

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 MONDAY, APRIL 4, 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 March 7, 2016
5. **CHANGES TO THE AGENDA**
6. **PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**
 - [Proclamation: National Safe Digging Month – April 2016](#)
 - [Proclamation: National Service Recognition Day – April 5, 2016](#)
 - [Proclamation: National Crime Victims’ Rights Week – April 10–16, 2016](#)
 - [Proclamation: National Public Safety Telecommunicators Week – April 10–16, 2016](#)
 - [Proclamation: National Volunteer Week – April 10–16, 2016](#)
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 Authorizing a Memorial Day Parade from Weiland Road and Illinois Route 83 \(McHenry Road\) Traveling South to Lexington Drive and Terminating at AMVETS](#)
 - B. [Resolution Authorizing the Village President to Execute a Release and Settlement Agreement](#)

- C. [Resolution](#) Authorizing the Village President and Clerk to Execute a Memorandum of Understanding with Suburban Concrete Related to Remedial Curb and Gutter Work in the Village
- 12. **OLD BUSINESS** NONE
- 13. **NEW BUSINESS** All listed items for discussion and possible action
- A. [Ordinance](#) Reserving Volume Cap in Connection with Private Activity Bond Issues, and Related Matters
- B. [Ordinance](#) Authorizing the Village President and Village Clerk to Execute an Intergovernmental Agreement among the Member Agencies of the Major Case Assistance Team
- C. [Ordinance](#) Enacting a Temporary 180-Day Moratorium on the Establishment and Licensing of Massage Establishments in the Village of Wheeling [Docket No. 2016-6]
- D. [Resolution](#) Repealing Resolution 16-05 and Authorizing Change Order No. 1 and Final to the Construction Contract with A-Lamp Concrete for the 2015 Motor Fuel Tax (MFT) Street Improvement Program
- E. [Resolution](#) Rejecting all Bids, Waiving Competitive Bidding, and Accepting a Contract with Patriot Pavement Maintenance for the 2016 Crack Sealing Program
- 14. **OFFICIAL COMMUNICATIONS**
- 15. **APPROVAL OF BILLS** March 17-30, 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.***



PROCLAMATION Village of Wheeling

NATIONAL SAFE DIGGING MONTH
APRIL 2016

WHEREAS, each year the nation's underground utility infrastructure suffers unintentional damage through the actions of those who fail to call **8-1-1** to have underground utility lines located prior to digging, potentially resulting in consequences that include service interruption, harm to the environment, personal injury, and even death; and

WHEREAS, in an effort to reduce these damages, the Common Ground Alliance and its members promote a national call-before-you-dig number, **8-1-1**, designated by the Federal Communication Commission in 2005 to provide excavators and homeowners with a simple number to reach their local one-call center and request utility line locations at the intended dig site; and

WHEREAS, Joint Utility Locating Information for Excavators (JULIE), the one-call Center for Wheeling and the rest of Illinois outside of Chicago, is one of the largest such centers in the nation, and processes utility locating requests 24 hours a day, every day of the year; and

WHEREAS, excavators and homeowners will save time and money while keeping our community safe and connected by observing established digging practices:

- make a simple call to **8-1-1** in advance of any digging project,
- wait the required amount of time before beginning the project,
- respect the marked lines by maintaining visual definition during the excavation, and
- dig with care around the marks; and

WHEREAS, the Village of Wheeling seeks to inform the public that safe digging is a shared responsibility: *To Know What's Below, Call 8-1-1 Before You Dig*;

NOW, THEREFORE, I, Dean S. Argiris, President of the Village of Wheeling, do hereby proclaim the month of April 2016 as National Safe Digging Month in Wheeling, and I encourage excavators and homeowners to always call **8-1-1** before digging—because safe digging is no accident!

DATED at the Village of Wheeling this 4th day of April, 2016.

Dean S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk





PROCLAMATION
Village of Wheeling

National Service Recognition Day – April 5, 2016

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's towns and cities are increasingly turning to national service and volunteerism as a cost-effective strategy to meet their residents' needs; and

WHEREAS, AmeriCorps and Senior Corps participants address the most pressing challenges facing our communities, from educating students for the jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps and Senior Corps participants serve in more than 50,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social wellbeing; and

WHEREAS, national service participants increase the impact of the organizations they serve, both through their direct service and by managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with cities and counties nationwide to engage citizens, improve lives, and strengthen communities, and is joining with the National League of Cities, the National Association of Counties, Cities of Service, and mayors and county officials across the country for the Mayor and County Recognition Day for National Service on April 5, 2016;

NOW THEREFORE, I, Dean S. Argiris, President of the Village of Wheeling, do hereby proclaim April 5, 2016, as National Service Recognition Day in Wheeling, and I encourage residents to recognize the positive impact of national service in our county, to thank those who serve, and to find ways to give back to their communities.

DATED at the Village of Wheeling this 4th day of April, 2016.

Dean S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk





Village of Wheeling Proclamation

National Crime Victims' Rights Week: April 10–16, 2016

Whereas, Americans are the victims of more than 20 million crimes each year, and crime can touch the lives of anyone, regardless of age, national origin, race, creed, religion, gender, sexual orientation, or immigration or economic status; and

Whereas, many victims face challenges in finding appropriate services, including victims with disabilities, young victims of color, deaf and hard of hearing victims, LGBTQ victims, tribal victims, elder victims, victims with mental illness, immigrant victims, teen victims, victims with limited English proficiency, and others; and

Whereas, too many communities feel disconnected from the justice and social response systems, and have lost trust in the ability of those systems to recognize them and respond to their needs; and

Whereas, victims of repeat victimization who fail to receive supportive services are at greater risk for long-term consequences of crime; and

Whereas, the victim services community has worked for decades to create an environment for victims that is safe, supportive, and effective; and

Whereas, intervening early with services that support and empower victims provides a pathway to recovery from crime and abuse; and

Whereas, honoring the rights of victims—including the right to be heard and to be treated with fairness, dignity, and respect, and working to meet their needs—rebuilds their trust in the criminal justice and social service systems; and

Whereas, serving victims and rebuilding their trust restores hope to victims and survivors and to their communities; and

Whereas, National Crime Victims' Rights Week, April 10–16, 2016, is an opportune time to commit to ensuring that all victims of crime—even those who are challenging to reach or to serve—are offered culturally and linguistically accessible and appropriate services in the aftermath of crime; and

Whereas, the Village of Wheeling is hereby dedicated to serving victims, building trust, and restoring hope for justice and healing;

NOW, THEREFORE, I, **Dean Argiris, President of the Village of Wheeling**, do hereby proclaim the week of April 10–16, 2016 as National Crime Victims' Rights Week in the Village of Wheeling, reaffirm this Village's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year, and express our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.

DATED at the Village of Wheeling this 4th day of April, 2016.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk





PROCLAMATION
Village of Wheeling

National Public Safety Telecommunicators Week
April 10–16, 2016

WHEREAS, emergencies can occur at any time that require police, fire, or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the emergency communications center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators serve as a vital link for our police officers and firefighters by monitoring their activities by radio, providing them information, and promoting their safety; and

WHEREAS, Public Safety Telecommunicators of the Village of Wheeling have contributed substantially to the apprehension of criminals, the suppression of fires, and the treatment of patients; and

WHEREAS, the dispatchers of the Village of Wheeling have exhibited compassion, understanding, and professionalism during the performance of their duties during the past year;

NOW, THEREFORE, I, Dean Argiris, President of the Village of Wheeling, do hereby proclaim April 10-16, 2016 as National Public Safety Telecommunications Week in Wheeling, in honor of the men and women whose diligence and professionalism help to keep our village and citizens safe.

DATED at the Village of Wheeling this 4th day of April, 2016.

Dean Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk





**Village of Wheeling
PROCLAMATION**

**National Volunteer Week
April 10–16, 2016**

WHEREAS, the Village of Wheeling is proud of the volunteers who not only serve the community with pride and commitment, but also help to make sure that the community is a great place to live, work and raise a family; and

WHEREAS, the entire community can inspire, equip, and mobilize people to take action that changes the world; and

WHEREAS, volunteers can connect with local community service opportunities through hundreds of community service organizations; and

WHEREAS, individuals and communities are at the center of social change, discovering their power to make a difference; and

WHEREAS, during this week all over the nation, service projects will be performed and volunteers recognized for their commitment to service; and

WHEREAS, the giving of oneself in service to another empowers both the giver and the recipient; and

WHEREAS, experience teaches us that government by itself cannot solve all of our nation's social problems; and

WHEREAS, our country's volunteer force of over 63 million is a great treasure; and

WHEREAS, volunteers are vital to our future as a caring and productive community and nation;

NOW, THEREFORE, I, Dean Argiris, President of the Village of Wheeling, do hereby proclaim **April 10–16, 2016** as **NATIONAL VOLUNTEER WEEK** in Wheeling, and urge my fellow citizens to volunteer in their respective communities, since by volunteering and recognizing those who serve, we can come together to make a difference.

DATED at the Village of Wheeling this 4th day of April, 2016.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk



**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

AGENDA ITEM NO(S): #11.A.

DATE OF BOARD MEETING: April 4th, 2016

TITLE OF ITEM SUBMITTED: Resolution Authorizing a Memorial Day Parade from Weiland Road and Illinois Route 83 (McHenry Road) Traveling South to Lexington Drive and Terminating at AMVETS

SUBMITTED BY: James Dunne, Chief of Police

BASIC DESCRIPTION OF ITEM¹: Road closures on Monday, May 30th, 2016 for a parade at 10:00 A.M.

BUDGET: N/A

EXHIBIT(S) ATTACHED: Staff Memo; Resolution.

RECOMMENDATION: Approval.

SUBMITTED FOR BOARD APPROVAL: 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.



TO: Jon A Sfondilis, Village Manager
FROM: James Dunne, Police Chief
DATE: April 4th, 2016
SUBJECT: AMVETS Memorial Day Parade Resolution

EXECUTIVE SUMMARY

Staff recommends the approval of the Resolution for the AMVETS Memorial Day Parade on May 30, 2016.

On May 30, 2016, AMVETS will be conducting a Memorial Day Parade from Weiland Road and Illinois Route 83 (McHenry Road) traveling South to Lexington Drive and terminating at AMVETS. This will require the complete closure of Illinois Route 83 (McHenry Road) at Weiland Road southbound to Lexington Drive. The Village of Wheeling will assume the responsibility involved in closing said highway. The Village of Wheeling will also assume the full responsibility for the direction, protection, and regulation of traffic during the time the detour is in effect.

