77.60 FEET TO A POINT ON THE NORTH LINE OF CHURCH STREET AS VACATED BY DOCUMENT 18363273; THENCE SOUTHERLY TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14 A DISTANCE OF 40.03 FEET; THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 14 FOR A DISTANCE OF 149.55 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A TRACT OF LAND IN THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED 50.00 FEET EAST AND 40.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; PROCEED NORTHERLY ALONG A LINE 50.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF AFORESAID SOUTH EAST 1/4, 393.31 FEET TO A POINT; THENCE PROCEED NORTHEASTERLY 109 DEGREES 00 MINUTES COUNTERCLOCKWISE FROM THE AFORESAID LINE, 276.39 FEET TO A POINT; THENCE PROCEED SOUTHERLY 236.53 FEET ALONG A LINE PARALLEL TO THE WEST LINE OF AFORESAID SOUTH EAST 1/4 TO A POINT; THENCE PROCEED EASTERLY ALONG A LINE PARALLEL TO THE SOUTH LINE OF THE AFORESAID SOUTH EAST 1/4 73.98 FEET TO A POINT; THENCE PROCEED SOUTHERLY ALONG A LINE PARALLEL TO THE AFORESAID WEST LINE OF THE SOUTH EAST 1/4, 236.43 FEET TO A POINT IN THE NORTH LINE OF CHURCH STREET; THENCE PROCEED WESTERLY ALONG A LINE 40.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE AFORESAID SOUTH EAST 1/4 335.54 FEET TO A POINT, THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Exhibit B

Premises



## Exhibit C

### Prohibited Uses

#### 1. GENERAL RESTRICTIVE USES:

- (a) Bowling alley
- (b) Funeral parlor
- (c) Office
- (d) Restaurant
- (e) Automotive sales or repairs
- (f) Hotel or lodging facilities
- (g) Gun range
- (h) "Flea market"; except antiques, estate merchandise, "upscale merchandise" or consignment merchandise
- (i) Night club, discotheque or dance hall
- (j) Warehouse
- (k) Game room
- (l) Skating rink
- (m) Billiard room or pool hall
- (n) Health spa or studio
- (o) Gymnasium
- (p) Massage parlor
- (q) Adult bookstore
- (r) Theater primarily showing "X" rated or other sexually explicit, youth-restricted movies
- (s) "Head shop" or drug paraphernalia store
- (t) Store showing so called "peep" shows
- (u) Store selling items primarily concerning sexuality (e.g. a so-called "sex shop")
- (v) Off-track betting parlor
- (w) Bar serving alcoholic beverages; except as an incidental to a full kitchen restaurant operation
- (x) Training or educational facility
- (y) For the purposes of manufacturing

#### 2. SPECIFIC EXCLUSIVE AND RESTRICTIVE USES:

##### II. SEARS AGREEMENT

###### \*10. Restrictive Covenants

(iii) There shall be no selling activities conducted on the Sears Parcels or the Developer Parcels outside the buildings constructed within the Permissible Building Areas other than (a) gasoline pump facilities on Sears Parcel No. 1, (b) a maximum of ten (10) kiosks in the Enclosed Mall at the locations shown therefor on the Site Plans provided, however, that no such kiosks shall (aa) contain more than two hundred fifty (250) square feet of Floor Area, (bb) be erected so as to provide less than twelve (12) feet of clearance between the kiosk and the walls of the Enclosed Mall as to kiosks on Developer Parcel No. 1 and ten (10) feet of clearance as to kiosks on Developer Parcel No. 2, (cc) not exceed ten (10) feet in height, except that the kiosk on Developer Parcel No. 2 closest to the Sears Store shall not exceed eight (8) feet in height and the kiosk on Developer Parcel No. 1 closest to the Sears Store shall not exceed eight (8) feet in height, shall have a counter level not to exceed forty-two (42) inches in height and shall have no top band element perpendicular to the Enclosed Mall which is in excess of forty-eight (48) inches in width or twenty-four (24) inches in height, (dd) be erected within one hundred (100) feet of the entrance of the Sears Store onto the Enclosed Mall on Developer Parcel No. 1, (ee) be devoted to a use which results in obnoxious odors or untidiness, or (ff) offer food or beverages for sale other than packaged foods intended for consumption off the Shopping Center, (c) any Mall boutique shops located in the Enclosed Mall adjacent to the southerly wall of the Sears Store at the location shown on the Site Plans, (d) drive-in bank or savings and loan auto-teller stations on the Sears or Developer Parcels or restaurant drive-thru windows on the Developer Parcels, (e) infrequent events sponsored or approved by the Shopping Center Merchants Association, or (f) temporary outdoor seasonal sales of lawn and garden supplies on the Sears Parcels in an area not to exceed five thousand (5,000) square feet, the location of which shall be subject to the prior approval of Developer, which approval shall not be unreasonably withheld...

(viii) ...the use of the Developer Parcels and the Sears Parcels shall be limited to operations oriented to consumer goods and services and which are compatible with the operation of a regional shopping center, such use to include retail and service stores, offices, medical buildings, restaurants, banks and other financial institutions, theatres, and other uses which are now or hereafter customary in regional shopping center development.

3. Limited Use Restriction. Developer covenants and agrees that it will not permit any building, improvements or space within the new Permissible Building Area located in the southeasterly portion of the Shopping Center which is adjacent to the intersections of Milwaukee Avenue and Maryland Street and Church Street and Maryland Street and referred to in Paragraph 2(d) hereof to be used for the sale, service, display or storage of tires, batteries or other automotive parts, equipment and accessories normally sold in Sears' tire and battery stores."



### III. SPECIFIC EXCLUSIVE AND RESTRICTIVE USES:

#### AMC

##### "Article 22.2 - Restrictions Upon Landlord

... Landlord shall not: (i) sell or lease any portion of the Shopping Center for the operation of a motion picture theatre, (ii) sell or lease any property adjoining the Shopping Center which is owned or controlled by Landlord to any party for the operation of a motion picture theatre; or (iii) consent to or allow any other tenant of the Shopping Center to change its Permitted Use so as to be able to operate a motion picture theatre within the Shopping Center."

#### BOOST

"Landlord shall [not] lease space within fifteen (15) feet of the Premises in the Shopping Center to a Competing Business (defined below) for the Exclusive Use (as defined below). "Exclusive Use" shall mean the operation of a business selling cellular phones and service. "Competing Business" shall mean a business not affiliated with Tenant which uses its premises in the Shopping Center primarily for the Exclusive Use, excluding:

- (a) any business occupying its premises directly or (as an assignee, sublessee, licensee or concessionaire) indirectly under a lease that was executed prior to the execution of this Lease but is in effect as of the date of this Lease (a "Prior Lease"), a renewal or extension of a Prior Lease, or a new lease that is executed by a business which leased or occupied premises in the Shopping Center directly or indirectly under a Prior Lease;
- (b) any anchor or variety and specialty store, theatre, drug or grocery store or any portion of the Shopping Center not controlled by Landlord;
- (c) any business which incidentally engages in the Exclusive Use; (For purposes of this Reference Provision 1.28, a business shall be deemed to be using its premises primarily for the Exclusive Use if, on an annual basis, more than 50% of its premises are devoted to the Exclusive Use. A business shall be deemed to be using its premises in the Shopping Center incidentally for the Exclusive Use if, on an annual basis, less than 50% of its premises are devoted to the Exclusive Use.);
- (d) any business which engages in the Exclusive Use, but is not specifically permitted to do so in its lease; and,
- (e) any tenant located in any area of the Shopping Center which is expanded subsequent to the execution of this Lease."

#### DOLLAR BLITZ

"1.28 ... Landlord shall [not] lease space in the Shopping Center to a Competing Business (defined below) for the Restricted Use (as defined below) during the Term... "Restricted Use" shall mean the operation of a business whose primary use is a dollar store offering the retail sale of merchandise priced at \$1.00 or less. "Competing Business" shall mean a business not affiliated with Tenant which uses at least 80% of its premises in the Shopping Center primarily for the Restricted Use, excluding:

- (a) any business occupying its premises directly or (as an assignee, sublessee, licensee or concessionaire) indirectly under a lease that was executed prior to the execution of this Lease but is in effect as of the date of this Lease (a "Prior Lease") or a temporary lease with a term of less than 1 year;
- (b) any anchor, variety or specialty store;
- (c) any business which incidentally engages in the Restricted Use; (A business shall be deemed to be using its premises in the Shopping Center incidentally for the Restricted Use if, on an annual basis, less than 10% of its premises are devoted to the Restricted Use.); and,
- (d) any business which engages in the Restricted Use, but is not specifically permitted to do so in its lease; provided, however, Landlord agrees to use commercially reasonable efforts to enforce its lease against such business in order to stop such business from engaging in the Restricted Use."

Certain words used in the foregoing are defined as follows:

"An "anchor" is any operation, land, building, store or business whether occupied or vacant, and whether owned or leased, which leases or occupies 50,000 contiguous square feet or more of space in the Shopping Center. A "variety or specialty store" is (aa) an occupant which leases or occupies between 10,000 and 49,999 square feet of space in the Shopping Center, or is (bb) a restaurant occupant having an exterior entrance."

#### EXTREME FITNESS

##### "Section 4.01 Use of Premises.

(b) ... Landlord Parties shall not allow another person or entity to lease, license, occupy, possess or operate (i) any space in the Shopping Center (exclusive of Tenant) or (ii) any space owned or leased by a Landlord Party located within a three (3) mile radius of the Demised Premises ("Other Space") for the ownership or operation of a gym, health club, or fitness center, or for the ownership or operation of a tanning salon providing tanning services; provided, however, Landlord Parties may allow other tenants in the Shopping Center to install and operate tanning beds in their premises as a use ancillary to their primary business, provided that the aggregate number of tanning beds in the Shopping Center does not exceed five (5) beds (exclusive of Tenant). Notwithstanding anything contained to the contrary in this Lease, this Article 4.01(b) shall not prohibit Landlord from leasing space in the Shopping Center to tenants whose Permitted Use is the practice of physical therapy, physical rehabilitation or chiropractic therapy."

#### GFS MARKETPLACE

##### "20. USE OF THE PROPERTY.

b. Restrictions. Other than the Leased Land, ... [but specifically excluding (i) any current tenant of any portion of the Shopping Center, through all expansions (provided that except with respect to Target and/or Shop-N-Save, Landlord shall not permit such expansions to be utilized for the Primary Use set forth at § 20(a)), extensions, and renewals of existing leases; any successors-in-interest to a current tenant, and any other entity whose business would be similar to that of an establishment currently located in the Shopping Center; and (ii) any future tenant (except as set forth below) of the Shopping Center with a gross floor area in excess of 50,000 square feet,] no part of the Shopping Center shall be used by (a) any business which derives more than twenty (20) percent of sales from the following items, either collectively or individually: unprepared food items, food related warehouse-type club pack items or restaurant supplies; (b) any business engaged in the sale of goods or services catering to adult prurient interest as reasonably determined by Landlord, or (c) a Sam's Club or Costco "

#### ICPENNY

##### "14. MAINTENANCE OF ENCLOSED MALL, PARKING AND OTHER COMMON FACILITIES:

B. ... Except for promotions sponsored by the Merchants Association, kiosks located within Permissible Kiosk Areas, wall boutiques located in the Enclosed Mall adjacent to the Sears Store in the location shown on Exhibit B as "Boutique Shops" and the area designated "Food Court" on Exhibit B, the Enclosed Mall shall not be used for the display or sale of merchandise or for any other purpose not contemplated by this Lease. Except for promotions sponsored by the Merchants Association and except for the uses permitted by Paragraph 10A(iii) of the Sears Agreement, no selling activities shall be permitted within the parking areas or on the sidewalks within the Entire Premises.

... Landlord agrees that each lease or agreement under which space in the Entire Premises is rented to or occupied by an operator of a store or other establishment will require such operator to exert every reasonable effort to cause its employees to use for parking purposes only the area so designated.

##### 26. ADDITIONAL COVENANTS OF LANDLORD:

(a) All buildings located on portions of the Landlord's Parcel lying outside the Demised Premises, except for the building constructed in the "Proposed Department Store No. 3 Permissible Building Area" and those buildings having some other specific use which is designated on Exhibit B hereto or which comprise part of the Common Facilities, shall be used only for the operation of establishments selling goods, wares, merchandise, food, beverages and services to the public at retail and for such office and storage areas as may reasonably be needed in connection with the operation of the Shopping Center.

(c) No kiosk shall be erected within the Enclosed Mall which is not located within a Permissible Kiosk Area as shown on said Exhibit B or, if in a location where permitted, which exceeds 10 feet in height, which occupies an area of more than 250 square feet, which is located closer than twelve (12) feet from any adjacent wall or store front if such kiosk is located on Parcel I of Landlord's Parcel or closer than ten (10) feet if such kiosk is located on Parcel III of Landlord's Parcel, which has ceiling projections with less than ten (10) feet clearance above the finished floor, or which is used for a purpose causing obnoxious odors or untidiness.

(e) No food or beverage dispensing facility of any kind whatsoever shall be located within 150 feet of an entrance to Tenant's Main Store Building.

4. Outdoor Sales Area. Anything contained in the Lease to the contrary notwithstanding, Tenant hereby agrees that the portion of the Common Area shown on Exhibit A and labeled "Outside Sales Area" may be used for the sale (out of doors and/or from tents or other

temporary structures) of seasonal merchandise during the months of April through July, both inclusive; provided, however that the parking ratio set forth in the Lease shall continue to be maintained notwithstanding the reduction in spaces caused by the Outside Sales Area when the same is utilized."

## KOHL'S

### "Section 9.01 Landlord's Operating Covenant

a. ... Landlord's Parcel shall be used only for the operation of establishments selling goods, wares, merchandise, food, beverages and services to the public at retail and for such office and storage areas as may reasonably be needed in connection with the operation of a shopping center, provided that...no more than 20% of the Floor Area in the North Stores shall be used for non-retail purposes.

Section 11.02 Kiosks and Wall Boutiques. During the term of this lease kiosks and wall boutiques may be erected in that portion of the Enclosed Mall on the North Tract only within the areas, if any, shown therefor on Exhibit B. During the term of Landlord's operating covenant, kiosks and wall boutiques may be erected in that portion of the Enclosed Mall on the South Tract only within the areas shown therefor on Exhibit B. None of said kiosks shall exceed twelve (12) feet in the horizontal direction perpendicular to the direction of the mall concourse in which it is located, nor occupy in excess of two hundred fifty (250) square feet of Floor Area. Neither kiosks nor wall boutiques shall be used for any activity which gives rise to loud noises or obnoxious odors or, if located within 150 feet of the entrance to the Tenant Store Building from the Enclosed Mall, involve the sale of food or beverages, except those sold in packages and intended for consumption off the Shopping Center Parcel. Any and all kiosks and wall boutiques maintained in the Enclosed Mall shall comply with the provisions of Section 11.04 hereof.

Section 11.03 Manner of Operation. ...Landlord shall...use its best efforts to prohibit (and all leases hereafter entered into for space in the buildings now on or hereafter located on the Landlord's Parcel shall forbid) any occupant of the buildings now or hereafter located on the Landlord's Parcel from conducting or permitting any auction, fire, bankruptcy, or going out of business sale within the Landlord's Parcel...

[Landlord] shall not (i) use, or permit to be used on [Landlord's] Parcels, any advertising medium (that might constitute a nuisance, such as loudspeakers, sound amplifiers, phonographs or radios or television broadcasts, in a manner which can be heard outside of the premises of the occupant employing such medium; (ii) burn or permit to be burned trash or store or permit to be stored any trash or garbage in any area other than the occupant's own premises or within appropriate enclosed receptacles; (iii) use or permit the use of any portion of the buildings on [Landlord's] Parcels by any types of occupants that create undue noise, litter or odor, or by clearly objectionable types of occupants, including for purposes of illustration establishments selling pornographic materials; or (iv) park or permit the parking of trucks and delivery vehicles so as to unreasonably interfere with, or suffer or permit any other use thereof to interfere with, the use of any driveways, walks, roadways, highways, street malls, or other Common Areas. In addition to all other restrictions herein contained, Landlord [agrees]... the Landlord's Parcel... shall not be used for any of the following purposes: (i) funeral parlor; (ii) lumber yard or junk yard; (iii) automobile (including passenger cars, trucks, farm machinery, and any other vehicle that customarily travels on the highway) or boat dealer or repair shop; (iv) garage; TBA [includes automotive parts and accessories like tires, batteries, brakes, etc.] (except in Permissible Building Areas as shown on Exhibit B adjacent to and in connection with the operation of a department store located in the South Tract); or gas station; or (v) for industrial or manufacturing purposes.

Section 11.04 Location of Selling Activities. Except as provided in Section 11.05 hereof or in Section 10A (iii) of the Shopping Center Operating Agreement, there shall be no selling activities conducted outside the permitted buildings on the Shopping Center Parcel. Landlord agrees that no movie theater shall be located on the North Tract. ...Landlord agrees that no merchandise shall be displayed, sold or offered for sale in the Enclosed Mall except (a) in kiosks and wall boutiques constructed, operated, and located as provided in Section 11.02 hereof; (b) automatic bank teller machines and postage machines may be located along interior walls of the Enclosed Mall, which machines shall not be located within one hundred fifty feet (150') of the Tenant's Store Building's entrance onto the Enclosed Mall; (c) as a part of temporary, irregular promotions by the Merchants' Association, which promotions shall not be held within 150 feet of the Tenant's Store Building's entrance onto the Enclosed Mall unless Tenant, in its sole discretion, shall otherwise agree; or (d) as part of the operation of the Food Court shown on Exhibit B hereto. No video game machines, vending machines, juice boxes or any other coin operated devices (other than lockers and telephones) shall be located within the Enclosed Mall or outside of the permitted Buildings on Landlord's Parcel.

... Landlord shall not permit the use of any space contained in the Mall Store Buildings and opening into the Enclosed Mall (i) within one hundred feet (100') of the Tenant's Store Building's entrance onto the Enclosed Mall for any restaurant, cafeteria, food carry-out, delicatessen, pizza parlor, bakery, liquor store, record or tape store, radio, television or sound equipment store, beauty or barber shop, piano or organ store, amusement arcade or parlor, or pet store, nor (ii) within one hundred fifty feet (150') of the Tenant's Store Building's entrance onto the Enclosed Mall for a fruit store, a meat or fish market, a laundry or dry cleaning establishment or a Laundromat, or a bar, cocktail lounge or tavern.

### Section 11.05 Obstruction to Parking Areas

(a) ...Landlord further agrees that the said parking areas, sidewalks, access roads, streets and driveways [of the Shopping Center] shall not be used for the display or sale of merchandise or for any other purpose not contemplated by this lease except 1) as expressly allowed as to the Sears Tract by Section 10A(iii) of the Shopping Center Operating Agreement, 2) for temporary, irregular promotions approved by the Merchant's Association which promotions shall not be held within 300 feet of any boundary of Tenant's Parcel unless Tenant, in its sole discretion, shall otherwise agree, and, 3) for drive-in bank or savings and loan auto teller stations located on the South Tract, or restaurant drive thru windows operated in connection with buildings located within Permissible Building Areas shown on Exhibit B.

Section 8. Closure of Interior Entrance.

Furthermore, if Tenant [closes the] mall entrance [between the Premises and the Enclosed Mall], the following shall occur.

(a) ... Landlord shall not permit the following uses in the Enclosed Mall:

- (i) Any use which emits an obnoxious odor, noise, or sound which can be heard or smelled in the Common Area of the Enclosed Mall (except that this provision shall not prohibit normal cooking odors which are associated with a first-class restaurant operation);
- (ii) Any operation primarily used as a storage warehouse operation and any assembling, manufacturing, or distilling operation;
- (iii) Any "second hand" store or "surplus" store, thrift shop or other business principally engaged in the sale of used merchandise (except that this provision shall not prohibit the operation of a "Play It Again Sports" store or similar concept provided that such store or concept has a regional or national presence);
- (iv) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located near the rear of the Enclosed Mall);
- (v) Any fire sale, going out of business sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;
- (vi) Any central laundry, central dry cleaning plant or laundromat;
- (vii) Any service station or automobile, truck, trailer or recreational vehicles sales, leasing, display, body shop or repair operation;
- (viii) Any bowling alley or movie theater, provided, however, that this provision shall not prohibit the operation of a bowling alley or movie theater located in that portion of the Enclosed Mall located south of the south line of the premises identified on Exhibit B as Sear's;
- (ix) Any night club or live performance theater;
- (x) Any living quarters, sleeping apartments or lodging rooms;
- (xi) Any veterinary hospital or animal raising facility (except that this prohibition shall not prohibit pet shops or pet supply superstores and veterinary services which are incidental thereto);
- (xii) Any mortuary, funeral home or crematory;
- (xiii) Any adult book store, adult video store, adult movie theater or other establishment selling, renting or exhibiting pornographic materials or drug-related paraphernalia (except that this provision shall not prohibit the operation of a bookstore or video store which carries a broad inventory of books or videos and other materials directed towards the interest of the general public (as opposed to specific segment thereof));
- (xiv) Any bar, tavern, Restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds forty percent (40%) of the gross revenues of such business;
- (xv) Any flea market, pool or billiard hall, tattoo parlor or dance hall;
- (xvi) Any church, school, day care center or related religious or educational facility or religious reading room;
- (xvii) Any massage parlor (except that this provision shall not prohibit massages in connection with a beauty salon, health club or athletic facility); and
- (xviii) Any casino or other gambling facility or operation, including but not limited to, off-track or sports betting parlors, table games such as black-jack or poker, slot machines, video gambling machines and similar devices, and bingo halls (except that this provision shall not prohibit government sponsored gambling activities or charitable gambling activities if such activities are incidental to the business operation being conducted by the occupant)."

MCDONALD'S

"AS TO PARAGRAPHS 1(a) AND 2: ... Landlord [shall not] enter into a lease with a tenant or occupant for, or consent to the use of, a store location within the enclosed mall of the Shopping Center (hereinafter referred to as the "Restricted Zone") whose permitted use includes the sale of fast-food hamburgers sold over the counter or through a drive-thru window, (including, by way of example, but not limited to the following: Carl's Jr., Jack-in-the-Box, Burger King, Wendy's, A & W and Sonic etc.)..."

PANDA EXPRESS

"1.28 ... Landlord shall [not] lease more than two (2) spaces within the food court area in the Shopping Center to a Competing Business.

(defined below) for the Exclusive Use (as defined below) during the Term... "Exclusive Use" shall mean the operation of a business whose primary use is the sale of "Asian" food (Asian food shall be defined as Chinese, Japanese including Sushi, Vietnamese, Thai, Hawaiian, Mongolian, Cajun, Indian, and Korean foods, foods cooked in a wok, food generally recognized as Chinese food, soy sauce based food, and Asian food in a buffet format. "Competing Business" shall mean a business not affiliated with Tenant which uses its premises in the Shopping Center primarily for the Exclusive Use, excluding:

(a) any business occupying its premises directly or (as an assignee, sublessee, licensee or concessionaire) indirectly under a lease that was executed prior to the execution of this Lease but is in effect as of the date of this Lease (a "Prior Lease"), a renewal or extension of a Prior Lease, or a new lease that is executed by a business which leased or occupied premises in the Shopping Center directly or indirectly under a Prior Lease;

(b) any anchor, variety or specialty store,

(c) any business which incidentally engages in the Exclusive Use (A business shall be deemed to be using its premises in the Shopping Center incidentally for the Exclusive Use if, on an annual basis, 25% of net sales are devoted to the Exclusive Use.); and

(d) any business which engages in the Exclusive Use, but is not specifically permitted to do so in its lease, provided Landlord shall use reasonable efforts to have such business cease engaging in the Exclusive Use."

Certain words used in the foregoing are defined as follows:

"An "anchor" is any operation, land, building, store or business whether occupied or vacant, and whether owned or leased, which leases or occupies 30,000 contiguous square feet or more of space in the Shopping Center. A "variety or specialty store" is (aa) an occupant which leases or occupies between 10,000 and 29,999 contiguous square feet of space in the Shopping Center, or is (bb) a restaurant occupant having an exterior entrance."

## ROSS DRESS FOR LESS

### "3.2. Nature of the Shopping Center

#### 3.2.1. Retail Use.

(a) General. ... Landlord's Parcel is and shall remain retail in character, and, further, no part of Landlord's Parcel except as provided below, shall be used for office or residential purposes or as a theater, auditorium, meeting hall, school, church or other place of public assembly, " flea market," gymnasium, veterinary services or pet vaccination clinic or overnight stay pet facilities (except as an incidental use in conjunction with the operation of a national or regional pet store retailer, provided such pet store retailer is not located within one hundred fifty (150) feet of the front and side perimeter walls of the Store), health club, dance hall, billiard or pool hall, massage parlor, video game arcade, bowling alley, skating rink, car wash, facility for the sale, display, leasing or repair of motor vehicles (provided that one (1) facility for the temporary display, sale or leasing of motor vehicles in the Vehicle Sales Area shall be permitted), night club, the sale of adult products or adult bookstores or adult audio/video products stores (which are defined as stores in which at least ten percent (10%) of the inventory is not available for sale or rental to children under the age of majority in the state in which the Store is located because such inventory explicitly deals with or depicts human sexuality). No ATM or similar machine shall be permitted in the Shopping Center within one hundred (100) feet of the front and side perimeter walls of the Store, except if located wholly within the interior of another tenant's or occupant's premises. With the exception of (i) tenants or occupants of the Shopping Center who are occupying their premises in the Shopping Center pursuant to leases or occupancy agreements executed prior to the Effective Date (as the same may be renewed, relocated or expanded), (ii) grocery stores, (iii) tenants or occupants of the Shopping Center leasing more than five thousand (5,000) square feet of Leasable Floor Area in the Shopping Center, (iv) tenants or occupants with less than three thousand (3,000) locations in the United States, or (v) specialty retailers like Dunkin' Donuts whose focus or primary use is not the sale of coffee, Landlord shall not permit any tenant or occupant of the Shopping Center, other than Tenant, to use its premises for the sale of whole bean and ground coffee. Further, with the exception of the interior food court, the Outparcels and Spaces 294 and 310, as those spaces are designated on Exhibit B attached hereto, no restaurant or other "High Intensity Parking User" (as hereinafter defined) shall be permitted to occupy any space in Landlord's Parcel with front or side perimeter walls within five hundred (500) feet of the front and side perimeter walls of the Store. A "High Intensity Parking User" is a tenant or occupant whose use requires more than five (5) parking spaces per one thousand (1,000) square feet of Leasable Floor Area in accordance with either customary shopping center practices or governmental regulations, whichever has a higher parking requirement. The foregoing use restrictions are referred to herein as the "Ross Prohibited Uses." The Ross Prohibited Uses set forth in this Section 3.2.1 shall not apply to those tenants or occupants of the Shopping Center who, in accordance with the terms of existing leases or occupancy agreements in effect on the Effective Date, as the same may be renewed, expanded or, relocated (provided, however, that if the use by such tenant or occupant constitutes a "High Intensity Parking User," such tenant or occupant shall not be permitted to relocate to a space with front or side perimeter walls within five hundred (500) feet of the front and side perimeter walls of the Store) ("Existing Tenants"), cannot be prohibited from so operating. Landlord covenants and agrees that if Landlord has the right to consent to a change in use of the premises occupied by any such Existing Tenant, Landlord shall not consent to a change in use of the premises which violates the Ross Prohibited Uses.

(b) Exception to Retail Use. Notwithstanding the foregoing, during the entire Term of this Lease the following uses shall be permitted in Landlord's Parcel:

(i) Offices which are ancillary to primary retail uses or used by a retail occupant for administrative purposes and not open to the general public, and "Retail Service Offices," which are defined as service offices, such as bank, title company, or insurance office, except that (A) no Retail Service Offices shall be located within one hundred (100) feet of any perimeter wall of the Store, and (B) all Retail Service Offices located within Landlord's Parcel shall not exceed, in the aggregate, ten percent (10%) of the total Leasable Floor Area of Landlord's Parcel;

(ii) One (1) first class health club, gymnasium or day spa, provided that the front or side perimeter walls of such first class health club or day spa shall not be located within four hundred fifty (450) feet of any perimeter wall of the Store.

- (iii) One (1) first class video game arcade as an ancillary use to a restaurant;
- (iv) One (1) first class billiards or pool hall, provided that the front or side perimeter walls of such first class billiards or pool hall shall not be located within four hundred fifty (450) feet of any perimeter wall of the Store; and
- (v) One (1) movie multiplex in the location set forth on Exhibit B, which movie multiplex may be relocated to another portion of Landlord's Parcel so long as the side and perimeter walls of such relocated movie multiplex are no closer to the front or side perimeter walls of the Store than they are on the Effective Date.

3.2.2. Further Prohibited Uses. Landlord agrees that the Ross Prohibited Uses set forth in Section 3.2.1 and the "Landlord's Prohibited Uses" which are listed in Exhibit D (collectively, the "Prohibited Uses") shall not be permitted in Landlord's Parcel. [Note: Exhibit D reflects prohibited uses for the Sears Agreement as set forth in Section 2 of this Exhibit C]

3.6.3 No Kiosk Area Interior Control Area. ...No kiosks, pushcarts or retail merchandise units whatsoever may be placed in that portion of the Interior Control Area that is designated as the No Kiosk Area on Exhibit B...



15.5 Other Exclusives Not Binding on Tenant:

...[Landlord] shall [not] lease to or permit occupancy in the Shopping Center by any tenant, subtenant, assignee or other occupant, which has imposed or proposes to impose a restriction on Tenant or Tenant's business..."

SARKU JAPAN

"Landlord shall [not] lease more than three (3) spaces within the food court area in the Shopping Center to a Competing Business (defined below) for the Exclusive Use (as defined below) during the Term..."

"Exclusive Use" shall mean the operation of a business whose primary use is the sale of "Asian" food (Asian food shall be defined as Chinese, Japanese including Sushi, Vietnamese, Thai, Hawaiian, Mongolian, Cajun, Indian, and Korean foods, foods cooked in a wok, food generally recognized as Chinese food, soy sauce based food, and Asian food in a buffet format. "Competing Business" shall mean a business not affiliated with Tenant which uses its premises in the Shopping Center primarily for the Exclusive Use, excluding:

- (a) any business occupying its premises directly or (as an assignee, sublessee, licensee or concessionaire) indirectly under a lease that was executed prior to the execution of this Lease but is in effect as of the date of this Lease (a "Prior Lease"), a renewal or extension of a Prior Lease, or a new lease that is executed by a business which leased or occupied premises in the Shopping Center directly or indirectly under a Prior Lease;
- (b) any anchor, variety or specialty store; theatre, drug or grocery store or any portion of the Shopping Center not controlled by Landlord;
- (c) any business which incidentally engages in the Exclusive Use (a business shall be deemed to be using its premises in the Shopping Center incidentally for the Exclusive Use if, on an annual basis, 20% of net sales are devoted to the Exclusive Use); and,
- (d) any business which engages in the Exclusive Use, but is not specifically permitted to do so in its lease, provided Landlord shall use reasonable efforts to have such business cease engaging in the Exclusive Use."

SHAPES BROW BAR

"4.2.1 Exclusive Use. ...Licensor shall not permit more than two (2) occupants in the Center whose primary business is eyebrow threading (the "Exclusive Use"). The restriction in this Section 4.2.1 shall not apply to (a) any occupant operating in more than 4,000 square feet of space within Center from time to time, (b) any occupant of the Center (or any successor, assignee, subtenant or replacement of any such occupant) that, as of the date hereof, has the right to use its premises for the Exclusive Use, (c) any full service salon, or (d) any occupant in the Center which, from time to time, derives less than fifty percent (50%) of its gross revenue from the Exclusive Use. Moreover, the restriction in this Section 4.2.1 shall not prohibit Licensor from entering into a new lease or license for the Exclusive Use that becomes effective after the expiration or earlier termination of this License."

#### T-MOBILE

AS TO PARAGRAPH 1(O): Landlord shall limit placement of another competing and licensed T-Mobile kiosk operator from the food court to center court as marked on the attached Exhibit A PG 3.



#### TARGET

"B Landlord agrees that it shall not permit to be constructed in the Target Mall without the prior written approval of Tenant (a) any kiosk which exceeds nine (9) feet in height or two hundred eighty (280) square feet of Floor Area, (b) any kiosk, push cart or other setup which is used as a food or beverage dispensing facility for on-premises consumption, or for a purpose causing obnoxious odors or untidiness, or (c) any amusement center, family game center, or other facility for a purpose causing obnoxious odors or untidiness, located within one hundred twenty (120) feet of the entrance from the Target Mall to the Target Building. Exhibits to the original Sears REA designated three locations within the Target Mall within which kiosks may be maintained. Landlord agrees that it will maintain only two kiosks in the Target Mall, to be situated in the two southernmost locations of the three locations designated on the Sears REA exhibits; the northernmost of those three locations will not be used for any kiosk. Landlord agrees to maintain 10 foot clearances on either side of any kiosk located within the Target Mall."

As used herein, the term "Target Mall" means the north-south enclosed mall lying between the Sears Property and the entrance to the Target Building from the enclosed mall.

#### VALUE CITY FURNITURE

1.23 Kiosk Restriction: Landlord shall not place any permanent kiosks or any other obstructions or objects, within the cross-hatched area shown on Exhibit "K" which is attached hereto and made a part hereof. Notwithstanding the foregoing, this kiosk restriction shall not apply to any directories or interior light posts located in the Joint Use Areas of the Shopping Center provided that such directories or light posts do not materially affect the visibility of or access to the Leased Premises.



NOTE: The restrictions and prohibitions described in this Exhibit C shall apply to Tenant only. The restrictions and prohibitions described in this Exhibit C shall not apply to Landlord or any other tenant or occupant of the Center, nor shall such restrictions or prohibitions limit Landlord from using, permitting any other Person to use, or leasing or licensing to any Person, any part of the Center for any purpose which may be restricted or otherwise prohibited by this Exhibit C. Capitalized terms used in the excerpted provisions above shall have the respective meanings set forth in the documents from which said provisions are excerpted.

Furthermore, the restrictions and prohibitions described in this Exhibit C will be effective throughout the Term of this Lease. Any conditions to the effectiveness of such restrictions and prohibitions, and any durational limitations on such restrictions and prohibitions, expressed in this Exhibit C shall be for the benefit of Landlord only, it being agreed that (x) any such conditions may be waived by Landlord and any such durational limitations may be waived and/or extended by Landlord, in either case, in Landlord's sole discretion without notice.

to Tenant, and (y) Tenant shall be prohibited from relying upon the failure of any such conditions or the expiration of any such *durational* limitations (i.e., shall be prohibited from using its premises in violation of the applicable prohibition or restriction in reliance upon such failure or expiration) in the absence of an express written agreement by Landlord permitting such reliance by Tenant. Without limiting the foregoing, the restrictions and prohibitions described in this Exhibit C shall apply to Tenant throughout the Term of this Lease, notwithstanding (i) that the lease or other instrument containing such prohibition or restriction is not then in full force and effect, or (ii) that the tenant under any lease containing such prohibition or restriction is not then in occupancy of its leased premises, or has assigned its lease or subleased all or any portion of its premises, in either case, without regard to any provision set forth in the applicable lease or other instrument to the contrary.

In addition, wherever an exception to a prohibition or restriction is provided by any lease or other instrument described in this Exhibit C, and such exception is limited in any manner, such that such exception applies only to a limited number of users, limited floor area (whether by percentage, square footage, or otherwise), limited volume of gross sales, or is otherwise so limited, such exception shall be reserved only for Landlord to be allocated by Landlord only to such tenants and other occupants of the Center as determined by Landlord in Landlord's sole and absolute discretion, it being agreed in such case that Tenant shall be prohibited from relying upon such exception (i.e., shall be prohibited from using its premises in violation of the applicable prohibition or restriction in reliance upon such exception) in the absence of an express written agreement by Landlord permitting such reliance by Tenant.

## Exhibit D

### Rules and Regulations

Tenant covenants and agrees that Tenant will comply with (and require all of Tenant's Representatives to comply with) all reasonable Rules and Regulations set by Landlord from time to time for the operation of the Center or the Premises, including but not limited to the following:

1. Tenant will not affix or maintain upon the glass panes and supports of the show windows (and within twenty-four (24) inches of any window), doors, roof and the exterior walls of the Premises, any signs, advertising placards, names, insignias, trademarks, descriptive material or any other such like item or items, nor will any of said signs or items be placed within the Premises if such signs or items are located in such a manner as to materially obstruct a view of Tenant's store from the Center or from any part of the outside. Landlord will have the right, without giving prior notice to Tenant and without any liability for damage to the Premises or property kept or stored by Tenant, reasonably caused thereby, to remove any of the same from the Premises.
2. No awning, vent, structure, improvements, obstructions or projections of any kind will be placed on or to the exterior walls of the Premises or the building of which they form a part without, in each instance, the prior written consent of Landlord.
3. All loading and unloading of goods will be done only at such times, in the areas and through the entrances designated for such purpose by Landlord.
4. All garbage, recycling materials, and refuse will be kept in the kind of container specified by Landlord, and will be placed in the areas designated by Landlord, prepared for collection in the manner and at the times and places specified from time to time by Landlord. Landlord will provide or designate a service for collection of refuse and garbage. Tenant will use same, at Tenant's expense, which may be billed directly to Tenant by designated waste service provider.
5. No radio, satellite, or television equipment will be erected on the roof or exterior walls of the Premises without the prior written consent of Landlord. Any equipment so installed will be subject to removal without notice at any time, and any damage to the walls or roof caused by such removal will be the responsibility of Tenant. Landlord will designate satellite service systems available at the mall, and Tenant will contract directly, and at Tenant's expense, with designated satellite service systems.
6. No loudspeakers, televisions, phonographs, radios, flashing lights, machinery, or other devices will be used in a manner so as to be heard or seen outside of the Premises without the prior written consent of Landlord.
7. No auction, fire, bankruptcy, lost-our-lease, or similar sales will be conducted on or about the Premises without the prior written consent of Landlord.
8. Tenant will keep Tenant's display windows illuminated and the signs lighted each and every day of the Term during Mall Hours.
9. The outside areas immediately adjoining the Premises will be kept clear at all times by Tenant, and Tenant will not place nor permit any obstructions, garbage, refuse, improvements, merchandise or displays in such areas.
10. Nothing is to be attached or placed on the roof or exterior walls of the Premises, except as follows:
  - (a) Tenant will obtain Landlord's written approval before placing any equipment on roof; details of the method of mounting of such equipment will be submitted to Landlord for Landlord's approval.
  - (b) Tenant's access to the roof is limited to maintenance of equipment installed with Landlord's approval, and inspections for damage. At no time will Tenant enter the roof without the express prior approval of Landlord.
11. Tenant and Tenant's Representatives will not park their motor vehicles in those portions of the parking area designated for customer parking by Landlord. Tenant will furnish Landlord the state automobile license numbers assigned to Tenant's motor vehicle or vehicles and the vehicles of Tenant's employees within five (5) days after request by Landlord, and Tenant will thereafter notify Landlord of any changes of the same within five (5) days after such changes occur. If Tenant or Tenant's Representatives park in portions of the parking area designated for customer parking, and such unauthorized parking will continue after written notice is given to Tenant by Landlord, Landlord may at any time thereafter, in addition to any other remedies Landlord may have, charge Tenant TWENTY-FIVE AND NO/100 DOLLARS (\$25.00) per day for each day or partial day per vehicle parked in any areas other than those designated, and have any such vehicle removed at Tenant's expense.
12. Tenant will use, at Tenant's expense, such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require, said expense may be included as part of the common area costs; and Tenant will not keep or permit any live animals of any kind in, upon or about the Premises, unless expressly allowed by Landlord.
13. Tenant and Tenant's Representatives, will not solicit business in the parking or other joint use areas, nor will Tenant and Tenant's Representatives, distribute any handbills or other advertising matter in the joint use area, or on automobiles parked in the parking areas of the joint use areas.
14. Tenant will not carry on any trade or occupation or operate any instrument or apparatus or equipment which emits an odor or causes a noise discernible outside of the Premises and which may be deemed offensive in nature.

15. Tenant will not place or maintain any temporary sign(s) or fixture(s) (including portable trade fixtures, displays or folding tables) for the display of merchandise within three (3) feet to either side of any entrance within the Premises without prior written consent of Landlord, and in no event will a merchandise display extend beyond the frontage line of the Premises. This will not preclude the use of permanent fixed merchandise displays within the confines of the Premises provided such permanent displays do not in any manner block the entrance to the Premises and such permanent displays are approved by Landlord.
16. Tenant will not use the plumbing facilities for any purpose other than for that which they are constructed, and no grease or foreign substance of any kind will be thrown therein, and the expense of any breakage, stoppage or damage (whether on or off the Premises) resulting therefrom will be borne by Tenant.
17. Tenant and Tenant's Representative will not loiter in the Common Areas of the Center, nor in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, truckways, loading docks, package pick-up stations, ramps, stairways, entrances and exits to the Center, and will use the same only as passageways to and from the Premises. Landlord reserves the right to exclude or expel from the Center any Person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who will in any manner do any act in violation of the Rules and Regulations of the Center.
18. Unless indicated as a Permitted Use, no cooking will be done or permitted in the Premises without Landlord's prior written consent, except that equipment for brewing coffee, tea, hot chocolate and similar beverages will be permitted, provided that such equipment and use is in accordance with all Governmental Requirements and such food preparation is limited exclusively to food consumed by Tenant or Tenant's employees.
19. Tenant is required to observe all security regulations issued by Landlord and to comply with instructions and/or directions of the duly authorized personnel for the protection of the Center and all Tenants therein. Access by Tenant to the Premises or the Center before or after Mall Hours will be subject to clearance by the security personnel of the Center and to compliance with such procedures as may be imposed by such personnel, including presentation of identification satisfactory to such personnel.
20. Tenant or Tenant's Representative will not go on the roof of the building without the prior approval of Landlord.
21. The requirements Tenant will be attended to only upon written application to Landlord at the general offices of the Center, and employees of Landlord will not perform any work or do anything outside of their regular duties except upon instructions from Landlord.
22. Landlord may waive any one or more of these rules for the benefit of any particular tenant or tenants, but no such waiver by Landlord will be construed as a waiver of such rules in favor of any other tenant or tenants, nor prevent Landlord from thereafter enforcing any such rules against any or all of the tenants of the Center. No waiver of any rule or regulation by Landlord will be effective unless expressed in writing signed by Landlord.
23. Landlord reserves the right, at any time, to change or rescind any one or more of these Rules and Regulations or to make such other and further reasonable Rules and Regulations as in Landlord's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Center, for the preservation of good order therein and for the convenience of Tenant and visitors to the Center. Any such amendments, deletions or additions to these Rules and Regulations will be effective immediately upon delivery of written notice thereof to Tenant.
24. Tenant will abide by any additional Rules or Regulations which are ordered or requested by any Governmental Authority. Tenant and Tenant's Representatives will be responsible for the observance of these rules.
25. Landlord will not be responsible to Tenant or to any other person for the nonobservance or violation of these Rules and Regulations by any other tenant or other Person.
26. Tenant will pay Landlord the sum of \$500 per occurrence for any infraction of any of the Rules and Regulations.

Exhibit E

Intentionally Deleted

Exhibit E

## Exhibit F

### Landlord's Restoration Work

Landlord's Restoration Work below has been described solely for the purpose of determining and outlining the extent of work under Section 15 of the Lease in the event of Partial Damage or Total Destruction.

1. Washroom

Washrooms to code (fan, light, ceiling and accessories to be supplied and installed by Landlord).

2. Electrical

100 amp., 3 phase, 4 wire electrical service at 120/208 V, location to be determined by Landlord. Landlord will also provide 2 foot by 4 foot lay in fixtures based on one fixture per 80 square feet of area and install receptacles per code. Tenant will provide all other electrical work including, but not limited to, additional lighting, outlets and wiring required.

3. HVAC

One (1) ton of cooling capacity per 300 square feet of area will be supplied and installed on the roof of the Premises. HVAC System to be completed by Landlord based on an open retail unit (i.e. no partition walls, bulkheads, etc.). Tenant is required to make its own inquiries regarding the adequacy of the HVAC capacity provided by Landlord above. Tenant will be responsible for the costs of any additional HVAC equipment and distribution in which it requires.

4. Walls

Unpainted plasterboard on interior face of demising walls, finished to a maximum height of ten (10) feet, ready for paint. Masonry fire walls (Landlord's obligation will be to a maximum 1-hour rating) and exterior walls will be concrete block with flush joints ready for paint.

