

PUBLIC NOTICE

IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND ORDINANCES OF THE VILLAGE OF WHEELING, NOTICE IS HEREBY GIVEN THAT

**THE REGULAR MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING
WILL BE HELD ON TUESDAY, FEBRUARY 16, 2016 AT 6:30 P.M.
IN THE BOARD ROOM, WHEELING VILLAGE HALL,
2 COMMUNITY BOULEVARD, WHEELING, ILLINOIS
VILLAGE PRESIDENT DEAN S. ARGIRIS PRESIDING**

**DURING WHICH MEETING IT IS ANTICIPATED THERE WILL BE DISCUSSION AND
CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON
THE MATTERS CONTAINED IN THE FOLLOWING:**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL FOR ATTENDANCE**
4. **APPROVAL OF MINUTES:** Regular Meeting of January 18, 2016
Special Meeting of January 25, 2016
5. **CHANGES TO THE AGENDA**
6. **PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**
7. **APPOINTMENTS AND CONFIRMATIONS**
8. **ADMINISTRATION OF OATHS**
9. **CITIZEN CONCERNS AND COMMENTS**
10. **STAFF REPORTS**
11. **CONSENT AGENDA** - All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.
- A. [Resolution Accepting a Proposal from Haeger Engineering LLC for Additional Engineering Design Services for the Milwaukee Avenue Sidewalk Improvement Project](#)
- B. [Resolution Approving an Agreement with RJN Group, Inc. for Sanitary Sewer Evaluation Services \(SSES\)](#)
- C. [Ordinance Repealing Ordinance No. 2383, Which Granted a Variation in Relation to the Location of Parking for 120 West Palatine Road \[Docket No. 660\]](#)
12. **OLD BUSINESS** NONE

13. NEW BUSINESS All listed items for discussion and possible action

- A. [Resolution Awarding a Façade Improvement Grant for Siding-1 Windows-1 Exteriors, 322 N. Milwaukee Avenue](#)
- B. [Resolution Waiving Competitive Bidding and Authorizing the Village Manager to Accept a Proposal from Metropolitan Pump Company for the Replacement of the Milwaukee Avenue Sanitary Lift Station Control Panel](#)
- C. [Resolution Waiving Competitive Bidding and Approving a Proposal from Fountain Technologies, Ltd. for Fountain Maintenance Services for FY 2016](#)
- D. **Two (2) Resolutions** Rejecting All Bids, Waiving Competitive Bidding Requirements, and Authorizing a Contract for the Aggregate Material Delivery and Debris Hauling Project
 - 1. [Resolution Rejecting All Bids for the Aggregate Material Delivery and Debris Hauling Project](#)
 - 2. [Resolution Waiving Competitive Bidding and Approving a Three-Year Contract for Aggregate Material Delivery and Debris Hauling with LoVerde Construction Co., Inc.](#)
- E. [Ordinance Amending Title 11, Rights-of-Way, Streets, and Sidewalks, of the Wheeling Municipal Code, Relative to Personal Wireless Telecommunication Facilities in Public Rights-of-Way](#)
- F. [DISCUSSION RE: Concept Review of Proposed Woods of Wheeling Planned Unit Development on the Vacant Parcel at 911 West Dundee Road](#)

14. OFFICIAL COMMUNICATIONS

15. APPROVAL OF BILLS January 28–February 10, 2016

16. EXECUTIVE SESSION

17. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED

18. ADJOURNMENT

***THIS MEETING WILL BE TELEVISED ON WHEELING CABLE CHANNELS 17 & 99
IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING BUT REQUIRE AN AUXILIARY AID,
SUCH AS A SIGN LANGUAGE INTERPRETER,
PLEASE CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.***

VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): #11.A
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 16, 2016

TITLE OF ITEM SUBMITTED: A Resolution Accepting A Proposal From Haeger Engineering LLC For Additional Engineering Design Services For The Milwaukee Avenue Sidewalk Improvement Project

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution seeking approval of a not-to-exceed \$24,750 proposal from Haeger Engineering LLC for IDOT required variance request and ADA compliance work on private property for the Milwaukee Avenue Sidewalk Improvement Project.

BUDGET²: Included in the Budget.

BIDDING³: Not required for professional services.

EXHIBIT(S) ATTACHED: Memo, Resolution, Proposal.

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered



MEMORANDUM

TO: Jon Sfondilis, Village Manager
FROM: Mark Janeck, Director of Public Works
DATE: February 11, 2016
SUBJECT: Haeger Engineering LLC's Professional Engineering Services Agreement for the Milwaukee Avenue Sidewalk Improvement Project

EXECUTIVE SUMMARY

Staff is seeking approval of a not-to-exceed \$24,750 proposal from Haeger Engineering for additional design work required by Illinois Department of Transportation (IDOT) for the Milwaukee Avenue Sidewalk Project.

Haeger Engineering was previously awarded a contract by the Village through Resolution 14-13 on January 20, 2014, for engineering services including surveying, design, preparation of contract documents, to comply with and obtain Congestion Mitigation and Air Quality (CMAQ) funding participation for Milwaukee Avenue sidewalk improvements. The plans were completed and submitted to IDOT for clearance through their Federal Highway Administration (FHWA) department in order to qualify this project for grant funding.

FHWA review comments have increased design requirements for the project in order to obtain CMAQ grant funding. Specifically, insufficient right-of-way on Milwaukee Avenue requires a variance approval to provide standard pedestrian path width and buffering, and all existing driveways within the project area need to be brought into ADA compliance requiring unforeseen private property easements to complete construction. This project consists of approximately 2,800 linear feet of 5' wide sidewalk and a signalized pedestrian crossing at Hintz Road and Milwaukee Avenue. This sidewalk will help connect the residential area to the north and west, as well as the industrial area to the south with Pace bus routes 234 and 272 which serve over 1,000 riders a day.

The land uses accessing the Milwaukee Avenue and Hintz Road bus stops reflect a significant increase in residential development, and several new terminals and hangars at the airport over the past 20 years. The Comprehensive Plan for the Village of Wheeling indicates continued redevelopment of the Industrial Lane area. The current lack of sidewalk in the area decreases the likelihood of repeat mass transit riders particularly in bad weather. Long term planning for regional bus rapid transit includes Milwaukee Avenue and Hintz Road, and the proposed sidewalk segments are in close proximity to the intersection of those routes.

The attached not-to-exceed \$24,750 proposal for the subject engineering work is not included in the original scope of work approved for this project. Funding for design services has been allocated in the CIP Budget. Overall project construction cost is expected to be approximately \$370,000.

Village Staff has worked with Haeger Engineering over the past several years, including all engineering work for the 2015 street and water main projects, and is extremely pleased with their work product and cost of services.

With your concurrence, please include this item on the February 16, 2016 Board meeting agenda.

RESOLUTION NO. 16 - _____

A RESOLUTION ACCEPTING A PROPOSAL FROM HAEGER ENGINEERING LLC FOR ADDITIONAL ENGINEERING DESIGN SERVICES FOR THE MILWAUKEE AVENUE SIDEWALK IMPROVEMENT PROJECT

WHEREAS, the Active Transportation Plan was approved on January 7, 2013 (Ordinance 4749) to adopt the completed bicycle and pedestrian plan; and

WHEREAS, sidewalks are planned for construction in areas that contain gaps in the existing sidewalk network; and

WHEREAS, Haeger Engineering was previously awarded a contract for engineering services including surveying, design, and CMAQ grant application process for the Milwaukee Avenue Sidewalk Improvements; and

WHEREAS, it was determined by IDOT that a variance request and ADA compliance work on private property has to be completed before the plans are approved for grant funding; and

WHEREAS, it is determined to be in the best interest of the Village of Wheeling to accept the attached proposal from Haeger Engineering for the additional engineering services in the amount not-to-exceed \$24,750;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the \$24,750 not-to-exceed proposal from Haeger Engineering LLC, Schaumburg, IL, for additional design services for the Milwaukee Avenue Sidewalk Improvement Project is approved in accordance with the proposal dated January 18, 2016.

Trustee _____ moved, seconded by Trustee _____ that Resolution No. 16 - ____ be adopted.

Trustee Brady _____ Trustee Krueger _____

Trustee Vito _____ Trustee Lang _____

Trustee Papantos _____ Trustee Vogel _____

President Argiris _____

ADOPTED this _____ day of _____, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Dean S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk

EMAIL

January 18, 2016

Jon Tack, P.E.
Village Engineer
Village of Wheeling
2 Community Blvd
Wheeling, IL 60090
jtack@wheelingil.gov

**Re: Milwaukee Avenue Sidewalk Improvement Project
IDOT BLR & FHWA Format Document Preparation
Proposal for Civil Engineering & Land Surveying Work
Our File No.: P16991.012**

Haeger Engineering, LLC ("Haeger") is pleased to present this proposal for professional engineering and land surveying services on the subject property.

Project Understanding & Assumptions:

As you know we have been working for the Village to prepare sidewalk improvement plans for proposed locations on the west side of Milwaukee Avenue in the vicinity of Hintz Road. We have completed these plans and submitted them to IDOT for clearance through their Federal Highway Administration (FHWA) department, in order to qualify the project for funding requests through various grant programs (CMAQ, TAP, ITEP).

Through this IDOT FHWA review, additional design scope has been imposed on the project in order to continue through the qualification process, related to a design variance request due to having insufficient right-of-way area on Milwaukee Avenue to provide standard pedestrian path width and buffering from the road. Additionally, all existing driveways through the project area are being required to be reconstructed and brought into ADA compliance, which will require easements to be obtained from these property owners to perform work on their private property.

This variance request and ADA compliance work on private property was not included in our original proposal scope. Accordingly we including it in this proposal. We propose to perform the following work for this project:

1.) IDOT FHWA VARIANCE DESIGN SUBMITTAL

As mentioned above, during the ongoing FHWA submittal with IDOT, additional design information has been requested which was not included in our original scope. This work includes the following:

- Preparation of cost estimate for alternate scenario for sidewalk improvement without any design variance requests. This would involve estimating cost of obtaining additional right-of-way along the sidewalk project route to provide the minimum required buffer distance from the curb, relocation of existing signage and utilities and other improvements.
 - Preparation of cost estimate for proposed project with design variances, as presently being proposed.
 - Completion of IDOT FHWA design exception form with citation of BLR sections and proposed variances from code requirements
 - Preparation of full design plan cross-sections from centerline of Milwaukee Avenue into private property showing proposed design variance improvements.
-



We will prepare these documents and submit them to IDOT for review. We will respond to one further round of review comments from IDOT FHWA for these documents and include a point-by-point response letter detailing how we addressed the review comments.

2.) OFFSITE PRIVATE DRIVEWAY SURVEYING, DESIGN & EASEMENT DOCUMENT PREPARATION

In the original project proposal scope we assumed that no modification of existing driveways along the project length would be required. During the FHWA review, IDOT indicated that all existing driveways along the project area must be brought into current ADA compliance, including installation of detectable warnings and compliance with maximum slopes (2% max cross-slope and 5% max ramp slope).

Bringing all existing driveway aprons into compliance will require performing work on adjacent private property, as several of the driveway aprons are presently over the maximum allowable slope, and must be flattened out to be brought into compliance. Flattening these driveway aprons will require rebuilding private driveway or parking lot area behind the reconstructed sidewalk and aprons, to make up the elevation caused by flattening the driveway aprons.

Once the required work area on the private driveways or parking areas is defined, the Village will need to obtain easements from these property owners in order to install the improvements. We will prepare the easement documents required to obtain these easements, but assume that the Village will perform all work required to obtain easement signatures from the property owners, including meeting with the individual property owners, either individually or at an open-house type event. Accordingly we propose to provide the following design services related to these tasks:

- Expand the existing Topographic Survey to extend further onto private driveway or parking lot areas, in order to evaluate the extent of work required on private property to accommodate modification of the existing driveway aprons into ADA compliance. The additional surveying work will be done at the driveways and parking lots of the following properties along the project area: 700, 800, 880, 960, 966, 1000, 1004, 1010, 1026, 1030, 1040, 1042 & 1044 S. Milwaukee Avenue.
- Prepare updated grading plans for the private driveway or parking lot areas referenced above to accommodate the construction of ADA compliance driveway aprons within the Milwaukee Avenue right-of-way. In cases where the existing driveway apron exceeds 2% slope, this will involve rebuilding the driveway or parking lot areas to slope back up to existing grade from the new lowered driveway apron.
- After the grading limits have been established on each property, required Construction Easement areas will be defined, and individual Plats of Easement will be prepared for each property owner requiring them. The Plat of Easement will be prepared in a format acceptable to IDOT/FHWA for the work. Based on our initial review of driveway conditions, we assume for this proposal that Plats of Easement will be required for ten (10) of the properties along the project length.

As mentioned above, we assume that the Village will coordinate and perform all work required to obtain these easements from the individual property owners, including informing the owners of the work to be performed, meeting with them, coordinating compensation for the easements and obtaining their signatures to execute the easements.

3.) EXCLUSIONS

The following items are specifically excluded from this proposal. If they become necessary, then the work associated with the task would be considered an additional service:

- 1) Changes to our engineering or surveying documents caused by a change in the site plan after the original site plan has been provided to us.
- 2) Changes in design required through no fault of the Engineer, including changes in previously approved scope of work and changes to the site plan after initial approval of it.
- 3) Additional coordination meetings beyond those specified herein.

Other items specifically excluded from this proposal are:

- 4) Test borings or other sub-surface exploration reports or samplings.



- 5) Laboratory inspections or tests, such as earthwork compaction tests.
- 6) Filing and permit fees and Village inspection fees.
- 7) Landscape Plans.
- 8) Traffic / Pedestrian Signal Modifications.
- 9) Site lighting plans, Roadway Lighting Plans and Photometrics.

4.) FEES

We propose to do the work described for the following not-to-exceed fees:

1. IDOT FHWA VARIANCE DESIGN SUBMITTAL	Not to Exceed	\$ 5,500
2. OFFSITE PRIVATE DRIVEWAY SURVEYING, DESIGN & EASEMENT DOCUMENT PREPARATION	Not to Exceed	\$ 18,500
Reimbursables (Printing, Delivery, Documents)	Not to Exceed	\$ 750
	Total (NTE)	\$ 24,750

5.) METHOD OF PAYMENT

We propose to bill you monthly during the course of work. The billing will be based on the percentage completed for each phase of the project. Our standard hourly rates are listed below, and we propose to utilize these rates for the project and any authorized additional services:

Principal	\$130.00	-	\$150.00
Associate	110.00	-	130.00
Project Engineer	90.00	-	110.00
Engineer	70.00	-	90.00
Professional Land Surveyor	100.00	-	120.00
Land Surveyor	80.00	-	100.00
Resident Engineer	80.00	-	100.00
Senior Technician	70.00	-	90.00
Technician	50.00	-	70.00
Administrative	50.00	-	70.00
Survey Crew One Man	110.00		
Survey Crew Chief	90.00		
Survey Crew Technician	50.00		
Survey Crew One Man Premium Time	130.00		
Survey Crew Chief Premium Time	110.00		
Survey Crew Technician Premium Time	70.00		
Survey Crew One Man Double Time	150.00		
Survey Crew Chief Double Time	130.00		
Survey Crew Technician Double Time	90.00		

Notes:

- 1.) A survey party consists of a crew chief and one or more technicians.
- 2.) Crew rates include a Robotic Total Station or GPS equipment.
- 3.) Premium Time occurs when work is requested / required on Saturday or after 8 hours per day.
- 4.) Double Time occurs when work is requested / required on Sunday or Official Holiday.



We will also bill for reimbursable expenses including prints, mylars, purchased documents for the project, overnight mail services, messenger services, authorized travel expenses, and other miscellaneous reimbursable expenses at cost plus 10% for handling.

All invoices are due and payable within 30 days after submittal to you. All invoices shall be deemed to be proper and acceptable unless we are contacted in writing regarding an objection to the invoice within 15 days of the invoice date. Interest will be charged on all overdue payments at a rate of 1% per month.

This proposal is subject to our general terms and conditions which are incorporated herein. If this proposal is acceptable to you, please sign one copy and return it to us.

Sincerely,

HAEGER ENGINEERING, LLC

Mike Anderson, P.E., LEED AP
Vice-President

ACCEPTED BY:	
<u>Jon A. Sfondilis</u>	_____
Printed Name	
<u>2 Community Blvd., Wheeling, IL 60090</u>	_____
Billing Address	
_____	<u>02/16/16</u>
Signature, Date	

GENERAL TERMS AND CONDITIONS

HAEGER ENGINEERING, LLC ("HAEGER" or "Consultant") agrees to furnish and the Client agrees to pay for engineering services provided on the project identified in Haeger's Proposal. Haeger and the client agree to the following terms and conditions governing this Agreement. For the purposes of this document, "Work" refers to construction and "services" refers to professional services.

1. **AGREEMENT.** These General Terms and Conditions, and the Haeger Engineering, LLC Proposal, to which these terms are attached (collectively, this "Agreement") shall be deemed to be one instrument. The Proposal and General Terms and Conditions shall be incorporated and made a part hereof of any Contract entered into between the parties and shall be binding and agreed to by both parties.
 2. **CLIENT'S RESPONSIBILITIES.** Client shall do the following in a timely manner so as to not delay the services of Haeger.
 - a.) Provide all criteria and full information as to client's requirements for the project, including design objectives and constraints, borings, probings and sub-surface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions, zoning, deed and other land use restrictions; all of which Haeger may use and rely upon in performing services under this Agreement.
 - b.) Arrange for access to and make all provisions for Haeger to enter upon public and private property as required for Haeger to perform services under this Agreement.
 - c.) Give prompt written notice to Haeger whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Haeger's services, or any defect or non-conformance in the work of any Contractor.
 - d.) Client reserves the right by written Change Order or Amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Haeger and Client shall negotiate adjustments acceptable to both parties to accommodate any changes.
 - e.) Make timely progress payments to Haeger as required by the Agreement.
 3. **HAEGER'S RESPONSIBILITIES.** Haeger will render engineering services in accordance with generally accepted and currently recognized engineering practices and principles. Notwithstanding anything to the contrary which may be contained in this Agreement, or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, Haeger shall not have control or be in charge of, and shall not be responsible for the means, methods, techniques, sequences, or procedures of construction, or the safety, safety precautions, or programs of the Client, the Construction Contractor, or other Contractors or Subcontractors performing any of the Work or providing any of the Services on the Project. Nor shall Haeger be responsible for the acts or omissions of the Client, or for the failure of the Client, any Architect, Engineer, Consultant, Contractor or Subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended or waived by Haeger.
 4. **INVOICES, PAYMENTS AND INTEREST.** All invoices are due and payable within thirty (30) days after submittal to Client unless specified otherwise in the proposal. All invoices shall be deemed to be proper and acceptable unless we are contacted in writing regarding an objection to the invoice within fifteen (15) days of the invoice date. Interest will be charged on all overdue payments at a rate of 1% per month.
 5. **SUSPENSION OR TERMINATION OF CONTRACT.** Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.
 6. **THIRD-PARTY BENEFICIARY.** If Client is a Contractor for the Owner of the Property, the parties acknowledge that Haeger Engineering, LLC is intended to be a third-party beneficiary of the contract entered into between Owner and Client. If Client is the Owner of the Property, the parties acknowledge that Haeger Engineering, LLC is intended to be a third-party beneficiary of the Construction Contract entered into between Owner and Contractor.
 7. **INDEMNIFICATION.** Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's
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negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

8. **FORCE MAJEURE.** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
9. **OWNERSHIP OF DOCUMENTS.** All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Failure by the client to pay for these services will result in the automatic revocation of the license. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.
10. **USE OF ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.
11. **OPINIONS OF COST.** When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.
12. **INSURANCE.** If the project goes to construction, the Client agrees to secure from all Contractors and Subcontractors working directly or indirectly on the Project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage in an amount not less than \$1,000,000 per occurrence, naming the Client and Haeger Engineering, LLC and their officers, employees and agents as additional insureds, and that said Contractor and Subcontractor shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the Work.
13. **ENFORCEABILITY.** In the event that Haeger Engineering, LLC refers this Agreement to any attorney for any reason growing out of or related to interpretation of this Agreement or enforcement of any of the obligations hereunder, Client agrees to pay Haeger Engineering, LLC's reasonable attorney's fees and such actual costs incurred by Haeger Engineering, LLC.
14. **ASSIGNMENT.** This Agreement may not be assigned by Client without Haeger Engineering, LLC's written consent. In the event that Haeger Engineering, LLC consents to an assignment, such consent shall not relieve Client from any of its obligations under this Agreement. The Assignee shall be considered the agent of the Client, Client shall remain liable as if no assignment has been made. The Assignee shall be subject to and bound by the terms of the Proposal and the Terms and Conditions incorporated therein.
15. **SEVERABILITY.** Should any of the provisions of this Agreement prove to be invalid or otherwise ineffective, the other provisions of this Agreement shall remain in full force and effect.
16. **CONFLICT OF LAW.** The laws of the State of Illinois shall govern the interpretation, validity and construction of the Terms and Conditions of this Agreement.
17. **ACCEPTANCE OF THIS AGREEMENT.** Authorization for Haeger Engineering, LLC to initiate services on the Project shall constitute acceptance of the terms and conditions of this Agreement.

VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): #11.B

(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 16, 2016

TITLE OF ITEM SUBMITTED: A Resolution Approving an Agreement with RJN Group, Inc. for Sanitary Sewer Evaluation Services (SSES)

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution seeking approval of a not-to-exceed \$149,466 proposal from RJN Group, Inc. to prepare and complete Sanitary Sewer Evaluation Service (SSES).

