

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

- A. [Resolution Authorizing the Village Manager to Waive the Fidelity and Surety Bond Requirements for Wheeling Helping Hands to Conduct an Amusement and Raffle Event on September 9 and 10, 2016](#)
- B. [Resolution Authorizing the Execution of an Intergovernmental Agreement Between the Village of Wheeling and the Metropolitan Water Reclamation District of Greater Chicago for the Distribution of Rain Barrels](#)
- C. [Ordinance Granting Special Use-Site Plan Approval for an Adult Day Service Facility for Medtec Healthcare at 43 W. Dundee Road \[Docket No. 2016-9\]](#)
- D. [Resolution Awarding Compensatory Storage Credit to the Illinois Department of Transportation](#)
- E. [Resolution Authorizing Acceptance of the Suburban Purchasing Cooperative \(SPC\) Contract to Purchase Gasoline and Diesel Fuel from the Gas Depot Oil Company of Morton Grove, IL](#)
- F. **Two (2) Resolutions Re: Holiday Lighting and Decorations**
 - 1. [Resolution Approving a Three Year Not-to-Exceed Contract with Holiday Creations for Holiday Lights Installation, Maintenance and Removal](#)
 - 2. [Resolution Waiving Competitive Bidding and Approving a Three Year Not-to-Exceed Contract with Artistic Holiday Designs, LLC for Streetlight Decorations](#)
- G. [Resolution Accepting a Proposal from Baxter & Woodman, Inc. for Design Engineering Services for Sidewalk Modifications to the Existing Northgate Parkway Bridge Structure](#)

14. OFFICIAL COMMUNICATIONS

15. APPROVAL OF BILLS June 23–July 13, 2016

16. EXECUTIVE SESSION

17. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED

18. ADJOURNMENT

THIS MEETING WILL BE TELEVISED ON WHEELING CABLE CHANNELS 17 & 99

***IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING BUT REQUIRE AN AUXILIARY AID,
SUCH AS A SIGN LANGUAGE INTERPRETER,
PLEASE CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.***

VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

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

DATE OF BOARD MEETING: July 18, 2016

TITLE OF ITEM SUBMITTED: Resolution Adopting “Revolving Around Community” as the Official Slogan of the Village of Wheeling

BASIC DESCRIPTION OF ITEM¹: Adopts the winning submission from a Village-wide call for entries as the new Village slogan in keeping with a goal and a project set forth in the Village’s 2015–2016 Strategic Plan.

BUDGET²: N/A

BIDDING³: N/A

EXHIBIT(S) ATTACHED: Memorandum, News Release, Resolution

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: Village President, Clerk and Board of Trustees
FROM: Jon A. Sfondilis, Village Manager
DATE: July 14, 2016
SUBJECT: Village Slogan

EXECUTIVE SUMMARY

At the June 27 special meeting, the Board of Trustees selected “Revolving Around Community” as the new slogan for the Village of Wheeling. On July 18, the Board will formally adopt the slogan through passage of the attached resolution, thus completing one of the projects identified in the Village’s 2015–2016 Strategic Plan.

As part of Wheeling’s strategic planning process, the Village Board identified the need to update the community’s slogan “A Community of Choice.” During discussion at the June 27 special meeting, the Board concurred on “Revolving Around Community” as the new slogan.

In order to create a meaningful phrase that is representative of the Village as a whole, the Board directed Village staff to enlist the input of the Wheeling community whom the slogan is meant to speak for. The Village initiated an extensive social media campaign that invited the public to submit ideas for consideration; this outreach yielded 134 unique entries.

To briefly review staff’s recommendations prior to the June 27 discussion: a good slogan fuses promise with perception. It emphasizes brand identity and reputation, and is rooted in reality. Crafting a Village slogan presents unique challenges, in that the slogan must capture both the strength of the business community and the spirit of the residents. It must 1) be short but memorable, 2) describe or reinforce the essence of the community as a brand, and 3) focus on what sets the community apart. In staff’s assessment, “Revolving Around Community” effectively meets all these requirements.

A copy of the Village’s press release announcing the Board’s selection is attached. I am available to respond to any questions or concerns.

RESOLUTION NO. 16 - _____

RESOLUTION ADOPTING “REVOLVING AROUND COMMUNITY” AS THE OFFICIAL SLOGAN OF THE VILLAGE OF WHEELING

WHEREAS, a community’s official slogan is a useful and valuable reflection of its identity, providing a concise expression of shared aims and values; and

WHEREAS, it is appropriate and advisable for communities to update their slogans periodically to reflect their growth and evolution and to help refocus and inspire the enthusiasm of their residents and other stakeholders; and

WHEREAS, on December 15, 2014, the Board of Trustees of the Village of Wheeling adopted the 2015–2016 Strategic Plan for the Village, which included a goal of developing a comprehensive municipal marketing strategy; and

WHEREAS, among the projects that the Board of Trustees directed Village staff to undertake in furtherance of this goal was to initiate a community-wide contest to update the Village slogan; and

WHEREAS, in April 2015 the Village put out a call for suggestions regarding an updated Village slogan and received 134 entries from residents, business owners, and other members of the Wheeling community; and

WHEREAS, in consultation with Village staff, the Board of Trustees has carefully evaluated the proposed slogans to identify the entry that best reflects the full breadth of the Wheeling community in a manner uniquely representative of Wheeling; and

WHEREAS, the Board of Trustees has selected the anonymously-submitted phrase “Revolving Around Community” as the slogan that best captures Wheeling at this moment in its history and articulates the values that will guide it toward a bright and prosperous future;

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 “Revolving Around Community” is hereby adopted as the official slogan of the Village of Wheeling; and

BE IT FURTHER RESOLVED THAT the Village Manager is hereby directed to begin including the slogan in Village publications and other printed materials whenever appropriate.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. **16** - _____ be adopted.

President Argiris _____ Trustee Lang _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Vogel _____

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

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk



**2 COMMUNITY BOULEVARD • WHEELING, ILLINOIS 60090
(847) 459-2600 • FAX (847) 215-5175**

For Immediate Release

DATE: June 30, 2016

**Wheeling Chooses New Slogan:
“Revolving Around Community”**

Following several weeks of collecting and weighing public input, the Wheeling Board of Trustees has selected a new slogan for the Village: “Revolving Around Community.”

At Monday night’s board meeting, Village officials picked the new slogan from among 134 entries sent in by Wheeling residents and business owners. Updating the slogan was one of the “Community Image” goals identified in the Village’s 2015–2016 Strategic Plan.

“We were very happy to see the level of interest from the community in the search for a new slogan, and we really appreciate the creativity and thoughtfulness of the submissions we received,” Village President Dean Argiris said. “It’s been a great opportunity for people to show their pride in Wheeling.”

“Revolving Around Community” ultimately emerged as the winner among a field of strong contenders. Wheeling officials cited the slogan’s simplicity, its suggestion of motion and action, and its implied emphasis on cooperation between stakeholders as reasons for the pick.

“The new slogan needed to represent everyone who works together to make the community great—residents, businesses, civic groups, churches, public servants, and cultural organizations—and do so in a way that’s uniquely Wheeling,” Village Manager Jon Sfondilis said. “The phrase ‘Revolving Around Community’ accomplishes that with style.”

The Board of Trustees will formally adopt the new slogan by resolution at its next scheduled meeting on July 18.

The new slogan will be phased in gradually on publications and signage, beginning with the Village’s redesigned website. The website is expected to be launched in July, fulfilling another goal identified in the Strategic Plan.

“Revolving Around Community” succeeds the Village’s previous slogan, “A Community of Choice.”

Contact: Village Manager Jon Sfondilis

(847-499-9090)

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: July 18, 2016

TITLE OF ITEMS SUBMITTED: A Resolution Authorizing the Village President and Clerk to Execute Third Amendment Agreement to the Scavenger Waste Contract With Waste Management in the Village of Wheeling

SUBMITTED BY: James V. Ferolo, Village Attorney

BASIC DESCRIPTION OF ITEM: The Resolution authorizes the Village President and Clerk to sign an amendment to the Scavenger Waste Contract with Waste Management – Northwest, which regulates hauling residential waste in the Village, to amend the Recyclable Materials section.

EXHIBIT(S) ATTACHED: Memo, Resolution and Third Amendment to the Scavenger Waste Agreement.

RECOMMENDATION: Submitted for Approval

SUBMITTED FOR APPROVAL: Village Manager



20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444
DD 312 984 6433

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

To: Village President and Board of Trustees
From: James V. Ferolo-Klein, Thorpe and Jenkins Ltd.
Re: Third Amendment to the Scavenger Waste Contract with Waste Management Regarding Recyclable Materials
Date: July 1, 2016

EXECUTIVE SUMMARY

The enclosed Third Amendment to the Scavenger Waste Contract with Waste Management Northwest (“Waste Management”) clarifies and reflects the goals of the Village relating to the collection and disposal of Recyclable Materials at single-family homes.

When the Village initially contracted with Waste Management, Waste Management collected and disposed of the Village’s Recyclable Materials. The original 2004 Contract provided that Waste Management would sell the Recyclable Materials and the proceeds from those Recyclable Materials would be split equally between the Village and Waste Management. In the 2014 Second Extension Amendment, the Contract was amended to allow the Village to use SWANCC to process and sell the Village’s Recyclable Materials. SWANCC has been paying the Village a portion of the proceeds based on the sale of the Recyclable Materials. This Third Amendment ensures that if the Village decides to no longer use SWANCC to process its Recyclable Materials, it can direct Waste Management to collect and dispose its Recyclable Materials and still receive proceeds from the sale of Recyclable Materials by Waste Management. However, due to the inconsistent market for Recyclable Materials, rather than splitting the proceeds equally, the Third Amendment provides that the Village will receive a flat amount from Waste Management each month.

RESOLUTION NO. 16-_____

**A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT AND
CLERK TO EXECUTE THIRD AMENDMENT TO THE SCAVENGER WASTE
CONTRACT WITH WASTE MANAGEMENT NORTHWEST IN
THE VILLAGE OF WHEELING**

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, the Village is authorized pursuant to the provisions of Section 11-19-5 of the Illinois Municipal Code (65 ILCS 5/11-19-5) to provide for the method or methods of collection, transportation and disposal of municipal waste located within its boundaries and to provide that the method chosen may be the exclusive method to be used within its boundaries; and

WHEREAS, pursuant to Article 7, Section 6 of the Illinois Constitution, the Village of Wheeling, Cook and Lake Counties, Illinois is a home rule municipality and is authorized to enter into contracts for the provision of residential and commercial waste hauling services and is doing so pursuant to this Resolution; and

WHEREAS, in 2004 the Village entered into residential and commercial waste hauling contracts with Waste Management Northwest which contracts were extended in 2009 and 2014; and

WHEREAS, the Village and Waste Management Northwest wish to amend the scavenger waste contract, which regulates residential waste hauling, with respect to the collection and disposal of Recyclable Materials from single family homes within the Village; and

WHEREAS, the Village President and the Board of Trustees have determined that the Village and the health, safety and welfare of its residents would be well-served by amending its scavenger waste contract with Waste Management Northwest; and

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS, that the Village President and Clerk are authorized to execute the Third Amendment to the Scavenger Waste Contract with Waste Management Northwest in substantial conformity with the documents attached hereto as Exhibit A. All final changes are subject to the approval of the Village Manager.

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 Village President and Board of Trustees of the Village of Wheeling, Illinois.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

EXHIBIT A

**THIRD AMENDMENT TO THE SCAVENGER WASTE CONTRACT WITH WASTE
MANAGEMENT NORTHWEST IN THE VILLAGE OF WHEELING**

**THIRD AMENDMENT TO:
SCAVENGER
WASTE CONTRACT**

**between
Village of Wheeling
and**

**WASTE MANAGEMENT – NORTHWEST,
A DIVISION OF WASTE MANAGEMENT OF ILLINOIS, INC.**

Dated: July __, 2016

- APPENDIX 1 - Scavenger Waste Contract, Dated June 1, 2004 and all of its Exhibits
- APPENDIX 2 - First Extension Amendment
- APPENDIX 3 - Second Extension Amendment
- EXHIBIT A - System Waste Compensation/Fee Schedule (Monthly) June 1, 2014-May 1, 2019

THIRD AMENDMENT TO SCAVENGER WASTE CONTRACT

This Third Amendment to the Scavenger Waste Contract (“Third Amendment”) is made and entered into as of the ___ day of July, 2016, by and between Waste Management of Illinois, Inc., a Delaware corporation (the “Contractor”) and the Village of Wheeling, Illinois, a home-rule municipality (the “Village”).