5. Floor

Concrete floor with a smooth finish.

6. Storefront

Landlord's standard storefront.

7. Ceiling

Ceiling tile to be Armstrong 2'x 4'x 5/8", fissured, #895, white or approved equivalent.

8. Sprinklers

If required by code, Landlord will provide a complete sprinkler system within the unit based on open area. (i.e. no partition walls, bulkheads, etc.). Tenant will be responsible for any alterations to the system to maintain proper coverage as per code due to the construction or installation of any obstruction such as walls, bulkheads, shelving, etc.

9. General

If Tenant requests a credit in lieu of any work which Landlord was to have provided, the credit will, at the option of the Landlord, be determined either (a) by an estimate by Landlord as to the amount of the credit, or (b) to equal the amount offered by Landlord's contractor as a credit to delete the work from its contract, in each case, less fifteen percent (15%) which Landlord will retain for coordination charges.

## Exhibit G

### Tenant's Alterations

#### 1. Permits

Tenant will, in a timely fashion, apply for and pay for Tenant's own building, renovation and occupancy permit(s) and any other Requirements required for Tenant's Alterations. Tenant will not commence its work prior to furnishing Landlord with copies of all necessary permits and other approvals.

#### 2. Approval

Tenant acknowledges that any work undertaken by Tenant without Landlord's prior written approval in accordance with Section 6 of the Lease may, in the discretion of the Landlord, be removed from the Premises, or the Premises be restored to the original condition, in either case, at the expense of Tenant.

#### 3. Tenant's Representatives

Tenant's Alterations will be performed by competent workmen whose labor union affiliations are not incompatible with those of Landlord's contractors and subcontractors.

#### 4. Utilities

Tenant will be responsible for all charges of utilities consumed in the Premises commencing from the Commencement Date, or the date Tenant or Tenant's Representatives occupies the Premises to commence its work.

#### 5. Clean Up

Tenant will be responsible for all clean up of construction debris caused by Tenant's Representatives involved in connection with the performance of Tenant's Alterations. Tenant will provide its own garbage bins for the disposal of refuse and other debris and will be prohibited from using the Landlord's bins. If Tenant does not comply with these requirements and remedy any default to Landlord's satisfaction within twenty-four (24) hours of written notice, Landlord has the right, but not the obligation, to arrange for the necessary clean up and bin rental, the cost of which, together with an administration fee of fifteen percent (15%) of such cost, will be paid by Tenant to Landlord as Additional Rent.

#### 6. Fascia Signs

All Tenant signs will be in accordance with Exhibit H of the Lease.

#### 7. Fixtures and Equipment

Tenant will use only new fixtures and equipment in the Premises.

#### 8. Sprinklers

If code requires, or Landlord provides a sprinkler system, Tenant will be responsible for any alterations needed to the sprinkler system to maintain proper coverage to the satisfaction of Governmental Authorities due to Tenant's Alterations.

#### 9. Fire Protection Equipment

Where occupancy includes cooking or hazardous process areas, Tenant will install and maintain a chemical or CO2 automatic fire protection system approved by the appropriate Governmental Authorities and notify Landlord of any interruption to or flaw or defect in the system coming to the attention of Tenant.

#### 10. Grease Disposal and Storage

Where occupancy includes cooking which results in the Tenant requiring temporary storage and disposal of greases, oil or similar matter, Tenant agrees to construct a secure storage facility in a location to be specified by Landlord. The cost for construction and maintaining the storage facility will be borne solely by Tenant and subject to Landlord's approval as to design and fabrication. The right to this exterior storage facility is subject to Requirements throughout the Term.

#### 11. Alterations to Exterior

Any work to the exterior walls or roof of the Premises which Tenant may request will be performed at the sole option of Landlord by either Tenant's or Landlord's contractor's or subcontractor's at Tenant's sole cost and expense.

#### 12. Roof

Tenant and Tenant's Representatives will not at any time be permitted on the roof.

13. Tender Right

Tenant hereby grants Landlord and/or Landlord's designated contractor(s), the right to tender for all or a portion of Tenant's Alterations. Tenant will furnish Landlord or its designated contractor(s), with detailed Plans which are of sufficient detail to allow the preparation of a tender bid. Tenant agrees that it will accept Landlord's (or its designated contractor's) bid if it is the lowest tender, and will otherwise advise Landlord of any lower tender which Tenant is prepared to accept and Landlord will have the option for a period of five (5) business days thereafter to match such tender price in which case, it will then be awarded the construction contract. If Landlord or its designated contractor is awarded the contract, Tenant covenants to execute a formal construction contract prepared by Landlord or contractor within five (5) days following submission of the contract to Tenant.

14. Work Performed by Landlord

For any work which Landlord may perform on behalf of Tenant, at Tenant's sole cost and expense, Landlord will charge Tenant fifteen percent (15%) of the cost of the work as a co-ordination fee. Any work which Landlord performs for Tenant will not delay Tenant's acceptance of the Premises.

Exhibit H

Sign Criteria

The design and location of all signs, either for the interior or the exterior of the Premises, shall be subject to prior written approval by Landlord; provided, however, Landlord's approval will not relieve Tenant from complying with any and all applicable Governmental Requirements. Tenant shall submit detailed sign drawings to Landlord and no sign shall be installed until Landlord's written approval has been received by Tenant. Drawings submitted shall contain dimensions, material, color and type of illumination. Color samples of all signs, if not white, shall be submitted to Landlord. However, the following limitations will apply:

1. Wording of all signs shall be limited to the trade name and logo only.
2. The size and location of all signs shall be limited.
3. Only one sign will be permitted and all signs must be parallel to elevation.
4. All signs will be self-illuminated.
5. Sign contractors will repair any damage to the building caused by the sign work.
6. Electrical service to all signs will be on Tenant's meter.
7. The following is not permitted and is expressly prohibited:
  - a. Signs with exposed neon or fluorescent tubing or exposed lamps.
  - b. Signs with flashing, blinking, moving, flickering, animated or audible effects or type.
  - c. Printed signs on storefronts or show windows.
  - d. Paper signs, stickers, banners or flags.
  - e. Exposed raceways, ballast boxes or electrical transformers.
  - f. Exposed sign company names or stamps.
  - g. Exposed sign illumination or illuminated sign cabinets or modules.
  - h. Painted signs on the exterior surface of any building.
  - i. Signs located at or on the side or rear or exterior of any building except where the Premises contains a customer service entrance opening directly onto parking areas and except for small identifying signs to facilitate deliveries, in accordance with Landlord's standard sign format for rear and service corridor doors. No other signs will be permitted.
  - j. Roof top signs.
  - k. Sign boxes and box signs.
  - l. Exterior illumination of signs from mall ceilings.

Notwithstanding the foregoing, the following criteria shall also apply in accordance with Kohl's lease agreement:

7. AS TO LANDLORD'S PARCEL AND ANY BUILDINGS THEREON:

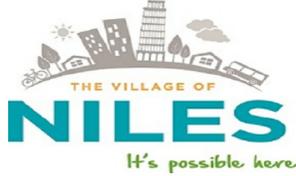
- A. Whether or not in conformity with the following criteria, Landlord may maintain any signs which exist as of the date hereof or any replacements therefor, including, but not limited to, Mall Store signs maintained by tenants not required to provide new signs under the terms of their leases.
- B. There shall be no flashing, rotating or moving signs or markers of any type.
- C. There shall be no signs painted on the exterior masonry surface of any building.
- D. Temporary signs which are constructed of or made up of cloth material, paper or cardboard shall not be permitted.
- E. Landlord may erect within the Shopping Center (i) not more than six (6) pylon shopping center identification signs at the locations on Exhibit B, (ii) not more than one (1) identification sign for each drive-in bank and/or savings and loan, and (iii) not more than one (1) theatre attraction board sign at the permissible sign location shown on Exhibit B near the existing theatre building.
- F. All Mall Store signs which front on the Enclosed Mall shall be (i) not more than four (4) feet in height, (ii) approximately flush with the walls of the building, and (iii) of a length which does not exceed 80% of the linear width of the elevation to which it is attached.
- G. There shall be no roof-top signs.
- H. Except for small identification signs on delivery doors, there shall be no exterior signs other than signs for stores located on the Landlord's Parcel at the ends of the main mall or cross malls or stores having customer entrances from the parking area, which signs shall be (i) not more than four (4) feet in height, (ii) approximately flush with the wall of the building, and (iii) of a length which does not exceed 80% of the linear width of the elevation to which it is attached.
- I. With respect to any department store building on the Owner's Parcel containing not less than 50,000 square feet of Floor Area, in lieu of the requirements set forth in Subsections A and H above, the requirements set forth below in Part II hereof shall apply."

Exhibit I

REA Documents

Amended and Restated Agreement, dated February 21, 1985, by and between Milwaukee Golf Development Company, an Illinois limited partnership, and Sears, Roebuck and Co., a New York corporation, recorded March 18, 1985, as Document No. 274177633.

First Amendment to Amended and Restated Agreement, dated October 23, 1997, by and between Milwaukee Golf Development Company and Sears, Roebuck and Co., a New York corporation, recorded November 14, 1997, in the Official Records of Cook County, Illinois, Book 4099, Page 92.



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Authorizing the Sale and/or Disposal of Personal Property Various Equipment

Meeting Date 4/26/2016

Item Number 4

Requested by Katharine N Darr, Records Management Coordinator

Action Requested RESOLUTION

Prepared by Katharine N Darr, Records Management Coordinator

Assigned to:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Department Memo	Memorandum
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Department Memo	Exhibit A

MOTION

I move for Board approval of a Resolution Authorizing the Sale and/or Disposal of Personal Property.

REASON FOR REQUEST / BACKGROUND

The Village is requesting permission to either scrap or dispose of all the items on the attached list (Exhibit A) which are deemed to have some possible value. This equipment, which includes a telephone booth, outdoor equipment and vehicle maintenance equipment has been stored in the Old Maintenance Garage for 10 years or more, and is no longer needed by the Village of Niles.

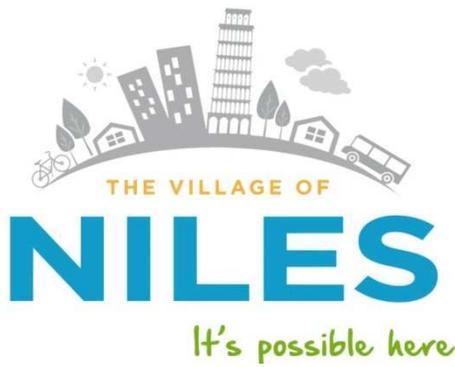
Will this action involve an expenditure of funds?  No

If yes, is this a budgeted item?

ORG#  Total Amount for Approval

ACCT#  Budget Amount

Variance



**MAYOR**  
Andrew Przybylo

**VILLAGE  
MANAGER**  
Steven C. Vinezeano

**VILLAGE CLERK**  
Marlene J. Victorine

**TRUSTEES**  
George D. Alpogianis  
John C. Jekot  
Joe LoVerde  
Danette O'Donovan Matyas  
Denise McCreery  
Dean Strzelecki

## MEMORANDUM

**Date:** April 5, 2016  
**To:** Mayor Przybylo and Board of Trustees  
**From:** Katy Darr  
**Re:** Disposal of Village Property at the Old Maintenance Garage

We are requesting permission to either scrap or dispose of all the items on the attached list (Exhibit A) which are deemed to have some possible value. This equipment, which includes a telephone booth, outdoor equipment and vehicle maintenance equipment has been stored in the Old Maintenance Garage for 10 years or more, and is no longer needed by the Village of Niles. Please see attached pictures.

Per our Purchasing Manual, any Village property with a value of \$100.00 or more requires the approval of a Resolution by the Mayor and the Board of Trustees prior to disposal.

## RESOLUTION 2016-

### A RESOLUTION AUTHORIZING THE SALE AND/OR DISPOSAL OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF NILES

**WHEREAS**, it is no longer necessary or useful to or for the best interests of the Village of Niles to retain ownership of the personal property hereinafter described;

**NOW, THEREFORE, BE IT RESOLVED**, by the President and the Board of Trustees of the Village of Niles, Cook County, Illinois, as follows:

**SECTION 1:** Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the President and the Board of Trustees of the Village of Niles find that the following described personal property now owned by the Village of Niles and described herein is no longer necessary or useful to the Village of Niles, and the best interests of the Village of Niles will be serviced by its sale and/or disposal and is described on the attached Exhibit A.

**SECTION 2:** Pursuant to said Section 11-76-4, the Finance Director as custodian of said asset is hereby authorized and directed to sell and/or dispose of the aforementioned personal property now owned by the Village of Niles.

**SECTION 3:** The Finance Director is hereby authorized and may direct the Purchasing Agent to sell and/or dispose aforesaid personal property due to the fact that personal property is no longer needed.

**SECTION 4:** This resolution shall be in full force and effect from and after its passage, by vote of at least three-fourths of the corporate authorities, and approval in the manner provided by law.

**PASSED:** This 26<sup>th</sup> day of April, 2016

**YEAS:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**APPROVED** by me this 26<sup>th</sup> day of April, 2016.

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President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 26<sup>th</sup> day of April, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

---

Village Clerk

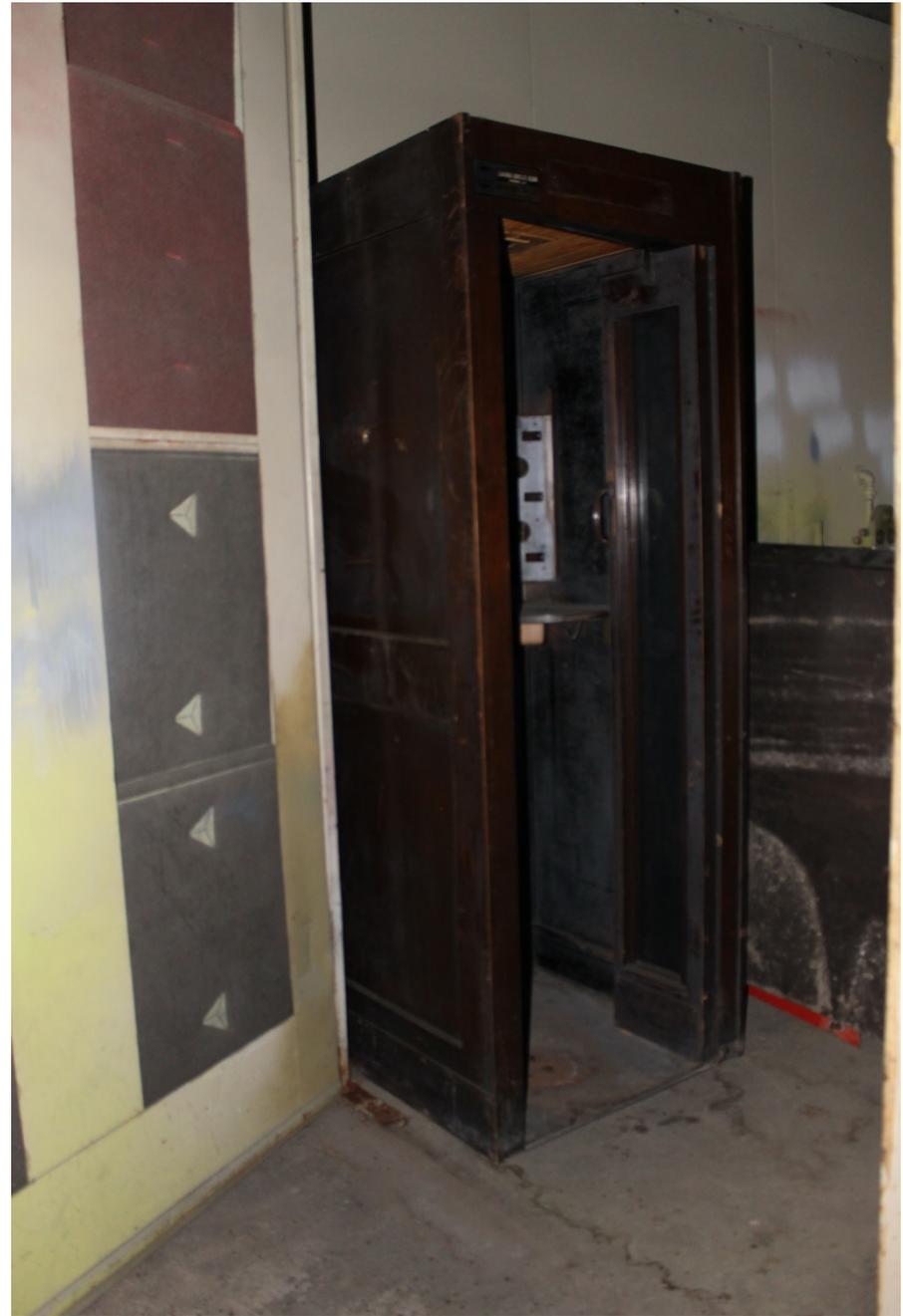
## Exhibit A

### Power

Asset Tag #	Description	Manufacturer	Model #	Serial #	Point Slide #	Photo #	Condition	Estimated Value*	Location	Scrap Metal
	Wooden Telephone Booth				1		Good	\$1,000.00	Spray Booth	
	Dumbbell Set				2	2060-2062	Good	\$1,000.00	Police Garage	x
	Band Saw	Kalamazoo			3	2071-2072	Used	\$1,000.00	Parts Room	x
	Heavy Duty Truck Wheel Balancer	AMMCO	6050	679	4	2081-2085, 2107-2108	Used	\$500.00	Parts Room	x
	Tire Changer	Coats	10-10	98680	5	2116-2120	Used	\$1,500.00	Parts Room	x
12280	Delta Hydro	Tyco			6	2132-2135	Used	\$300.00	Parts Room	x
	Lawn Edger	Briggs & Stratton	58431	8001799	7	2136-2139	Used	\$100.00	Parts Room	x
4180	Snow Blower	Kohler			8	2140-2144	Used	\$500.00	Parts Room	x
4182	Thatch-O-Matic	Parker			9	2145-2149	Used	\$100.00	Parts Room	x
	Snow Blower	Ariens	Sno-Thro		10	2152-2154	Used	\$100.00	Parts Room	x
	Tiller	Snapper	I.R.T 4HP		11	2155-2158	Used	\$200.00	Parts Room	x
	Disc & Drum Brake Lathe	Ammco	3000		12	2162-2165	Used	\$750.00	Parts Room	x

\*Estimated Value based on current Ebay prices

#1 – Wooden Telephone Booth



## #2 – Dumbbell Set



### #3 – Band Saw



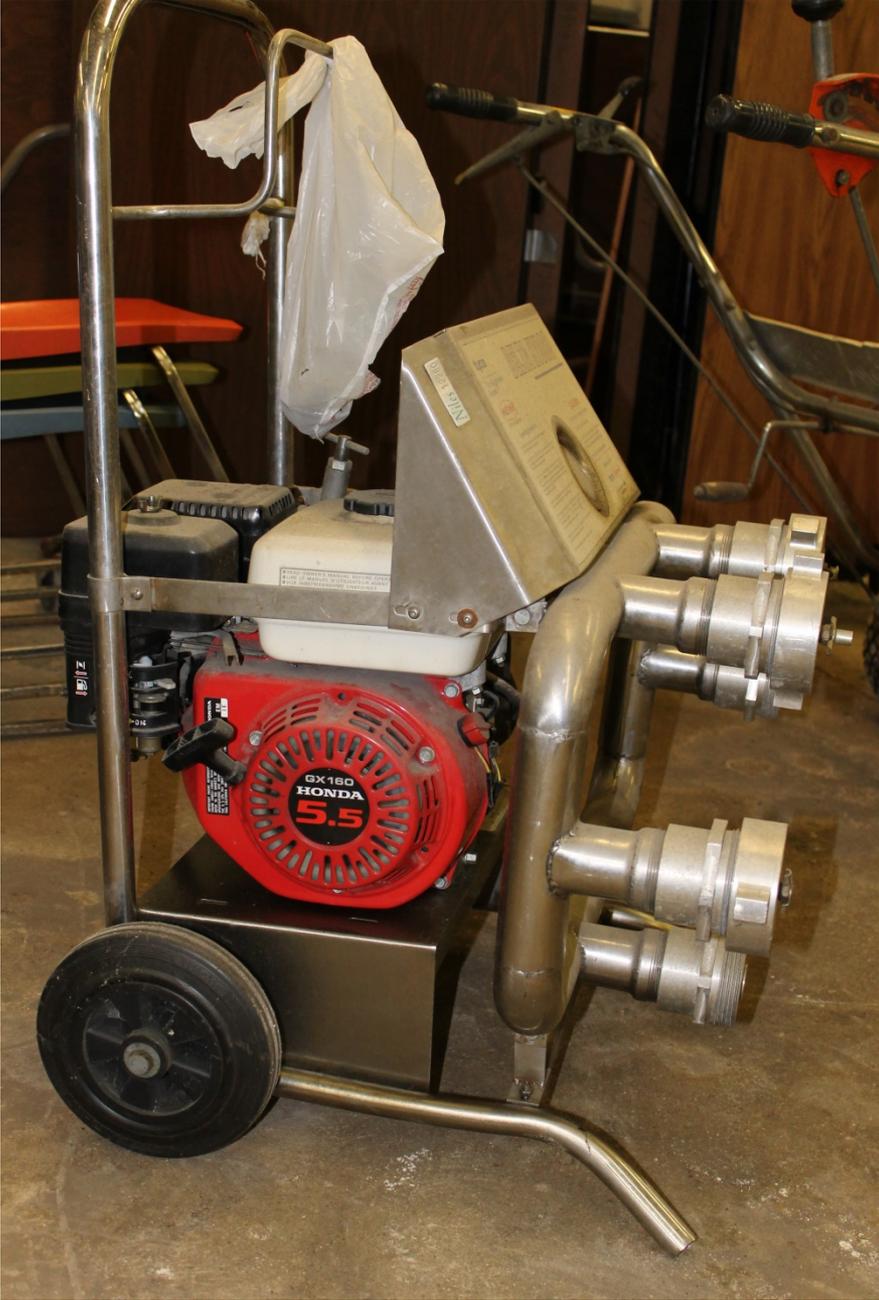
# #4 – Heavy Duty Truck Wheel Balancer



# #5 – Tire Changer



# #6 – Delta Hydro



# #7 – Lawn Edger



# #8 – Snow Blower



# #9 – Thatch-O-Matic



# #10 – Snow Blower



# #11 – Tiller



# #12 – Disc & Drum Brake Lathe





BOARD AGENDA ITEM EXPLANATION FORM



Resolution Ratifying a Memorandum of Understanding Between the Village of Niles and the Community and Economic Development Association (CEDA) of Cook County to Provide Free On-Site Services for Residents of the Village of Niles

Meeting Date 4/26/2016

Item Number 5

Requested by Tony Hollenback, LCSW

Action Requested RESOLUTION

Prepared by Tony Hollenback, LCSW

Assigned to:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Agreement	Copy of MOU with Niles Family Services

MOTION

I move for Board approval of a Resolution ratifying a memorandum of understanding between the Village of Niles and the Community and Economic Development Association (CEDA) of Cook County to provide free on-site services for residents of the Village of Niles.

REASON FOR REQUEST / BACKGROUND

CEDA provides assistance with residents experiencing a financial hardship with utility bills, car repairs, dental car, water bill assistance, etc. These services are provided for free to Niles Family Service clients and residents. CEDA has been providing on-site services for Niles Family Services for the past 5 years.

Will this action involve an expenditure of funds?  No

If yes, is this a budgeted item?  No

ORG#  Total Amount for Approval

ACCT#  Budget Amount

Variance

## **RESOLUTION 2016-**

### **RESOLUTION RATIFYING A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF NILES AND THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION (CEDA) OF COOK COUNTY TO PROVIDE FREE ON-SITE SERVICES FOR RESIDENTS OF THE VILLAGE OF NILES**

**WHEREAS**, Community and Economic Development Association (“CEDA”) of Cook County, Inc., is a provider of services in the community and wishes to provide services to the Village of Niles Family Services and its service area; and

**WHEREAS**, Niles Family Services also wishes to make these services available to the community it serves; and

**WHEREAS**, CEDA represents itself able and willing to provide such services to the Village of Niles and Niles Family Services.

**NOW, THEREFORE, BE IT RESOLVED** that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the President or his designee of the Village of Niles to ratify the memorandum of understanding with the Community and Economic Development Association (CEDA) of Cook County, Inc.

**PASSED:** This 26<sup>th</sup> day of April, 2016

**YEAS:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**APPROVED** by me this 26<sup>th</sup> day of April, 2016.

---

President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 26<sup>th</sup> day of April, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

---

Village Clerk



**MEMORANDUM OF UNDERSTANDING  
BETWEEN VILLAGE OF NILES AND  
THE COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION (CEDA) OF COOK COUNTY, INC.**

This Memorandum of Understanding (“Agreement” as defined below), dated **01/05/16**, describes and confirms the expectations and responsibilities of **VILLAGE OF NILES** (“Site Service Host”) and the Community and Economic Development Association of Cook County, Inc. (“CEDA”), collectively “Parties” or “Party” in the singular, regarding the provision of Facility space by Site Service Host to CEDA as detailed herein.

**RECITALS**

WHEREAS, CEDA is a provider of services in the community and wishes to provide services to the Site Service Host and/or its service area; and

WHEREAS, the Site Service Host also wishes to make these services available to the Site and/or community it serves; and

WHEREAS, CEDA represents itself able and willing to provide such services to the Site Service Host and/or its service area as detailed herein;

Now, THEREFORE, the Parties agree to enter into this Agreement for CEDA to provide to the Site Service Host the services as detailed herein, and the Site Service Host will provide “in-kind” space within its premises in order to aid CEDA in performing its services.

**1. OVERVIEW**

CEDA is a comprehensive private, not for profit Community Action Agency serving the diverse needs of low to middle income residents throughout Cook County, Illinois since its inception in 1965. The organizations mission is to assist families and communities with services and economic opportunities that allow them to achieve self-sufficiency. In support of this mission, CEDA operates a wide variety of programs designed to assist and equip eligible residents with the tools to succeed.

**2. TERM; EFFECTIVE DATE**

This MOU shall commence on the **01/05/16** (“Effective Date”) and shall end on **12/30/16** (the “Term”) unless otherwise agreed by the Parties. The Parties shall have the option to renew this MOU, on the terms and conditions agreed upon by the Parties, prior to the expiration of the then current term. Any terms or conditions different from those included herein, or in the then current renewal agreement, shall be set forth in an amendment to the MOU, which shall be executed on or before the expiration of the then current term.

**3. DESCRIPTION OF SERVICES TO BE PROVIDED BY CEDA**

- a. CEDA will provide services at the following Site Service Host location(s), and/or service area site(s) (“Facility”), as follows:

**Village of Niles, 999 Civic Center Drive, Niles, IL 60714**

- b. CEDA will provide the following services to the Site Service Host:
  - i. Recruit, assess and provide free Community Service Block Grant Program (CSBG) services to eligible individuals and families.
  - ii. Provide direct client assistance to eligible individuals and families.
  - iii. Provide informational literature/pamphlets/brochures to educate individuals, families and other organizations about additional CEDA programs and services.
  - iv. Make referrals to CEDA and other Community Service Providers that offer additional programs and services that assist with short-term and long-term solutions to address individual and family needs.

**4. ADDITIONAL CEDA ROLES AND RESPONSIBILITIES**

- a. CEDA will designate a contact person to serve as its representative and to collaborate with Site Service Host in the implementation of this Agreement.
- b. CEDA shall fulfill the following obligations in relation to the services to be provided at Facility pursuant to this Agreement:
  - i. Conduct its business, and control its agents, employees, and invitees in such a manner as not to create any nuisance, or interfere with, annoy or disturb other occupants, guests, or Site Service Host in the management of the building.
  - ii. Provide a list of employees by position and name that will provide services within the Facility for safety and security purposes in Exhibit A .

**5. SITE SERVICE HOST ROLES AND RESPONSIBILITIES**

- a. Site Service Host will designate a contact person to serve as its representative and to collaborate with CEDA in the implementation of this agreement.
- b. Site Service Host agrees to the following obligations in relation to services to be provided at its Facility, as applicable:
  - i. Provide the necessary premises space, standard office furnishings, and will provide for electric power, water, gas, and other utilities in accordance with all customary office space requirements which will be as mutually agreed upon.
  - ii. Provide reasonable access to common lobby or waiting area space and common areas including restrooms for CEDA employees and clientele.

**6. SPECIFIC USE OF FACILITIES**

- a. Hours of Operation: Site Service Host operates the Facility during the hours of **8:30 AM** and **5 PM** on Tuesdays. CEDA shall be entitled to use of **office space** within the Facility during the aforementioned hours of operation and other times as may be necessary, provided that CEDA obtains written permit of the Site Service Host.

- b. At all times, the Facilities shall remain under the control of the Site Service Host. CEDA shall not be responsible for any maintenance or repairs of the Facilities.
- c. The Site Service Host agrees to allow signage related to CEDA programs and services to be posted on or near the entry to the Facility as well as in common areas and CEDA areas of use at the expense of CEDA.
- d. CEDA agrees to purchase and insure all supplies and equipment necessary for its operations except as otherwise provided herein.
- e. CEDA shall comply with all rules, regulations, policies, procedures and guidelines of Site Service Host regarding the use and care of the building, parking lot, and other common areas that are provided for the use of CEDA in and around the building containing the Facility.
- f. Except as provided by Illinois Law or for any damage or injury resulting from CEDA's wrongful conduct or negligence, CEDA shall not be responsible for any damages to the Facility or losses arising from CEDA's actions or inactions at the Facility.

#### **7. INSURANCE**

CEDA agrees to provide a Certificate of Insurance at CEDA's sole cost in the amount of \$1,000,000.00 naming **Village of Niles** as additional insured as an Exhibit **B** to this MOU.

#### **8. USE OF NAME; MARKETING**

CEDA and the Site Service Host agree to allow the other to list them as a collaborative partner in written or electronic materials. This will include, but is not limited to website, annual reports, outreach brochures, etc. Both parties agree to share their logo for such purposes.

#### **9. COSTS**

There shall be no rent or other incurred cost to CEDA for the Facility space provided by Site Service Host. Consideration for this MOU is the mutual benefit to CEDA and Site Service Host of a partnership between the parties to advance the mutual goals and objectives of community services and economic opportunities in the area.

#### **10. INDEPENDENT CONTRACTOR**

Both parties hereto, in the performance of this MOU, will be acting in their individual capacity and not as agents, employees, partners in a joint venture, or as associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

#### **11. INDEMNIFICATION**

Both of the Parties to this Memorandum of Understanding agrees to indemnify and hold the other Party harmless from and against any and all loss and damage, and any and all claims, demands, suits, liabilities and payments, including cost of defense, arising in whole or in part, out of the negligent act or omission of the party, its officers, employees, agents or subcontractors, or the negligent act or omission of any person for which a party or subcontractor is held liable.

However, if any losses, damages, claims, demands, suits, liabilities and payments, including cost of defense, arise out of or result from the concurrent negligence of both parties, their officers,

employees, agents, subcontractors or any other person for which a party is held liable, this indemnity provision shall be valid and enforceable only to the extent of the negligence of any indemnitor's officers, employees, agents, subcontractors, or any other person for which an indemnitor is held liable.

## 12. GENERAL PROVISIONS

- a. The parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. However, if any provision in this Agreement is found by a court of law to be in violation of any applicable ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision to be illegal, void or unenforceable as written, then such provision shall be given force to the fullest possible extent that the same is legal, valid and enforceable and the remainder of this Agreement shall be construed as if such provision was not contained therein.
- b. The headings of the Agreement are for convenience only and shall not define or limit the provisions hereof. Where the context so requires, words used in singular shall include the plural and vice versa, and words of one gender shall include all other genders. In the event of a conflict between the terms and conditions of any other agreement and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.
- c. Except as otherwise provided herein, this MOU contains the entire agreement of the Parties with respect to the subject matter herein supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the Parties as reflected by a written instrument executed by the Parties hereto.
- d. This MOU has been negotiated and executed in the state of Illinois and shall be governed by and construed under the laws of the state of Illinois.

## 13. CONDITIONS OF TERMINATION

Either party may terminate this MOU without cause upon delivery of prior written notice to the other party at least thirty days (30) before the effective date of such withdrawal. Either party may immediately terminate upon written notice to the other party if circumstances arise that make it impossible for the terminating party to carry out its responsibilities under this MOU.

## 14. NOTICES TO PARTIES

All notices required under this MOU shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a Party in writing.

### COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATION (CEDA) OF COOK COUNTY, INC

**Address:** 567 W. Lake St., Suite 1200  
Chicago, IL 60661

**Attn:** Harold T. Rice

### Village of Niles

**Address:** 999 Civic Center Drive  
Niles, IL 60714

**Attn:** Anthony Hollenback

**Fax:**

\_\_\_\_\_  
(312) 795-1034  
\_\_\_\_\_

Fax:

\_\_\_\_\_  
847-588-8454  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the Parties have executed this MOU as of the date and year first set forth above.

**COMMUNITY AND ECONOMIC DEVELOPMENT  
ASSOCIATION OF COOK COUNTY, INC**

**Village Of Niles**

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

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

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

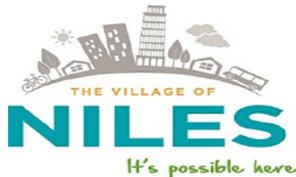
Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



BOARD AGENDA ITEM EXPLANATION FORM



Illinois Department of Transportation Motor Fuel Tax Compliance Review Report Covering the Period of January 1, 2015 to December 31, 2015 Presented to the Board of Trustees for Filing

Meeting Date: 4/26/2016, Item Number: 6, Action Requested: REQUEST FOR BOARD APPROVAL, Requested by: Mary Anderson, Public Services Director, Assigned to: Bob Pilat, Admin. Asst.

ATTACHMENTS:

Table with 2 columns: Type, Description. Includes Backup Material for MFT Compliance Review Number 71 and MFT Compliance Review - Response.

MOTION

I move for Board approval to accept and file the Motor Fuel Tax Compliance Review report covering the period of January 1, 2015 to December 31, 2015.

REASON FOR REQUEST / BACKGROUND

The Illinois Department of Transportation routinely reviews Motor Fuel Tax accounts to ensure funds are being spent for eligible items. All issues in the compliance review have been addressed.

Will this action involve an expenditure of funds? [No]

If yes, is this a budgeted item? [No]

ORG# [ ], Total Amount for Approval [ ], ACCT# [ ], Budget Amount [ ], Variance [ ]



# Illinois Department of Transportation

Division of Highways / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

LOCAL ROADS AND STREETS  
Motor Fuel Tax – Compliance Review  
Village of Niles  
Cook County

February 9, 2016

VIA PRIORITY MAIL

Ms. Marlene Victorine  
Village Clerk  
Village of Niles  
1000 Civic Center Drive  
Niles, IL 60714

Dear Ms. Victorine:

Enclosed is a copy of Compliance Review No. 71 covering the receipt and disbursement of Motor Fuel Tax (MFT) Funds by the Village for the period beginning January 1, 2015 and ending December 31, 2015.

Please note any deficiencies (balances in brackets) indicated on the Summary of Motor Fuel Tax Fund Transactions by Section and Categories (BLR 15106). These deficit balances should be addressed by the Village to resolve the Unauthorized MFT Expenditures.

This report should be presented to the Village President and Board of Trustees at the first regular meeting after receipt of this letter, and filed as a permanent record.

If you have any questions or need additional information, please contact Alex Househ, Field Engineer, at (847) 705-4410 or via email at [Alex.Househ@illinois.gov](mailto:Alex.Househ@illinois.gov).

Very truly yours,

John Fortmann, P.E.  
Deputy Director of Highways,  
Region One Engineer

By:  
Christopher J. Holt, P.E.  
Bureau Chief of Local Roads and Streets

Enclosure

cc: Linda Rae, Village Accountant w/encl.



Agency: VILLAGE OF NILES	
Compliance Review for: <input checked="" type="checkbox"/> Motor Fuel Tax <input type="checkbox"/> Township Bridge <input type="checkbox"/> Special Assessment <input type="checkbox"/> G.O. Bond Issue <input type="checkbox"/> MFT Fund Bond Issue	Compliance Review Year(s): 2015
	Compliance Review Number: 71
	Date: February 9, 2016



Compliance Reviewer's Certificate

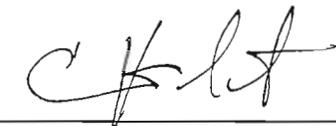
VILLAGE OF NILES

Compliance Review No. 71

We hereby certify that we have reviewed the books and records in so far as they pertain to the receipt and disbursement of the Motor Fuel Tax Fund of the Village of NILES for the period beginning Jan. 1, 2015 and ending Dec. 31, 2015, and that entries for receipts in these books and records are true and correct and are in agreement with the records maintained by the Department of Transportation and that entries for disbursements are supported by cancelled warrants or checks with exceptions noted in the compliance review findings.

  
\_\_\_\_\_  
Reviewer

REVIEWED AND APPROVED BY

  
\_\_\_\_\_  
District Local Roads and Streets Engineer

Date: 2/9/2016



Fund Balance and Bank Reconciliation

VILLAGE OF NILES

Compliance Review Report No. 71

Compliance Reivew Period Jan. 1, 2015 - Dec. 31, 2015

Date: February 9, 2016

Fund Balance	Unobligated	Obligated	Total	Outstanding Warrants		
Balance Previous Compliance Review	3,989,719.40	127,298.31	4,117,017.71			
Allotments	736,394.46	0.00	736,394.46			
Total MFT Funds	4,726,113.86	127,298.31	4,853,412.17			
Approved Authorizations	(2,877,428.04)	2,877,428.04	0.00			
Other Receipts		135,025.40	135,025.40			
Total	1,848,685.82	3,139,751.75	4,988,437.57			
Disbursements		1,511,122.15	1,511,122.15			
Surplus (Credits)	0.00	0.00	0.00			
Unexpended Balance	1,848,685.82	1,628,629.60	<b>3,477,315.42</b>			
<b>Bank Reconciliation</b>						
Balance in Fund per Bank Certificate Dec. 31, 2015			3,450,648.95			
Deduct Outstanding Warrants						
Add Outstanding investments / IMET Convenience Funds			26,666.47			
Additions						
Subtraction's						
Net Balance in Fund Dec. 31, 2015			<b>3,477,315.42</b>			

Certified Correct

*Amie R. Wenz*  
 Reviewer

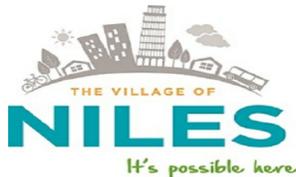


VILLAGE OF NILES

Compliance Review Period: January 1, 2015 - December 31, 2015

Compliance Review Report No. 71

Section	Balance Prev. Review	Total Amount Authorized	Adjustments	Other Receipts	Total Funds Available	Total Disbursements	Surplus to Unobligated Balance (Credits)	Unexpended Balance	Prev. Accumulated Disbursements	Total Accumulated Disbursements
<b>CONSTRUCTION</b>										
10-00110-00-PV	366,998.98				366,998.98			366,998.98	0.00	0.00
10-00111-00-LS	(430,512.86)	77,201.40			(353,311.46)			(353,311.46)	430,512.86	430,512.86
12-00113-00-RS	(1,061,470.37)	1,682,150.00			620,679.63			620,679.63	1,061,470.37	1,061,470.37
13-00115-00-RS	504,907.96				504,907.96			504,907.96	1,388,919.92	1,388,919.92
13-00116-00-TL	166,455.20				166,455.20			166,455.20	(166,455.20)	(166,455.20)
13-00117-00-LS		170,020.55			170,020.55	86,261.86		83,758.69		86,261.86
14-00119-00-RS	491,233.56				491,233.56	171,201.98		320,031.58	980,995.94	1,152,197.92
15-00120-00-RS	0.00				0.00	1,061,710.30		(1,061,710.30)		1,061,710.30
<b>ENGINEERING</b>										
08-00107-01-PV	(58,890.18)	60,379.24			1,489.06			1,489.06	58,890.18	58,890.18
10-00111-00-LS	(68,801.11)	375,885.74		3,077.37	310,162.00	3,846.74		306,315.26	68,801.11	69,570.48
12-00114-00-SP	(5,720.51)		5,720.51		0.00			0.00	5,720.51	0.00
13-00116-00-TL	(162,867.66)	243,177.96			80,310.30	15,692.33		64,617.97	162,867.66	178,559.99
13-00117-00-LS	(70,999.03)	157,461.15			86,462.12	85,797.06		665.06	70,999.03	156,796.09
13-00118-00-WR	(59,170.43)	111,152.00			51,981.57	32,185.60		19,795.97	59,170.43	91,356.03
<b>EARNED INTEREST</b>										
12-00000-00-AC	512.43				512.43			512.43		0.00
13-00000-00-AC	6,245.05				6,245.05			6,245.05		0.00
14-00000-00-AC	12,167.33				12,167.33			12,167.33		0.00
15-00000-00-AC				1,461.60	1,461.60			1,461.60		0.00
										0.00
										0.00
										0.00
<b>TOTALS</b>	<b>(369,911.64)</b>	<b>2,877,428.04</b>	<b>5,720.51</b>	<b>4,538.97</b>	<b>2,517,775.88</b>	<b>1,456,695.87</b>	<b>0.00</b>	<b>1,061,080.01</b>	<b>4,121,892.81</b>	<b>5,569,790.80</b>



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Approving a Special Use to Allow a Building Height Exceeding the Allowed 36 Feet Located at 9020-9196 Golf Road (16-ZP-11)

Meeting Date 4/26/2016 Item Number 1
Requested Charles Ostman, Director of Community Development Action Requested ORDINANCE
Prepared by Bruce Sylvester, Senior Planner Assigned to: Trustee McCreery

ATTACHMENTS:

Table with 2 columns: Type, Description. Rows include Ordinance, Backup Material, and Minutes.

MOTION

I move for Board approval of an Ordinance approving a special use as required in Appendix B, Section VIII(B)(9) to allow a building height exceeding the allowed 36 feet located at 9020-9196 Golf Road.

REASON FOR REQUEST / BACKGROUND

The Plan Commission voted 6-1 to recommend approval at their public hearing on April 4, 2016.

Will this action involve an expenditure of funds? No

If yes, is this a budgeted item?

ORG# Total Amount for Approval
ACCT# Budget Amount
Variance

## **ORDINANCE 2015-**

### **APPROVING A SPECIAL USE AS REQUIRED IN APPENDIX B, SECTION VIII(B)(9) TO ALLOW A BUILDING HEIGHT EXCEEDING THE ALLOWED 36 FEET LOCATED AT 9020-9196 GOLF ROAD, NILES, ILLINOIS**

**WHEREAS**, the question of granting a special use to 9020-9196 Golf Road, included in this ordinance was referred to the Plan Commission and Zoning Board of Appeals to hold a public hearing;

**WHEREAS**, a public hearing was held on April 4, 2016, after proper notice in a manner provided by law;

**WHEREAS**, the Plan Commission and Zoning Board of Appeals has made a report, containing findings of fact and recommending the granting of the special use for property located at 9020-9196 Golf Road, Niles, IL 60714; and

**WHEREAS**, the corporate authorities of the Village of Niles, Cook County, Illinois have duly considered said Plan Commission Recommendation.

**NOW, THEREFORE, BE IT ORDAINED**, by the President and Board of Trustees of the Village of Niles, Cook County, Illinois, as a Home Rule Municipality, as follows:

**SECTION 1:** The materials and exhibits attached to this ordinance are incorporated by reference and made a part of this ordinance.

**SECTION 2:** A Special Use to Appendix B, Section VIII(B)(9) to allow a new building façade to exceed the height limit of 36 feet located at 9020-9196 Golf Road, Niles, IL 60714, is approved.