BUDGET²: Included in the 2016 budget

BIDDING³: Not required for professional services

EXHIBIT(S) ATTACHED: Memo, Resolution, Proposal, Contract

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: Village Manager

¹ *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

² *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

³ *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: Mark Janeck, Director of Public Works
DATE: February 9, 2016
SUBJECT: Sanitary Sewer System Evaluation Services (SSES)

EXECUTIVE SUMMARY

Staff recommends entering into a not-to-exceed contract with RJN Group, Inc. in the amount of \$149,466 that includes professional engineering services for Sanitary Sewer Evaluation Services (SSES) on specific high-risk areas. This is a yearly program analysis required to comply with the Metropolitan Water Reclamation District of Greater Chicago (MWRD) standards that were enacted in 2015.

All Cook County communities are required to comply with National Pollutants Discharge Elimination System (NPDES) regulations which include numerous storm sewer maintenance tasks performed by Public Works personnel. A new requirement of NPDES implemented by the MWRD is referred to as the Infiltration/Inflow (I&I) Control Program ("Program"). The Program seeks to rehabilitate and correct sanitary sewer system deficiencies and continue long-term sanitary sewer management and maintenance programs through entities that are tributary to MWRD's facilities. This Program is an unfunded mandate that provides a framework to meet certain goals: (1) maintain infrastructure to prevent sanitary sewer overflows and basement backups due to sewer surcharging and other adverse sewer system conditions; (2) comply with the MWRD's NPDES Permit and all other federal, state, and local laws and regulations; and (3) minimize extraneous flows transported to MWRD's facilities due to defective system components or illegal connections. The Program is separated into Short Term and Long Term sanitary sewer infrastructure improvements as determined by a SSES.

The Short-Term requirements need to be completed within five (5) years of MWRD's implementation of the I/I Control Program, which took place in 2015. The Village anticipated this Program and contracted with RJN Group Inc. ("RJN") over the past two (2) years to perform sanitary sewer flow monitoring in 2014 (at a cost of \$134,785.50), to determine high-risk areas of the existing system. SSES was performed by RJN in 2015 (at a cost of \$143,873) which included sanitary sewer televising review, smoke testing, manhole inspection, and dye/flood testing. Televising approximately 53,000 linear feet of sanitary sewer by Village personnel and equipment reduced the RJN FY 2015 costs by approximately \$159,000.

The current \$149,466 RJN proposal for 2016 represents additional SSES implementation in selected areas of the Village. Services include smoke testing, manhole inspection, dyed water flooding, televising review, and completion of MWRD Summary Reports. Additional sewer televising (82,000 lf) performed by Public Works personnel and equipment will reduce RJN costs by approximately \$245,000 during FY 2106.

A request for proposal (RFP) relative to sanitary sewer flow monitoring and the SSES was issued to four (4) consultants in early 2014 and 2015, respectively. RJN Group, Inc., based in Wheaton, Illinois, was the only firm that provided a proposal in both cases. RJN has specialized in sanitary sewer services and review throughout Cook County and the surrounding metropolitan area for more than 39 years. Resolution 15-57 awarded the most recent contract for SSES to RJN on April 27, 2015.

This proposed contract is necessary to meet existing NPDES regulations and we are confident in RJN's ability to adequately perform the SSES for the Village of Wheeling. Public Works expects at least one (1) additional year of similar consultant costs toward the SSES in order to comply with the Short-Term I&I Control Program goals. The assumption of approximately three (3) miles of Old Town sewer pipe will also require similar infrastructure maintenance and improvements at an unknown cost.

With your concurrence, please include this item on the February 16, 2016 Board meeting agenda.

RESOLUTION NO. 16 - _____

**A RESOLUTION APPROVING AN AGREEMENT WITH RJN GROUP, INC. FOR
SANITARY SEWER EVALUATION SERVICES (SSES)**

WHEREAS, the Village proposes to institute a Sanitary Sewer Evaluation Services (SSES) process to meet Metropolitan Water Reclamation District (MWRD) standards; and

WHEREAS, the Village recognizes the need to improve its sanitary sewer system to reduce uncontrolled system leaks, sewer gas emissions, reveal cracks in the system, and reduce groundwater inflows, all of which can cause hazards and reduce efficiency of the overall system; and

WHEREAS, request for proposals (RFP) were sent to four (4) consultants on February 13, 2015; and

WHEREAS, staff received and reviewed one (1) RFP document from the consultant pool and determined that RJN Group, Inc. is a qualified firm meeting all requirements; and

WHEREAS, on April 27, 2015, Resolution 15-57 awarded a contract to RJN Group, Inc. for the 2015 SSES; and

WHEREAS, it is determined to be in the best interest of the Village of Wheeling to accept the attached proposal from RJN Group, Inc. for the 2016 SSES;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the \$149,466 not-to-exceed proposal from RJN Group, Inc. for Sanitary Sewer Evaluation Services is approved in accordance with the proposal dated February 1, 2016.

Trustee _____ moved, seconded by Trustee _____
that Resolution No. 16 - ____ be adopted.

President Argiris _____

Trustee Brady _____

Trustee Papantos _____

Trustee Krueger _____

Trustee Vito _____

Trustee Lang _____

Trustee Vogel _____

ADOPTED this _____ day of _____, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson, Village Clerk

February 1, 2016

Mr. Jeff Wolfgram
Utility Superintendent
Village of Wheeling
2 Community Boulevard
Wheeling, Illinois 60090

SUBJECT: PROPOSAL FOR PROFESSIONAL ENGINEERING AND SPECIALTY FIELD SERVICES FOR THE 2016 SSES PROGRAM – VERY HIGH AND HIGH PRIORITY BASINS

Dear Mr. Wolfgram:

RJN Group, Inc. (RJN) is pleased to submit this proposal to the Village of Wheeling (Village) for the 2016 SSES Program – Very High and High Priority Basins.

On April 7, 2014, RJN and the Village of Wheeling entered into a Professional Services Agreement contract for Village-wide flow monitoring and I/I analysis. This work was completed in 2014 and a multi-year plan was provided within the final report. The re-selection of RJN by the Village for Sanitary Sewer Evaluation Services (SSES) was executed in early March 2015. This proposal represents follow-up SSES for select basins within the Village, in accordance with flow monitoring and I/I analysis performed in 2014.

PROJECT UNDERSTANDING AND APPROACH

Following the selection by the Village of Wheeling as Sanitary Sewer Engineering Consultant, RJN Group was contracted to complete flow monitoring throughout the Village, analyze the data collected during dry and wet weather, and assign a level of priority based on backups and peaking factors to each basin area. Results of the findings from the investigations have been presented to the Village in a formal report and recommendations for follow-up have been provided.

The general plan for the SSES and rehabilitation programs for the next few years is to focus on the Very High Priority basins and the High Priority basins, including performing smoke testing, manhole inspections and closed circuit televising (CCTV) in each of those areas. These inspections are recommended to then be followed up with public sector rehabilitation projects. In order to achieve the best economy-of-scale within the rehabilitation phases, RJN recommends the Village alternate bidding CIPP lining work and manhole rehab work every other year. This allows larger projects for each activity, and better pricing for the Village. Additionally, RJN and the Village can then evaluate

the manhole inspection results and CCTV results for larger areas before putting these projects out to bid.

During Year 2 (2015), investigations focused on basins identified as Very High Priority based on flow monitoring results, which were Basins WHL-03, WHL-08 and WHL-14. RJN performed manhole inspections, smoke testing and limited dye-flooding within Basins WHL-03 and WHL-14, with review of in-house televising of WHL-08. The same field investigations are proposed for Basins WHL-02/02A, WHL-05 and WHL-08, with review of in-house televising of Basin WHL-14.

During Year 3 (2016), smoke testing and manhole inspections on basins WHL-02/02A, WHL-05 and WHL-08 will commence first, with follow-up services including: dye testing of defects indicating possible cross-connections found during smoke testing and updates to the 2015 manhole rehabilitation design based on inspection results. RJN has received televising data from the Village for Basin WHL-14 and will begin review upon contract approval. Initiating the televising of the three basins, starting with WHL-08, review of the recorded data and sewer main lining is also recommended to be included. Approximately 82,046 linear feet (LF) of sewers, 352 manholes (MH) and 997 properties exist within Basins WHL-02/02A, WHL-05 and WHL-08.

The tasks proposed are listed below:

- Smoke Testing Basins WHL-02/02A, WHL-05 and WHL-08 (82,046 LF of Sewer)
- Dye Flooding of Cross Connections (Locations TBD)
- Manhole Inspections Basins WHL-02/02A, WHL-05 and WHL-08 (352 Manholes)
- Manhole Rehabilitation Design Supplement
- Televising Review of Basin WHL-14 – (38,240 LF of Sewer)
- On-Call Assistance
- Year 3 Summary Report

Smoke testing, dyed water flooding and manhole inspections are standard SSES field investigations. These tasks are completed to identify sources of I/I, lead to the development of mapping updates, rehabilitation and disconnection recommendations.

In addition to the services outlined above, RJN will also work with the Village for the planning of both the 2017 program as well as continuous assessment of the long range plan outlined in the Flow Monitoring Report. The 2016 program is intended to continue with a priority on the areas with an immediate need.

Following the completion of the tasks outlined in the 2016 Program, all data and information will be consolidated into a final report/presentation to the Public Works Department. This report will summarize all investigations completed in 2016, the findings, and recommendations for moving forward.

PROPOSED SCOPE OF SERVICES

NOTE: Smoke testing, dyed water flooding, manhole inspections, and televising review services are scheduled for completion in 2016. The detailed scope of work for each of these tasks is provided in the attached Standard Scopes of Services.

1. Complete up to 82,046 linear feet of smoke testing within basins WHL-02/02A, WHL-05 and WHL-08 as outlined on the attached scope of services.
2. Complete up to 352 manhole inspections with up to 35 (10%) as full descent inspections and the remaining (~317) as surface inspections as outlined on the attached scope of services.
3. Perform dyed water flooding up to seven (7) days, dictated by smoke testing results and as outlined on the attached scope of services.
4. Supplement the manhole rehabilitation bid documents and specifications completed in 2015 including:
 - a. Finalize the list of manholes to be rehabilitated and submit to the Village;
 - b. Prepare detailed schedules and design details for recommended manhole rehabilitation;
 - c. Prepare Manhole Rehabilitation Exhibits to be included in the Specification Package, including manhole rehabilitation schedules and location exhibits;
 - d. Prepare Summary of Quantities and an Opinion of Probable Construction Cost;
 - e. Submit up to three sets of 95% Plans, Specifications and Opinion of Probable Construction cost for Village review and comment;
 - f. Finalize bid package with manhole rehabilitation exhibits, front-end documents, and specifications with submittal of a PDF of the final bid package to the Village.
5. Review up to 38,240 linear feet of CCTV footage for Basin WHL-14, as outlined on the attached scope of services.
6. Provide on-call assistance to Village Staff. Activities may generally include:
 - a. Correspondence to/from the Metropolitan Water Reclamation District (MWRD);
 - b. Meeting attendance;
 - c. MWRD Annual Summary Reports;
 - d. GIS assistance including geodatabase sharing, Historical Rehabilitation Exhibits, training and production services, and detailed exhibits when needed.
 - e. Additional quantities of the SSES work above, such as reviewing additional sewer televising (this would be invoiced under the related unit cost)

7. Provide summary report of findings as outlined on the attached scope of services and including:
 - a. Summary of smoke testing results;
 - b. Summary of dyed water flooding results;
 - c. Manhole inspection data;
 - d. Summary of televising review
 - e. Recommendations for I/I reduction/removal based on investigation results;
 - f. Recommendations for future studies and rehabilitation or construction.

ITEMS REQUESTED FROM THE VILLAGE

We request the following items from the Village:

1. Any updated GIS geodatabases and/or shape files for all sewer system programs.
2. Past reports, documents, and information as applicable for review.
3. Televising assistance and access to fire hydrant water during dyed water flooding.
4. Televising data from Basin WHL-14.

SCHEDULE

It is our understanding that contract approval is scheduled for approval in March 2016. RJN is prepared to begin work immediately upon contract approval. We offer the following schedule for each task:

- Manhole Inspections (April 2016 thru June 2016)
- Manhole Rehabilitation Supplement (August 2016)
- Smoke Testing (July 2016 thru August 2016)
- Dyed Water Flooding (August 2016 thru September 2016)
- Televising Review of Basin WHL-14 (April 2016 thru June 2016)
- Draft Report (December 2016)

PROPOSED FEE

RJN offers the following unit prices for the following services:

- | | |
|--|------------------|
| • Surface Manhole Inspections | \$88/MH |
| • Full-Descent Manhole Inspections | \$120/MH |
| • Smoke Testing Basins WHL-02/02A, WHL-05 and WHL-08 | \$0.85/LF |
| • Dye Flood Storm Cross-Connections | \$1,800/8-Hr Day |
| • Televising Review (CCTV by Village) | \$0.38/LF |

Unit prices are valid through January 27, 2017. Using these unit prices plus lump sum costs for the manhole rehabilitation supplement and T&M pricing for on-call assistance, we have developed the fee summary provided below:

YEAR 3 - SSES AND REHABILITATION 2016				
Task	Unit Price	Units	# of Units	Total Cost
Manhole Inspection Basins WHL-08, WHL-02/2A, WHL-05 Surface	\$88	Per Manhole	317	\$27,896
Manhole Inspection Basins WHL-08, WHL-02/2A, WHL-05 Full Descent	\$120	Per Manhole	35	\$4,200
Manhole Rehabilitation Supplement	\$5,500	Lump Sum	1	\$5,500
Smoke Testing Basins WHL-08, WHL-02/2A, WHL-05	\$0.85	Lineal Foot	82,046	\$69,739
Dye Flood Storm Cross-Connections	\$1,800	Per 8-Hr Day	7	\$12,600
Televising Review of Basin WHL-14	\$0.38	Lineal Foot	38,240	\$14,531
On-Call Assistance**	\$15,000	T&M	1	\$15,000
			TOTAL	\$149,466

* Price based on surface manhole inspection or full entry/descent manhole inspection. For budgeting purposes 10% of manholes are assumed to require full descent inspections. Manhole entry and descent is required when all aspects of the manhole cannot be seen or properly assessed from the surface.

** To allow the Village flexibility throughout the year to address sewer maintenances and inspection items as they come up RJN proposes a Miscellaneous Sewer Services task order for "On-Call Assistance." RJN will provide assistance with correspondence to MWRD, attendance at meetings, MWRD Annual Summary Reports, GIS assistance including Geo-Database sharing, Historical Rehabilitation Exhibits, training and production services, and detailed exhibits when needed. These monies can also allow for additional quantities of the proposed services, at the appropriate unit cost, at Village request.

The work will be billed monthly on a unit price and percent complete (as appropriate) basis with an estimated total fee of \$149,466.

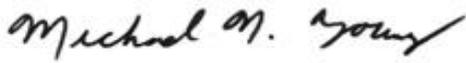
The on-call assistance will be provided on a time and material basis per the following rate schedule:

Classification	Hourly Rate
Project Director	\$190
Senior Project Manager	\$180
Project Manager	\$155
Senior Engineer/GIS Specialist	\$130
Project Engineer	\$115
Engineering Technician Intern	\$95
GIS Technician Specialist	\$85
Field Manager	\$75
Field Technician	\$70
Clerical	\$65

It is our pleasure to submit this proposal to the Village of Wheeling. Please feel free to contact John at (630) 682-4700 x 355 if you would like to discuss this proposal in detail. We are looking forward to the opportunity to continuing our relationship with the Village on this important program.

Sincerely,

RJN Group, Inc.



Michael N. Young, P.E.
Principal



John M. Welch, P.E., CFM
Senior Project Manager

Attachments:

Standard Scope of Services

Manhole Inspections – Standard Scope of Services

1. Provide equipment and personnel as necessary for manhole inspections.
2. Use handheld electronic data collection equipment for collecting manhole inspection data.
3. Complete surface manhole inspections for manholes as outlined. Collect the following attribute data, as it can be determined:
 - a. Mapping grade GPS locate of manhole;
 - b. Manhole diameter;
 - c. Manhole material;
 - d. Pipe invert measurements;
 - e. Connecting sewer diameter(s);
 - f. Connecting sewer material(s); and
 - g. Connecting sewer flow direction.
4. Identify and document manhole condition, including:
 - a. Direct evidence of I/I;
 - b. Open pickholes in lid;
 - c. Frame and adjusting ring condition, including needed adjustments and chimney seals;
 - d. Corbel condition and defects;
 - e. Wall condition and defects;
 - f. Trough and bench condition and defects; and
 - g. Pipe seal condition and defects.
5. Take a minimum of four digital photographs at each manhole structure
 - a. Surrounding area;
 - b. Manhole cover;
 - c. Topside - looking down; and
 - d. Manhole frame.
6. FOR FULL-DESCENT MANHOLE AND SPECIAL STRUCTURE INSPECTIONS: Provide all tasks above as well as perform a confined space entry, full-depth inspection. Provide additional digital photographs and observations of the bench and trough as well as for all pipe connections.
7. Provide data analysis as follows:
 - a. Compile field data and develop complete list of defects;
 - b. Incorporate results into GIS;
 - c. Assign an estimated flow to each defect; and
 - d. Determine an appropriate rehabilitation method and estimate an associated cost for each defect.
8. Provide the following information for the summary report:
 - a. Summary of work completed;
 - b. GIS map of manholes and identified defects;

- c. List of defects prioritized by cost effectiveness for rehabilitation;
 - d. Recommendations for follow-up SSES work; and
 - e. Recommendations for rehabilitation, including potential procurement methods and recommended contractors/vendors for various type of rehabilitation.
9. Provide digital copies of data, GIS geodatabases, and photographs.

Smoke Testing – Standard Scope of Services

1. Prepare a draft resident smoke testing notification letter to be sent by RJN to the affected residents and business owners. The letters will include RJN contact information for use during the smoke testing. If desired, these letters can be formatted as a public service announcement, billing insert, and/or used as a Reverse 911 message sent by the Village. If necessary, provide bilingual letter in Spanish.
2. Prepare smoke testing door hangers to be hung by RJN staff at each address less than one week prior to smoke testing. The door hangers will also include RJN contact information and can be bilingual if necessary.
3. Notify the Village and the local fire and police departments of planned smoke testing activities, including daily updates.
4. Provide equipment, personnel, and smoke as necessary for smoke testing.
5. During smoke testing, erect smoke testing signs near the testing area and answer resident and Village questions on-site as well as through phone calls.
6. Use handheld electronic data collection equipment for collecting smoke testing data.
7. Smoke test the sanitary sewers as outlined.
8. GPS locate (sub-meter mapping grade) each identified defect and take a minimum of one digital photograph of each defect.
9. Provide data analysis as follows:
 - a. Compile field data and develop complete list of defects;
 - b. Incorporate results into GIS;
 - c. Assign an estimated flow to each defect; and
 - d. Determine an appropriate rehabilitation method and estimate an associated cost for each defect.
10. Provide the following information for the summary report:
 - a. Summary of work completed;
 - b. GIS map of identified defects;
 - c. List of defects prioritized by cost effectiveness for rehabilitation;
 - d. Recommendations for follow-up SSES work; and
 - e. Recommendations for rehabilitation, including potential procurement methods and recommended contractors/vendors for various type of rehabilitation.
11. Provide digital copies of data, GIS geodatabases, and photographs.

Dyed Water Flooding – Standard Scope of Services

1. Provide equipment, personnel, and dye as necessary for dyed water flooding. Water to be provided by Village.
2. Coordinate with Village personnel that will perform televising during dyed water flooding setups.
3. Set up and complete dyed water flooding as outlined. Document results with digital photographs of the dye test setup and if possible dyed water entering the sewer (where applicable).
4. Provide equipment, personnel, and dye as necessary for dyed water tracing of direct stormwater connections. Water to be provided by Village.
5. Use handheld electronic data collection equipment for collecting dyed water flooding data.
6. GPS locate (sub-meter mapping grade) each identified defect and take at least one digital photograph or video of each defect (where applicable).
7. Provide data analysis as follows:
 - a. Compile field data and develop complete list of defects;
 - b. Incorporate results into GIS;
 - c. Assign an estimated flow to each defect; and
 - d. Determine an appropriate rehabilitation method and estimate an associated cost for each defect.
8. Provide the following information for the summary report:
 - a. Summary of work completed;
 - b. GIS map of identified defects;
 - c. List of defects prioritized by cost effectiveness for rehabilitation;
 - d. Recommendations for follow-up SSES work; and
 - e. Recommendations for rehabilitation, including potential procurement methods and recommended contractors/vendors for various type of rehabilitation.
9. Provide digital copies of data, GIS geodatabases, and photographs.

Televising Review – Standard Scope of Services

1. Provide equipment and personnel as necessary for televising video review.
2. Provide coordination with the Village for areas to be televised and obtaining televising videos.
3. Review sewer televising videos using PACP-certified personnel.
4. Provide data analysis as follows:
 - a. Compile field data and develop complete list of defects;
 - b. Incorporate results into GIS;
 - c. Assign an estimated flow to each defect; and
 - d. Determine an appropriate rehabilitation method and estimate an associated cost for each pipe segment.
5. Provide the following information for the summary report:
 - a. Summary of work completed;
 - b. GIS map of identified defects;
 - c. List of defects prioritized by cost effectiveness for rehabilitation;
 - d. Recommendations for follow-up SSES work; and
 - f. Recommendations for rehabilitation, including potential procurement methods and recommended contractors/vendors for various type of rehabilitation.
6. Provide digital copies of data, GIS geodatabases.