RESOLUTION 16 - _____

A RESOLUTION AUTHORIZING A MEMORIAL DAY PARADE FROM WEILAND ROAD AND ILLINOIS ROUTE 83 (MCHENRY ROAD) TRAVELING SOUTH TO LEXINGTON DRIVE AND TERMINATING AT AMVETS

WHEREAS, the Phillip Carpenter AMVETS Post No. 66 desires to hold a Memorial Day parade on Monday, May 30th, 2016, at 10:00 A.M. beginning at Weiland Road and Illinois Route 83 (McHenry Road) and proceeding south to the AMVETS facility at 700 McHenry Road; and

WHEREAS, said parade will require the complete closure of Illinois Route 83 (McHenry Road), at Weiland Road southbound to Lexington Drive; and

WHEREAS, the State of Illinois requires the Village of Wheeling to assume the responsibility involved in closing said highway;

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 of Wheeling will assume full responsibility for the direction, protection, and regulation of traffic during the time the detour is in effect.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. 16 - _____ be adopted.

President Argiris _____

Trustee Brady _____

Trustee Krueger _____

Trustee Vito _____

Trustee Lang _____

Trustee Papantos _____

Trustee Vogel _____

Adopted this _____ day of _____, 2016 by the President and Board of Trustees of the Village of Wheeling, Illinois, pursuant to a roll call vote as set forth above.

Approved by me this _____ day of _____, 2016.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: April 4, 2016

TITLE OF ITEM SUBMITTED: A Resolution Authorizing the Village President to Execute a Release and Settlement Agreement

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

BASIC DESCRIPTION OF ITEM: The attached Resolution authorizes the Execution of a Release and Settlement Agreement for the purpose of resolving a lawsuit related to a motor vehicle collision involving a Village snow removal vehicle and a car. The total settlement is \$35,000.

EXHIBIT(S) ATTACHED: Resolution, Settlement Agreement and Memo

RECOMMENDATION: Approval

SUBMITTED FOR BOARD APPROVAL: Village Manager

RESOLUTION NO. 16-_____

**RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO EXECUTE A
RELEASE AND SETTLEMENT AGREEMENT**

WHEREAS, the VILLAGE OF WHEELING, Lake and Cook Counties, Illinois (the “Village”) is a home rule municipality, pursuant to Article 7, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, Plaintiff, LENA KOZIMOR (“Plaintiff”), on behalf of herself and as the Special Representative of the Estate of Thomas Kozimor, deceased, filed an action entitled Lena Kozimor, individually and as Special Representative of the Estate of Thomas Kozimor, deceased v. Village of Wheeling (“Village”) and Michael Boros (“Boros”), Case Number W 14L 12852 (the “Lawsuit”), in the Circuit Court of Cook County, Illinois; and

WHEREAS, Plaintiff’s alleged cause of action arises out of a motor vehicle collision on December 14, 2013 with a Village owned vehicle; and

WHEREAS, the Village Board without any admission of liability deems that it is in the Village’s best interest to amicably resolve any and all disputes, claims, actions or causes of action related to the Lawsuit.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS, as follows:

The Village President is authorized to execute a Settlement Agreement in substantial conformity with the Agreement attached hereto as EXHIBIT A.

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

President Argiris _____

Trustee Papantos _____

Trustee Brady _____

Trustee Vito _____

Trustee Krueger _____

Trustee Vogel _____

Trustee Lang _____

Adopted this _____ day of _____, 2016.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

RELEASE AND SETTLEMENT AGREEMENT

WHEREAS, Plaintiff, LENA KOZIMOR (“Plaintiff”), on behalf of herself and as the Special Representative of the Estate of Thomas Kozimor, deceased, filed an action entitled Lena Kozimor, individually and as Special Representative of the Estate of Thomas Kozimor, deceased v. Village of Wheeling (“Village”) and Michael Boros (“Boros”), Case Number W 14L 12852 (the “Lawsuit”), in the Circuit Court of Cook County, Illinois, together the Village and Boros are the “Defendants”; and

WHEREAS, Plaintiff alleged a cause of action against the Defendants, alleging that Boros, within the scope of his employment with the Village, negligently operated a Village-owned motor vehicle on December 14, 2013 causing Plaintiff injuries; and

WHEREAS, Plaintiff and the Defendants wish to resolve all disputes and fully settle and compromise all claims, demands, actions, causes of actions or suits at law arising from or related to this Lawsuit, including all claims for attorneys fees, expenses, and/or costs pursuant to any and all claims that were or could have been advanced by or on behalf of Plaintiff or by her heirs, successors, assigns, executors, attorneys, insurers and representatives of any kind in any manner or forum in any way to the allegations and events alleged in the Lawsuit.

NOW THEREFORE, in consideration of the foregoing, Plaintiff and Defendants agree as follows:

1. The Village shall pay Thirty-Two Thousand and 00/100 Dollars (\$32,000.00) to Plaintiff for her individual injuries and Three Thousand and 00/100 Dollars (\$3,000.00) to Plaintiff in her capacity as Special Representative of the Estate of Thomas Kozimor. The total settlement represented herein is Thirty-Five Thousand and 00/100 Dollars (\$35,000.00).
2. Plaintiff, individually and as Special Representative shall dismiss the lawsuit with prejudice as further consideration for the payment hereunder.
3. Plaintiff, and their respective administrators, agents, employees, assigns, officers, insurers and all other persons, firms, attorneys or corporations that may claim a right in this Lawsuit, release and forever discharge the Defendants, and their respective administrators, agents, employees, assigns, officers, and all other persons, firms, attorneys or corporations liable or who might be claimed to be liable, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever that were alleged or could have been alleged by Plaintiff, individually and as Special Representative, in this Lawsuit.
4. Plaintiff and Defendants shall bear their own attorney’s fees and costs.
5. The Defendants make no representation or warranty to Plaintiff or her attorneys regarding the tax, social security, Medicare, Medicaid implications

or consequences of any payment made to Plaintiff pursuant to this Agreement, by the Internal Revenue Service or any other tax authority. Plaintiff will be solely responsible for the payment of any and all taxes or governmental payments and reporting of whatever kind that may be due or payable or reportable in connection with any payments made to her or on her behalf pursuant to this Agreement. Plaintiff agrees that any and all tax, social security, Medicare or Medicaid liability which may result from the payment of indemnify and hold the Village harmless from and against any claim, penalty, interest or other liability asserted by any governmental agency related to its payment of monies to Plaintiff hereunder. In the event that any such lien is enforced against the Defendants, the Plaintiff will be liable to the Defendants for any such amounts collected.

6. Plaintiff and Defendants represent and warrant that they know of the existence of no other liens or rights of third parties for claims related to this lawsuit, other than by Defendant against Thomas Kozimor and Medicare, and Plaintiff expressly represents that she has checked with all relevant medical providers for any such liens. Should any other subrogee or lienholder assert any right related to Plaintiff's claims in this lawsuit, Plaintiff shall bear the entire responsibility for making that party or those parties whole from the settlement amount paid to him by the Defendants, and the Defendants are expressly released from any liability related to any such claims. Moreover, should any such third party claims or liens be asserted by any third party in the future at any time, Plaintiff agrees to fully indemnify and defend the Defendants, giving the Defendants choice of counsel in their own defense, which counsel shall be paid for at Plaintiff's cost. Defendants shall dismiss the third party claim with prejudice.
7. Plaintiff and Defendants hereby declare that they are represented by competent counsel in signing this Settlement Agreement, and that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise, adjustment and settlement of any and all claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims. Plaintiff and Defendants agree that this settlement is not an admission of liability but represents the resolution of a doubtful and disputed claim.
8. The consideration provided herein contains the entire consideration to which Plaintiff and Defendants will be entitled in exchange for the releases set forth herein. The Plaintiff and Defendants acknowledge that none of the other parties, or their agents, or their attorneys, or any other party has made any promise, representation or warranty, expressed or implied, not expressly contained in this Settlement Agreement, which has induced him or her to sign this Agreement.
9. This Settlement Agreement shall be binding upon and inure to the benefit of

Plaintiff and Defendants, their assigns, legal representatives, and successors in interest.

10. This Settlement Agreement may be executed in counterparts, and all counterparts so executed shall constitute one Settlement Agreement, binding upon Plaintiff and Defendants, notwithstanding that Plaintiff and Defendants are not signatories to the original of the same counterpart. The counterparts may be executed and served by facsimile or electronic mail, which counterparts shall be deemed originals. In any action or proceeding, any copy of this Settlement Agreement may be offered into evidence without regard to any rule of evidence to the contrary.
11. This Settlement Agreement shall be governed by and shall be construed and interpreted in accordance with the law of the State of Illinois, without regard to Illinois choice of law principles. Plaintiff and Defendants consent to the jurisdiction and venue of the Circuit Court of Cook County, Illinois.
12. Each party acknowledges that it has carefully read and fully understands all of the provisions of this Settlement Agreement; that it agrees to all of the provisions of this Settlement Agreement; that it is voluntarily entering into this Settlement Agreement; and that it has the capacity to enter into this Settlement Agreement. Each party acknowledges that it has discussed all aspects of this Settlement Agreement with its counsel to the full extent desired. Each party, and the person signing on behalf of each party, represents that the person signing this Settlement Agreement has the authority to execute this document and thereby bind the party hereto on whose behalf the person is signing. This Settlement Agreement shall be construed as having been drafted by Plaintiff and Defendants equally, so that any rule of construction by which ambiguities are interpreted against the drafter shall have no force and effect.
13. This Settlement Agreement shall not be construed as releasing any claim arising from a breach of this Settlement Agreement or an obligation created hereby.
14. In the event that there are any court proceedings relating to the enforcement, interpretation of, or declaration of rights under this Settlement Agreement between Plaintiff and Defendants, Plaintiff and Defendants agree that reasonable attorneys' fees and other expenses incurred therein (including but not limited to expert and consultant fees) shall be awarded to the prevailing party. Plaintiff and Defendants agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.
15. This Settlement Agreement is a permanent and binding accord and resolution of the rights and obligations of Plaintiff and Defendants with respect to all matters which are the subject of this Settlement Agreement.

16. This Settlement Agreement may not be altered, amended, modified, or otherwise changed, except by a written agreement executed by a duly authorized representative of each party.
17. This Agreement shall be effective on the last date executed by the parties as shown below.

ATTEST:

Village Clerk

VILLAGE OF WHEELING

By: _____

Its: Village President

Date: _____

ATTEST:

Village Clerk

MICHAEL BOROS

By: _____

Date: _____

LENA KOZIMOR, individually and as
Special Representative of the Estate of
Thomas Kozimor, deceased

By: _____

Witness signature

Print name: _____

Date: _____

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: April 4, 2016

TITLE OF ITEM SUBMITTED: A Resolution Authorizing the Village President and Village Clerk to Execute a Memorandum of Understanding with Suburban Concrete Related to Remedial Curb and Gutter Work in the Village

SUBMITTED BY: James V. Ferolo-Klein Thorpe and Jenkins

BASIC DESCRIPTION OF ITEM: The attached resolution authorizes the Village President and Clerk to Memorandum of Understanding with Suburban Concrete to perform Remedial Work on curbs and gutters within the Village.

EXHIBIT(S) ATTACHED: Resolution and Memorandum of Understanding.