PREAMBLE

WHEREAS, the Village and the Contractor entered into an exclusive franchise agreement for Municipal Services waste collection within the municipal boundaries of the Village on June 1, 2004 (the “Original Contract”); and

WHEREAS, the Original Contract contemplated several five year extensions of the franchise; and

WHEREAS, the Original Contract was extended for five years and amended by the First Extension Amendment dated June 1, 2009 (First Extension Agreement); and

WHEREAS, the Original Contract was extended for another five years and amended by the Second Extension Amendment dated June 1, 2014 (Second Extension Agreement); and

WHEREAS, due to ongoing changes in recycling facilities and revenue, an amendment is needed to ensure flexibility and efficiency of the collection and disposal of Recyclable Materials;

WHEREAS, this Third Amendment allows the Village to continue receiving revenue for its part in collecting and disposing of Recyclable Materials;

WHEREAS, the Village has determined that it is in the best interests of its residents to amend the Original Contract.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Village and the Contractor agree to the terms of the Original Contract, First Extension Amendment, attached hereto as APPENDIX 1 and incorporated herein, and the Second Extension Amendment, attached hereto as APPENDIX 2 and incorporated herein, with only the following amendment:

1. That ARTICLE X, “RECYCLABLE MATERIALS”, Subsection 10.1(v) is amended to read in its entirety:

“The Contractor shall transport all Recyclable Materials to the SWANCC facilities for the agreed upon processing fee of \$10.00/ton, unless the Village permits Contractor to deliver the Recyclable Materials to the Contractor’s own recycling facilities. SWANCC will provide the Village with a reimbursement for the Recyclable Materials collected from the Village according to the annual SWANCC allocation. The Village may, in its

sole discretion, agree to remove from the list of Recyclable Materials any economically infeasible item upon such market change. The Contractor may also transport all Recyclable Materials directly to the Groot Industries Recycling Facilities in Elk Grove Village free of any processing fee. The Village also reserves the right at anytime during the term of the Second Extension Agreement to direct the Contractor to deliver Recyclable Materials to the Contractor's recycling facilities, in which case the Contractor shall be allowed to sell all Recyclable Material. If the Contractor is directed to deliver Recyclable Materials to the Contractor's recycling facilities, the Contractor shall pay the Village a monthly amount equal to 1.6% of the then-applicable standard rate (exclusive of SWANCC fees) for trash, recycling and yard waste service as shown on Exhibit A to the Second Extension Amendment on Single Family Detached Units serviced once per week, multiplied by the number of single-family residents. At no time, however, shall the Village or any resident or customer covered under this Contract owe the Contractor any fee or compensation to dispose of a Recyclable Material(s) with an acceptable end market.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Scavenger Waste Contract to be executed by their duly authorized representatives, all on the day and year first above written.

[CONTRACTOR]
By: 
Its: Director Public Sector Solutions

ATTEST:
By: 
Its: Public Sector Solutions Manager

[VILLAGE]
By: _____
Its: _____

ATTEST:
By: _____
Its: _____

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: July 18, 2016

TITLE OF ITEM SUBMITTED: Resolution Authorizing the Village Manager to Waive the Fidelity and Surety Bond Requirements for Wheeling Helping Hands to Conduct an Amusement and Raffle Event on September 9 and 10, 2016

SUBMITTED BY: Andrew Jennings,
Director of Community Development

BASIC DESCRIPTION OF ITEM: Request by Wheeling Helping Hands to waive fidelity and surety bonds to conduct an amusement and raffle event for the pig roast event on September 9 & 10, 2016.

BUDGET¹: N/A

BIDDING²: N/A

EXHIBIT (S) ATTACHED: Memo, Resolution, Application for Raffle License.

RECOMMENDATION: Approval

¹ *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).*

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



MEMORANDUM

TO: Village President, Clerk and Board of Trustees

FROM: Andrew Jennings, Director of Community Development

DATE: July 5, 2016

SUBJECT: Raffle and Amusement Licenses for Wheeling Helping Hands

EXECUTIVE SUMMARY

Non-for-profit organization Wheeling Helping Hand is requesting a waiver of the fidelity and surety bond requirements related to the attached raffle and amusement license applications for a fundraiser event to be held at Market Square September 9 and 10, 2016.

Wheeling Helping Hands has submitted their applications to conduct a raffle and pig roast event in Wheeling, pursuant to Municipal Code Chapters 4.12 and 4.66, which allow an organization to conduct an amusement event and sales of raffle tickets within Wheeling. They are requesting a waiver of the associated surety bond requirement as outlined in Chapter 4.12 and the fidelity bond requirement as outlined in Chapter 4.66.

The above organization is relatively new in its existence; this will be the first year in which they are requesting approval. However, the pig roast event has taken place at Market Square for quite a few years and was formerly run by The Burn Camp Association.

If you should have any further questions or concerns, please let me know.

ACJ/EM

RESOLUTION NO. 16 - _____

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO WAIVE THE FIDELITY AND SURETY BOND REQUIREMENTS FOR WHEELING HELPING HANDS TO CONDUCT AN AMUSEMENT AND RAFFLE EVENT ON SEPTEMBER 9 AND 10, 2016

WHEREAS, the Wheeling Municipal Code, Chapter 4.12, "Amusements Generally" requires that organizations secure a license to conduct an Amusement Event within the Village of Wheeling; and

WHEREAS, Ordinance No. 4419 allows for a request of the waiver of requirements to acquire a cash or surety bond to conduct an amusement event; and

WHEREAS, the Wheeling Municipal Code, Chapter 4.66, "Raffle Licenses" requires that organizations secure a license to conduct a Raffle within the Village of Wheeling; and

WHEREAS, Ordinance No. 1825 allows for a qualified organization to request a waiver of requirements to acquire a fidelity bond to conduct a raffle; and

WHEREAS, Wheeling Helping Hands has requested a waiver of the surety and fidelity bond and made proper application for licenses to conduct an amusement event with raffle on September 9 and 10, 2016; and

WHEREAS, it has been determined that the waiver of the surety and fidelity bonds to conduct an amusement event and raffle is within the guidelines set forth in Ordinance Nos. 4419 and 1825.

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 Manager is hereby authorized to waive the surety and fidelity bond requirements for the event and raffle to be conducted by Wheeling Helping Hands.

Trustee _____ moved, seconded by Trustee _____, that

Resolution No. 16 - _____ be adopted.

President Argiris _____ Trustee Vito _____

Trustee Krueger _____ Trustee Papantos _____

Trustee Brady _____ Trustee Lang _____

Trustee Vogel _____

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

ATTEST:

Dean S. Argiris, Village President

Elaine E. Simpson, Village Clerk

RECEIVED



JUN 29 2016

COMMUNITY DEVELOPMENT
847-459-2620 (fax) 847-459-2656

Village of Wheeling
Community Development **APPLICATION FOR LICENSE TO CONDUCT RAFFLE**

Date 6-26-2016

Name of Organization Wheeling Helping Hands
Address 600 W. Dundee Rd, Wheeling
Street City
60090 / Cook
Zip Code County

Mailing Address if different from above:

310 N. Wolf Rd Wheeling, 60090
Street City Zip Code

Address of Place for Raffles Drawing:

600 W. Dundee Rd, Wheeling, 60090
Street City Zip Code

Check type of organization: (attached documentary evidence)

Religious _____ Charitable X Labor _____
Fraternal _____ Educational _____ Veterans _____

How long has organization been in existence? _____

Place and date of incorporation: IL / 1-2-2016
Place Date

Number of members in good standing: _____

President/Chairperson: Mike Kurgan

310 N. Wolf Rd / 847-651-5865
Address Telephone

Social Security Number Date of Birth

ARE YOU REQUESTING A WAIVER OF FIDELITY BOND PURSUANT TO SECTION 4.66.150?

YES: X

NO: _____

***If yes, complete the following: State reason why the procurement of a bond in the required amount would constitute an undue hardship. Also, state what alternative method will be available to protect the public in lieu of the bond. (attach additional sheet if necessary)**

We are a Charitable group
Raising Funds for the Police &
Five Charitable Events

ATTESTATION

"The undersigned attest that the above named organization is organized not-for-profit under the law of the State of Illinois and has been continuously in existence for at least 5 years, receding date of this application, and that during this entire 5 year period preceding date of application it has maintained a bona fide membership actively engaged in carrying out its object. The undersigned do hereby state under penalties of perjury that all statements in the foregoing application are true and correct; that the officers, operators and workers of the raffles are bona fide members of the sponsoring organization and are all of good moral character and have not been convicted of a felony; that if a license is granted hereunder, the undersigned will be responsible for the conduct of the raffle in accordance with the provisions of the laws of the State of Illinois and this jurisdiction governing the conduct of such raffles."

Wheeling Helping Hands
Name of Organization

Michael Kurn
President/Chairperson

Box orientation
6-30-14



under market

RECEIVED

Environmental Health Application for Temporary Events

JUN 29 2016

Sept. 9th

Bardon on 9th
Pig Roast 9-10
11:00 - 5:00

Village of Wheeling
Community Development

Today's Date: 6-20-16 Event Date: 9-9 + 9-10-16 Event Time: Pig Roast 9-10

Name of Business: Market Square

Business Address: 600 W. Dundee Rd

City: Wheeling State: IL Zip Code: 60090

Event/Business Contact: Sam Pappas

Business Phone: 847-459-0601 Email:

Place where event will be held: Parking Lot at Market Sq.

Food Catered or Prepared by: On the 9th - Market Sq.

Sept 10th outside Market - cooking Pig on Roaster

Menu Items (Please list all, including beverages):

Blank lines for listing menu items.

Equipment List:

Refrigerators: Y or N How many? _____ Coolers _____

Freezers: Y or N How many? _____

Hot holding units Y or N How many? _____ How many wells? _____

**Sternos (open flame) are not allowed as a heat source at outdoor events

Transportation and holding: (Please explain how you will transport ALL foods)

Hot Foods (135°F or higher):

Blank lines for hot food transport details.

Cold Foods (41°F or lower):

Blank lines for cold food transport details.

** All vendors NOT within the limits of Village of Wheeling must include their most recent routine health inspection report.

RECEIVED

WHEELING SPECIAL EVENT APPLICATION

Information for Proposed Community Event

11/11 29 2016

Name of Event: Wheeling Helping Hands

Village of Wheeling
Community Development

Name of Business/Organization Planning the Event: Market Square

Business/Organization Address: 600 W. Dundee RD

Contact Person Name: Sam Pappas

Contact Numbers: Home Phone: _____ Work: 847-459-0601
Cell: _____ Email: _____

Date(s) of Event: Sept 9 & 10 Time (start to finish) of Event: _____

Location of Event: Market Sq. Parking Lot

Will food be served at event? YES NO
If yes, request & complete the Temporary Food Service Permit Application.

Will alcohol be served at the event? YES NO
If yes, request & complete the Temporary Liquor License Application.

Will live music be provided? YES NO

Brief description of event: 9-9-16- Buffet & music
9-10- Pig Roast

Type of Event: (check all that pertain)

<input type="checkbox"/> Sidewalk/Parking Lot Sale	<input type="checkbox"/> Festival	<input type="checkbox"/> Arts & Craft Show
<input type="checkbox"/> Radio/Television Broadcast	<input type="checkbox"/> Promotional	<input checked="" type="checkbox"/> Fundraiser
<input type="checkbox"/> Carnival / amusement rides	<input type="checkbox"/> Car Show	<input type="checkbox"/> Petting Zoo
<input type="checkbox"/> Run/Walk/Bike Event	<input type="checkbox"/> Other _____	

Services for Special Event: (check all that pertain)

<input checked="" type="checkbox"/> Signs/Banners	<input checked="" type="checkbox"/> Tent	<input checked="" type="checkbox"/> Inflatable equipment/display
<input type="checkbox"/> Water usage	<input type="checkbox"/> Stage	<input checked="" type="checkbox"/> Portable Toilets/Sinks
<input checked="" type="checkbox"/> Amplifier/Public Address System		<input checked="" type="checkbox"/> Electrical wiring and/or generator
<input checked="" type="checkbox"/> Raffle/Drawing	Other _____	

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: July 18, 2016

TITLE OF ITEM SUBMITTED: Resolution Authorizing the Execution of an Intergovernmental Agreement between the Village of Wheeling and the Metropolitan Water Reclamation District of Greater Chicago for the Distribution of Rain Barrels

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution approving an agreement with the Metropolitan Water Reclamation District of Greater Chicago (MWRD) for the Village to participate in MWRD's Rain Barrel Program. The program allows residents to order rain barrels at no charge until December 31, 2016.