Summary Report – Standard Scope of Services

1. Organize all data from individual field services into a comprehensive summary report for each service area.
2. Submit up to eight color copies and a pdf of draft report.
3. Address Village comments on draft report and revise.
4. Submit up to eight color copies of final report. Provide one digital copy of final report files, data, GIS geodatabases, and photographs.
5. Consolidate summary report into language for the annual program executive summary.

This **PROFESSIONAL SERVICES AGREEMENT** ("**Agreement**") is dated as of the 16 day of February, 2016, and is by and between the **VILLAGE OF WHEELING** ("**VILLAGE**") an Illinois home rule municipal corporation and the Consultant identified in Section 1.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the City's statutory and home rule powers, the parties agree as follows:

SECTION 1. CONSULTANT.

A. **Engagement of Consultant.** The Village desires to engage the Consultant identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Consultant Name ("<i>Consultant</i>")	<u>RJN Group, Inc.</u>
Address	<u>200 West Front Street</u>
City, State Zip	<u>Wheaton, IL 60187</u>
Phone	<u>630-682-4700</u>
Email	<u>jwelch@rjn.com</u>
Project Name/Description	<u>2016 Sanitary Sewer Evaluation Services</u>
Agreement Amount	<u>\$149,466.00</u>

B. **Project Description.** The project includes smoke testing basins WHL-02/02A, WHL-05 and WHL-08, dye flooding of cross connections, manhole inspections of basins WHL-02/02A, WHL-05 and WHL-08, manhole rehabilitation design, televising review of basin WHL-14, on-call assistance and summary report.

C. **Representations of Consultant.** The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal ("**Services**") in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION 2. SCOPE OF SERVICES.

A. **Retention of the Consultant.** The Village retains the Consultant to perform, and the Consultant agrees to perform, the Services.

The project includes smoke testing basins WHL-02/02A, WHL-05 and WHL-08, dye flooding of cross connections, manhole inspections of basins WHL-02/02A, WHL-05 and WHL-08, manhole rehabilitation design, televising review of basin WHL-14, on-call assistance and summary report.

B. **Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

C. **Commencement; Time of Performance.** The Consultant shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed

by the Parties ("**Commencement Date**"). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services or upon the termination of this Agreement by the Village, but in no event later than the date that is December 15, 2016 days after the ~~Commencement Date~~ ("**Time of Performance**"). The Village may modify the Time of Performance at any time upon 15 days prior written notice to the Consultant. Delays caused by the Village shall extend the Time of Performance in equal proportion to the delay caused by the Village; provided, however, that the Consultant shall be responsible for completion of all work within the Time of Performance, notwithstanding any strike or other work stoppage by employees of either Consultant or of the Village.

D. **Reporting.** The Consultant shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. **Agreement Amount.** The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section 1.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections 3.D or 3.E of this Agreement.

B. **Invoices and Payment.** The Consultant shall submit invoices in an approved format to the Village for costs incurred by the Consultant in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Consultant the amount billed within 30 days after receiving such an invoice.

C. **Records.** The Consultant shall maintain records showing actual time devoted, type of work performed per classification and costs incurred, and shall permit the Village to inspect and audit all data and records of the Consultant for work done pursuant to this Agreement.

D. **Claim In Addition To Agreement Amount.**

1. The Consultant shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.

2. The Consultant acknowledges and agrees that: (a) the provision of written notice pursuant to Section 3.D.1 of this Agreement shall not be deemed or interpreted as entitling the Consultant to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section 8.A of this Agreement.

3. Regardless of the decision of the Village relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.

E. **Additional Services.** The Consultant acknowledges and agrees that the Village shall not be liable for any costs incurred by the Consultant in connection with any services provided by the Consultant that are outside the scope of this Agreement ("**Additional Services**"), regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

F. **Taxes, Benefits, and Royalties.** Each payment by the Village to the Consultant includes all applicable federal, state, and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claims or rights to claim additional compensation by

reason of the payment of any such tax, contribution, premium, cost, royalty, or fee are hereby waived and released by the Consultant.

SECTION 4. CONFIDENTIAL INFORMATION.

A. **Confidential Information.** The term “*Confidential Information*” shall mean information in the possession or under the control of the Village relating to the technical, business, or corporate affairs of the Village; Village property; user information, including, without limitation, any information pertaining to usage of the Village' computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (1) to have been rightfully in the possession of the Consultant from a source other than the Village prior to the time of disclosure of such information to the Consultant pursuant to this Agreement (“*Time of Disclosure*”); (2) to have been in the public domain prior to the Time of Disclosure; (3) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the Village; or (4) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the Village to maintain such information in confidence.

B. **No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the Village under this Agreement, have access, or be directly or indirectly exposed, to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without the express prior written consent of the Village. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 5. STANDARD OF SERVICES AND INDEMNIFICATION.

A. **Representation and Certification of Services.** The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

B. **Indemnification.** To the fullest extent permitted by Illinois law, Consultant shall indemnify, defend and hold harmless the Village of Wheeling and its officers, employees and agents, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character caused by, resulting from, arising out of or occurring in connection with the Consultant's performance of work under this Contract, provided that any such lawsuit, action, cost, claim or liability is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by the negligent act, misconduct or omission of the Consultant or anyone or entity directly or indirectly employed by Consultant for whose acts Consultant may be liable.

C. **Insurance.** The Consultant shall carry worker's compensation and commercial general liability insurance in the amounts set forth below and furnish the Village with Certificates of Insurance and endorsements prior to commencing with Work. All such insurance shall be

carried with companies satisfactory to the Village. The Consultant shall have the following obligations with regard to insurance coverage for the work under any contract awarded in regard to the project:

- a. All Certificates of Insurance required to be obtained by the Consultant shall provide that coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without at least Thirty (30) Days prior written notice given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request. All Certificates of Insurance shall name the Village of Wheeling and its officers, agents and employees as additional insured on a primary non-contributory basis. The actual additional insured endorsement shall be attached to the certificate of insurance.
- b. All insurance required of the Consultant shall state that it is Primary and Non-Contributory Insurance as to all additional insureds with respect to all claims arising out of operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.
- c. The Consultant shall require that each of its Subcontractors and each of their subcontractors of any tier obtain insurance of the same character as that required of Consultant, unless the Village authorizes such lesser amount of coverage, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the Consultant's insurance requirements under this Contract.
- d. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the contemplated contract by any act or omission, including, but not limited to:
 1. allowing work by Consultant or any subcontractor of any tier to start before receipt of Certificates of Insurance;
 2. failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.

The Consultant agrees that the obligation to provide insurance is solely the Consultant's responsibility and cannot be waived by any act or omission of the Village.

- e. The purchase of insurance by the Consultant under the contract shall not be deemed to limit the liability of the Consultant in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.
- f. The Consultant shall notify the Village, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Bidder.
- g. The Consultant shall provide insurance acceptable to the Village. Such insurance shall include the following coverages in the following amounts:
 1. Worker's Compensation (including occupational disease and employer's liability insurance) covering liability of its employees and employees of its subcontractors

in accordance with the law of the State of Illinois, including the Illinois Worker's Compensation Act, as amended. A waiver of subrogation shall be provided to the Village and the Waiver of subrogation attached to the certificate of insurance.

2. Commercial General Liability (including Premises-Operations; Independent Contractors's ; Products and Completed Operations: Broad Form Property Damage):

i. Bodily Injury & Property Damage \$1,000,000 each occurrence
Combined Single Limit

\$1,000,000 aggregate

ii. Covering the following hazards:

X(Explosion)

C(Collapse)

U(Underground)

iii.

iv. Products and Completed Operations Insurance shall be maintained for a minimum of two years after final payment and the Contractor shall continue to provide evidence of such coverage to the City on an annual basis during the two-year period.

3. Umbrella Excess Liability:

i. \$2,000,000 over Primary Commercial General Liability
Insurance

\$10,000 Retention

4. Automobile Liability (owned, non-owned, hired):

i. Bodily Injury & Property Damage \$1,000,000 each occurrence
combined single limit

5. Professional Liability Insurance in the amount Two Million Dollars (\$2,000,000).

h. The Consultant further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein extended an obligation on the part of the insurers to insure against Consultant's contractual liability hereunder and to indemnify the Village and Agent against loss, liability, costs, expenses, attorney's fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Endorsements to the Certificates of Insurance shall include as additional named insured the following:

1. The Village of Wheeling and its officers, agents and employees.

D. No Personal Liability. No elected or appointed official or employee of the Village shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 6. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and Consultant; or (2) to create any relationship between the Village and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Consultant nor any person employed or associated with Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Consultant nor any person employed by or associated with Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village' option, be null and void.

D. Termination. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.

E. Compliance With Laws and Grants.

1. **Compliance with Laws.** The Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities

Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Consultant shall also comply with all conditions of any federal, state, or local grant received by the Village or the Consultant with respect to this Agreement or the Services. Further, the Consultant shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human Rights Act.

2. **Liability for Noncompliance.** The Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Consultant's, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.

3. **Required Provisions.** Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.

F. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. **Cure by Consultant.** The Village may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. **Termination of Agreement by Village.** The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. **Withholding of Payment by Village.** The Village may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Consultant or as a result of actions taken by the Village in response to any Event of Default by the Consultant.

G. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant or with any vendor solicited or recommended by the Consultant.

H. Village Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to, vendors shall be subject to the approval of the Village. For purposes of this Section 7.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Consultant without the knowledge and approval of the Village.

I. Mutual Cooperation. The Village agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the Village may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the Village in the performance and completion of the Services and with any other consultants engaged by the Village.

J. News Releases. The Consultant shall not issue any news releases, advertisements, or other public statements regarding the Services without the prior written consent of the Village Manager.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the Village. At the Village' request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the Village.

SECTION 7. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Consultant in accordance with all applicable statutory procedures.

B. Assignment. This Agreement may not be assigned by the Village or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Village, the Consultant, and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section 8.D, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following addresses:

Village of Wheeling
Attn: Lana Rudnik
2 Community Blvd.
Wheeling, IL 60090

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

RJN Group, Inc.
Attn: John Welch
200 W. Front Street
Wheaton, IL 60187

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

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

G. **Time.** Time is of the essence in the performance of all terms and provisions of this Agreement.

H. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

I. **Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. Venue shall be fixed in the Circuit Court of Cook County.

J. **Authority to Execute.**

1. **The Village.** The Village hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

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

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

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

N. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

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

P. **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

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

R. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

S. Freedom of Information Act. The Illinois Freedom of Information Act (FOIA) has been amended and effective January 1, 2010, adds a new provision to Section 7 of the Act which applies to public records in the possession of a party with whom the Village of Wheeling has contracted. The Village of Wheeling will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village of Wheeling for public records (as that term is defined by Section 2(c) of FOIA) in the undersigned's possession and to provide the requested public records to the Village of Wheeling within two (2) business days of the request being made by the Village of Wheeling. The undersigned agrees to indemnify and hold harmless the Village of Wheeling from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village of Wheeling under this Contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement this 16 day of February, 2016.

ATTEST:

VILLAGE OF WHEELING

By: _____
Village Clerk

By: _____
Village President/Authorized Officer

CONSULTANT

By: _____

Its: _____

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #11.C
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 16, 2016

TITLE OF ITEM SUBMITTED: An Ordinance Repealing Ordinance No. 2383, Which Granted a Variation in Relation to the Location of Parking for 120 West Palatine Road

SUBMITTED BY: Andrew C. Jennings
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: The original approval of 120 W. Palatine Road included off-site parking at a lot directly to the north on Abbott Drive. The new tenant for 120 W. Palatine Road, Richileu Foods, has provided documentation to illustrate that the off-site parking is no longer needed and is requesting that the Village repeal the obsolete ordinance tying the two properties together (Ordinance No. 2383) so that the parking lot property can be marketed for redevelopment.

BUDGET²: N/A
BIDDING³: N/A

EXHIBIT(S) ATTACHED: Staff Memo
Ordinance
Letter from Abbott Drive, LLC
Ordinance 2383

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

¹ *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

² *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

³ *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



MEMORANDUM

TO: Jon A Sfondilis, Village Manager
FROM: Andrew C. Jennings, Director of Community Development
DATE: February 16, 2016
SUBJECT: Ordinance repealing Ordinance No 2383
120 W. Palatine Road (parking lot on north side of Abbott Drive)

EXECUTIVE SUMMARY

The original approval of 120 W. Palatine Road included off-site parking at a lot directly to the north on Abbott Drive. The new tenant for 120 W. Palatine Road, Richileu Foods, has provided documentation to illustrate that the on-site parking will satisfy the code and actual parking demand for the business. As the off-site parking is no longer required, the property owner is requesting that the Village repeal the obsolete ordinance tying the two properties together (Ordinance No. 2383) so that the parking lot property can be marketed for redevelopment.

When the building at 120 W. Palatine Road was occupied by Orval Kent Foods in 1987, it required a parking variation for off-site parking. As such, Ordinance No. 2383 granted a parking variation to allow the parking required by Orval Kent to be located on a parcel on the north side of Abbott Drive. Both properties have the address 120 W. Palatine Road; each property has a separate PIN.

Since Ordinance No. 2383 identifies the parking lot on the north side of Abbott Drive as the required parking for the former Orval Kent site, this parcel cannot be reused or redeveloped for other purposes.

Richelieu Foods has signed a 15 year lease to occupy the former Orval Kent building at 120 W. Palatine Road. Based upon the current uses of the building, the parking requirement for Richelieu Foods, as determined by the Zoning Code, is satisfied by the available on-site parking. Moreover, the lease for Richelieu Foods does not include the parking lot on the north side of Abbott Drive.

At this time, the property owner is requesting Ordinance No. 2383 be repealed so that the parcel on the north side of Abbott Drive can be used or redeveloped for its own purposes.

Attachments: Ordinance
Cover Letter from property owner
Ordinance No. 2383

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 2383, WHICH GRANTED A VARIATION IN RELATION TO THE LOCATION OF PARKING FOR 120 WEST PALATINE ROAD

WHEREAS, the Board of Trustees approved Ordinance No. 2383, granting a variation (Docket No. 660) from Title 19, Zoning, of the Wheeling Municipal Code, to allow required truck and employee parking on the property located on the north side of Abbott Drive (Lot B) in order to serve the required parking needs of Orval Kent Foods located immediately south of Abbott Drive, 120 W. Palatine Road (Lot A), on November 2, 1987; and

WHEREAS, Richelieu Foods is the current tenant of Lot A of 120 W. Palatine Road and has no claims to the use of Lot B on the north side of Abbott Drive; and

WHEREAS, the parking requirement for Richelieu Foods, as determined by Title 19, Zoning, of the Wheeling Municipal Code, is satisfied by the existing on-site parking of Lot A;

WHEREAS, the property owner for Lot A and Lot B of 120 W. Palatine Road is requesting the repeal of Ordinance No. 2383 so that Lot B on the north side of Abbott Drive can be used or redeveloped for its own purposes; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to repeal Ordinance No. 2383;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

Ordinance No. 2383, passed November 2, 1987, is hereby repealed in its entirety.

Section B

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee _____ moved, seconded by Trustee _____, that

Ordinance No. _____ be passed, this _____ day of _____, 2016.

President Argiris _____ Trustee Lang _____
Trustee Brady _____ Trustee Papantos _____
Trustee Krueger _____ Trustee Vito _____
Trustee Vogel _____

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this _____ day of _____, 2016, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

February 9, 2016

Ms. Brooke Jones
Senior Planner
The Village of Wheeling
2 Community Boulevard
Wheeling, IL 60090

Ms. Jones,

Please accept this letter as our formal request that Ordinance No. 2383 be repealed due to it no longer being relevant to its intent. The intent being for Lot 1, north side of Abbott Rd. to provide additional parking for the property at 120 Palatine Rd.

The property at 120 Palatine Rd. provides for the required parking as determined by the Wheeling Zoning Code. This property is presently leased, on a long term 15 year lease to Richelieu Foods (Tenant), who will occupy the entire building. The site presently provides for 124 parking spaces, which according to the Tenants usage, adheres to the zoning parking requirements.

The Tenants usage is:

Warehouse, Cooler, Freezer Area	60,000 SF
Processing Area	25,000 SF
Office, Locker Rooms, Lunchroom Area	7,000 SF
Common Areas, Engine room, Ammonia Room	<u>8,000</u>
	100,000 SF

Thus, the existing Ordinance is no longer required based upon the existing Tenants long term lease requirements. There is no reference to, or requirement for the "Abbot Rd." parcel in the Richelieu Lease.

Therefore the result of this Ordinance being repealed will allow each parcel "Abbott Rd." and 120 Palatine Rd. to be "Independent" operating parcels.

Thank you,



Barry Sidel
120 Palatine LLC
Abbott Drive LLC

Ordinance No. 2383

An Ordinance Granting a Variation from Title 19, Zoning, Section 19.76.090, of the Wheeling Municipal Code, in Relation to Location of Parking, Subject to Conditions (120 West Palatine Road and North Side of Abbott Drive)

WHEREAS, the Zoning Board of Appeals of the Village of Wheeling has held a public hearing, duly noticed, to consider a request for a variation from Title 19, Section 19.76.090(a) Location, of the Wheeling Municipal Code, to allow required truck and employee parking on Lot 1, north side of Abbott Drive, in Igin Subdivison, Wheeling, Illinois, (Lot B) in order to serve the required parking needs of Orval Kent Food Company, Inc., 120 West Palatine Road, (Lot A), Wheeling, Illinois, hereinafter legally described and zoned I-2; and

WHEREAS, the Zoning Board of Appeals has submitted its Findings of Fact and Recommendation to the President and Board of Trustees recommending the petitioner's request be granted, subject to conditions; and

WHEREAS, the President and Board of Trustees deem it to be in the best interests of the Village to grant the requested variation, subject to conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

A variation is hereby granted from Title 19, Zoning, Section 19.76.090(a) Location, of the Wheeling Municipal Code, to allow required truck and employee parking on the property located on the north side of Abbott Drive (Lot B) in order to serve the required parking needs of Orval Kent Foods located immediately south of Abbott Drive, 120 West Palatine Road (Lot A):

LOT A

The south 528.66 feet of the west 600 feet of the following described parcel:

That part of the east 3/4 of the east 1/2 of the southwest 1/4 and of the west 1/2 of the southeast 1/4 of Section 14, Township 42 North, Range 11, East of the Third Principal Meridian (taken as a tract) lying westerly of the westerly line of railroad right-of-way of the Chicago and Wisconsin Railroad, (excepting from said tract of land that part thereof lying northerly and easterly of the following described line:

Beginning at a point on the west line of the east 3/4 of the southeast 1/4 of the southwest 1/4 of Section 14 aforesaid, 200 feet south of the northwest corner of said east 3/4 of the southeast 1/4 of the southwest 1/4 of said Section 14; thence east along a line 200 feet south of measured at right angles to and parallel with said north line of the east 3/4 of the southeast 1/4 of the southwest 1/4 a distance of 685.89 feet; thence southeasterly along a diagonal line a distance of 500 feet to a point in a line which is 140 feet southwesterly of measured at right angles to and parallel with the westerly right-of-way line of said railroad; thence southeasterly along said parallel line a distance of 826.27 feet to the intersection of said parallel line with the south line of said southwest 1/4 of the southeast 1/4 of Section 14; and excepting from said tract of land those parts thereof described in Deeds to The County of Cook registered in The Office of the Registrar of Titles of Cook County as Document 1982200 and 1982201, in Cook County, Illinois.

LOT B

Lot 1 in Iglini Subdivision, being a part of the southwest quarter and the southeast quarter of Section 14, Township 42 North, Range 11, East of the Third Principal Meridian in Cook County, Illinois.

Section B

The variation granted under Section A of this Ordinance is conditioned upon the following:

1. Aesthetic approval of the parking area shall be granted by the Appearance Commission;
2. The erection of any buildings on Lot 1 of the Iglini Subdivision shall conform to the zoning requirements of the Village of Wheeling exclusive of the area devoted to required parking associated with Lot A; and
3. The parking area shall meet the appropriate requirements of Title 19, Zoning, of the Wheeling Municipal Code and approval of the construction shall be obtained from the Department of Community Development.

Section C

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee ALTIERI moved, seconded by Trustee HARTMAN that Ordinance No. 2383 be passed.

PASSED this 2nd day of NOVEMBER, 1987.

Trustee Abruscato <u>AYE</u>	Trustee Ratajczak <u>AYE</u>
Trustee Altieri <u>AYE</u>	Trustee Rogers <u>AYE</u>
Trustee Hartman <u>AYE</u>	Trustee Whittington <u>AYE</u>

APPROVED this 2nd day of NOVEMBER, 1987.

Sheila H. Schultz
Sheila H. Schultz, Village President

ATTEST:

Janet M. D'Argo
Janet M. D'Argo, Village Clerk

APPROVED AS TO FORM:

James A. Rhodes
James A. Rhodes, Village Attorney

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.A
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: Tuesday, February 16, 2016

TITLE OF ITEM SUBMITTED: A Resolution Awarding a Façade Improvement Grant for Siding-1 Windows-1 Exteriors, 322 N. Milwaukee Avenue

SUBMITTED BY: Andrew C. Jennings, Director of Community Development
Brooke Jones, Senior Planner

BASIC DESCRIPTION OF ITEM¹: The Façade and Building Improvement Grant Selection Committee has recommended that a grant be awarded to Jonathan Green, owner of Siding-1 Windows-1 Exteriors, 322 N. Milwaukee Avenue, for façade and site improvements. The site plan and building appearance were approved by the Plan Commission through Docket No. PC 15-9 on December 3, 2015.