RECOMMENDATION: Approval

SUBMITTED FOR BOARD APPROVAL: Village Manager



TO: Jon Sfondilis, Village Manager
FROM: James V. Ferolo -Klein, Thorpe and Jenkins, Ltd.
DATE: March 31, 2016
RE: Resolution Authorizing the Execution of a Memorandum of Understanding with Suburban Concrete for Remedial Work

EXECUTIVE SUMMARY

Suburban Concrete performed sidewalk removal and installation in 2014 and last summer, staff identified that large portions of the curbs and gutters in the Arlington Club subdivision were damaged. Suburban Concrete has agreed to replace the damaged curbs and gutters this summer that staff has identified.

In June 2015, staff noticed that the curbs and gutters in Arlington Club subdivision were damaged. Since the sidewalks, curbs, and gutters were just replaced by Suburban Concrete as part of the 2014 Sidewalk Replacement Program, the Village notified Suburban Concrete of the defects pursuant to the Contract and demanded a replacement of the defected areas. Suburban Concrete's position is that the damage was caused by over-salting during the winter. Over the past few months, the parties have negotiated this Memorandum of Understanding regarding the replacement of the damaged curbs and cutters as a means to avoid litigation over the Contract.

The Memorandum of Understanding provides that Suburban Concrete will repair and replace approximately 4,568 linear feet of rebar and 2,284 linear feet of curb within the Arlington Club subdivision. This work shall be completed by June 1, 2016. Suburban Concrete is responsible for paying for the majority of the Remedial Work, but the Village has agreed to pay \$9,000. I believe this negotiation to be fair and in the best interest of the Village of Wheeling.

RESOLUTION NO. 16_____

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND CLERK TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH SUBURBAN CONCRETE RELATED TO REMEDIAL CURB AND GUTTER WORK IN THE VILLAGE

WHEREAS, the Village of Wheeling, Cook and Lake Counties, Illinois, is a home rule unit of local government pursuant to Article 7, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, on February 18, 2014, the Village awarded a Contract to Suburban Concrete to remove and replace sidewalks, curbs, and gutters within the Village of Wheeling (hereinafter the "Project"); and

WHEREAS, the construction work on the Project was completed by Suburban Concrete on November 7, 2014; and

WHEREAS, by June of 2015 staff identified failed curb and gutter installation at various locations within the Village; and

WHEREAS, Suburban Concrete, consistent with the terms in the Memorandum of Understanding attached as Exhibit A, has agreed to perform remedial work to replace the damaged and defective curb and gutters; and

WHEREAS, the Village Board finds that it is in the public's best interest that the Memorandum of Understanding attached hereto as Exhibit A be entered into.

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, AS FOLLOWS:

SECTION 1: That under the authority vested in the corporate authorities of the Village of Wheeling, the Village President and Board of Trustees have determined that it is necessary and desirable for the Village of Wheeling to enter into the Memorandum of Understanding attached as Exhibit A.

SECTION 2: That the Village President and Village Clerk are hereby authorized to execute a Memorandum of Understanding with Suburban Concrete in substantial conformity with the Memorandum of Understanding attached hereto as Exhibit A, subject to final approval by the Village Manager and Village Attorney.

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

President Argiris _____

Trustee Papantos _____

Trustee Brady _____

Trustee Vito _____

Trustee Krueger _____

Trustee Vogel _____

Trustee Lang _____

Adopted this _____ day of _____, 2016.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

EXHIBIT A

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
REMEDIATION PLAN

This Memorandum of Understanding is entered into by and between the Village of Wheeling, 2 Community Boulevard, Illinois 60090, (“Village”) and Suburban Concrete, Inc., 21227 W. Commercial, Mundelein, Illinois 60060, an Illinois corporation (“Suburban Concrete”) (sometimes collectively referred to as the “Parties”) , on April _____, 2016.

RECITALS

WHEREAS, on February 18, 2014, the Village awarded a Contract to Suburban Concrete to remove and replace sidewalks, curbs, and gutters within the Village of Wheeling (hereinafter the “Project”) (The “Contract” is attached hereto as **Exhibit A**); and

WHEREAS, the construction work on the Project was completed by Suburban Concrete on November 7, 2014; and

WHEREAS, by June of 2015 it became clear to the parties that the Project failed to meet its original objectives as evidenced by the failed curb and gutter installation at various locations within the Village; and

WHEREAS, The Village alleges and Suburban Concrete denies that the Project failed due to defects and flaws in the design, workmanship and materials employed on the Project and further alleges that the failures fall under the Warranty provisions of Sections 2 and 5 of the Contract, including the Guarantees and Warrantees Section of the Specification and Contract Document incorporated as part of the Contract.

NOW, THEREFORE THE PARTIES SET FORTH THEIR MUTUAL UNDERSTANDINGS AND AGREE AS FOLLOWS:

1. The Parties agree to resolve the pending issue as follows:
 - A. Suburban Concrete will complete the work outlined in **Exhibit B** attached hereto (the “Remedial Work”) in the following manner:
 - i. Suburban Concrete will remove and replace all damaged and defective curbs and gutters in conformance with Village Code;
 - ii. The Village will contribute \$9,000 towards the Remedial Work and all remaining costs are to be borne by Suburban Concrete;

- iii. Suburban Concrete will take all steps necessary to save the existing street asphalt and preserve the private asphalt driveways during curb excavation. Suburban Concrete shall be responsible for any damage to the private driveways.
2. The Remedial Work will begin no later than May 1, 2016 and will be completed on or before June 1, 2016.
3. The Remedial Work is be covered by the Warranty Provisions of the Original Contract (Sections 2 and 5 of Exhibit A hereto). Suburban Concrete agrees that the Remedial Work falls under the Warranty and Guarantee provisions of the Contract and waives any and all arguments that raising or performance under the warranty provision is untimely.
4. Suburban Concrete will provide construction observation services during the implementation of the Remedial Work and will review the work on a weekly basis in order to ensure that the Remedial Work is completed in accordance with the Plans and Specifications outlined in Exhibit B hereto. Suburban Concrete will provide weekly written status updates to the Village.
5. Suburban Concrete acknowledges that the performance and payment bonds required under the Contract remain in full force and effect.
6. Suburban Concrete shall indemnify, save harmless, and defend the Village against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses including attorneys' fees and administrative expenses that may arise or be alleged to have arisen out of or in connection with Suburban Concrete's performance of or failure to perform the Remedial Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of Suburban Concrete, except to the extent caused by the sole willful misconduct of the Village.
7. All terms of the Contract remain in full force and effect with the exception of those terms modified herein.

VILLAGE OF WHEELING

By: Dean Argiris, Village President

Date: _____

SUBURBAN CONCRETE, INC.

By: John S. Leverick

Its: _____

Date: _____

VILLAGE OF WHEELING

2014 Sidewalk Removal & Replacement Program

CONTRACT DOCUMENT

This agreement is made this 18 day of Feb, 2014, by and between, and shall be binding upon, the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and **Suburban Concrete, Inc.**, hereinafter referred to as (the "Contractor") for the Village of Wheeling 2013 Sidewalk Removal & Replacement Program ("Project").

Description of Project: Concrete flat work including sidewalks, driveways, curb & gutter and roadway patching. This contract shall not include work involving any other village or city that participated in the joint request for bids for Project, which was organized by the Village of Glenview on behalf of the participating municipalities. The contract sum for the work on this Project shall be in accordance with the unit prices set forth in the Contractor's bid proposal submitted to the Village of Glenview for Project – but only as to those quantities located within the Village of Wheeling

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

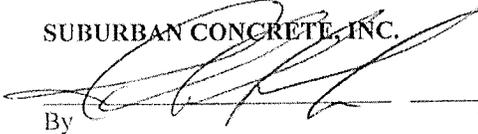
1. This contract shall embrace and include all of the applicable contract documents associated with the joint bid request for 2014 Sidewalk Removal & Replacement Program organized by the Village of Glenview on behalf of the participating municipalities and listed below as if attached hereto and incorporated herein (those contract documents associated with the joint bid that are otherwise specific to the other participating cities or villages shall not apply or be incorporated herein, while all general documents and documents specific to the Village of Wheeling shall apply):
 - a. Specification and Contract Document for the 2014 Sidewalk Removal & Replacement Program consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. - Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Plans
 - vi) Bid Proposal Form as to unit prices
 - vii) Plans and Specifications (Plan locations limited to the Village of Wheeling)
 - viii) All issued Addenda
 - ix) Certificate of Eligibility to Enter into Public Contract and other attached Certificates
 - b. The Contractor's Bid Proposal Dated February 28, 2013 (as to Village of Wheeling work only at the designated unit prices provided therein)
 - 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 \$130,997.62 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 **30 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. If work is not substantially completed on time, the contractor shall pay the Village of Wheeling \$55.00 for each day of delay unless the delay is approved by the Village of Wheeling.

After substantial completion, if contractor shall neglect, refuse or fail to complete the remaining work within the contract time or any proper extension granted by the Village of Wheeling, the contractor shall pay the Village actual costs incurred to complete the project.

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.

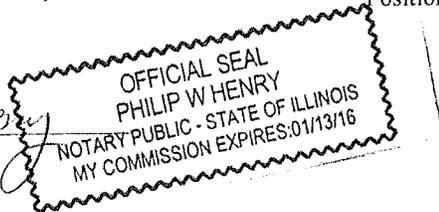
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the later day and year last written below.

SUBURBAN CONCRETE, INC.

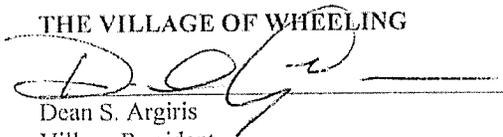
By  President Position/Title 4-10-14 Date

ATTEST:

Notary



THE VILLAGE OF WHEELING

 2/18/14 Date
Dean S. Argiris
Village President

ATTEST:


Elaine E. Simpson
Village Clerk



CONTRACTOR'S INSURANCE

The successful Bidder 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 Bidder shall have the following obligations with regard to insurance coverage for the Work under the Contract:

- a. All Certificates of Insurance required to be obtained by the Bidder 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 Bidder 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 Bidder 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 Bidder, 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 Bidder'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:
 - a. allowing work by Bidder or any subcontractor of any tier to start before receipt of Certificates of Insurance;
 - b. failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.

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

- e. The purchase of insurance by the Bidder under this Contract shall not be deemed to limit the liability of the Bidder in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.
- f. The Bidder shall notify the Owner, 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 Bidder shall provide insurance acceptable to the Village. Such insurance shall include the following coverages in the following amounts:
 - a. 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.
 - b. Commercial General Liability (including Premises-Operations; Independent Contractor's; Products and Completed Operations: Broad Form Property Damage):
 - i. Bodily Injury & Property Damage \$1,000,000 each occurrence
 - ii. Combined Single Limit \$2,000,000 aggregate
 - iii. Covering the following hazards:
 - X(Explosion)
 - C(Collapse)
 - U(Underground)

- 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.