BUDGET²: None

BIDDING³: Not Required

EXHIBIT(S) ATTACHED: Memo, Resolution, IGA with Exhibits

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: July 14, 2016
SUBJECT: MWRD Rain Barrel Program

EXECUTIVE SUMMARY

Staff recommends approval of an Intergovernmental Agreement (IGA) with the Metropolitan Water Reclamation District of Greater Chicago (MWRD) to participate in the Rain Barrel Program. This Agreement will allow residents to order and receive rain barrels for no charge. The program concludes December 31, 2016.

In an ongoing search to provide residents with alternatives to save money and reduce the strain on governmental services, Village staff is proposing that Wheeling take part in a rain barrel program initiated by the MWRD that helps prevent water pollution and conserves water.

Rain barrels capture rainwater that would otherwise be lost to runoff, mainly from roof downspouts. The barrels reduce the amount of water that travels to storm sewers, assisting in reducing flooding. Since the rainwater is free of chlorine, lime, and calcium, it is a better alternative for watering gardens, potted plants and flowers, and shrubs and trees, as well as washing vehicles or bicycles. Importantly, using rain barrels can also reduce a resident's water bill.

Once the IGA is executed, residents can order up to four (4) free rain barrels, delivery included. These barrels hold 55 gallons and are 36 inches in height, made of durable recycled plastic, and available in four (4) colors (terra cotta, blue, black, and gray). As part of the program, the Village is required to promote rain barrel use, accept residential orders, perform inspections, and complete a follow-up report. Residents are required to complete an application form through the Village that permits MWRD or its vendor to deliver the rain barrel(s) onto their property. As of December 31, 2016, MWRD will return to its prior program of selling rain barrels at a cost.

Staff recommends approving the attached IGA that provides residents an opportunity to order rain barrels at no charge for the remainder of 2016. With your concurrence, please include this item on the Monday, July 18, 2016, Board meeting agenda.

RESOLUTION NO. 16 - _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WHEELING AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS

WHEREAS, the Village of Wheeling (hereinafter referred to as the "VILLAGE") is a home rule municipality pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois and is authorized to exercise and perform any function pertaining to its government and affairs; and

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago, hereinafter referred to as the "MWRDGC" is a municipal corporation organized and existing under the laws of the State of Illinois; and

WHEREAS, the Village of Wheeling is located, wholly or partly, within the boundaries of Cook County and the MWRDGC; and

WHEREAS, the MWRDGC's Board of Commissioners adopted a Rain Barrel Program designed to encourage greater participation and distribution of rain barrels to residences throughout its service area; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution and Intergovernmental Cooperation Act and 5 ILCS 220/1 et.seq. allow and encourage intergovernmental cooperation; and

WHEREAS, the Village Board has determined that it is in the best interests of the residents of the Village of Wheeling to enter into the attached Intergovernmental Agreement for the distribution of rain barrels.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COOK AND LAKE COUNTIES, ILLINOIS that the Intergovernmental Agreement attached hereto as is hereby approved, and the President and Clerk of the Village are authorized and directed to execute said Intergovernmental Agreement substantially in conformance with the attached documents.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. 16 - _____ be adopted.

PASSED this day _____ day of _____, 2016.

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.

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

Protecting Our Water Environment

BOARD OF COMMISSIONERS

Mariyana T. Spyropoulos
President
Barbara J. McGowan
Vice President
Frank Avila
Chairman of Finance
Michael A. Alvarez
Timothy Bradford
Cynthia M. Santos
Debra Shore
Kari K. Steele
David J. Walsh

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611 3154 312.751.5600

Mariyana T. Spyropoulos
President

312.751.5650 f: 312.751.5659
mariyana.spyropoulos@mwr.org

June 10, 2016

Dear Elected Officials,

The Metropolitan Water Reclamation District of Greater Chicago's (MWRD's) rain barrel program, a popular resource for Cook County residents who wish to conserve water and reduce basement backups and flooding, is coming to an end. We have seen growing public enthusiasm for the program but all good things must come to an end. The rain barrels will still be available for purchase on our website at www.MWRD.org.

The last day for Rain Barrels is December 31, 2016.

The program provides free rain barrels, connection hardware, detailed instructions and delivery. Municipalities are required to enroll in this free program. Once an intergovernmental agreement (IGA) or Memorandum of understanding (MOU) is signed, your municipality may order free rain barrels.

The deadline to sign an IGA or MOU is August 31, 2016.

To date, 65 Intergovernmental agreements have been signed as well as 6 pending, 16 Memorandum of Understanding and 3 more pending. To enroll or find out more about the program, please call my office at 312-751-5650.

Sincerely,



Mariyana T. Spyropoulos
President

End of Rain Barrel Program

Thank you for your interest in the MWRD's rain barrel program! This program has created many new partnerships the District has signed 65 intergovernmental agreement (IGA) and 6 pending as well as 16 memorandum of understanding (MOU) and 3 more pending. Thank you to all those municipalities for participating in this great program. The last chance to get a rain barrel is **December 31, 2016**.

Deadline to sign an intergovernmental agreement (IGA) and memorandum of understanding (MOU) is **August 31, 2016**.

The district has run a successful rain barrel program but all good things must come to an end.

Rain barrels are a type of green infrastructure that capture rainwater from your roof and save it for when you need it. By keeping this water out of the sewer system, rain barrels can also help prevent sewer overflows and flooding. You can use rain barrel water to wash your car, water your lawn, or clean work boots and tools. Rain barrel water is naturally free of chlorine, lime, and calcium and some gardeners swear their plants prefer it.

Most homes can benefit from several rain barrels. If you have areas of unpaved, pervious ground near your downspouts, rain barrels should work in your yard. Homeowners throughout Cook County have incorporated rain barrels into their yards with great results.

Additional information about the rain barrel program can be obtained by calling President Spyropoulos office at 312-751-5650.



Rain Barrels ending
December 31, 2016

Last signing of IGA MOU
August 31, 2016

Rain Barrels
ending
December 31,
2016



Deadline to sign
IGA, MOU
August 31, 2016

President Spyropoulos is available to address your Community Group, Classroom, Kiwanis Club or Lions Club, to discuss all things water and MWRD. Let us know what topics you would like to see covered.

Please call 312-751-5650 or email Mariyana.Spyropoulos@mwrld.org

The MWRD Cares about Trees

Our Restore the Canopy initiative empowers the residents of Cook County with an opportunity to restore our region's depleted tree canopy. The tree population has been decimated by emerald ash borer infestations and extreme weather. Not only do trees provide a beautiful green canopy for our communities, they are a powerful and effective form of green infrastructure. A medium-sized oak tree can help prevent flooding by absorbing 2,800 gallons of rainfall per year.

Trees are vital to our environment for many reasons: Reduce flooding, Reduce air pollution, Improve health and well-being.

Increase property value, Provide protection from wind Buffer noise, Provide shade, and Increase habitat for wildlife, Absorb carbon dioxide, Give oxygen



How you can participate

COMMUNITY GROUPS & SCHOOLS

Partnering with schools and other community groups within Cook County allows residents to enjoy the benefits of planting oak saplings right in their own communities for decades to come.

Groups will receive bare-root saplings in bags of 100 or pre-potted saplings in preparation for planting events within your community. Arrangements can be made for saplings to be picked up at MWRD facilities or delivered to your location. Planting and care instructions, along with additional information regarding the benefits of trees, will be provided and available at mwrld.org.

If you have any questions, my office is always available for assistance at (312) 751-5650.

MWRD is working with communities to replenish our green canopy

A new initiative designed to restore the urban canopy and manage Cook County's stormwater kicked off in May as the first 100 oak tree saplings provided by the Metropolitan Water Reclamation District of Greater Chicago (MWRD) were distributed at the Midlothian Rain Ready Open House held at the Midlothian Public Library and at the Wheeling Earth Day celebration held at Heritage Park.

The MWRD's new program is called "Restore the Canopy, Plant a Tree" and offers 18" oak saplings to municipalities, community groups, and schools to distribute and plant throughout Cook County. Trees are an important part of Chicago's ecosystem. They provide rain absorption, and a canopy that reduces city heat island effects. They also absorb carbon gasses and produce oxygen.

"There is no limit to the benefits that trees, especially oak trees, provide to our region," said MWRD President Mariyana Spyropoulos. "Trees can keep neighborhoods cooler and lower energy bills, provide oxygen and shade, buffer noise, provide protection from wind, and most importantly in our case, absorb water. We invite schools, community groups, and municipalities in our area to participate, and together build our canopy."

The saplings are available in individual pots or in bulk bags of 100 bare root saplings. Planting and care instructions, along with additional information regarding the benefits of trees, will be provided with each delivery. With advanced notice, the saplings can be picked up at MWRD facilities or delivered.



The MWRD will distribute free trees every Wednesday from 9 a.m. to noon beginning May 4 at the Calumet, Egan, Hanover Park, Kirie, O'Brien, and Stickney Water Reclamation Plants. In addition, the MWRD will distribute free trees during public tours and open houses on Saturday, May 21 at these same plants.

If you have any questions, my office is always available for assistance at (312) 751-5650.

#MYMWRDTREE

Mariyana Spyropoulos, President of the MWRD is proud to present the Spring edition of *Friends of Our Water* newsletter.



**FREE facility tours for groups of up to 30 persons (7th grade to adult),
Monday – Friday, scheduled upon request, (312) 751-5650.**

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
WHEELING AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the “Agreement”) entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the “District”) and the Village of Wheeling, a municipal corporation and home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois (hereinafter the “Village”).

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the “Act”); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

WHEREAS, the Act, as amended, specifically authorizes the District to plan, implement, and finance regional and local activities relating to stormwater management in Cook County; and

WHEREAS, one component of the District’s stormwater management program includes green infrastructure, which hereinafter shall mean the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to the sewer systems or to surface waters as more fully set forth at 415 ILCS 56/5; and

WHEREAS, the District has committed to developing an enhanced rain barrel distribution program (“Rain Barrel Program”), in conformance with Appendix E, Section II(A) of a certain consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No. 1:11-cv-08859 (N.D. Ill. 2014)(“Consent Decree”), and the District’s formal commitment herein is intended to satisfy that obligation; and

WHEREAS, on April 17, 2014, the District’s Board of Commissioners adopted a Rain Barrel Program Policy (“Rain Barrel Program”) that is intended to satisfy certain requirements of the Consent Decree, and as part of the Policy, the District intends to develop a Municipal Distribution Network of its Rain Barrel Program as further set forth herein; and

WHEREAS, on May 21, 2015, the District’s Board of Commissioners adopted amendments to its Rain Barrel Program designed to encourage greater participation and distribution of rain barrels; and

WHEREAS, under the Rain Barrel Program, the District shall provide rain barrels designed to capture and use rain water to residences throughout its service area; and

WHEREAS, the distribution of rain barrels through the Rain Barrel Program may be approached more effectively, economically, and comprehensively, with the Village, and the District cooperating and using their joint efforts and resources; and

WHEREAS, the Village is located, wholly or partly, within the boundaries of Cook County; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on May 21, 2015, the District's Board of Commissioners authorized the District to enter into an intergovernmental agreement, in substantially the same form as this intergovernmental agreement, with units of local government throughout the District's service area; and

WHEREAS, on _____, 2016, the Village's Board of Trustees authorized the Village to enter into an intergovernmental agreement with the District; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the Village and District hereby agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

ARTICLE 2. SCOPE OF WORK

1. The scope of this Agreement will include the District providing rain barrels, connection hardware and delivery at no cost, to the homes of residents in the Village (hereinafter the "Project"), as more fully set forth in Exhibit 1.
2. The District is expressly and intentionally not providing any assistance for the installation and operation of the rain barrel other than an instruction pamphlet, in a form substantially similar to the one attached hereto as Exhibit 2.
3. In order for the Village to be eligible to participate in this Rain Barrel Program, on behalf of its residents, the Village agrees to perform the following requirements:
 - a. place all rain barrel orders on behalf of residents using a form provided by the District; and

- b. obtain informed written consent from each resident receiving rain barrels allowing and agreeing to the District's limited access to their property solely for the purpose of delivering the rain barrel(s); and
- c. within one year of the date of this Agreement, the Village shall report back to the District with the number of rain barrels distributed, and cooperate with the District in the conducting of a post installation survey.