BIDDING²: N/A

EXHIBIT(S) ATTACHED: Resolution
Staff Memo
Proposal (cost estimate for proposed work)
Photo of existing conditions
Approved Exhibits to PC 15-9 (proposed improvements)

RECOMMENDATION: To approve

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

¹ *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

² *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



MEMORANDUM

TO: Board of Trustees, Village Clerk, Village Attorney

CC: Jon Sfondilis, Village Manager

FROM: Andrew Jennings, Director of Community Development
Brooke Jones, Senior Planner

DATE: February 16, 2016

**SUBJECT: Façade and Building Improvement Grant Award
Siding-1 Windows-1 Exteriors
322 N. Milwaukee Avenue**

EXECUTIVE SUMMARY

Jonathan Green, the owner of Siding-1 Windows-1 Exteriors, located at 322 N. Milwaukee Avenue, has applied for a Façade and Building Improvement grant related to the renovations to the existing commercial property. The associated work was approved by minor site plan and appearance review by the Plan Commission on December 3, 2015. The Façade Grant Committee recommends approval of a grant amount of \$44,950.00 for the project.

On December 3, 2015, the Plan Commission granted minor site plan and appearance approval to facilitate the building and site renovations to the business office/showroom at 322 N. Milwaukee Avenue. The business owner, Jonathan Green, has applied for funding through the Façade and Building Improvement Grant Program. The improvements associated with the grant application have been reviewed and approved by the Plan Commission.

The purpose of this memo is to summarize the Façade Grant Selection Committee's review and recommendation.

Review of Eligibility Criteria

1. Is property in a TIF district? **Yes (North).**
2. Is the project for façade or signage renovation, restoration, or eligible capital improvements? **Yes.**
3. Does the project meet all building code and zoning ordinance requirements, including design review? **On December 3, 2015, the Plan Commission granted minor site plan and appearance approval for the building and site modifications.**

4. Is the project a retail entity relocating from another location within 10 miles of the subject site? **No.**

Proposed Improvements

The proposal includes façade renovations, new lighting, new landscaping, and parking lot resurfacing and restriping. At the request of the Plan Commission, the work also includes right of way work (removal of south apron and replacement with sidewalk and brick pavers to match the existing Village standard).

Estimated Cost of Proposed Improvements

The eligible costs shown on the materials provided by the applicant are \$89,900. The maximum potential award of 50% would be \$44,950.

Review

The Façade Grant Committee convened on February 1, 2016 to review the grant application. The Committee is recommending a reimbursement of \$44,950.

Recommendation

The Grant Selection Committee recommends that the Board award \$44,950.00 to Jonathan Green, owner of Siding-1 Windows-1 Exteriors. The Committee believes that the aesthetic improvements are significant and will enhance a highly visible property. The award complies with the terms of the Façade and Building Improvement Grant Program. A Resolution approving the grant award for \$44,950.00 is attached for the Board's consideration.

Attachments: Resolution (precedes this memo)
Proposal and Cost Estimates by Jonathan Green (2 sheets)
Photo of existing conditions
Approved Exhibits from PC 15-9 (proposed improvements)

RESOLUTION NO. _____

A RESOLUTION AWARDED A FAÇADE IMPROVEMENT GRANT FOR SIDING-1 WINDOWS-1 EXTERIORS, 322 N. MILWAUKEE AVENUE

WHEREAS, the applicant, Jonathan Green, business owner of Siding-1 Windows-1 Exteriors at 322 N. Milwaukee Avenue, has submitted an application to the Façade Improvement Grant Selection Committee for a grant that would facilitate improvements to the site and building's façade; and

WHEREAS, the Plan Commission reviewed and approved the proposed improvements through Docket No. PC 15-9 (Siding-1 Windows-1 Exteriors) on December 3, 2015; and

WHEREAS, the Selection Committee convened on February 1, 2016, to review the petitioner's grant application, and has subsequently submitted its recommendation to the Village Board, recommending that the petitioner be awarded \$44,950.00 for the proposed project; and

WHEREAS, the President and Board of Trustees have reviewed the recommendation of the Façade Improvement Grant Selection Committee dated February 1; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village Board hereby awards forty-four thousand nine hundred and fifty dollars (\$44,950.00) to Jonathan Green, business owner of Siding-1 Windows-1 Exteriors, which is located at 322 N. Milwaukee Avenue, Wheeling, Illinois, for the purpose of improving the façade and site of an existing commercial property in accordance with the site plan and appearance approval approved by the Plan Commission through Docket No. PC 15-9 on December 3, 2015:

1. That the grant is subject to the terms of Façade and Building Improvement Grant program, last amended by Resolution 11-01.

Trustee _____ moved, seconded by Trustee _____,

that Resolution No. _____ be passed.

President Argiris _____ Trustee Lang _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Vogel _____

Resolution No. _____ ADOPTED this _____ day of _____,
2016, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

Siding-1 Windows-1 Exteriors

322 N. Milwaukee Ave.,

Detailed Cost Estimate for Facade and Site Improvements

SCOPE: Overall Project

Date: 1/20/2016

	Quote (Q) Estimate (Est)	\$'s	Comments
Demo:			
• Remove South blacktop driveway (East of House of Rental Fence)	Q		Included in DuroPave quote
• Remove concrete apron from south drive	Est	\$ 2,000	
• Remove homemade gate & driveway bollards on south border	Q		Included in DuroPave quote
• Remove 1 tree (ours)	Est	\$ 1,100	
o Remove pay phone in parking lot	Q		Included in LiteWay Electric quote
• Remove extraneous / unused conduits, fixtures etc on outside building	Q		Included in LiteWay Electric quote
• Remove excessive vine-age and sucker growth along south fenceline			
• Cut in four holes through brick façade for new commercial windows	Q	\$ 6,200	
Building (exterior):			
• Install four (4) new commercial windows on front of existing 1-story	Q	\$ 6,000	Royal Glass
o 108" wide by 80" tall each			
• Remove and replace all siding			
o Hardie cement board sidings (H1 and H2) on North, East and South elevations	Est	\$ 15,700	includes Tyvek for all
o Mastic vinyl sidings (M1 and M2) on West (back) elevation	Est	\$ 4,500	
• Replace all existing windows and doors (in kind)	Est	\$ 9,600	
• Replace all soffit, fascia, window capping as needed (white aluminum)	Est	\$ 3,300	
• Add pvc railing around perimeter on top of existing 1 story building	Est	\$ 2,000	
• Create new dumpster/bin storage area.			
▪ Posts / Hardie siding / hardware	Est	\$ 3,000	
• Paint exposed foundation, railing chimney - (as needed)	Est	\$ 2,700	
Landscape:			
• Add landscape wall in front of building	Est	\$ 6,200	
• Add plantings inside new landscape wall			
• Sod area where south drive was removed			
Parking Lot:			
• Resurface / Restripe	Q	\$ 11,700	DuroPave
• Curb cut and apron re-do ('village' brick to match)	Est	\$ 3,500	
Electrical / Lighting:			
• Add double flood lights	Q	\$ 5,600	LiteWay Electric
ARCHITECT			
		2800	
CONTINGENCY / MISC			
	Est	4000	approx 5%
* eg (Dirt Fill; Concrete work for dumpster gate and posts; misc painting, hardware)			
		TOTAL	\$ 89,900

Village of Wheeling / Planning and Zoning

TIF DISTRICT FAÇADE AND BUILDING IMPROVEMENT GRANT PROGRAM

Basic Plan Review Submittal:

Siding-1 Windows-1 Exteriors is in the business of providing homeowners with new or replacement siding, windows roofs and doors. We have served the greater Chicago-land area for 28 years. In November 2014, we moved out of Chicago, and into our new home as tenants at 322 N. Milwaukee Ave in Wheeling. It is our intention to renovate the entire property to meet the many needs of our business. This site will serve as headquarters for all our business operations, as well as a showroom for displaying our products and selling our services. It is critical to our business that this facility be attractive to homeowners.

On December 3, we presented our plan for site improvement to the Wheeling Plan Commission. This plan was approved with conditions. Please see/reference Docket PC 15-9 dated 12/3/2015. A brief summary of the scope of this plan is as follows:

- Refinish the entire exterior of the building, including
 - Replace existing aluminum siding with new products (Hardie and Mastic)
 - Replace all windows and doors
 - Install new commercial windows at the front of the building (our showroom)
- Abandon the south driveway, and replace with landscaping and a refuse bin enclosure.
 - remove dead tree, and existing bollards from south lot line
- Resurface and re-stripe the parking lot (no change to grading, drainage or square footage)
- Utilize the existing freestanding billboard/marquee for our traditional logo
- Add exterior lighting to illuminate the building exits and parking lot
- Note: We will also be totally renovating the interior of the single story front room of our building to create an attractive showroom, visible through the newly installed commercial windows.

Our business operates Monday through Friday from 7 in the morning until 9 at night; Saturdays 8am until Noon.

We typically have 5 or less employees on site at any one time.

We own four service vehicles, including 2 Ranger pick-ups, a service van and a straight frame panel truck. Typically the pick-ups are taken home at night by employees; the service van and panel truck are left overnight in the rear of the lot.

Siding-1 Windows-1 Exteriors – 322 N. Milwaukee Avenue
Docket No. PC 15-9 (Site Plan and Appearance Approval of Façade and Site Modifications)
Plan Commission Meeting – December 3, 2015



Existing conditions of subject property (looking southwest)

November 20, 2015

The Village of Wheeling - Planning Division
2 Community Boulevard
Wheeling, Illinois 60090

Docket No. PC 15-9
Siding-1 Windows-1
322 N. Milwaukee Ave.
Minor Site Plan & Appearance Changes
PC Approved Dec. 3, 2015

Attn: Brook Jones

RE: Facade & Site Modifications
322 N. Milwaukee Ave.
Wheeling, Illinois
Job Number 1522

Dear Ms. Jones:

The following list of plans have been submitted for Plan Commission review of the above referenced project:

A-1	Cover Sheet
SITE-1	Site Plan
ELEV-1	Building Elevations
LS-1	Landscape Plan
WPLED4T105	Light Fixture for Lights 1, 4 & 5
WPLED4T150	Light Fixture for Lights 2 & 3

These plans have been updated from the previously submitted plans to address the site layout, parking configuration, refuse enclosure and landscaping. The revised plans include the following:

1. A to scale site plan has been included with the new proposed parking layout shown and dimensioned on the plan.
2. The existing south exit drive has been removed as requested and full access has been provided on the north side of the building.
3. The refuse enclosure on the south side of the building at the former drive will include 6' high wood framed walls with siding to match the building on the east and south sided with wood gates on the west side to completely enclose the area.
4. A revised landscape plan which accurately depicts the proposed landscaping at the front of the building including a variety of plant types.
5. The elevations have been updated to reflect the existing window locations along with the proposed new exterior finishes. New materials have been tagged and labeled on the elevation plan.
6. A Cover Sheet has been included with a rendered view of the proposed building as viewed from the street to provide an overall feel of the proposed facade renovations.
7. The plans have been consolidated into a consistent set of documents for easy review and handling.
8. Upgrade light fixture catalog sheets have been included for wall mounted LED fixtures with proper cut-off in lieu of the original spot lights submitted by the Owner. Fixtures to be wall mounted on the building a 20'-0" above the ground to provide good parking lot lighting.

Exhibit received November 20, 2015

Let me know of any additional information needed for review. Samples of the building materials will be available for review at the scheduled meeting. Thank you for your help in putting this together.

Very truly yours,
Featherstone Consulting, Inc.

by: Terry L. Frisch
Terry L. Frisch, President

Docket No. PC 15-9
Siding-1 Windows-1
322 N. Milwaukee Ave.
Minor Site Plan & Appearance Changes
PC Approved Dec. 3, 2015

GENERAL NOTES

Featherstone Consulting, Inc.
Architects & Planners
32 Fern Ridge Dr.
Oakwood Hills, IL 60063
847-462-9120 Fax 847-462-9065
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NO.	REVISION / ISSUE	DATE

**SIDING-1
WINDOWS-1
EXTERIORS**
322 N. MILWAUKEE AVE WHEELING, IL.
PHONE: 773-929-9275

**FACADE & SITE
MODIFICATIONS**
322 N. MILWAUKEE AVE.

APPROVED BY	DATE	9-28-15	SITING PLAN
DRAWN BY	DATE		
SCALE	JOB NO.	522	
DRAWING NO.			

SITE-1

Project No: PC 15-9
Siding 1 Windows 1
322 N. Milwaukee Ave.
Minor Site Plan & Appearance Changes
PC Approved Date: 3-2015

SCOPE DOCUMENTS
THESE DRAWINGS INDICATE THE GENERAL SCOPE OF THE PROJECT IN TERMS OF THE ARCHITECTURAL DESIGN CONCEPT OF THE SPACE AND THE MAJOR ARCHITECTURAL ELEMENTS. AS SCOPE DOCUMENTS THESE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL THE WORK REQUIRED FOR FULL PERFORMANCE AND/OR COMPLETION OF ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS. ON THE BASIS OF THE GENERAL SCOPE INDICATED OR DESCRIBED, THE CONTRACTOR SHALL BE RESPONSIBLE TO FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK. THE GENERAL CONTRACTOR SHALL ASSUME THE RESPONSIBILITY FOR PROPER COORDINATION OF EACH OF THE TRADES WORK AS RELATED TO THE SCOPE OF WORK REQUIRED FOR A COMPLETE PROJECT.

MILWAUKEE AVE.

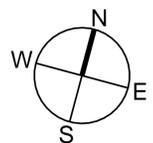
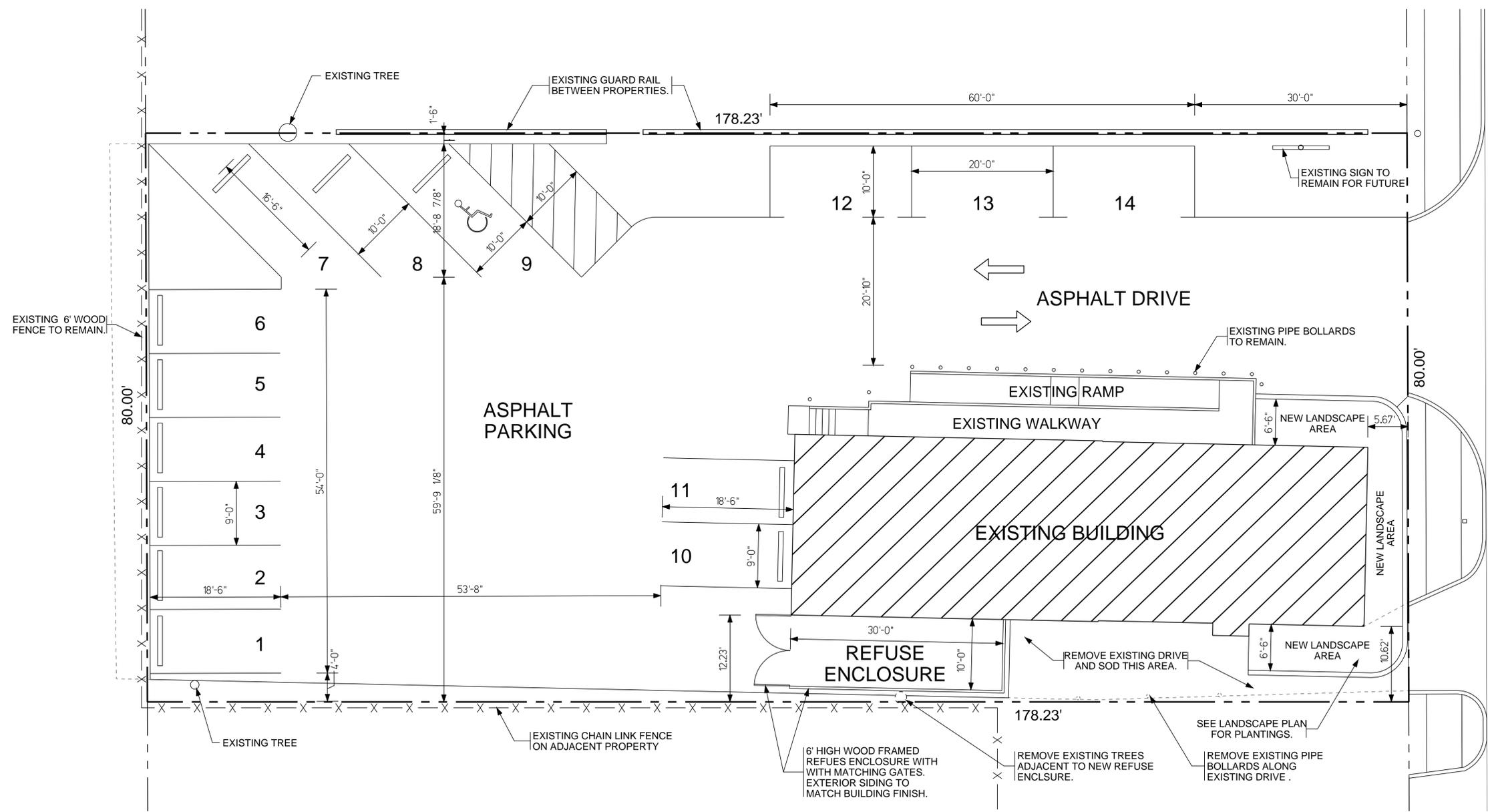


Exhibit received November 20, 2015

FACADE & SITE MODIFICATIONS

322 NORTH MILWAUKEE AVE.
WHEELING, ILLINOIS



FOR:
SIDING-1 WINDOWS-1 EXTERIORS
322 N. MILWAUKEE AVENUE

GENERAL NOTES

Featherstone Consulting, Inc.
Architects & Planners
322 Fairview Ridge Dr.
Oakwood Hills, IL 60003
847-462-9120 Fax 847-462-9065
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DATE

8-30-17

REVISION / ISSUE
ISSUED FOR PERMIT AND OWNER APPROVAL

NO

1

SIDING-1
WINDOWS-1
EXTERIORS
322 N. MILWAUKEE AVE WHEELING, IL.
PHONE: 773-929-9275

FACADE & SITE
MODIFICATIONS
322 N. MILWAUKEE AVE.

ALL WORK TO BE PERFORMED
AT 322 N. MILWAUKEE AVE
WHEELING, IL 60003
BY SIDING-1 EXTERIORS
ON 08/30/2017

APPROVED BY: TLF DATE: NONE
DRAWN BY: NONE DATE: NONE
CHECKED BY: NONE DATE: NONE
SCALE: NONE JOB NO. 1522
DRAWING NO. A-1

COVER SHEET

SCOPE DOCUMENTS
THESE DRAWINGS INDICATE THE GENERAL SCOPE OF THE PROJECT IN TERMS OF THE ARCHITECTURAL DESIGN CONCEPT OF THE SPACE AND THE MAJOR ARCHITECTURAL ELEMENTS. AS SCOPE DOCUMENTS THESE DRAWINGS DO NOT NECESSARILY INDICATE OR DESCRIBE ALL THE WORK REQUIRED FOR FULL PERFORMANCE AND/OR COMPLETION OF ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS. ON THE BASIS OF THE GENERAL SCOPE INDICATED OR DESCRIBED, THE CONTRACTOR SHALL BE RESPONSIBLE TO FURNISH ALL ITEMS REQUIRED FOR THE PROPER EXECUTION AND COMPLETION OF THE WORK. THE GENERAL CONTRACTOR SHALL ASSUME THE RESPONSIBILITY FOR PROPER COORDINATION OF EACH OF THE TRADES WORK AS RELATED TO THE SCOPE OF WORK REQUIRED FOR A COMPLETE PROJECT.

Exhibit received November 20, 2015

WPLED4T105



Ultra high output, high efficiency 105 Watt LED wallpacks. Patent Pending airflow technology ensures long LED and driver lifespan. 5 Year Warranty.

Color: Bronze

Weight: 34.8 lbs

Project:	Type:
Prepared By:	Date:

Driver Info		LED Info	
Type:	Constant Current	Watts:	105W
120V:	0.89A	Color Temp:	5000K (Cool)
208V:	0.58A	Color Accuracy:	65 CRI
240V:	0.50A	L70 Lifespan:	100,000
277V:	0.44A	Lumens:	10,384
Input Watts:	106W	Efficacy:	98 LPW
Efficiency:	99%		

Technical Specifications

Listings

UL Listing:

Suitable for wet locations.

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80, and have been received the Department of Energy "Lighting Facts" label.

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.

Dark Sky Approved:

The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.

LED Characteristics

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

LEDs:

Multi-chip, high-output, long-life LEDs

Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:

LED color temperature is warranted to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2011.

Construction

IES Classification:

The Type IV distribution (also known as a Forward Throw) is especially suited for mounting on the sides of buildings and walls, and for illuminating the perimeter of parking areas. It produces a semiCircular distribution with essentially the same candlepower at lateral angles from 90° to 270°.

IP Rating:

Ingress Protection rating of IP66 for dust and water.

Ambient Temperature:

Suitable for use in 40°C (104°F) ambient temperatures.

Cold Weather Starting:

The minimum starting temperature is -40°F/-40°C.

Thermal Management:

Superior thermal management with external Air-Flow fins.

Housing:

Die-cast aluminum housing, lens frame and mounting arm

Mounting:

Heavy-duty mounting arm with "O" ring seal & stainless steel screws

Reflector:

Specular vacuum-metallized polycarbonate

Gaskets:

High-temperature silicone gaskets

Finish:

Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contains no VOC or toxic heavy metals.

Green Technology:

Mercury and UV free, and RoHS compliant. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals.

For use on LEED Buildings:

IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction.

Electrical

Drivers:

Two Drivers, Constant Current, Class 2, 1400mA, 100-277V, 50/60Hz, 0.8A, Power Factor 99%

THD:

7.6% at 120V, 16.5% at 277V

Other

California Title 24:

See WPLED2T105/BL for a 2013 California Title 24 compliant product. Any additional component requirements will be listed in the Title 24 section under technical specifications on the product page.