**SECTION 3:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**PASSED:** This 26<sup>th</sup> day of April, 2016  
**AYES:**  
**NAYS:**  
**ABSENT:**  
**ABSTAIN:**

**APPROVED** by me this 26<sup>th</sup> day of April, 2016.

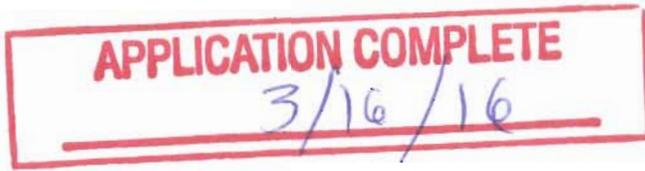
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President of the Village of Niles  
Cook County, Illinois

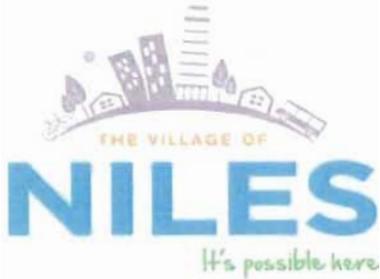
**ATTESTED AND FILED** in my office this 26<sup>th</sup> day of April, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

---

Village Clerk



AGENDA NUMBER: 2  
 REPORT NUMBER: PC-16-13  
 CASE NUMBER: 16-ZP-11  
 TYPE: VARIATION



## Plan Commission and Zoning Board of Appeals Staff Report April 4, 2016

**Item for Plan Commission Consideration:** Requested 23-foot variation from Village Ordinance Appendix B, Section VIII(B)(9) to allow a new building façade to exceed height limits at Golf-Glen Plaza located at 9020-9196 Golf Road.

**A. Background and Zoning.**

Golf Glen Plaza Niles, IL L.P. has requested a variation from building height limits as found in Village Ordinance Appendix B, Section VIII(B)(9) to allow a proposed new building façade on Golf-Glen Plaza located at 9020-9196 Golf Road. This commercial property is regulated according to the Village’s commercial zoning ordinance, which limits maximum height to 36 feet. Portions of the proposed new building façade will be up to 59-feet in height, which requires a height variation of 23 feet.

Please see the attached information provided by the applicant for details about the Golf-Glen Plaza and the proposed renovations and new façade.

**B. Critical Issues**

Compliance with the Village’s 2030 Comprehensive Plan

The Plan Commission is encouraged to question the applicant to determine if the requested variation will advance the goals of the 2030 Comprehensive Plan.

Comments from Other Departments:

- Police: The Police Department has no concerns;
- Fire: No comments were provided;
- Engineering: Engineering has no concerns;
- Fire Inspections: The Fire Inspector has no concerns.

Requirements for Variations and Findings of Fact

Appendix B, Section XI(E) provides the procedures for considering requested variations from the Village’s ordinances. Subsection 2 provides standards that must be satisfied in order to grant a variation. Below are those requirements:

2(a) The Board of Appeals may vary the provisions of this ordinance as authorized in this section, but only when it shall have made findings based upon the evidence presented to it in the following specific cases:

- (1) That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located;
- (2) That the plight of the owner is due to unique circumstances;
- (3) That the variation, if granted, will not alter the essential character of the locality.

Subsection 2(b) additionally states: For the purpose of supplementing the above standards, the Board of Appeals shall also, in making this determination whether there are practical difficulties or particular hardship, take into consideration the extent to which the following facts favorable to the applicant have been established in the evidence:

1. That the particular physical surroundings, shape, or topographical conditions of the specific property involved would bring a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulation were to be carried out;
2. That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classifications;
3. That the alleged difficulty or hardship has not been created by any person having an interest in the property at any time after the effective date of this ordinance;
4. That the granting of the variation will not be detrimental to the public welfare in the neighborhood in which the property is located; or
5. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.

Please see the attachments for the applicant's explanation for how this proposal meets the requirements above.

C. Legal:

Notification: A legal notice was provided in the Bugle on March 17, 2016. Notices to all owners of property within 250 feet were mailed on March 16, 2016. Additionally, the applicant provided notices to all tenants within the Golf-Glen Plaza shopping center informing them of this proposal and the Plan Commission's public hearing.

D. Other Actions:

For this variation, the Plan Commission and Zoning Board of Appeals is a recommending body and the Village Board must make a final decision. The Village Board is tentatively scheduled to consider this request at its April, 2016 meeting.

I. Recommended Conditions Of Approval

1. None.

**III. Attachments and References**

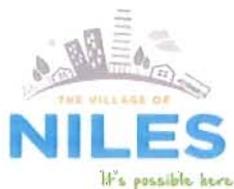
1. Location Map;
2. Applicant's explanation for how Village requirements are met; and
3. Elevations and architectural renderings provided by the applicant.

**IV. Principal Parties Expected at Meeting:**

1. Mr. Alan Ripley, Director of Operations, Golf-Glen Plaza Niles, IL Limited Partnership—property owner and applicant; and
2. Interested members of the public.



**Request for a  
Height Variation  
For a New Facade at  
Golf Glen Mall  
April, 2016**



**GOLF GLEN MART  
FAÇADE RENOVATION PROJECT ZONING VARIATION REQUEST 2016**

This proposed project includes a very ambitious renovation of the elevations of the primary retail buildings of the Golf Glen Mart with the exception of the Meijer store, the Omega Restaurant and the MB Financial bank teller kiosk. The project includes the construction of a number of attractive new building elements and the use of a wide variety of different building products all which result in an overall increase in the heights of these elevations. The height of a few of the proposed building elements will exceed the maximum building height of thirty-six feet (36') as provided in Section VIII, (B), (9) of the current Village of Niles Ordinance which requires our group to seek a Variation by the Zoning Board. Overall, parking will be unaffected and with the current tenant mix, we initially expect no changes in the hours of operation for the existing retail occupants or their number of employees. The building signs as depicted on the color renderings are for appearance purposes only and do not necessarily reflect the exact tenant signage.

Over the past few years we've painstakingly looked at dozens of different concept designs to arrive at a design that we feel is a very attractive means to break up the length of our main retail buildings as well as improve the buildings' visibility from the street. Some of the building sections are inward facing and with the distance the center is from the street, the increased building heights provides us the best opportunity to overcome the leasing hardships we've experienced over the past several years.

We are hopeful that this huge investment on our part will greatly improve our ability to lease the current vacant space at the center as well as our leasing effort going forward. Not only will these proposed improvements vastly improve the appearance of our property and the intersection of Golf and Dee Roads for years to come, with anticipated greater occupancy and more stable retail tenants, the Village should expect increased sales tax revenue generated from the shopping center.

**GOLF GLEN MART**  
**FAÇADE RENOVATION PROJECT ZONING VARIATION REQUEST 2016**  
**EXPLANATION AS TO MEETING VARIATION REQUIREMENTS**

1. **The Property cannot yield a reasonable return:** With a vacancy rate in excess of 31% of our in-line retail spaces and that trend seemingly increasing over recent years, keeping the status quo is unsustainable. The returns are currently minimal at best and should the increasing vacancy trend continue, even meeting the debt service for this property will be difficult. As we have performed similar renovations in other markets with a great deal of success, we believe this huge investment we are considering for these proposed improvements, especially the increased elevation heights, gives us the best opportunity to lease the property likely with more well known retailers.
2. **The plight of the owner is due to unique circumstances:** The issues we've encountered as from a leasing perspective are unique as the main retail buildings of our property rest much further from Golf Road than most other retail properties in the area and the fact that the property is situated at what appears to be at or near the end of the Golf Road retail corridor.
3. **Variation will not alter the essential character of the locality:** This variation if granted will not alter the essential character of the region and promote commercial corridor beautification by vastly improving the appearance of the Golf and Dee Road intersection as a result of improving the current dated appearance of our in-line retail spaces.

- 
1. **The physical surroundings, shape, topography and not inconvenience bring hardship:** As noted above, given or distance from Golf Road, to not obtain the variation for the increased building height will make our leasing effort much more difficult.
  2. **Conditions upon which variation would not be applicable to other properties with the same zoning:** We don't believe that the granting of a variation would be applicable to other properties within the same zoning classification of R-1 PUD. We have been made to understand however that from a zoning perspective, the Village categorizes our property as a Business classification. That said, unless other retail properties in a Business zoning classification have buildings that are of an equal or larger distance from Golf Road or other main retail corridors than the main retail buildings of Golf Road, such a variation for those other retail properties wouldn't necessarily be applicable. We are aware that in 2013 a similar building height variation was granted to an incoming grocery store in the Village via Ordinance 2013-48.
  3. **The hardship has not been created after the effective date of the current ordinance:** The buildings of the property are generally as they were upon our group's initial acquisition at the end of 1990. No material changes have been made to the building or property by the ownership to create the current hardship.

4. **The granting of a variation would not be detrimental to the public welfare:** We don't see a scenario where the granting of the variation will have any impact as to the public welfare in the neighborhood in which the property is situated.
  
5. **The variation will not impair the supply of light and air to the adjacent properties or diminish property values:** The proposed variation would not negatively impact light and air to adjacent properties, increase the danger of fire or other otherwise be detrimental to public safety or have any negative impact as to property values in the area.

# Combination



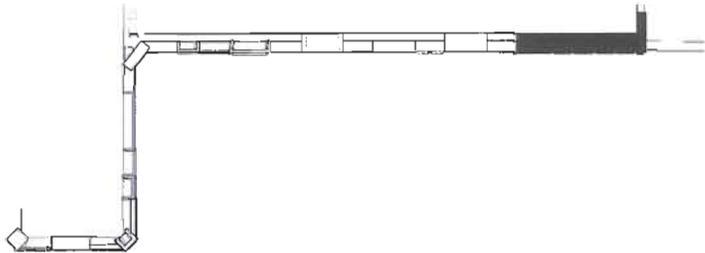
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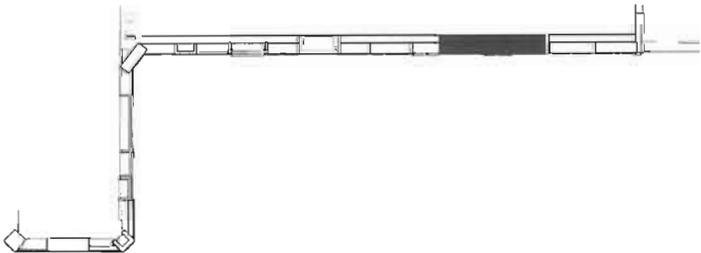
# Combination



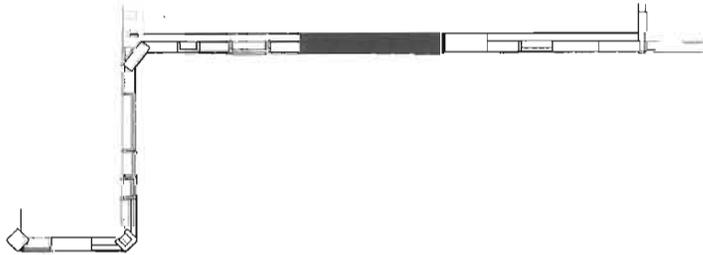
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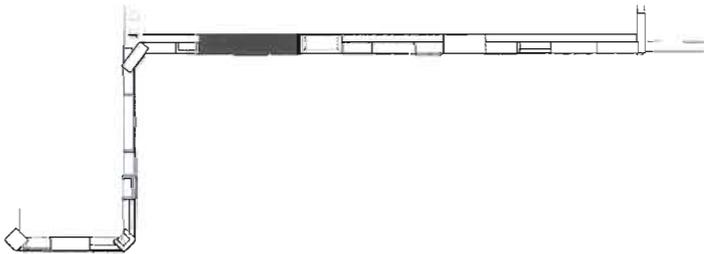
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# Combination



# Combination



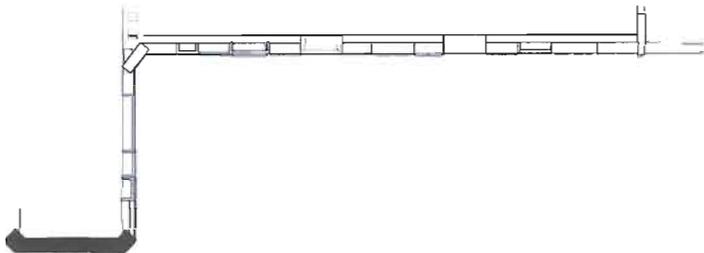
# Anchor Element – Option B – View 1



# Anchor Element – Option B – View 2

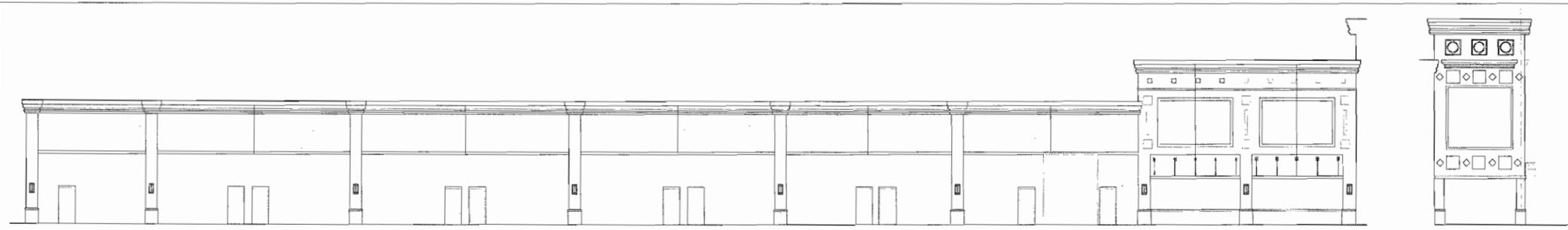


# Combination



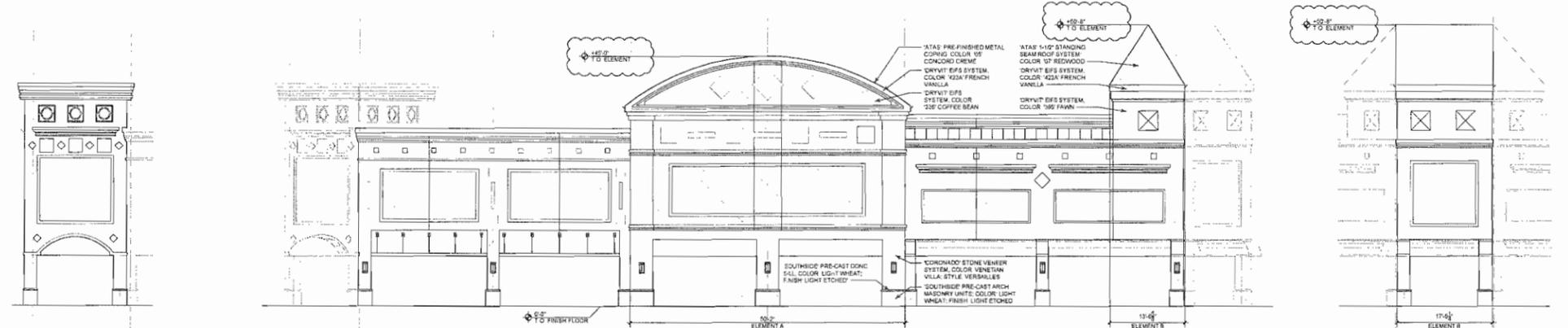
# Return – Option B





ELEVATION 1  
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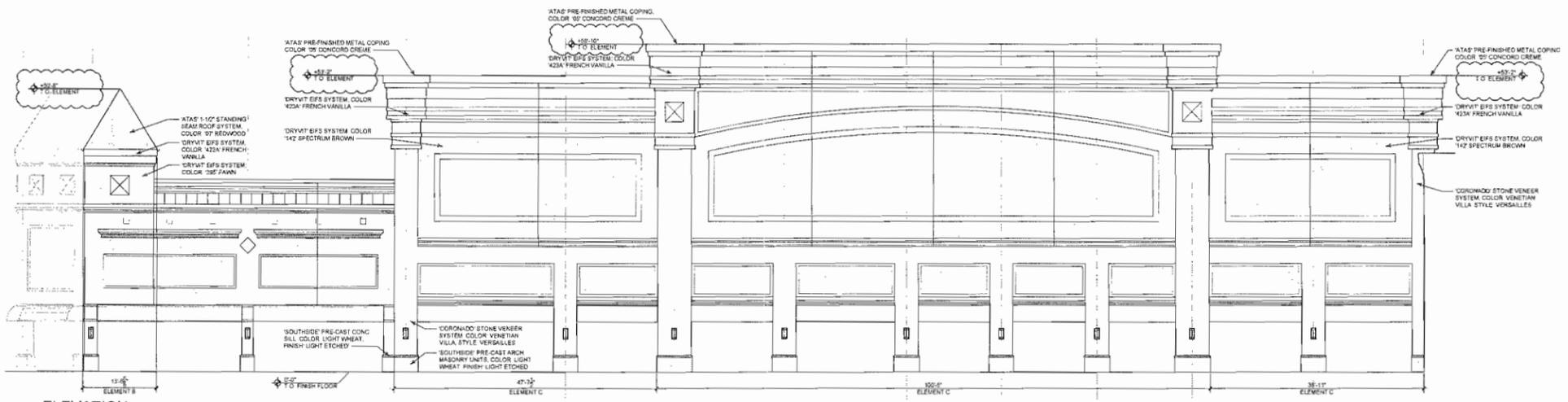
ELEVATION 2  
SCALE: 1/8"=1'-0"



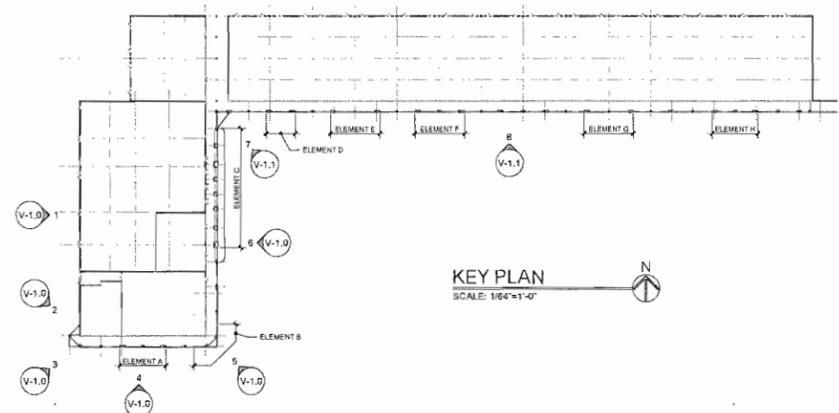
ELEVATION 3  
SCALE: 1/8"=1'-0"

ELEVATION 4  
SCALE: 1/8"=1'-0"

ELEVATION 5  
SCALE: 1/8"=1'-0"



ELEVATION 6  
SCALE: 1/8"=1'-0"



KEY PLAN  
SCALE: 1/64"=1'-0"

ELEVATION MATERIAL KEY

[Symbol]	DRYVIT EPS SYSTEM w/ SANDPBLE FINISH COLOR 4234 FRENCH VANILLA
[Symbol]	DRYVIT EPS SYSTEM w/ SANDPBLE FINISH COLOR 389 FAWN
[Symbol]	DRYVIT EPS SYSTEM w/ SANDPBLE FINISH COLOR 336 COFFEE BEAN
[Symbol]	DRYVIT EPS SYSTEM w/ SANDPBLE FINISH COLOR 4024 BROWN BERRY
[Symbol]	DRYVIT EPS SYSTEM w/ SANDPBLE FINISH COLOR 142 SPECTRUM BROWN
[Symbol]	CORONADO STONE VENEER SYSTEM COLOR VENETIAN VILLA STYLE VENSALLES
[Symbol]	SOUTHWEST PRE-CAST ARCH MASONRY UNITS COLOR LIGHT WHEAT FINISH LIGHT ETCHED
[Symbol]	CEMENTED ARCH ASPHALT SINGLE ROOFING SYSTEM COLOR STONEGATE GRAY, STYLE GRANDMANOR
[Symbol]	ATAP 1-1/2" STANDING BEAM ROOF SYSTEM COLOR 10" REDWOOD
[Symbol]	FACE BRICK COLOR & STYLE TBD

PRELIMINARY  
DWY PER DISCUSSION

No.	Description	Date
- REVISIONS		

GOLF GLEN PLAZA  
FACADE RENOVATIONS  
NILES, ILLINOIS

FIRST ALLIED CORP.  
ROCHESTER, NEW YORK

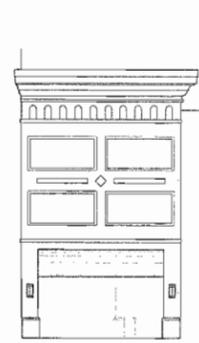
ELEVATIONS

ISSUE  
2/16/16  
LAUER-MANGUSO ASSOCIATES ARCHITECTS

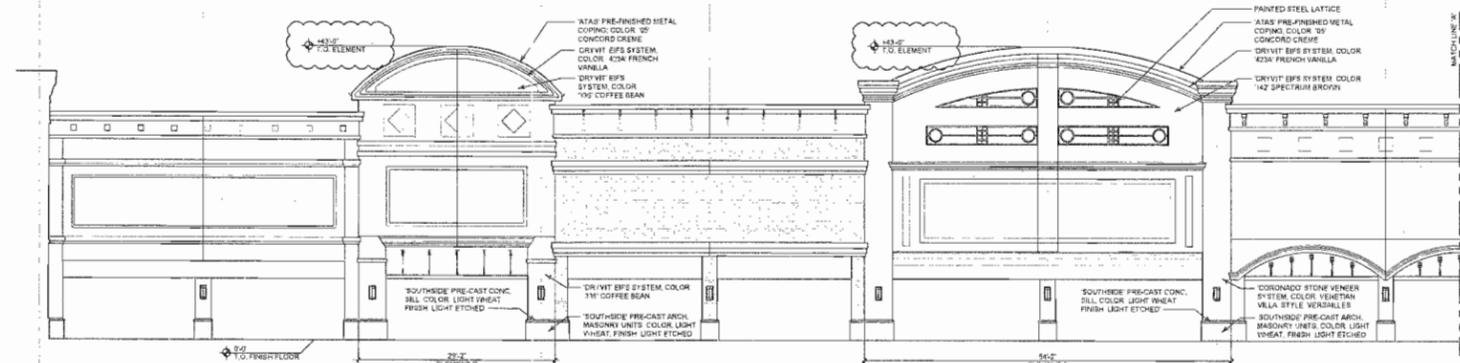
LAUER-MANGUSO & ASSOCIATES ARCHITECTS  
4050 Ridge Lea Road  
Buffalo, N.Y. 14225  
(716) 837-0833

Date: 3/15/2015 Drawing No.: V-1.0  
Drawn by: CJP  
Checked by: P.M.  
Job Number: 07192

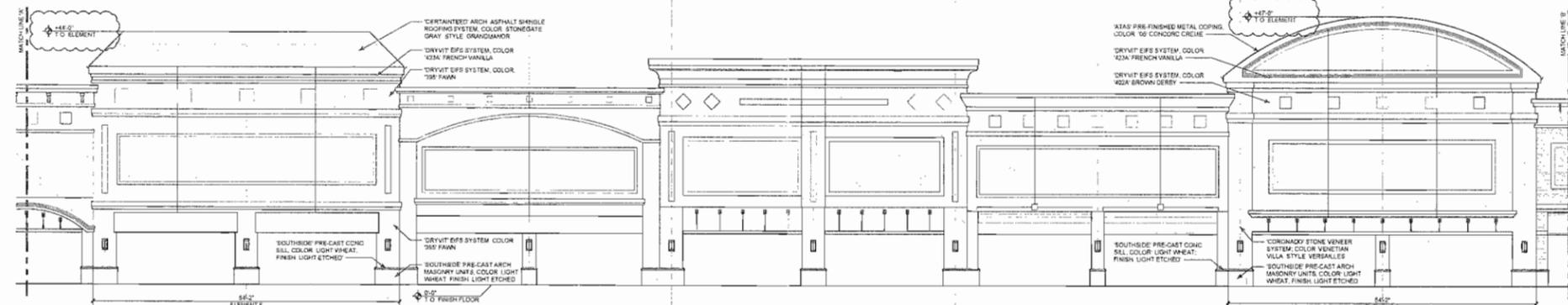
WARNING: It is a violation of Section 2209, Subparagraph 1, of the New York State Law for any person, when acting under the direction of a Licensed Architect or Professional Engineer, to alter in any way, plans, specifications, or reports to which the seal of a Licensed Architect or Professional Engineer has been applied.



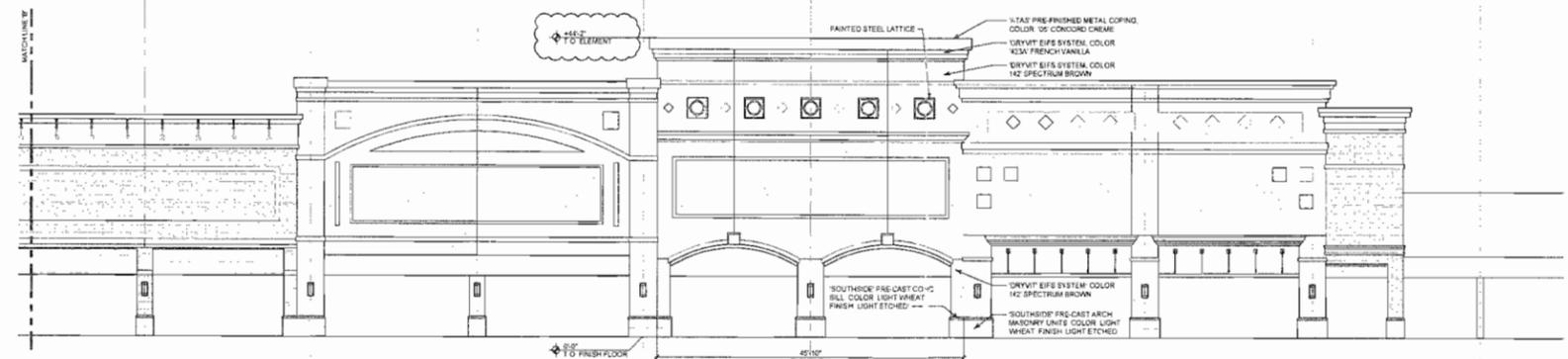
ELEVATION 7  
SCALE: 1/8"=1'-0"



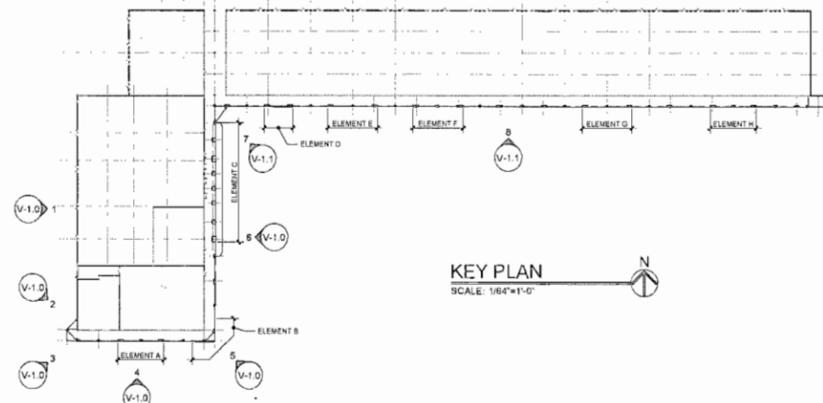
ELEVATION 8  
SCALE: 1/8"=1'-0"



ELEVATION 8  
SCALE: 1/8"=1'-0"



ELEVATION 8  
SCALE: 1/8"=1'-0"



KEY PLAN  
SCALE: 1/84"=1'-0"

**ELEVATION MATERIAL KEY**

[Symbol]	DRYWIT EPS SYSTEM w/ SANDPESSEL FINISH COLOR 425A FRENCH VANILLA
[Symbol]	DRYWIT EPS SYSTEM w/ SANDPESSEL FINISH COLOR 700 FAWN
[Symbol]	DRYWIT EPS SYSTEM w/ SANDPESSEL FINISH COLOR 700 COFFEE BEAN
[Symbol]	DRYWIT EPS SYSTEM w/ SANDPESSEL FINISH COLOR 402A BROWN DERBY
[Symbol]	DRYWIT EPS SYSTEM w/ SANDPESSEL FINISH COLOR 742 SPECTRUM BROWN
[Symbol]	CORONADO STONE VENEER SYSTEM COLOR VENEZIAN VILLA STYLE VERSAILLES
[Symbol]	SOUTHWEST PRE-CAST ARCH MASONRY UNITS COLOR LIGHT WHEAT FINISH LIGHT ETCHED
[Symbol]	CERTANTENED ARCH ASPHALT SHINGLE ROOFING SYSTEM COLOR STONEGATE GRAY STYLE GRANDAMOR
[Symbol]	ATAS 1-1/2" STANDING BEAM ROOF SYSTEM COLOR 07 REDWOOD
[Symbol]	FACE BRICK COLOR & STYLE T10

**PRELIMINARY**  
BY [Signature]

No.	Description	Date
- REVISIONS		

**GOLF GLEN PLAZA  
FACADE RENOVATION**  
NILES, ILLINOIS

FIRST ALLIED CORP.  
ROCHESTER, NEW YORK

**ELEVATIONS**

**ISSUED**  
2/16/16  
LAUER-MANGUSO  
ASSOCIATES ARCHITECTS

**LAUER-MANGUSO  
& ASSOCIATES  
ARCHITECTS**  
4090 Ridge Lea Road  
Buffalo, N.Y. 14228  
(716) 837-0833

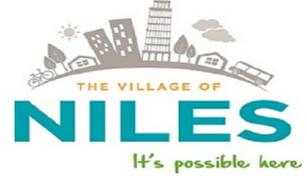
Date: 2/16/16  
Drawn By: CJP  
Checked By: PJM  
Job Number: 0719C

Drawing No: **V-1.1**

NOTED: It is a violation of Section 7208, Subdivision 2, of the New York State Law for any person, unless acting under the direction of a Licensed Architect or Professional Engineer, to offer in any way plans, specifications, or reports to which the seal of a Licensed Architect or Professional Engineer has been applied.



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Approving Special Uses to Allow a Vehicle Repair Shop and Sales Business with Outdoor Inventory and Storage Located at 9207 Milwaukee Avenue (16-ZP-12)

Meeting Date 4/26/2016 Item Number 2
Requested Charles Ostman, Director of Community Development Action Requested ORDINANCE
Prepared by Bruce Sylvester, Senior Planner Assigned to: Trustee McCreery

ATTACHMENTS:

Table with 2 columns: Type, Description. Rows include Ordinance, Backup Material, and Minutes.

MOTION

I move for Board approval of an Ordinance approving special uses as required by Appendix B, Sections VIII(B)(3)(d), VIII(B)(3)(m) and VIII(C)(3)(i) to allow a vehicle repair shop and sales business with outdoor inventory and storage located at 9207 Milwaukee Avenue.

REASON FOR REQUEST / BACKGROUND

The Plan Commission voted 7-0 to recommend approval at their public hearing on April 4, 2016.

Will this action involve an expenditure of funds? No

If yes, is this a budgeted item?

ORG# Total Amount for Approval
ACCT# Budget Amount
Variance

## **ORDINANCE 2016-**

### **APPROVING SPECIAL USES AS REQUIRED IN APPENDIX B, SECTIONS VIII(B)(3)(d), VIII(B)(3)(m), VIII(C)(3)(i), TO ALLOW A VEHICLE REPAIR SHOP AND SALES BUSINESS WITH OUTDOOR INVENTORY AND STORAGE LOCATED AT 9207 MILWAUKEE AVENUE, NILES, ILLINOIS**

**WHEREAS**, the question of granting special uses to 9207 Milwaukee Avenue included in this ordinance, was referred to the Plan Commission and Zoning Board of Appeals for a public hearing;

**WHEREAS**, a public hearing was held on April 4, 2016, after proper notice in a manner provided by law;

**WHEREAS**, the Plan Commission and Zoning Board of Appeals has made a report, containing findings of fact and recommending the granting of special uses to allow a vehicle repair shop and sales business with outdoor inventory and storage located at 9207 Milwaukee Avenue, Niles, IL 60714; and

**WHEREAS**, the corporate authorities of the Village of Niles, Cook County, Illinois have duly considered said Plan Commission Recommendation.

**NOW, THEREFORE, BE IT ORDAINED**, by the President and Board of Trustees of the Village of Niles, Cook County, Illinois, as a Home Rule Municipality, as follows:

**SECTION 1:** The materials and exhibits attached to this ordinance are incorporated by reference and made a part of this ordinance.

**SECTION 2:** A Special Use as required in Appendix B, Section VIII(B)(3)(d) to allow an automobile repair shop located at 9207 Milwaukee Avenue, Niles, IL 60714, is approved.

**SECTION 3:** A Special Use as required in Appendix B, Section VIII(B)(3)(m) to allow a motor vehicle and motor vehicle equipment of any kind, sales or service located at 9207 Milwaukee Avenue, Niles, IL 60714, is approved.

**SECTION 4:** A Special Use as required in Appendix B, Section VIII(C)(3)(i) to allow open sales lots including used car lots located at 9207 Milwaukee Avenue, Niles, IL 60714, is approved.

**SECTION 5:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**PASSED:** This 26<sup>th</sup> day of April, 2016  
**AYES:**  
**NAYS:**  
**ABSENT:**  
**ABSTAIN:**

**APPROVED** by me this 26<sup>th</sup> day of April, 2016.

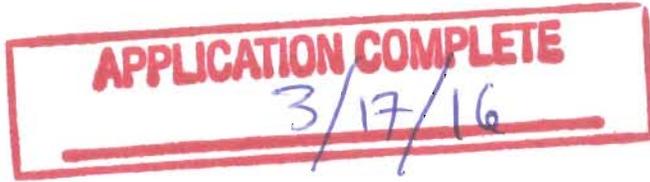
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President of the Village of Niles  
Cook County, Illinois

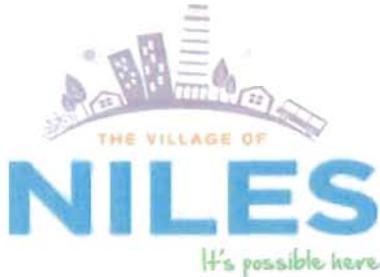
**ATTESTED AND FILED** in my office this 26<sup>th</sup> day of April, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

---

Village Clerk



AGENDA NUMBER: 3  
REPORT NUMBER: PC-16-14  
CASE NUMBER: 16-ZP-12  
TYPE: SPECIAL USE



## Plan Commission and Zoning Board of Appeals Staff Report April 4, 2016

**Item for Plan Commission Consideration:** Consideration of a proposed Special Use Permit to allow a vehicle repair and sales business with outdoor inventory display and storage per zoning ordinance Appendix B, Sections VIII(B)(3)(d); VIII(B)(3)(m); VIII(C)(3)(a); and VIII(C)(3)(i) at 9207 Milwaukee Avenue.

I. **Basis of Recommendation**

A. **Background and Zoning**

Mr. Michael Dresdner of WMK, LLC d.b.a. Mobility Works is proposing to open and operate a vehicle repair and conversion shop in the currently vacant Holsum Bakery property located at 9207 Milwaukee Avenue. The proposed business would modify passenger vehicles so they are handicap accessible and/or operable. Mobility Works also proposes outdoor display and storage of inventory of vehicles for sale. The property is zoned 'B-2' Service-Business District and a special use permit is required for a vehicle repair and sales business according to zoning ordinance Appendix B, Sections VIII(B)(3)(d); VIII(B)(3)(m); and VIII(C)(3)(a). The proposed outdoor display and storage of for-sale inventory also requires a special use permit per zoning ordinance Appendix B, Section VIII(C)(3)(i).

The building is 13,180 square feet in size and Mobility Works proposes to provide 25 on-site parking stalls plus areas on the north and south sides of the building to display inventory. Staff has required the applicant to provide landscaping and screening for these proposed inventory display and storage areas, as shown on the attached plans.

Please see the attached materials provided by the applicant for more information about the proposed business.

B. **Critical Issues**

**Compliance with the Village's 2030 Comprehensive Plan**

The Plan Commission is encouraged to determine if the requested special use permit will advance the goals of the 2030 Comprehensive Plan.

### Adjacent Land-Uses

The area is zoned commercial and the proposed use is consistent with other businesses and land-uses in the vicinity, including Golf-Mill Ford.

### Comments from other Village Departments

Fire and Fire Inspections: No Concerns.

Police Department: No Concerns.

Engineering Department: Engineering requested several items as outlined in the attached inter-departmental comment sheet.

### Parking

25 parking spaces will be provided, plus an additional 16 spaces for inventory display. Village ordinance Section X(B)(10)(n) requires 1 parking stall for every 500 square feet of gross floor area for 'motor vehicle sales'. The 13,180 square foot building requires 26 parking stalls using this standard. Ordinance Section X(B)(10)(h) requires 1 stall for every 250 square feet of gross floor area for 'automobile service stations/mini-marts'. The 13,180 square foot building requires 53 parking stalls using this standard. The Plan Commission should discuss parking demands for the proposed business to determine if the 25 on-site parking stalls are sufficient for the proposed business.

### Requirements for a Special Use Permit and Findings of Fact

Section XI (H)(4) of the Niles zoning code provides 3 specific standards that must be satisfied in order for the Village to approve a special use permit. The Plan Commission is encouraged to consider these standards as it discusses this request:

- Is the special use necessary for the public convenience at the proposed location?
- Is the special use designed, located, and proposed to be operated so that the public health, safety, and welfare will be protected?
- Will the special use cause substantial injury to the value of other property in the neighborhood in which it is proposed to be located?

Please see the attachments for the applicant's explanation for how his proposal meets the requirements above.

### C. Legal:

Notification: A legal notice was provided in the Bugle on March 17, 2016.

Notices to all owners of property within 250 feet were mailed on March 16, 2016.

### D. Other Actions:

For special use permits, the Plan Commission is a recommending body to the Village Board. The Village Board is tentatively scheduled to consider this request at its April, 2016 meeting.

**II. Attachments and References**

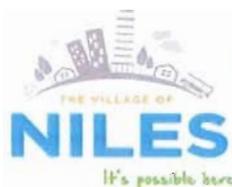
1. Location Map;
2. Comments from Village Engineering Department; and
3. Information from the applicant, including Project Description and Site Plan.

**III. Principal Parties Expected at Meeting:**

1. Mr. Michael Dresdner, Mobility Works, applicant; and
2. Interested members of the public.



**Request for a  
Special Use Permit  
For Vehicle Sales, Repair and Display  
at 9207 Milwaukee Avenue  
April, 2016**



*Village of Niles*  
Planning and Zoning Board of Appeals  
Request for Action

**To: Tom Powers, Superintendent, Engineering**

The Community Development Department is requesting comment on the following:

Department Comments

**Subject property:** 9207 Milwaukee Avenue

**Case Number:** T.B.D.

**Hearing Date:** Tentatively set for April, 2016

**Petitioner:** WMK, LLC, DBA Mobility Works  
4199 Kinross Lakes Parkway, Suite 300  
Richfield, Ohio 44286

**Petition:** Requesting a special use permit to allow a vehicle repair shop (...to convert vans for accessibility...) per zoning ordinance Appendix B, Sections VIII(B)(3)(d) and VIII(C)(3)(a).

**Zoning District:** B-2, Service-Business District.

**Comments:**

1. Replace curb and gutter along Maryland street to accommodate driveway revisions.
2. Remove existing abandoned Maryland curb cut at NW corner of Maryland and Milwaukee.
3. Dimension width of proposed driveway access point onto Maryland. Maximum width shall be 35 feet.
4. Replat property to clean up property line on Maryland.
5. Provide 5 foot parkway and 6 foot sidewalk along Maryland frontage. Adjust right-of-way location as such.
6. Replace sidewalk along Maryland frontage to provide ADA accessible route and parkway as described above.
7. Existing parking lot condition unknown due to snow cover. Review assumes existing pavement will be maintained or rehabilitated with no alteration drainage or grades. Additional scope may trigger additional stormwater requirements.

Please return to Bruce Sylvester prior to Friday, February 19, 2016—Thank-you!



**designstudio24 LLC**

ARCHITECTS - DESIGNERS - PLANNERS

March 03, 2016

**APPLICATION COMPLETE**

Community Development  
Village of Niles  
1000 Civic Center Drive  
Niles, IL. 60714

Re: Special Use Permit - 9207 N. Milwaukee Ave. - Mobility Works

Re: Project description

Mobility Works seeks to use the 13,180 sq ft. building...located at 9207 North Milwaukee Ave... for a wheelchair accessible van sales, service, and rental facility. The primary business revolves around lowered floor minivans such as the Braun Entervan. See [www.braunability.com](http://www.braunability.com). Some multi-passenger vehicles will be sold to & serviced for nursing homes and government facilities.

The 'Service Area' of the facility will be 8,235 sq. ft. with the remaining building area dedicated to Administrative Offices, and a Product Display Showroom.

Mobility Works hours of operation will be Monday - Friday 8:00 -5:00, Saturday 8:00 -1:00, and evenings/ weekends by appointment. In the interest of our disabled clients schedules we make ourselves available after hours, but the bulk of our business falls during normal business hours.

The project Site Plan as developed has 35 designated Parking Spaces as well as specific areas to store new and used inventory. Additionally there is Inventory Display at the front corner of the Site for 6 vehicles, for a total of 41 spaces. We will also have room in our shop for 6 vehicles in work bays as well as an unspecified number in what we call the shop service drive lane. Also, 5 inventory vehicles will be displayed indoors.

Mobility Works will employ 8 full time employees at this location in Service, Administrative and Sales positions.



**designstudio24 LLC**

ARCHITECTS - DESIGNERS - PLANNERS

March 03, 2016

Community Development  
Village of Niles  
1000 Civic Center Drive  
Niles, IL. 60714

Re: Special Use Permit - 9207 N. Milwaukee Ave. - Mobility Works

Re: Special Use Explanation / Meeting of Requirements

- Is the special use necessary for the public convenience at the proposed location ?

The 'Special Use' for Mobility Works will allow convenient, strategic local access, servicing, and rental availability of ADA compliant wheelchair accessible vehicles for Chicago and North Shore disabled individuals, and for Public and Private ADA facilities & institutions, including hospitals, assisted living facilities, and nursing homes.

- Is the special use designed, located, and proposed to be operated so that the public health, safety, and welfare will be protected ?

The 'Special Use' Mobility Works is designed as an entirely ADA compliant, accessible business facility including 'at grade' access throughout the facility w/ oversized exterior & interior Doors, oversized ADA compliant Bathrooms and ADA accessible Reception & Sales areas. The existing building/ facility exterior will be renovated to be compliant with all approved applicable Village of Niles codes. Mobility Works will have entirely self-contained on site parking w/ADA disabled stalls, New exterior lighting, New perimeter landscape areas and fencing, per Village standards, and an entirely New building exterior facade on both N. Milwaukee Ave. and Maryland St. This 'Special Use' project will also include a New sidewalk & Parkway, on the Maryland St. frontage.

- Will the special use cause substantial injury to value of other property in the neighborhood in which it proposed to be located ?