The documents setting forth an explanation of the Rain Barrel Program and needing to be signed by the Village and its residents, prior to free rain barrels being distributed, are attached hereto as Exhibit 1. In order to encourage as wide a distribution of rain barrels as possible, the maximum number of rain barrels to be distributed per home is four.

4. The Village shall return to the District all rain barrels that were delivered by the District in connection with the Rain Barrel Program but for any reason whatsoever were not installed or were subsequently disconnected from a resident's home.

ARTICLE 3. PERMITS AND FEES

1. Federal, State, and County Requirements. In the event any federal, state or local permits are required, the Village shall obtain all such permits required by law in connection with the Rain Barrel Program, and shall assume any costs in procuring said permits. Additionally, the Village shall obtain all consents and approvals required by federal, state, and/or county regulations in connection with the Rain Barrel program, and shall assume any costs incurred in procuring all such consents and approvals.
2. Maintenance. The Village shall obtain any and all permits necessary for the performance of any maintenance work associated with the improvements in connection with the Rain Barrel Program.

ARTICLE 4. INSPECTION AND MAINTENANCE

The District shall have the right (including any necessary right of access) in conjunction with the Village to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the Village and the homeowner(s).

ARTICLE 5. EFFECTIVE DATE

This Agreement becomes effective on the date that the last signature is affixed hereto.

ARTICLE 6. DURATION

Subject to the terms and conditions of Article 2 and Article 10, Section 4, this Agreement shall remain in full force and effect for perpetuity.

ARTICLE 7. NON-ASSIGNMENT

Neither party may assign its rights or obligations hereunder without the written consent of the other party.

ARTICLE 8. WAIVER OF PERSONAL LIABILITY

No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

ARTICLE 9. INDEMNIFICATION

The Village shall defend, indemnify, and hold harmless the District, its Commissioners, officers, employees, and other agents ("District Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of or are in any way related to: (1) the distribution, installation and use of rain barrels through the Rain Barrel Program within the corporate limit of the Village within Cook County; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

ARTICLE 10. REPRESENTATIONS OF THE VILLAGE

The Village covenants, represents, and warrants as follows:

1. By submitting an application on behalf of its residents for rain barrel(s), the Village represents that it has the full authority and permission from the homeowner(s) and that such permission includes:
 - a. the right of the District, or its vendor, to deliver the rain barrel(s) to the individual homeowner, including but not necessarily limited to reasonable access to the homeowner's real property for purposes of delivering the rain barrel(s); and
 - b. that the Village and the District may access the homeowner's property to conduct a joint annual inspection of the installed rain barrels upon reasonable notice to the recipient of the rain barrel(s).

2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village;
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The Village acknowledges and accepts that the Rain Barrel Program being offered by the District is a voluntary program, wherein the Village residents are receiving complimentary rain barrels and as such, the District may discontinue the Rain Barrel Program at any time, without notice and without obligation to provide any additional rain barrels.

ARTICLE 11. REPRESENTATIONS OF THE DISTRICT

The District covenants, represents, and warrants as follows:

1. The District has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

ARTICLE 12. DISCLAIMERS

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the Village.

ARTICLE 13. WAIVERS

Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be

deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

ARTICLE 14. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

ARTICLE 15. DEEMED INCLUSION

Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

ARTICLE 16. ENTIRE AGREEMENT

This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

ARTICLE 17. AMENDMENTS

This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

ARTICLE 18. REFERENCES TO DOCUMENTS

All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

ARTICLE 19. JUDICIAL AND ADMINISTRATIVE REMEDIES

The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree

that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement may be executed in quadruplicate.

The rights and remedies of the District or the Village shall be cumulative, and election by the District or the Village of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

ARTICLE 20. NOTICES

Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF WHEELING AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DISTRIBUTION OF RAIN BARRELS must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 21, unless otherwise specified and agreed to by the parties:

ARTICLE 21. REPRESENTATIVES

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement:

For the District

Director of Maintenance & Operations
Metropolitan Water Reclamation District
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
FAX: (312) 751-5681

For the Village

Village President
Village of Wheeling
2 Community Boulevard
Wheeling, Illinois 60090
Phone: (847) 499-9095
FAX: (847) 459-9692

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Wheeling, the parties hereto, have each caused this Agreement to be executed in quadruplicate by their duly authorized officers, duly attested and their seals hereunto affixed.

VILLAGE OF WHEELING

BY: _____
Dean S. Argiris, Village President

DATE: _____

ATTEST:

Elaine E. Simpson, Village Clerk

DATE: _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance Date

Executive Director Date

ATTEST:

Clerk Date

APPROVED AS TO OPERATIONS, AND TECHNICAL MATTERS:

Assistant Director of Maintenance & Operations Date

Director of Maintenance & Operations Date

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney Date

General Counsel Date

EXHIBIT 1

Metropolitan Water Reclamation District of Greater Chicago

Rain Barrel Program

A component of the District's Green Infrastructure Program

I. PROGRAM DESCRIPTION

Rain Barrels are a form of green infrastructure that are designed to capture and reuse rain water. The largest benefit of rain barrel use is achieved by disconnecting the roof runoff from the system and installing rain barrels to reuse water. Roofs comprise 41% of the impervious surface in Cook County. Many of these surfaces are directly connected to the public drainage system.

The goal of the Metropolitan Water Reclamation District of Greater Chicago's (District's) Rain Barrel Program is removing the direct load from entering the sewer system, reducing basement backups, and reducing combined sewer overflow volume, overland flooding, and infiltration and inflow. The District believes the value of keeping water out of the system will benefit the community.

The District's Rain Barrel Program will utilize three distribution networks throughout its service-delivery area to distribute and promote the use of rain barrels. These networks are described in Section II. Each rain barrel distributed will display a specially-designed label that summarizes the environmental benefits of using rain barrels (see Attachment A).

II. DISTRIBUTION NETWORKS

The three networks that will be utilized to distribute rain barrels are: municipalities, community groups/non-governmental organizations and campus- type facilities.

A. Municipalities

Cook County has 129 communities within the District's service area. Each community will be encouraged to adopt the Rain Barrel Program as its own. This program is contingent on funding approval by the Board of Commissioners on an annual basis. Until otherwise indicated, the Program will provide free rain barrels to residents who live in the District's service area.

Municipalities are required to enroll in this free program via an Intergovernmental Agreement (IGA). Once an IGA is signed, municipalities may order rain barrels, connection hardware, and delivery for their residents from the District's vendor at no cost to the municipality. The District will cover the cost of the rain barrels, the connection hardware and home delivery as the District has a contract with a vendor in place; the vendor will furnish and deliver rain barrels, and municipal partners will be

provided with an email address and telephone number that can be used to order the rain barrels for delivery to residents. Distribution will be limited to a maximum of four rain barrels per home.

The District will provide the following templates for municipalities to use:

- **Sample letter and rain barrel reservation form** – The letter and form can be adapted and mailed to residents; the form is designed to collect the information needed to place an order on the resident's behalf.
- **Sample brochure that can incorporate your logo** – Upon request, the District will provide municipalities with a supply of brochures imprinted with their municipal logo.
- **Generic press release** – The language in this generic press release can be used in newsletters, on websites or submitted to local publications.

B. Community Groups/Non-Governmental Organizations

Cook County has many community groups and non-governmental organizations (NGOs) that work to educate residents about stormwater management, green infrastructure and environmental improvement. Community groups and NGOs will have access to the District's rain barrel program. To enroll in this free program, they will be asked to sign a Memorandum of Understanding (MOU). Once the MOU is signed, the community group/NGO may order rain barrels, connection hardware, and delivery for their constituents from the District at no cost to the community group/NGO.

In order to participate, the community group or NGO must:

- Submit a plan to the District describing the utilization of rain barrels;
- Provide detailed ordering information to the District ;
- Periodically ensure proper installation of rain barrels;
- Ensure proper education, care and maintenance of the rain barrels;
- Provide a follow-up report on rain barrel distribution. The report should include the following information:
 - email addresses of constituents receiving the rain barrel(s)
 - street addresses where rain barrels were installed
 - number of rain barrels installed, with a maximum of four rain barrels per home or location
 - a brief report of project successes and/or lessons learned in implementing the project.

C. Campus-Type Facilities

Campus-type facilities include: schools, municipal properties (i.e. town halls, libraries, park district facilities, fire and police stations, garage/outbuilding), churches,

community centers, senior centers, hospitals and clinics. The District will provide free rain barrels to any such facility committed to be a community partner and good steward of stormwater. The facility representative should contact the District regarding execution of a template IGA or MOU and to complete an appropriate application which shall include at a minimum:

- Size of campus
- Number of rain barrels requested
- Percent of downspouts intercepted
- Any other additional stormwater controls implemented on the site

After the rain barrels have been delivered and installed, the facility representative should submit a post-implementation plan or "As-Built" document that provides at minimum:

- addresses and locations where rain barrels were installed
- number of rain barrels installed
- a brief report of project successes and/or lessons learned in implementing the project.

III. MARKETING AND PROMOTION

In addition to providing technical assistance to residents, municipalities, community groups/non-governmental organizations and campus-type facilities on the proper use of rain barrels, a combination of tools will be provided by the District's Office of Public Affairs to promote and market rain barrels to the distribution networks. The tools include the District website, community outreach, public service announcements, email campaigns, press releases, promotion on social media, a rain barrel installation video and distribution of brochures.

Templates for applying for free rain barrels will be provided. In addition, the District can provide materials that utilize logos from the municipalities, community groups/non-governmental organizations and campus-type facilities for program purposes. The District will assign a District liaison to interested municipalities, community groups/non-governmental organizations and campus-type facilities. The liaison can provide assistance and direction during program implementation.

District Commissioners will also play a role in the marketing and promotion of the Rain Barrel Program. Commissioners may use and distribute rain barrels at community events as a means of educating and informing the public about the importance of green infrastructure, promoting the District's Rain Barrel Program, and instructing on proper installation. Upon request of each rain barrel for such events, Commissioners will provide the date, location, and purpose of the event for which the rain barrel(s) is/are being used, acknowledging by signature that the use and distribution is in compliance with the District's Ethics Ordinance policy on political activity.

IV. PROGRAM PERFORMANCE

The District's Maintenance and Operations Department will continue to administer the Rain Barrel Program in cooperation with Engineering and Public Affairs. An assigned resident engineer will administer the rain barrel contract, coordinate deliveries, and document distribution for reporting purposes. The resident engineer will collect the addresses and number of rain barrels delivered and installed. The Office of Public Affairs will document marketing, community outreach and technical assistance and submit this information to the resident engineer for inclusion in an annual report.

V. LABEL

A label will be affixed to every rain barrel distributed (see Attachment A). The label summarizes the environmental benefits of using rain barrels and green infrastructure.

VI. FORMS

Draft forms pertaining to this program are attached and will be modified to include information pertaining to the specific participating municipality, community group/non-governmental organization or campus-type facility:

1. Municipal and Community Group/NGO Ordering Instructions - Attachment B
2. Resident Application Sample Form – Attachment C
3. Campus-Type Facility Application Sample Form – Attachment D

Attachment A

SAVE WATER PREVENT FLOODING IMPROVE WATER QUALITY

55 GALLON
FROST-PROOF
RECYCLED

Rain Barrel

including:
MOSQUITO SCREEN
OVERFLOW DRAIN
SPIGOT

This rain barrel is part of the Metropolitan Water Reclamation District of Greater Chicago's green infrastructure program.
Green infrastructure helps prevent flooding and improve water quality by keeping clean water out of the sewer system.