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish.

Patents:

The design of WPLED105 is protected by patents pending in US, Canada, China, Taiwan and Mexico.

Docket No. PC 15-9
Siding-1 Windows-1
322 N. Milwaukee Ave.
Minor Site Plan & Appearance Changes
PC Approved Dec. 3, 2015

Exhibit received November 20, 2015

Technical Specifications (continued)

Other

Country of Origin:

Designed by RAB in New Jersey and assembled in the USA by RAB's IBEW Local 3 workers.

Buy American Act Compliant:

This product is a COTS item manufactured in the United States, and is compliant with the Buy American Act.

Recovery Act (ARRA) Compliant:

This product complies with the 52.225-21 "Required Use of American Iron, Steel, and Manufactured Goods-- Buy American Act-- Construction Materials (October 2010).

Trade Agreements Act Compliant:

This product is a COTS item manufactured in the United States, and is compliant with the Trade Agreements Act.

GSA Schedule:

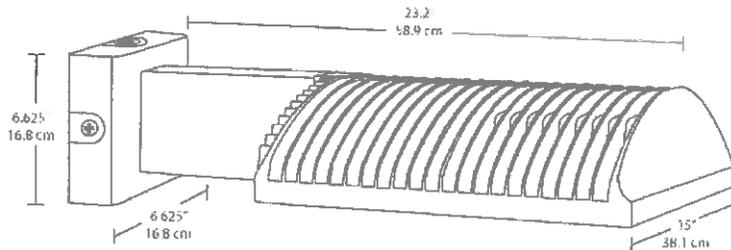
Suitable in accordance with FAR Subpart 25.4.

Optical

BUG Rating:

B1 U0 G2

Dimensions



Features

- High output, high efficiency LED
- Maintains 70% of initial lumens at 100,000 hours
- Weatherproof high temperature silicone gaskets
- Superior heat sinking with die cast aluminum housing and external fins
- 100 up to 277 Volts
- 5-year warranty

Ordering Matrix

Family	Distribution	Watts	Color Temp	Mount	Finish	Voltage	Photocell	Dimming	Sensor	BI-Level
WPLED										
2T = Type II	105 =	= Cool	=	=	=	120-	= No Photocell	= No	/WS2 = Multi-Level Motion Sensor (Only available for 120-277V with /D10 for 105W)	= No Bi-Level
3T = Type III	105W	γ =	Standard	Bronze	277V	/PC = 120V	Button	/D10 =		/BL = Bi-Level
4T = Type IV		Warm	FX = Flat	W =	480 =	/PC2 = 277	Button	Dimmable		
		Neutral		White	480V	/PCS = 120V	Swivel			
							/PCS2 = 277V	Swivel		
							/PCT = 120-277V	Twistlock		
							/PCS4 = 480V	Swivel		
							/PCT4 = 480V	Twistlock		

Docket No. PC 15-9
 Siding-1 Windows-1
 322 N. Milwaukee Ave.
 Minor Site Plan & Appearance Changes
 PC Approved Dec. 3, 2015

WPLED4T150



Ultra high output, high efficiency 150 Watt LED wallpacks. Patent Pending airflow technology ensures long LED and driver lifespan. 5 Year Warranty.

Color: Bronze

Weight: 34.8 lbs

Project:	Type:
Prepared By:	Date:

Driver Info		LED Info	
Type:	Constant Current	Watts:	150W
120V:	1.31A	Color Temp:	5000K (Cool)
208V:	0.80A	Color Accuracy:	65 CRI
240V:	0.69A	L70 Lifespan:	100,000
277V:	0.60A	Lumens:	14,349
Input Watts:	156W	Efficacy:	92 LPW
Efficiency:	96%		

Technical Specifications

Listings

UL Listing:

Suitable for wet locations.

IESNA LM-79 & LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80, and have been received the Department of Energy "Lighting Facts" label.

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.

Dark Sky Approved:

The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.

LED Characteristics

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

LEDs:

Multi-chip, high-output, long-life LEDs

Color Consistency:

7-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:

LED color temperature is warrantied to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2011.

Construction

IES Classification:

The Type IV distribution (also known as a Forward Throw) is especially suited for mounting on the sides of buildings and walls, and for illuminating the perimeter of parking areas. It produces a semiCircular distribution with essentially the same candlepower at lateral angles from 90° to 270°.

IP Rating:

Ingress Protection rating of IP66 for dust and water.

Ambient Temperature:

Suitable for use in 40°C (104°F) ambient temperatures.

Cold Weather Starting:

The minimum starting temperature is -40°F/-40°C.

Thermal Management:

Superior thermal management with external Air-Flow fins.

Housing:

Die-cast aluminum housing, lens frame and mounting arm

Mounting:

Heavy-duty mounting arm with "O" ring seal & stainless steel screws

Reflector:

Specular vacuum-metallized polycarbonate

Gaskets:

High-temperature silicone gaskets

Finish:

Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contains no VOC or toxic heavy metals.

Green Technology:

Mercury and UV free, and RoHS compliant. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals.

For use on LEED Buildings:

IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction.

Electrical

Drivers:

Two Drivers, Constant Current, Class 2, 2000mA, 100-277V, 50-60Hz, 1.1A, Power Factor 99%

THD:

4.7% at 120V, 13.3% at 277V

Other

California Title 24:

See WPLED4T150/D10 or WPLED4T150/BL for a 2013 California Title 24 compliant product. Any additional component requirements will be listed in the Title 24 section under technical specifications on the product page.

Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish.

Patents:

The design of WPLED150 is protected by patents pending in US, Canada, China, Taiwan and Mexico.

Docket No. PC 15-9
Siding-1 Windows-1
322 N. Milwaukee Ave.
Minor Site Plan & Appearance Changes
PC Approved Dec. 3, 2015

Exhibit received November 20, 2015

WPLED4T150



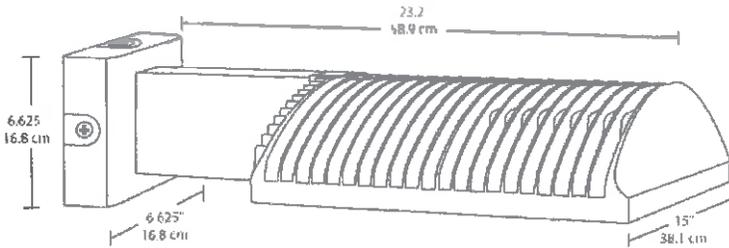
Technical Specifications (continued)

Optical

BUG Rating:

B1 U0 G3

Dimensions



Features

- High output, high efficiency LED
- Maintains 70% of initial lumens at 100,000 hours
- Weatherproof high temperature silicone gaskets
- Superior heat sinking with die cast aluminum housing and external fins
- 100 up to 277 Volts
- 5-year warranty

Ordering Matrix

Family	Distribution	Watts	Color Temp	Mount	Finish	Photocell	Dimming	Sensor	Bi-Level
WPLED									
2T = Type II	150 =	= Cool	=	=	=	= No Photocell	= No Dimming	/WS4 = Multi-Level Motion Sensor (Only available for 120-277V with /D10 for 150W)	= No Bi-Level
3T = Type III	150W	Y = Warm	FX = Flat	W = White	/PC = 120V Button	/D10 = Dimmable	/BL = Bi-Level		
4T = Type IV		N = Neutral	W = Wall	White	/PC2 = 277 Button	/PCS = 120V Swivel			
					/PCS2 = 277V Swivel	/PCT = 120-277V Twistlock			

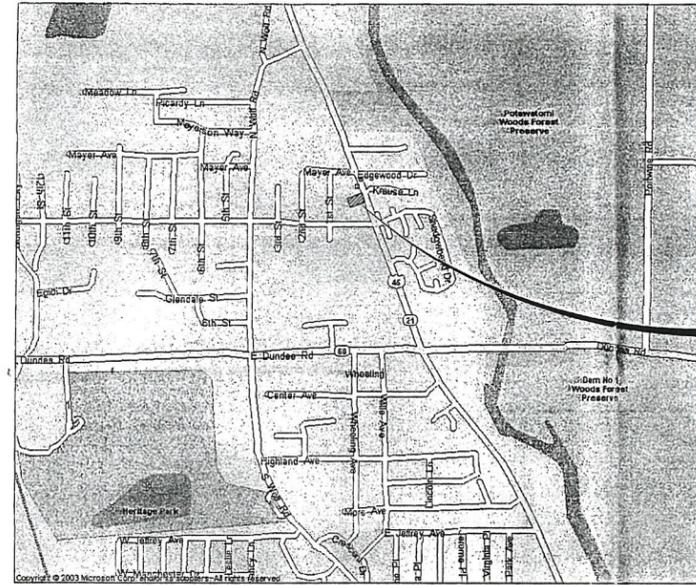
Docket No. PC 15-9
 Siding-1 Windows-1
 322 N. Milwaukee Ave.
 Minor Site Plan & Appearance Changes
 PC Approved Dec. 3, 2015

A.L.T.A. / A.C.S.M. LAND TITLE SURVEY

LEGAL DESCRIPTION

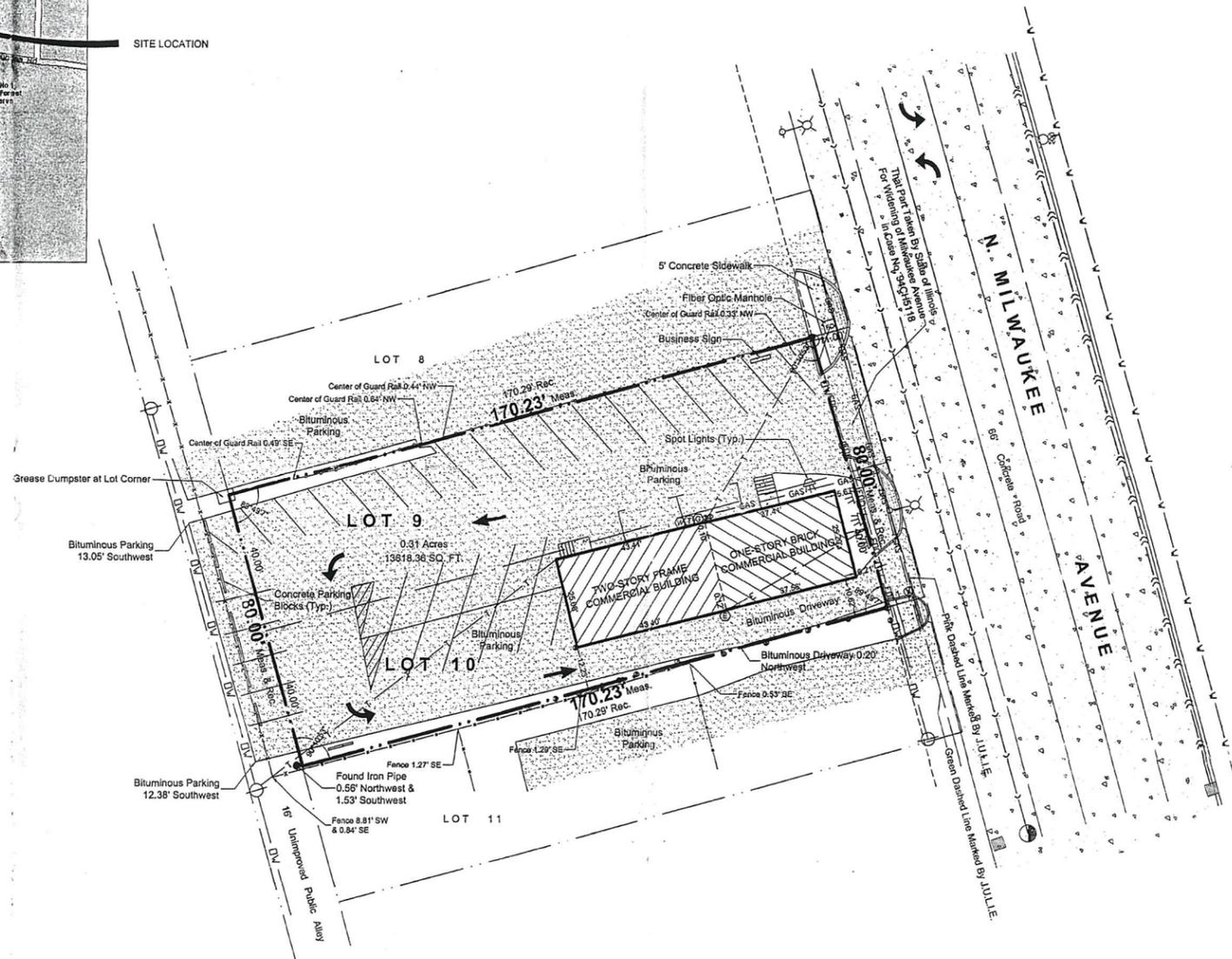


Scale: 1" = 20'



LOCATION MAP
NO SCALE

LOTS 9 AND 10 (EXCEPT THAT PART OF THE LAND TAKEN BY THE STATE OF ILLINOIS IN CASE NO. 94CH5118 FOR THE WIDENING OF MILWAUKEE AVENUE ADDITION TO WHEELING IN SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
ALSO KNOWN AS: 322 N. MILWAUKEE AVENUE, WHEELING, ILLINOIS.



1. THE LEGAL DESCRIPTION SHOWN HEREON IS THAT WHICH WAS PROVIDED TO BARRINGTON ENGINEERING CONSULTANTS, LTD. BY THE CLIENT.
2. FOR EASEMENTS, BUILDING LINES AND OTHER RESTRICTIONS NOT SHOWN ON THE SURVEY PLAT, REFER TO YOUR ABSTRACT, DEED, CONTRACT, TITLE POLICY AND LOCAL BUILDING LINE REGULATIONS.
3. SCALING FROM REPRODUCTIONS IS NOT RECOMMENDED.
4. THIS IS A TOWNSHIP SURVEY. IT IS NOT INTENDED TO BE USED AS THE BASIS FOR ENGINEERING/ARCHITECTURAL DESIGN.
5. ANY REPRODUCTION OF THIS PLAT IS EXPRESSLY PROHIBITED WITHOUT WRITTEN CONSENT FROM BARRINGTON ENGINEERING CONSULTANTS, LTD.

THE UTILITIES SHOWN HEREON WERE TAKEN FROM THE BEST AVAILABLE RECORDS ON FILE.
BUILDING FOOTPRINT AREA: 2062.91 SQ. FT.
STANDARD PARKING SPACES: = 33
LOT AREA: 13818.36 SQ. FT. (0.31 ACRES)

* THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR.
* ALL INFORMATION REGARDING RECORD EASEMENTS, ADJOINERS, AND OTHER DOCUMENTS WHICH MIGHT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN HEREON WAS GAINED FROM TITLE COMMITMENT NUMBER 004000167 PREPARED BY TICOR TITLE INSURANCE COMPANY DATED 08/16/06 AND PLAT OF SUBDIVISION RECORDED IN COOK COUNTY, ON 7/7/02 AS DOCUMENT # 02131925
* UTILITIES LOCATED BY JULIE, DIG # X251927
* NO OTHER OBSERVABLE EVIDENCE OR SURFACE INDICATIONS OF UNDERGROUND EASEMENTS WERE VISIBLE AT THE TIME THE PRESENT SURVEY WAS MADE.

CERTIFY TO: - 322 N. MILWAUKEE, LLC
- TICOR TITLE INSURANCE COMPANY
- HYDE PARK BANK

STATE OF ILLINOIS) ss
COUNTY OF COOK)
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005, AND INCLUDES ITEMS 1, 2, 3, 4, 7A, 7B1, 8, 9, 10, AND 11A OF TABLE A THEREOF, PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION. UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ILLINOIS, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

DATE: 09/27/06 BY: *Keith E. Lacy III*
KEITH E. LACY III, P.E., P.L.S.
PROFESSIONAL LAND SURVEYOR
ILLINOIS NO. 035-003330



MY PROFESSIONAL LICENSE RENEWAL DATE IS 11/03/05

THIS IS TO CERTIFY THAT AS OF THIS DATE, THE ABOVE REFERENCED PROPERTY IS NOT IN A DESIGNATED SPECIAL FLOOD HAZARD AREA, ACCORDING TO THE LATEST NFIP FLOOD INSURANCE RATE MAP OR SPECIAL FLOOD HAZARD BOUNDARY MAP IN OUR FILE, AS FAR AS CAN BE DETERMINED.

COMMUNITY NUMBER: 17031C0068F
MAP SOURCE: FIRM DATE: 11/06/2010

LEGEND	
○	SET IRON PIPE
●	FOUND IRON PIPE
+	CROSS IN CONCRETE
□	MONUMENT
Meas.	MEASURED DISTANCE
Rec.	RECORDED DISTANCE
R.O.W.	RIGHT OF WAY
⊕	FIRE HYDRANT
⊙	LIGHT POLE
⊙	LIGHT POLE WITH TRAFFIC SIGNAL
⊙	STREET LIGHT
⊕	WATER VALVE VAULT
⊕	WATER VALVE
⊕	WATER METER
⊕	WATER BUFFALO BOX
⊕	SANITARY MANHOLE
⊕	SANITARY CLEAN-OUT
⊕	STORM MANHOLE
⊕	INLET ROUND
⊕	INLET SQUARE
⊕	FLARED END SECTION
⊕	SERVICE POLE
⊕	TRF 2
⊕	SIGN
⊕	GAS VALVE
⊕	GAS METER
⊕	ELECTRIC METER
⊕	TELEPHONE INTERFACE
⊕	TELEPHONE MANHOLE
⊕	TRAFFIC CONTROL BOX
⊕	TRAFFIC SIGNAL VAULT
⊕	TRAFFIC SIGNAL
⊕	OVERHEAD WIRES
⊕	UNDERGROUND ELECTRIC
⊕	TELEPHONE
⊕	FIBER OPTIC CABLE
⊕	CABLE TELEVISION
⊕	WATER MAIN
⊕	SANITARY SEWER
⊕	STORM SEWER
⊕	WOOD FENCE
⊕	CHAIN LINK FENCE
⊕	ELECTRIC TRANSFORMER
⊕	TELEPHONE PEDESTAL
⊕	CABLE PEDESTAL
⊕	UNCLASSIFIED MANHOLE
⊕	SOIL BORING
⊕	MAILBOX
⊕	BOLLARD
⊕	WETLAND

Docket No. PC 15-9
Siding-1 Windows-1
322 N. Milwaukee Ave.
Minor Site Plan & Appearance Changes
PC Approved Dec. 3, 2015

A.L.T.A. / A.C.S.M.

BARRINGTON ENGINEERING CONSULTANTS, LTD.
LAND PLANNING • CIVIL ENGINEERING • LAND SURVEYING
215 S. NORTHWEST HWY. • SUITE 202A • BARRINGTON, IL 60019
PHONE: 847.392.6337 • FAX: 847.392.6366
REGISTRATION NUMBER: 184-002883

DRAWN BY: PJD	FIELD WORK DATE 09/21/06	REVISIONS
CHECKED BY: KEL	BOOK-PAGE: 1008-15	10/04/06 ADDED NAME TO CERT.
S-T-R: 2-42-11	SCALE: 1" = 20'	PROJECT NO: 11965-0
CLIENT: Stavros & Associates		

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**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.B
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 16, 2016

TITLE OF ITEM SUBMITTED: A Resolution Waiving Competitive Bidding and Authorizing the Village Manager to Accept a Proposal from Metropolitan Pump Company for the Replacement of the Milwaukee Avenue Sanitary Lift Station Control Panel

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: Resolution seeking approval to waive competitive bidding and award a \$27,220 contract with Metropolitan Pump Company to replace the lift station control panel that has reached the end of its serviceable life.

BUDGET²: Included in the 2016 budget

BIDDING³: Waived

EXHIBIT(S) ATTACHED: Memorandum, Resolution, Proposal

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: Village Manager

¹ *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

² *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

³ *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: Mark Janeck, Director of Public Works
DATE: February 10, 2016
SUBJECT: Milwaukee Avenue Sanitary Lift Station Control Panel Replacement

EXECUTIVE SUMMARY

Staff recommends Board approval to waive competitive bidding and approve a contract with Metropolitan Pump Company for the purchase and installation of a complete duplex control panel for the Milwaukee Avenue Sanitary Lift Station in the amount of \$27,220.

The existing control panel at the Milwaukee Avenue Sanitary Lift Station is approximately twenty years old and has reached the end of its serviceable life. Replacement parts have been increasingly difficult to locate. The age of the panel has been a contributing factor to the failures and nuisance service calls. Numerous electrical failures have made the station costly to maintain and contributed to undue overtime costs.

The proposed replacement control panel represents new sanitary sewer lift station technology such as a transducer system as the primary control for the lift station, and a float back-up system as the secondary control; the current control is strictly float based. The new panel contains a programmable logic controller (PLC) that indicates fluid level, alarm history, features to troubleshoot problems, and general maintenance indicators. It will allow more efficient station operation and is made from electrical components that are readily available in case of a failure.

Staff recommends waiving competitive bidding requirements and awarding the Contract to Metropolitan Pump Company in the amount of \$27,220, in order to proceed with the Milwaukee Avenue Sanitary Lift Station control panel replacement. Metropolitan Pump Company is the provider of all Village control panels, pumps, level control devices, and also performs all warranty work, service calls, and troubleshooting for the entire storm sewer and sanitary sewer lift station system within the Village. Public Works believes that it would be in the Village's best interest to maintain lift station pump and control panel uniformity/compatibility within our system, thereby continuing to eliminate the need to maintain an extensive inventory of emergency repair parts as this new panel would be similar to others the Village owns and maintains.

Full funding for this project is allocated in the CIP Budget. With your concurrence, please include this item on the February 16, 2016 Board meeting agenda.