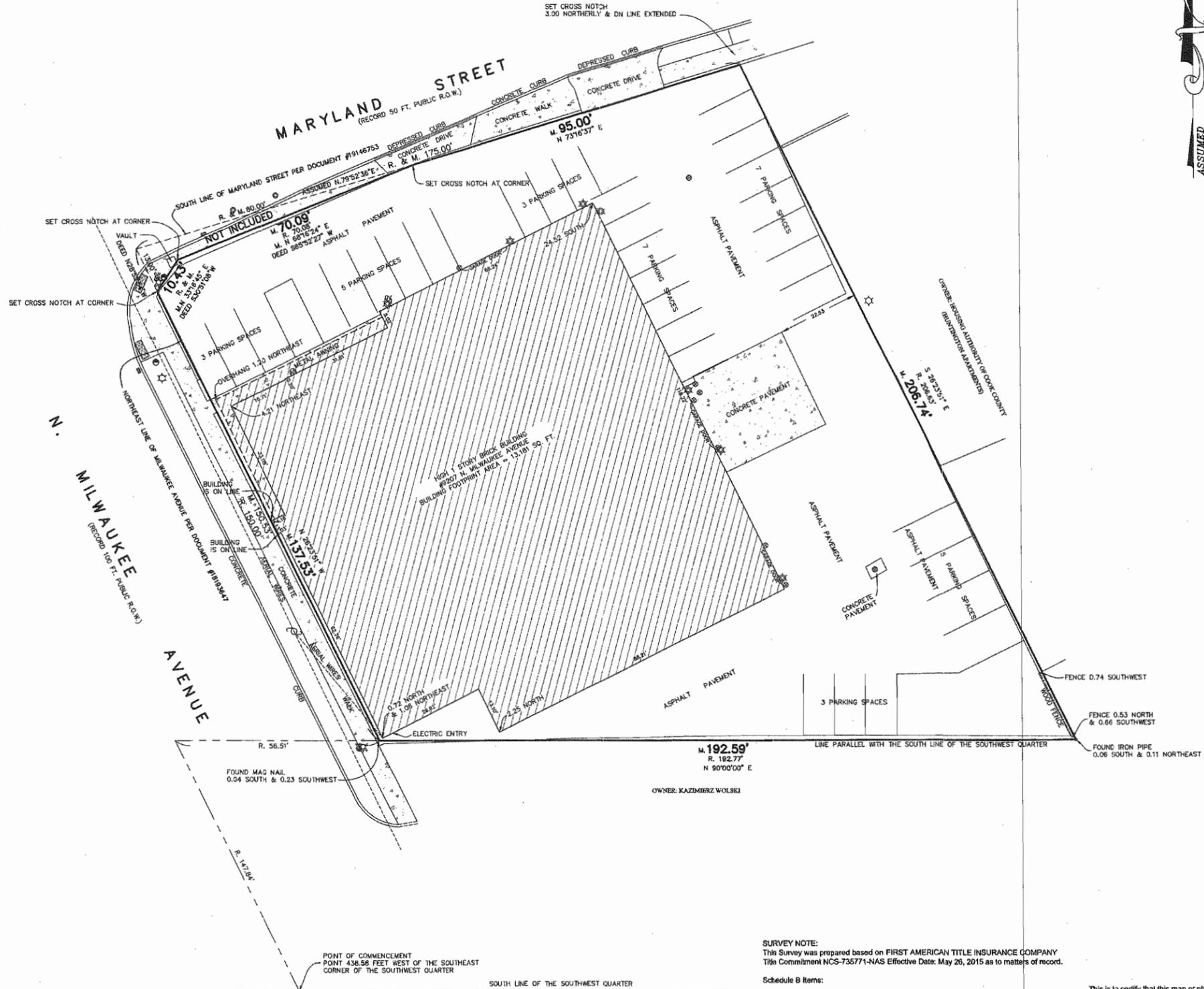
The 'Special Use' for Mobility Works actually increases Value to other property throughout the neighborhood, by establishing a 'destination' upscale high end business, that is not competing with any other local business, and is in fact complimentary to other local businesses, including car dealerships and vehicle supply, service and accessory businesses. Mobility Works will be a dynamic new business neighbor, Village citizen and will re-purpose a vacant building & site into new 'flagship' location for an expanding national company, and an asset for the Village of Niles.

**ALTA/ACSM Land Title Survey**

A parcel of land in the Southwest quarter of the Northeast quarter of Section 14, Township 41 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the South line of said Southwest quarter of the Northeast quarter with the original center line of Milwaukee Avenue (said intersection being 438.58 feet West of the Southeast corner of said Southwest quarter of the Northeast quarter); thence Northwestward along said center line of Milwaukee Avenue, for a distance of 147.84 feet; thence East along a line which is parallel with the South line of said Southwest quarter of the Northeast quarter for a distance of 56.51 feet to an intersection with the Northeast boundary line of Milwaukee Avenue as widened (being the Northeast boundary line of the land described in Deed to the State of Illinois recorded in the Recorder's Office of Cook County, Illinois as Document 18193647) as the place of beginning; thence Northwestward along said Northeast boundary line of Milwaukee Avenue for a distance of 150 feet to the Southerly line of Maryland Street, as dedicated; thence Northeastwardly along said Southerly line of Maryland Street, for a distance of 175 feet; thence Southeastward, parallel with said Northeast boundary line of Milwaukee Avenue for a distance of 206.63 feet, more or less, to an intersection with a line which is parallel with said South line of the Southwest quarter of the Northeast quarter and which passes through above described place of beginning; thence West along said parallel line for a distance of 192.77 feet, more or less, to the place of beginning, in Cook County, Illinois.

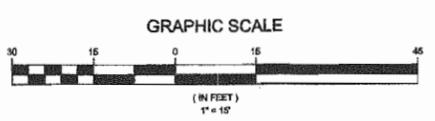
**EXCEPTING THEREFROM:**  
 Beginning at the intersection of the Southerly line of Maryland Street as shown on the Plat of Dedication recorded June 4, 1964 as Document 19146753, with the Northeast boundary line of Milwaukee Avenue as widened and described in a Deed to the State of Illinois recorded June 20, 1961 as Document 18193647; thence on an assumed bearing of North 79 degrees 52 minutes 38 seconds East, along the Southerly line of Maryland Street for a distance of 80.00 feet to a point; thence South 65 degrees 52 minutes 27 seconds West, for a distance of 70.08 feet to a point; thence South 30 degrees 51 minutes 08 seconds West, for a distance of 10.42 feet to a point on the Northeast boundary line of Milwaukee Avenue; thence North 28 degrees 53 minutes 54 seconds West, along said Northeast boundary line of Milwaukee Avenue for a distance of 13.00 feet to the point of beginning, in Cook County, Illinois.

Area of Property = 30,514 sq. ft. or 0.70 Acres more or less



**LEGEND**

- Storm CB
- Storm Inlet
- Water Hand Hole
- Water Fire Hydrant
- Utility Pole
- Electric Light Pole
- Electric Traffic Signal
- Electric Mounted Wall Light
- Gas Valve
- Bumper Post
- Unclassified Manhole
- Auto Sprinkler
- Iron Pipe



**SURVEY NOTES:**  
 Surveyor's license expires November 30, 2016.  
 PROPERTY APPEARS IN "OTHER AREAS" ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP COOK COUNTY, ILLINOIS, MAP NO. 17031602237, EFFECTIVE DATE AUGUST 18, 2009.  
 Note R. & M. denote Record and Measured distances respectively.  
 Distances are marked in feet and decimal parts thereof. Compare all points BEFORE building by same and at once report any differences BEFORE damage is done.  
 For easements, building lines and other restrictions not shown on survey plat refer to your abstract, deed, contract, title policy and local building line regulations.  
 NO dimensions shall be assumed by scale measurement upon this plat.  
 Unless otherwise noted herein the Bearing Basis, Elevation Datum and Coordinate Datum is ASSUMED.  
 COPYRIGHT GREMLEY & BIEDERMANN, INC. 2015 "All Rights Reserved"

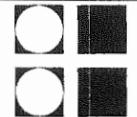
**SURVEY NOTE:**  
 This Survey was prepared based on FIRST AMERICAN TITLE INSURANCE COMPANY Title Commitment NCS-735771-NAS Effective Date: May 26, 2015 as to matters of record.  
**Schedule B Items:**  
 Items 1, 2 and 7 are not a matter of survey.  
 3. Utility easement granted to LaSalle National Bank, as Trustee of Trust Number 18925 by Commonwealth Edison Company and Illinois Bell Telephone Company, dated June 21, 1960 and recorded June 28, 1960 in 17865591. Not Plotted - Document not provided.  
 4. Utility easement granted to LaSalle National Bank, as Trustee of Trust Number 18925 by Northern Illinois Gas Company, dated July 12, 1960 and recorded October 31, 1960 in 18004023.  
 5. Gas Pipe Line Right of Way on Public Highway easement granted to LaSalle National Bank as Trustee of Trust Number 18925 by Northern Illinois Gas Company, dated July 12, 1960 and recorded October 31, 1960 in 18004024. Not Plotted - Document not provided.  
 6. Rights of the Public, the State of Illinois and the Municipality in and to that part of the land, if any, taken or used for road purposes. Plotted.

This is to certify that this map of plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 7(a), 7(b)(1), 8, 9, and 11(a) of Table A thereof.  
 The field work was completed on JULY 27, 2015.  
 Date of Plat: July 31, 2015  
 By: Robert G. Biedermann  
 Robert G. Biedermann  
 Professional Illinois Land Surveyor No. 2802



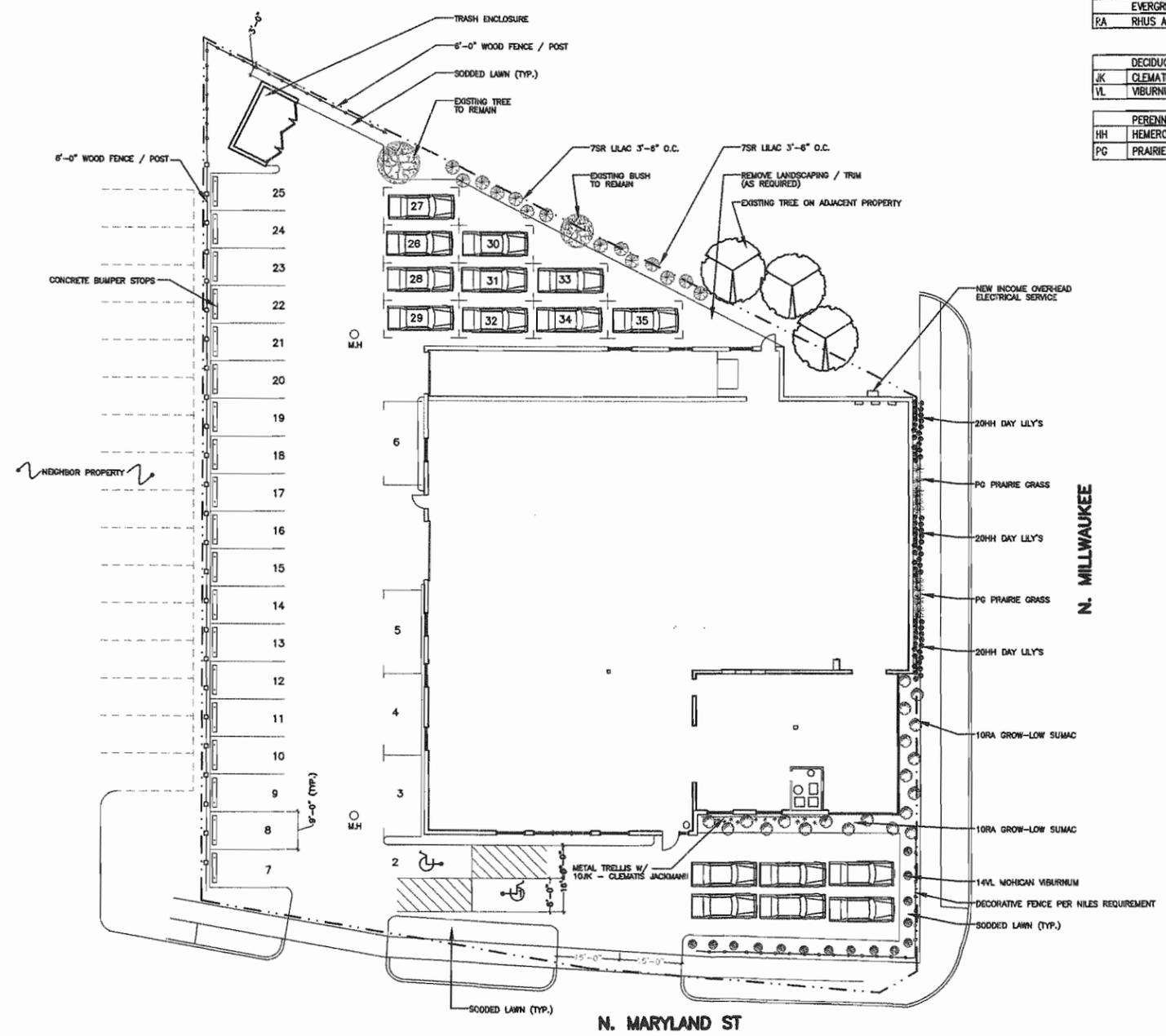
ORDERED BY: BMB BAKERIES USA	CHECKED: DRAWN
ADDRESS: 9207 N. MILWAUKEE AVENUE	88
<b>GREMLEY &amp; BIEDERMANN</b>	
PLCS CORPORATION LICENSE No. 184-005332 PROFESSIONAL LAND SURVEYORS	
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM	
ORDER NO. 2015-21093-001	PAGE NO. 1 OF 1
DATE: JULY 27, 2015	SCALE: 1 INCH = 15 FEET





**LANDSCAPE PLAN**  
**COMMERCIAL BUILDING**  
**9207 N. MILWAUKEE**  
**NILES, ILLINOIS**  
 DESIGNERS - PLANNERS  
 ARCHITECTS - DESIGNERS  
 1125 Remington Road, Schaumburg, IL 60173  
 Tel.: 847.385.7751 Fax: 847.385.9350

PLANT LIST						
BOTANICAL NAME	COMMON NAME	SIZE	ROOT	TOTAL	ADDITIONAL NOTES	
<b>DECIDUOUS TREES</b>						
SR	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK TREE LILAC	3" CAL.	B&B	14	BRANCHED UP 6'
<b>EVERGREEN SHRUBS</b>						
RA	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	18"H x 24"W	B&B	20	
<b>DECIDUOUS SHRUBS</b>						
JK	CLEMATIS X JACKMANII	LEATHER FLOWER	72"+ H	CONT	10	
VL	VIBURNUM LANTANA 'MOHICAN'	MOHICAN VIBURNUM	36"H x 36"W	B&B	14	
<b>PERENNIALS AND GROUNDCOVERS</b>						
HH	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	1 GAL	CONT	60	SPACED 10" O.C.
PG	PRAIRIE GRASS					



**1 LANDSCAPE PLAN**  
 N.T.S.

NOT PUBLISHED - ALL RIGHTS AND COPYRIGHTS RESERVED. DESIGN STUDIO 24, LLC, EXPRESSLY DISCLAIMS ANY RESPONSIBILITY ARISING FROM ANY UNAUTHORIZED USE OF THE DRAWINGS AND NOTES. ANY AUTHORIZATION MUST BE IN WRITING.

**CAUTION:** Contractor to verify all existing conditions, dimensions, etc. PRIOR to bid and construction. Contractor to verify owner and architect of any discrepancies. No site of variance to existing conditions found to be different from drawings will be accepted.

**DISCLAIMER:** This drawing may have been reproduced in a size different than originally drawn. The owner and architect assume no responsibility for the use of incorrect scale. Drawings are NOT to be scaled. Not published. All rights reserved. Liability limited to any discrepancies.

**STATEMENT OF COMPLIANCE**  
 I have prepared, or caused to be prepared under my supervision, the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my contractual obligation, they are in compliance with the Codes and Ordinances of Niles, Illinois.

**STATEMENT OF COMPLIANCE**  
 I have prepared, or caused to be prepared under my supervision, the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my contractual obligation, they are in compliance with the Environmental Barriers Act (8 Rev Stat 1985, Ch. 111 1/2, par 3711 as amended) and the State Accessibility Code, 71 & Admin. Code 400.

DATE	01.25.16
REVISIONS	
SCALE	N.T.S.
DRAWN BY:	A. Almosow

**MARK T. DIGANCI**  
 REG. ARCHITECT



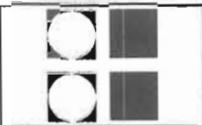
LICENSE EXPIRES: 11.30.2016

LP1









**ELEVATIONS**

**COMMERCIAL BUILDING**  
**9207 N. MILWAUKEE**  
**MILWAUKEE, ILLINOIS**

DESIGNER: **STUDIO 24 LLC**  
 ARCHITECTS: **DESIGNS PLANETS**  
 1125 Remington Road, Schaumburg, IL 60173 Fax: 847.895.7751 Tel: 847.895.8300

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**CAUTION:** Contractor to verify all existing conditions, dimensions, etc. PRIOR to full grid construction. Contractor is not to be held liable in any respects. No site of reference to existing conditions listed in the drawing shall be accepted.

**CAUTION:** The drawing may have been reproduced at a different time and place. The user and product assume responsibility for the use of current notes. Drawings are not to be copied, sold, published, or otherwise disseminated without the written consent of the architect. All rights reserved. Liability limited by any applicable laws.

**STATEMENT OF COMPLIANCE**  
 I have prepared or caused to be prepared under my supervision the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my professional obligation, they are in compliance with the Codes and Ordinances of Illinois.

**STATEMENT OF COMPLIANCE**  
 I have prepared, or caused to be prepared under my supervision, the attached plans and specifications and state that, to the best of my knowledge and belief and to the extent of my professional obligation, they are in compliance with the Environmental Barriers Act of May 1985, as amended, and the Environmental Barriers Act of May 1985, as amended, and the Environmental Barriers Act of May 1985, as amended, and the Environmental Barriers Act of May 1985, as amended.

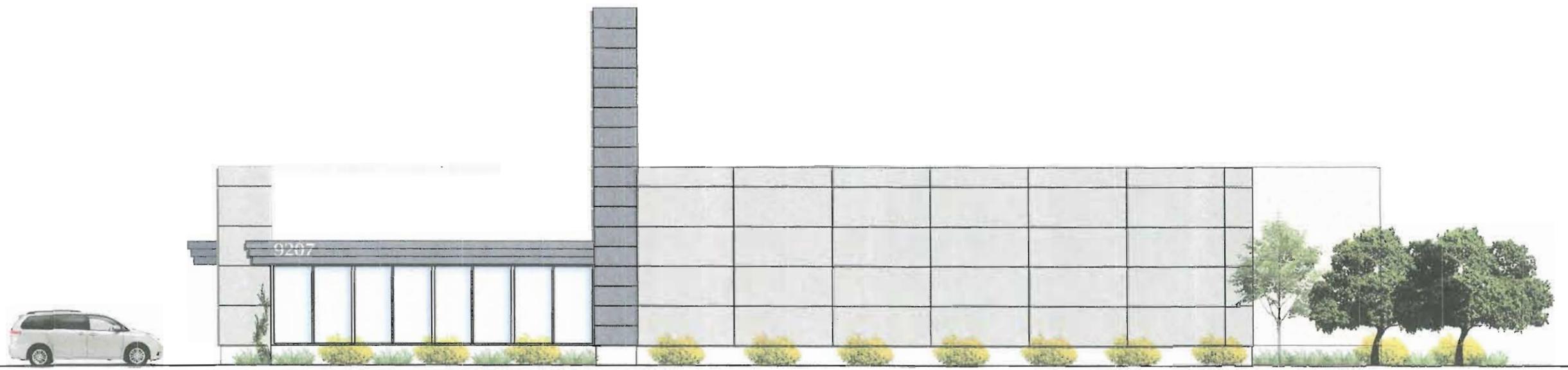
DATE	01.25.16
REVISIONS	
SCALE	N.T.S.
DRAWN BY:	A. Almoszay

**MARK T. DiGANCI**  
 REG. ARCHITECT



LICENSE EXPIRES: 11.30.2016

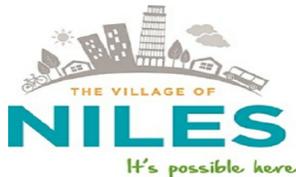
**EV 3**



**1 WEST ELEVATION**  
 N.T.S.



**2 NORTH ELEVATION**  
 N.T.S.



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Approving a Special Use to Allow a Medical Wellness Clinic and Parking Credits at 7437 N Harlem Avenue (16-ZP-13)

Meeting Date 4/26/2016 Item Number 3
Requested Charles Ostman, Director of Community Development Action Requested ORDINANCE
Prepared by Bruce Sylvester, Senior Planner Assigned to: Trustee McCreery

ATTACHMENTS:

Table with 2 columns: Type, Description. Rows include Ordinance, Backup Material, and Minutes.

MOTION

I move for Board approval of an Ordinance approving a special use as required in Appendix B Section VIII(B)(3) (nn) to allow a medical wellness clinic and parking credits as allowed in Appendix B, Section X(B)(10)(nn) at 7437 N. Harlem Avenue with the following condition that all the parking will be striped.

REASON FOR REQUEST / BACKGROUND

The Plan Commission voted 7-0 to recommend approval at their public hearing on April 4, 2016.

Will this action involve an expenditure of funds? [No]

If yes, is this a budgeted item? [ ]

ORG# [ ] Total Amount for Approval [ ]
ACCT# [ ] Budget Amount [ ]
Variance [ ]

**ORDINANCE 2016-**

**APPROVING A SPECIAL USE AS REQUIRED IN  
APPENDIX B, SECTION VIII(B)(3)(nn) TO ALLOW A  
MEDICAL WELLNESS CLINIC AND  
PARKING CREDITS AS ALLOWED IN  
APPENDIX B, SECTION X(B)(10)(nn)  
LOCATED AT 7437 HARLEM AVE., NILES, ILLINOIS**

**WHEREAS**, the question of granting a special use and parking credits to 7437 Harlem Ave., included in this ordinance, was referred to the Plan Commission and Zoning Board of Appeals to hold a public hearing;

**WHEREAS**, a public hearing was held on November 3, 2014, after proper notice in a manner provided by law;

**WHEREAS**, due to unforeseen circumstances the special use and parking credits were not utilized within 180 days as required, thus the special use and parking credit became null and void as adopted in Ord. 2014-65 on November 18, 2014.

**WHEREAS**, a public hearing was held on April 4, 2016, after proper notice in a manner provided by law;

**WHEREAS**, the Plan Commission and Zoning Board of Appeals has made a report, containing findings of fact and recommending the granting of the special use and parking credits to allow a medical wellness clinic located at 7437 Harlem Ave., Niles, IL 60714; and

**WHEREAS**, the corporate authorities of the Village of Niles, Cook County, Illinois have duly considered said Plan Commission Recommendation.

**NOW, THEREFORE, BE IT ORDAINED**, by the President and Board of Trustees of the Village of Niles, Cook County, Illinois, as a Home Rule Municipality, as follows:

**SECTION 1:** The materials and exhibits attached to this ordinance are incorporated by reference and made a part of this ordinance.

**SECTION 2:** A Special Use as required in Appendix B, Section VIII(B)(3)(nn) to allow a medical wellness clinic located at 7437 Harlem Ave., is approved.

**SECTION 3:** A parking credit as allowed in Appendix B, Section X(B)(10)(nn) from the required 10 parking stalls to the existing 13 parking stalls at 7437 Harlem Ave., Niles, IL 60714 with the following condition that all the parking will be striped, is approved.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

**PASSED:** This 26<sup>th</sup> day of April, 2016  
**AYES:**  
**NAYS:**  
**ABSENT:**  
**ABSTAIN:**

**APPROVED** by me this 26<sup>th</sup> day of April, 2016.

---

President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 26<sup>th</sup> day of April, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

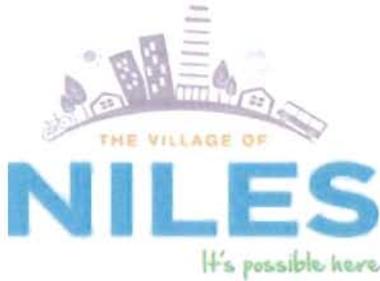
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Village Clerk

APPLICATION COMPLETE

3/17/16

AGENDA NUMBER:	4
REPORT NUMBER:	PC-16-15
CASE NUMBER:	16-ZP-13
TYPE:	SPECIAL USE



## Plan Commission and Zoning Board of Appeals Staff Report April 4, 2016

**Item for Plan Commission Consideration:** Consideration of a proposed Special Use Permit per zoning ordinance Appendix B, Section VIII(B)(3)(nn) and parking credits per zoning ordinance Appendix B, Section X(B)(10)(nn) to relocate his medical clinic business to 7437 Harlem Avenue, Niles.

### I. Basis of Recommendation

#### A. Background and Zoning

In November of 2014, Dr. Ramon Castro's request for a special use permit and parking credits to open a medical and wellness clinic at 7437 Harlem Avenue (... Case No. 14-ZP-38...) was approved by the Village. Dr. Ramon did not move his medical clinic into the space nor did he obtain building permits within the required 180 days after the approval. (Note: Village Ordinance Appendix B, Section XI(H)(5) states "If a special use is discontinued for a period of 180 days or longer, such special use shall become null and void; and any subsequent reinstatement of the special use shall require a new special use.") For these reasons, Dr. Castro has *resubmitted* his application for the required special use permit to open a medical and wellness clinic at 7437 Harlem Avenue. The space is currently vacant.

This property is zoned 'B-1' Business District and a medical clinic is a special use in this district as provided in zoning ordinance Appendix B, Section VIII, (B)(3)(nn). The proposed medical clinic will be approximately 2,200 square feet in size with 5 procedure rooms (...exam, aesthetics, operating, minor procedures, and ultrasound...), a reception/waiting area, offices and storage rooms. Please see the attached floor plan and information provided by the applicant for additional details about the proposed business.

Parking on the site is insufficient, as described below. Therefore, parking credits as allowed in zoning ordinance Appendix B, Section X(B)(10)(nn) are required.

This tenant space is part of a two-tenant building that also includes 7443 Harlem Avenue. These two spaces share a parking lot along Harlem Avenue. The parking lot is currently not stripped, but if it were, parking for approximately 10 vehicles could be provided on site.

B. Critical Issues

Compliance with the Village's 2030 Comprehensive Plan

The Plan Commission is encouraged to determine if the requested special use permit will advance the goals of the 2030 Comprehensive Plan.

Comments from other Village Departments

Fire and Inspections Department: No Comments  
Police Department: No Law Enforcement Issues  
Engineering Department: No Comments

Parking

The Village Zoning Ordinance Section X (B)(10)(y) requires 'Medical Clinics' to provide two and one half parking spaces for each examining room. The proposed business will have 5 such rooms, requiring a total of 13 parking stalls. The un-stripped parking lot could accommodate approximately 10 cars. This parking area is shared with the adjacent tenant space at 7443 Harlem Avenue.

Photo:



Requirements for a Special Use Permit and Findings of Fact

Section XI (H)(4) of the Niles zoning code provides 3 specific standards that must be satisfied in order for the Village to approve a special use permit. Staff opinion for whether or not this request complies with these 3 standards is provided below, and the Plan Commission is encouraged to consider these standards as it discusses this request:

- Is the special use necessary for the public convenience at the proposed location?
- Is the special use designed, located, and proposed to be operated so that the public health, safety, and welfare will be protected?
- Will the special use cause substantial injury to the value of other property in the neighborhood in which it is proposed to be located?

C. Legal:

Notification: A legal notice was provided in the Bugle on March 17, 2016. Notices to all owners of property within 250 feet were mailed on March 16, 2016.

D. Other Actions:

For special use permits, the Plan Commission is a recommending body to the Village Board. The Village Board is tentatively scheduled to consider this request at its April, 2016 meeting.

II. **Attachments and References**

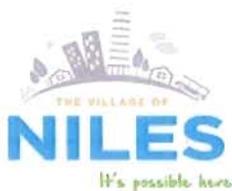
1. Location Map;
2. Project Description and applicant's explanation of how Village requirements for a special use permit are satisfied for this proposal;
3. Site Plan, Floor Plan, and exterior building elevations provided by the applicant.

III. **Principal Parties Expected at Meeting:**

1. Dr. Ramon Castro, 2221 Farrell Avenue, Park Ridge, Illinois, 60068; and
2. Interested members of the public.



**Request for a Special Use Permit  
For a Medical Clinic  
7437 Harlem Avenue  
March, 2016**



Department of Zoning  
Village of Niles

**Project Description for Special Use Application**

**7437 N Harlem Ave, Niles, IL 60714**

The Applicant, Dr. Ramon Castro, is a physician currently licensed in the state of Illinois. He is requesting a Special Use to open a medical-aesthetic wellness center. The center will provide services such as executive physicals (labs, EKG, ultrasounds), supervised weight loss programs with personalized exercise training and physical therapy, hormonal supplementation (HGF, HCG, etc), skin rejuvenation (Botox, fillers, surface laser treatments, skin tightening, etc), and laser hair removal. They will also provide treatment of varicose and spider veins with superficial laser and with endovenous laser ablations, microphlebectomies, liposuction and also other modalities of cosmetic medicine. The procedures will take one hour on average. Patients will be there by appointment only.

The proposed Medical-Aesthetic-Wellness Center will have 2 employees at all times. A receptionist/nurse assistant and a sonographer. Dr. Castro will be at the Harlem office only for consults and procedures. His main office is located at 5544 W Belmont Avenue in Chicago. The Niles office will be a second location. He will only be at the Niles location part time 2 to 3 hours per day Monday through Friday. On Saturdays, the receptionist and the sonographer will be there. The billing and administrative work will be done out of the main office in Chicago.

## **Requirements for receiving a Special Use Permit From the Village of Niles**

As part of your application, please provide written responses explaining how your requested special use permit meets ALL of the following requirements, as found in the Village of Niles Code of Ordinances, Appendix B, Section XI(H)(4):

- Is the special use necessary for the public convenience at the proposed location?

The proposed Special Use is in the interest of the public convenience and will not have a significant adverse impact on the general welfare of the neighborhood or community.

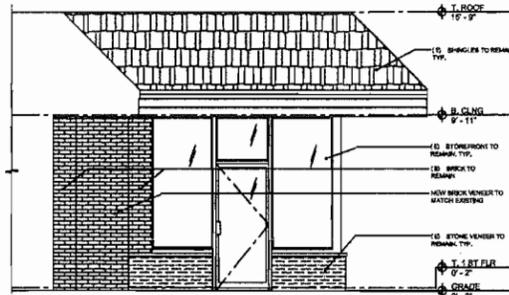
- Is the special use designed, located, and proposed to be operated so that the public health, safety, and welfare will be protected?

The proposed Special Use is designed to promote pedestrian safety and comfort and should have no negative impacts on the welfare of the neighborhood.

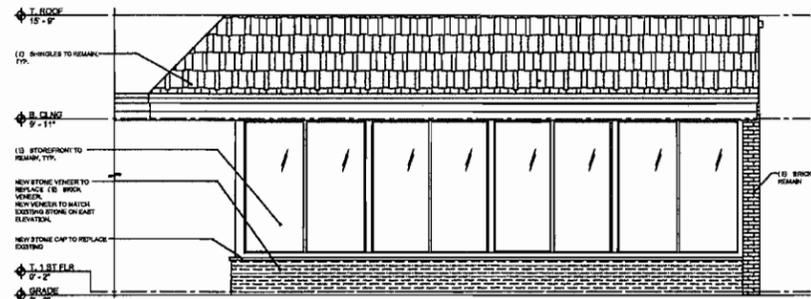
- Will the special use cause substantial injury to the value of other property in the neighborhood in which it is proposed to be located?

The proposed Special Use will be compatible with the character of the surrounding area in terms of site planning, building scale, and project design and therefore will not cause substantial injury to the value of other property in the neighborhood.

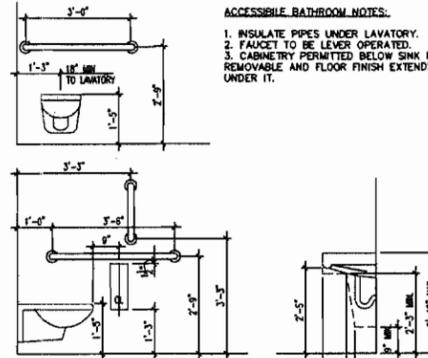
Your explanation of/answer to the questions listed above will be the basis for a recommendation from the Plan Commission and Zoning Board of Appeals. It is incumbent upon YOU to explain how these Village Ordinance requirements are satisfied by your request. Failure to satisfy all of the requirements above may result in the Village denying your requested special use permit.



3 NORTH ELEVATION  
Scale: 1/4" = 1'-0"



4 WEST ELEVATION  
Scale: 1/4" = 1'-0"



2 ACCESSIBLE BATH DETAILS  
Scale: 1/4" = 1'-0"

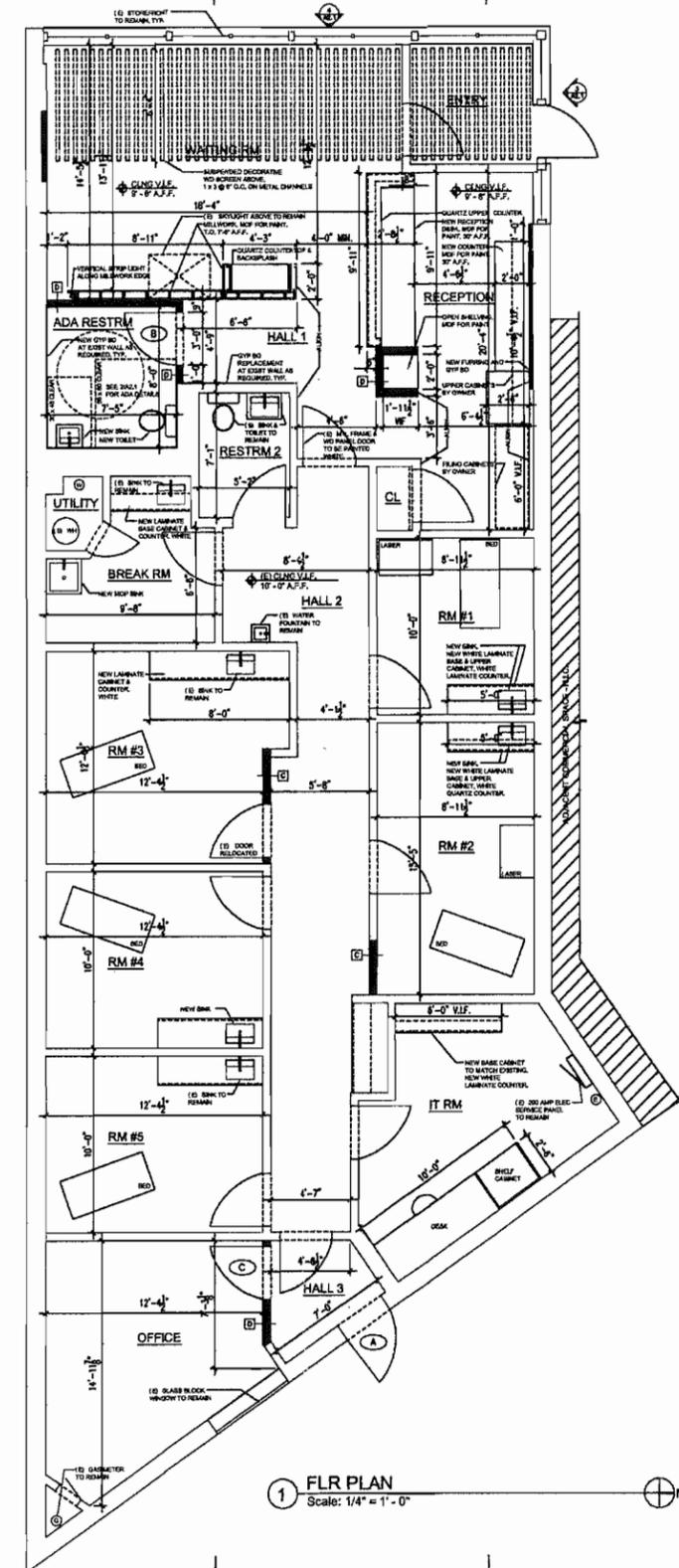
WALL TYPE SCHEDULE	
1	1" GYP BOARD WITH FINISH TO MATCH EXISTING
2	5/8" GYP BOARD WITH FINISH TO MATCH EXISTING
3	1/2" GYP BOARD WITH FINISH TO MATCH EXISTING
4	1/2" GYP BOARD WITH FINISH TO MATCH EXISTING

DOOR SCHEDULE										
SYMBOL	WIDTH	HEIGHT	LOCK	TYPE	MANUF.	INSTALLATION	FRAME	HARDWARE	EXT. COLOR	REMARKS
(A)	3'-0"	8'-0"	SECURITY	ENTRY DOOR	TBD	REPLACEMENT	CLASS 9'	LEVER	TBD	90 MIN. CLASS 9' FIRE DOOR
(B)	3'-0"	8'-0"	PRIVACY	ADA BATH	TBD	NEW		LEVER	WHITE	ADA
(C)	3'-0"	8'-0"		PASSAGE	TBD	NEW		KNOB	MATCH EXIST.	

\* FIELD VERIFY ALL EXISTING OPENINGS.  
\* HEIGHT OF NEW INTERIOR DOORS TO MATCH EXISTING.

ROOM FINISH SCHEDULE					
ROOM NAME	FLOOR	WALL	CEILING	BASEBOARD	COUNTERTOP
ENTRY	EPOXY COATING OVER (E) CONC. SLAB, POLISHED FINISH.	5/8" GYP BD. FOR PAINT, WHITE.	5/8" GYP BD. FOR PAINT, WHITE.	4" FLATSTOCK FOR PAINT, WHITE.	--
WAITING RM	EPOXY COATING OVER (E) CONC. SLAB, POLISHED FINISH.	5/8" GYP BD. FOR PAINT, WHITE.	5/8" GYP BD. FOR PAINT, WHITE.	4" FLATSTOCK FOR PAINT, WHITE.	1" QUARTZ, WHITE, POLISHED FINISH.
RECEPTION	EPOXY COATING OVER (E) CONC. SLAB, POLISHED FINISH.	5/8" GYP BD. FOR PAINT, WHITE.	5/8" GYP BD. FOR PAINT, WHITE.	4" FLATSTOCK FOR PAINT, WHITE.	1" QUARTZ, WHITE, POLISHED FINISH, MDF FOR PAINT, WHITE, HIGH GLOSS.
HALL 1	EPOXY COATING OVER (E) CONC. SLAB, POLISHED FINISH.	5/8" GYP BD. FOR PAINT, WHITE.	5/8" GYP BD. FOR PAINT, WHITE.	4" FLATSTOCK FOR PAINT, WHITE.	--
ADA RESTRM	EPOXY COATING OVER (E) CONC. SLAB, POLISHED FINISH.	5/8" GYP BD. FOR PAINT, WHITE.	5/8" GYP BD. FOR PAINT, WHITE.	4" FLATSTOCK FOR PAINT, WHITE.	--
RESTRM 2	EPOXY COATING OVER (E) CONC. SLAB, POLISHED FINISH.	EXISTING TO REMAIN	EXISTING GYP CEILING TILE TO BE REPLACED	4" FLATSTOCK FOR PAINT, WHITE.	LAMINATE, WHITE.
BREAK RM	EPOXY COATING OVER (E) CONC. SLAB, POLISHED FINISH.	EXISTING TO REMAIN	EXISTING GYP CEILING TILE TO BE REPLACED	4" FLATSTOCK FOR PAINT, WHITE.	LAMINATE, WHITE.
UTILITY	EXISTING CONCRETE TO REMAIN	EXISTING TO REMAIN	EXISTING TO REMAIN	--	--
HALL 2	EPOXY COATING OVER (E) CONC. SLAB, POLISHED FINISH.	EXISTING TO REMAIN	EXISTING GYP CEILING TILE TO BE REPLACED	4" FLATSTOCK FOR PAINT, WHITE.	--
ROOM 1	EPOXY COATING OVER (E) CONC. SLAB, POLISHED FINISH.	EXISTING TO REMAIN	EXISTING GYP CEILING TILE TO BE REPLACED	4" FLATSTOCK FOR PAINT, WHITE.	--
ROOM 2	EPOXY COATING OVER (E) CONC. SLAB, POLISHED FINISH.	EXISTING TO REMAIN	EXISTING GYP CEILING TILE TO BE REPLACED	4" FLATSTOCK FOR PAINT, WHITE.	1" QUARTZ, WHITE, POLISHED FINISH.
ROOM 3	EPOXY COATING OVER (E) CONC. SLAB, POLISHED FINISH.	EXISTING TO REMAIN	EXISTING GYP CEILING TILE TO BE REPLACED	4" FLATSTOCK FOR PAINT, WHITE.	LAMINATE, WHITE.
ROOM 4	EPOXY COATING OVER (E) CONC. SLAB, POLISHED FINISH.	EXISTING TO REMAIN	EXISTING GYP CEILING TILE TO BE REPLACED	4" FLATSTOCK FOR PAINT, WHITE.	LAMINATE, WHITE.
ROOM 5	EPOXY COATING OVER (E) CONC. SLAB, POLISHED FINISH.	EXISTING TO REMAIN	EXISTING GYP CEILING TILE TO BE REPLACED	4" FLATSTOCK FOR PAINT, WHITE.	EXISTING TO REMAIN
OFFICE	EPOXY COATING OVER (E) CONC. SLAB, POLISHED FINISH.	EXISTING TO REMAIN	EXISTING GYP CEILING TILE TO BE REPLACED	4" FLATSTOCK FOR PAINT, WHITE.	EXISTING TO REMAIN
IT ROOM	EPOXY COATING OVER (E) CONC. SLAB, POLISHED FINISH.	EXISTING TO REMAIN	EXISTING GYP CEILING TILE TO BE REPLACED	4" FLATSTOCK FOR PAINT, WHITE.	LAMINATE, WHITE.
HALL 3	EPOXY COATING OVER (E) CONC. SLAB, POLISHED FINISH.	EXISTING TO REMAIN	EXISTING GYP CEILING TILE TO BE REPLACED	4" FLATSTOCK FOR PAINT, WHITE.	--

NOTE:  
1. ALL INTERIOR FINISHES SHALL BE NOT LESS THAN CLASS 9', 2675 FLAME SPREAD RATED; 0-480 SMOKE DEVELOPED RATED.  
2. ALL FLOOR COVERINGS USED SHALL MEET CLASS 2 REQUIREMENTS.



1 FLR PLAN  
Scale: 1/4" = 1'-0"

**duco**  
architecture + design

3725 N Sawyer Ave  
Chicago, Illinois 60618  
773.815.3410  
www.ducostudio.com

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SKIN CARE CENTER RENOVATION  
7437 N. HARLEM AVE  
NILES, IL 60714

No.	Date	Description
1	12.06.2015	Issue for Pricing
2	02.16.2016	Issue for Permit

Architect's Statement:  
This is to certify that the floor plan was prepared under the copyright laws of the United States and other countries, and its use is limited to the project and location specified. No part of this plan may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the architect.

Dorinda Rotondi, L.A. No. 001-021967  
expires: 11.30.2016

**A2.1**

# SKIN CARE CENTER RENOVATION

7437 N. Harlem Ave  
Niles, IL 60714

**SCOPE OF WORK**  
INTERIOR RENOVATION OF AN EXISTING MEDICAL CLINIC (2,115 SF) -  
MODIFIED EXISTING ELECTRICAL AND PLUMBING SYSTEMS AS REQUIRED.