- c. Umbrella Excess Liability:
 - i. \$4,000,000 over Primary Commercial General Liability Insurance
\$10,000 Retention

- d. Automobile Liability (owned, non-owned, hired):
 - i. Bodily Injury & Property Damage \$1,000,000 each occurrence combined single limit

- h. The Bidder 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 Bidder'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:
 - a. The Village of Wheeling and its officers, agents and employees.

EXHIBIT "A"
CERTIFICATION UNDER 720 ILCS 5/33E-11

I, John Leverick (name), certify that I am employed as the President (title) of Suburban Concrete (company), a Bidder for the contract for the Work described in the Bid to which this certificate is attached, 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 company named above is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

SUBURBAN CONCRETE
Firm Name

By [Signature]
Name/Title

JOHN LEVERICK
Signature

SUBSCRIBED AND SWORN to before
me this 10th day April, 2014.

[Signature]
Notary Public

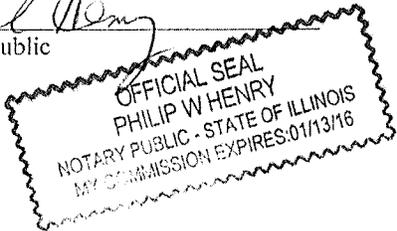
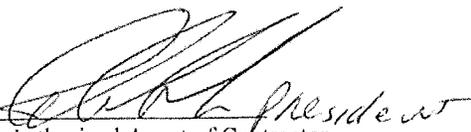


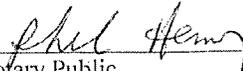
EXHIBIT "B"
CONTRACTOR'S CERTIFICATION:
Illinois Department of Revenue - Tax Compliance

Suburban Concrete _____, having submitted a bid/proposal for the **2014 Sidewalk Removal & Replacement Program**, 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:

1. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
2. 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 10th day April, 2014.


Notary Public

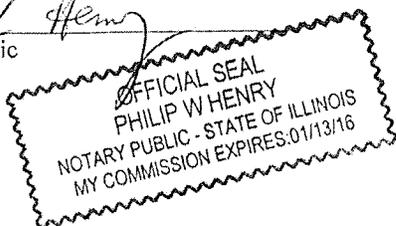


EXHIBIT B

REMEDIAL WORK

The remedial work shall consist of remove and replace all damaged and defective curbs and gutters in the Arlington Club subdivision, as set forth below and depicted on the attached map

1. Camden Ct. 23 linear feet of curb. 46 linear feet of # 5 rebar.
2. Canbury Ct. 190 linear feet of curb. 380 linear feet of # 5 rebar.
3. Shore Ct. 201 linear feet of curb. 402 linear feet of # 5 rebar.
4. Nottingham Ct. 88 linear feet of curb. 176 linear feet of # 5 rebar.
5. Aldgate Ct. 74 linear feet of curb. 148 linear feet of # 5 rebar.
6. Tulip Ct. 126 linear feet of curb. 252 linear feet of # 5 rebar.
7. Seville Ct. 188 linear feet of curb. 376 linear feet of # 5 rebar.
8. Warwick Ct. 58 linear feet of curb. 116 linear feet of # 5 rebar.
9. Queens Ct. 34 linear feet of curb. 68 linear feet of # 5 rebar.
10. V.O.W. lift station (across) 68 linear feet of curb. 136 linear feet of # 5 rebar.
11. Stratford Ct. 46 linear feet of curb. 92 linear feet of # 5 rebar.
12. Pennsbury Ct. 97 linear feet of curb. 194 linear feet of # 5 rebar.
13. Newburn Ct. 58 linear feet of curb. 116 linear feet of # 5 rebar.
14. Hadley Ct. 150 linear feet of curb. 300 linear feet of # 5 rebar.
15. Brittany Ct. 37 linear feet of curb. 64 linear feet of # 5 rebar.
16. Oak meadow Ct. 121 linear feet of curb. 242 linear feet of # 5 rebar.
17. Orrington Ct. 38 linear feet of curb. 76 linear feet of # 5 rebar.
18. Cheswick Ct. 94 linear feet of curb. 188 linear feet of # 5 rebar.
19. Sheridan Ct. 212 linear feet of curb. 424 linear feet of # 5 rebar.
20. Broadway Ct. 57 linear feet of curb. 114 linear feet of # 5 rebar.
21. Acorn Ct. 68 linear feet of curb. 136 linear feet of # 5 rebar.
22. Glengary Ct. 133 linear feet of curb. 266 linear feet of # 5 rebar.

23. Glengary Ln. 104 linear feet 208 linear feet of # 5 rebar.
24. Fairfield Ct. 14 linear feet of curb. 28 linear feet of # 5 rebar.
25. Braeborn Ct. 5 linear feet of curb. 10 linear feet of # 5 rebar.

Village of Wheeling

Arlington Club - Failed curb to be replaced



**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: April 4, 2016

TITLE OF ITEM SUBMITTED: An Ordinance Reserving Volume Cap in connection with Private Activity Bond Issues and related matters.

SUBMITTED BY: Michael Mondschain, Finance Director

BASIC DESCRIPTION OF ITEM¹: A recommendation to reserve the Village's 2016 private activity bond volume cap.

BUDGET²: None

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Memo, Ordinance

RECOMMENDATION: Staff recommends Board approval of the ordinance.

SUBMITTED FOR BOARD APPROVAL: 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: Michael Mondschain, Finance Director
DATE: March 30, 2016
SUBJECT: Private Activity Bonding Authority

EXECUTIVE SUMMARY

The attached ordinance, if approved, allows the Village to reserve its allocation of private activity bonding authority. By reserving this authority, the Village can assist manufacturers by giving them the option to finance fixed asset projects at tax exempt rates, with no financial cost to the Village.

Each calendar year, Illinois communities are granted private activity bonding authority from the State of Illinois. The purpose of this bonding authority is to encourage economic development by enabling manufacturing companies to finance the acquisition of fixed assets such as land and equipment or the acquisition, construction or renovation of buildings. In some cases, bond proceeds may also be used for the acquisition, rehabilitation and construction of apartment buildings. As part of this program, throughout the year the Village advertises its availability in the Village newsletter and through the Economic Development Division in the hopes of finding an interested manufacturer.

Wheeling's 2016 bonding authority is equal to \$100 per resident (38,010 population) and totals \$3,801,000. The volume cap may be used for projects within Wheeling, sold for a fee, or transferred to another community or State agency interested in using the cap for a project planned this year. In the past, when no business or developer expressed interest in using the Village's volume cap for a project within Wheeling, the Board opted to transfer Wheeling's authority to another community or governmental agency in exchange for a fee.

Last year, no one approached the Village expressing an interest in using the Village's volume cap, which is not uncommon given the interest rate environment and the impact of the economy on manufacturers who might otherwise be interested in the program. In prior years, manufacturers took advantage of the program when it allowed them to finance their projects at a lower cost than traditional financing methods. Interest in the private activity bonding program

depends on the vagaries of the interest rate market, therefore, it's difficult to predict if there will be any activity within a given year.

As of today's date, no Wheeling business or developer has expressed an interest in using the Village's 2016 volume cap despite aggressive advertising efforts; however, by approving the ordinance, the Board will reserve our right to use the cap. In the meantime, the Village will continue to advertise the program.

The Village Board does not need to decide what to do with the Village's 2016 allocation of volume cap at this time; however, the State of Illinois requires that the Village reserve its allocation by approving an ordinance prior to May 1st.

Please place this item on the Board's agenda for April 4, 2016. If you have any questions, please let me know.

ORDINANCE NO. _____

**AN ORDINANCE RESERVING VOLUME CAP IN
CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES,
AND RELATED MATTERS.**

WHEREAS, the Village of Wheeling, Cook and Lake Counties, Illinois (the "*Municipality*"), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the "*Code*"), provides that the Municipality has volume cap equal to \$100.00 per resident of the Municipality in each calendar year, which volume cap may be reserved and allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act, 30 *Illinois Compiled Statutes 1998, 345/1 et seq.*, as supplemented and amended (the "*Act*"), provides that a home rule unit of government may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

WHEREAS, it is now deemed necessary and desirable by the Municipality to reserve all of its volume cap allocation for calendar year 2015 to be applied toward the issuance of private activity bonds (the "*Bonds*"), as provided in this Ordinance, or to be transferred, as permitted by this Ordinance;

NOW, THEREFORE, Be It Ordained by the Village President and Board of Trustees of the Village of Wheeling, Cook and Lake Counties, Illinois, as follows:

SECTION 1. That, pursuant to Section 146 of the Code and the Act, the entire volume cap of the Municipality for calendar year 2016 is hereby reserved by the Municipality, which shall issue the Bonds using such volume cap, or shall use or transfer such volume cap, without any further action required on the part of the Municipality, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of the Bonds or such other bonds; *provided*, that any such transfer shall be evidenced by a written instrument executed by the Village President or any other proper officer or employee of the Municipality.

SECTION 2. That the Municipality shall maintain a written record of this Ordinance in its records during the term that the Bonds or any other such bonds to which such volume cap is allocated remain outstanding.

SECTION 3. That the President, the Village Clerk and all other proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance.

SECTION 4. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

SECTION 5. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

Presented, passed, approved and recorded this ____ day of _____, 2016.

President Argiris _____

Trustee Brady _____

Trustee Lang _____

Trustee Krueger _____

Trustee Papantos _____

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.

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: April 4, 2016

TITLE OF ITEM SUBMITTED: An Ordinance Authorizing the Village President and Village Clerk to Execute an Intergovernmental Agreement among the Member Agencies of the Major Case Assistance Team

SUBMITTED BY: James V. Ferolo-Klein Thorpe and Jenkins

BASIC DESCRIPTION OF ITEM: The Ordinance authorizes the President to execute an Intergovernmental Agreement that will allow the Wheeling Police Department to join the Major Case Assistance Team ("MCAT") for mutual aid services and resources.

EXHIBIT(S) ATTACHED: Ordinance, Intergovernmental Agreement and Board Memorandum

RECOMMENDATION: Approval

SUBMITTED FOR BOARD APPROVAL: Village Manager



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: James J. Dunne, Chief of Police
DATE: March 31, 2016
SUBJECT: Wheeling membership in Major Case Assistance Team

EXECUTIVE SUMMARY

Staff seeks Village Board approval to transfer its mutual-aid affiliation for major crimes and major traffic crashes from the North Regional Major Crimes Task Force to the Major Case Assistance Team, which the Police Department believes is better suited to the Village's needs.