RESOLUTION NO. 16 - _____

A RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE VILLAGE MANAGER TO ACCEPT A PROPOSAL FROM METROPOLITAN PUMP COMPANY FOR THE REPLACEMENT OF THE MILWAUKEE AVENUE SANITARY LIFT STATION CONTROL PANEL

WHEREAS, the Fiscal Year 2016 Capital Improvement Plan (CIP) appropriates funding in the amount of \$35,000 for the Milwaukee Avenue Sanitary Lift Station Control Panel Replacement; and

WHEREAS, the existing control panel at the Milwaukee Avenue Sanitary Lift Station has reached the end of its serviceable life; and

WHEREAS, Metropolitan Pump Company of Romeoville, Illinois is the manufacturer of all existing lift and pumping station controls, pumps, motors, and related equipment in the Village and is among the leading national manufacturers of such equipment; and

WHEREAS, Public Works personnel reviewed the cost proposal by Metropolitan Pump Company and determined that the proposed control panel and price are acceptable relative to past purchases of such equipment; and

WHEREAS, it is determined to be in the best interest of the Village of Wheeling to waive competitive bidding and accept the attached proposal from Metropolitan Pump Company for the replacement of the control panel in the amount of \$27,220;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that competitive bidding is waived and the Village Manager is hereby authorized to accept a \$27,220 proposal from Metropolitan Pump Company for the replacement of the Milwaukee Avenue Sanitary Lift Station Control Panel as attached hereto.

Trustee _____ moved, seconded by Trustee _____ that Resolution No. 16 - ____ be adopted.

Trustee Brady _____ Trustee Krueger _____

Trustee Vito _____ Trustee Lang _____

Trustee Papantos _____ Trustee Vogel _____

President Argiris _____

ADOPTED this _____ day of _____, 2016, by the President and Board of

Trustees of the Village of Wheeling, Illinois.

Dean S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk

METROPOLITAN



PUMP COMPANY

A Division of METROPOLITAN INDUSTRIES, INC.

37 FORESTWOOD DR. • ROMEOVILLE, IL 60446-1343
(815) 886-9200 • FAX (815) 886-4573

www.metropolitanind.com

TO: Mr. Jeff Wolfgram
Village of Wheeling
847-344-4266 Cell
847-279-6928 Office
JWolfgram@wheelingil.gov

QUOTATION

Page 1 of 1

PROJECT: Milwaukee Ave LS
Wheeling, Illinois
BIDS DUE: ASAP
ENGINEER: N/A

We are pleased to provide a QUOTE on the following equipment for the subject project.

Replacement Control Panel

Furnish a complete duplex control panel with the following features:

Nema 3R UL Approved Duplex Control Panel, dead front with inner door, painted mild steel, panel disconnect, distribution block, motor circuit breakers, motor starter (1.5HP, 240 VAC, 1 phase, IEC type) control transformer with primary and secondary protection, seal failure sensor and motor overtemp sensor points, Elapsed time meter, Logic Controller/ PLC (LMSII), memory module, Operator interface 5" screen, DC power supply for operator interface and battery charger, operator controls, relays, condensate heater and thermostat, caged alarm light, and flasher.

Installation To Include The Following:

1. Temp the existing control panel to keep the station in service.
2. Provide new unistrut rack.
3. Rework the incoming power into the MTS and refeed the generator outlet so they are not fed through the same control panel.
4. Provide coring, conduit and seal offs from the control panel to the wet well.
 - a. 1 - 2" for floats
 - b. 1 - 2" for both power cables.
 - c. 1 - 2" for both sensor cables.
 - d. 1 - 1" for transducer.
5. Mount and terminate new control panel.
6. Pull and hang transducer.
7. Relocate Omni Site

Note: Our proposal is only based on the site visit and the information listed within this proposal.

Excludes: Pumps, Utility Metering, Main Disconnect, pumps, piping and valves, permits, performance bonds and taxes.

Total Price For Equipment and Installation is:

\$27,220.00
(Taxes Not Included)

TERMS: Net 30 days from date of invoice. All invoices are payable in full when due, with no retainage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATION IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted:	_____	Quotation No:	<u>216N12209KT</u>
Firm:	<u>Village of Wheeling</u>	Submitted:	<u>2/1/2016</u>
By:	<u>Jon A. Sfondilis</u>	Void after:	<u>30 days</u>
Title:	<u>Village Manager</u>	Prepared By:	<u>Ken Turnquist</u>

STANDARD CONDITIONS OF SALE
(Domestic Shipments)

1. TERMS

Standard terms are net thirty days from date of invoice. Products are sold F.O.B. Factory unless otherwise stated. A 2% per month service charge is added to overdue accounts.

It is understood that the purchaser agrees to pay any and all costs incurred in collecting delinquent accounts, including by way of illustration but not limited to: reasonable attorney fees; costs of witnesses and expert witnesses, including travel from point of origin and return, subsistence and recompense for time lost from regular occupation; court costs, depositions, transcripts, etc.

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sales are subject to final acceptance by Metropolitan Pump (hereinafter called the Company) at its office at Romeoville IL: and shall be and constitute an Illinois Contract, subject to the laws of the State of Illinois.

2. SALES AND SIMILAR TAXES

Sales, use, occupational, excise, or other similar taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatever, the same must be added to the purchase price.

3. DELIVERIES

The Company shall be under no liability for failure to make deliveries where such failure to deliver may be due to fires, strikes, accidents, labor or transportation difficulties, car shortage, failure to obtain deliveries of materials, action of any State, Federal or local governments or other causes beyond its reasonable control.

4. ESTIMATED SHIPPING WEIGHTS

The Company will not be responsible for the accuracy of shipping weights submitted in quotations, as these weights are estimated weights, for use in computing probable freight charges.

5. GUARANTEES

RATED OUTPUT

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated, operated under normal conditions and with competent supervision.

REPLACEMENT OF DEFECTIVE MATERIAL

Any parts which show faulty workmanship or material will be repaired or replaced without charge, F.O.B. Company's works, provided such defects develop under normal and proper use within three months after date of shipment and provided Purchaser shall give notice in writing to the Company and a chance to inspect such defects before repairing or altering the product in any way. The correction of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

NON-LIABILITY FOR LOSS OR DAMAGE

The Company will not be responsible for or liable for any loss or damage resulting from improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent of the company. The Company will not be responsible or liable for any damage or loss resulting from installation or operation in any manner not complying with installation or operating instructions or drawings or with the ratings marked thereon.

CONTINGENT LIABILITY

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from nondelivery, late delivery, function, malfunction or nonfunction or any equipment sold hereunder or resulting from any service provided or from malfeasance or nonfeasance of any service provided hereunder.

6. CHANGES

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordingly.

7. TERMINATION

In the event Purchaser, due to good and sufficient cause, desires to effect cancellation of sales or services sold hereunder, notice shall be given in writing to the Company.

The Company shall thereupon, as directed, cease work and deliver to the Purchaser all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

- (a) The price provided in the order for all articles or materials which have been completed prior to termination.
- (b) Actual expenditures made by the Company in connection with the incompleting portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.
- (c) Reasonable estimated profits on the incompleting portion of the order multiplied by the percentage of completion of the incompleting portion of the order.

8. DEFERRED DELIVERIES

Deferred deliveries are subject to Company's approval. Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later day, same shall be acceptable on the following conditions only:

- (a) Deferment period is not to exceed sixty days, at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.
- (b) On the incompleting portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination."

9. PATENTS

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Letters Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

10. PAYMENTS

If, in the judgment of the Company, the financial condition of the Purchaser at any times does not justify continuance of the production or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

11. FEDERAL AND STATE LAWS

The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder.

12. GENERAL

There are no understandings, agreements or warranties, either verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

No statement, recommendation or assistance made or offered by Company through its representatives to the Purchaser or his representatives in connection with the use of any product sold by us shall be or constitute a waiver by Company of any of the provisions hereof or change the purchaser's liability as herein defined.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this proposal, it has fully complied with Section 12 (a) of the Fair Labor Standards Act of 1938, as amended.

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.C
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 16, 2016

TITLE OF ITEM SUBMITTED: Resolution Waiving Competitive Bidding and Approving a Proposal from Fountain Technologies, Ltd. for Fountain Maintenance Services for FY 2016

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: Recommendation to waive competitive bidding and approve a proposal from Fountain Technologies, Ltd., located in Wheeling, IL for maintenance services of Friendship Park and Lehmann fountains for an amount not to exceed \$34,786.60.

BUDGET²: Included in FY 2016 budget

BIDDING³: Bids were received in 2007; Fountain Technologies, Ltd. was the lowest qualified and responsible bidder. Fountain Technologies, Ltd. has not increased their cost for services since 2007.

EXHIBIT(S) ATTACHED: Memorandum, Resolution, Proposal, Contract Document

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: Village Manager

¹ The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.

² If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).

³ If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: Mark Janeck, Director of Public Works
DATE: February 8, 2016
SUBJECT: Fountain Maintenance Services

EXECUTIVE SUMMARY

Due to the limited number of vendors available that perform municipal fountain maintenance services and the demonstrated capability of the Village's current vendor, staff is recommending waiving competitive bidding requirements and approving a proposal in the amount of \$34,786.60 from Fountain Technologies, Ltd.

The current fountain maintenance contract was last bid in 2007 and awarded to Fountain Technologies, Ltd. in Wheeling, Illinois. The contract was bid with four (4) one-year renewal options and its last renewal expired in 2011. The industry for fountain maintenance, especially for municipal fountains, is very limited. At the time of the bid, only one (1) other bidder submitted a proposal. When further questioned, this secondary bidder stated that they would be unable to respond to emergency calls within the timeframe specified in the bid documents. Historically, both fountains have experienced mechanical failures after normal business hours and on weekends. Since Fountain Technologies, Ltd. is located in Wheeling, they have always been able to respond quickly to all fountain-related emergencies over the years.

Since 2007, Fountain Technologies, Ltd. has not increased their annual cost of \$34,786.60 and is agreeable to hold the same costs again for FY 2016. Fountain maintenance includes twice-a-week service for eight months that entails a variety of work, including but not limited to, brushing walls, vacuuming, checking chlorine levels, cleaning drain return sumps, checking filters, cleaning strainers on filter pumps, checking all operations, etc., as well as spring startup and fall winterization. Public Works staff is unable to perform all the proper maintenance that is required on the fountains as it entails specialized vacuuming equipment, chemical costs, specific training and additional staff.

The Village has maintained a successful relationship with Fountain Technologies, Ltd. since 2003. Fountain Technologies, Ltd. assisted in the design and performed all mechanical construction work for the Friendship Park and Lehmann fountains. In 2014, Fountain Technologies, Ltd. also designed, installed and programmed a new sophisticated state-of-the-art LED lighting system for these fountains. Staff is recommending waiving competitive bidding and approving a proposal from Fountain Technologies, Ltd. in the amount of \$34,786.60. Funding is approved in the FY 2016 budget.

With your concurrence, please include this item on the Tuesday, February 16, 2016 Board meeting agenda.

RESOLUTION NO. 16 - _____

**RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING
A PROPOSAL FROM FOUNTAIN TECHNOLOGIES, LTD. FOR FOUNTAIN
MAINTENANCE SERVICES FOR FY 2016**

WHEREAS, sufficient funds have been allocated in the Public Works Street/Forestry operating budget for the annual maintenance of the municipal fountains at the northeast and northwest corners of Milwaukee Avenue and Dundee Road (known as the Friendship Park and Lehmann fountains); and

WHEREAS, a review of the proposal received at the bid opening of February 16, 2007 revealed Fountain Technologies, Ltd. of Wheeling, Illinois, to be the lowest qualified and responsible bidder; and

WHEREAS, the 2007 bid proposal and its renewal options have expired and a recent proposal submitted by Fountain Technologies, Ltd. on January 19, 2016 contains no increase in cost from their 2007 proposal for fountain maintenance services, and

WHEREAS, fountain maintenance includes twice-a-week service for eight months that entails a variety of work as well as spring startup and fall winterization; and

WHEREAS, Fountain Technologies, Ltd. has thorough knowledge of the mechanical operations of the fountains as they assisted in the design and performed all mechanical construction work for said fountains; and

WHEREAS, the Public Works Department has had a successful relationship with Fountain Technologies, Ltd. since the opening of the fountains in 2003; and

WHEREAS, the referenced work is necessary and in the best interest of the Village of Wheeling.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that competitive bidding is waived, proposal is approved and the Village President is hereby authorized to execute a contract agreement with Fountain Technologies Ltd. for maintenance of the fountains located at the northeast and northwest corners of Milwaukee Avenue and Dundee Road at a total not-to-exceed \$34,786.60 for FY 2016, in accordance with the price outlined in the proposal dated January 19, 2016.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. 16 - _____ be adopted.

President Argiris _____

Trustee Brady _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Vito _____

Trustee Vogel _____

ADOPTED this _____ day of _____, 2016, by the
President and Board of Trustees of the Village of Wheeling, Illinois.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

fountain technologies

January 19, 2016

Mr. Chuck Spratt
Village of Wheeling
77 W. Hintz Road
Wheeling, Illinois 60090

RE: FRIENDSHIP PARK FOUNTAIN SERVICE

Dear Mr. Spratt;

Fountain Technologies, Ltd. is pleased to provide you with the following proposal for maintenance of the fountain(s) at Friendship Park. Twice weekly we will perform the following fountain maintenance for the 2016 season:

NORTHEAST FOUNTAIN

VACUUM INDIVIDUAL FOUNTAIN POOLS (7)
BRUSH ALL WALLS
CHECK AND ADJUST FOR CORRECT OPERATION
CHECK & FILL BROMINATOR. CHECK CHLORINE LEVEL @ POOL WITH
CHEMICAL TESTING. (ALL CHEMICAL PROVIDED BY FOUNTAIN
TECHNOLOGIES, LTD.)
CHECK OPERATION OF FRESH WATER FILL ASSEMBLY
CHECK LED LIGHTS FOR CORRECT OPERATION
CHECK AND CLEAN MAIN DRAIN RETURN SUMPS (11)
CHECK OPERATION OF CASCADE NOZZLES (3) @ TOP POOL
CHECK OPERATION OF WIND CONTROL
CHECK AND CLEAN SKIMMERS (4)
CHECK OPERATION OF 20 H.P. FEATURE PUMP
CHECK OPERATION OF 1 ½ H.P. FILTER PUMP
CLEAN STRAINERS ON FEATURE PUMP & FILTER PUMP
CHECK SAND FILTER AND READ PRESSURE GAUGE
CHECK CONTROL PANEL
CHECK LEVEL BOARD & OPERATION OF LEVEL CONTROL IN POOL
CHECK VENTILATION FAN
CHECK & SET TIMERS AS NEEDED

fountain technologies, ltd.

423 Denniston Ct.

Wheeling, Illinois 60090

847.537.3677 • Fax 847.537.9904

fountain technologies

NORTHWEST FOUNTAIN

VACUUM FOUNTAIN POOL(S) (2)

BRUSH WALLS

CHECK AND ADJUST FOR CORRECT OPERATION

CHECK & FILL BROMINATOR, CHECK CHLORINE LEVEL @ POOL WITH
CHEMICAL TESTING (ALL CHEMICALS PROVIDED BY FOUNTAIN
TECHNOLOGIES, LTD)

CHECK FRESH WATER FILL ASSEMBLY

CHECK LED LIGHTS FOR CORRECT OPERATION

CHECK AND CLEAN MAIN DRAIN RETURN SUMPS (4).

CHECK OPERATION OF CASCADE JETS (5) @ TOP POOL.

CHECK & CLEAN SKIMMERS (4)

CHECK OPERATION OF 7 ½ H.P. FEATURE PUMP

CHECK OPERATION OF 5 H.P. FILTER PUMP

CLEAN STRAINERS ON FEATURE PUMP & FILTER PUMP

CHECK & TEST OPERATION OF SUMP PUMP IN EQUIPMENT VAULT

CHECK VENTILATION FAN

CHECK CONTROL PANEL

CHECK LEVEL BOARD & OPERATION OF LEVEL CONTROL IN POOL

CHECK & SET TIMES AS NEEDED.

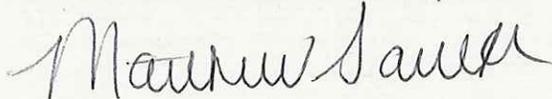
IF LED LIGHTS REQUIRE REPLACEMENT PARTS THAT IS NOT INCLUDED IN
THIS QUOTE.

**WE WILL PROVIDE TWICE A WEEK SERVICE AS WELL AS SPRING
SUMMARIZATION AND FALL WINTERIZATION FOR \$34,786.60.**

If you have any questions, please call me.

Sincerely,

FOUNTAIN TECHNOLOGIES, LTD.



Matthew Saulka

CONTRACT ACCEPTANCE & DATE

fountain technologies, ltd.

423 Denniston Ct.

Wheeling, Illinois 60090

847.537.3677 • Fax 847.537.9904

**VILLAGE OF WHEELING
CONTRACT DOCUMENT**

This **AGREEMENT** (“**Agreement**”) is dated as of the _____ day of _____, 2016, and is by and between the **VILLAGE OF WHEELING** (“**Village**”), an Illinois home rule municipal corporation and the Contractor identified in Section I.A of this Agreement.

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in this Agreement, and pursuant to the Village’s statutory and home rule powers, the parties agree as follows:

SECTION I. CONTRACTOR

- A. Engagement of Contractor.** The Village desires to engage the Contractor identified below to perform and to provide all necessary professional consulting services to perform the work in connection with the project identified below:

Contractor Name (“Contractor”)	<u>Fountain Technologies Ltd.</u>
Address	<u>423 Denniston Court</u>
City, State, Zip	<u>Wheeling, IL</u>
Phone	<u>847-537-3677</u>
Email	<u></u>
Project Name/Description	<u>Friendship Park Fountain, Lehmann Fountain</u>
Agreement Amount	<u>\$34,786.60</u>

- B. Project Description.** The Project includes the maintenance of the Friendship Park and Lehman Fountains located at the NE and NW corners of Milwaukee Avenue and Dundee Road, respectively. The services that will be performed by the Contractor are as follows:

**FOUNTAIN MAINTENANCE
7 N. MILWAUKEE AVENUE - NORTHEAST CORNER OF MILWAUKEE
AVENUE AND DUNDEE ROAD IN WHEELING**

The following tasks are to be performed twice weekly on mutually agreed upon days:

VACUUM INDIVIDUAL FOUNTAIN POOLS (7)
BRUSH ALL WALLS
CHECK AND ADJUST FOR CORRECT OPERATION
CHECK & FILL BROMINATOR
CHECK CLORINE LEVEL @ POOL WITH CHEMICAL TESTING (ALL CHEMICALS PROVIDED BY CONTRACTOR AND INCLUDED IN TOTAL MAINTENANCE COST)
CHECK OPERATION OF FRESH WATER FILL ASSEMBLY
CHECK LED LIGHTS FOR CORRECT OPERATION
CHECK AND CLEAN MAIN DRAIN RETURN SUMPS (11)
CHECK OPERATION OF CASCADE NOZZLES (3) @ TOP POOL
CHECK OPERATION OF WIND CONTROL
CHECK AND CLEAN SKIMMERS (4)
CHECK OPERATION OF 20 H.P. FEATURE PUMP

CHECK OPERATION OF 1-1/2 H.P. FILTER PUMP
CLEAN STRAINERS ON FEATURE PUMP AND FILTER PUMP
CHECK SAND FILTER(S), FILL AS NEEDED, CHECK PRESSURE GAUGE
CHECK CONTROL PANEL
CHECK LEVEL BOARD & OPERATION OF LEVEL CONTROL IN POOL
CHECK VENTILATION FAN
CHECK AND SET TIMERS AS NEEDED

FOUNTAIN MAINTENANCE
6 N. MILWAUKEE AVENUE - NORTHWEST CORNER OF MILWAUKEE
AVENUE AND DUNDEE ROAD IN WHEELING

The following tasks are to be performed twice weekly on mutually agreed upon days.

VACUUM FOUNTAIN POOL(S) (2)
BRUSH WALLS
CHECK AND ADJUST FOR CORRECT OPERATION
CHECK & FILL BROMINATOR
CHECK CLORINE LEVEL @ POOL WITH CHEMICAL TESTING (ALL CHEMICALS PROVIDED BY CONTRACTOR AND INCLUDED IN TOTAL MAINTENANCE COST)
CHECK OPERATION OF FRESH WATER FILL ASSEMBLY
CHECK LED LIGHTS FOR CORRECT OPERATION
CHECK AND CLEAN MAIN DRAIN RETURN SUMPS (4)
CHECK OPERATION OF CASCADE JETS (5) @ TOP POOL
CHECK & CLEAN SKIMMERS (4)
CHECK OPERATION OF 7-1/2 H.P. FEATURE PUMP
CHECK OPERATION OF 5 H.P. FILTER PUMP
CLEAN STRAINERS ON FEATURE PUMP AND FILTER PUMP
CHECK & TEST OPERATION OF SUMP PUMP IN EQUIPMENT VAULT
CHECK VENTILATION FAN
CHECK CONTROL PANEL
CHECK LEVEL BOARD & OPERATION FOR LEVEL CONTROL IN POOL
CHECK & SET TIMERS AS NEEDED

INCLUDED SERVICES FOR BOTH FOUNTAINS WILL BE SPRING START-UP AND FALL SHUT-DOWN AND WINTERIZATION. DAMAGES OR FAILURES DIRECTLY ATTRIBUTABLE TO IMPROPER WINTERIZATION WILL BE REPAIRED AT THE CONTRACTOR'S COST.