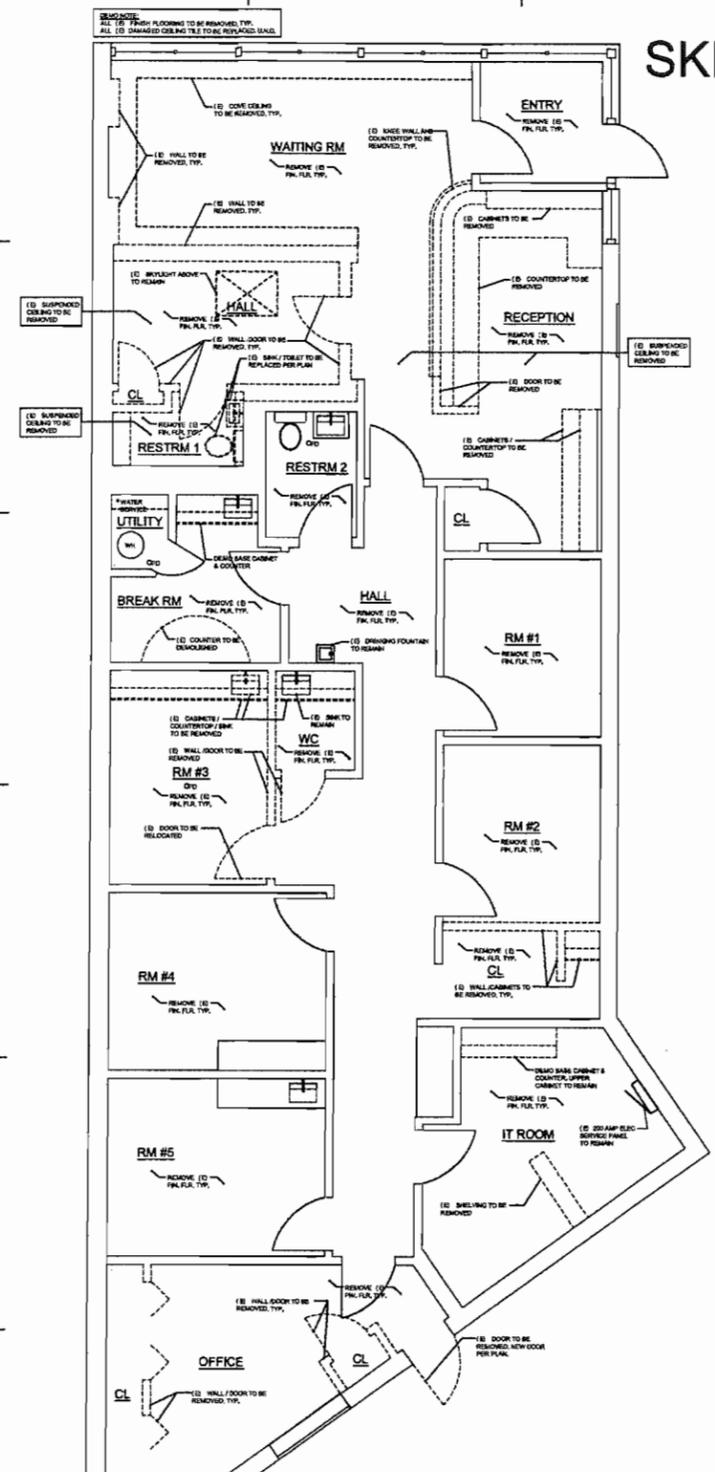
**DRAWING INDEX**  
A0.0 PLAT OF SURVEY, SITE PLAN, AS-BUILT / DEMO PLAN AND NOTES  
A1.1 GENERAL NOTES, SPECIFICATIONS  
A2.1 FLOOR PLAN, EXT ELEVATIONS, WALL TYPE / DOOR / ROOM FINISH SCHEDULE  
E1.0 ELECTRICAL PLANS / NOTES / SCHEDULES  
P1.0 PLUMBING PLANS / NOTES / SCHEDULES / RISER DIAGRAMS

REFERENCED CODES
2015 IBC CODES WHERE APPLICABLE
2008 NATIONAL ELECTRICAL CODE WITH AMENDMENTS
2008 ILLINOIS STATE PLUMBING CODE
ILLINOIS ACCESSIBILITY CODE
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODE

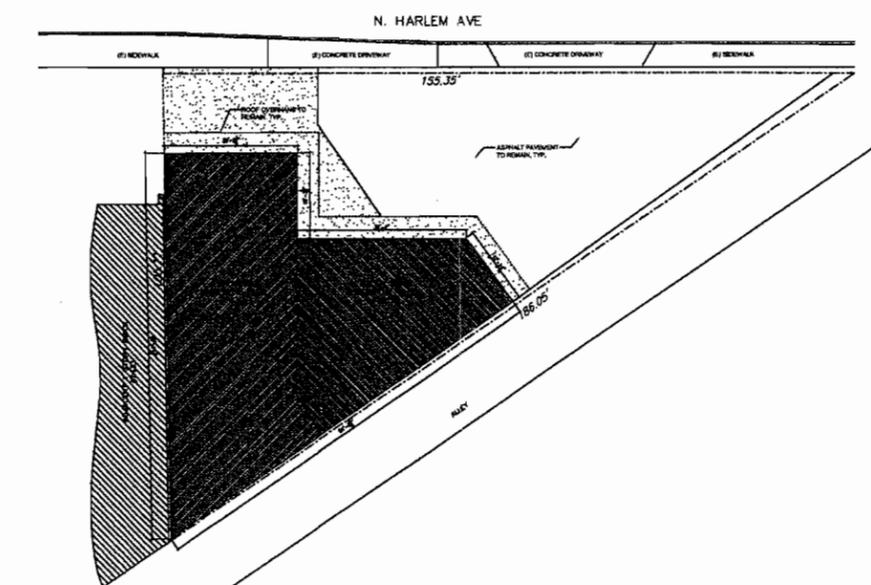
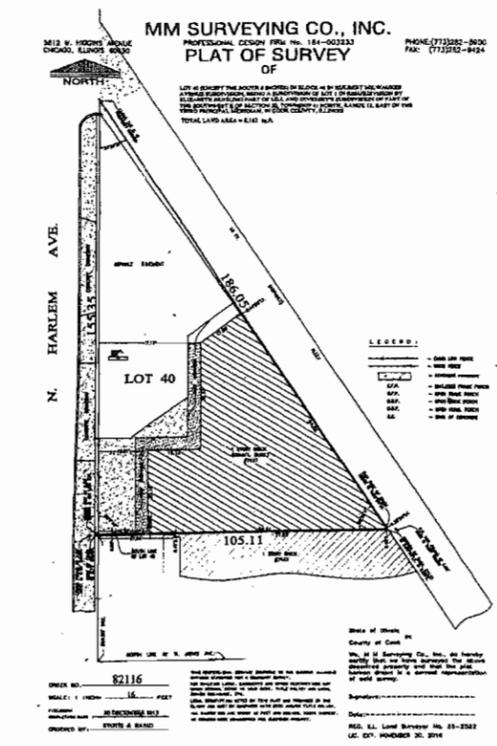
BUILDING INFORMATION
CONSTRUCTION TYPE: TYPE S-A, MASONRY NONCOMBUSTIBLE
FOUNDATION: CONCRETE
ROOFING: ASPHALT / FLT SHingles
CLIMATE ZONE: 4
PROJECT AREA: 2,115 SF
INTERIOR RENOVATION AREA: 2,115 SF

### DEMOLITION NOTES

- Remove existing construction and perform demolition work as necessary to prepare the site for the new work as further described in the project specifications and drawings.
- Remove all demolished materials from the site immediately.
- Maintain exit and access ways in a clear unobstructed and properly illuminated manner at all times.
- Protect spaces and work to remain from dust, noise, and damage. Provide temporary enclosures to insure that no water leakage or damage occurs to interior areas or structures. Maintain site in a closed and secured manner to prevent theft, vandalism, and unauthorized entry.
- Demolition work shall include but not be limited to the following:
  - Abandoned wiring, piping, conduits, fixtures, panels and devices.
  - Partitions and finishes as noted on the plans.
  - Clips, brackets, supports, hangers, etc. which are not a part of an assembly or structure to remain.
- Items to remain shall include:
  - Active utilities, services and systems serving areas not a part of this contract.
  - Doors, partitions, and finishes as indicated on the plans.
  - All existing windows and doors, U.N.O.
  - Existing plaster finishes as noted.
- Protect the surfaces, finishes, and other components of the project from damage. Protect adjacent property from dust, debris, and damage.
- Promptly repair all damage to items and property to remain at once at no additional cost to the owner.
- Provide temporary shoring and bracing of the structure and other items to remain. Do not remove structural elements.
- The removal and disposal of materials classified as hazardous or special waste is not included in this work. All testing, removal, and disposal of these materials (if any) shall be performed by trained and licensed personnel in strict conformance with all governing codes and laws. Notify the Owner at once in writing, of any materials found which may be classified as such and obtain written instructions on how to proceed.
- All work shall be in strict conformance with the requirements of Riverside, all environmental regulations and other governing laws and ordinances.
- Demolition materials are to be removed in a manner which prevents injury or damage to persons, adjoining properties and public rights-of-way (IEBC Chapter 14 Construction Safeguards).



2 AS-BUILT / DEMO FLR PLAN  
Scale: 1/4" = 1'-0"



1 SITE PLAN  
Scale: 1/16" = 1'-0"

**duco**  
architecture + design

3725 N Sawyer Ave  
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### PROJECT DIRECTORY

Owner:  
Dr. Ramon Castro  
8544 W. Belmont Ave  
Chicago, IL 60641

Architect:  
Duco Architecture+Design  
3725 N. Sawyer Ave  
Chicago, IL 60618  
Contact: Dominika Rotarski  
773.818.3410

No.	Date	Description
1	12.08.2015	Issue for Pricing
2	02.16.2016	Issue for Permit

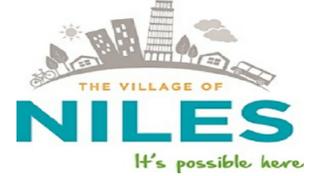
Architect's Statement:  
This is to certify that these plans were prepared under my personal supervision and to the best of my knowledge conform to International Building Code.

Dominika Rotarski Lic. No. 001-021867  
expires: 11.30.2018

**A0.0**



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Approving the Cost of Living Adjustment for the Employees of the Village of Niles from May 1, 2016 to April 30, 2017

Meeting Date 4/26/2016 Item Number 4
Requested Kathy Barnat, Human Resources Director Action ORDINANCE
by Requested
Prepared by Katharine N Darr, Records Management Assigned to: Trustee Alpogianis
Coordinator

ATTACHMENTS:

Table with 2 columns: Type, Description. Row 1: Ordinance, Ordinance COLA FY2076

MOTION

I move for Board approval of an Ordinance approving the Cost of Living Adjustment for the employees of the Village of Niles from May 1, 2016 to April 30, 2017.

REASON FOR REQUEST / BACKGROUND

Recommendations for salary and compensation for the employees of the Village of Niles for Fiscal Year 2017.

Will this action involve an expenditure of funds? Yes

If yes, is this a budgeted item? Yes

ORG# [ ] Total Amount for Approval [ ]
ACCT# [ ] Budget Amount [ ]
Variance [ ]

**ORDINANCE 2016-**  
**AN ORDINANCE APPROVING THE**  
**COST OF LIVING ADJUSTMENT FOR THE**  
**EMPLOYEES OF THE VILLAGE OF NILES**  
**FROM MAY 1, 2016 TO APRIL 30, 2017**

**NOW, THEREFORE, BE IT ORDAINED**, by the President and the Board of Trustees of the Village of Niles, Cook County, Illinois, as follows:

**SECTION 1:** Pursuant to 65 ILCS 5/3.1-50-10, Section 5/3.1-50-10 Fixing salaries of the Illinois Municipal Code, the following is the recommended cost of living adjustment for the employees of the Village of Niles from May 1, 2016 to April 30, 2017. Compensation shall be determined as follows:

- (a) Full-Time Non-Union positions – Progression in steps is authorized. Increase salary chart by two and one half percent (2.5%).
- (b) Full-Time Non-Union Merit positions – Increase salary by two and one half percent (2.5%).
- (c) Part-Time Village staff – for those positions that are eligible for an increase, increase wage by two percent (2%). Wages will be adjusted if necessary to comply with Federal minimum wages.
- (d) Village Manager – Increase salary by two and one half percent (2.5%)
- (e) Village Attorney – Increase salary by two and one half percent (2.5%)
- (f) Department Heads
  1. Community Development Director increase salary by two and one half percent (2.5%)
  2. Family Services Director increase salary by two and one half percent (2.5%)
  3. Finance Director increase salary by two and one half percent (2.5%)
  4. Fire Chief increase salary by two and one half percent (2.5%)
  5. Fitness Center Director increase salary by two and one half percent (2.5%)
  6. Information Technology Director increase salary by two and one half percent (2.5%)
  7. Police Chief increase salary by two and one half percent (2.5%)
  8. Public Services Director increase salary by two and one half percent (2.5%)
  9. Senior Center Director increase salary by two and one half percent (2.5%)

- (g) Full-Time Union Positions in Public Works – as defined in the collective bargaining agreement.
- (h) Full-Time Supervisor Union Positions in Public Works – as defined in the collective bargaining agreement.
- (i) Full-Time Union Positions in Police – as defined in the collective bargaining agreement.
- (j) Full-Time Union Positions in Fire – as defined in the collective bargaining agreement.
- (k) Full-Time Union Positions in AFSCME – as defined in the collective bargaining agreement.
- (l) The Village Manager is authorized to pay approved performance bonuses not exceeding \$2,250 in total.

**SECTION 2:** If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

**SECTION 3:** That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form according to law.

**PASSED:** This 26<sup>th</sup> day of April, 2016

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**APPROVED** by me this 26<sup>th</sup> day of April, 2016.

---

President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 26<sup>th</sup> day of April 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

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Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Authorizing an Agreement with PMA Financial Network, Inc., and PMA Securities, Inc., to Provide Investment Services for the Village of Niles

Meeting Date: 4/26/2016, Item Number: 5, Requested by: Scot Neukirch, Finance Director, Action Requested: REQUEST FOR BOARD APPROVAL, Assigned to: Trustee LoVerde, Prepared by: Scot Neukirch, Finance Director

ATTACHMENTS:

Table with 2 columns: Type (Resolution, Agreement, Agreement, Exhibit) and Description (Resolution, PMA Account Agreement, PMA Brokerage Agreement, Current Investment Policy)

MOTION

I move for Board approval of a Resolution authorizing an agreement with PMA Financial Network, Inc., and PMA Securities, Inc., to provide investment services for the Village of Niles in the amount of \$5,000.

REASON FOR REQUEST / BACKGROUND

After a lengthy analysis period, the Village staff and Finance Committee recommend that the Village utilize PMA Financial Network to assist the Village with its investments of non-pension available reserves. The Village Treasurer will work closely with the Finance Committee on all investment decisions. The Legal Department has reviewed the attached agreements and resolution.

Will this action involve an expenditure of funds? Yes

If yes, is this a budgeted item? [ ]

ORG# 1120 Total Amount for Approval \$5,000

ACCT# 3370 Budget Amount \$5,000

Variance [ ]

## **RESOLUTION 2016-**

### **RESOLUTION AUTHORIZING AN AGREEMENT WITH PMA FINANCIAL NETWORK, INC., AND PMA SECURITIES, INC., TO PROVIDE INVESTMENT SERVICES FOR THE VILLAGE OF NILES**

**WHEREAS**, the Village of Niles is a municipal corporation duly organized and operating pursuant to the laws of the State of Illinois; and

**WHEREAS**, the Board of Trustees of the Village of Niles, Cook County , Illinois, deems it to be in the best interest of this unit of local government for its Treasurer to make use, from time to time, of investments which are legal under the applicable State Statutes; and

**WHEREAS**, a list of such investments (Investment Policy) has been presented to this Board; and

**WHEREAS**, this Board deems it to be in the best economic and administrative interest of this unit of local government for its Treasurer to make use of, from time to time, PMA Financial Network, Inc., and PMA Securities, Inc., in securing such investments;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Village of Niles, Cook County, Illinois, as follows:

**SECTION 1:** That the Treasurer shall make use of investments legal under the applicable State statutes approved in the Investment Policy and such Investment Policy as found in Exhibit 1; and that when needed, notice of the modifications made to the Investment List from time to time be provided by the Treasurer; and

**SECTION 2:** That monies of this unit of local government may be invested at the discretion of its Treasurer or those acting on behalf of the Treasurer through the intermediary (PMA Securities, Inc., and PMA Financial Network, Inc.), and

**SECTION 3:** That the unit of government may open a depository account and enter into wire transfer agreements, third party surety agreements, safekeeping agreements, collateral agreements and lockbox agreements with BMO Harris Bank and other institutions participating in PMA Programs for the purpose of transaction clearing and safekeeping or the purchase of insured certificates of deposit through PMA's Insured CD Program, and PMA Financial Network, Inc., and/or PMA Securities, Inc., are authorized to act on behalf of this entity as its agent with respect to such accounts and agreements, and

**SECTION 4:** That the Treasurer or those acting on behalf of the Treasurer may execute documents, financial planning contracts, financial advisory contracts and other applicable agreements, as necessary, with PMA Financial Network, Inc., PMA Securities, Inc. The following individuals, or their successors, currently holding the office or position are designated

as “Authorized Officials” with full power and authority to effectuate the investment and withdrawal of monies, contracts and agreements on behalf of this unit of local government entity:

Steven C. Vinezeano, Village Manager \_\_\_\_\_

Scot R. Neukirch, Finance Director \_\_\_\_\_

**SECTION 5:** That all resolutions or parts of resolutions in conflict with or inconsistent with the provision of this Resolution are hereby repealed to the extent of any such conflict or inconsistency; and

**SECTION 6:** That this Resolution shall be in full force and effect from and after the date of its passage and approval.

- PASSED:** This 26<sup>th</sup> day of April, 2016
- YEAS:**
- NAYS:**
- ABSENT:**
- ABSTAIN:**

**APPROVED** by me this 26<sup>th</sup> day of April, 2016.

\_\_\_\_\_  
President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 26<sup>th</sup> day of April, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

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

**RESOLUTION NO. 1999-13-R**

**A RESOLUTION ESTABLISHING AN INVESTMENT POLICY  
FOR THE VILLAGE OF NILES**

**WHEREAS**, the Village of Niles endorses sound financial practices which includes the investment of funds on a regular basis in order to earn interest income; and

**WHEREAS**, it is essential that proper procedures are followed in selecting and safeguarding the investments of the Village; and

**WHEREAS**, there have been some recent changes to the Public Funds Investment Act (30 ILCS 235) which need to be reflected in the Village's investment policy.

**NOW, THEREFORE, BE IT RESOLVED** that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, have reviewed the attached investment policy for the Village of Niles and have determined that such policy be established to govern the investment of Village funds.

**BE IT FURTHER RESOLVED** that the Director of Finance/Treasurer of the Village of Niles is hereby authorized and directed to invest Village funds as set forth in the investment policy attached hereto as Exhibit 1.

**BE IT FURTHER RESOLVED** that this Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

**PASSED:** This 23<sup>rd</sup> day of November, 1999.

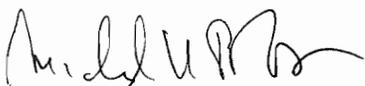
**AYES:** 5 BONDI, CALLERO, MAHONEY, PRESTON, PRZYBYLO

**NAYS:** 0

**ABSENT:** 1 MURPHY

**APPROVED** this 23<sup>rd</sup> day of November, 1999.

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

  
\_\_\_\_\_  
President of the Village of Niles,  
Cook County, Illinois

**Exhibit 1**

**VILLAGE OF NILES  
INVESTMENT POLICY**

**1.0 Policy**

It is the policy of the Village of Niles to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Village and conforming to all state and local statutes governing the investment of public funds. The following investment policy is hereby promulgated for use by the Village of Niles.

**2.0 Scope**

This investment policy applies to the investment activities of all funds of the Village of Niles, except for the Police and Firefighters' Pension Funds which are subject to the order of the Board of Trustees of each respective Fund. The Illinois Compiled Statutes will take precedence except where this policy is more restrictive wherein this policy will take precedence.

**3.0 Prudence**

The standard of prudence to be used by the investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio.

Investment shall be made with the judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, as well as the probable income to be derived.

Investment officials of the Village of Niles acting in accordance with this investment policy and written procedures and exercising due diligence shall be relieved personal responsibility for an individual security's credit risk or market price changes, provided that material deviations from expectations are reported to the Village Manager in a timely fashion, and appropriate action is taken to control adverse developments.

**4.0 Investment Objectives**

The primary investment objectives, in order of priority, shall be:

- Legality – The investment activities of the Village will conform with federal, state and local legal requirements.

- **Safety** – The preservation of capital and protection of investment principal shall be the primary concern of the investment officials in selecting depositories or investments.
- **Liquidity** – The investment portfolio shall remain sufficiently liquid to meet all operating requirements, which might be reasonably expected.
- **Return** – The investment officials shall seek to obtain a market average or better rate of return throughout budgetary and economic cycles, taking into account risk, constraints, cash flow, and legal restrictions on investments.

The portfolio should be reviewed periodically as to its effectiveness in meeting the Village's needs for safety, liquidity, rate of return, diversification and its general performance

When deposits of Village monies become collected funds, and it is determined that those funds are not needed for immediate disbursement, those funds shall be invested within two working days at prevailing rates of return.

#### **5.0 Delegation of Authority**

Management and administrative responsibility for the investment program is hereby delegated to the Director of Finance/Treasurer who, under the delegation of the Board of Trustees, shall establish written procedures for the operation of the investment program.

#### **6.0 Ethics and Conflicts of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions.

#### **7.0 Authorized Investment Advisors, Broker/Dealers and Financial Institutions**

The Director of Finance/Treasurer shall maintain a list of all investment advisors, broker/dealers and financial institutions authorized by the Village Board to provide investment services, attached hereto as Exhibit A.

It shall be the policy of the Village of Niles to select financial institutions on the following basis:

- **Security:** The Village will not maintain funds in any financial institution that is not covered by the Federal Deposit Insurance Corporation. Furthermore, the Village will not maintain funds in any financial institution not willing or capable of posting required collateral for funds in excess of the FDIC limits.

- **Size:** The Village will not select as depository any financial institution in which the Village funds on deposit will exceed 10% of the institutions stated capital stock and surplus.
- **Location:** The Village will maintain operating and investment accounts in financial institutions located within the corporate boundaries of the Village of Niles whenever possible, and when not precluded by other standards of this policy. However, the Village may approve qualified depositories regardless of location.
- **Statement of Conditions:** The Village will maintain for public and managerial inspection the last two sworn statements of resources and liabilities which the institution is required to file with the Commissioner of Banks or the Comptroller of the Currency.
- **Services and Fees:** Fees for banking services shall be mutually agreed to by the depository bank and the Director of Finance/Treasurer on an annual basis.

Investment advisors and broker/dealers shall be selected based upon their overall experience with Illinois municipalities and the Illinois Compiled Statutes with regard to the Investment of Public Funds Act. Broker/dealers will also be selected on the basis of credit worthiness as well as their ability to obtain competitive prices on securities purchased and sold on behalf of the Village.

## **8.0 Authorized and Suitable Investments**

Investments may be made in any type of security allowed for in the Public Funds Investment Act (30 ILCS 235/2). A summary of authorized investments follow:

- a.) Notes, bonds, certificate of indebtedness, treasury bills, or other securities, which are guaranteed by the full faith and credit of the United States of America.
- b) Bonds, notes, debentures, or other similar obligations of the United States of America or its agencies.
- c) Interest-bearing savings accounts, interest-bearing certificate of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act.
- d.) Short term obligations of corporations organized in the United States with assets exceeding \$500,000,000 if (i) such obligations are rated at the time of purchase at one of the 3 highest classifications established by at least 2 standard rating services and which mature not later than 180 days from the date of purchase, (ii) such purchases so not exceed 10% of the corporation's outstanding obligations and (iii) no more than one-third of the Village's funds may be invested in short term obligations of corporations.
- e.) Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual funds is limited to obligations described in paragraphs (a) and (b) of this section.

f.) Repurchase agreements, subject to the requirements and limitations set for in 30 ILCS 235/2.

g.) Illinois Funds, the investment pool administered by the Illinois State Treasurer, and

h.) Illinois Metropolitan Investment Fund.

Investments shall be made that reflect the cash flow needs of the fund type being invested.

The Village will specifically avoid any purchase of financial forwards or futures, any leveraged investments, and lending securities or reverse repurchase agreements.

## **9.0 Collateralization**

Funds on deposit in checking accounts and certificates of deposit in excess of FDIC insurance limits must be secured by some form of collateral, witnessed by a written agreement and held in the name of the Village at an independent/third party institution. The Village will accept any of the following assets as collateral:

- U.S. Government Securities
- Obligations of Agencies or Instrumentalities of the U.S. Government
- Obligations of the State of Illinois
- Obligations of the Village of Niles
- General Obligation Municipal Bonds rated "A" or better
- Any other collateral acceptable for use by the Treasurer of the State of Illinois

The amount of collateral provided will not be less than 105% of the fair value of the net amount of public funds being secured. The ratio of fair value of collateral to the amount of funds being secured will be reviewed at least quarterly.

## **10.0 Safekeeping and Custody**

All security transactions, including collateral for repurchase agreements, entered into by the Village, shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by an independent third party custodian designated by the Director of Finance/Treasurer and evidenced by safekeeping receipts and a written custodial agreement.

## **11.0 Diversification**

The Village shall diversify its investments to the best of its ability based on the type of funds invested and the cash flow needs of those funds. Diversification can be by type of investment, number of institutions invested in, and length of maturity.

In order to reduce the risk of default, the investment portfolio of the Village shall not exceed the following limits:

- No financial institution shall hold more than 50% of the Village's investment portfolio, exclusive of any securities held in safekeeping.
- Investment in the Illinois Funds shall not exceed 40% of the investment portfolio
- Investment in the Illinois Metropolitan Investment Fund shall not exceed 40% of the investment portfolio.

## **12.0 Maturities**

To the extent possible, the Village shall attempt to match its investments with anticipated cash flow requirements.

Maturities shall be prudently laddered to avoid rate risk within the market. The average weighted life of the portfolio should not exceed 84 months.

## **13.0 Internal Control**

The Director of Finance/Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Village are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable, not absolute, assurance that these objectives are met. The internal controls shall address the following points:

- Control of collusion
- Separation of transaction authority from accounting
- Custodial safekeeping
- Written confirmation of telephone transactions for investments and wire transfers.

## **14.0 Performance Standards**

The Village's investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a comparable rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to benchmarks with similar maturity, liquidity, and credit quality as the portfolio. The Village will use the ninety-day treasury bill rate as its benchmark.

## **15.0 Reporting**

The Director of Finance/Treasurer shall prepare an investment report at least monthly, and submit said report to the Board of Trustees. The report shall include a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. The report will include the following information:

- Listing of individual securities held at the end of the reporting period by maturity date.
- Average weighted yield to maturity of the portfolio.
- Average weighted maturity.
- Percentage of the total portfolio which each type of investment represents.

At least quarterly, the investment report shall include a summary of the unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market values of all securities with an original maturity of over three months.

#### **16.0 Investment Policy Adoption**

The investment policy shall be adopted by the Board of Trustees. The policy shall be reviewed on an annual basis by the Director of Finance/Treasurer and any modifications made thereto must be approved by the Board of Trustees.

This policy was adopted by the Village Board this \_\_\_\_\_ day of \_\_\_\_\_, 1999 pursuant to Resolution \_\_\_\_\_.

**Exhibit A**

**VILLAGE OF NILES  
INVESTMENT POLICY**

**LISTING OF AUTHORIZED ADVISORS, BROKER/DEALERS AND  
FINANCIAL INSTITUTIONS**

**Authorized Investment Advisors**

Capital Gains, Inc.- Niles, Illinois

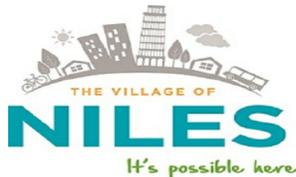
**Authorized Investment Broker/Dealers**

All NASD/SIPC broker/dealers located with the  
six county Chicago metropolitan area.

**Authorized Financial Institutions**

All Federal or State chartered banks located in Illinois.

Effective as of \_\_\_\_\_, 1999.



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Amending Chapter 102 Utilities, Sec. 102-123 Water Rates Established and Appendix D Fee Schedule

Meeting Date 4/26/2016

Item Number 6

Requested by Scot Neukirch, Finance Director

Action Requested ORDINANCE

Prepared by Scot Neukirch, Finance Director

Assigned to: Trustee LoVerde

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Ordinance	Ordinance
<input type="checkbox"/> Department Memo	Justification of 5% increase memo
<input type="checkbox"/> Backup Material	Niles Rates since 2005
<input type="checkbox"/> Backup Material	Community Comparison

MOTION

I move for Board approval of an Ordinance amending Chapter 102 Utilities, Sec. 102-123 Water Rates Established and Appendix D Fee Schedule.

REASON FOR REQUEST / BACKGROUND

In order for the Village of Niles Water Fund to continue to support its current expenses and provide for future infrastructure needs, a water rate increase of 5% as of June 1 is recommended. This would increase the current water rate from \$8.44/1000 gallons to \$8.86/1000 gallons. With this increase, the Village of Niles water rate is 14th of 32 when compared to the other communities in the Northwest Municipal Conference.

The Finance Committee reviewed this ordinance at their April 20 meeting and ultimately recommended a 2.5% water rate increase.

Will this action involve an expenditure of funds?  No

If yes, is this a budgeted item?

ORG#  Total Amount for Approval

ACCT#  Budget Amount

Variance

# ORDINANCE 2016 -

## AMENDING CHAPTER 102 UTILITIES, SECTION 102-123 WATER RATES ESTABLISHED AND APPENDIX D FEE SCHEDULE TO THE NILES CODE OF ORDINANCES, VILLAGE OF NILES

NOW, THEREFORE, BE IT ORDAINED, by the President and the Board of Trustees of the Village of Niles, Cook County, Illinois, as follows:

**SECTION 1:** Chapter 102 Utilities, Section 102-123 Water Rates Established and Appendix D Fee Schedule of the Niles Code of Ordinances shall be amended as follows:

### **Sec. 102-123 Water Rates Established.**

The following shall be the rate for water supplied to each user, payable on the 21st day after the billing date: For all water used, there shall be charged a rate of ~~\$8.44~~ \$8.86 per 1,000 gallons.

\* \* \*

### APPENDIX D

### FEE SCHEDULE

<i>Description</i>	<i>Amount</i>	<i>Section of This Code</i>
<b>Chapter 102. Utilities</b>		
<i>Article III. Water</i>		
Division 1. Generally		
Rate per 1000 gallons of water used	<del>8.44</del> <u>8.86</u>	102-123

**SECTION 2:** That this Ordinance be in full force and effect on June 1, 2016 and after its passage, approval and publication as provided by law.

**SECTION 3:** That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**PASSED:**  
**AYES:**  
**NAYS:**  
**ABSENT:**  
**ABSTAIN:**

**APPROVED** by me this 26<sup>th</sup> day of April, 2016.

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President of the Village of Niles  
Cook County, Illinois

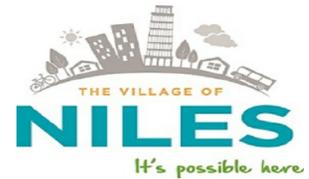
**ATTESTED AND FILED** in my office this 26<sup>th</sup> day of April, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

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Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Imposing a Six-Month Moratorium on New Businesses that are Engaged in the Sale of Tobacco Products as a Primary Activity, on All Businesses Who Sell Paraphernalia Associated with Smoking and on New Businesses Where the Primary Activity is Smoking

Meeting Date 4/26/2016 Item Number 7
Requested by Charles Ostman, Director of Community Development Action Requested ORDINANCE
Prepared by Charles Ostman, Director of Community Development Assigned to: Trustee McCreery

ATTACHMENTS:

Table with 2 columns: Type, Description. Rows include Ordinance and Department Memo.

MOTION

I move for Board approval of an Ordinance imposing a six-month moratorium on new businesses that are engaged in the sale of tobacco products as a primary activity, on all businesses who sell paraphernalia associated with smoking and on new businesses where the primary activity is smoking.

REASON FOR REQUEST / BACKGROUND

Imposing a moratorium on hookah lounges, tobacco/head/smoke (includes vape/e-cigs shops) shops for the recommended 180 days will allow an opportunity to conduct research and determine whether a change to the Village's current code and ordinances are necessary. This is recommended by the Building and Zoning Committee.

Will this action involve an expenditure of funds? [No]

If yes, is this a budgeted item? [No]

ORG# [ ] Total Amount for Approval [ ]
ACCT# [ ] Budget Amount [ ]
Variance [ ]

## ORDINANCE 2016-

### **ORDINANCE IMPOSING A SIX-MONTH MORATORIUM ON NEW BUSINESSES THAT ARE ENGAGED IN THE SALE OF TOBACCO PRODUCTS AS A PRIMARY ACTIVITY, ON ALL BUSINESSES WHO SELL PARAPHERNALIA ASSOCIATED WITH SMOKING AND ON NEW BUSINESSES WHERE THE PRIMARY ACTIVITY IS SMOKING IN THE VILLAGE OF NILES, ILLINOIS**

**WHEREAS**, it is recognized that there is a rapidly changing landscape in the use of tobacco, products used to deliver nicotine and the use of paraphernalia in general associated with smoking;

**WHEREAS**, the present ordinances that are in place in the Village of Niles are inadequate to meet the new regulatory challenges that the Village of Niles is faced with today;

**WHEREAS**, a six-month moratorium on new businesses that are engaged in the sale of tobacco products, on all businesses who sell paraphernalia associated with smoking and on new businesses where the primary activity is smoking must be put in place in order for the Administration to assess the new uses of such items as e-cigarettes, vaporizers used for nicotine, and the use of paraphernalia associated with smoking;

**WHEREAS**, future regulations will control the number of businesses their proximity to public institutions and the type of clientele they cater to;

**WHEREAS**, Article VII Section 6 of the Illinois Constitution, Powers of Home Rule Units and 65 ILCS 5/11-13-1, give the municipality the ability to regulate new businesses that are engaged in the sale of tobacco products, on all businesses who sell paraphernalia associated with smoking and on new businesses where the primary activity is smoking.

**NOW, THEREFORE, BE IT ORDAINED** by the President and the Board of Trustees of the Village of Niles, Cook County, Illinois, as follows:

**SECTION 1:** The Whereas above are incorporated by reference and made a part of Section 1 of this Ordinance.

**SECTION 2:** A moratorium on all new businesses that are engaged in the sale of tobacco products, all businesses who sell paraphernalia associated with smoking and on new businesses where the primary activity is smoking shall take effect immediately and will terminate in six months from the effective date of this Ordinance.

**SECTION 3:** The Village Board may provide exceptions to this moratorium by ordinance when specific needs arise.

**SECTION 4:** This Ordinance shall be in full force and effect upon its passage and approval as provided by law.

**SECTION 5:** That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

**SECTION 6:** That any section or provision of this ordinance that is construed to be invalid or void shall not affect the remaining sections or provisions which shall remain in full force and effect thereafter.

**PASSED:** This 26<sup>th</sup> day of April, 2016

**YEAS:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**APPROVED** by me this 26<sup>th</sup> day of April, 2016.

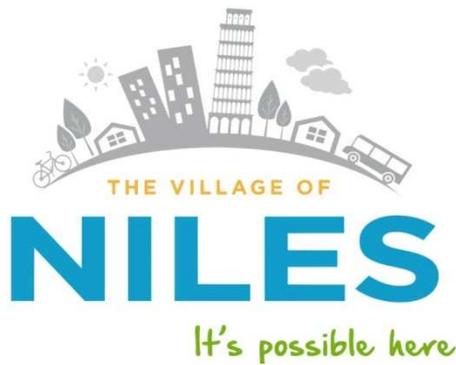
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President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 26<sup>th</sup> day of April, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

---

Village Clerk



## COMMUNITY DEVELOPMENT

**MAYOR**  
Andrew Przybylo

**VILLAGE  
MANAGER**  
Steven C. Vinezeano

**VILLAGE CLERK**  
Marlene J. Victorine

**TRUSTEES**  
George D. Alpagianis  
John C. Jekot  
Joe LoVerde  
Danette O'Donovan Matyas  
Denise McCreery  
Dean Strzelecki

# Memorandum

**Date:** April 18, 2016

**To:** Mayor and Board of Trustees

**From:** Charles Ostman, Director of Community Development

**Re:** Six-month moratorium

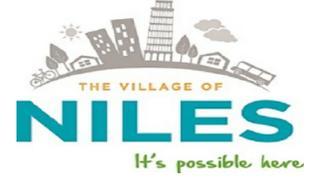
The Community Development Department has been receiving many inquiries in seeking zoning approval process for tobacco uses which include tobacco stores, vape shops, hookah lounges and paraphernalia accessories associated with tobacco products.

Recommended is a six-month moratorium on new businesses that are engaged in the sale of tobacco products, on all businesses who sell paraphernalia associated with smoking and on new businesses where the primary activity is smoking. This moratorium would allow for staff to assess the new uses of such items as e-cigarettes, vaporizers used for nicotine, and the use of paraphernalia associated with smoking to determine if new codes or ordinances are needed for the Village of Niles.

This six-moratorium was discussed at the March 17, 2016 meeting of the Building and Zoning Committee and the committee supports the proposed moratorium.



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Amending Chapter 94 Taxation, Sec. 94-271 Tax Imposed on Motor Fuel

Meeting Date 4/26/2016

Item Number 8

Requested by Scot Neukirch, Finance Director

Action Requested ORDINANCE

Prepared by Scot Neukirch, Finance Director

Assigned to: Trustee LoVerde

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Ordinance	Ordinance
<input type="checkbox"/> Backup Material	Community Comparison

MOTION

I move for Board approval of an Ordinance amending Chapter 94 Taxation, Sec. 94-271 Tax Imposed on Motor Fuel.

REASON FOR REQUEST / BACKGROUND

During the FY 17 Budget Workshops, the Board directed staff to move forward with the proposed increase to the Village's Local Motor Fuel Tax. This increase brings the Village's rate in line with most surrounding municipalities that have this tax. The additional increase will generate approximately \$375,000 in support of the General Fund.  
  
The Finance Committee recommended approval of this ordinance at their April 20, 2016 meeting.

Will this action involve an expenditure of funds?  No

If yes, is this a budgeted item?

ORG# <input type="checkbox"/>	Total Amount for Approval <input type="checkbox"/>
ACCT# <input type="checkbox"/>	Budget Amount <input type="checkbox"/>
	Variance <input type="checkbox"/>

## ORDINANCE 2016 -

### AMENDING CHAPTER 94 TAXATION, SECTION 94-271 TAX IMPOSED TO THE NILES CODE OF ORDINANCES, VILLAGE OF NILES

**NOW, THEREFORE, BE IT ORDAINED**, by the President and the Board of Trustees of the Village of Niles, Cook County, Illinois, as follows:

**SECTION 1:** Chapter 94 Taxation, Section 94-271 Tax Imposed of the Niles Code of Ordinances shall be amended as follows:

#### **Sec. 94-271 Tax Imposed.**

There is hereby imposed and levied a tax upon the retail purchase within the Village of Niles, at the rate of ~~two and one half cents (\$0.025)~~ four cents (\$0.04) per gallon or fraction thereof. This tax shall be in addition to any and all other taxes. The ultimate incidence and liability for payment of such tax shall be upon the retail purchaser of motor fuel. Nothing herein shall be construed to impose a tax upon the occupation of selling motor fuel.

**SECTION 2:** That this Ordinance be in full force and effect on July 1, 2016 and after its passage, approval and publication as provided by law.

**SECTION 3:** That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

**PASSED:**

**AYES:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**APPROVED** by me this 26<sup>th</sup> day of April, 2016.

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President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 26<sup>th</sup> day of April, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

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Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Authorizing a Contract Extension and Amendment of the Village's Annual Sidewalk and Curb/Gutter Program with Schroeder and Schroeder, Inc.

Meeting Date: 4/26/2016, Item Number: 9, Requested by: Mary Anderson, Director of Public Services, Action Requested: APPROVAL TO EXTEND CONTRACT, Assigned to: Trustee Matyas, Prepared by: Tom Powers, Village Engineer

ATTACHMENTS:

Table with 2 columns: Type and Description. Rows include Resolution, Agreement, Backup Material, Backup Material, Backup Material.

MOTION

I move for Board approval of a Resolution authorizing a contract extension and amendment of the Village's annual sidewalk and curb/gutter program with Schroeder and Schroeder Inc. in the amount of \$250,000.

REASON FOR REQUEST / BACKGROUND

This will be the first extension of the contract. Schroeder has provided excellent customer service and quality performance and has agreed to extend the contract under the same terms and prices for 2016.

Will this action involve an expenditure of funds? Yes

If yes, is this a budgeted item? Yes

ORG# 1430 Total Amount for Approval \$250,000

ACCT# 3810 Budget Amount \$250,000

Variance 0

## **RESOLUTION 2016-**

### **RESOLUTION AUTHORIZING A CONTRACT EXTENSION AND AMENDMENT OF THE ANNUAL SIDEWALK AND CURB/GUTTER PROGRAM WITH SCHROEDER AND SCHROEDER INC.**

**WHEREAS**, Schroeder and Schroeder Inc., agrees to a contract extension and amendment of the annual sidewalk and curb/gutter program.

**NOW, THEREFORE, BE IT RESOLVED** that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the President or his designee of the Village of Niles to execute the contract extension with Schroeder and Schroeder Inc.

**PASSED:** This 26<sup>th</sup> day of April, 2016

**YEAS:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**APPROVED** by me this 26<sup>th</sup> day of April, 2016.

---

President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 26<sup>th</sup> day of April, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

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Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Endorsing the Metropolitan Mayors Caucus' Greenest Region Compact 2 (GRC2)

Meeting Date 4/26/2016

Item Number 10

Requested by Hadley Skeffington-Vos, Assistant Village Manager Action Requested RESOLUTION

Prepared by Hadley Skeffington-Vos, Assistant Village Manager Assigned to: Trustee Alpogianis

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Backup Material	Presentation
<input type="checkbox"/> Backup Material	Framework
<input type="checkbox"/> Backup Material	Press Release by MMC

MOTION

I move for Board Approval of a Resolution endorsing the Metropolitan Mayors Caucus' Greenest Region Compact 2.

REASON FOR REQUEST / BACKGROUND

The GRC2 Framework guides municipalities toward sustainability. This Framework provides options for achieving additional sustainability goals and suggestions for updating an existing plan. In 2007, the Village of Niles adopted the Metropolitan Mayors Caucus' GRC1.

Will this action involve an expenditure of funds?  No

If yes, is this a budgeted item?

ORG#  Total Amount for Approval

ACCT#  Budget Amount

Variance

## **RESOLUTION 2016-**

### **RESOLUTION ENDORSING THE METROPOLITAN MAYORS CAUCUS' GREENEST REGION COMPACT 2**

**WHEREAS**, the Metropolitan Mayors Caucus provides a forum for the chief elected officials of the Chicago region to develop consensus and act on common public policy issues and multi-jurisdictional challenges; and

**WHEREAS**, the Metropolitan Mayors Caucus' participating Mayors and their communities have a history of environmental stewardship, from energy efficiency, water conservation, urban forestry, and participation in Clean Air Counts; and

**WHEREAS**, it is important for Mayors and local governments throughout the United States to take leadership roles to advance sustainability both in their own communities and in concert with regional, national and global initiatives; and

**WHEREAS**, the Metropolitan Mayors Caucus created the Greenest Region Compact 2 to address environmental sustainability issues of global importance at the local level; and

**WHEREAS**, the Greenest Region Compact 2, also called the GRC2, is built on important environmental initiatives already underway in communities, in partnership with many non-profit, state, regional and national organizations; and

**WHEREAS**, the GRC2 synthesizes sustainability goals already adopted by leading communities in the region; and these consensus goals align with common regional, state, national and global objectives; and

**WHEREAS**, the GRC2 offers a companion Framework to guide communities of all sizes and strengths to assess their current efforts; develop a sustainability plan suited to local priorities; and will offer resources to help them succeed; and

**WHEREAS**, the consensus goals of the Greenest Region Compact 2 will guide coordinated efforts toward enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

**NOW, THEREFORE, BE IT RESOLVED** that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby endorse the Greenest Region Compact 2 proposed by the Metropolitan Mayors Caucus and agrees to work to achieve them, both in their own communities and in collaboration throughout the region.

**PASSED:** This 26<sup>th</sup> day of April, 2016

**YEAS:**

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**APPROVED** by me this 26<sup>th</sup> day of April, 2016.