The Wheeling Police Department is a current and founding member of the North Regional Major Crimes Task Force (NORTAF), which was formed in 1997 with the purpose of bringing together highly-trained and skilled detectives and evidence technicians to investigate major crimes. NORTAF's members—13 suburban police departments that also include Evanston, Glencoe, Glenview, Kenilworth, Lincolnwood, Morton Grove, Niles, Northbrook, Northfield, Skokie, Wilmette, and Winnetka—work in a mutual-aid capacity to investigate homicides and non-parental abductions. Since its inception, NORTAF has enjoyed a high degree of success, but is currently in a rebuilding phase as longtime command staff members retire or move on to new roles outside the task force.

Wheeling has always been the only NORTAF member not assigned to the Cook County Circuit Court's Second Municipal District in Skokie, being instead assigned to the Third Municipal District in Rolling Meadows. Wheeling's participation in NORTAF oftentimes requires its officers to attend courtroom proceedings in Skokie in addition to their regularly assigned court dates in Rolling Meadows; beyond being a mere inconvenience, these Second District proceedings do not allow Wheeling officers to benefit from the familiarity and mutual regard they share with the prosecutors and judges at Rolling Meadows.

Furthermore, geographically speaking, Wheeling is the farthest community from the core group of NORTAF members; the other NORTAF communities share greater commonalities in terms of both their demographics and their crime trends and patterns. Intelligence about crimes and offenders shared by NORTAF members is only rarely applicable to Wheeling, which is far more likely to benefit from coordination with MCAT member communities which are more closely linked both by geography and crime pattern. Historically, a majority of NORTAF callouts for mutual aid have been initiated by Evanston, followed by other north-central-suburban jurisdictions like Skokie and Niles; Wheeling has not initiated a NORTAF activation since 2013, and has initiated a total of only two since 2010.

The Major Case Assistance Team (MCAT) is significantly larger than NORTAF, with 22 member agencies that bring to the table a myriad of manpower, technology, and equipment. Additionally, while NORTAF's capabilities are limited to the investigation of homicides and non-parental child abductions, MCAT has a broader purview, and provides investigative, forensic, surveillance, and accident-reconstruction assistance to member agencies during investigations of homicides, kidnappings, serious and fatal traffic accidents, and other major incidents under a single umbrella. To accomplish these same objectives, the Wheeling Police Department has been a member agency in no less than two task forces in addition to NORTAF: the Lake County Major Crash Assistance Team and the NORTAF Burglary Task Force.

For these reasons, staff believes that this is an opportune time to switch to MCAT, which is better-suited in all respects to serve this community now and into the future.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE VILLAGE PRESIDENT AND VILLAGE CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT AMONG THE MEMBER AGENCIES OF THE MAJOR CASE ASSISTANCE TEAM

WHEREAS, the Wheeling Police Department would like to enter into an agreement made by and among the member agencies or units of local government (hereinafter called "Member") of the Major Case Assistance Team (hereinafter called MCAT), all Illinois municipal corporations located in or contiguous to, wholly or in part, the counties of Cook and Lake, and

WHEREAS, the Member recognizes that the efficient investigation of major cases is enhanced by having the assistance of other agencies and resources; and

WHEREAS, the Member desires to utilize such assistance and resources during the investigation of major cases by working together and providing mutual aid, assistance, and access to their needed resources to one another; and

WHEREAS, the Member is entering into this Intergovernmental Major Case Assistance Team Agreement pursuant to Article VII, Section 10 of the Illinois Constitution of 1970; the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1et seq.); Article 5, Sections 1-4-6 and 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/1-4-6 and 5/11-1-2.1); and other applicable authority; and

WHEREAS, the President and Board of Trustees find it is in the best interests of the community of the Village of Wheeling to approve the Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Wheeling, Counties of Cook and Lake, State of Illinois:

Section A: The Village President and Village Clerk are hereby authorized to execute the Intergovernmental Major Case Assistance Team Agreement attached hereto as Exhibit A.

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.

PASSED this _____ day of _____, 2016.

President Argiris _____

Trustee Lang _____

Trustee Brady _____

Trustee Papantos _____

Trustee Krueger _____

Trustee Vito _____

Trustee Vogel _____

APPROVED this _____ day of _____, 2016.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

Published in pamphlet form on this _____ day of _____ 2016 by order of the Corporate Authorities of the Village of Wheeling.

EXHIBIT A

INTERGOVERNMENTAL MAJOR CASE ASSISTANCE TEAM AGREEMENT

INTERGOVERNMENTAL MAJOR CASE ASSISTANCE TEAM AGREEMENT

The undersigned (municipality or agency), the Village of _____ County of _____, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and Section 1-4-6 and 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/1-4-6 and 5/11-1-2.1), agrees as follows:

Purpose of Agreement

SECTION 1:

- A. This Agreement is made in recognition of the fact that local law enforcement capabilities are enhanced by having access to regionalized facilities, programs and the assistance of other departments. It is the purpose of this Agreement to provide the means whereby enhanced access to facilities, programs, training and assistance is provided through the Intergovernmental cooperation of the Participating Agencies.

- B. It is the intent of this organization that each member shall bear its own costs and risk of liability associated with personnel, training, and equipment when providing assistance to another member. When entering into membership, it is impossible to predict the frequency or intensity of a particular member's mutual aid requirements. Therefore, some members may ultimately receive a greater measure of actual benefit than other members. The purpose of entering into such an intergovernmental agreement is to gain access to mutual aid when required. A consideration for this access is the known risk that the ultimate cost and benefit may not be evenly distributed among members.

Definitions

SECTION 2:

For purposes of this Agreement, the following terms shall be defined as set forth in this section, as follows:

- A. *Participating Agency.* Any one or more agencies that have duly adopted a resolution authorizing the execution of this Agreement.

- B. *Agreement.* This Intergovernmental Major Case Assistance Team Agreement.

- C. *Police Assistance.* Assistance provided by any Participating Agency to any other Participating Agency, which shall include, but not be limited to, the assignment of sworn and/or civilian personnel and the use of equipment for such assistance as back-up on traffic stops, investigations, establishment of regionalized operations or administrative programs, and major crime task forces, all as more fully defined in the Operational Plan developed pursuant to this Agreement.

- D. *Requesting Agency.* A participating agency that requests police assistance pursuant to this Agreement.
- E. *Aiding Agency.* A participating agency that provides police assistance pursuant to this Agreement.
- F. *Chief of Police.* The highest ranking law enforcement officer of a participating agency or his or her designee.
- G. *Village Manager.* The chief administrative officer or designee of that officer for each member municipality.

Rights of Participating Agency

SECTION 3:

The rights of each participating agency shall be as set forth in this Section and shall be exercised by and through the actions of the Village Manager or Chief of Police of each respective participating agency.

- A. Any participating agency may request police assistance from any one or more participating agency when, in the judgment of the Chief of Police of the requesting agency, such assistance is necessary. The request shall be made to the MCAT Coordinator. Each request for assistance and the response to that request shall be reported to the Executive Committee.
- B. Any participating agency may render aid to any one or more participating agencies to the extent available personnel and equipment are not required for the adequate protection of the aiding agency. In making that determination, the Chief of Police of the aiding agency may consider the reasonableness or urgency of the request and the amount of personnel, equipment and time commitment available to the requesting agency, and that determination shall be final.
- C. The Chief of Police of the requesting agency shall, through the MCAT Coordinator, direct the actions of any sworn or civilian personnel of any aiding agency providing police assistance pursuant to this Agreement.
- D. Nothing in this Agreement shall prevent any participating agency from cooperating with any other agency, regardless of whether it is a participating agency. Nor shall anything in this Agreement prevent any participating agency from acting jointly or in cooperation with any other local, state or federal unit of government or agency thereof, to the fullest extent permitted by law.

Authority of Sworn Police Personnel

SECTION 4:

Any sworn police officers providing police assistance to requesting agency under this

Agreement shall have all of the powers of police officers of the requesting agency, including the power of arrest, and are subject to the direction of the MCAT Coordinator working in concert with the Chief of Police of a requesting agency,

Compensation Between Participating Agencies, Length of Engagement for Investigation

SECTION 5:

- A. Except as hereinafter provided, the assistance provided by any aiding agency under this Agreement shall be rendered without charge to the requesting agency or any other participating agency.
- B. The length of any particular activation of MCAT shall be as set forth in the Operating Plan. If any agency desires to retain the services of another agency's employee beyond the time limits set forth in the Operating Plan, they may do so only with the consent of the aiding agency. Under such circumstances, the agencies shall determine between themselves the amounts of compensation to be paid to the aiding agency.

Responsibilities of Participating Agencies

SECTION 6:

- A. Each participating agency shall assume the responsibility for the actions of its sworn or civilian personnel acting pursuant to this Agreement, both as to liability and as to the payment of benefits to such sworn or civilian personnel, all to the same extent as such *personnel* are protected, insured, indemnified and otherwise provided for when acting within the participating agencies' respective corporate limits.
- B. Each participating agency shall be responsible for the payment of all benefits to all of its sworn and civilian personnel acting pursuant to this Agreement, including but not limited to the payment of wages, salaries, disability payments, pension benefits, workers' compensation claims, and claims for damage to or destruction of equipment and clothing, and claims for medical expenses,

Board of Directors; Operating Plan

SECTION 7:

- A. The Chief of Police of each participating agency and the three Village Managers of the municipalities represented on the Executive Committee shall constitute the Board of Directors of the Major Case Assistance Team.
- B. The Board of Directors shall establish an Operating Plan for implementing this Agreement. The Operating Plan shall include, but not be limited to, procedures for requesting, rendering and receiving aid. The Operating Plan shall be reviewed, updated and

evaluated by the Board of Directors at regular intervals.

- C. The Board of Directors shall establish a procedure for the expenditure of funds and the signing and countersigning of checks drawn on any MCAT account

General Provisions

SECTION 8:

- A. This Agreement shall be in full force and effect and is legally binding upon each participating agency at such time as it is signed and certified by that participating agency.
- B. This Agreement may be amended from time to time by resolution of the appropriate governing body of three-quarters of the participating agencies. The effective date of any amendment shall be the date as of which the last of the necessary agencies has approved the amendment.
- C. This Agreement shall remain in full force and effect and shall bind the participating agency executing this Agreement until such time as the appropriate governing body of that participating agency adopts a resolution terminating its participation in the Agreement. Certified copies of such resolution shall be filed with the clerk or other appropriate official of all other participating agencies within thirty (30) days of its passage.

IN WITNESS WHEREOF, this Agreement has been duly executed this ____ day
Of _____.

Participating Agency

President, Mayor other appropriate official

ATTEST:

Village Clerk

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: Monday, April 4, 2016

TITLE OF ITEM SUBMITTED: An Ordinance Enacting a Temporary 180-Day Moratorium on the Establishment and Licensing of Massage Establishments [Docket No. 2016-6]

SUBMITTED BY: Andrew C. Jennings
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: The Plan Commission has recommended approval of the establishment of a six month moratorium for massage establishments. The moratorium would give the Village time to draft zoning and other code amendments, hold Plan Commission hearing(s), and adopt changes to the codes.