Use water from your rain barrel to wash your car, water your garden or lawn, or wash your pet. Do not drink water from a rain barrel.
For installation instructions and more information, visit mwrdd.org.
Find the MWRD on Facebook and Twitter and show off your rain barrel!

Attachment B



**MWRD Rain Barrel Program
Municipal and Community Group/
Non-Governmental Organization
Ordering Instructions**

Municipalities and Community Groups/Non-Governmental Organizations (NGOs) in the District's service area may order free rain barrels for their residents.

To qualify for free rain barrels, residents must either live in a municipality that has signed an Intergovernmental Agreement with the District or request them through an organization that has signed a Memorandum of Understanding with the District.

If the resident meets the above criteria, then the municipality or community group/NGO may contact Roland Derylo at derylor@mwrdd.org to order rain barrels*; please write **MWRD Rain Barrel Program** in the subject line.

The municipality or community group/NGO will be provided a spreadsheet and will be required to fill in the following resident information: **Name, Address [City, State & Zip], Phone Number, Email Address, Number of Rain Barrels and Color Requested.**

*A maximum of four rain barrels may be ordered per location.

Bulk deliveries will continue to be made to organizations and agencies wishing to purchase rain barrels at cost from the District.

Need more information? Visit www.mwrdd.org or call (312) 751-6633.

**Attachment C
Sample Form**

Free Rain Barrel Program Municipal Application Form for Residents

We are pleased to offer free rain barrels to our residents. Please complete the information needed for delivery.

Resident's information:

Name: _____
(Please print)

Home address: _____

City, State, Zip: _____

Phone number: _____

Email address: _____

Number of rain barrels requested: _____

Rain Barrel Color (indicate #): ___ Terra Cotta ___ Blue ___ Black ___ Gray

Notice to Resident: All rain barrels no longer in use must be returned to the municipality. If you decide to remove your rain barrel, please contact [insert name, phone number, email address] to arrange for its return.

**Attachment D
Sample Form**

Free Rain Barrel Program Campus-Type Facility Application Form

The Campus-Type Facility may contact Roland Derylo at derylor@mwrdd.org to order rain barrels; please write **MWRD Rain Barrel Program** in the subject line. Please include the information needed for delivery below.

Facility and Ordering information:

Name of Campus-Type Facility: _____
(Please print)

Rain Barrels' Delivery Location Address: _____

City, State, Zip: _____

Number of rain barrels requested: _____

Rain Barrel Color (indicate #): ___ Terra Cotta ___ Blue ___ Black ___ Gray

Campus-Type Facility Representative Contact Information:

Contact Name: _____

Phone number: _____

Email address: _____

EXHIBIT 2

Installation Instructions

Please read these instructions and warnings thoroughly before beginning installation and retain for future reference.

INCLUDED

- Rain barrel body (A)
- Rain barrel lid (B)
- Mesh filter (preinstalled in lid) (C)
- 1 overflow hose and 1 hose clamp (D)
- 1 spout, 1 rubber gasket, 1 nut (E)
- 4 screws

NEEDED

- Slothead and Phillips (crosshead) screwdrivers
- Wrench
- Tape measure and marker
- Safety glasses, safety gloves
- Hacksaw
- Hammer or chisel

Step 1 Locate

Choose a location below a downspout for your rain barrel. The location must have level, firm ground. A 3'x3' paving stone can be used to provide stability. Avoid locations near ground-level basement windows or window wells.

Step 2 Assemble

Put the rubber gasket on the spout and place it through the hole at the front of the barrel. Thread the nut onto the back of the spout from inside the barrel. Hold the nut in place with a wrench and hand tighten only. It only needs to be tight enough to prevent water leakage. Use caution as over-tightening can crack the barrel.

Step 3 Cut Downspout

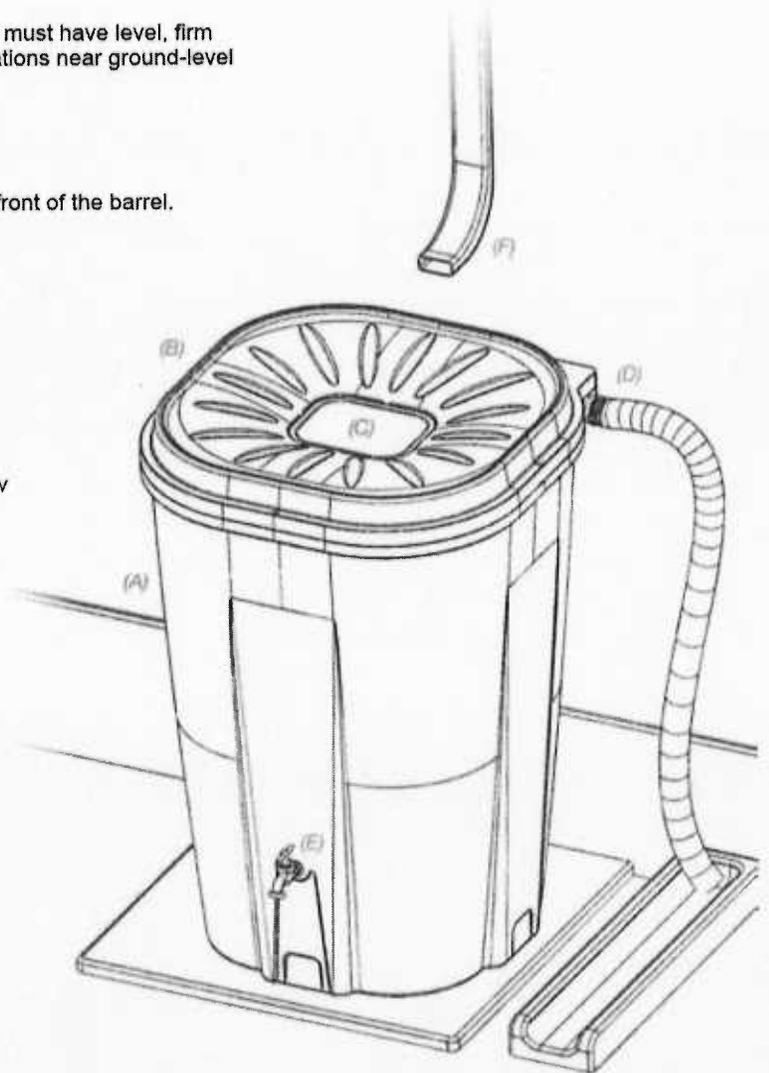
Place the barrel beside the downspout to measure and mark your required cut. Make sure to allow enough room for the barrel, lid and elbow spout. **Wearing safety glasses and gloves,** cut the downspout using a hacksaw. Attach your existing elbow spout (F) to the new downspout end.

Step 4 Overflow

Choose which side overflow spout you will use. Both spouts are blocked by a plastic disc by default. Remove the disc by inserting a slot screwdriver or chisel into the overflow tube from the outside, and gently tap with a hammer around the edges of the disc until it pops free. Attach the overflow hose using the hose clamp and a slot screwdriver. Direct the other end of the hose to wherever your downspout originally drained, which should be either a splash pad or sewer drain.

Step 5 Attach Lid & Place

Place the lid on the barrel and affix using the four provided screws (#6 x 1.5") and a crosshead screwdriver. Hand-tighten only. Over-tightening may crack the plastic. Place assembled bin under downspout and ensure it is level and stable.



Option Connecting Multiple Barrels

Multiple FreeGarden™ RAIN barrels can be connected to collect additional water from the same downspout. On each additional barrel tap out BOTH plastic discs in the overflow spouts as in Step 4 above, then connect and clamp the end of the first barrel's overflow hose to one of the spouts of the additional barrel. Clamp and connect another overflow hose to the other spout of the additional barrel and direct the open end to wherever your downspout originally drained (usually a splash pad or sewer drain).

Usage

Congratulations! You can use your collected rainwater for many purposes, such as:

- Watering lawns
- Watering gardens
- Washing cars
- Cleaning outdoor furniture
- Washing garden tools and containers
- Watering indoor and outdoor potted plants

Note: **NEVER DRINK OR INGEST STANDING WATER.** Do not allow ingestion by pets and animals, and do not cook or wash anything in collected rainwater in any way that may result in ingestion. Ingestion may cause serious illness or death. See below for further important warnings.

Maintenance

SUMMER

Clean the screen once a month to prevent clogging. Check for erosion under/around rain barrel; platform/support must remain level and stable at all times.

WINTER

Drain barrel and store in shed or garage. If left outside with freezing water inside, the barrel may crack.



WARNINGS

Drowning Hazard

Never permit children to play on, in, or near a rain barrel. Always affix the lid securely to avoid drowning. Never use a rain barrel without the lid securely affixed, or with a damaged, cracked, warped or broken cover. Never place a rain barrel near a deck, stairs, chair, or other structures or items that may allow a child to climb above, on, or in the rain barrel.

Water Contamination Hazard

Do not use collected water for drinking, cooking, washing or in any way that may result in ingestion of the water by humans and/or animals. Water in rain barrels may become stagnant and/or contaminated. Ingesting rain barrel water may cause serious illness or death. Use only for watering plants and cleaning of outdoor items not related to eating or drinking.

Tipping Hazard

A misinstalled rain barrel may tip over causing bodily injury or property damage. Never place rain barrels on non-level or uneven surfaces. Always use a solid, stable platform under the rain barrel. Water is very heavy. The preparation and placement of the installation are critical; the platform must be level and provide robust support for a filled rain barrel.

Electrical Hazard

If the downspout contains heating cables, there is a potential electrocution or fire hazard during installation. Ensure power is disconnected at the electrical panel before manipulating heated downspouts. Consult a qualified electrician for modifications to heated downspouts.

Installation Hazards

Rain barrels are for water collection and outdoor use only. No other uses are recommended. Downspout edges may be sharp. Wear protective gloves when cutting and handling downspouts. Always wear safety glasses when cutting or drilling to prevent eye injuries. Protect siding from damage by inserting a sheet of plywood between the downspout and siding. Read all instructions and warnings thoroughly before installing this product.

Warning and Limitations

Improper installation and maintenance may result in property damage, bodily injury and/or death. Enviro World Corporation is not responsible for any damages or injuries caused by or resulting from improper installation and/or continued maintenance. Retain this sheet for future reference.

International Headquarters

Enviro World Corporation
7003 Steeles Ave. W., Unit 6
Toronto, ON Canada M9W 0A2
Tel 416-674-0033 Fax 416-679-0368
Toll-free 877-634-9777 solutions@enviroworld.ca

www.enviroworld.ca

Maintaining and Using Your Rain Barrel

You can use rain barrel water to wash your car, water your lawn, or clean work boots and tools. Rain barrel water is naturally free of chlorine, lime, and calcium, and some gardeners swear their plants prefer it.

Rain barrel water is runoff from your roof, so do not drink it or use it for bathing! Disconnect your rain barrel if you need to use a moss killer on your roof. Wait for a few rainy days before reconnecting your rain barrel to allow the moss killer to rinse away. Do not use rain barrel water on plants if your home has a copper roof or gutters.

Oh No, Overflow!

Don't worry, your rain barrel is meant to overflow once it is full. Overflow water will spill from the opening on the top and the overflow fitting. Connect a hose to the overflow fitting to direct the water away from your house. You can also connect a second rain barrel to the first one using the included connecting hose and double the amount of water captured before it overflows.

Check on your rain barrel when it is raining to make sure the overflow is not causing flooding or flowing into your neighbor's property. If your rain barrel is properly installed on a pervious surface, overflow water should be absorbed into the ground. If you see water pooling on your property, consider installing a rain garden, which is a type of landscaping designed to absorb water.

Regular Maintenance

Regularly check your gutters, downspouts, rain barrel water intake screen, rain barrel mosquito screen and rain barrel spigot for leaks, obstructions or debris. Also, confirm that the lid is secure so children and animals cannot fall into the rain barrel.

Winterizing

Drain your rain barrel before temperatures drop below freezing and keep the spigot open in the winter so water does not accumulate and freeze.

You can also turn it upside down or bring it inside to ensure no water accumulates in the barrel.

Preventing Mosquitoes

Your rain barrel comes with a mosquito-proof screen under the lid. When the mosquito netting is intact, and there are no leaks where mosquitoes can enter the barrel, your rain barrel should be mosquito-free.