---

President of the Village of Niles  
Cook County, Illinois

**ATTESTED AND FILED** in my office this 26<sup>th</sup> day of April, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

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Village Clerk



# The Greenest Region Compact 2

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METROPOLITAN MAYORS CAUCUS ENVIRONMENT COMMITTEE

JOHN OSTENBURG, MAYOR, PARK FOREST &

BARRETT PEDERSEN, MAYOR, FRANKLIN PARK

MARCH 14, 2016



# Overview

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- The foundation for GRC2
- How the GRC2 is built
- Parts of GRC2
  1. Greenest Region **Compact 2**
  2. GRC2 **Framework**
  3. Future supportive program
- Please endorse the Greenest Region **Compact 2**



# The Foundation of the GRC2

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# The Foundation of the GRC2

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- Clean Air Counts
  - 116 Municipalities, hundreds of businesses
  - Coordinated local action to meet federal air quality targets
- Original Greenest Region Compact (2007)
  - Adopted by 96 communities
- Sustainability Planning is becoming more important

# GRC2 Goal

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*To align environmental issues, resources, and actions at the local, regional and national levels to guide municipalities to achieve greater environmental sustainability.*



# Building the GRC2

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# Building the GRC2

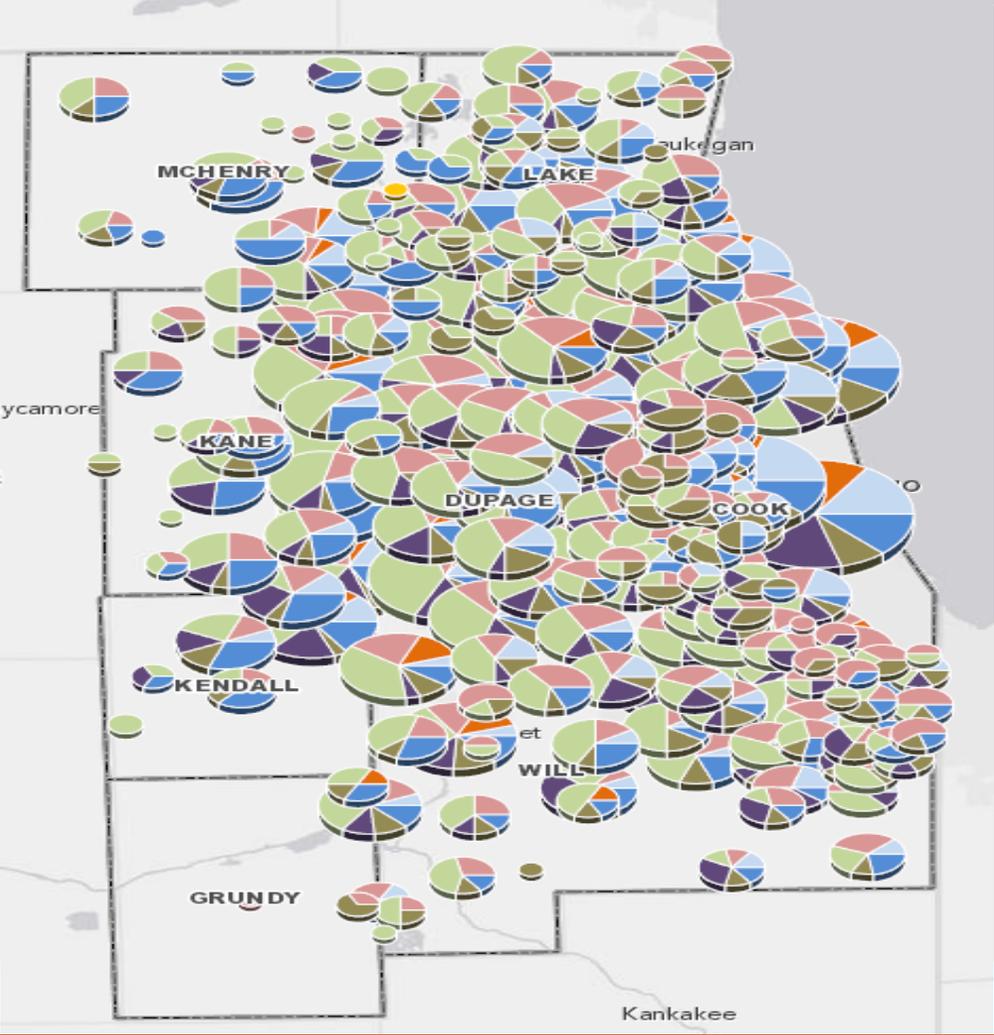
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1. What is already underway in the region?
2. What existing programs will be helpful?

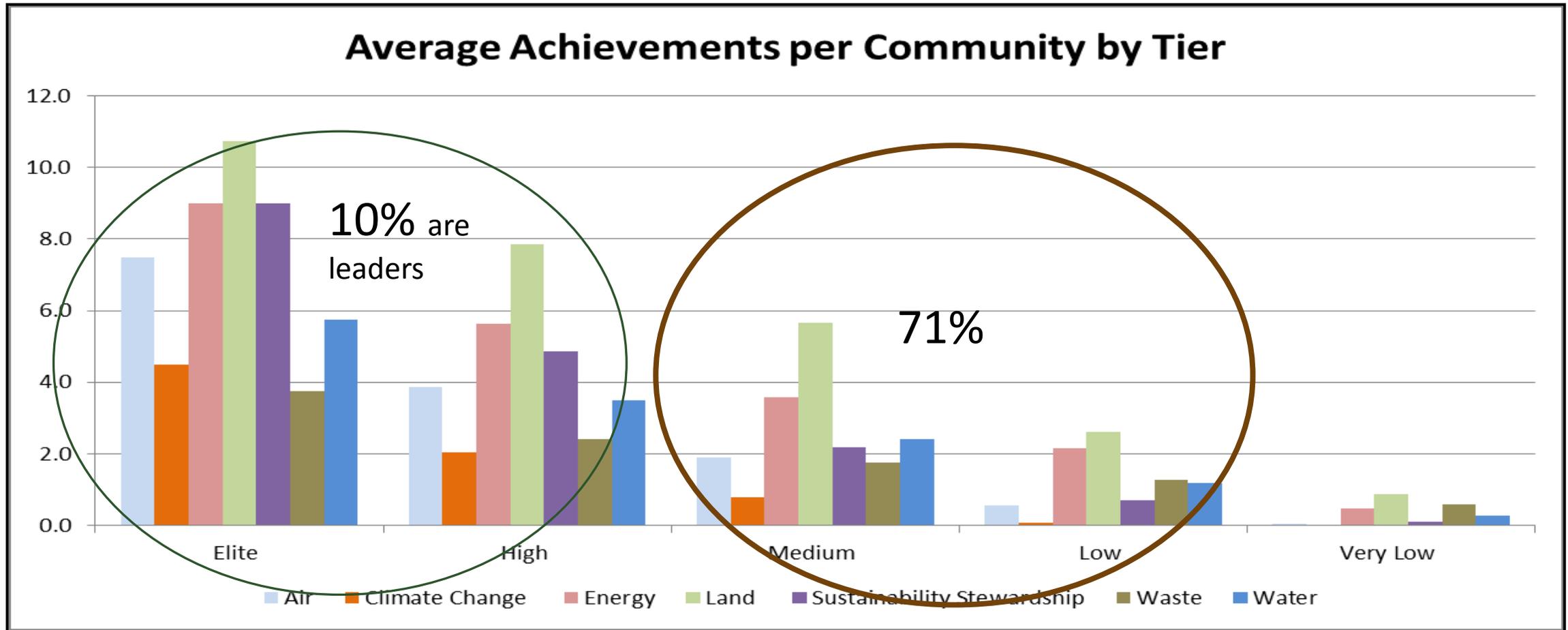
*TO ANSWER THOSE QUESTIONS -*

- Inventoried environmental achievements for every municipality

# Results – the Region is Quite Green!



# Most communities are making efforts



# Building the GRC2

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1. What is already planned?
2. What are common priorities?

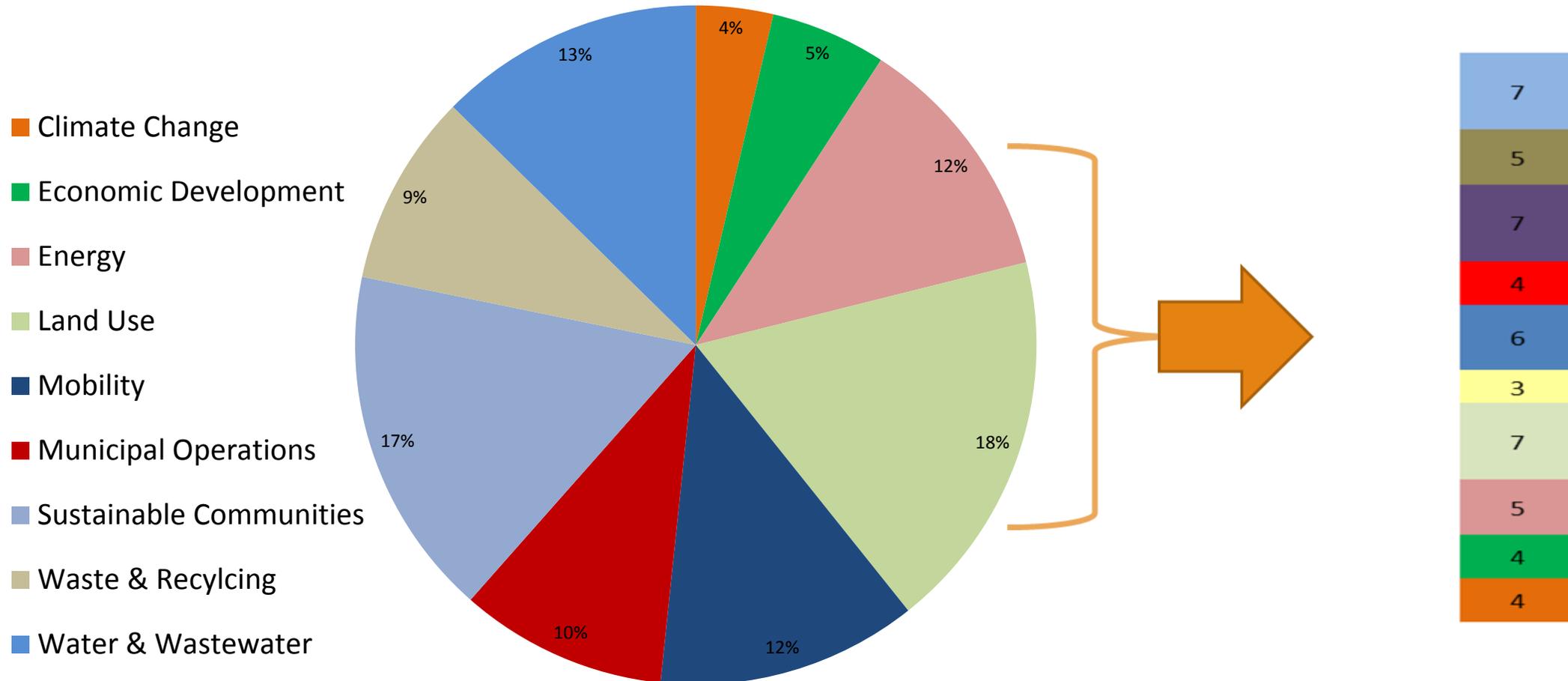
*TO ANSWER THOSE QUESTIONS -*

- Analyzed existing sustainability plans
  - 30 local plans
  - 9 regional/national plans
  - 1149 specific sustainability goals

# Consensus GRC2 Goals

From ALL Sustainability Goals

To GRC2 Goals





# Greenest Region Compact 2

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ADVANCING SUSTAINABILITY IN COMMUNITIES AND THE REGION  
IN THREE PARTS

# Part 1 - The Greenest Region Compact 2



## Consensus Sustainability Goals in 10 Categories



Climate



Economic Development



Energy



Land



Leadership



Mobility



Municipal Operations



Sustainable Communities



Water



Waste

▪ **Please endorse the Compact!**

# Part 2 - The GRC2 Framework

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## Compilation of all Common Objectives, Strategies

- From all plans
- Aligns with regional, national, global objectives
- Links to resources & existing programs
- Offers steps to achieve GRC2 Goals
- To use - Select suitable objectives
- Can be the Framework for your own sustainability plan

# Part 3 - GRC2 Sustainability Network

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## Supportive programs to realize GRC2 goals

### Planned -

- Guide resources to GRC2 adopters
- Track achievement of specific goals
- Tiered recognition program

### Sustainability Network

- Will leverage resources & create pathways

# Acknowledgements

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- The Searle Funds at the Chicago Community Trust
- Metropolitan Mayors Caucus Environment Committee

Blue Island

Cary

Chicago

Des Plaines

Evanston

Fox River Grove

Frankfort

Hazel Crest

Highland Park

Hoffman Estates

Lakewood

Lemont

Lombard

Niles

Northlake

Rockford

Sauk Village

Schaumburg

Streamwood

Villa Park

Westchester

Woodridge

Barrington Area Council of Governments

DuPage Mayors & Managers Conference

Northwest Municipal Conference

South Suburban Mayors & Mgrs Conference

Will County Government League



# And these organizations offered expertise and guidance

360 Energy Group  
Active Transportation Alliance  
AECOM  
Alliance for the Great Lakes  
American Planning Association, Illinois Chapter  
Argonne National Laboratory  
Barrington Area Council of Governments  
CB&I  
Chicago Metropolitan Agency for Planning  
Chicago Wilderness  
ComEd  
Cook County  
DuPage County  
Elevate Energy  
Energy Choices  
Energy Resources Center  
Engineering Enterprises, Inc  
Environmental Law and Policy Center  
Federal Emergency Management Agency  
Grand Victoria Foundation  
Huff and Huff  
Illinois Association of Wastewater Agencies  
Illinois Clean Energy Community Foundation  
Illinois Department of Commerce and Economic Opportunity  
Illinois Department of Natural Resources  
Illinois Emergency Management Agency

Illinois Environmental Protection Agency  
Illinois Parks and Recreation Association  
Illinois Recycling Association  
Illinois Sustainable Technology Association  
Illinois Indiana Sea Grant  
Meadows Center for Water and the Environment  
Metropolitan Planning Council  
Metropolitan Water Reclamation District  
Midwest Ecological Landscape Alliance  
Midwest Pesticide Action Center  
Moraine Valley Community College  
Nicor  
Openlands  
Prairie State Network  
Seven Generations Ahead  
Sierra Club  
Solid Waste Agency of Northern Cook County  
South Metropolitan Higher Education Consortium  
South Suburban Mayors and Managers Association  
The Chaddick Institute at DePaul University  
The Chicago Community Trust  
The Power Bureau  
University of Illinois, Environmental Law Department  
US Conference of Mayors  
US Environmental Protection Agency  
US Green Building Council  
Will County

THANK YOU!

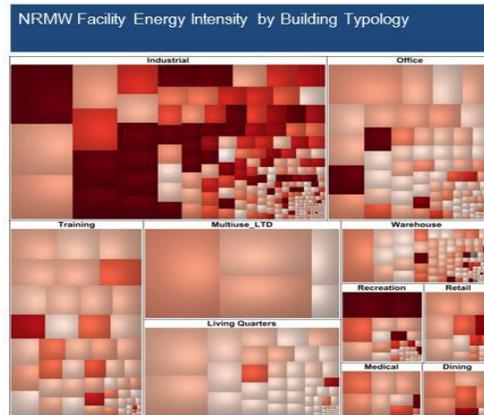


# Project Overview

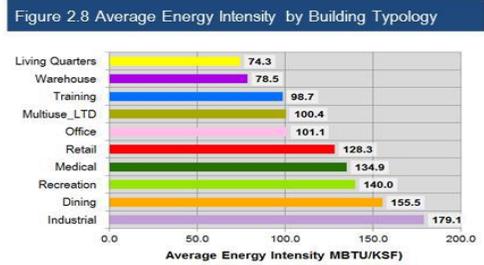


←—————→

\$150,000 Planning Grant



Size of Rectangle: Total Energy Use (MBTU/Yr)  
Color: Energy Intensity (MBTU / ksf)



# Match GRC2 Priorities to Funding and Technical Support

- Support member priorities
- Inventory funding sources and leverage public and private dollars
- Identify project typologies
- Prepare program design and implementation plan



**FUNDING STRATEGIES**

# Program Design and Implementation Plan

Technical Assistance Support  
For Each Program Type

Specific Funding Approaches

Performance Metrics



***PROGRAM DESIGN, IMPLEMENTATION PLAN, SCHEDULE AND BUDGET***



## The Framework



March 2016

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## The Framework

The details of the Framework are organized around the 10 categories and 49 consensus goals of the Compact.

The 10 categories are:



Climate



Economic Development



Energy



Land Use



Leadership



Mobility



Municipal Operations



Sustainable Communities



Water



Waste & Recycling

The Greenest Region Compact 2 presents consensus goals for environmental sustainability to be addressed by local municipalities, yet will have coordinated, positive impacts on a much larger scale.

Municipalities throughout the region are invited to formally endorse the Greenest Region Compact 2 and work in concert to achieve its goals. *(See the complete Greenest Region Compact 2 and sample municipal resolution in the Appendix.)*

The Greenest Region Compact 2 (GRC2) Framework is the companion document that provides suggested objectives, strategies and tools to help communities achieve consensus goals of the Greenest Region Compact 2.

### Introduction

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The Framework is built on 30 sustainability plans and guiding documents already in use by Illinois municipalities. It also incorporates more than 10 documents from regional, national or global organizations that are widely used to guide sustainable municipal actions *(See Appendix)*. More than 1150 actual sustainability goals and objectives are synthesized into this Framework resulting in a broad and comprehensive guidance for municipal sustainability. Fundamentally, the Framework is built from goals and actions that are broadly applicable and suited to municipal action.

Dozens of partners, advisors and stakeholder groups contributed additional objectives, strategies and tools supportive of the consensus GRC2 goals, and for this we are grateful. *(See Appendix)* These contributions help connect the consensus goals to achieve greater positive impacts at the regional, state, national and global levels. Many of the partner programs cited in the Framework offer assistance and guidance to help municipalities achieve GRC2 objectives, thus creating a synergy between local efforts and existing resources.

For more information on the GRC2 methodology, see the full report: [Greenest Region Compact, Opportunities + Impact, Metropolitan Mayors Caucus, 2014.](#)

## How to Use the GRC2 Framework

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The Framework can guide municipalities of all sizes and strengths towards sustainability actions. For communities with no formal sustainability plan, the extensive Framework offers a menu of options that could be used to construct a local, tailored sustainability plan. Communities can begin by assessing actions already accomplished and underway. Then they may choose priority objectives and strategies on which they will begin work. The Framework is broadly applicable to most communities so users will need to refine and tailor objectives and strategies to suit. Municipalities may choose as many of the goals and objectives as they wish and address them on their own timeline.

Communities currently guided by their own sustainability plans will likely recognize specific goals and elements of their own plans in the Framework. The Framework may offer additional options for achieving their established goals, or suggestions for updating an existing plan.

### Framework Structure

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The following pages are formatted to prompt self-assessment and guide preliminary selection of priority objectives and strategies.

The Framework is structured to expand on the GRC2 Compact goals in each category (column C). **Objectives** are adjacent (column E) to each GRC2 goal and are labeled for reference, i.e., E10 is the tenth objective in the Energy (E) category.

**Strategies** are preceded with the symbol “>” and labeled with an additional letter, i.e. E10b as they relate to the numbered objective. Not every objective is paired with specific strategies.

**Advanced strategies** are preceded with the symbol “+”. These are extra, progressive steps, usually suggested by stakeholders, that communities may wish to take to advance certain GRC2 goals.

**Links to resources**, such as certification programs or model ordinances, which may be considered tactics, are offered for some objectives and strategies. These are indicated by the hyperlink, “Y” in column M-O.

Assessment of the relevance and priority of each objective and strategy may be guided by prompts in columns F-L.

Because the nature of sustainability is its inter-relationship of social, economic and environment elements, objectives and strategies are also interrelated. Actions to improve land stewardship will improve water resources; improved active transportation choices will enhance healthy lifestyles and more. Therefore, actions with complementary outcomes may be found in different sections of the Framework. Policy, Stewardship and Outreach and Education are common elements in nearly every category.

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## Acknowledgements

The Greenest Region Compact 2 and companion Framework have been made possible due to the generous support of the Searle Funds at The Chicago Community Trust. The Environment Committee of the Metropolitan Mayors Caucus, under the leadership of John Ostenburg, Mayor, Village of Park Forest and Barrett Pedersen, Mayor, Franklin Park, has guided this work. The Executive Board is gratefully acknowledged for leading the Caucus staff and committees.

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## Greenest Region Compact 2 and the Future Sustainability Network

The Metropolitan Mayors Caucus plans future supportive programs and resources to accelerate community actions in pursuit of the GRC2 consensus goals. A future Sustainability Network will develop pathways and leveraging strategies to develop capital sustainability projects. Future metrics, a reporting mechanism, and recognition for participating communities, is also planned.

	A	B	C	D	E	F	G	H	I	J	K	L	M			
1	A	B	C	D	E	F	G	H	I	J	K	L	M			
2		Goal Category			<b>OBJECTIVE</b>	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource			
3				> STRATEGY												
4				<b>GOAL</b>	+ ADVANCED STRATEGY											
5																
6	CLIMATE	Greenhouse Gas Emissions	Reduce greenhouse gas emissions	C1	Establish a Greenhouse Gas (GHG) emission reduction target:											
7				C1a	>Utilize US EPA's Local Climate Action Framework to plan and evaluate climate strategies										<a href="#">Y</a>	
8				C2	Measure and monitor GHG emissions											<a href="#">Y</a>
9				C2a	>Measure and monitor GHG from municipal operations											
10				C2b	>Measure and monitor GHG community wide											
11				C+3	+ Verify and report climate action to Carbonn Climate Registry											<a href="#">Y</a>
12				C+4	+ Participate in carbon offset program											
13				C+5	+ Commit to the Compact of Mayors											<a href="#">Y</a>
14		Air Quality	Maintain clean and healthful air	C6	Regulate burning of landscape waste											
15				C7	Facilitate compliance of federal air quality standards by businesses											
16				C8	Participate in Illinois Partners for Clean Air										<a href="#">Y</a>	
17				C9	Discourage the use of high-emitting small engines, such as for landscaping											
18	C10			Reduce volatile organic compound (VOC) emissions for municipal operations by using low VOC cleaners, paints, and paving practices												
19	Resiliency	Develop resiliency to climate change impacts	C11	Establish policies to meet Illinois Dept of Public Health Indoor Air quality standards									<a href="#">Y</a>			
20			C12	Coordinate resiliency efforts with federal, state and regional planning agencies												
21			C12a	>Prepare Pre-Disaster Hazard Mitigation Plan										<a href="#">Y</a>		
22			C13	Collaboratively manage urban heat islands												
23			C+14	+ Assess infrastructure and public safety threats from extreme weather events											<a href="#">Y</a>	
24	Education & Outreach	Engage the community in climate change mitigation and adaptation	C+15	+ Develop a resiliency plan to protect assets, public health, and provide essential services through natural and man-made disasters									<a href="#">Y</a>			
25			C16	Educate the public about climate change										<a href="#">Y</a>		
26			C17	Participate in Cool Communities										<a href="#">Y</a>		
				C18	Inform the community about air quality index and air pollution action days								<a href="#">Y</a>			

ECONOMIC DEVELOPMENT	Goal Category	 <b>GOAL</b>	OBJECTIVE		Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource	
			> STRATEGY										
			+ ADVANCED STRATEGY										
Workforce Development	Promote innovation and a competitive workforce	ED1	Connect local businesses with education training, and jobs related to sustainability									<a href="#">Y</a>	
		ED2	Advocate for the development of a competitive 'green workforce'										
ED3		Advocate for new opportunities in the clean energy industry											<a href="#">Y</a>
Innovation	Cultivate local and sustainable development, jobs, and businesses	ED4	Encourage green innovation among residents and local businesses										
		ED5	Collaborate to support innovation centers										<a href="#">Y</a>
ED6		Attract and retain businesses that practice and promote sustainability											<a href="#">Y</a>
Green Economy	Cultivate local and sustainable development, jobs, and businesses	ED7	Recognize and support businesses who practice and promote sustainability										<a href="#">Y</a>
		ED8	Promote local goods and services										
		ED9	Create and promote a community brand featuring natural resources or cultural characteristics of community										<a href="#">Y</a>
Policy	Cultivate local and sustainable development, jobs, and businesses	ED10	Promote tourism featuring natural and cultural assets of the community										<a href="#">Y</a>
		ED11	Promote the economic prosperity of the community										
		ED12	Advocate for expanded job opportunities and sufficient wages										

ENERGY

A	B	C	D	E	F	G	H	I	J	K	L	M	
	Goal Category			<b>OBJECTIVE</b>									
		<b>GOAL</b>		> STRATEGY	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource	
				+ ADVANCED STRATEGY									
ENERGY	Energy Efficiency	<i>Use energy for building and facilities efficiently</i>	E1	> Conduct energy audits of municipal facilities								<a href="#">Y</a>	
			E2	<b>Support energy audits and retro-commissioning studies of residential, commercial and institutional facilities</b>									<a href="#">Y</a>
			E3	> Conduct retro-commissioning studies to optimize public facility performance									<a href="#">Y</a>
			E4	> Implement operational changes recommended in the retro-commissioning study									
			E5	<b>Implement energy efficiency measures that have a short-term payback (i.e. lighting, occupancy sensors)</b>									<a href="#">Y</a>
			E6	<b>Implement energy efficiency measures that have a longer-term payback</b>									
			E7	<b>Collaborate with utilities and other agencies to upgrade streetlight equipment and integrate smart technologies</b>									
			E8	<b>Achieve ENERGY STAR certification for municipal buildings</b>									<a href="#">Y</a>
			E+9	<b>+ Utilize performance contracts to finance large energy efficiency projects</b>									<a href="#">Y</a>
			E+10	<b>+ Demonstrate extreme energy efficiency with a model Passivhaus building</b>									<a href="#">Y</a>
			E+11	<b>+ Budget and plan for long-term energy efficiency equipment upgrades</b>									
	Renewable Energy	<i>Advance renewable energy</i>	E12	<b>Install and operate renewable energy systems at municipal facilities</b>									
			E12a	> Use power purchase agreements, leasing and other strategies to finance renewable energy systems									<a href="#">Y</a>
			E13	<b>Support the adoption of renewable energy technologies in the community</b>									
			E13a	>Adopt codes and permitting practices that support renewable energy systems in the community									
			E13b	> Facilitate access to renewable energy systems through collaborative purchasing for residents and business									<a href="#">Y</a>
			E14	<b>Procure renewable energy for public facilities</b>									<a href="#">Y</a>
			E14a	>Become a US EPA Green Power Community									<a href="#">Y</a>
			E15	<b>Support procurement of renewable energy through community choice aggregation</b>									<a href="#">Y</a>
	E16	<b>Develop renewable energy capacity targeting underutilized public properties (i.e. brownfields)</b>											
	E+17	<b>+ Collaborate to provide access to community solar</b>										<a href="#">Y</a>	

ENERGY

A	B	C	D	E	F	G	H	I	J	K	L	M	
		 <b>GOAL</b>		<b>OBJECTIVE</b>  > STRATEGY  + ADVANCED STRATEGY	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource	
ENERGY	Energy Management	Reduce energy consumption	E18	Power down equipment when possible									
			E19	Participate in demand response programs									
			E20	Track and benchmark energy consumption through ENERGY STAR Portfolio Manager									<a href="#">Y</a>
			E21	Utilize energy management expertise (i.e. Building Operator Certification and Certified Energy Manager)									<a href="#">Y</a>
			E22	Participate in energy management challenges and programs									<a href="#">Y</a>
			E+23	+ Utilize performance contracts to finance energy efficiency projects when feasible									<a href="#">Y</a>
	Policy	Enact policies that support clean energy	E24	Adopt current Illinois Energy Conservation Code (IECC) and report compliance									<a href="#">Y</a>
			E25	Facilitate the adoption of renewable energy technologies (i.e. solar, geothermal) by adapting building and zoning codes									
			E+26	+ Collaborate to advance Property Assessed Clean Energy (PACE) policies									<a href="#">Y</a>
			E+27	+ Adopt 'stretch codes' setting higher standards for energy efficiency than IECC									<a href="#">Y</a>
			E+28	+ Enact an ordinance requiring periodic benchmarking for large energy users									<a href="#">Y</a>
	Education & Outreach	Engage the community in clean energy practices	E29	+ Negotiate franchise agreement with utilities to exercise lump sum payment option to finance clean energy									
			E30	Partner with electric and gas utilities to promote energy efficiency programs to the community									<a href="#">Y</a>
E31			Promote the use of ENERGY STAR certified appliances and equipment									<a href="#">Y</a>	
E32			Publicly recognize institutional and private buildings that achieve a specific energy efficiency targets										
			E33	Collaborate to educate the community about clean energy options							<a href="#">Y</a>		

LAND

A	B	C	D	E	F	G	H	I	J	K	L	M		
LAND	Goal Category	  <b>GOAL</b>	<b>OBJECTIVE</b>		Already achieved In Progress Planned for next 6 months Planned for next 12-18 months Interested in pursuing Not planned Not relevant Link to Resource									
			> STRATEGY											
			+ ADVANCED STRATEGY											
	Sustainable Development	Encourage strategic development that upholds sustainability principles	L1	<b>Reduce sprawl by promoting infill development to reduce adverse impacts on natural resources and infrastructure demands</b>									<a href="#">Y</a>	
			L1a	>Encourage the development of compact and complete residential neighborhoods										
			L1b	>Protect greenfields and open space										
			L1c	>Redevelop underutilized or contaminated properties									<a href="#">Y</a>	
			L2	<b>Prioritize redevelopment projects and infrastructure investment for transit-served locations</b>									<a href="#">Y</a>	
			L2a	>Pursue transit oriented development and transit-supportive land uses in new development										
			L2b	>Seek public-private partnerships to create transit-oriented developments										
			L3	<b>Collaborate with neighboring communities to jointly create sustainable developments</b>										
			L4	<b>Encourage conservation design to protect natural resources</b>									<a href="#">Y</a>	
			L5	<b>Promote Sustainable Sites Certification for commercial and institutional landscapes</b>									<a href="#">Y</a>	
L6	<b>Integrate resiliency into land development decisions</b>									<a href="#">Y</a>				
L7	<b>Support local food production by assuring access to affordable land</b>													
L8	<b>Evaluate proposed developments for on groundwater levels and water quality.</b>													

LAND

A	B	C	D	E	F	G	H	I	J	K	L	M	
	Goal Category	  <b>GOAL</b>		<b>OBJECTIVE</b>	Already achieved In Progress Planned for next 6 months Planned for next 12-18 months Interested in pursuing Not planned Not relevant Link to Resource								
				> STRATEGY									
				+ ADVANCED STRATEGY									
LAND	Land Preservation	Conserve restore and enhance natural features and ecosystems	L9	Using data such as the Green Infrastructure Vision and the Illinois Natural Areas Inventory, watershed plans, identify key natural assets, landscape features, parcels with high value for connectivity and ecosystem function								<u>Y</u>	
			L10	Conserve key natural assets and open space									
			L10a	>Through direct acquisition and management									<u>Y</u>
			L10b	>Through collaborations and cooperative agreements such as conservation easements									<u>Y</u>
			L11	Guide future development to conserve natural topography, views, drainage patterns, existing vegetation, and historic or cultural assets									
			L12	Prioritize the acquisition, dedication and management of lands to create connected greenways									<u>Y</u>
			L13	Prioritize the acquisition of land to protect groundwater recharge areas									
			L14	Manage public and private landscapes to optimize ecosystem services and support biodiversity									<u>Y</u>
			L14a	>Collaborate to restore prairie, wetland, forest and other important ecosystems in the community									
			L14b	>Monitor and control invasive species in natural areas and throughout the community									<u>Y</u>
			L14c	>Ensure long-term maintenance and management of protected natural areas within Conservation Design development									
			L15	Protect and restore soil integrity									
L15a	>Enforce soil erosion and sediment control regulations for construction sites												

LAND

A	B	C	D	E	F	G	H	I	J	K	L	M	
	Goal Category	  <b>GOAL</b>		<b>OBJECTIVE</b>	<b>Already achieved</b> <b>In Progress</b> <b>Planned for next 6 months</b> <b>Planned for next 12-18 months</b> <b>Interested in pursuing</b> <b>Not planned</b> <b>Not relevant</b> <b>Link to Resource</b>								
				> STRATEGY									
				+ ADVANCED STRATEGY									
LAND	Parks & Open Space	<i>Support networks of accessible, well-used and enjoyable parks</i>	L16	<b>Develop a park and open space master plan</b>									
			L17	<b>Maximize the amount of public spaces and parks accessible to residents</b>									
			L17a	>Collaborate to provide access to under-utilized land (i.e. utility right of ways) for trails, community gardens, and sustainable landscapes									
			L17b	>Optimize linkages between parks and open spaces									
			L17c	>Work with developers to integrate and develop open space reserves and trails in developments									
			L17d	>Collaborate with private property owners to create vibrant public gathering spaces (placemaking)								<u>Y</u>	
			L18	<b>Enhance parks, open space, and recreational opportunities accessible to all residents</b>									
			L18a	>Collaborate with park and forest preserve districts									
			L18b	>Collaborate to create and maintain hiking, biking, canoe and other recreational trails									
			L18c	>Collaborate to provide accessible recreational services involving parks and open space									
L19	<b>Foster healthy community relationships through the use of open space</b>												

LAND

A	B	C	D	E	F	G	H	I	J	K	L	M		
	Goal Category			<b>OBJECTIVE</b>	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource		
		<b>GOAL</b>	> STRATEGY											
			+ ADVANCED STRATEGY											
LAND	Urban Forestry	<i>Sustain a robust urban forest canopy</i>	L20	<b>Conduct a community wide urban tree canopy assessment or collaborate on a regional study</b>										
			L21	<b>Conduct an inventory and assessment of trees on public right of ways</b>										
			L22	<b>Develop and implement a management plan to assure a long term vitality of the urban forest</b>									<u>Y</u>	
			L23	<b>Maintain the health and integrity of existing trees</b>										
			L23a	>Maintain the health of trees on public right of ways										
			L23b	>Collaborate with utilities to maintain trees compatible with overhead powerlines										<u>Y</u>
			L23c	>Practice integrated pest management to sustain urban forest health										<u>Y</u>
			L23d	>Assess structural integrity of trees and proactively mitigate risks through strategic removal and other actions										<u>Y</u>
			L24	<b>Plant trees to sustain and renew the urban forest</b>										<u>Y</u>
			L24a	>Continually plant hardy, site-appropriate trees to meet tree canopy goals										<u>Y</u>
			L24b	>Engage resident in public stewardship through cost-share planting programs										
			L24c	>Using canopy analysis data, strategically plant trees to optimize public health and stormwater benefits										
			L25	<b>Diversify the urban forest for long term resilience</b>										
			L26	<b>Earn recognition for urban forest stewardship as a Tree City USA</b>										<u>Y</u>
			L27	<b>Harvest and utilize high value wood products from trees that must be removed</b>										<u>Y</u>
L+28	<b>+ Optimize tree planting and protect existing trees for maximum carbon storage/sequestration and energy savings</b>										<u>Y</u>			

LAND

A	B	C	D	E	F	G	H	I	J	K	L	M	
	Goal Category	  <b>GOAL</b>		<b>OBJECTIVE</b>	Already achieved In Progress Planned for next 6 months Planned for next 12-18 months Interested in pursuing Not planned Not relevant Link to Resource								
				> STRATEGY									
				+ ADVANCED STRATEGY									
LAND	Landscapes	<i>Sustain beautiful landscapes that provide ecosystem services</i>	L29	<b>Manage traditional, cultivated landscapes sustainably</b>									
			L29a	>Replace turf with sustainable landscaping alternatives									
			L29b	>Manage lawns using natural products and low-impact practices									
			L29c	>Encourage community-wide use of integrated pest management to reduce impacts from fertilizers and pesticides									
			L29d	>Use integrated pest management strategies for municipal landscapes to reduce impacts from fertilizers and pesticides									<u>Y</u>
			L30	<b>Increase the quality and amount of sustainable landscaping in the community</b>									
			L30a	>Use native and sustainable landscaping on municipal properties									
			L30b	>Promote native and sustainable landscaping initiatives community wide by connecting residents to plants and information									<u>Y</u>
			L30c	>Increase the amount of sustainable landscaping in the community through subdivision and development codes									
			L30d	>Encourage planting and registering of pollinator gardens through the Million Pollinator Garden Challenge									<u>Y</u>
			L31	<b>Maintain beautiful landscapes and streetscapes to enhance gateways, business districts and important public spaces</b>									<u>Y</u>

LAND

A	B	C	D	E	F	G	H	I	J	K	L	M	
	Goal Category		GOAL	OBJECTIVE	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource	
				> STRATEGY									
				+ ADVANCED STRATEGY									
LAND	Policy	Achieve greater livability through sustainable land use and housing policies	L32	<b>Adopt codes and incentives that guide sustainable development that maximizes social benefits and minimizes infrastructure demands</b>									
			L32a	>Modify zoning and building regulations to allow mixed-use									
			L32b	>Use zoning and development regulations in strategic locations to increase walkability									
			L32c	>Promote site design that encourages the development of vibrant, walkable, commercial areas									
			L33	<b>Enact and enforce land use policies that protect valuable natural assets and support resiliency</b>									
			L33a	>Enact and enforce land-use policies that preserve open space									
			L33b	>Enact and enforce policies that preserve and restore functioning wetlands									
			L33c	>Enact policies that require conservation design best management practices to protect natural resources									<u>Y</u>
			L33d	>Protect sensitive aquifer areas via land use regulations									
			L33e	>Protect key natural assets and open space through zoning and planned unit developments									
			L33f	>Enact and enforce a tree preservation ordinance to protect valuable trees on private property									
			L34	<b>Integrate resiliency strategies into development policies and plans</b>									<u>Y</u>
			L35	<b>Facilitate the retention of farms and other working lands</b>									
			L36	<b>Enact an ordinance that requires ample sustainable tree and landscape planting for new development and redevelopments</b>									
L37	<b>Collaborate with state and federal partners to prepare for and respond to invasive pest threats</b>									<u>Y</u>			

LAND

A	B	C	D	E	F	G	H	I	J	K	L	M		
	<b>Goal Category</b>	  <b>GOAL</b>		<b>OBJECTIVE</b>	Already achieved In Progress Planned for next 6 months Planned for next 12-18 months Interested in pursuing Not planned Not relevant Link to Resource									
				> STRATEGY										
				+ ADVANCED STRATEGY										
<b>LAND</b>	Education, Outreach & Engagement	Cultivate a conservation ethic in the community	L38	Engage the community in programs and special events to celebrate nature, such as Arbor Day and Earth Day								<a href="#">Y</a>		
			L39	Educate the community about the value of trees, native and sustainable landscaping										
			L40	Engage community volunteers in land stewardship activities on public and shared landscapes										<a href="#">Y</a>
			L41	Educate city staff about forest, wetlands and prairie best management practices										
			L42	Encourage beautiful, sustainable landscaping on private property										<a href="#">Y</a>
			L43	Enlist volunteer groups to help in acquisition and stewardship of public lands										<a href="#">Y</a>
			L44	Engage residents through a natural resources, conservation and/ or tree commission										
			L45	Educate planning commissioners about sustainable development principles and conservation strategies										
			L46	Engage local farmers to adopt conservation practices										

LEADERSHIP

A	B	C	D	E	F	G	H	I	J	K	L	M	
	Goal Category	  <b>GOAL</b>		<b>OBJECTIVE</b>  > STRATEGY  + ADVANCED STRATEGY	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource	
LEADERSHIP	Leadership		<i>Enlist support for GRC2 goals through regional, state and national leadership</i>	L1	Engage with academia and non-governmental organization to support the GRC2								
				L2	Engage with state and national municipal associations to align actions with GRC2								
		L3		Report local and regional environmental data to advance national and international collaborative efforts (e.g., GHG reporting, water supply planning)									
		L4		Share information about municipal leadership in sustainability broadly in the community and externally									
		L5		Seek recognition for community sustainability achievements									<a href="#">Y</a>
	Advocacy	<i>Advocate for policies that align with and advance the GRC2</i>	L6	Advocate for state policies and investment that support municipal advances in sustainability									
			L7	Advocate for federal policies and investment that support municipal advances in sustainability									
			L8	Seek collaboration with the business sector to support municipal sustainability, (e.g., product stewardship)									<a href="#">Y</a>
	Collaboration	<i>Work collaboratively towards a sustainable region</i>	L9	Partner with other local governments to achieve efficiency and sustainability									
			L10	Participate with regional, state and federal initiatives to plan and achieve sustainability									
			L11	Partner with non-governmental organization to advance sustainability in the community and regionally									

MOBILITY

A	B	C	D	E	F	G	H	I	J	K	L	M		
MOBILITY	Goal Category			<b>OBJECTIVE</b>	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource		
		<b>GOAL</b>		> STRATEGY										
				+ ADVANCED STRATEGY										
		Bike and Pedestrian	<i>Support safe and effective active transportation</i>	M1	Identify gaps in pedestrian and the bicycle networks and barriers to active modes of travel								<a href="#">Y</a>	
				M2	Create a bicycle and pedestrian plan to improve connectivity in the community and beyond									
				M3	Implement recommendations from the bicycle and pedestrian plan									<a href="#">Y</a>
				M3a	>Earn Bicycle Friendly Community designation									<a href="#">Y</a>
				M3b	>Earn Walk Friendly Community designation									<a href="#">Y</a>
				M4	Collaborate with regional partners to connect on-and off-road bicycle facilities with existing and planned regional trail networks									
		M5	Provide bicycle parking at municipal facilities, business districts and transit stations and in neighborhoods										<a href="#">Y</a>	
		Transportation Infrastructure	<i>Maintain a diverse, safe and efficient transportation network</i>	M6	Maintain streets and sidewalks for efficiency and safety without harming natural resources									
				M7	Maintain efficient traffic flow within and around the community									
				M8	Synchronize traffic signals to reduce vehicle idling									
				M9	Incorporate sustainable roadways into capital improvement planning, proactively plan for major transportation infrastructure improvements									
	M10			Collaborate to develop transportation infrastructure with context sensitivity									<a href="#">Y</a>	
	M11			Coordinate with regional transportation agencies to maximize bicycle, pedestrian, vehicular transit, and rail connectivity and mobility										
	M12			Collaborate to provide alternative fuel infrastructure at public sites										
	M13			Incorporate trees and other green infrastructure elements into roadway design and maintenance for functionality and aesthetics										
	M+14	+ Use the Envision checklist and infrastructure sustainability rating system to guide project development										<a href="#">Y</a>		

MOBILITY

A	B	C	D	E	F	G	H	I	J	K	L	M
	Goal Category			<p><b>OBJECTIVE</b></p> <p>&gt; STRATEGY</p> <p>+ ADVANCED STRATEGY</p>	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource
		<b>GOAL</b>										
MOBILITY	Stewardship	<i>Support efficient transportation that uses resources wisely</i>	M15	Support regional transportation innovation								
			M16	Support coordinated investment to improve efficiency in passenger and freight railroads								
			M17	Collaborate to support a network of alternate fueling infrastructure								
			M18	Advocate for broad adoption of clean fuel fleets (i.e utilities, businesses, other agencies etc.)								
			M19	Support strong national fuel efficiency standards								
			M20	Seek both public and private partnership to finance transportation system improvements								
			M21	Strategically manage parking policies and priorities to advance sustainability								<a href="#">Y</a>
			M22	Create Safe Routes to School								<a href="#">Y</a>
	Policy	<i>Integrate sustainability into transportation policies, programs and regulations</i>	M23	Enact and enforce anti-idling policies for public fleet vehicles								
			M24	Designate no idling zones at schools, transit stations etc.								
			M25	Adapt engineering standards to incorporate sustainable practices into roadway construction and maintenance while assuring public safety								
			M26	Adapt building codes to accommodate and encourage alternate fuel infrastructure								
			M27	Adopt a Complete Streets policy to benefit all road users								<a href="#">Y</a>
			M28	Revise subdivision code to promote active transportation, i.e., street sanctions that require bicycle facilities and sidewalks								<a href="#">Y</a>
	Shared-use Mobility	<i>Promote public and sustainable transportation choices</i>	M29	Collaborate to maintain and enhance transit facilities								
			M30	Collaborate to expand regional transit capacity and improve service								
			M31	Expand local transit connections to meet identified needs								
			M32	Collaborate to provide multi-modal transportation options to resolve the first and last mile barrier								
			M33	Encourage municipal employees to use alternative modes of transportation to commute to work								
	Education & Outreach	<i>Promote public and sustainable transportation choices</i>	M34	Encourage residents and visitors to walk and bike								<a href="#">Y</a>
			M35	Promote the availability of regional transit options								<a href="#">Y</a>
			M36	Collaborate with the community's largest employers to offer flex scheduling, telecommuting, public and active transportation								
M37			Educate the community on the negative impacts of car idling									
M38			Advocate for mass transit funding									
M39			Encourage active transportation and community building in an open streets event								<a href="#">Y</a>	

MUNICIPAL OPERATIONS

A	B	C	D	E	F	G	H	I	J	K	L	M		
	Goal Category	 <b>GOAL</b>		<b>OBJECTIVE</b>  > STRATEGY  + ADVANCED STRATEGY	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource		
<b>MUNICIPAL OPERATIONS</b>	Lead by Example	<i>Lead by demonstrating sustainable values and practices</i>	<b>MO1</b>	Support or create an interdisciplinary team to coordinate internal sustainability efforts										
			<b>MO2</b>	Dedicate staff to direct sustainability initiatives										
			<b>MO3</b>	Leverage state/federal and private grants and resources to advance sustainability										
			<b>MO4</b>	Educate and train staff on sustainability practices										
			<b>MO5</b>	Achieve third party certification for sustainable public facilities										<a href="#">Y</a>
			<b>MO5a</b>	>Achieve LEED or Green Globes certification for public buildings										<a href="#">Y</a>
			<b>MO5b</b>	>Achieve Sustainable Sites Certification for public landscapes										<a href="#">Y</a>
			<b>MO5c</b>	>Achieve ENVISION certification for public infrastructure										<a href="#">Y</a>
			<b>MO6</b>	Formalize sustainability goals and plans										
			<b>MO6a</b>	>Adopt the Greenest Region Compact 2										<a href="#">Y</a>
			<b>MO6b</b>	>Use the GRC2 Framework to create a sustainability plan and formally adopt it										<a href="#">Y</a>
			<b>MO+7</b>	Consolidate and/or share the delivery of public services with other local governments										<a href="#">Y</a>
			<b>MO+8</b>	+ Establish municipal finance practices to re-invest cost savings into sustainability initiatives										
Sustainable Operations	<i>Integrate sustainability into all municipal operations</i>	<b>MO9</b>	Adopt an environmental purchasing policy									<a href="#">Y</a>		
		<b>MO10</b>	Extend useful life of physical assets											
		<b>MO11</b>	Manage special events sustainably									<a href="#">Y</a>		
		<b>MO+12</b>	Integrate sustainability into capital planning											
		<b>MO+13</b>	Inventory, assess and manage municipal assets sustainably											