BUDGET²: N/A
BIDDING³: N/A

EXHIBIT(S) ATTACHED: Ordinance
Staff Report
Draft PC Findings of Fact and Recommendation

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, 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*

ORDINANCE NO. _____

AN ORDINANCE ENACTING A TEMPORARY 180-DAY MORATORIUM ON THE ESTABLISHMENT AND LICENSING OF MASSAGE ESTABLISHMENTS IN THE VILLAGE OF WHEELING

WHEREAS, Title 4 of the Wheeling Municipal Code, in addition to the Zoning Code, governs the regulation of massage establishments within the Village of Wheeling; and

WHEREAS, the regulations concerning massage establishments are somewhat outdated and do not address current concerns surrounding massage establishments, including that licensing and operational trends in massage establishments and internet advertising have produced an increase in businesses with private rooms, businesses offering massage therapy as the primary service offered, and businesses that do not require drive-by visibility for customer attraction; and

WHEREAS, the best interests and welfare of the Village and its residents require that the Village consider whether additional or revised regulations are necessary or appropriate to properly govern, regulate and limit massage establishments within the Village; and

WHEREAS, in furtherance of such goals, and after holding a Plan Commission public hearing, duly noticed, on March 24, 2016 on the subject, the Village President and Board of Trustees of the Village of Wheeling find that it is necessary for the protection of the public health, safety and general welfare, and in the collective best interests of the property owners within the Village, to impose at this time a temporary 180-day moratorium on new massage establishments within the Village, while the Board of Trustees, Plan Commission, and any other applicable Commissions examine the current Code provisions regulating massage establishments within the Village, and consider and adopt any additional regulations.

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

SECTION 1: The above recitals are incorporated by reference into Section 1 of this Ordinance as material terms and provisions.

SECTION 2: For the 180-day time period beginning immediately upon the approval of this Ordinance by the President and Board of Trustees of the Village on April 4, 2016, a Temporary Moratorium on the acceptance of new applications for massage establishments with the Village of Wheeling shall be in effect. No application for a business license, building permits, or certificates of occupancy for a

massage establishment located anywhere within the Village shall be accepted or processed by the Village, and no permit, license or approval authorizing any massage establishment shall be issued by the Village (the "Temporary Moratorium"). The Temporary Moratorium shall terminate at 11:59 p.m. on September 4, 2016, or upon adoption by the Village President and Board of Trustees of "An Ordinance Repealing the Temporary 180-day Moratorium on Establishment and Licensing of Massage Parlors Within the Village of Wheeling," whichever is earlier. Notwithstanding the limitations of this Section, the Temporary Moratorium shall not apply to any massage establishments for which a completed application (inclusive of all required fees, permits and submittals) has been submitted to and received by the Village prior to adoption of this Ordinance.

SECTION 3: The Village Manager is directed to engage the Plan Commission, and applicable Village staff and Village consultants in a detailed review of all issues relating to massage establishments within the Village, and the review of existing Code provisions regarding same to ensure that any regulations allowing the massage establishments within the Village serve the collective best interests of the Village and its property owners, and to propose any recommended amendments to the Village Code and the Zoning Code of the Village of Wheeling to the President and Board of Trustees prior to the expiration of the moratorium.

SECTION 4: Pursuant to 65 ILCS 5/1-2-4, the President and Board of Trustees of the Village find that there is an urgent need to have this Ordinance take effect immediately upon its passage, and direct that the Ordinance take effect immediately upon passage provided that the President and Board of Trustees approve of the Ordinance by a 2/3rds vote of all of the members then holding office.

SECTION 5: Each Section, paragraph, clause and provision of this Ordinance is separable, and if any such Section, paragraph, clause or provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any portion hereof, other than that part affected by such decision.

Trustee _____ moved, seconded by Trustee _____,
that Ordinance No. _____ be passed.

President Argiris _____ Trustee Lang _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Vogel _____

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

Dean 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.

Clerk

Elaine E. Simpson, Village

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)
COUNTY OF LAKE)

CLERK'S CERTIFICATE

I, Elaine Simpson, Clerk of the Village of Wheeling, in the Counties of Cook and Lake, and State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

AN ORDINANCE ENACTING A TEMPORARY 180-DAY MORATORIUM ON THE ESTABLISHMENT AND LICENSING OF MASSAGE ESTABLISHMENTS IN THE VILLAGE OF WHEELING

which Ordinance was passed by the Board of Trustees of the Village of Wheeling at a Regular Village Board Meeting on the ___ day of _____, 2016, at which meeting a quorum was present, and approved by the President of the Village of Wheeling on the ___ day of _____, 2016.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Wheeling was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Wheeling, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Wheeling, this ___ day of _____, 2016.

Village Clerk

[SEAL]

REQUEST FOR BOARD ACTION

TO: Jon Sfondilis
Village Manager

FROM: Andrew C. Jennings
Director of Community Development

DATE: April 4, 2016

SUBJECT: **Docket No. 2016-6**
Village of Wheeling
Enacting a Moratorium on Massage Establishments Relating to Title 19, Zoning, and Title 4, Taxes, Business Regulations and Licenses

PROJECT OVERVIEW: Staff is suggesting a moratorium on new massage establishments for a period of six months in order to research and implement amendments to the Municipal Code.

PLAN COMMISSION RECOMMENDATION

At the Plan Commission hearing on March 24, 2016, Commissioner Powers moved, seconded by Commissioner Johnson to recommend approval of Docket No. 2016-6, initiating a six month moratorium with regards to the consideration of zoning applications or the issuance of business licenses for Massage Establishments, during which period the Village intends to research and adopt amendments to Title 4, Taxes, Business Regulations and Licenses, and Title 19, Zoning.

BACKGROUND INFORMATION

Recent licensing and operational trends in massage establishments and internet advertising have produced an increase in businesses with private rooms, businesses offering massage therapy as the primary service offered, and businesses that do not require drive-by visibility for customer attraction. As a permitted use in Title 19 (Zoning) with few restrictions in Title 4 (Taxes, Business Regulations, and Licenses), Staff is concerned that the code lacks an appropriate framework for the oversight of this type of business.

SUMMARY OF PROPOSED MORATORIUM

Staff is suggesting a six month moratorium on massage establishments. A moratorium, which is approved by an ordinance, is a zoning amendment that temporarily suspends the right of property owners to obtain development approvals while a municipality takes time to consider, draft and adopt zoning or other code amendments relative to the affected area. The moratorium acts to maintain the status quo for a reasonable period of time while the amendments are considered, thereby preventing the negative impacts of development that the revised zoning regulations would be designed to

mitigate.

Title 19 (Zoning)

Massage establishments are included under “personal service establishments” in the Village’s Use Table in Appendix A of Title 19 of the Village Code and are currently permitted uses in all commercial districts and most of the mixed-use districts.

While the Plan Commission was not asked to recommend code amendments at this time, Staff intends to research options such as the following:

- Requiring special use approval for massage therapy as a principle use.
- Restricting massage therapy as a use accessory to another personal service establishment.
- Restricting massage establishments to first floor locations with main entrances visible from a public street.
- Restricting massage establishments to certain B or MX districts.

Further research and recommendations will be presented by staff at a future Plan Commission hearing.

Title 4 (Taxes, Business Regulations and Licenses)

The Village Code currently allows for the issuance of business licenses for massage establishments pursuant to Title 4. Massage Therapists are specifically excluded from licensing under Title 4 because they are regulated directly by the State of Illinois. The proposed massage establishment moratorium and upcoming code amendments will not prevent new massage therapists from working at existing, legally established businesses.

CONDITIONS FROM PLAN COMMISSION RECOMMENDATION

The Plan Commission recommendation did not include any conditions of approval.

VILLAGE PLANNER’S RECOMMENDATION TO THE PLAN COMMISSION

Staff recommended approval of the proposed six month development moratorium on massage establishments. No action with regard to text amendments was proposed at the hearing.

DIRECTOR OF COMMUNITY DEVELOPMENT RECOMMENDATION

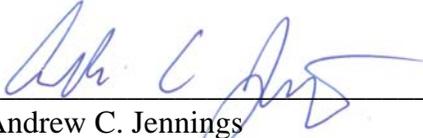
I concur with the Plan Commission’s recommendation to enact a six month development moratorium on Massage Establishments. An Ordinance is attached for the Board’s consideration. No changes to the Village Code are proposed at this time. Staff will research and draft code amendments for

Request for Board Action

Page 3 of 3

RE: Plan Commission Docket No. 2016-6

review at an upcoming Plan Commission hearing, which is anticipated in the next six weeks. Six months is the maximum time for the proposed moratorium. Staff anticipates the necessary code amendments will be adopted in significantly less time than six months.



Andrew C. Jennings

Director of Community Development

Attachments: Ordinance (precedes this report)
Findings of Fact and Recommendation (Draft)

**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Re: Docket No. 2016-6
Village of Wheeling
Text Amendments to Title 19, Zoning, and Title 4, Taxes, Business Regulations
and Licenses, Related to a Massage Establishment Moratorium

The Village of Wheeling is initiating a temporary six month moratorium with regards to the consideration of zoning applications or the issuance of business licenses for Massage Establishments, during which period the Village intends to research and adopt amendments to Title 4, Taxes, Business Regulations and Licenses, and Title 19, Zoning.

Chairman Ruffatto called Docket No. 2016-6 on March 24, 2016. Present were Commissioners Dorband, Johnson, Powers, Ruffatto and Sianas. Commissioners Issakoo and Zangara were absent with prior notice. Also present were Brooke Jones, Senior Planner and Mallory Milluzzi, Village Attorney.

Ms. Jones explained the proposed item addressed the moratorium of massage establishments. She mentioned recent trends in this type of business had given the Village some cause for concern. The trends include internet advertising, the use of many private rooms and massage therapy as the primary service offered. Current zoning regulations for these types of establishments state that they were defined as a type of personal service establishment (i.e. day spa, hair salon, etc.). They are permitted in all commercial and most mixed use districts and Title 4 licensing also addresses this type of use.

Staff is proposing a six-month moratorium on massage establishments. Staff suggests temporarily suspending development approvals for all these types of uses which would give the Village time to draft and adopt zoning and other Code amendments as needed. It would allow for existing legally established businesses to continue operation. Ms. Jones stressed that there were no Code amendments proposed at this time. Staff is merely proposing a six-month moratorium on massage establishments.

Village Attorney Milluzzi further explained that a moratorium was a zoning amendment and temporarily suspends the rights of property owners to obtain licensing from the Village at that time.

Commissioner Dorband questioned the number of establishments that were currently in the Village in question. Village Attorney Milluzzi explained none of the current establishments in operation were in question.

Commissioner Dorband questioned if it would change how they were inspected or reviewed. Ms. Jones confirmed it may change but not through the Zoning Code but through the Title 4 Licensing

**Findings of Fact and
Recommendation**

DOCKET NO. 2016-6

Code. Commissioner Dorband questioned if it was possible it would be more stringent. Ms. Jones confirmed it was possible.