THE SERVICES REQUIRED WILL BE BASED ON EIGHT (8) MONTHS OF FOUNTAIN OPERATION DURING THE CALENDAR YEAR 2016.

- C. **Representations of Contractor.** The Contractor represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the consulting services that are set forth in the Proposal (“**Services**”) in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

SECTION II. SCOPE OF SERVICES

- A. **Retention of the Contractor.** The Village retains the Contractor to perform, and the Contractor agrees to perform, the Services.
- B. **Services.** The Contractor shall provide the Services pursuant to the terms and conditions of this Agreement.
- C. **Commencement: Time of Performance.** The Contractor shall commence the Services immediately upon receipt of written notice from the Village that this Agreement has been fully executed by the Parties (“Commencement Date”). The Contractor shall diligently and continuously prosecute the Services during the eight month season that the fountains are in operation.
- D. **Reporting.** The Contractor shall regularly report to the Village Manager, or his designee, regarding the progress of the Services during the term of this Agreement.

SECTION III. COMPENSATION AND METHOD OF PAYMENT

- A. **Agreement Amount.** The total amount paid by the Village for the Services pursuant to this Agreement shall not exceed the amount identified as the Agreement Amount in Section I.A of this Agreement. No claim for additional compensation shall be valid unless made in accordance with Sections III.D or III.E of this Agreement.
- B. **Invoices and Payment.** The Contractor shall submit invoices in an approved format to the Village for costs incurred by the Contractor in performing the Services. The amount billed in each invoice for the Services shall be based solely upon the rates set forth in the Proposal. The Village shall pay to the Contractor the amount billed within 30 days after receiving such an invoice.
- C. **Records.** The Contractor shall maintain records showing actual time devoted, type of work performed per classification and costs incurred, and shall permit the Village to inspect and audit all data and records of the Contractor for work done pursuant to this Agreement.
- D. **Claim in Addition to Agreement Amount.**
 - 1. The Contractor shall provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within 15 days after the occurrence of such action.
 - 2. The Contractor acknowledges and agrees that: (a) the provision of written notice pursuant to Section III.D.1 of this Agreement shall not be deemed or interpreted as entitling the Contractor to any additional compensation; and (b) any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Section VI.A of this Agreement.
 - 3. Regardless of the decision of the Village relative to a claim submitted by the Contractor, the Contractor shall proceed with all of the work required to complete the Services under this Agreement, as determined by the Village, without interruption.
- E. **Additional Services.** The Contractor acknowledges and agrees that the Village shall not be liable for any costs incurred by the Contractor in connection with any services provided by the Contractor that are outside the scope of this Agreement (“Additional Services”),

regardless of whether such Additional Services are requested or directed by the Village, except upon the prior written consent of the Village.

- F. Taxes, Benefits and Royalties.** Each payment by the Village to the Contractor includes all applicable federal, state and Village taxes of every kind and nature applicable to the Services, as well as all taxes, contributions and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits, and all costs, royalties, and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment of any such tax, contribution, premium, cost, royalty or fee are hereby waived and released by the Contractor.

SECTION IV. STANDARD OF SERVICES AND INDEMNIFICATION

- A. Representation and Certification of Services.** The Contractor represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care and diligence practiced by recognized similar firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the Village.

- B. Indemnification.** The Contractor shall, and does hereby agree to, indemnify, save harmless, and defend the Village as well as its elected officials, employees, agents or assigns against all damages, liability, claims, losses, and expenses (including attorneys' fees) that may arise, or be alleged to have arisen, out of or in connection with the Contractor's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in Section V.A of this Agreement.

- C. Insurance.**

1. The Contractor shall not commence work under this Contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

2. The Contractor shall furnish a copy of certificates, with the Village named as an additional insured, showing the following minimum coverage in an insurance company acceptable to the Village. Policy will contain a waiver of subrogation clause in favor of the Village of Wheeling.

- a) Commercial General Liability Coverage

Limits:	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Completed Operations Aggregate	\$2,000,000
	Personal and Advertising	\$1,000,000

The policy will name the Village of Wheeling as an additional insured on a primary non-contributory basis. Coverage will be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

b) Commercial Automobile Liability Coverage

Limits:	Each Occurrence	\$1,000,000
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The policy will name the Village of Wheeling as an additional insured on a primary non-contributory basis. Coverage will be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

c) Workers Compensation Coverage

Limits:	Coverage A	Statutory
	Coverage B	\$1,000,000

Policy will contain a waiver of subrogation clause in favor of the Village of Wheeling. Coverage will be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

d) Umbrella Liability Coverage

Limits:	Each Occurrence	\$4,000,000
	Aggregate	\$4,000,000

The policy will name the Village of Wheeling as an additional insured on a primary non-contributory basis. Coverage will be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company.

e) Professional Liability Coverage (Required only where contracts are for professional services)

Limits:	Each Occurrence	\$1,000,000
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Coverage will be placed with an insurance company licensed to conduct business in the State of Illinois and be rated at least A VI by A.M. Best Company. The Contractor shall provide the Village with a copy of the professional liability insurance policy and any endorsements.

3. The Contractor shall have the following obligations with regard to insurance coverage for the work under this Contract:

- a. All Certificates of Insurance required to be obtained by the Contractor that provide coverages under the policies named shall not be canceled, modified, reduced or allowed to expire without Thirty (30) Days prior written notice

given to the Village. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request.

- b. All insurance required of the Contractor shall state that it is Primary Insurance as to additional insureds with respect to all claims arising out of the operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.
- c. The Contractor shall require that every subcontractor of any tier obtain insurance of the same character as that required of Contractor, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the Contractor's insurance in the Contract Documents.
- d. Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - 1) allowing work by Contractor or any subcontractor of any tier to start before receipt of certificates of insurance;
 - 2) failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.
- e. The Contractor agrees that the obligation to provide insurance is solely the Contractor's responsibility and cannot be waived by any act or omission of the Village.
- f. The purchase of insurance by the Contractor under this Contract shall not be deemed to limit the liability of the Contractor in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.
- g. The Contractor shall notify the Village, in writing of any possible or potential claim for personal injury or property damage arising out of the work of this contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Contractor.

D. No Personal Liability. No elected or appointed official or employee of the Village shall be personally liable in law or in contract, to the Contractor as the result of the execution of this Agreement.

SECTION V. CONTRACTOR AGREEMENT GENERAL PROVISIONS

A. Relationship of the Parties. The Contractor shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed: (1) to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the Village and Contractor; or (2) to create any relationship between the Village and any subcontractor of the Contractor.

- B. Conflict of Interest.** The Contractor represents and certifies that, to the best of its knowledge: (1) no elected or appointed Village official, employee or agent has a personal financial interest in the business of the Contractor or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement, neither Contractor nor any person employed or associated with Contractor has any interest that would conflict in any manner or degree with the performance of the obligation under this Agreement; and (3) neither contractor nor any person employed by or associated with Contractor shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligation under this Agreement.
- C. No Collusion.** The Contractor represents and certifies that the Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue, unless the Contractor is contesting, in accordance with the procedures established by the appropriate revenue act, it's liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer, and this Agreement shall, at the Village's option, be null and void.
- D. Termination.** Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 15 days written notice to the Contractor. In the event that this Agreement is so terminated, the Contractor shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed, which shall be determined on the basis of the rates set forth in the Proposal.
- E. Compliance with the Laws and Grants.**
1. **Compliance with Laws.** The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing and completing the Services, and with all applicable statutes, ordinances, rules and regulations, including, without limitation: any applicable prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, creed, color, national origin, age, sex or other prohibited classification, including without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or the Contractor with respect to this Agreement or the Services. Further, the Contractor shall have a written sexual harassment policy in compliance with Section 2-105 of the Illinois Human

Rights Act. The Contractor shall execute the certifications attached hereto as Exhibits A-C.

2. Prevailing Wage. It is hereby stipulated that the Contractor shall pay not less than the prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages appended to the Instructions to Bidders for this Contract to all laborers, workers and mechanics performing Work under this Contract. All bonds provided by the Contractor under the terms of this Contract shall include such provisions as will guarantee the faithful performance of the Contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1 *et seq.* Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum.

Prevailing wage rates must be posted per State law. The current Cook County Prevailing Wage Schedule shall be incorporated into the Contract Documents.

Each contractor and subcontractor participating on this Project shall make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each contractor and/or subcontractor participating on this Project shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classification; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating contractor and subcontractor for a period of not less than three (3) years. Each participating contractor and subcontractor shall submit a monthly certified payroll to the Village consisting of the above-referenced information as well as a statement signed by the participating contractor or subcontractor that certifies (See Exhibit "D" for the certificate required to accompany this requested information.): (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

3. Liability for Noncompliance. The Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Contractors, or any of its subcontractors, performance of, or failure to perform, the Services or any part thereof.
 4. Required Provisions. Every provision of law required by law to be inserted into this Agreement shall be deemed to be inserted herein.
- F. Default.** If it should appear at any time that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of

Default within ten (10) business days after the Contractor's receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Contractor. The Village may require the Contractor, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Services into compliance with this Agreement.
2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due to or to become due under this Agreement after the effective date of termination.
3. Withholding of Payment by Village. The Village may withhold from any payment, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as a result of any Event of Default by the Contractor or as a result of actions taken by the Village in response to any Event of Default by the Contractor.

G. No Additional Obligation. The Parties acknowledge and agree that the Village is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Contractor or with any vendor solicited or recommended by the Contractor.

H. Village Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Contractor to, vendors shall be subject to the approval of the Village. For purposes of this Section 5.H, "vendors" shall mean entities engaged in subcontracts for the provision of additional services directly to the Village. The Village shall not be liable to any vendor or third party for any agreements made by the Contractor without the knowledge and approval of the Village.

I. Mutual Cooperation. The Village agrees to cooperate with the Contractor in the performance of the Services, including meeting with the Contractor and providing the Contractor with such non-confidential information that the Village may have that may be relevant and helpful to the Contractor's performance of the Services. The Contractor agrees to cooperate with the Village in the performance and completion of the Services and with any other Contractors engaged by the Village.

J. News Releases. The Contractor shall not issue any news releases, advertisements or other public statements regarding the Services without the prior written consent of the Village Manager.

K. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received from the Village by the Contractor in connection with any or all of the services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, the Contractor shall cause the Documents to be promptly delivered to the Village.

SECTION VI. GENERAL PROVISIONS

- A. **Amendment.** No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by the Village and the Contractor in accordance with all applicable statutory procedures.
- B. **Assignment.** This Agreement may not be assigned by the Village or by the Contractor without the prior written consent of the other party.
- C. **Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Village, the Contractor and their agents, successors, and assigns.
- D. **Notice.** All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, or by (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of: (a) actual receipt; (b) one business day after deposit with an overnight courier, as evidenced by a receipt of deposit; or (c) four business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section VI.D., each party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Wheeling
2 Community Boulevard
Wheeling, IL 60090
Attn: Village Manager

Notices and communications to the Contractors shall be addressed to, and delivered at, the following address:

Fountain Technologies
423 Denniston Court
Wheeling, IL 60090
Attn: Matthew Saulka

- E. **Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm or corporation shall be made or be valid against the Village.
- F. **Provisions Severable.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. **Time.** Time is of the essence in the performance of all terms and provisions of this Agreement.
- H. **Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the

date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday or federal holiday.

- I. **Governing Laws.** This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.
- J. **Authority to Execute.**
 - 1. **The Village.** The Village hereby warrants and represents to the Contractor that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.
 - 2. **The Contractor.** The Contractor hereby warrants and represents to the Village that the persons executing this Agreement on its behalf have the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken.
- K. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- L. **Waiver.** Neither the Village nor the Contractor shall be under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or the Contractor to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or the Contractor's right to enforce such rights or any other rights.
- M. **Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.
- N. **Grammatical Usage and Construction.** In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.
- O. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.
- P. **Headings.** The headings, titles and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend or describe the scope or intent of this Agreement.

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

R. Counterpart Execution. Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2016.

ATTEST:

VILLAGE OF WHEELING:

By: _____
Elaine E. Simpson
Village Clerk

By: _____
Jon A. Sfondilis
Village Manager

FOUNTAIN TECHNOLOGIES:

By: _____
(Print Name)

Its _____

EXHIBIT "A"

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

_____, having submitted a bid/proposal for
_____, to the Village of Wheeling, hereby certifies that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Contractor and any of its subcontractors shall not engage in any prohibited form of discrimination in employment as defined by the Act. The Contractor further certifies that it and any of its subcontractors shall maintain a policy of equal employment opportunity consistent with the requirements of the Act. The Contractor further certifies that said contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4). A copy of these policies shall be provided to the Village or Engineer on request.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 20__.

NOTARY PUBLIC

EXHIBIT "B"

CONTRACTOR'S CERTIFICATION:

Illinois Department of Revenue - Tax Compliance

_____, having submitted a bid/proposal for
_____, to the Village of Wheeling, hereby certifies that said
contractor is not delinquent in the payment of any tax administered by the Illinois Department of
Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 20__.

NOTARY PUBLIC

EXHIBIT "C"

**CERTIFICATION OF CONTRACTOR c174E
FHA Rules, 49 CFR 382**

_____ hereby certifies that it is in full compliance with the
[Company Name]
Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing,
49 CFR 382 et.seq.,and that _____
[name of employee/driver or "all employee drivers"]
is/are currently participating in a drug and alcohol testing program pursuant to the
aforementioned rules.

[Company Name]

By: _____

Its: _____

Subscribed and sworn to
before me this _____
day of _____, 20__.

NOTARY PUBLIC

EXHIBIT "D"

PAYROLL CERTIFICATION UNDER 820 ILCS 130/5

I, _____ (name) certify under oath that I am
employed as the _____ (title) of _____,

a subcontractor that has performed work on the _____ (name of project) for the Village of Wheeling for the relevant periods set forth in the attached records kept and maintained in conformance with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5). I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the attached payroll records are: (1) true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*); and (3) that I am aware that filing a certified payroll that I know to be false is a Class B misdemeanor.

[Company Name]

By: _____
Name/Title

Signature

Subscribed and sworn to
before me this _____
day of _____, 20____.

NOTARY PUBLIC

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.D-1
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 16, 2016

TITLE OF ITEM SUBMITTED: Resolution Rejecting All Bids for the Aggregate Material Delivery and Debris Hauling Project

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: Recommendation to reject all bids for Aggregate Material Delivery and Debris Hauling project due to all bidders failing to submit certain required information and documents in their bid package, which is cause for disqualification.

BUDGET²: Included in the 2016 budget

BIDDING³: Bids were advertised on January 24, 2016. Three (3) sealed bids were received and opened on February 5, 2016. Bid prices ranged from \$332,250 to \$347,850.

EXHIBIT(S) ATTACHED: Memorandum, Resolution

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: Village Manager

¹ *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

² *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

³ *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: Mark Janeck, Director of Public Works
DATE: February 9, 2016
SUBJECT: Rejecting All Bids for Aggregate Material Delivery and Debris Hauling

EXECUTIVE SUMMARY

Staff recommends rejection of all bids for Aggregate Material Delivery and Debris Hauling, due to bidders failing to submit required information and documents.

Public bids were advertised for Aggregate Material Delivery and Debris Hauling on Sunday, January 24, 2016. The requested bid was for a multi-year contract pertaining to the purchase and delivery of crushed gravel and hauling of spoils from utility work (e.g. mud, dirt, etc.). Funds for this project are allocated in the Water/Sewer budget.

On Friday, February 5, 2016, three (3) sealed bids were received and opened. Bid prices ranged from \$332,250 to \$347,850. Upon review of the bid documents, all three (3) bidders failed to submit certain required information and documents in their bid package. This is cause for disqualification and therefore, staff is recommending the rejection of all competitive bids. Staff has evaluated the bid submittals and is requesting that the Board consider waiving competitive bidding for the project through a subsequent resolution.

With your concurrence, please include this item on the February 16, 2016 Board meeting agenda.

RESOLUTION NO. 16 - _____

RESOLUTION REJECTING ALL BIDS FOR THE AGGREGATE MATERIAL DELIVERY AND DEBRIS HAULING PROJECT

WHEREAS, Public Works requires the purchase and delivery of crushed gravel and hauling of spoils from utility work;

WHEREAS, bids were prepared and advertised for Aggregate Material Delivery and Debris Hauling on January 24, 2016; and

WHEREAS, funds for this project are allocated in the Water/Sewer budget; and

WHEREAS, three (3) sealed bids were received and opened on February 5, 2016, ranging in price from \$332,250 to \$347,850; and

WHEREAS, all bidders failed to submit certain required information and documents in their bid package, which is cause for disqualification; and

WHEREAS, it is in the best interest of the Village to reject all bids.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that all bids received on February 5, 2016 for the Aggregate Material Delivery and Debris Hauling project be rejected.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. 16 - _____ be adopted.

President Argiris _____

Trustee Brady _____

Trustee Papantos _____

Trustee Krueger _____

Trustee Vito _____

Trustee Lang _____

Trustee Vogel _____

ADOPTED this _____ day of _____, 2016, by the President and Board of Trustees of the Village of Wheeling, Illinois.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.D-2
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 16, 2016

TITLE OF ITEM SUBMITTED: Resolution Waiving Competitive Bidding and Approving
a Three-Year Contract for Aggregate Material Delivery and Debris Hauling with LoVerde Construction Co., Inc.

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution requesting to waive competitive bidding and approving a three-year contract, in a total amount not-to-exceed \$332,250, with Loverde Construction Co., Inc. for aggregate material (CA-6 Grade 9 crushed gravel) and hauling of debris from utility work.

BUDGET²: Included in 2016 budget

BIDDING³: Waived

EXHIBIT(S) ATTACHED: Memorandum, Resolution, Contract, Bid Proposal

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: Village Manager

¹ *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

² *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

³ *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager

FROM: Mark Janeck, Director of Public Works

DATE: February 9, 2016

SUBJECT: Request to Waive Competitive Bidding and Award a Contract to LoVerde Construction Co., Inc.

EXECUTIVE SUMMARY

Staff recommends waiving competitive bidding requirements and approving a three-year contract with LoVerde Construction Co., Inc. ("LoVerde") for aggregate material delivery and debris hauling, in the total amount not-to-exceed \$332,250.

During the course of operations, Public Works generates various types of debris including concrete, asphalt, and spoil material from underground utility work. Staff transports the debris from job sites to the Public Works facility where it is stored and tested according to Illinois Environmental Protection Agency (IEPA) requirements. Afterwards, it is properly hauled off site and disposed. Additionally, Public Works stockpiles aggregate material (CA-6 Grade 9 crushed gravel) that is used for trench backfill on watermain repairs or other underground utility repairs. The aggregate material is replenished after each use to ensure that sufficient quantities are available when needed.

Staff advertised for bids on January 24, 2016. The bid was for a three (3) year contract (March 1, 2016 to December 31, 2018), with two (2) one-year renewal options. Three (3) sealed bids were received and opened on February 5, 2016. Bid prices ranged from \$332,250 to \$347,850, however, all bidders failed to submit certain required information and documents in their bid package. Due to this situation, the Village has decided to reject all bids and instead, recommend to the Board waiver of competitive bidding, and award the contract to LoVerde. Detailed review of LoVerde's bid revealed that while they were the low bid relative to pricing for the first three (3) years of the contract, pricing for optional years 4 and 5 was left out of the bid. Public Works staff believes that accepting the low price submitted by LoVerde is more important than re-bidding the work to obtain the missing optional year information.

LoVerde has contracted with the Village for public improvements and has been delivering aggregate material and hauling debris for the Village for several years. LoVerde is a local Wheeling company, and their professionalism, availability and cooperation with the Village is excellent. Due to being the lowest priced bidder, and currently providing excellent services, staff is recommending to waive competitive bidding and approve a three (3) year contract with LoVerde for aggregate material delivery and debris hauling for a total amount not-to-exceed \$332,250. Funds are available in the Water/Sewer budget.

With your concurrence, please include this item on the February 16, 2016 Board meeting agenda.

RESOLUTION NO. 16 - _____

RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING A THREE-YEAR CONTRACT FOR AGGREGATE MATERIAL DELIVERY AND DEBRIS HAULING WITH LOVERDE CONSTRUCTION CO., INC.

WHEREAS, Public Works requires the purchase and delivery of aggregate material (CA-6 crushed gravel) and hauling of debris from utility work; and,

WHEREAS, bids were advertised for Aggregate Material Delivery and Debris Hauling on January 24, 2016; and,

WHEREAS, three (3) sealed bids were received and opened on February 5, 2016, ranging in price from \$332,250 to \$347,850; and,

WHEREAS, LoVerde Construction Co., Inc. ("LoVerde") was the lowest bid with a three-year total of \$332,250; and,

WHEREAS, all bidders failed to submit certain required information and documents in their bid package, which required staff to reject all bids; and,

WHEREAS, although pricing for optional years 4 and 5 were not included in Loverde's bid package, staff believes accepting the low bid is more important than re-bidding the work to obtain the missing optional year information; and,

WHEREAS, LoVerde currently and historically has provided aggregate material delivery and debris hauling service as well as additional public improvement work to the Village; and,

WHEREAS, funds are available in the Water/Sewer budget.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that competitive bidding is waived and that the Village President is authorized to execute a three-year contract (March 1, 2016-December 31, 2018) agreement with LoVerde Construction Co., Inc. for aggregate material delivery and debris hauling in a total amount not-to-exceed \$332,250.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. 16 - _____ be adopted.