MUNICIPAL OPERATIONS

A	B	C	D	E	F	G	H	I	J	K	L	M			
	Goal Category	  <b>GOAL</b>		<b>OBJECTIVE</b>	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource			
				> STRATEGY											
				+ ADVANCED STRATEGY											
MUNICIPAL OPERATIONS	Municipal Fleet	Operate a safe, clean and efficient fleet	<b>MO14</b>	<b>Operate a safe, clean and efficient fleet</b>											
			<b>MO14a</b>	>Conduct baseline fleet analysis									Y		
			<b>MO14b</b>	>Optimize fleet performance by reconciling tasks and vehicle types											
			<b>MO14c</b>	>Increase fleet efficiency through driver education and training											
			<b>MO14d</b>	>Modify and retrofit vehicles to increase fleet to alternate fuel vehicles										Y	
			<b>MO14d</b>	> Migrate fleet to alternate fuel vehicles										Y	
			<b>MO15</b>	>Certify as an IEPA Illinois Green Fleet										Y	
			<b>MO15</b>	>Join Chicago Area Clean Cities Coalition and report reduction of petroleum fuel consumption annually											Y
			<b>MO+17</b>	<b>+ Collaborate with businesses, industry leaders and other agencies to develop alternative fuel infrastructure</b>											
			Data Management	Collect and manage data to advance sustainability	<b>MO18</b>	<b>Track, analyze and manage data to advance sustainability goals</b>									Y
<b>MO18a</b>	>Establish performance metrics														
<b>MO18b</b>	>Collect and organize data														
<b>MO18c</b>	>Report and share data														
<b>MO18d</b>	>Continue to track and monitor data over time														
<b>MO+10</b>	<b>+ Use 'smart' technology to efficiently manage waste, water, fleet, air and energy data</b>														

SUSTAINABLE COMMUNITIES

A	B	C	D	E	F	G	H	I	J	K	L	M	
	Goal Category			<b>OBJECTIVE</b>									
		<b>GOAL</b>		> STRATEGY	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource	
				+ ADVANCED STRATEGY									
SUSTAINABLE COMMUNITIES	Arts and Culture	<i>Promote cultural vibrancy in the community</i>	SC1	Preserve and maintain the community's historic assets									
			SC2	Integrate historical and cultural assets through community programming									
			SC3	Formalize support for culture and the arts									
			SC4	Engage community volunteers through an arts/culture-oriented citizen advisory group									
			SC5	Foster understanding of diverse cultural traditions									<u>Y</u>
			SC6	Promote beauty and livability in community design, stewardship, and through partnerships									
	Health & Safety	<i>Foster a culture of health, safety and wellness</i>	SC7	Protect all residents from the effects of pollution									
			SC8	Create a community that is resilient and well-prepared for disaster									
			SC9	Connect community members to existing services that support health and wellness									
			SC10	Ensure high quality essential human services programs are available and utilized									
			SC11	Collaborate with state and federal partners to prepare for and respond to pest and disease threats to public health									
			SC12	Collaborate to offer active and healthy lifestyle programs to residents									
			SC+13	+ Support balanced, active play for families									<u>Y</u>
			SC+13a	>Become recognized as a Playful City USA									<u>Y</u>
			SC+14	+ Prioritize safe practices and collaborate to reduce accidental injuries and death									
SC+14a	>Become certified as a Safe Community									<u>Y</u>			
SC+15	+ Integrate planning, policies and programs to accommodate residents of all ages and abilities												

SUSTAINABLE COMMUNITIES

A	B	C	D	E	F	G	H	I	J	K	L	M	
	Goal Category			<b>OBJECTIVE</b>									
				> STRATEGY	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource	
		<b>GOAL</b>		+ ADVANCED STRATEGY									
SUSTAINABLE COMMUNITIES	Local Food	<i>Increase access to sustainably grown local food</i>	SC16	Educate and engage the community in a sustainable food culture									
			SC17	Incorporate local and healthy options into public food-service procurement and events									
			SC18	Support and promote family and community gardens									
			SC+19	+ Analyze and assess the current food system									
			SC+20	+ Support innovative technologies for food production and distribution									
	Social Justice	<i>Sustain community principles that are welcoming, inclusive and equitable</i>	SC21	Cultivate and preserve a welcoming and inclusive community character									
			SC22	Support social justice and equity throughout the community									
			SC23	Promote diversity of housing stock accessible to diverse residents									<a href="#">Y</a>
			SC24	Distribute public services and resources equitably in the community									
	Sustainable Community	<i>Promote a sustainable identity for the community</i>	SC25	Promote third party certification for sustainable private facilities									
			SC25a	>Promote green certification for private buildings									<a href="#">Y</a>
			SC25b	>Promote ENVISION certification for private infrastructure									<a href="#">Y</a>
			SC26	Develop and maintain a community brand that highlights sustainability									<a href="#">Y</a>
			SC26a	>Participate in the Green Office Challenge									<a href="#">Y</a>
			SC+27	+ Assess sustainability achievements relative to comparable cities									
			SC27a	>Participate in the STAR Community Rating System									<a href="#">Y</a>
	SC28	Incentivize green building in new construction and re-construction									<a href="#">Y</a>		
	Policy	<i>Assure local policies and codes support sustainability</i>	SC29	Identify existing Code impediments sustainable building and site best practices									
			SC30	Develop housing policies, programs, and regulations designed to support and promote sustainability									
			SC31	Revise and/or develop codes to promote sustainable building and site practices									
SC32			Enact policies to preserve dark skies									<a href="#">Y</a>	
SC+33			+ Incentivize green building in new construction and re-construction									<a href="#">Y</a>	
SC+34			+ Require third-party green building certification for appropriate new construction										

SUSTAINABLE COMMUNITIES

A	B	C	D	E	F	G	H	I	J	K	L	M			
	Goal Category			<b>OBJECTIVE</b>											
				> STRATEGY	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource			
	<b>GOAL</b>			+ ADVANCED STRATEGY											
SUSTAINABLE COMMUNITIES	Education	<i>Cultivate community values based on principles of sustainability</i>	SC35	Educate the community about sustainability initiatives using existing municipal communication outlets (i.e., cable TV, newsletters)											
			SC36	Assure community education messages are accessible in all languages and formats											
			SC37	Use community festivals, lectures, workshops and other events to share information about sustainability											
			SC38	Distribute sustainability information and resources provided by other allied organizations and government agencies										<a href="#">Y</a>	
			SC39	Collaborate to incorporate sustainability into school curricula											
			SC40	Collaborate to assure equitable access to quality education in the community											
			SC+41	+ Formalize an environmental education strategy											
			SC+42	+ Develop/ distribute a green building manual											
	Outreach and Engagement		SC43	Utilize strategic partnerships with other community organizations to promote sustainability											
			SC44	Participate in regional and national sustainability networks											
			SC45	Encourage the community to participate in sustainability initiatives and events											
			SC46	Establish or strengthen an inter and intra/agency Green Team											
			SC47	Engage residents in sustainability initiatives through an environmentally-focused citizen advisory group											
			SC48	Foster positive communication and collaboration among local and regional institutions											
			SC49	Reach out and remove barriers to include all residents in civic affairs											
			SC50	Host environmentally focused event(s)											
			SC51	Encourage residents and businesses to contribute their time and resources to sustain the community											<a href="#">Y</a>
			SC52	Promote green building practices to residents, businesses and developers											<a href="#">Y</a>
			SC+53	Create an award or recognition program to encourage and report sustainable behaviors for residents at home											<a href="#">Y</a>
			SC+54	Create an award or recognition program to encourage and report sustainable actions by local businesses											<a href="#">Y</a>

WASTE

A	B	C	D	E	F	G	H	I	J	K	L	M	
	Goal Category			<b>OBJECTIVE</b>									
		<b>GOAL</b>		> STRATEGY		Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	
				+ ADVANCED STRATEGY								Link to Resource	
<b>WASTE &amp; RECYCLING</b>	Waste Reduction	<i>Support sustainable material management</i>	<b>WR1</b>	<b>Set a specific waste reduction goal:</b>									
			<b>WR1a</b>	> Set a waste reduction goal for municipal operations									
			<b>WR1b</b>	> Set a waste reduction goal for the community									
			<b>WR2</b>	<b>Promote and practice waste reduction &amp; recycling in municipal operations</b>									
			<b>WR3</b>	<b>Reduce the use of paper in municipal offices</b>									
			<b>WR4</b>	<b>Conduct waste audits to identify waste reduction opportunities</b>									<u>Y</u>
			<b>WR5</b>	<b>Support exchange of goods and services among residents (i.e. Rummage Sale, Sporting Goods Swap)</b>									
			<b>WR+6</b>	<b>+ Adopt a Pay-As-You-Throw program</b>									
	<b>WR+7</b>	<b>Support by-product synergies among industries</b>									<u>Y</u>		
	<b>WR+8</b>	<b>Make public events "zero waste"</b>									<u>Y</u>		
	Recycling	<i>Recycle materials across all sectors</i>	<b>WR9</b>	<b>Establish and strive for specific recycling goals:</b>									
			<b>WR9a</b>	> Establish and strive for a residential recycling goal									
			<b>WR9b</b>	> Establish and strive for a multi-family recycling goal									
			<b>WR9c</b>	> Establish and strive for a commercial & institutional recycling goal									
			<b>WR10</b>	<b>Provide curbside recycling for residents</b>									
<b>WR11</b>	<b>Provide access to recycling infrastructure and services at public places</b>												
<b>WR+12</b>	<b>Support regional efforts for developing a food scrap composting services</b>										<u>Y</u>		
Waste Diversion	<i>Divert waste from landfills</i>	<b>WR13</b>	<b>Collaborate to Support proper disposal of:</b>										
		<b>WR13a</b>	> Support proper disposal of household hazardous waste										
		<b>WR13b</b>	> Support proper disposal of pharmaceutical and personal care product waste										
		<b>WR13c</b>	> Support proper disposal of fats, oils and grease (FOGs)										
		<b>WR13d</b>	> Support proper disposal of electronic waste										
		<b>WR14</b>	<b>Collaborate to provide recycling service for items not suitable for curbside pickup e.g. clothing, shoes, Christmas</b>										
<b>WR15</b>	<b>Facilitate biosolid re-use in the community (e.g. landscaping)</b>										<u>Y</u>		

WASTE

A	B	C	D	E	F	G	H	I	J	K	L	M	
	Goal Category			<b>OBJECTIVE</b>	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to Resource	
		<b>GOAL</b>		> STRATEGY									
				+ ADVANCED STRATEGY									
<b>WASTE &amp; RECYCLING</b>	Policy	<i>Enact policies that cause sustainable material management</i>	WR16	Require commercial & multi-family recycling								<a href="#">Y</a>	
			WR17	Establish a construction & demolition recycling policy									
			WR18	Eliminate policy barriers to on-site composting									
			WR19	Engage with Solid Waste agencies to manage waste sustainably									<a href="#">Y</a>
			WR20	Ban or discourage the use of products resulting in unmanageable waste (e.g. plastic bags)									
	Education & Engagement	<i>Engage the community in waste reduction and recycling</i>	WR21	Educate the community on recycling and composting practices									<a href="#">Y</a>
			WR22	Educate the community to reduce waste by consuming less and reusing									<a href="#">Y</a>
			WR23	Discourage fly dumping and littering									
			WR24	Organize a community wide clean-up day									
			WR25	Engage community volunteers in recycling education and events									

WATER

A	B	C	D	E	F	G	H	I	J	K	L	M		
WATER	Goal Category	  <b>GOAL</b>	<b>OBJECTIVE</b>		Already achieved In Progress Planned for next 6 months Planned for next 12-18 months Interested in pursuing Not planned Not relevant Link to resource									
			> STRATEGY											
			+ ADVANCED STRATEGY											
	Water Conservation	Use and distribute water efficiently	<b>W1</b>	<b>Reduce community water consumption per capita</b>										
			<i>W1a</i>	>Implement water efficiency measures at all municipal facilities										
			<i>W1b</i>	>Encourage residents and businesses to identify and mitigate water loss									<u>Y</u>	
			<b>W2</b>	<b>Designate a staff Water Conservation Coordinator to manage water conservation programs</b>										
			<b>W3</b>	<b>Participate in regional efforts and programs to conserve water</b>										
			<i>W+4</i>	<b>Provide customer incentives to retrofit using high efficiency, Water Sense appliances and fixtures</b>									<u>Y</u>	
			<i>W+5</i>	<b>Provide water use audits to customers</b>										
	<i>W+6</i>	<b>Collaborate with energy utilities to integrate water conservation into energy audits for residential customers</b>												
	<i>W+7</i>	<b>Collaborate to encourage commercial, industrial and institutional customers to conserve water</b>										<u>Y</u>		
	Water Quality	Protect and improve water quality	<b>W8</b>	<b>Protect surface and groundwater from runoff and contamination</b>										
<i>W8a</i>			>Avoid the use of coal tar sealants on municipal property									<u>Y</u>		
<i>W8b</i>			>Resolve to eliminate unnecessary landscape pesticides and fertilizer use on municipal property									<u>Y</u>		
<i>W8c</i>			>Use sensible salting strategies to reduce chloride contamination									<u>Y</u>		
<b>W9</b>			<b>Collaborate to identify sensitive aquifer recharge areas</b>									<u>Y</u>		
<b>W10</b>			<b>Support post-development runoff reduction and mitigation</b>											
<b>W11</b>			<b>Inventory and inspect septic systems</b>											
<b>W12</b>	<b>Collaborate with regional initiatives to protect Lake Michigan and the Mississippi River</b>													
<b>W13</b>	<b>Label storm drains indicating the destination of discharge</b>													

WATER

A	B	C	D	E	F	G	H	I	J	K	L	M			
	Goal Category	 GOAL		OBJECTIVE  > STRATEGY  + ADVANCED STRATEGY	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to resource			
WATER	Water Infrastructure	Manage water system assets sustainably	W14	<b>Operate an efficient water utility that delivers clean, healthful, water</b>											
			W14a	>Control water loss by auditing water supply system using AWWA protocols									Y		
			W14b	>Periodically detect system leaks and develop a strategic plan for repair										Y	
			W15	<b>Comprehensively and sustainably manage water infrastructure</b>											
			W15a	>Develop a water infrastructure asset management plan to sustain the system										Y	
			W15b	>Implement the water infrastructure asset management plan to sustain the system											
			W15c	>Meter 100% of customers with automated reading technology											
			W15d	>Implement sub-metering for multi-family housing customers											
			W15e	>Detect and repair water system leaks											
			W15f	>Repair and replace inefficient water supply infrastructure											
			W15g	>Support property owners in timely repair of service lines through third-party warranty program											Y
			W16	<b>Invest water revenues into sustaining water infrastructure</b>											
			W17	<b>Coordinate street, utility and water infrastructure projects</b>											
			W18	<b>Seek both public and private financing partnerships for infrastructure improvements</b>											
			W19	<b>Riparian communities:</b> Collaborate with other agencies to assess dam performance and support removal when feasible											Y

WATER

A	B	C	D	E	F	G	H	I	J	K	L	M		
	Goal Category	 <b>GOAL</b>		<b>OBJECTIVE</b>  > STRATEGY  + ADVANCED STRATEGY	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to resource		
WATER	Stormwater Management and Green Infrastructure	<i>Optimize the use of natural and built systems to manage stormwater</i>	W20	Participate in the Community Rating System for flood mitigation and planning								<a href="#">Y</a>		
			W21	Participate in the National Flood Insurance Program allowing residents to access flood insurance										
			W22	Implement green infrastructure best management practices on municipal properties										
			W22a	>Build or retrofit paved surfaces with permeable materials										
			W22b	>Install and maintain bioswales, filter strips, trees, rain gardens, and other functional landscapes										
			W23	Encourage residents and businesses to adopt green infrastructure practices										
			W23a	>Collaborate to provide rain barrels, plants and other resources to allow resident to capture and store rainwater										
			W24	Encourage residents and businesses to reduce flood risks on their property										
			W24a	>Incentive overhead basement sewer conversion										
			W24b	>Encourage property owners to disconnect downspouts from sewers and direct flow to landscaping										
			W25	Enhance natural features of stormwater detention and retention systems										
			W26	Collaborate to enhance wetlands for improved ecosystem services										
			W27	Collaborate with regional and state agencies to sustainably manage stormwater										
			W+28	+ Use USEPA Water Quality Scorecard to develop a systems approach to optimize stormwater										<a href="#">Y</a>
			W+29	+ Establish a stormwater utility funding mechanism										<a href="#">Y</a>

WATER

A	B	C	D	E	F	G	H	I	J	K	L	M			
	Goal Category	 <b>GOAL</b>		<b>OBJECTIVE</b>  > STRATEGY  + ADVANCED STRATEGY	Already achieved	In Progress	Planned for next 6 months	Planned for next 12-18 months	Interested in pursuing	Not planned	Not relevant	Link to resource			
WATER	Policy	<i>Enact policies to protect water resources</i>	W30	Conduct a water rate study to determine sustainable rate structure											
			W31	Adopt full-cost pricing policies for water service									Y		
			W32	Amend code to require water efficiency and conservation in commercial and residential development										Y	
			W33	Incorporate conservation practices into new development guidelines and incentives											
			W34	Adopt a water conservation policy and/or plan inclusive of all customers and municipal operations										Y	
			W34a	>Enact and enforce regulation to control of wasteful water practices											
			W34b	>Enact and enforce outdoor watering regulations responsive to drought conditions											Y
			W34c	>Regulate or incentive water efficiency for customers managing large landscapes											
			W35	Update stormwater ordinance to integrate Illinois State Model Local Stormwater Ordinance											Y
			W36	Adopt codes that enable rainwater harvesting for non-potable uses											
			W37	Adopt a resolution supporting the Great Lakes and St. Lawrence River Basin Water Resources Compact											
			W38	Review and adopt codes to eliminate barriers to green infrastructure BMPs including cisterns, green roofs, bioswales, permeable paving											
			W39	Allow flexibility (off-site management, payment-in-lieu) to allow developments to meet stormwater management requirements sustainably											
			W40	Enact codes that protect surface and groundwater from runoff and contamination											

WATER

A	B	C	D	E	F	G	H	I	J	K	L	M	
	<b>Goal Category</b>	 <b>GOAL</b>		<b>OBJECTIVE</b>  > STRATEGY  + ADVANCED STRATEGY	<b>Already achieved</b>	<b>In Progress</b>	<b>Planned for next 6 months</b>	<b>Planned for next 12-18 months</b>	<b>Interested in pursuing</b>	<b>Not planned</b>	<b>Not relevant</b>	<b>Link to resource</b>	
<b>WATER</b>	<b>Stewardship</b>	<i>Practice stewardship of water resources</i>	W41	Sustain supply of high-quality public water									
			W42	Ensure drinking and wastewater systems are operating efficiently									
			W43	Utilize treated effluent as a valuable water resource									
			W44	Participate in watershed planning and stewardship efforts									<u>Y</u>
			W45	Implement municipal recommendations from watershed plan									
			W46	Allow public access and encourage stewardship of community waterways									
			W47	Support regional and statewide water supply planning and stewardship									<u>Y</u>
			W48	Contribute local data on water supply, quality and operations to support state and regional stewardship									<u>Y</u>
			W+49	+ Enact a water offset policy for water neutral community growth									<u>Y</u>
	<b>Education and Outreach</b>	<i>Engage the community in water stewardship</i>	W50	Educate and support the community to conserve water								<u>Y</u>	
			W51	Educate the community on the value of clean and safe drinking water									
			W52	Promote tap water over bottled water									<u>Y</u>
			W53	Educate the community on practices that reduce contamination of water resources									<u>Y</u>
			W54	Support private well-owners in water quality monitoring and stewardship									<u>Y</u>
			W55	Educate customers about public water supply and wastewater operations through media and events									
			W56	Educate the community on benefits and practices of green infrastructure									<u>Y</u>
			W57	Educate and support the community in preparing for and managing floods									<u>Y</u>
			W58	Collaborate to teach water conservation and stewardship in schools									
			W59	Collaborate to raise watershed awareness and foster stewardship									

### Contributors to the Greenest Region Compact 2 and GRC2 Framework

360 Energy Group  
Active Transportation Alliance  
AECOM  
Alliance for the Great Lakes  
America in Bloom  
American Planning Association - Illinois  
Argonne National Laboratory  
CB&I  
Center for Neighborhood Technology  
Chaddick Institute for  
Metropolitan Development  
Chicago Area Clean Cities Coalition  
Chicago Metropolitan Agency for Planning  
Chicago Wilderness  
Citizens Utility Board  
ComEd  
Cook County  
Deerpath Garden Club  
Delta Institute  
DuPage County  
Elevate Energy  
Energy Resources Center  
Engineering Enterprises, Inc.  
Environmental Law and Policy Center  
Federal Emergency Management Agency  
Great Lakes Clean Communities Network  
Grand Victoria Foundation  
Green Ways 2Go  
Huff and Huff  
Illinois Association of Wastewater Agencies  
Illinois Clean Energy Community Foundation  
Illinois Climate Action Table  
Illinois Department of Commerce  
and Economic Opportunity  
Illinois Department of Natural Resources  
Illinois Emergency Management Agency  
Illinois Environmental Protection Agency  
Illinois Parks and Recreation Association  
Illinois Recycling Association  
Illinois Section American  
Water Works Association  
Illinois Sustainable Technology Center  
Illinois Wood Utilization Team  
Illinois-Indiana Sea Grant  
Local Government Education  
and Information Network  
Meadows Center for Water  
and the Environment  
Metropolitan Planning Council  
Metropolitan Water Reclamation District  
Midwest Ecological Landscape Alliance  
Midwest Pesticide Action Center  
Morraine Valley Community College  
National League of Cities  
Nicor  
Northwest Water Planning Alliance  
Openlands  
Prairie State Network  
Seven Generations Ahead  
Sierra Club  
Solid Waste Agency of  
Northern Cook County  
South Metropolitan Higher  
Education Consortium  
South Shore Clean Cities Coalition  
South Suburban Mayors  
and Managers Association  
STAR Technical Advisory Group  
The Chicago Community Trust  
The Morton Arboretum  
The Power Bureau  
University of Illinois,  
Environmental Law Department  
US Conference of Mayors  
US Environmental Protection Agency  
US Green Building Council  
Will County  
Woodlands Garden Club

## Appendix

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### Municipal Sustainability Plans Analyzed and Integrated in the GRC2 Authoring Organization

Village of Algonquin	<i>Environmental Action Plan</i>	2010
City of Aurora	<i>Sustainability Plan</i>	2008
City of Batavia	<i>Environmental Identity</i>	2013
Village of Buffalo Grove	<i>Environmental Plan</i>	2014
City of Chicago	<i>Sustainable Chicago</i>	2012
City of Des Plaines	<i>Sustain Des Plaines</i>	2011
Village of Elburn	<i>Comprehensive Plan, Sustainability Chapter</i>	2013
City of Elgin	<i>Sustainability Action Plan</i>	2013
City of Elmhurst	<i>Comprehensive Plan, Sustainability Chapter Climate Action Plan</i>	2009
City of Evanston	<i>Action Plan</i>	2008
City of Highland Park	<i>Sustainability Strategic Plan</i>	2010
Village of Hoffman Estates	<i>Sustainability Plan</i>	2013
Village of Homer Glen	<i>Green Vision</i>	2004
Village of La Grange Park	<i>Sustainability Plan</i>	2012
Lake County	<i>Strategy for Sustainable Lake County</i>	2009
Village of Lombard	<i>Local Climate Action Plan</i>	2012
Village of Millbrook	<i>Comprehensive Plan</i>	2009
Village of Monee, Peotone, University Park	<i>Green Communities Vision</i>	2009
City of Naperville	<i>Environmental Sustainability Plan</i>	2010
Village of Niles	<i>Environmental Action Plan</i>	2013
City of Normal	<i>Community-Wide Sustainability Plan</i>	2010
Village of Northbrook	<i>Strategic Sustainability Plan</i>	2013
Village of Oak Park/ River Forest	<i>Sustainability Plan</i>	2011
Village of Orland Park	<i>Comprehensive Plan, Sustainability Chapter</i>	2013
Village of Park Forest	<i>Sustainability Plan</i>	2012
Village of Robbins	<i>Green Communities Vision</i>	2004
Village of Schaumburg	<i>Comprehensive Green Action Plan</i>	2008
Village of Sleepy Hollow	<i>Green Communities Vision</i>	2004
Village of Winnetka	<i>Environmental &amp; Forestry Commission, Strategic Plan</i>	2010
City of Woodstock	<i>Environmental Plan</i>	2010

### Regional, National, Global Sustainability Guiding Documents Analyzed and Integrated into the GRC2

CMAP	<i>Green Practices Survey</i>	2008
CMAP	<i>Go To 2040</i>	2010
CMAP	<i>Sustainability White Paper</i>	2015
CMAP	<i>Water 2050</i>	2010
Institute for Sustainable Infrastructure	<i>Envision</i>	2014
STAR Communities, ICLEI, National League of Cities	<i>STAR Community Rating System</i>	2012
US Conference of Mayors	<i>Mayors Climate Protection Agreement</i>	2005
Metropolitan Mayors Caucus	<i>Greenest Region Compact</i>	2007
Illinois Parks and Recreation Association	<i>Model Environmental Policy &amp; Toolkit</i>	2008
Smart Cities Council	<i>Smart Cities Index</i>	2014

### Municipal Sustainability Guiding Documents Also Referenced

Village of Arlington Heights	<i>Green Initiatives</i>	2008
DuPage County	<i>Environmental Policy &amp; Cool DuPage</i>	2010
Village of Glencoe	<i>Sustainability Study</i>	2015
Village of Glenview	<i>A Plan for Nature</i>	2010
Village of Hainesville	<i>Comprehensive Plan, Sustainability Chapter</i>	2014
Village of Chicago Heights, South Chicago Heights	<i>Green Community Vision Plan</i>	2012
Village of Mettawa, Lincolnshire & Bannockburn	<i>Green Infrastructure Plan</i>	2005
Village of Montgomery & Oswego	<i>Green Community Vision Plan</i>	2007
Village of Round Lake	<i>Comprehensive Plan, Sustainability Chapter</i>	2008
Village of Wheeling	<i>Sustainability Report</i>	2014

**Metropolitan Mayors Caucus Environment Committee  
Member Communities and Councils of Governments**

City of Aurora	Village of Lincolnwood
City of Blue Island	Village of Lombard
City of Chicago	Village of Niles
City of Des Plaines	Village of North Aurora
City of Evanston	Village of Northlake
City of Highland Park	Village of Orland Park
City of Rockford	Village of Park Forest*
Sauk Village	Village of Richton Park
Village of Alsip	Village of Schaumburg
Village of Arlington Heights	Village of Streamwood
Village of Blue Island	Village of Villa Park
Village of Cary	Village of Westchester
Village of Deerfield	Village of Woodridge
Village of Fox River Grove	Barrington Area Council of Governments
Village of Frankfort	DuPage Mayors & Managers Conference
Village of Franklin Park*	Lake County Council of Governments
Village of Grayslake	Mc Henry County Council of Governments
Village of Hainesville	Metro West Council of Governments
Village of Hanover Park	Northwest Municipal Conference
Village of Hazel Crest	South Suburban Mayors & Mgrs Conference
Village of Hoffman Estates	Southwest Conference of Mayors
Village of Lakewood	West Central Municipal Conference
Village of Lemont	Will County Government League

*\*Co-Chair's Community*



## Greenest Region Compact 2

The member municipalities of the Metropolitan Mayors Caucus seek a vibrant, sustainable future for their communities and the greater Chicago region. The consensus goals of the Greenest Region Compact 2 aim for enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

To become the most sustainable and successful region in the United States, they, therefore, support the following consensus goals of the Greenest Region Compact 2 and agree to work to achieve them, both in their own communities and in collaboration throughout the region:



### Climate

- Reduce greenhouse gas emissions
- Maintain clean and healthful air
- Develop resiliency to climate change impacts
- Engage the community in climate change mitigation and adaptation



### Economic Development

- Promote innovation and a competitive workforce
- Cultivate local and sustainable development, jobs, and businesses



### Energy

- Use energy for buildings and facilities efficiently
- Advance renewable energy
- Reduce energy consumption
- Enact policies that support clean energy
- Engage the community in clean energy practices



### Land

- Encourage strategic development that upholds sustainability principles
- Conserve, restore and enhance natural features and ecosystems
- Support networks of accessible well-used and enjoyable parks
- Sustain a robust urban forest canopy
- Sustain beautiful landscapes that provide ecosystem services
- Achieve greater livability through sustainable land use and housing policies
- Cultivate a conservation ethic in the community



### Leadership

- Enlist support for GRC2 goals through regional, state and national leadership
- Advocate for policies that align with and advance the GRC2
- Work collaboratively towards a sustainable region



## Mobility

- Support safe and effective active transportation
- Maintain a diverse, safe, and efficient transportation network
- Support efficient transportation that uses resources wisely
- Integrate sustainability into transportation policies, programs, and regulations
- Promote public and sustainable transportation choices



## Municipal Operations

- Lead by demonstrating sustainable values and practices
- Integrate sustainability into all municipal operations
- Operate a safe, clean and efficient fleet
- Collect and manage data to advance sustainability



## Sustainable Communities

- Promote cultural vibrancy in the community
- Foster a culture of health, safety, and wellness
- Increase access to sustainably grown local food
- Sustain community principles that are welcoming, inclusive and equitable
- Promote a sustainable identity for the community
- Ensure local policies and codes support sustainability
- Cultivate community values based on principles of sustainability



## Waste & Recycling

- Support sustainable material management
- Recycle materials across all sectors
- Divert waste from landfills
- Enact policies that cause sustainable material management
- Engage the community in waste reduction and recycling



## Water

- Use and distribute water efficiently
- Protect and improve and water quality
- Manage water system assets sustainably
- Optimize the use of natural and built systems to manage stormwater
- Practice stewardship of water resources
- Enact policies to protect water resources
- Engage the community in water stewardship



## **Endorsing the Metropolitan Mayors Caucus' Greenest Region Compact 2**

WHEREAS, the Metropolitan Mayors Caucus provides a forum for the chief elected officials of the Chicago region to develop consensus and act on common public policy issues and multi-jurisdictional challenges; and

WHEREAS, the Metropolitan Mayors Caucus' participating Mayors and their communities have a history of environmental stewardship, from energy efficiency, water conservation, urban forestry, and participation in Clean Air Counts; and

WHEREAS, it is important for Mayors and local governments throughout the United States to take leadership roles to advance sustainability both in their own communities and in concert with regional, national and global initiatives; and

WHEREAS, the Metropolitan Mayors Caucus created the Greenest Region Compact 2 to address environmental sustainability issues of global importance at the local level; and

WHEREAS, the Greenest Region Compact 2, also called the GRC2, is built on important environmental initiatives already underway in communities, in partnership with many non-profit, state, regional and national organizations; and

WHEREAS, the GRC2 synthesizes sustainability goals already adopted by leading communities in the region; and these consensus goals align with common regional, state, national and global objectives; and

WHEREAS, the GRC2 offers a companion Framework to guide communities of all sizes and strengths to assess their current efforts; develop a sustainability plan suited to local priorities; and will offer resources to help them succeed; and

WHEREAS, the consensus goals of the Greenest Region Compact 2 will guide coordinated efforts toward enhanced quality of life for residents; protection and stewardship of the environment and sustainable economic vitality.

NOW, THEREFORE, BE IT RESOLVED that the City/Village of \_\_\_\_\_ endorses the Greenest Region Compact 2 proposed by the Metropolitan Mayors Caucus and agrees to work to achieve them, both in their own communities and in collaboration throughout the region.



The Metropolitan Mayors Caucus is a membership organization of the Chicago region's 273 cities, towns and villages. Founded in 1997 by then Chicago Mayor Richard M. Daley and leading mayors from nine suburban municipal groups, the Metropolitan Mayors Caucus pushes past geographical boundaries and local interests to work on public policy issues. The caucus provides a forum for metropolitan Chicago's chief elected officials to collaborate on common problems and work toward a common goal of improving the quality of life for the millions of people who call the region home.

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**EMBARGOED for March 14**

**Major, New Direction on Sustainability for Region's Municipalities**  
*Metropolitan Mayors Caucus Launches Greenest Region Compact*

**CHICAGO (March 14, 2016)** – Chicago-area cities and towns can expand and strengthen their efforts to protect the environment through an unprecedented compilation of consensus municipal goals and supportive resources. The Metropolitan Mayors Caucus, with 273 members throughout Chicagoland, has launched the Greenest Region Compact 2. This new and exhaustive sustainability guide is expected to coordinate community efforts across the region resulting in superior quality of life and economic vitality for decades to come.

“The compact unifies action toward consensus sustainability goals and supports the mayors’ role as leaders in environmental stewardship,” says Franklin Park Mayor Barrett Pedersen. “It will pull together very practical, innovative ideas that are accessible to all communities, even those that are just beginning to address sustainability,” adds Pedersen, who co-chairs the caucus’s environment committee.

The committee compiled 30 local and nine regional or national sustainability plans, extracted their common elements and refined 49 consensus goals to create the compact. They fall into ten categories: climate, economic development, energy, land use, leadership, mobility, municipal operation, sustainable communities, waste and water.

The compact also provides a detailed framework of possible objectives and strategies from which a municipality can create a plan tailored to its needs.

“The synthesis of nearly 40 plans captures the collective wisdom and efforts of the residents, leaders, and sustainability professionals who created them,” says Park Forest Mayor John Ostenburg, also a committee co-chair.

The mayors caucus is challenging its membership to pledge support for the compact’s goals, and seeks to connect cities with resources to achieve those goals by creating a companion

Sustainability Network to guide implementation and help localities navigate complex policies and options.

The compact also aims to connect the dots between local action to protect the environment and state and national priorities. Here are two examples:

Towns can use green infrastructure – including bioswales, tree planting or permeable pavers – to mitigate flooding, a persistent problem for many communities. The Federal Emergency Management Agency (FEMA) offers assistance and grants for these sustainable strategies. In addition, for towns that do advance planning to mitigate floods, FEMA offers a certification system that ultimately could provide homeowners a discount on their flood insurance.

The compact suggests these under-utilized FEMA programs as a practical solution to solve flooding problems in an environmentally-friendly way. The mitigation can save money, lives, and property – a win for all.

Congress recently extended a federal Investment Tax Credit that can significantly reduce costs of building and operating solar energy systems. Solar power generated by new systems can help Illinois meet targets in the Renewable Portfolio Standard. Linking clean energy programs, policies and local action can create jobs and bring clean solar energy to power public facilities.

The compact can produce regional clout on environmental issues by unifying behind common goals. For example, a current dearth of compressed natural gas (CNG) fueling stations limits the growth of green fleets. But more municipalities expressing support for green fleets, potentially will drive more private development to create additional (CNG) fueling stations. As capacity for these green fleets grows, the region will be able to report greater reduction in petroleum fuel consumption, a goal of the federal Department of Energy-supported Clean Cities Coalitions.

While the mayors caucus is still compiling resources to assist municipalities, it expects more than 100 cities or towns within the region to adopt the pledge. The caucus gratefully acknowledges Searle Funds at The Chicago Community Trust for its financial support of the Greenest Region Compact 2.

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#### **About the Metropolitan Mayors Caucus**

*The Metropolitan Mayors Caucus is a membership organization of the Chicago region's 273 cities, towns and villages. Founded in 1997 by then Chicago Mayor Richard M. Daley and leading mayors from nine suburban municipal groups, the Metropolitan Mayors Caucus pushes past geographical boundaries and local interests to work on public policy issues. The caucus provides a forum for metropolitan Chicago's chief elected officials to collaborate on common problems and work toward a common goal of improving the quality of life for the millions of people who call the region home.*



Helping Governments Across the Country Buy

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**CONTRACT PRICING VERIFICATION**

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TO:  
**Mike Haws**

FROM:  
**Loleta Chappel**

COMPANY:  
**Village of Niles**

DATE:  
**4/13/2016**

PHONE NUMBER:  
**847-588-7961**

RE:  
Price Verification for **FL03-15 Fleet  
Services Equipment**

REFERENCE:  
Contract Pricing 4/7/2016

I have reviewed the pricing worksheet provided through HGACBuy **FL03-15 Fleet Services Equipment**. Our review verifies the pricing worksheet provided is in compliance with the contract. When you are ready please make your Purchase Order out to the vendor and send a copy of the Purchase Order and HGACBuy Worksheet to me by email [loleta.chappel@h-gac.com](mailto:loleta.chappel@h-gac.com) or fax 713-993-4548 and also send a copy of the Purchase Order to the vendor.

Please advise if we can assist further in this matter.

\*\*\*\*\*This is not an HGACBUY Order Confirmation\*\*\*\*\*

Thank You  
**Loleta Chappel**  
**Procurement Services Specialist**  
**Cooperative Purchasing**  
**Direct: 713-993-2486**  
**Fax: 713-993-4548**  
**loleta.chappel@h-gac.com**  
**www.HGACBUY.org**



**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases

Contract No.:

FLO3-15

Date Prepared:

4/7/2016

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency:	Village of Niles	Contractor:	NS CORPORATION
Contact Person:	Mike Haws	Prepared By:	ED EVANS
Phone:		Phone:	716-903-6547
Fax:		Fax:	
Email:		Email:	EDE@NSWASH.COM

Product Code:	D08	Description:	Eco 5 Front to Rear Car Wash
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 31,152.00

**B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable**

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SCR-100	234.00	ALUM-100 for presoak	1,347.00
SCR-100-1 (5feet X 7)	1092	ALUM-100 for final-rinse	1,347.00
Electical	2,025.00	CHECKVAL for presoak	324.00
Plumbing	2,025.00	CHECKVAL for final rinse	324.00
engineer stamped NS drawings	875.00	570-1128-C solenoid for presoak	114.00
erection	7081.74	570-1128-C solenoid for final rinse	114.00
erection kit	786.86	SYS-90 activation for presoak	795.00
		SYS-90 activation for final rinse	795.00
		RGLS-00 entry light	1,705.00
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal B:</b>	20984.6

**C. Unpublished Options - Itemize below - Attach additional sheet if necessary**

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal C:</b>	0

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

**D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)**

Quantity Ordered:	1	X Subtotal of A + B + C:	52136.6	=	Subtotal D:	52136.6
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**E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
freight	2842.75		
		<b>Subtotal E:</b>	2842.75

**Delivery Date:** **F. Total Purchase Price (D+E):** 54979.35





LOGIN

- GENERAL PURPOSE  
& EMERGENCY  
VEHICLES
- INFRASTRUCTURE  
EQUIPMENT &  
SERVICES
- COMMUNICATIONS  
EQUIPMENT &  
SERVICES
- GROUNDS  
FACILITIES &  
PARKS EQUIPMENT
- PUBLIC  
WORKS  
EQUIPMENT
- EMERGENCY  
EQUIPMENT &  
SUPPLIES
- CONSULTING  
LEASING & STAFFING  
SERVICES
- EMERGENCY  
PREPAREDNESS &  
DISASTER RECOVERY
- COOPERATIVE  
ENERGY  
PURCHASING

You are here: [Home](#) > Fleet Services Equipment - FL03-15

## INFRASTRUCTURE EQUIPMENT & SERVICES

### FLEET SERVICES EQUIPMENT - FL03-15

Contract No.: FL03-15

Effective Date: March 1, 2015 to February 28, 2017

Note: Contact information on the right side bar will be listed only after the Contractor has fully executed their contract.