Chairman Ruffatto questioned the timing for possible Code amendment changes. Ms. Jones explained Staff thinks it would be handled very quickly. They would like to schedule a hearing possibly within a month to six weeks. Village Attorney Milluzzi explained the six months includes a buffer. Ms. Jones explained it was a maximum of six months.

Commissioner Dorband questioned if the existing businesses would be notified. Village Attorney Milluzzi explained it would depend on the changes. If there were licensing changes or inspections going forward, they would be subject to them. They would become legal, non-conforming if the Code reflects a change in the Zoning Code as far as the use table or if they would have to become a special use.

Commissioner Dorband questioned if the establishments were notified about the moratorium and any possible changes. Village Attorney Milluzzi explained it was a published public hearing. Notices were not sent out to the existing businesses since the proposal is for future establishments.

Chairman Ruffatto further explained that kind of establishment would never come to the Plan Commission unless it was going into a special use area. Ms. Jones confirmed massage establishments are currently a permitted use throughout all commercial and most mixed uses.

Commissioner Powers moved, seconded by Commissioner Johnson to recommend approval of Docket No. 2016-6, initiating a six month moratorium with regards to the consideration of zoning applications or the issuance of business licenses for Massage Establishments, during which period the Village intends to research and adopt amendments to Title 4, Taxes, Business Regulations and Licenses, and Title 19, Zoning.

On the roll call, the vote was as follows:

AYES: Commissioners Dorband, Johnson, Powers, Ruffatto, Sianis
NAYS: None
ABSENT: Commissioner Issakoo, Zangara
PRESENT: None
ABSTAIN: None

There being five affirmative votes, the motion was approved.

**Findings of Fact and
Recommendation**

DOCKET NO. 2016-6

Respectfully submitted,

Jim Ruffatto, Chairman
Wheeling Plan Commission/
Sign Code Board of Appeals

**DISTRIBUTED TO THE COMMISSION 4.08.2016
FOR APPROVAL ON 4.14.2016**

DRAFT

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: April 4, 2016

TITLE OF ITEM SUBMITTED: Resolution Repealing Resolution No. 16-05 and Authorizing Change Order No. 1 & Final to the Construction Contract with A-Lamp Concrete for the 2015 Motor Fuel Tax (MFT) Street Improvement Program

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution seeking approval of Change Order No. 1 & Final for a decrease in the final contract amount. Approval of this final change order serves to initiate the project closeout with the Illinois Department of Transportation (IDOT) by documenting the differences in quantities from the original awarded contract to the final contract's as-built quantities.

BUDGET²: \$104,951.77 reduction.

BIDDING³: Bid on April 13, 2015 and awarded on April 27, 2015.

EXHIBIT(S) ATTACHED: Memo, Resolution and IDOT BLR 13210 – Request for Approval of Change in Plans.

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: March 31, 2016
SUBJECT: Change Order No. 1 & Final to the 2015 Motor Fuel Tax (MFT) Street Improvement Construction Contract

EXECUTIVE SUMMARY

Approval of revised Change Order No. 1 & Final for a \$104,951.77 reduction in the contract with A-Lamp Concrete (A-Lamp) for the 2015 motor fuel tax (MFT) Street Improvement Program. This Change Order, if approved, will reduce the final project amount from \$1,162,805.70 to \$1,057,853.93.

On April 27, 2015, the Village Board approved Resolution 15-55 awarding a \$1,162,805.70 contract to A-Lamp for the 2015 MFT Street Improvement Program. On January 4, 2016, the Village Board passed Resolution 16-05 approving Change Order No. 1 & Final reducing the awarded contract by \$132,172.86. This was based on quantities that were assumed to be final and approved by A-Lamp Concrete. Upon a formal request for additional monies by A-Lamp and further review of the project quantities by the Village engineering consultant, it was agreed that a revision in the project quantities and monetary amount owed to A-Lamp was justified. Due to these circumstances, staff recommends the repeal of Resolution 16-05 and approval of this Change Order which makes the total savings for the Village of Wheeling \$104,951.77 as opposed to the previously approved \$132,172.86.

The 2015 MFT Program included reconstruction of Heather, Buxton, and Springview Courts, as well as the 5" depth resurfacing of Cedar Run Drive, Colonial Drive, East Manchester Road, and Maple Lane. Improvements included removal and replacement of pavement, repair/replacement of curb, gutter, sidewalk, drainage structures, and parkways. Total roadway improved as a result of this contract was 7,008 lineal feet.

Better-than-expected field conditions, Village engineering staff's vigilance concerning contractor work efficiency, and adjustments to the original Contract scope resulted in a reduction of the contract amount. This revised Change Order incorporates and serves to document the project's contract quantities and establishes the agreed-upon contract amount. On March 9, 2016, A-Lamp Concrete and Haeger Engineering agreed to the final project quantities, resulting in a final project amount of \$1,057,853.93 or 9.03% below the awarded contract.

Attached for your review is Change Order No. 1 & Final (IDOT, Bureau of Local Roads [BLR] Form 13210, "Request for Approval of Change in Plans"), itemizing the pay item adjustments that were necessary to complete this project. Staff recommends repeal of Resolution 16-05 and approval of this resolution authorizing a \$104,951.77 decrease in the original contract amount, resulting in a reduced final contract amount of \$1,057,853.93.

With your concurrence, please include this item on the April 4, 2016 Board meeting agenda.

RESOLUTION NO. 16-____

RESOLUTION REPEALING RESOLUTION NO. 16-05 AND AUTHORIZING CHANGE ORDER NO. 1 & FINAL TO THE CONSTRUCTION CONTRACT WITH A-LAMP CONCRETE FOR THE 2015 MOTOR FUEL TAX (MFT) STREET IMPROVEMENT PROGRAM

WHEREAS, Resolution No. 15-55 awarded a Contract to A-Lamp Concrete in the amount of \$1,162,805.70 for roadway construction involved with the 2015 MFT Street Improvement Program; and

WHEREAS, Resolution No. 16-05 approved Change Order No. 1 & Final to the contract in the amount of \$132,172.86; and

WHEREAS, final agreed upon quantities were revised after approval of the Change Order, and these revisions were substantiated by the Village's engineering consultant as true and correct; and

WHEREAS, revisions to the project quantities have been agreed to by all parties of the Contract and continue to result in a substantial reduction in the cost of the original Contract price and as such, it is recommended that Resolution No. 16-05 is repealed; and

WHEREAS, better-than-expected field conditions, close scrutiny of construction installation and costs by Village staff, and adjustment to the original Contract scope resulted in reduced project expenditures, this Final Change Order incorporates and serves to document the project's final contract quantities with the originally awarded Contract, and establishes the final agreed-upon Contract amount; and

WHEREAS, Village staff has determined that it is in the best interest of the Village to close out this MFT project with the Illinois Department of Transportation (IDOT) through approval of Change Order No. 1 & Final authorizing a \$104,951.77 decrease in the Contract amount; and

WHEREAS, the final Contract amount of \$1,057,853.93 is \$104,951.77, or 9.03 percent, below the originally-awarded Contract amount.

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Wheeling, Counties of Cook and Lake, in the State of Illinois, that Resolution No. 16-05 is repealed and Change Order No. 1 & Final to the contract with A-Lamp Concrete for the 2015 MFT Street Improvement Program as attached hereto is hereby approved.

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



**Request for Approval
of Change in Plans**

Date: 3/22/2016

County: Cook

Request No. 1 Final

Road District or Municipality: Village of Wheeling

Contractor: A-Lamp Concrete

Section No. 15-00082-00-PV

Address: 1900 Wright Boulevard
Schaumburg, IL 60193

I recommend that this DEDUCTION be made FROM the above contract.
(addition, extension, deduction) (to, from)

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit	Quantity	Unit Price	Addition(A) or Deduction(D)	Total Addition	Total Deduction
TREE ROOT PRUNING	EA	38.00	25.00	D	\$ -	\$ 950.00
REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL (UNDERCUT)	CY	562.90	30.00	D	\$ -	\$ 16,887.00
REMOVAL & DISPOSAL OF CONTAMINATED WASTE **	CY	35.00	10.00	D	\$ -	\$ 350.00
POROUS GRANULAR EMBANKMENT, SUBGRADE	CY	562.90	30.00	D	\$ -	\$ 16,887.00
HOT-MIX ASPHALT SURFACE REMOVAL, 5-INCH [RESURFACE AREAS]	SY	70.00	5.20	A	\$ 364.00	\$ -
INCH, W/ PAVING FABRIC [RESURFACE AREAS]	SY	679.00	5.20	D	\$ -	\$ 3,530.80
PAVING FABRIC [RECONSTRUCTION AREAS]	SY	243.00	17.50	A	\$ 4,252.50	\$ -
HOT-MIX ASPHALT SURFACE REMOVAL, BUTT-JOINT	SY	172.00	5.00	D	\$ -	\$ 860.00
CLASS D PATCHING, TY II, 10-INCH**	SY	119.70	95.00	D	\$ -	\$ 11,371.50
DRIVEWAY PAVEMENT REMOVAL	SY	34.90	13.00	A	\$ 453.70	\$ -
COMBINATION CONCRETE C&G REMOVAL	LF	1202.10	3.00	D	\$ -	\$ 3,606.30
SIDEWALK REMOVAL	SF	3996.60	1.20	A	\$ 4,795.92	\$ -
AGGREGATE BASE COURSE, TY B, 10-INCH	SY	177.00	16.00	D	\$ -	\$ 2,832.00
BITUMINOUS MATERIALS (PRIME COAT)	GAL	81.10	2.50	A	\$ 202.75	\$ -
LEVELING BINDER (HAND METHOD), N50	TON	30.00	165.00	D	\$ -	\$ 4,950.00
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	70.31	68.50	A	\$ 4,816.24	\$ -
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	25.99	74.50	A	\$ 1,936.26	\$ -
COMBINATION CONCRETE CURB & GUTTER, TY M, (SPECIAL) - M3.12	LF	3873.60	20.00	D	\$ -	\$ 77,472.00
COMBINATION CONCRETE CURB & GUTTER, TY B - B6.12	LF	2671.50	20.00	A	\$ 53,430.00	\$ -
PREPARATION OF AGGREGATE BASE COURSE	SY	7192.00	1.00	D	\$ -	\$ 7,192.00

CURB WEDGE AREA BACKFILL (P.C.C.)	LF	1756.90	1.50	A	\$ 2,635.35	\$ -
				11376	\$ 72,886.71	\$ 146,888.60

Total Net Change: \$ (104,951.77)
 Amount of Original Contract: \$ 1,162,805.70
 Amount of Previous Change Orders: _____
 Amount of adjusted/final contract: \$ 1,057,853.93

Total net DEDUCTION to date \$ (104,951.77) which is -9.03 % of the contract price.
 (addition, deduction)

State fully the nature and reason for the change: See attached page 5

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.