President Argiris _____

Trustee Brady _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Vito _____

Trustee Vogel _____

ADOPTED this _____ day of _____, 2016, by the
President and Board of Trustees of the Village of Wheeling, Illinois.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

**VILLAGE OF WHEELING
CONTRACT DOCUMENT**

This agreement is made this 16th day of February, 2016 between and shall be binding upon the Village of Wheeling, an Illinois Municipal Corporation hereinafter referred to as (the "Village") and LoVerde Construction Co., Inc. hereinafter to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

Purchase and delivery of aggregate material (CA-6 Grade 9 Crushed Gravel) and hauling of debris (mud, dirt, etc.) from Village facilities.

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Specification and Contract Document for Aggregate Material Delivery and Debris Hauling, consisting of the following:
 - i. Cover Sheet
 - ii. Table of Contents
 - iii. Invitation to Bid on Contract Document Legal Notice
 - iv. Standard General Conditions of the Construction Contract, EJCDC C-700 2007 Edition (as modified)
 - v. Specific Terms, Conditions and Instructions
 - vi. Bid Proposal Form
 - vii. Plans and Specifications
 - viii. All issued Addenda
 - ix. Certificate of Eligibility to Enter into Public Contracts
 - x. Required Performance and Payment Bonds
 - xi. Required Insurance Certificates
 - xii. All other Modifications issued after the execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the work issued by the Engineer.
 - b. The Contractor's Bid Proposal Dated: February 5, 2016
 - c. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$_____ paid in accordance with the provisions of the Local Government Prompt Payment Act.

3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within _____ calendar days from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.
9. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Wheeling, Illinois by, Village President, and the Contractor have hereunto set their hands this _____ day of _____, 20_____.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this ____ day of _____, 20 ____.

Individual or Partnership _____ Corporation _____

By Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this ____ day of _____, 20____.

Dean S. Argiris
Village President

Attest:

Elaine Simpson
Village Clerk

VILLAGE OF WHEELING
BID PROPOSAL (CONTINUED)

Delivery of the item(s) will be within 2 day(s) following notification of bid award.

State length and terms of warranty(s): N/A

Signed on this 5th day of February, 2016.

If an individual or partnership, all individual names of each partner shall be signed:

By.....: _____

Print Name.....: _____

Position/Title.....: _____

By.....: _____

Print Name.....: _____

Position/Title.....: _____

Company Name: _____

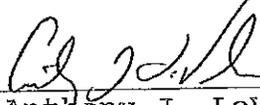
Address line 1: _____

Address line 2: _____

Telephone.....: _____

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE

By.....: 

Print Name.....: Anthony J. LoVerde

Position/Title.....: President

Company Name.....: LoVerde Construction Co., Inc.

Address line 1.....: 800 S. Milwaukee Ave., Wheeling IL

Telephone.....: 847-215-7773

No additional charges over the total net bid price will be made during the specified Bid/Contract period.
The Village of Wheeling is exempt from sales or federal tax; therefore, do not include in bid price.
All bid prices shall be shown as F.O.B. destination Wheeling, Illinois, unless otherwise stated.

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.E
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 16, 2016

TITLE OF ITEM SUBMITTED: An Ordinance Amending Title 11, Rights-Of-Way, Streets, and Sidewalks, of the Wheeling Municipal Code, Relative to Personal Wireless Telecommunication Facilities in Public Rights-Of-Way

SUBMITTED BY: James V. Ferolo, Klein, Thorpe & Jenkins, Ltd.

BASIC DESCRIPTION OF ITEM: The attached ordinance amends the Village Code to establish procedures for personal wireless telecommunication facilities. The Village Code does not currently provide for regulations and procedures on these types of telecommunication facilities

EXHIBIT(S) ATTACHED: Ordinance, Board Memo

RECOMMENDATION: Approval

SUBMITTED FOR BOARD APPROVAL: Village Manager



TO: Jon Sfondilis, Village Manager

FROM: James V. Ferolo -Klein, Thorpe and Jenkins, Ltd.

DATE: February 11, 2016

RE: Ordinance Amending Code to Establish Procedures for Personal Wireless Telecommunication Facilities

EXECUTIVE SUMMARY

This proposed ordinance amends the Village Code to establish procedures for personal wireless telecommunication facilities. The Village has received numerous requests to place small cell, distributed antenna systems and other personal wireless telecommunication facilities within the public right-of-way. The Village Code does not currently provide for regulations and procedures on these types of telecommunication facilities.

There has been an increase in demand for small cell, distributed antenna systems and other personal wireless telecommunication facilities by consumers and, as a result, the Village has received requests to place personal wireless telecommunication facilities on utility and street light poles and other structures in the public rights-of-way. The Village Code does not currently cover personal wireless telecommunication facilities and the proposed ordinance provides for the permit procedure, as well as regulations regarding the size, aesthetics, and placement of personal wireless telecommunication facilities in the public rights-of-way.

The attached ordinance would apply only to small cell antenna installations, with new towers and monopoles required to follow the review procedures established in the Zoning Code. The proposed ordinance includes the following regulations pertaining to small cell antenna installations:

1. Height, setback and size limitations (maximum height of 35', and no more than 7' above the top of the pole)
2. Material and appearance guidelines
3. Limit small cell antenna installations to one per pole
4. Prohibit installations from being within 100 feet of a residence, or within 500 feet of another installation
5. Require a license agreement with the Village in order to be placed on a Village-owned structure
6. Require a right-of-way construction permit for all installations, ensuring that the regulations are met

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 11, RIGHTS-OF-WAY, STREETS, AND SIDEWALKS, OF THE WHEELING MUNICIPAL CODE, RELATIVE TO PERSONAL WIRELESS TELECOMMUNICATION FACILITIES IN PUBLIC RIGHTS-OF-WAY

WHEREAS, the Village of Wheeling (the “Village”), is a duly incorporated and existing non-home rule municipality, created under the provisions of the laws of the State of Illinois, and now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, the Village uses the public rights-of-way within its corporate limits to provide essential public services to its residents and businesses; and

WHEREAS, the public rights-of-way within the Village are a limited public resource held in trust by the Village for the benefit of its citizens and the Village has a custodial duty to ensure that the public rights-of-way are used, repaired and maintained in a manner that best serves the public interest; and

WHEREAS, utility service providers, including electricity, telephone, natural gas and cable television and video service providers have placed, or from time to time may request to place, certain utility facilities in the public rights-of-way within the Village; and

WHEREAS, the President and Board of Trustees of the Village have previously adopted regulations, in Title 11 (Rights-of Ways, Streets and Sidewalks) of the Wheeling Municipal Code (“Village Code”), among other places, in order to establish generally applicable standards for construction, installation, use, maintenance and repair of utility facilities on, over, above, along, upon, under, across, or within, the public rights-of-way of the Village; and

WHEREAS, growing demand for personal wireless telecommunications services has resulted in increasing requests nationwide and locally from the wireless industry to place small cell, distributed antenna systems and other personal wireless telecommunication facilities on utility and street light poles and other structures in the public rights-of-way; and

WHEREAS, while State and federal law limit the authority of local governments to enact laws that prohibit or have the effect of prohibiting the provision of telecommunications services, the Village does have the power, under existing State and federal law, to approve appropriate regulations and restrictions relative to small cell, distributed antenna systems and other personal wireless telecommunication facility installations in the public rights-of-way; and

WHEREAS, in light of the anticipated continuation of increased demand for placement of small cell facilities, distributed antenna system facilities and other personal wireless telecommunication facility installations within the public rights-of-way, the Village President and Board of Trustees find and determine that it is necessary to and in the best interests of the public health, safety and general welfare to adopt the below amendments to Title 11 (Rights-of Ways, Streets and Sidewalks) of the Village Code, in order to establish generally applicable standards for construction, installation, use, maintenance and repair of such facilities and installations within the public rights-of-way of the Village (the "Code amendments"), so as to, among other things, (i) prevent interference with the facilities and operations of the Village's utilities and of other utilities lawfully located in public rights-of-way or property, (ii) provide specific regulations and standards for the placement and siting of personal wireless telecommunication facilities within public rights-of-way in the Village, (iii) preserve the character of the neighborhoods in which facilities are installed, (iv) minimize any adverse visual impact of personal wireless telecommunication facilities and prevent visual blight, (v) facilitate the location of personal wireless telecommunication facilities in permitted locations within the public rights-of-way in the Village, and (vi) assure the continued safe use and enjoyment of private properties adjacent to personal wireless telecommunication facilities locations.

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Title 11 (Rights-of Ways, Streets and Sidewalks), Chapter 11.12 (Construction of Utility Facilities in the Rights-of-Way) of the Wheeling Municipal Code is amended by adding a new Section 11.12.250 (Personal Wireless Telecommunication Services and Facilities), to read in its entirety as follows:

11.12.250: PERSONAL WIRELESS TELECOMMUNICATION FACILITIES

A. Definitions:

As used in this section, the following terms shall have the following meanings:

“Alternative Antenna Structure” means an existing pole or other structure within the public right-of-way that can be used to support an antenna and is not a utility pole or a Village-owned infrastructure.

“Applicant” includes any person or entity submitting an application to install personal wireless telecommunication facilities within a public right-of-way.

“Distributed Antenna System (DAS)” means a type of personal wireless telecommunication facility consisting of a network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area.

“Landscape Screening” means the installation at grade of plantings, shrubbery, bushes or other foliage intended to screen the base of a personal wireless telecommunication facility from public view.

“Monopole” means a structure composed of a single spire, pole or tower used to support antennas or related equipment.

“Personal Wireless Telecommunication Antenna” means an antenna that is part of a personal wireless telecommunications facility.

“Personal Wireless Telecommunication Equipment” means equipment, exclusive of an antenna, that is part of a personal wireless telecommunications facility.

“Personal Wireless Telecommunications Facility” means an antenna, equipment, and related improvements used, or designed to be used, to provide wireless transmission of voice, data, images, or other information including, but not limited to, cellular phone service, personal communication service, paging, and Wi-Fi antenna service.

“Small Cell Antennas” means a Personal Wireless Telecommunications Facility consisting of an antenna and related equipment either installed singly or as part of a network to provide coverage or enhance capacity in a limited defined area.

“Tower” means any structure that is designed and constructed primarily for the purpose of supporting one or more antennas, including self-supporting lattice towers, guy towers, or monopole towers. Except as otherwise provided for by this section, the requirements for a tower and associated antenna facilities shall be those required in Article 10 and elsewhere in this chapter and Code.

“Utility Pole” means an upright pole used to support electric cables, telephone cables, telecommunication cables and related facilities owned and maintained by a Public Utility Company as defined by the Illinois Commerce Commission.

“Variation” means a grant of relief in accordance with the procedures described in Section 11.12.210, unless an alternative relief procedure is specified.

“Village Owned Infrastructure” means infrastructure including, but not limited to, streetlights, traffic signals, towers or buildings owned, operated or maintained by the Village.

“Wi-Fi Antenna” means an antenna used to support Wi-Fi broadband Internet access service based on the IEEE 802.11 standard that typically uses unlicensed spectrum to enable communication between devices.

B. Regulations and Standards:

Personal wireless telecommunication facilities shall be permitted to be placed in rights-of-way within the corporate limits of the Village as attachments to existing utility poles, alternative antenna structures, or Village-owned infrastructure subject to the regulations found in this Chapter 11.12 and the following regulations:

1. Number Limitation – Not more than one personal wireless telecommunication facility may be located on a single utility pole.

2. Separation and Setback Requirements – Personal wireless telecommunication facilities may be attached to a utility pole, alternative antenna structure or Village-owned infrastructure only where such pole, structure or infrastructure is located no closer than one hundred (100) feet to any residential building and no closer than five hundred feet (500) feet from any other personal wireless telecommunication facility. A lesser setback may be allowed by the Village Board as a variance to this section when the applicant establishes that the lesser setback is necessary to close a significant gap in the applicant’s services or to otherwise provide adequate services to customers, and the proposed antenna or facility is the least intrusive means to do so.

3. Co-Location – Unless otherwise authorized by the director of public works as a variance for good cause shown, only one personal wireless telecommunications facility shall be allowed on each utility pole, alternative antenna structure, or single unit of Village-owned infrastructure for the use of a single personal wireless telecommunications facility operator. This subsection does not preclude or prohibit collocation of personal wireless telecommunication facilities on towers that meet the requirements as set forth elsewhere in this chapter and in Article 10 of this Code or as required by federal law.

4. Village-Owned Infrastructure – Personal wireless telecommunication facilities shall only be mounted to Village-owned infrastructure including, but not limited to, streetlights, traffic signal, towers or buildings, if authorized by a license agreement between the owner and the Village.

5. New Towers - No new monopole or other tower to support personal wireless telecommunication facilities shall be installed on right-of-ways within the corporate limits of the Village unless specifically authorized by the Village Board.

6. Attachment Limitations – No personal wireless telecommunication antenna or facility shall be attached to a utility pole, alternative antenna structure, or Village-owned infrastructure unless all of the following conditions are satisfied:

a. Surface Area of Antenna – The personal wireless telecommunication antenna, including antenna panels, whip antennas or dish-shaped antennas, shall not have a surface area of more than seven (7) square feet and no single dimension exceeding seven (7) feet. Omnidirectional or whip antennas may not extend more than seven (7) feet, not including any pole extension.

b. Size of Above-Ground Personal Wireless Telecommunication Facility – The total combined volume of all above-ground equipment and appurtenances comprising a personal wireless telecommunication facility, exclusive of the antenna itself, cannot exceed fifteen (15) cubic feet.

c. Personal Wireless Telecommunication Equipment – The operator of a personal wireless telecommunication facility shall, whenever possible, locate the base of the equipment or appurtenances at a height of no lower than eight (8) feet above grade.

d. Personal Wireless Telecommunication Services Equipment Mounted at Grade – In the event that the operator of a personal wireless telecommunication facility proposes to install a facility where equipment or appurtenances are to be installed at grade, screening shall be installed to minimize the visibility of the facility.

e. Height – A personal wireless telecommunication antenna shall not exceed more than thirty-five (35) feet above ground level. The top of the highest point of the antenna may not extend more than seven (7) feet above the highest point of the utility pole, alternative antenna support structure, or Village-owned infrastructure and the combination of the height of the pole, support structure or infrastructure and the antenna extension shall not exceed thirty-five (35) feet.

f. Color – A personal wireless telecommunication facility, including all related equipment and appurtenances, shall be a color that blends with the surroundings of the pole, structure or infrastructure on which it is mounted and use non-reflective materials which blend with the materials and colors of the surrounding area and structures. Any wiring must be covered with an appropriate cover or cable shield.

g. Antenna Panel Covering - A personal wireless telecommunication antenna shall include a radome, cap or other antenna panel covering or shield and shall be of a color that blends with the color of the pole on which it is mounted.

h. Wiring and Cabling – Wires and cables connecting the antenna to the remainder of the facility shall be installed in accordance with the version of the National Electric Code and National Electrical Safety Code adopted by the Village and in force at the time of the installation of the facility. In no event shall wiring and cabling serving the facility interfere with any wiring or cabling installed by a cable television or video service operator, electric utility or telephone utility.

i. Grounding – The personal wireless telecommunication facility shall be grounded in accordance with the requirements of the most current edition of the National Electrical Code adopted by the Village and in force at the time of the installation of the facility.

j. Guy Wires – No guy or other support wires shall be used in connection with a personal wireless telecommunication facility unless the facility is proposed to be attached to an existing utility pole, alternative antenna support structure or Village-owned infrastructure that incorporated guy wires prior to the date that an applicant has applied for a permit.

k. Pole Extensions – Extensions to utility poles, alternative support structures and Village-owned infrastructure utilized for the purpose of connecting a personal wireless telecommunications antenna and its related personal wireless telecommunications equipment shall be fabricated from material similar to the support pole, and shall have a degree of strength capable of supporting the antenna and any related appurtenances and cabling and capable of withstanding wind forces and ice loads in accordance with the structural integrity standards set forth in l. below. An extension shall be securely bound to the support pole, alternative antenna structure or Village-owned infrastructure in accordance with applicable engineering standards for the design and attachment of such extensions. No extensions fabricated from wood shall be permitted.

l. Structural Integrity – The personal wireless telecommunication facility, including the antenna, pole extension and all related equipment shall be designed to withstand a wind force of at least ninety (90) miles per hour, and be designed to withstand a wind force of at least forty (40) miles per hour which includes at least three quarters (3/4) of an inch of ice all without the use of guy wires. For any facility attached to Village-owned infrastructure or, in the discretion of the Village, for a utility pole or alternative antenna structure, the operator of the facility shall provide the Village with a structural evaluation of each specific location containing a recommendation that the proposed installation passes the standards described above. The evaluation shall be prepared by a professional structural engineer licensed in the State of Illinois.

7. Signage – Other than signs required by federal law or regulations, a personal wireless telecommunication facility shall not have signs installed thereon.

8. Screening – If screening is required under subsection 6 above, it shall be natural landscaping material or a fence subject to the approval of the Village and shall comply with all regulations of the Village. In lieu of the operator installing the screening, the Village, at its sole discretion, may accept from the operator of the facility a fee of one thousand five hundred dollars (\$1,500) for the acquisition and installation of landscaping material by the Village. Appropriate landscaping shall be located and maintained and shall provide the maximum achievable screening, as determined by the Village, from view from adjoining properties and public or private streets. Notwithstanding the foregoing, no such screening is required to extend more than nine (9) feet in height. Landscape screening when permitted in the right-of-way, shall be provided with a clearance of three (3) feet in all directions from the facility. The color of housing for ground-mounted equipment shall blend with the surroundings. For a roof-mounted facility, the maximum reasonably achievable screening shall be provided between such facility and the view from adjoining properties and public or private streets.

9. Permission to Use Utility Pole or Alternative Antenna Structure - The operator of a personal wireless telecommunication facility shall submit to the Village copies of the approval from the owner of a utility pole, or an alternative antenna structure, to mount the personal wireless telecommunication facility on that specific pole, or structure, prior to commencement of the installation. The utility company's approval shall also indicate that the occupation of the pole by the personal wireless telecommunication equipment will not limit the utility company's, or any other public utility currently utilizing the pole, ability to expand their facilities on the pole in the future. Approval by the utility company to allow the installation of a personal wireless communication facility shall also include a guarantee by the utility company that the utility company will either cause the removal of abandoned equipment in accordance with subsection 12 below or remove the equipment themselves.

10. Licenses and Permits – The operator of a personal wireless telecommunication facility shall submit to the Village copies of all licenses and permits required by other agencies and governments with jurisdiction over the design, construction, location and operation of said facility and shall maintain such licenses and permits and provide evidence of renewal or extension thereof when granted.

11. Variance Requirements – Each location of a personal wireless telecommunication facility within a right-of-way shall meet all of the requirements of the section. Variances may be requested pursuant to the procedure and standards set forth in section 11.12.210.

12. Abandonment and Removal – Any personal wireless telecommunication facility located within the corporate limits of the Village that is not operated for a continuous period of twelve (12) months, shall be considered abandoned and the owner of the facility shall remove same within ninety (90) days of receipt of written notice from the Village notifying the owner of such abandonment. Such notice shall be sent by certified or registered mail, return-receipt-requested, by

the Village to such owner at the last known address of such owner. In the case of personal wireless telecommunication facilities attached to Village owned infrastructure, if such facility is not removed within ninety (90) days of such notice, the Village may remove or cause the removal of such facility through the terms of the applicable license agreement or through whatever actions are provided by law for removal and cost recovery.

13. Governmental Wireless Telecommunication Facilities – This section shall not apply to personal wireless telecommunication facilities owned by the Village.

14. Permits and Application Fees – Permits for placement of personal wireless telecommunication facilities are required. Except as otherwise provided for by this section, the procedures for the application for, approval of and revocation of such a permit shall be those required in this Chapter, specifically section 11.12.040 of this chapter. Any applications shall demonstrate compliance with the requirements of this section. Unless otherwise provided by franchise, license, or similar agreement, or federal, State or local law, all applications for permits pursuant to this section shall be accompanied by a fee in the amount established in section 11.12.040. The application fee is to reimburse the Village for regulatory and administrative costs with respect to the work being performed, which costs the Village represents have been or will be incurred, and is not deemed to be compensation for the use of the rights-of-way as herein defined in this section.

15. Conflict of Laws. Where the conditions imposed by any provisions of this section regarding the siting and installation of personal wireless telecommunication facilities are more restrictive than comparable conditions imposed elsewhere in this chapter, Code or in any other local law, ordinance, resolution, rule or regulation, the regulations of this section shall govern.”

SECTION 2: That all ordinances or parts of ordinances in conflict with this Ordinance are hereby expressly repealed.

SECTION 3: Except as to the Code amendments set forth above in this Ordinance, all Chapters and Sections of the Wheeling Village Code, as amended, shall remain in full force and effect.

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5:

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee _____ moved, seconded by Trustee _____, that Ordinance No. _____ be passed, this _____ day of _____, 2016.

President Argiris _____

Trustee Lang _____

Trustee Brady _____

Trustee Papantos _____

Trustee Krueger _____

Trustee Vito _____

Trustee Vogel _____

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

PUBLISHED in pamphlet form this _____ day of _____, 2016, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #13.F
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: February 16, 2016

TITLE OF ITEM SUBMITTED: DISCUSSION RE: Concept Review of Proposed Woods of Wheeling Planned Unit Development on the Vacant Parcel at 911 West Dundee Road

SUBMITTED BY: Andrew C. Jennings
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: The potential buyer of the vacant property west of 903 W. Dundee Road has requested a concept review for a proposed independent senior living community consisting of two buildings and a total of 162 units.

BUDGET²: N/A
BIDDING³: N/A

EXHIBIT(S) ATTACHED: Project Narrative
Vicinity Map
Photographs of Subject Property and Surroundings (2 sheets)
Site Plan (black & white)
Site Plan (color)

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: VILLAGE MANAGER

¹ *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

² *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

³ *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*