- [A: Vehicle Lift and Support Equipment](#)
- [B: Tire and Wheel Equipment](#)
- [C: Exhaust Extraction Equipment](#)
- [D: Vehicle Wash Systems](#)
- [E: Lubrication and Fluid Management Equipment](#)
- [F: Fleet GPS Tracking & Fleet Management Software Solutions](#)
- [G: Truck Scales](#)
- [H: Miscellaneous](#)

### A: Vehicle Lift and Support Equipment

RE: Vehicle lifting equipment: at the time of bid submittal, for all applicable lifts bid, the associated equipment manufacturers were either (1) members of the Automotive Lift Institute (as such, at least 75% of all lift models and options sold are ALI-ETL certified); or, (2) 75% of applicable manufacturer's lifts are ALI-ETL certified (contact vendor for more information)

HGAC PRODUCT CODE	DESCRIPTION: MANUFACTURE AND CATALOG / MODEL / SYSTEM	CONTRACTOR	CATALOG PRICE (% DISCOUNT OFF LIST)
A02	ARI-Hetra: most current, complete catalog and associated list pricing (covering mobile lifts, scissor lifts, jacks, stands, jacks, presses, engine / transmission jacks, lifting tables, and associated equipment)	ARI Phoenix, Inc.	18% Off List
A04	Challenger Lifts: most current, complete catalog and associated list pricing (covering 2-post, 4-post, in-ground, scissor, and column lifts, and associated equipment)	MTF Equipment Sales, Inc.	35% Off List
A05	ESCO/Equipment Supply Co.: most current, complete catalog and associated list pricing (covering jacks, presses, cranes, trolleys, and other shop equipment)	MTF Equipment Sales, Inc.	20% Off List
A06	Gray Manufacturing: most current, complete catalog and associated list pricing (covering mobile column lifts, wheel / service lifts, stands)	Gray Manufacturing Company, Inc.	8% Off List
A07	Hein-Werner: most current, complete catalog and associated list pricing (covering jacks, wheel / end lifts, sands, and other shop equipment)	MTF Equipment Sales, Inc.	30% Off List
A08	Hunter: most current, complete catalog and associated list pricing (covering 4-post, parallelogram, scissor, in-ground, and power rack lifts, and associated equipment)	Mohawk Resources, LTD	Vanes by Equipment Subcategory: 11-34% Off List
A09	Mohawk: most current, complete catalog and associated list pricing (covering 2-post, 4-post, mobile, scissor, parallelogram, in-ground, and specialty lift equipment, plus lifting tables, dollies, and associated equipment)	Mohawk Resources, LTD	22% Off List
A10	Norco: most current, complete catalog and associated list pricing (covering jacks, cranes, dollies, shop presses; and shop equipment)	MTF Equipment Sales, Inc.	30% Off List
A11	Rotary Lift: most current, complete "U.S. Light Duty" catalog and associated list pricing (covering low rise pad lifts, 2-Post asymmetrical and symmetrical lifts, 4-post alignment lifts, 4-post general service lifts, and single/win post SmartLift in-ground lifts, and associated equipment)	Vehicle Service Group, LLC, dba Rotary Lift	39% Off List
A12	Rotary Lift: most current, complete "U.S. Heavy Duty" catalog and associated list pricing (covering in-ground, parallelogram, hydraulic portable, two-post, four-post, and floor running/ suspended pit lifts, and associated equipment)	Vehicle Service Group, LLC, dba Rotary Lift	39% Off List
A13	Stertil-Koni: most current, complete catalog and associated list pricing (covering 2-post, 4-post, mobile column, scissors, parallelogram, and in-ground lifts, plus jacks, stands, dollies, and other shop equipment)	Stertil-Koni USA Co., Inc.	27% Off List

[Back to top](#)

### B: Tire and Wheel Equipment

#### H-GAC CONTACTS

- **Lolita Chappel**  
(P): 713-993-2486  
(F): 713-993-4548  
[lolita.chappel@h-gac.com](mailto:lolita.chappel@h-gac.com)

#### VENDOR CONTACTS

- **Advanced Tracking Technologies, Inc.**  
Alton Gardner  
(P): 800-279-0035  
(F): 713-353-6049  
[Click here for Email](#)
- **ARI Phoenix, Inc.**  
Peggy Buel  
(P): 703-359-6265  
(F): 703-359-6405  
[Click here for Email](#)
- **Cell More Communications, inc., dba Premier GPS Tracking**  
David Moore  
(P): 713-212-0800  
(F): 888-215-6380  
[Click here for Email](#)
- **FSX Equipment, Inc.**  
Drew Taylor  
(P): 360-691-2999  
(F): 360-691-5991  
[Click here for Email](#)
- **General Electrodynamics Corporation**  
George Lindberg  
(P): 817-572-0367  
(F): 817-572-0373  
[Click here for Email](#)
- **Gray Manufacturing Company, Inc.**  
Amy Cline-Shelton  
(P): 816-233-6121  
(F): 816-233-7251  
[Click here for Email](#)
- **Landa, a member of Karcher North America**  
David White  
(P): 360-838-2836  
(F): 877-233-7177  
[Click here for Email](#)
- **LED Cleaning Systems**  
Gary Dial  
(P): 281-657-0575  
(F): 281-657-0584  
[Click here for Email](#)
- **LED Cleaning Systems**  
Travis Lye  
(P): 800-900-5938  
(F): 281-657-0584  
[Click here for Email](#)
- **Mohawk Resources Ltd**  
Ray Pedrick  
(P): 800-833-2006  
(F): 518-842-1289  
[Click here for Email](#)
- **MTF Equipment Sales, Inc.**  
Jim Keeny  
(P): 713-225-3262  
(F): 713-229-8902  
[Click here for Email](#)
- **NS Corporation**  
Michael Howlett  
(P): 310-330-1240  
(F): 310-412-1196  
[Click here for Email](#)
- **Routeware, Inc.**  
Ron Pettit  
(P): 877-906-8545  
(F): 503-906-8544  
[Click here for Email](#)
- **Stertil-Koni USA Co., Inc.**

HGAC PRODUCT CODE	DESCRIPTION	CONTRACTOR	CATALOG PRICE (% DISCOUNT OFF LIST)	Rawn Roman (P): 612-599-0888 (F): 410-643-8901 <a href="#">Click here for Email</a>
B01	Ammco (Hennessy Industries): most current, complete catalog and associated list pricing (covering brake lathe equipment, and associated equipment)	MTF Equipment Sales, Inc.	35% Off List	<ul style="list-style-type: none"> <li>• <b>Tennant Sales &amp; Service Company</b> Andrew Gamson (P): 713-703-1955 (F): 763-765-9451 <a href="#">Click here for Email</a></li> </ul>
B02	ARI-Hetra: most current, complete catalog and associated list pricing (covering tire changers, wheel balancers, brake lathes, and associated equipment)	ARI Phoenix, Inc.	18% Off List	<ul style="list-style-type: none"> <li>• <b>Vehicle Service Group, LLC / dba Rotary Lift</b> Christine Bilz (P): 800-445-5438 (F): 800-578-7438 <a href="#">Click here for Email</a></li> </ul>
B04	Coats (Hennessy Industries): most current, complete catalog and associated list pricing (covering balancing and tire changing equipment, and associated equipment)	MTF Equipment Sales, Inc.	35% Off List	<ul style="list-style-type: none"> <li>• <b>Veracity Wireless, Inc Db a FieldLogix / Field Technologies</b> Yuikon Palmer (P): 888-803-0200 (F): 858-863-4060 <a href="#">Click here for Email</a></li> </ul>
B05	Hunter: most current, complete catalog and associated list pricing (covering balancers, lathes, tire changers, alignment and balancing machines, diagnostic equipment, and associated equipment)	Mohawk Resources, LTD	Varies by Equipment Subcategory: 11-34% Off List	<ul style="list-style-type: none"> <li>• <b>Washing Equipment of Texas</b> Gary Dial (P): 281-657-0575 (F): 281-657-0584 <a href="#">Click here for Email</a></li> </ul>
B06	NitroFill: most current, complete catalog and associated list pricing (covering nitrogen generating / filling equipment, inclusive of all E, NF, and Industrial series models, and associated equipment)	MTF Equipment Sales, Inc.	30% Off List	<ul style="list-style-type: none"> <li>• <b>Washing Equipment of Texas</b> Travis Lye (P): 800-900-5938 (F): 281-657-0584 <a href="#">Click here for Email</a></li> </ul>
B07	Tire Service Equipment Mfg. Co (TSI/SSG): most current, complete catalog and associated list pricing (covering tire bead breakers/sealers/sippers, tire changers, tire cutters, wheel and filter crushers, recycling balers, truck frame hoists, jacks; plus nitrogen filling machines and other shop equipment)	MTF Equipment Sales, Inc.	15% Off List	<ul style="list-style-type: none"> <li>• <b>Whiting Systems, Inc.</b> John R. Criscuolo (P): 501-831-1021 (F): 501-847-0074 <a href="#">Click here for Email</a></li> </ul>

[Back to top](#)

### C: Exhaust Extraction Equipment

HGAC PRODUCT CODE	DESCRIPTION	CONTRACTOR	CATALOG PRICE (% DISCOUNT OFF LIST) / HGAC PRICE
C02	ARI-Hetra: most current, complete catalog and associated list pricing (covering trucks, buses, car, and light truck exhaust extraction equipment, and associated equipment)	ARI Phoenix, Inc.	18% Off List
C03	NS Corporation: RoboXhaust: complete, functional system; standard two vehicle configuration; single pendant, hand held remote control, robotic arm design (17" horizontal / 12" vertical limit), flexible silicon hose and scoop	NS Corporation	\$20,496

[Back to top](#)

### D: Vehicle Wash Systems

These base unit configurations shall include all necessary factory components to make these complete, functional systems, priced with all standard manufacturer wash equipment components for the system described - for basic operation, such as standard operator controls, rails, pumps, brushes, et cetera, but exclusive of freight. These prices are exclusive of additional site work, such as installation, demolition, additional plumbing and electrical work, as well as associated planning / engineering services. H-GAC members should contact vendor for pricing on such services, specific to their site needs.

HGAC PRODUCT CODE	DESCRIPTION	CONTRACTOR	HGAC PRICE (SYSTEM COMPONENTS)
D01	Istobal: PJ3-2 system: moving gantry, 3-brush automatic design wash system; applications: vehicles up to 13'9", including cars, light to heavy trucks, school buses, transit buses, et cetera; amp sensing brushes, guide rail, onboard control box, remote emergency stop, water tank	Washing Equipment of Texas; Istobal USA Corp (1)	\$82,653
D02	Istobal: PJ3-2H system: high pressure, moving gantry, 3-brush automatic design wash system; applications: vehicles up to 13'9", including cars, light to heavy duty trucks, school buses, transit buses, et cetera; high pressure contouring arch, amp sensing brushes, touch-free operation components, remote emergency stop, water tank	Washing Equipment of Texas; Istobal USA Corp (1)	\$117,252
D03	Istobal: "KUBE" 4HWP100 system: moving gantry, 2-brush standard automatic design wash system; applications: vehicles up to 14'9" high, including cars, light to heavy trucks, school buses, transit buses, coaches, et cetera; air controlled brushes, guide rails, LED screen and control box, emergency stop, water tank, hybrid wash capable	Washing Equipment of Texas; Istobal USA Corp (1)	\$64,810
D04	Istobal: Progress 4HWP101 system: moving gantry, 2-brush standard automatic design wash system; applications: vehicles up to 14'9" high, including cars, light to heavy trucks, school buses, transit buses, coaches, et cetera; amp sensing controlled brushes with overtap capability, guide rails, ICON LED touch screen and control box, emergency stop, water tank, hybrid wash capable	Washing Equipment of Texas; Istobal USA Corp (1)	\$70,600

D05	Istobal: 4PL1100: drive-through city transit bus system; applications: buses up through 14'8"; low pressure wash arch, safety and speed control system with photo cells	Washing Equipment of Texas; Istobal USA Corp (1)	\$115,453
D06	MacNeil: 45' Drive Thru Wash System: applications: vehicles up to 7"; including light-duty trucks, vans; Envirosoft 2-frame wash module; RS-1000 Evolution top brush, RS-701 Super Flex wrap-around; single & double VFD drive panel	Washing Equipment of Texas; MacNeil Wash Systems, LTD (1)	\$47,285
D07	MacNeil: 45' Express Tunnel Wash System: applications: vehicles up to 7"; including light-duty trucks, vans; mini-RS series Brushes / RS-301 High side washers- Electric RS680 2-Frame wash module SuperFlex, RS-1000 Evolution Top Brush, RS-701 SuperFlex Wrap-Around; VFD's for electric drive brushes; single and double VFD panel; chemical tire applicators, foam & lube streamers, dilution stations, Tech 21 drying system; DynaFrame RD-200 dryer; stand alone tunnel controls, PBS-4000 menu station	Washing Equipment of Texas; MacNeil Wash Systems, LTD (1)	\$62,725
D08	NS Corporation: ECO 5 Front-to Rear Car Wash System 96" vehicle clearance; One pair flex wrap-around washers with two 1/2 Hp motor assembly; One oscillating front to rear mitter curtain with 1/2 Hp motor assembly; One pair rocker panel washers with two 1/2 Hp motors (2) sets of foamers; Motor Control Panel, Mounted on the frame	NS Corporation	\$31,152
D09	NS Corporation: HPW-414 system: touchless, high-pressure, drive-thru wash system; 15' vehicle clearance; applications: car and light truck, heavy truck, transit/school bus; 10 spinner, high pressure arch; 4-inch curb rail system, 68" skid plates entry guides; chemical saving applicator arch; undercarriage sprays (entrance and exit)	NS Corporation	\$62,477
D10	NS Corporation: SYS-3100 system: Drive thru wash system; 10' vehicle clearance; applications: transit, school, para-transit and mini buses; lammscloth or poly fiber brush pellets; dual oscillating side-to-side top scrubber curtains; chemical injection system; emitter receiver activation system; air retract system	NS Corporation	\$44,854
D11	NS Corporation: 5M-420 system: heavy-duty, drive-thru brush wash system; 12' vehicle clearance; applications: transit buses; system, two pairs of sectional wrap-around brushes, one pair of side brushes; overhead oscillating scrubber; soap injection system	NS Corporation	\$120,761
D12	NS Corporation: Nautica 4M-12 system: 11'6" clearance 3-brush roll-over type system (traveling overhead gantry, surface mounted tracks); applications: cars, trucks, buses and tractor-trailers; gantry-mounted controls; vehicle counter and main disconnect; manual override; joystick control; top follower brush (targeting front/top/rear); side brushes (windows/sides/rocker panel); soap and rinse; arch	NS Corporation	\$78,444
D13	NS Corporation: Super Chassis Blaster: dedicated chassis/undercarriage cleaning system; applications: buses; 30' - 60'; 5 GPM at 2000 PSI fresh water pump system, inline water heater; touch screen wash selector; side-to-side jet oscillation; chemical injection pump (water reclamation system) all upgrade component pricing)	NS Corporation	\$81,172
D14	PDQ: Tandem Rite Touch System: vehicle sensor-treadle design; applications: vehicles up to 7", including cars and light duty trucks, vans, SUVs; foam side and top brushes, lube system, wax delivery	Washing Equipment of Texas; PDQ Manufacturing (1)	\$65,634
D15	PDQ: ProTouch ICON System: Aluminum gantry frame, Gen5 Intelligent Brush Control, Top ultrasonic profiling, Wall mounted ProFlow pressurized off-board fluid system; applications: vehicles up to 7" including cars and light duty trucks, vans, SUVs; foam sides and top brushes with gantry rails	Washing Equipment of Texas; PDQ Manufacturing (1)	\$63,441
D16	PDQ: Laserwash Vehicle Wash System: automatic touch-free wash system; applications: vehicles up to 7", including cars, light-duty trucks, vans; open-bay, non-guardrail, vehicle sensor treadle design, soap-conditioner-rinse delivery, site networking	Washing Equipment of Texas; PDQ Manufacturing (1)	\$62,994
D17	PDQ: G5 System: automatic touch-free wash system, lower operating cost configuration; applications: vehicles up to 7", including cars, light-duty trucks, vans, SUVs; onboard wash bridge air column dryer; open-bay, non-guardrail vehicle sensor treadle design; single pass bridge-mounted foam/protectant/rinse application; separate high-low pressure manifolds soap-conditioner-rinse delivery; LaserWash G5 software	Washing Equipment of Texas; PDQ Manufacturing (1)	\$98,512
D28	Whiting Systems: "SmartWash Supra" wash system: automatic three-brush roll-over type system (traveling gantry over standing vehicle on surface mounted tracks); selectable programs: front, roof, rear and sides; applications: cars, trucks, buses, tractor-trailers, trucks up to 13'6";	Whiting Systems, Inc.	\$184,888

	two side brushes, one top brush, and eleven rotating motor driven spinners; pre-soak, final rinse arch; photo eye activation/de-activation		
D29	Whiting Systems: "SmartWash Storm" wash system: automatic touch-free roll-over blaster system; applications: standard and irregular shaped cars and trucks up to 13'6"; side and top mounted high pressure nozzles; floor mounted gantry tracks	Whiting Systems, Inc.	\$140,718
D30	Whiting Systems: "Sprite Drive-Thru Fleet Washer" two-step system (wash step, rinse step): fully automatic, with manual override; front, side, and rear washing; applications: heavy duty cleaning on large trucks and trailers and similarly dimensioned equipment up to 13'6"; infrared fiber optic beams, starters, and overloads	Whiting Systems, Inc.	\$118,904
D31	Whiting Systems: "Sprite Drive-Thru Fleet Washer: single-step system (single wash-rinse design): fully automatic, with manual override; front, side, and rear washing, applications: heavy duty cleaning on large trucks and trailers and similarly dimensioned equipment up to 13'6"; infrared fiber optic beams, starters, and overloads	Whiting Systems, Inc.	\$118,904
D32	Whiting Systems: "SmartWash Super Scout" system: fully automatic three-brush roll-over type system (traveling gantry over standing vehicle on surface mounted tracks); selectable programs: front, roof, rear and both sides; applications: cars and small trucks, buses, tractor-trailers, large trucks up to 13'6"; two side brushes, one top brush; pre-soak, final rinse arch; photo eye activation/de-activation	Whiting Systems, Inc.	\$149,351
D33	Whiting Systems: "SmartWash Scout" system: all-electric 3-brush roll-over system applications: standard size cars and light trucks, including buses, and larger trucks up to 12'; floor mounted tracks; two step wash-rinse design	Whiting Systems, Inc.	\$92,685

[Back to top](#)

### E: Lubrication and Fluid Management Equipment

HGAC PRODUCT CODE	DESCRIPTION	CONTRACTOR	CATALOG PRICE (% DISCOUNT OFF LIST)
E01	Duro Manufacturing: most current, complete catalog and associated list pricing (covering hose reels for air/water/oil/electric applications, and associated equipment)	MTF Equipment Sales, Inc.	15% Off List
E03	Motorvac: most current, complete catalog and associated list pricing (covering fuel, coolant, and lubrication systems, et cetera, service equipment; and associated equipment)	MTF Equipment Sales, Inc.	20% Off List
E04	RTI Technologies: most current, complete catalog and associated list pricing (covering AC, oil/coolant fluid exchange, exhaust ventilation system, nitrogen-filling, and wheel alignment equipment)	MTF Equipment Sales, Inc.	20% Off List

[Back to top](#)

### F: Fleet GPS Tracking & Fleet Management Software Solutions

RE: GPS tracking solutions: Incorporating GPS technology, these systems enable the tracking and management of fleet vehicles through a combination of in-vehicle transponders, proprietary software, proprietary and/or outsourced hardware and, in some cases, web-based monitoring services (plus various other real-time and historical fleet management features). In general, such solutions utilize real time vender server-hosted monitoring systems. The following solutions cover the vehicle hardware for the single, base system applications listed below and applicable associated software, with intangibles such as installation, initial activation fees, service and monitoring fees (priced in a yearly and multi-year figures), multi seat licenses, etc., priced separately. Contact vendor(s) for more details.

HGAC PRODUCT CODE	DESCRIPTION	CONTRACTOR	ENTRY LEVEL PRICNG ELEMENTS
F01	Advanced Tracking Technologies: Shadow Tracker Vision III: 10 second real-time update, fleet location updates; access to 1-year historical data, reporting via a web hosted software package; system includes: "Vision III" tracking device, GPS antenna, internal backup battery, software functionality includes 30+ managerial reports, automated report delivery, customized alerting, smart phone access, vehicle maintenance module, hierarchy based logins, up to 10 year historical data accessibility and shape file integration.	Advanced Tracking Technologies, Inc.	Tracking unit: \$199.95/ vehicle; activation fee: \$30; monthly fee (as single annual fee): \$287

F04	FieldLogix / Field Technologies: tracking-fleet management software; "black box" vehicle activity recorder; applications: real time, GSM/GPRS & CDMA wireless systems; features: application software interfacing, tracking and reporting: closest vehicle to landmark/address, detailed route/directions, green reports, aggressive driving monitoring, maintenance module, landmark boundaries, restricted zones, vehicle grouping, vehicle paths, speed/boundary/et cetera, alerts, idle time, mileage, stop history, landmarks, engine hours, jobsite entry/exit/timesheet verification, Route optimization; native iPhone application for field access	Veracity Wireless, Inc., dba Field Logix / Field Technologies	Vehicle hardware: \$205 /vehicle; one time data activation: \$32; standard monitoring fee: \$215/ vehicle/year (no "home office" software - vendor server hosted system)
F07	Networkfleet: standard real time wireless web-hosted software tracking system (this base unit configuration cover a single vehicle); complete system, with management software, Model 5500 diagnostics transponder; features: automatic cellular phone network data download; tracking and diagnostic reporting: begin/end, stop/speed history, odometer, engine hours, idle time, bread crumb mapping, real time vehicle location, MPG, emissions reporting, and integration with key IT systems for GIS mapping and fleet maintenance	Cell More Communications, Inc., dba Premier GPS Tracking	Tracking unit: \$320/ vehicle; yearly monitoring fee: \$306
F09	Routeware: "Basic" solution (per vehicle license, priced as a single vehicle; home office license); web based fleet management; cloud hosted; GPS; real-time; cellular (CDMA & GSM/GPRS); light duty vehicle applications; Xirgo XT-2050C GPS transponder-cellular modem (OBDII interface); home office software includes dashboards, reports, mapping, route playback, geofencing, breadcrumb trails; vehicle proximity to landmarks and addresses; Alerts & notifications include speeding, idling, engine on/off, mileage, time	Routeware, Inc.	\$494/ vehicle (inclusive of \$360 annual software support fee and \$360 annual cellular data coverage)
F10	Routeware: "Premium" solution (per vehicle license, priced as a single vehicle; home office license); web based fleet management; operations efficiency; cloud hosted and onsite server options; inclusive of Basic solution features; GPS; real-time; cellular (CDMA & GSM/GPRS); light duty vehicle applications; Sierra Wireless GX400 GPS transponder-cellular modem (OBDII interface); touch screen computer options; driver records pickups, skips, extras, limers, comments; turn-by-turn directions; route based or work order based; home office software includes: dashboards, route management, work order management, alerts, driver messaging interface, route details, customer service, mapping, reporting, mapping functionality includes: bread crumb trails, route playback, geofencing, proximity to landmarks and addresses; alerts and notifications include speeding, idling, engine on/off, mileage, time, behind schedule, off route, limers	Routeware, Inc.	On-board computer software and hardware: \$4459/vehicle; on-board computer, annual support: \$708/vehicle; Routeware license-command & control (front and back office software (up to 15 vehicles), reporting utilities and tools): \$11,997; Routeware command and control software support, back office software, annual fee: \$2280; PM&T (project management, server SW install, training): \$10,000

[Back to top](#)

**G: Truck Scales**

HGAC PRODUCT CODE	DESCRIPTION	CONTRACTOR	HGAC PRICE
G09	GEC Scales: MD400 Portable Wheel Load Scale - Mechanical (priced per pair); Capacity: 20,000 lbs / pair; Dimensions: L14" x W11" x H3.25"; 40 lbs / platform.	General Electrodynamics Corporation	\$2,176
G10	GEC Scales: MD500: Portable Wheel-Load Scale - Mechanical (priced per pair); Capacity: 40,000 lbs / pair; Dimensions: L14" x W14" x H3.25"; 50 lbs /platform.	General Electrodynamics Corporation	\$2,280
G11	GEC Scales: MD400E: Portable Wheel Load Scale - Electronic (priced per pair); Capacity: 40,000 / pair; Dimensions: L14" x W11" x H3.25"; 40 lbs / per platform; pressure sensor load receiving device; interconnect cables allowing 2, 4 or 8 scales communication; local total feature; scale readings in pounds or kilograms, powered by disposable or rechargeable batteries.	General Electrodynamics Corporation	\$2,392
G12	GEC Scales: MD500E: Portable Wheel Load Scale - Electronic (priced per pair); Capacity 40,000 lbs / pair, 10-50 lb measurement gradations; Dimensions: L14" x W14" x H3.25"; interconnect cables allowing 2, 4 or 8 scale communication; local total feature; powered by disposable or rechargeable batteries; 50 lbs / platform	General Electrodynamics Corporation	\$2,842
G13	GEC Scales: VMS400 Fully-Electronic, Portable Wheel Load Scale (priced per pair); wireless communications; Capacity: 40,000 lbs. / pair; set in 10, 20 or 50 lb measurement gradations; Dimensions: L11" x W14" x H3.25"; 43 lbs. / platform; inclusive of wireless communication (up	General Electrodynamics Corporation	\$2,558

	to 6 scales), load management software; hand-held unit; powered by disposable or rechargeable batteries.		
G14	GEC Scales: VMS500 Fully-Electronic, Portable Wheel Load Scale (priced per pair); wireless communications; Capacity: 40,000 lbs. / pair; set in 10, 20 or 50 lb measurement gradations; Dimensions: L14" x W14" x H3.25"; 50 lbs. / platform; inclusive of wireless communication (up to 6 scales), load management software, and hand-held unit; powered by disposable or rechargeable batteries.	General Electro-dynamics Corporation	\$3,250
G15	GEC Scales: MD700 Semi-Portable Axle & Split Axle Scale (priced per pair); Capacities 60,000 lbs; Overall Length: 11"; Scale Dimensions: L7ft x W30" x H3.5"	General Electro-dynamics Corporation	\$14,400
G16	GEC Scales: MD1100 Semi-Portable Axle & Split Axle Scale (priced per pair); Capacities 90,000 lbs; Overall Length 14.5"; Scale Dimensions: L10.5'x W30" x H3.5"	General Electro-dynamics Corporation	\$20,825
G17	GEC Scales: MD1200 Semi-Portable Axle & Split Axle Scale (priced per pair); Capacities 90,000 lbs; Overall Length 16"; Scale Dimensions: L12' x W30" x H3.5"	General Electro-dynamics Corporation	\$27,074

[Back to top](#)

**H: Miscellaneous**

HGAC PRODUCT CODE	DESCRIPTION	CONTRACTOR	CATALOG PRICE (% DISCOUNT OFF LIST)
H01	Aaladin Cleaning Systems: most current, complete catalog and associated list pricing (covering portable and stationary, cold and hot water, pressure washers, in gas, oil/diesel, electric, natural gas, and LP; plus recovery systems; part washers; water heaters; and associated equipment)	Washing Equipment of Texas; Aaladin Cleaning Systems (1)	14.5% Off List
H02	Associated Equipment Corp.: most current, complete catalog and associated list pricing (covering battery chargers, testers, and electrical system testers, and associated equipment)	MTF Equipment Sales, Inc.	30% Off List
H03	FSX Equipment: most current, complete catalog and associated list pricing (covering complete line of diesel particulate filter (DPF) cleaning machinery and associated equipment)	FSX Equipment, Inc.	3% Off List
H04	Landa Cleaning Systems: most current, complete catalog and associated list pricing (covering portable and stationary cold and hot water pressure washers, in gas, oil/diesel, electric, natural gas, and LP, plus parts washers, water heaters, waste oil heaters, and associated equipment)	Washing Equipment of Texas; Landa (Karcher North America) (1)	14.5% Off List
H05	LED Cleaning Systems: most current, complete catalog and associated list pricing (covering portable and stationary cold and hot water pressure washers, in gas, oil/diesel, electric, natural gas, and LP, and associated equipment)	Washing Equipment of Texas; LED Cleaning System (1)	12% Off List
H07	Orbio Technologies: most current, complete catalog and associated list pricing, covering the complete Orbio on-site sustainable cleaning solution generation equipment line (Orbio os3, 5000-Sc, and satellite systems), plus the associated Orbio auxiliary storage tanks, transport carts, and replacement parts).	Tennant Sales & Service Company	30% Off List
H08	Saylor-Beall: most current, complete catalog and associated list pricing (covering all industrial air compressors, and associated equipment)	MTF Equipment Sales, Inc.	25% Off List
H09	Steel Eagle: most current, complete catalog and associated list pricing (covering both portable and stationary all-in-one cleaning/recovery systems and industrial reels - in gas, oil/diesel, electric, natural gas, and LP; and associated equipment)	Washing Equipment of Texas; Steel Eagle, Inc. (1)	14.5% Off List
H10	Water Maze: most current, complete catalog and associated list pricing (covering hose reels, surface spinner cleaners, undercarriage cleaners, pressure washing / vacuum equipment, waste oil heaters, hose reels, and related equipment)	Washing Equipment of Texas	3.5% Off List

[Back to top](#)

(1) Joint bid between Washing Equipment of Texas (dealer) and listed manufacturer. Members should initially contact W.E.T. for product inquiries and purchases.

[Back to top](#)



BOARD AGENDA ITEM EXPLANATION FORM



**Purchase of Design Services for Construction of Street Light Fixtures from Sternberg Lighting as Part of the Milwaukee Avenue Street Lighting Project**

Meeting Date 4/26/2016

Item Number 12

Requested by Mary Anderson, Director of Public Services

Action Requested PURCHASE

Prepared by Bob Pilat, Admin. Asst.

Assigned to: Trustee Matyas

**ATTACHMENTS:**

Type	Description
<input type="checkbox"/> Department Memo	Street Lighting Project Information
<input type="checkbox"/> Backup Material	Phase I & II Prototype Quote

**MOTION**

I move for Board approval and bid waiver for the purchase of design services for construction of street light fixtures from Sternberg Lighting, through KSA Lighting, as part of the Milwaukee Avenue Street Lighting Project in the amount of \$29,495.

**REASON FOR REQUEST / BACKGROUND**

The Village has used Sternberg Lighting for the pedestrian lighting now in place on Milwaukee Avenue and has chosen to continue this relationship utilizing Sternberg designs to develop the street light fixture to be installed as part of a Surface Transportation Program (STP) granted project totaling \$8.7 million. The Northwest Conference of Mayors has allocated this funding for construction for FY2018.

In addition, the Village will seek further STP federal funding for up to 50 percent for Phase 2 engineering costs.

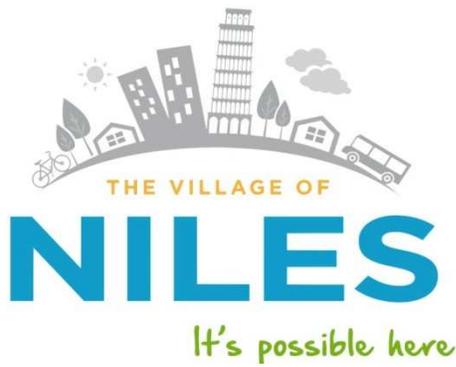
Will this action involve an expenditure of funds?  Yes

If yes, is this a budgeted item?  No

ORG#  Total Amount for Approval

ACCT#  Budget Amount

Variance



## PUBLIC SERVICES

**MAYOR**  
Andrew Przybylo

**VILLAGE  
MANAGER**  
Steven C. Vinezeano

**VILLAGE CLERK**  
Marlene J. Victorine

**TRUSTEES**  
George D. Alpogianis  
John C. Jekot  
Joe LoVerde

Danette O'Donovan Matyas  
Denise McCreery  
Dean Strzelecki

**DATE:** April 21, 2016

**TO:** Mayor and Board of Trustees

**FROM:** Mary J. Anderson, Public Services Director

**SUBJECT:** Street Lighting Project Information

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In November, 2013, the Village tested 184 street light poles along Milwaukee Avenue for structural and foundation integrity. Of these 184 poles, 103 failed testing, therefore the second round of testing was halted and the decision was made to move forward with replacing all the street lights. Temporary repairs were made to the damaged poles. Currently there are 260 poles on Milwaukee Avenue and 58 poles on Waukegan Road. Although the Village was planning to bond the entire project cost of replacement, staff was able to secure \$7 million of the estimated \$8.75 million required for the project through a Surface Transportation Project grant (STP) with the Northwest Council of Mayors Technical Committee.

The following are the project limits:

- Milwaukee Avenue - Albion Avenue to Greenwood Avenue (excluding the portion between Harlem Avenue and Howard Street located within the City of Chicago).
- Waukegan Road - Milwaukee Avenue to Main Street

This project will provide the following benefits:

- Use of energy efficient LED lighting, reducing operational costs.
- Provide increased safety and security along the roadway and sidewalks in a night time environment.
- Provide for the installation and implementation of a wireless adaptive control and management system allowing monitoring of the lighting system performance, notifying the Village of lighting unit failures and give indication of possible causes of light failure. This in turn reduces maintenance expenses, improves repair response time, aids in keeping a functioning system and provides a safer environment for all.

- The street light poles will be designed with the structural capacity to support hanging flower baskets, banners, flags and holiday decorations, and will be more aesthetically pleasing than the current fixtures installed over 50 years ago.
- The lighting system will be designed to current IESNA Standards which gives consideration to roadway type, traffic volume, bicycle traffic, pedestrian traffic, and land use type throughout the project limits.
- The lighting design will improve safety and reduce accidents by creating uniform light distribution with increased levels at potential conflict areas.
- It will also improve visibility through lighting unit placement and incorporating fixtures with a light color temperature that present objects in true color making them more easily identifiable.
- Installation of light fixtures that are unique to Niles and captures the look we are striving to achieve, instead of a common “cookie cutter” fixture from a catalog.

Selection of the fixture is the critical path item which controls the schedule of the items which follow. Prior to completing pre-final Phase II plans we must select the fixture, complete Phase I geometry design, obtain any required easements, obtain Phase 1 design approval, have the project programmed for construction with the Northwest Council of Mayors (after Phase I engineering is completed) and budget the Village’s matching funding.

Based on the Sternberg contract approval in April, 2016 with late July, 2016 prototype fixture approval by the Village, we expect prefinal plans would be submitted to IDOT in March, 2017 for an August or September, 2017 letting.

We may find efficiencies in the schedule if the easement and right-of-way acquisition related requirements are minimal, but for now we would project a fall 2017 construction. Any delay beyond July in the fixture selection could push the construction schedule further back.



LIGHTING & CONTROLS

Quote

Job Name: MILWAUKEE AVENUE REDEVELOPMENT

Quote #: 15-47706-1

Quote Label: 2/5/16

Job Location: Niles, Illinois

Issue Date: 2/9/2016

Good Through: 5/30/2016

Quoted By: Brady, Jennifer

KSA LIGHTING LLC
1220 CENTRAL AVE
HANOVER PARK, IL 60133-5420
(Phn) 630-307-6955 EXT:
(Fax) 630-307-6965

Quoted To: KSA LIGHTING LLC
1220 CENTRAL AVE
HANOVER PARK, IL 60133-5420

Table with 7 columns: Type, Qty, Manufacturer/Brand, Catalog #, Line Comment, Unit \$, Ext \$. Contains two line items for Sternberg Lighting fixtures.

Grand Total: \$29,495.00

Notes

- \* Lamps NOT Included Except as Noted
\* Manufacturer's Standard Freight Terms and Conditions for Sale Apply
\* Any deviation voids this quote.
\* Alternate Fixtures are not included in the total.
\* Final confirmation of quantities is the responsibility of the contractor.
\* Subject to approval; No plans or specs were provided at bid time.
\* Please reference KSA quote number on purchase order.
\* Luminaire testing is not included for all roadway quotations unless otherwise specified in the body of the quote.
\* ABL recognizes that certain chemicals that may exist in end-user locations release airborne contaminants that can impact the integrity and safety of key fixture components that contain acrylic material. Immediate damage may occur such as crazing, cracking, permeation losses and mechanical failure. Products with visually noticeable deterioration have diminished integrity and must be replaced immediately with a more suitable product for the application. For additional information please consult an authorized factory representative. For a full list of these chemicals please visit http://www.acuitybrandslighting.com/Library/LL/documents/otherdocuments/Acrylic-Polycarbonate-Compatibility.pdf
\* All control products will require submittal sets generated by KSA. Full Submittal sets are available upon receipt of HFR Purchase orders. Device color, voltage and counts must be verified prior to project release.
\* nLight devices require CAT 5 cable connections between devices. 1500 ft max cable length per zone. The preferred CAT 5 cable pin out for the nLight network is T568B.



LIGHTING & CONTROLS

# Quote

Job Name: MILWAUKEE AVENUE  
REDEVELOPMENT

Quote # : 15-47706-1

Quote Label: 2/5/16

Job Location: Niles, Illinois

Issue Date: 2/9/2016

Good Through: 5/30/2016

Quoted By: Brady, Jennifer

## Freight/Order Terms

Sternberg Lighting:

All shipments will be FOB origin. Most orders will be shipped common carrier and freight prepaid (freight allowed) by Sternberg. Consult factory quotation for the specific freight terms. \$50.00 minimum order.

Sternberg Lighting Terms of Sale:

1) Freight terms: Full freight allowed for one shipment & quoted quantities.

2) All orders \$10,000.00 and over require approved drawings prior to release.

3) Price good until expiration date. Lamps not included unless noted in part number.

4) Sternberg Lighting reserves the right to correct any typographical errors.

5) Cancellation of released purchase orders are subject to a 50% cancellation fee.

Freight Minimum:

Always Covered

Qualifies: Yes

# Village of Niles

## Treasurer's Report

March 31, 2016

### ACCOUNTS PAYABLE

ORG	FUND	AMOUNT
10000	General	\$ 842,756
22000	Motor Fuel Fund	\$ 580
23000	Street & Bridge	
25000	Debt Serv 1/4%	
30000	DUI Fund	\$ 632
31000	Drug Asset Forfeiture	
32000	Fed Equity Sharing	
33000	Art 36 Asset Forfeiture	
41000	Milwaukee/Touhy TIF	
43000	Cap Projects	
45000	Gross Pt/Touhy TIF	\$ 3,445
46000	Milwaukee TIF	\$ 488
50000	Water	\$ 1,689,226
52000	Fitness	\$ 17,065
55000	Municipal Waste	\$ 159,029
61000	Automotive	\$ 53,799
62000	Risk Management	\$ 79,654
Total A/P		\$ 2,846,673
Total Payroll		\$ 2,066,747
<b>Grand Total</b>		<b>\$ 4,913,420</b>

### CHANGES IN CASH/INVESTMENT BALANCES

FUND	BEGINNING BALANCE CASH/INVESTMENTS	RECEIPTS	DISBURSEMENTS	ENDING BALANCE CASH/INVESTMENTS
GENERAL(plus)	\$ 23,448,825	\$ 7,178,165	\$ 3,845,353	\$ 26,781,637
WATER	\$ 10,170,190	\$ 1,261,902	\$ 1,581,647	\$ 9,850,445
MOTOR FUEL TAX	\$ 3,436,929	\$ (8,627)	\$ -	\$ 3,428,303
DEBT SERVICE 1/4%	\$ 619	\$ -	\$ -	\$ 619
DUI FUND	\$ 157,472	\$ 2,381	\$ -	\$ 159,853
DRUG ASSET (STATE)	\$ 71,112	\$ 206.17	\$ -	\$ 71,318
ARTICLE 36	\$ 1,676	\$ (1,024.93)	\$ -	\$ 651
DRUG ASSET (FED)	\$ -	\$ -	\$ -	\$ -
FITNESS	\$ 96,557	\$ 142,774	\$ 49,806	\$ 189,524
CAP PRJCT (POLICE BUILDING & SSAs)	\$ 27,388	\$ 23,235.02	\$ -	\$ 50,623
GROSS PT/TOUHY TIF	\$ -	\$ -	\$ -	\$ -
MILW/TOUHY TIF	\$ 6,380,897	\$ 465,809	\$ -	\$ 6,846,706
<b>TOTAL</b>	<b>\$ 43,791,664</b>	<b>\$ 9,064,820</b>	<b>\$ 5,476,806</b>	<b>\$ 47,379,678</b>



Scot Neukirch  
Treasurer

# Statement of Investments

March 31, 2016

Fund	Current Book Value	Market Value	Unrealized gain/(losses)	% of Total Portfolio (Mkt)	Bank	Purch. Date	Matur. Date	Weighted Life(months)	Description	Annualized Yield
<b>GENERAL, STREET &amp; BRIDGE, MUNICIPAL WASTE, RISK MANAGEMENT AND AUTOMOTIVE</b>	6,846,438	6,846,438	0	14.38%	Illinois Funds			0.23	Ill Funds (mmkt)	0.30%
	67,773	67,773	0	0.14%	Illinois Funds(epay)			0.002	Ill Funds (mmkt)	0.30%
	1,906,592	1,906,592	0	4.00%	PNC (Iwood)			0.06	DDA (earnings credits)	0.25%
	2,694,671	2,694,671	0	5.66%	PNC			0.09	DDA (earnings credits)	0.25%
	13,768,980	13,768,980	0	28.92%	Amalgamated			0.46	Money Market	0.39%
	0	0	0	0.00%	Illinois Funds(online veh stkr)			0.000	Ill Funds (mmkt)	0.30%
	28,248	28,248	0	0.06%	Fifth Third (IPMG)			0.00	Checking	0.30%
	85,009	85,009	0	0.18%	Fifth Third (Claims Mgmt)			0.00	Checking	0.30%
	285,763	285,763	0	0.60%	PNC(E911)	3/1/2014		0.0094	Emergency Telephone	0.25%
	15,194	15,194	0	0.03%	Sub Bank & Trust			0.001	Amb Billing Lock Box	0.00%
	8,305	8,305	0	0.02%	IMET (Iwood Restricted)	12/15/2010		0.00	Convenience Fund (mmkt)	0.00%
	90,114	90,114	0	0.19%	IMET(Restricted)	12/15/2010		0.00	Convenience Fund (mmkt)	0.00%
	109,175	137,361	28,186	0.29%	Amalgamated	1/6/2006	8/25/2035	25.58	CWHL	17.87%
	2,642	3,240	597	0.01%	Amalgamated	7/1/2003	7/25/2033	0.55	FNMA	12.91%
	566,768	677,409	110,641	1.42%	Amalgamated	1/31/2005	8/25/2023	50.66	FNMA	8.63%
	28,095	38,835	10,740	0.08%	Amalgamated	9/30/2003	4/15/2033	5.78	FHLMC	18.81%
	68,892	99,662	30,769	0.21%	Amalgamated	9/30/2003	5/15/2033	14.25	FMNA	18.70%
	69,175	101,089	31,914	0.21%	Amalgamated	8/12/2003	5/15/2033	14.31	FHLMC	18.89%
	25,811	38,020	12,210	0.08%	Amalgamated	10/17/2003	5/15/2033	5.34	FHLMC	19.35%
	113,994	120,437	6,443	0.25%	Amalgamated	11/3/2004	4/20/2034	24.86	GNMA	8.57%
<b>FUND TOTAL</b>	<b>26,781,637</b>	<b>27,013,138</b>	<b>231,501</b>	<b>56.74%</b>				<b>7.11</b>	Weighted Avg	<b>0.75%</b>
<b>WATER</b>	3,278,469	3,278,469	0	6.89%	Amalgamated			0.11	Money Market	0.39%
	260,972	260,972	0	0.55%	Illinois Funds			0.01	Ill Funds (mmkt)	0.30%
	51,379	51,379	0	0.11%	Illinois Funds(epay Cr Cards)			0.002	Ill Funds (mmkt)	0.30%
	6,168,127	6,168,127	0	12.96%	PNC			0.20	DDA (earnings credits)	0.25%
	1	1	0	0.00%	PNC (2014 Stormwater Debt)			0.00	DDA (earnings credits)	0.25%
	27,672	27,672	0	0.06%	JP Morgan			0.001	Water Bill Lock Box	0.00%
	39,948	39,948	0	0.08%	Illinois Funds(online water)	7/23/2010		0.01	Ill Funds (mmkt)	0.30%
	13,120	13,120	0	0.028%	Ill Funds (INB)			0.0000	Credit Card Deposit	0.00%
	10,757	10,757	0	0.02%	IMET(Restricted)	12/15/2010		0.00	Convenience Fund (mmkt)	0.00%
	<b>FUND TOTAL</b>	<b>9,850,445</b>	<b>9,850,445</b>	<b>0</b>	<b>20.69%</b>				<b>0.04</b>	Weighted Avg
<b>DUI FUND</b>	159,852.55	159,853	0	0.34%	PNC			0.0053	DUI Enforcement	0.25%
<b>DRUG ASSET FORFEIT FUND (STATE)</b>	71,318	71,318	0	0.15%	PNC(SEIZURE)			0.0024	Drug Seizure	0.25%
<b>ART. 36 ASSET FORFEIT FUND</b>	651	651	0	0.00%	PNC			0.0000	Drug Seizure	0.25%
<b>DRUG ASSET FORFEIT FUND (FEDERAL)</b>	0	0	0	0.00%	PNC			0.0000	Drug Seizure	0.25%
<b>MOTOR FUEL TAX</b>	3,035,269	3,035,269	0	6.38%	Illinois Funds			0.10	Ill Funds (mmkt)	0.30%
	366,367	366,367	0	0.77%	PNC			0.01	DDA (earnings credits)	0.25%
	26,666.47	26,666	0	0.06%	IMET(Restricted)	12/15/2010		0.00	Convenience Fund (mmkt)	0.00%
<b>FUND TOTAL</b>	<b>3,428,303</b>	<b>3,428,303</b>	<b>0</b>	<b>7.20%</b>				<b>0.04</b>	Weighted Avg	<b>0.29%</b>
<b>DEBT SERV 1/4 %</b>	619	619	0	0.00%	PNC			0.000	Money Market	0.25%
<b>FITNESS</b>	117,860	117,860	0	0.25%	PNC			0.004	DDA (earnings credits)	0.25%
	70,967	70,967	0	0.149%	Ill Funds (INB)			0.0023	Credit Card Deposit	0.00%
	697	697	0	0.001%	Ill Funds (E-Pay)			0.0000	Credit Card Deposit	0.00%
<b>FUND TOTAL</b>	<b>189,524</b>	<b>189,524</b>	<b>0</b>	<b>0.40%</b>				<b>0.0021</b>	Weighted Avg	<b>0.16%</b>
<b>CAPITAL PROJ</b>	50,623	50,623	0	0.11%	PNC			0.00	DDA (earnings credits)	0.25%
<b>MILWAUKEE TOUHY TIF</b>	1,363,235	1,363,235	0	2.86%	PNC			0.05	DDA (earnings credits)	0.25%
	79,303	79,303	0	0.17%	IMET(Restricted)	12/15/2010		0.00	Convenience Fund (mmkt)	0.00%
	5,404,167	5,404,167	0	11.35%	Illinois Funds			0.18	Ill Funds (mmkt)	0.30%
<b>FUND TOTAL</b>	<b>6,846,706</b>	<b>6,846,706</b>	<b>0</b>	<b>14.38%</b>				<b>0.08</b>	Weighted Avg	<b>0.28%</b>
<b>GRAND TOTAL</b>	<b>47,379,678</b>	<b>47,611,180</b>	<b>231,501</b>	<b>100.00%</b>				<b>3.04</b>	Weighted Avg	<b>0.55%</b>

Investment Policy Limit (2): 84  
**90 Day Treasury (3): 0.23%**  
**24 Month Treasury (4): 0.80%**

Institution	Amount	Percent of Portfolio	Investment Policy Limit (1)
Illinois Funds	15,750,783	33.1%	40%
PNC	13,185,680	27.7%	50%
Amalgamated	17,047,448	35.8%	50%
IMET	255,094	0.5%	40%
Others	156,122	0.3%	
Securities	1,216,053	2.6%	
<b>Total Portfolio</b>	<b>47,611,180</b>	<b>100.0%</b>	

**Notes**

- (1) The percent of the total Niles portfolio that is allowed to be invested in the institution exclusive of any securities held for safe keeping.
- (2) The average weighted life of the portfolio is not to exceed 84 months
- (3) The Village will use the 90 day treasury as its benchmark per the investment policy.
- (4) We included the 24 month treasury since it more closely matches the current duration of our portfolio than the 90 treasury.