Remove accumulated water from the top of the barrel every 3-4 days during the rainy season. Mosquitoes need at least 4 days of standing water to develop larvae.

If you believe mosquitoes may be breeding in your rain barrel, empty it completely and let it dry out to kill all mosquitoes.

If you want to customize the appearance of your rain barrel, you can

Paint Your Rain Barrel

Follow these steps to paint your rain barrel:

1. Wash it thoroughly with soapy water to remove any dust or dirt.
2. Once the barrel is dry, apply a plastic primer designed to adhere to polyethylene plastic. Follow the instructions for the primer, including safety precautions.

Note: Don't skip this step. Primer is important! Paint will not stick to a rain barrel without primer, and house paint primers will not adhere well to rain barrel plastic.

3. Gently buff the primer surface with fine sandpaper to remove any glossy areas.
4. Paint the barrel with artist's acrylic paint. Acrylic paint is durable and won't chip or crack as easily as other paints.
5. Allow several days for the paint to dry completely and apply a clear spray sealant to protect your artwork. Follow the instructions for the spray sealant, including safety precautions. This will protect your work of art from the elements.

Metropolitan Water Reclamation District of Greater Chicago

mwrtd.org

Disclaimer: With proper installation, maintenance and use, your rain barrel should function properly. The Metropolitan Water Reclamation District of Greater Chicago assumes no liability for the installation, maintenance or use of your rain barrel. We are not responsible for any rain barrel malfunction; property damage or injury associated with your rain barrel malfunction; property damage or injury associated with your rain barrel, its accessories or contents.

See also additional instructions and warnings regarding installation and maintenance of rain barrels contained in the FreeGarden RAIN® Installation Instructions.

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: Monday, July 18, 2016

TITLE OF ITEM SUBMITTED: An Ordinance Granting Special Use-Site Plan Approval for an Adult Day Service at 43 W. Dundee Road [Docket No. 2016-9].

SUBMITTED BY: Andrew C. Jennings
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: The petitioner is requesting special use-site plan approval to establish an adult day service facility at a vacant bank building in the B-3 Zoning District.

BUDGET²: N/A
BIDDING³: N/A

EXHIBIT(S) ATTACHED: Ordinance
Staff report
Fire Department memo
Draft PC Findings of Fact and Recommendation
Photos of existing conditions
Cover letter
Response letter
Plat of survey
Landscape plan
Floor plan
Photometric plan

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

REQUEST FOR BOARD ACTION

TO: Jon Sfondilis
Village Manager

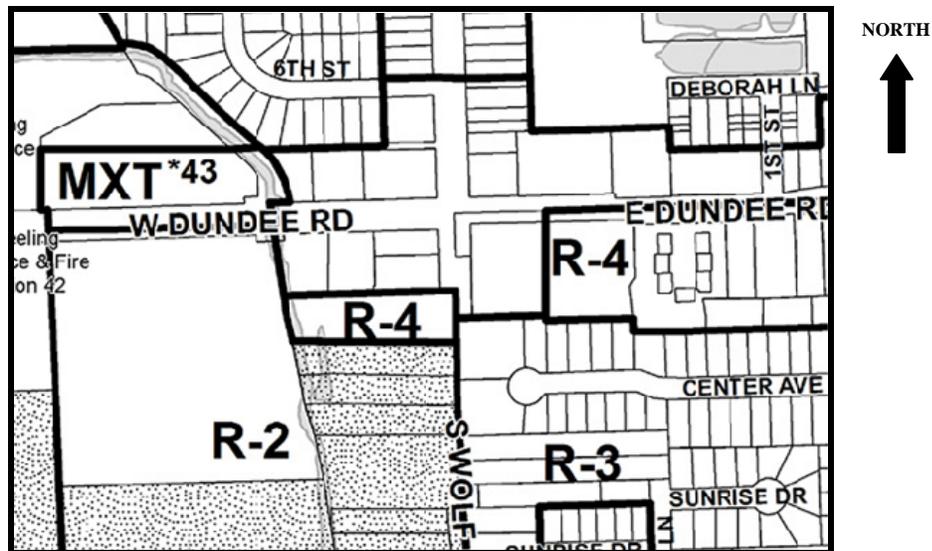
FROM: Andrew C. Jennings
Director of Community Development

DATE: July 18, 2016

SUBJECT: Docket No. 2016-9
Medtec Healthcare
43 W. Dundee Road
Special Use-Site Plan Approval of an Adult Day Service Facility

PROJECT OVERVIEW: The petitioner is seeking special use-site plan approval to establish an adult day service facility at 43 W. Dundee Road, which a vacant commercial building in the B-3 General Commercial and Office District.

LOCATION MAP:



PLAN COMMISSION RECOMMENDATION

At the Plan Commission hearing on Thursday, June 23, 2016, Commissioner Johnson moved, seconded by Commissioner Issakoo to recommend approval of Docket No. 2016-9 to grant Special Use-Site Plan approval under Chapter 19-06 Commercial Districts, Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, for an adult day service facility in accordance with the following exhibits submitted June 15, 2016 (except as noted), by Medtec Healthcare, to be located at 43 W. Dundee Road, Wheeling, Illinois.

- Cover letter, 3.24.2016
- Response letter
- Plat of survey, 3.24.2016

Request for Board Action

Page 2 of 8

RE: Plan Commission Docket No. 2016-9

- Landscape plan,
- Floor plan, and
- Photometric plan, 5.31.2016

And with the following conditions of approval:

1. Commercial vans owned by Medtec should be parked at the rear of the property;
2. Parking for two bicycles shall be provided;
3. That the light poles shall be painted;
4. That the awnings shall be replaced by December 1, 2016. If a different material, color, or design is proposed, the petitioner shall return to the PC for minor site plan and appearance approval.
5. That the sign landscaping shall meet the requirements of the Sign Code upon issuance of a sign permit for the freestanding sign.
6. The southeast corner of the building shall be posted as a Fire Lane;
7. The plantings shall be irrigated per Code;
8. Areas marked on the landscape plan as seeded shall be sodded; and
9. Continue the foundation plantings west to the sidewalk.

On the roll call, the vote was as follows:

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

There being four affirmative votes, the motion was approved.

GENERAL PROPERTY INFORMATION

<u>Applicant Name:</u>	Paul Kolpack, attorney
<u>Property Owner:</u>	John Kim
<u>Common Property Address:</u>	Located on the south side of Dundee, between Wolf Road and Buffalo Creek
<u>Neighboring Property Land Use(s):</u>	North: Commercial South: Multi-Family Residential West: Commercial East: Commercial
<u>Comprehensive Plan Designation:</u>	Commercial
<u>Property size:</u>	26,722 sq. ft. (total lot) 4,500 sq. ft. (building)
<u>Existing Use of Property:</u>	Vacant

Proposed Use of Property: Adult day service
Existing Property Zoning: B-3 General Commercial & Office District

Previous Zoning Action on Property:
1994-32 Ord. No. 2997, passed 11.07.1994, granted special use-site plan approval for a restaurant (expired).
2006-36 Ord. No. 4152, passed 12.11.2006, granted special use-site plan approval for a drive-thru bank (expired).

DESCRIPTION OF PROPOSAL

The petitioner is proposing to establish an adult day service facility under the Medtec Healthcare & Private Duty Corporation in a vacant commercial building that was previously used as a restaurant and approved (but never occupied) as a bank. The proposed facility requires a special use. The facility will provide social and health related services to elderly people. The petitioner indicates there will be approximately 10 to 15 clients each day. There will also be two full-time employees and two volunteers. The facility will be open Monday through Friday 8AM to 2PM.

SITE PLAN REVIEW

Scale of Site Plan: 1" = 20"

Proposed General Site Layout: No changes are proposed to the existing site layout.

Floor Plan: The overall floor plan was revised to now include a kitchen. The floor plan also consists of a large multi-purpose room, meeting rooms, offices, storage and toilets.

Total Number of Parking Spaces: The site plan shows that there are 18 parking stalls located entirely on the subject property. There is also a row of nine parking spaces that straddles the eastern property line. There is no parking requirement in the parking table of the Zoning Code for adult day service. Therefore, the parking requirement is based upon the operations and is approved by the Plan Commission. The required parking for the most recently approved adult day service, Center for Seniors at 8900 Capitol Drive, was based upon the number of employees and bus/van parking. Based upon the low number of expected clients and a maximum of four employees (including volunteers), it appears that 18 spaces will be adequate. The petitioner acknowledges that vans will be used to transport clients and that they will be parked at the rear of the property. The PC added a condition of approval to the motion that addresses van parking.

Bicycle parking: The revised site (landscape) plan shows a bike rack in a parking stall at the southeast corner of the property. Staff has observed that an installed bike rack does not meet the Zoning Code. The petitioner acknowledges that the new bike rack will meet code. The PC added a condition of approval that parking for two bicycles shall be provided.

Site Lighting: A photometric plan has been provided. In addition to the existing pole lights at the front of the property and the existing wall packs on the east and south facades, three new wall packs are proposed for the west façade. It appears that the plan meets the lighting requirements of the Zoning Code. Per the Plan Commission's request, the petitioner indicates that the light

poles will be painted. The PC added a condition of approval to the motion to address the painting of the poles.

Trash enclosure: A proposed trash enclosure is located at the northeast corner of the property. A detail has been provided on the landscape plan.

Ownership: The subject property is owned by the applicant.

Sidewalks: There is an existing 5-foot sidewalk along the Dundee Road right-of-way.

LANDSCAPING PLAN REVIEW

Landscape Plan: A revised landscape plan was provided to the PC . The plan includes a note that the “grass area will be improved with adequate soil and seed.” New mulched planting areas are proposed along the front property line and moving back towards the building. Per the Plan Commission’s request, foundation plantings have been added to the plan. The landscaped areas include Anthony Waterer Spirea (flowering shrub), honeysuckle bush (flowering shrub), boxwoods, coneflowers, Lenten Rose and Skyline Honeylocust trees. At the rear of the building, two swamp white oak trees and five Anthony Waterer Spirea (flowering shrub) are proposed. At the June 23rd hearing, the PC added the following conditions to the motion:

- Areas marked on the landscape plan as seeded shall be sodded; and
- Continue the foundation plantings west to the sidewalk.

Landscape Irrigation: The landscape plan has been revised to include the following note: “the plantings shall be irrigated per Code.” The PC added a condition of approval that the plantings shall be irrigated per Code.

BUILDING APPEARANCE REVIEW

Elevation Plan Review: At the Plan Commission’s request, the petitioner acknowledges the following: “the awnings shall be replaced by December 1, 2016. If a different material, color, or design is proposed, the petitioner shall return to the PC for minor site plan and appearance approval.” The PC added this condition to the motion for approval.

SIGN PLAN REVIEW

Sign Location: An existing monument-style brick sign base appears in the front yard. No plan is provided for the sign. The petitioner indicates a sign for the base will be installed by the end of the year.

Sign Landscaping: The proposed landscaping at the base of the sign does not meet the requirements of the Sign Code. The PC added a condition of approval that the sign landscaping shall meet the requirements of the Sign Code upon issuance of a sign permit for the freestanding sign.

STANDARDS FOR SPECIAL USE

Following are standards for special use with the petitioner's responses. (**Staff comments are in bold.**)

1. State why the Special Use is necessary for the public convenience at the proposed location. (Explain how the proposed use will benefit residents, the neighborhood or the community-at-large.)

“Medtec Healthcare and Private Duty is applying for a business license as a senior center/lounge. We believe that our senior center will benefit the elderly in the neighborhood and community. They will come to enjoy social/group activities such as line dancing, games, educational seminars, and group exercise. Above activities will benefit seniors physically and mentally.”

The proposed use will offer services for seniors throughout wheeling and nearby communities.

2. State how the special use will not alter the essential character of the area in which it is to be located. (Explain how the proposed special use is appropriate for the neighborhood or shopping center and how the overall character will not be affected by the special use.)

“Medtec Healthcare will not alter the essential character of the area in any ways. Our building was an existing building which was previously a bank. It’s a single building which can accommodate enough people and parking will be enough for people coming and going. Medtec senior center will be appropriate for the neighborhood and will not affect the nearby area.”