The undersigned has determined that the change is germane to the original contract as signed.

The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by: 
Haeger Engineering, LLC (consultant)
 Title of Preparer

For County and Road District Projects

 Highway Commissioner

 Date

Submitted/Approved

 County Engineer/Superintendent of Highways

 Date

For Municipal Projects

 Municipal Officer

 Title of Municipal Officer

 Date

Approved

 Regional Engineer

 Date

Note: Make out separate form for change in length quantities.
 Give net quantities
 Submit 6 Originals
 If plans are required attached 3 sets.

Explanation of individual items with cost greater than \$10,000:

The following items were included in the project bid but the required quantity for construction was greater than included in the project bid.

- o COMBINATION OF CONCRETE CURB & GUTTER, TYPE B - B6.12
- o PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH

The following items were included in the project bid but the required quantity for construction was less than included in the project bid.

- o REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL (UNDERCUT)
- o POROUS GRANULAR EMBANKMENT, SUBGRADE
- o CLASS D PATCHING, TYPE II, 10-INCH
- o COMBINATION CONCRETE CURB & GUTTER, TYPE M, (SPECIAL) - M3.12
- o PREPARATION OF AGGREGATE BASE COURSE
- o DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED
- o MODIFIED CURB DRAINAGE STRUCTURE STANDARD

VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

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

DATE OF BOARD MEETING: April 4, 2016

TITLE OF ITEM SUBMITTED: A Resolution Rejecting All Bids, Waiving Competitive Bidding and Accepting a Contract with Patriot Pavement Maintenance for the 2016 Crack Sealing Program

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: Resolution to reject all bids and accept a contract with Patriot Pavement Management for the 2016 Crack Sealing Program.

BUDGET²: Included in 2016 budget.

BIDDING³: Waived

EXHIBIT(S) ATTACHED: Staff Memo, Resolution, Tabulation & 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: March 31, 2016
SUBJECT: 2016 Crack Sealing

EXECUTIVE SUMMARY

Staffs recommends rejecting all the bids, waiving competitive bidding, and awarding a contract to Patriot Pavement Maintenance for the 2016 Crack Sealing Program.

Roadway crack sealing to both concrete and asphalt surfaces has been a consistent Village investment over the last six (6) years. Crack sealing is intended to prevent moisture from infiltrating the crushed stone base material underneath road surfaces, which can cause degeneration of the base through frost heaving of the pavement caused by temperature fluctuations. Village staff intends to continue crack sealing every year in order to extend the life of municipal roadways. In 2016, staff expects that approximately 128,000 linear feet of cracks will be sealed through this program.

On March 15, bids for the 2016 Crack Sealing project, administered through the Municipal Partnering Initiative, were opened at the Lake County Division of Transportation. Three bids were reviewed, revealing that the low bidder for the Village of Wheeling, Patriot Pavement Maintenance (Patriot), omitted a particular unit price, but completed the bid form in terms of overall price. The lack of the one unit price requires that Patriot's bid be considered incomplete and be rejected. As provided below, the next lowest bid is 10% higher.

<i>Patriot Pavement Maintenance</i>	\$52,389.34
SKC Construction Inc.	\$58,012.27
Behm Pavement Maintenance	\$60,841.37

After discussion of this situation with Patriot and legal counsel, Village staff recommends rejecting all the bids, waiving competitive bidding and awarding the contract for the 2016 Crack Sealing to Patriot since Patriot has agreed to honor the contract price as bid, in the amount of \$52,389.34. Lake County Division of Transportation has used Patriot in the past and is satisfied with their crack sealing performance.

With your concurrence, please include this item on the April 4, 2016 Board meeting agenda.

RESOLUTION NO. 16-_____

**A RESOLUTION REJECTING ALL BIDS, WAIVING COMPETITIVE BIDDING AND
ACCEPTING A CONTRACT WITH PATRIOT PAVEMENT MAINTENANCE FOR THE
2016 CRACK SEALING PROGRAM**

WHEREAS, the Village of Wheeling and six additional municipalities, jointly bid for 2016 Crack Sealing Services; and

WHEREAS, three (3) contractors submitted bid proposals at the March 15, 2016 bid opening held at the Lake County Division of Transportation; and

WHEREAS, a tabulation and review of the bids revealed that Patriot Pavement Maintenance of Des Plaines, submitted an incomplete bid related to work to be performed within the Village of Wheeling; and

WHEREAS, Patriot Pavement Maintenance has agreed to honor the overall schedule of prices as submitted in the amount of \$52,389.34; and

WHEREAS, the Village Staff recommends rejecting all bids and awarding the contract to Patriot Pavement Maintenance in the amount of \$52,389.34, 10% less than the next qualified bidder; and

NOW, THEREFORE, BE IT RESOLVED by the President and the Board of Trustees of the Village of Wheeling, Counties of Cook and Lake, State of Illinois, that all bids are rejected, competitive bidding is waived and a \$52,389.34 contract with Patriot Pavement Maintenance is accepted for the 2016 Crack Sealing Program as hereto attached.

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

Village of Wheeling

2016 Crack Sealing Services

VILLAGE OF WHEELING

2016 CRACK SEALING SERVICES

CONTRACT DOCUMENT

This agreement is made this _____ day of _____, 2016, by and between, and shall be binding upon, the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and **Patriot Pavement Maintenance**, hereinafter referred to as (the "Contractor") for the Village of Wheeling 2015 Crack Sealing Services ("Project").

Description of Project: Routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound within routed and cleaned cracks to be performed within the Village of Wheeling. This contract shall not include work involving any other village or city that participated in the joint request for bids for Project, which was organized by the Lake County Division of Transportation on behalf of the participating municipalities. The contract sum for the work on this Project shall be in accordance with the unit prices set forth in the Contractor's bid proposal submitted to the Lake County for Project – but only as to those quantities located within the Village of Wheeling

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

1. This contract shall embrace and include all of the applicable contract documents associated with the joint bid request for 2016 Crack Sealing Services organized by the Lake County Department of Transportation on behalf of the participating municipalities and listed below as if attached hereto and incorporated herein (those contract documents associated with the joint bid that are otherwise specific to the other participating cities or villages shall not apply or be incorporated herein, while all general documents and documents specific to the Village of Wheeling shall apply):
 - a. Specification and Contract Document for the **2016 Crack Sealing Services** consisting of the following:
 - i) Cover Sheet
 - ii) Table of Contents
 - iii) Invitation to Bid on Contract Document No. - Legal Notice
 - iv) General Terms, Conditions and Instructions
 - v) Specific Terms, Conditions and Instructions and Plans
 - vi) Bid Proposal Form as to unit prices
 - vii) Plans and Specifications (Plan locations limited to the Village of Wheeling)
 - viii) All issued Addenda
 - ix) Certificate of Eligibility to Enter into Public Contract and other attached Certificates
 - b. The Contractor's Bid Proposal Dated March 15, 2016 (as to Village of Wheeling work only at the designated unit prices provided therein)
 - 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 **\$52,389.34** 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 30 **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. If work is not substantially completed on time, the contractor shall pay the Village of Wheeling \$55.00 for each day of delay unless the delay is approved by the Village of Wheeling.

After substantial completion, if contractor shall neglect, refuse or fail to complete the remaining work within the contract time or any proper extension granted by the Village of Wheeling, the contractor shall pay the Village actual costs incurred to complete the project.

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the later day and year last written below.

PATRIOT PAVEMENT MAINTENANCE

By	Position/Title	Date
----	----------------	------

ATTEST:

Secretary

THE VILLAGE OF WHEELING

Dean S. Argiris Village President	Date
--------------------------------------	------

ATTEST:

Elaine E. Simpson
Village Clerk

2016 Crack Sealing

No	Item Description	Units	Quantity	Unit Price	Extended Price
1	CRACK ROUTING (PAVEMENT)	FOOT	126,390	\$ 0.01	\$ 1,263.90
2	CRACK FILLING	POUND	41,709	\$ 1.20	\$ 50,050.80
3	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	\$ 500.00	\$ 500.00
4	BACKER MATERIAL	FOOT	2,500	\$ -	\$ -
5	CRACK ROUTING (PAVEMENT) - CONCRETE	FOOT	1,100	\$ 0.10	\$ 110.00
6	CRACK FILLING - CONCRETE	POUND	363	\$ 1.28	\$ 464.64
Total Base Price					\$ 52,389.34

CONTRACTOR'S INSURANCE

The successful Bidder 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 Bidder shall have the following obligations with regard to insurance coverage for the Work under the Contract:

- a. All Certificates of Insurance required to be obtained by the Bidder 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 Bidder 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 Bidder 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 Bidder, 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 Bidder'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:
 - a. allowing work by Bidder or any subcontractor of any tier to start before receipt of Certificates of Insurance;
 - b. failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.

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

- e. The purchase of insurance by the Bidder under this Contract shall not be deemed to limit the liability of the Bidder in any way, for damages suffered by the Village in excess of policy limits or not covered by the policies purchased.
- f. The Bidder shall notify the Owner, 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 Bidder shall provide insurance acceptable to the Village. Such insurance shall include the following coverages in the following amounts:
 - a. 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.
 - b. Commercial General Liability (including Premises-Operations; Independent Contractor's; Products and Completed Operations: Broad Form Property Damage):
 - i. Bodily Injury & Property Damage \$1,000,000 each occurrence
Combined Single Limit \$2,000,000 aggregate
 - ii. Covering the following hazards:

X(Explosion)

C(Collapse)

U(Underground)

- iii. 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.

c. Umbrella Excess Liability:

- i. \$4,000,000 over Primary Commercial General Liability Insurance
\$10,000 Retention

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

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

- h. The Bidder 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 Bidder'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:

- a. The Village of Wheeling and its officers, agents and employees.

EXHIBIT "A"
CERTIFICATION UNDER 720 ILCS 5/33E-11

I, _____(name), certify that I am employed as the _____(title) of _____(company), a Bidder for the contract for the Work described in the Bid to which this certificate is attached, 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 company named above is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

Firm Name

By: _____
Name/Title

Signature

SUBSCRIBED AND SWORN to before
me this ____ day _____, 2016.

Notary Public

EXHIBIT "B"
CONTRACTOR'S CERTIFICATION:
Illinois Department of Revenue - Tax Compliance

_____, having submitted a bid/proposal for the **2016 Crack Sealing Services**, 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:

1. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
2. 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 _____, 2016.

Notary Public

EXHIBIT "C"

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 _____, 2016.

Notary Public

EXHIBIT "D"

**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 _____, 2016.

Notary Public

EXHIBIT "E"

PAYROLL CERTIFICATION UNDER 820 ILCS 130/5

I, _____ (name), certify under oath that I am employed as the _____ (title) of _____ (company), a contractor or 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.

Firm Name

By: _____
Name/Title

Signature

SUBSCRIBED AND SWORN to before
me this ____ day _____, 2016.

Notary Public