Provided the site and building maintenance issues have been addressed, the proposed use will be complementary to the adjacent commercial uses.

3. State how the location and size of the Special Use, the nature and intensity of the operation involved in or conducted in connection with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is to be located and the development of surrounding properties. (Explain how the proposed use will allow the surrounding area to develop appropriately. Is the use too large for the site? Will it be in a location on the lot that will cause conflicts with adjacent properties? Does the use create noise, odor, smoke, or light that will affect other properties?)

“The 43 W. Dundee building is an existing single building that is located where it would not interfere with traffic on Dundee Road. This building has its own parking stalls and is not adjacent to any properties. Our building will not create noise, odor, smoke or light. All activities will be held inside the building. The building space will be enough to accommodate people in and out on a daily basis. We will operation Monday-Friday 8am to 2pm.”

The proposed adult day service will operate in harmony with the developed parcels in the vicinity and will not impede additional development.

4. State how the location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof. (Explain how the proposed use will not prevent development on adjacent properties. Will the proposed use have a negative impact on existing adjacent land uses?)

“The Medtec building existed when purchased, which met the code previously. The nature of the building including height, walls/fences does not hinder or discourage adjacent land or buildings in any way. The building does not have any negative impact on existing adjacent land uses whatsoever.”

The existing landscaping is tired and the lawn is in very poor condition. Some minor maintenance issues should also be addressed with the building. The Plan Commission has sufficiently addressed these issues with the petitioner.

5. State how the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out so as to prevent traffic hazards and nuisances, and the development will not cause traffic congestion. (Is adequate parking provided? Is parking area visible from adjacent homes? Are the entrance and exit drives designed for safe access to the site? Will the special use generate so much traffic as to cause congestion? Will visitors to the special use access the site through residential streets?)

“The 43 W. Dundee building has 50+ parking stalls which will be more than enough for our business purpose. Only 10-20 people the most are expected on a daily basis and the attendees are seniors and will most likely be picked up by our buses. Therefore, not a lot of parking spaces will be needed. Entrance and exit drives are clear to drivers and will not create traffic hazards and nuisances. Parking areas are visible from adjacent homes and safe access is available to the site. We will not cause congestion. The building is off of a big street so access to our site would not have any issues.”

The petitioner now acknowledges that no buses will be parked onsite. They will park vans. The Plan Commission has sufficiently addressed these van parking with the petitioner.

6. State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone. (Other than the special use listed in this application, the proposal must meet all other requirements of the Zoning Code. Note any other exceptions.)

“N/A”

The property has remained vacant for over 10 years. Without approval of the proposed special use, it will likely remain vacant.

CONDITIONS FROM PLAN COMMISSION RECOMMENDATION

There are nine conditions of approval associated with the Plan Commission recommendation for Docket No. 2016-9. The recommendation for Docket No. 2016-9 included the following conditions of approval, which have been incorporated into the attached special use ordinance:

Request for Board Action

Page 7 of 8

RE: Plan Commission Docket No. 2016-9

1. Commercial vans owned by Medtec should be parked at the rear of the property;
2. Parking for two bicycles shall be provided;
3. That the light poles shall be painted;
4. That the awnings shall be replaced by December 1, 2016. If a different material, color, or design is proposed, the petitioner shall return to the PC for minor site plan and appearance approval.
5. That the sign landscaping shall meet the requirements of the Sign Code upon issuance of a sign permit for the freestanding sign.
6. The southeast corner of the building shall be posted as a Fire Lane;
7. The plantings shall be irrigated per Code;
8. Areas marked on the landscape plan as seeded shall be sodded; and
9. Continue the foundation plantings west to the sidewalk.

MODIFICATIONS FOLLOWING PLAN COMMISSION HEARING

The plans have not been modified following the Plan Commission hearing.

STAFF REVIEW

Fire Department Review: The Fire Department has submitted comments dated 6.03.2016. Most comments will be addressed during permit review. At the Fire Department's direction, staff has added a condition of approval to the Plan Commission recommended motion to address the fire lane.

Engineering Division Review: The Engineering Division has reviewed the submittal and has no comments at this time.

Health Division Review: The Health Division has reviewed the revised plans (including the kitchen) and has the following comments, which may be addressed at building permit:

1. The ware washing area including the hand wash sink has been moved to a separate room leaving the warming kitchen room without a hand wash sink. An additional hand wash sink shall be installed in the preparation area.
2. Cabinets shall be provided in the kitchen for storage. If not, a separate storage room will be required. It is suggested that cabinets with counter space as their work surface be installed.

Impact on Adjacent Uses: No significant impact on adjacent uses is expected.

Senior Planner's Recommendation to the Plan Commission: Prior to making a motion at the June 23rd hearing, staff recommended to the Plan Commission review of the following items with the petitioner:

- Discuss that the landscaping surrounding the freestanding sign does not meet the Sign Code. and
- Determine if the landscape plan revisions are adequate.

DIRECTOR OF COMMUNITY DEVELOPMENT RECOMMENDATION

Through a series of three Plan Commission hearings held on April 28th, June 9th, and June 23rd, the Plan Commission and petitioner were able to address numerous concerns initially held by Staff and the Plan Commission. Furthermore, testimony initially provided at the April 28th hearing regarding the suggestion that clients would walk between two separate and adjacent facilities (the subject property and 47 W. Dundee Road) for food service has been sufficiently addressed by revised plans that include the addition of a kitchen at the subject property. An Ordinance is attached for the Board's consideration.



Andrew C. Jennings
Director of Community Development

- Attachments:**
- Ordinance (precedes this report)
 - Findings of Fact and Recommendation (Draft)
 - Fire Department memo
 - Photos of existing conditions (staff)
 - Cover letter
 - Response letter
 - Plat of survey
 - Landscape plan
 - Floor plan
 - Photometric plan

ORDINANCE NO. _____

**AN ORDINANCE GRANTING SPECIAL USE-SITE PLAN APPROVAL FOR AN
ADULT DAY SERVICE FACILITY FOR MEDTEC HEALTHCARE
AT 43 W. DUNDEE ROAD**

WHEREAS, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on April 28, 2016, continued to June 9, 2016, and continued to June 23, 2016, to consider a request for a special use-site plan approval under Title 19, Zoning, of the Wheeling Municipal Code, Special Use-Site Plan Approval as required under Chapter 19-04 Commercial Districts, Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, to establish an adult day service facility at 43 W. Dundee Road, Wheeling, Illinois, hereinafter legally described and zoned B-3 General Commercial and Office District; and

WHEREAS, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, with a motion to approve the petitioner's request, that passed by a vote of 4 ayes, 1 nay, 0 abstaining, and 2 absent; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request, subject to conditions;

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

Section A

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the special use as requested will not alter the essential character of the area in which it is to be located;
- That the location and size of the special use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is located and the development of the surrounding properties;
- That the special use requested will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted nor diminish or impair property values of surrounding properties;

- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances; and
- That the special use requested will conform to all applicable regulations and standards of the zoning district in which it is to be located.

Section B

A special use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, Section 19.10.030 Special Uses, in order to establish an adult day service use in the B-3 General Commercial and Office District, in accordance with the site plan and appearance approval granted in Section C of this Ordinance, for an adult day service facility, to be located at 43 W. Dundee Road, Wheeling, Illinois, hereinafter legally described:

LEGAL DESCRIPTION:

LOT 2 IN DUNDEE-WOLF SUBDIVISION OF LOT 3 AND 4 IN LYNCH'S RESUBDIVISION IN WHEELING, IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

(The above described property is commonly known as 43 W. Dundee Road, Wheeling, Illinois, and is zoned B-3 General Commercial and Office District.)

Section C

Site Plan and Appearance Approval is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-12 Site Plan Approval Requirements, with the site development to be completed substantially in accordance with the following exhibits, herein attached and made part of, submitted June 15, 2016 (except as noted), Medtec Healthcare, to be located at 43 W. Dundee Road, Wheeling, Illinois:

- Cover letter, 3.24.2016
- Response letter
- Plat of survey, 3.24.2016
- Landscape plan,
- Floor plan, and
- Photometric plan, 5.31.2016.

Section D

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

Trustee _____ moved, seconded by Trustee _____,

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

President Argiris _____ Trustee Lang _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Vogel _____

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

Village Attorney

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



MEMO – Fire Prevention Bureau

TO: Brooke Jones, Village Planner
FROM: Ronald S. Antor, Fire Inspector
CC: Andrew Jennings, Director of Community Development
Keith Maclsaac, Fire Chief
FPB File
DATE: June 3, 2016
SUBJECT: Proposed Senior Center (Revised Petitioner Submittal) – 43 West Dundee Road - Plans received for review by the Fire Department, June 1, 2016

The Wheeling Fire Department has reviewed the submittals received related to the above referenced project and has the following comments:

Site Plan

1. The current submittal does not contain any changes to the site plan from the plans previously reviewed by the Fire Department.
2. The prior conditions for approval included a provision that the east side of the building be posted as a “Fire Lane”. Signage has been provided for the “Fire Lane” in this area. Although currently in compliance, the previously approved condition of approval should remain as a historical requirement for the property and this Special Use.

Medtec Healthcare & Private Duty Corporation Senior Center For – 43 West Dundee Road – Revision to Previous Submittal to Include a “Warming Kitchen”

1. The current submittal provides for the change of an existing office space in the Petitioner’s building to a “Warming Kitchen”.
2. All construction related to the remodeling of the office space into a “Warming Kitchen” will need to comply with the Village’s Building and Fire Prevention Codes (2012 Editions of the International Building Code & International Fire Code – with amendments). The current submittal documents would appear to comply with the sections relating to fire protection requirements as there are no provisions for cooking shown on the submittal.

At this time there are no other Fire Department comments related to the project as presented in the documents reviewed.

**FINDINGS OF FACT
AND RECOMMENDATION**

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Re: Docket No. 2016-9
Medtec Healthcare
43 W. Dundee Road
Special Use-Site Plan Approval for Adult Day Service

John Kim, property owner, is seeking Special Use-Site Plan Approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-06 Commercial Districts, Chapter 19-10 Use Regulations, Chapter 19-12 Site Plan Approval Requirements, and associated sections, in order to establish an Adult Day Service at 43 W. Dundee Road, which is zoned B-3 General Commercial and Office District.

Chairman Ruffatto called Docket No. 2016-9 on April 28, 2016. Present were Commissioners Dorband, Issakoo, Johnson, Powers and Ruffatto. Commissioners Sianas and Zangara were absent with prior notice. Also present were Brooke Jones, Senior Planner and Mallory Milluzzi, Village Attorney.

Ms. Katherine F. Lambrose, Attorney, 2454 E. Dempster St., Suite 310, Des Plaines, IL was present and sworn in.

Ms. Lambrose reported that the owner was very excited to expand the business already operating at the adjacent property at 47 W. Dundee Road. The property was purchased for this use with no foreseen increase in traffic. She clarified there would be no bus parking on this parcel. Some buses do service the adjacent property to drop off and pick up seniors but there will be no parking on this parcel.

Ms. Lambrose reported that Mr. Kim had been a fantastic neighbor and community member in the Village of Wheeling. He keeps his property well maintained. The owner understands that food service will not be allowed on the premises. There is a bike rack for eight bikes, new soil and grass seed and additional trees have been provided on the revised plans. She reported the maintenance for the glass in the front and for the rear door has been completed. The sign at the corner of the property for the fire lane had been completed.

Ms. Lambrose reported that Mr. Kim currently runs the Super Senior Center Adult Day Service located at 47 W. Dundee Road. There are individuals in the audience who were willing to speak in support of the petition. They are in need of additional space to keep providing their services and to open it up to additional people. They provide classes and other services such as providing community space, having celebrations for the attendees, take field trip, offer educational seminars, group exercises, dancing and etc.

From the audience, Andy from Wheeling was sworn in and came forward to provide comments.

She explained she was depressed after retiring and started going to the senior center and started feeling better. Andy stated that she exercises, dances, learned English and met friends at the center. She enjoys going and supports the new location. She has attended for one year and is very happy and feels much better. She has lived in Wheeling for 15 years and feels the center has changed her life.

From the audience, Mr. Young Lee, Wheeling was sworn in and came forward to provide comments. Mr. Lee has lived in Wheeling for 15 years. He explained he started going to the senior center after he retired and is now happy. He enjoys the center and is in support of the center.

Commissioner Powers questioned if they had other similar facilities in the area. Ms. Lambrose confirmed they have a location next door at 47 W. Dundee but were in need of a lot more space. The new location would be for overflow space. There is an additional seminar room and activity room. Commissioner Powers questioned if they were combining the buildings. Ms. Lambrose confirmed the 47 building next door was already in use and approved. She explained the 43 building was just acquired for the purpose of providing additional services and space.

Ms. Jones believed the Super Senior Center at 47 W. Dundee was approved with a cap of no more than 12 occupants and that is the reason it had not come before the Plan Commission for Special Use approval.

Commissioner Powers suggested adding conditions for no food or buses.

Commissioner Powers questioned the trash enclosure location for this facility. Ms. Lambrose explained it was located at the rear of the property. He questioned who was currently using the trash enclosure. Ms. Lambrose explained the property was currently vacant so no one was using it. It would only be used for this building. Commissioner Powers mentioned the fence was broken and the enclosure needed repair and the area cleaned up. Ms. Lambrose agreed to fix the enclosure and clean up the area.

Commissioner Powers requested details on the proposed landscaping. Ms. Lambrose explained the landscaping plan included keeping several existing trees in the front near the light poles and the addition of two trees on the side of the property. The grass area will be re-soiled and reseeded. Commissioner Powers felt the entire landscaping including the parking islands was in bad shape and needed to be fixed. He walked the property and noticed asphalt in the grass and wanted to make sure all of it was removed before reseeding. Ms. Lambrose was in agreement to do whatever re-soiling was necessary to make sure that the grass has the best chance of surviving and looking nice. Commissioner Powers mentioned he didn't see a landscaping plan that showed new plantings. He suggested removing the front landscaping and moving it by the glass wall. Ms. Lambrose referred to the two trees on the landscape plan and suggested adding lower shrubs in front of the glass wall to complement the existing landscaping in front by the sidewalk.

Commissioner Powers questioned if they were keeping the monument sign. Ms. Lambrose confirmed the monument would remain and they would add a new sign to it in the future once

the use was approved. He suggested adding a condition to remove the monument sign if it wasn't going to be used. Mr. Lambrose agreed to the proposed condition.

Commissioner Powers questioned if the building was eligible for a façade improvement grant. Ms. Jones confirmed it wasn't since it wasn't located in a TIF district.

Commissioner Powers referred to the parcel designation of commercial in the Comp Plan, he questioned if the proposed use was consistent with the Comp Plan classification. Ms. Jones agreed the proposed use was considered commercial.

Commissioner Dorband suggested having the seniors plant and tend to the flowers as a summer project. Ms. Lambrose was open to exploring the suggestion. Commissioner Dorband questioned if they were planning to irrigate the area. Ms. Lambrose was in agreement to add irrigation.

Commissioner Dorband mentioned the driveway needed repaving. Ms. Lambrose stated it wasn't in the original plan but agreed to add it. She mentioned the owners were very willing to make the improvements that were recommended since they want to make the building beautiful so the seniors would want to feel welcome.

Commissioner Dorband questioned if there was enough lighting proposed. Ms. Lambrose confirmed there were no evening programs. She explained the owner had upgraded the lighting since the original photometric plan from Ordinance 41.52 that was attached to the Staff Report. The new lights will provide a total of 120,000 lumens lighting the area and included motion sensors for security.

Commissioner Dorband questioned how they would keep people from 8:00 a.m. to 2:00 p.m. without serving them. Ms. Lambrose explained any of the food service would be done in the adjacent building. Commissioner Dorband expressed concern for the people walking between the buildings especially during winter. Ms. Lambrose explained there were employees and volunteers to assist similar to going on field trips during the winter months.

Commissioner Dorband questioned if they were adding a bike rack. Ms. Lambrose confirmed that a new double sided bike rack had been installed next to the handicapped parking space.

Commissioner Dorband questioned if the awnings would remain. Ms. Lambrose explained the existing awnings would be cleaned and remain on the building.

Commissioner Dorband was happy to see the building being used.

In reply to Commissioner Dorband's question, Ms. Lambrose stated there would be 10-15 people using the facility per day and no more than 12 at the other building.

Commissioner Issakoo thanked the community members who had spoken on behalf of the

proposed use. He is proud to be their neighbor.

Commissioner Issakoo echoed Commissioner Dorband's idea about the flowers.

Commissioner Issakoo expressed concern about the rusty pole on the signage. He questioned if the future sign would cover it. Ms. Lambrose confirmed it would cover it and any parts that weren't covered would be sanded and painted.

Commissioner Issakoo was not a favor of the awnings but was in agreement to clean them.

Commissioner Issakoo questioned if there were any future plans for the drive-thru overhang on the east side of the building. Ms. Lambrose confirmed there were no plans for the area since it would change the character of the building and would be a major undertaking.

Commissioner Johnson noticed there wasn't an outdoor area for the seniors. He suggested in the future maybe removing the driveway and overhang area and making it an outdoor area with a fence. Ms. Lambrose agreed it was a great idea.

In reply to Commissioner Johnson's question, Ms. Lambrose confirmed they can serve food at the 47 W. Dundee building.

Commissioner Johnson questioned the difference between the two buildings. Ms. Lambrose explained the 43 W. Dundee building allows extra room for other uses.

Commissioner Johnson questioned how the business was funded. From the audience, Ms. Janice Kim, co-owner came forward and was previously sworn in. She explained they were certified by the Department of Aging for the State of Illinois. This was part of the Department of Aging's community program for the elderly. The funding comes from the State of Illinois and Medicaid. Anyone over the age of 65 and eligible for Medicaid can use the facility but needs to be assisted by a case manager under the State. Ms. Kim mentioned their facility was open for everyone not only the Korean population.

In reply to Chairman Ruffatto's question, Ms. Lambrose confirmed the elderly could drive to the facility. If they can't drive, bus service will provide transportation. Chairman Ruffatto questioned the percentage of people that drove. Ms. Kim stated that less than 5% drive to the center.

In reply to Chairman Ruffatto's question, Ms. Lambrose confirmed they provide light type of healthcare services. Ms. Kim explained a registered nurse was at the center and could check vital signs along with physical and mental condition checkups. Ms. Jones confirmed it was acceptable for this type of use.

Chairman Ruffatto expressed confusion regarding the facility located at 47 W. Dundee Road. Ms. Lambrose confirmed both locations would share the same name of Super Senior Center. Chairman Ruffatto felt there could conceivably be 27 people at the 47 W. Dundee Road facility

when serving food. Ms. Lambrose disagreed. She explained the maximum number of occupancy was 12 so they would not eat their meals/snacks all at the same time. She confirmed it would not be an issue. Chairman Ruffatto expressed his concern and was not previously aware of the relationship between the two buildings. He also expressed concern that there wasn't any outdoor space.

Chairman Ruffatto questioned if the seniors were at the center for the entire time from 8:00 a.m. to 2:00 p.m. He asked about the flow. Ms. Kim explained the hours were flexible. Some people left before lunch and some came late. Everyone's schedule was flexible. The Department of Aging did not require outdoor activity. Ms. Lambrose explained they provided field trips and local outings. Chairman Ruffatto questioned how often they went on a field trip. Ms. Kim stated field trips were scheduled 2-3 times a year. Chairman Ruffatto expressed concern that there was no outdoor facility even though it wasn't required. Ms. Lambrose explained the center was not meant to be a residential facility. Not all of the people attend for the entire six hours so there were plenty of hours of sunlight before and after they attend. The center is meant to keep them mentally engaged. Ms. Kim mentioned they could walk to the nearby park.

Chairman Ruffatto expressed concern about the relationship between both buildings since the number of people in the 47 W. Dundee facility could increase. Ms. Jones mentioned that Staff was unaware that the two facilities were going to co-exist. There was nothing in the application that suggested it. She explained it could change the scope of the Special Use. They have some concerns and could not complete the review. Ms. Lambrose was happy to answer any other questions since everyone was present at the meeting. She felt it was pure speculation at this point that allowing this Special Use at this particular property would increase the likelihood of someone violating the Code at the adjacent building. Ms. Jones explained they were told that both properties would have the same name. Ms. Lambrose stated that the maximum allowable occupancy at 47 W. Dundee would not be exceeded. Ms. Jones explained that it appeared that both properties would exist as one zoning unit. Ms. Milluzzi explained if they were both going to be the same entity then they would be coexisting as one corporation and one entity. She questioned if they could be two separate buildings and have two different occupancy requirements under the Code or was it one use that happened to have two separate buildings on two separate lots. Staff had not looked at this consideration since they did not realize they were going to be the same commercial use under the same name and same ownership. She explained that Staff was unsure on how it would impact the other use and how they work together. Ms. Lambrose explained it was not the only use in 47 W. Dundee. There were other uses and tenants in the building. Chairman Ruffatto explained there needs to be more investigation by the Village Attorney and Staff before voting.

Chairman Ruffatto felt the awnings needed to be replaced since they were about 15 years old. He felt the landscape plan was lacking and wanted to see the plans for the grass/asphalt area. He wants specifics on the types of plantings around the building.

Chairman Ruffatto referred to the glass wall that protrudes out with the concrete standards. He asked that it get incorporated into the landscape plan to make sure they were covered. Ms. Jones referred to it as foundation plantings.

Chairman Ruffatto felt the parking lot was in terrible shape and needed to be resurfaced and re-striped.

Chairman Ruffatto referred to the lighting. Ms. Jones was unsure if the lighting was now consistent with the previously approved plan. Ms. Lambrose confirmed they exceeded the approved plan by providing a lot more light. Chairman Ruffatto requested photometrics. Ms. Jones wants details for Staff to review to make sure it wasn't too bright.

Chairman Ruffatto wants to see the details regarding the trash enclosure.

Chairman Ruffatto suggested considering the types of plantings for around the sign.

Commissioner Dorband referred to the landscaping. She suggested enlarging the area around the sign and raising the bed to make it more comfortable for the seniors to plant the flowers.

Commissioner Dorband questioned if it could be arranged to bring box lunches to 43 W. Dundee. Ms. Jones explained they were currently not allowed to have food including box lunches since they don't have a three compartment sink and other Code requirements. Ms. Lambrose agreed to look into adding the sink to see if it was reasonable. Commissioner Dorband expressed concern for the safety of the folks walking between the buildings.

Commissioner Powers questioned the purpose of the vertical lines in the brick on the building. Ms. Jones didn't have an explanation.

Chairman Ruffatto asked if all the Commissioners were in agreement with the direction of a continuation. All Commissioners were in agreement.

Ms. Jones read the following conditions:

- Parking for two bicycles shall be provided onsite;
- The site lighting shall comply with the photometric plan approved by ordinance 41.52;
- The southeast corner of the building shall be posted as a fire lane;
- No food shall be served at this facility;
- Bus parking shall not be allowed;
- The existing trash enclosure and gate shall be rebuilt;
- A detailed landscape plan shall be provided indicating asphalt removal as needed, re-grading, additional soil installation, seeding, foundation plantings and consideration for raised beds;
- If the monument sign is not installed within one year of occupancy then the monument sign base shall be removed;
- Plantings shall be irrigated per Code;
- Parking lot shall be resurfaced and restriped; and
- The awnings shall be replaced.

Commissioner Powers questioned if there was a photometric plan on file. Ms. Jones confirmed there was one on file that was previously approved 10 years ago. The Staff Reported indicated that they could come into compliance with it but they also have the option of providing a new photometric plan.

Ms. Jones will draft a condition for Staff to review to determine if this use will be tied to the adjacent 47 W. Dundee use. Staff is thinking that it will need to be re-noticed with a new public notice in the paper since 47 W. Dundee wasn't noticed. It will take Staff at least three weeks in order to meet the deadlines.

Commissioner Johnson moved, seconded by Commissioner Powers to continue Docket No. 2016-9 to May 26, 2016. The motion was approved by a voice vote.

On the roll call, the vote was as follows:

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

There being five affirmative votes, the motion was approved.

June 9, 2016 Public Hearing

Chairman Ruffatto called Docket No. 2016-9 on June 9, 2016. Present were Commissioners Dorband, Issakoo, Johnson, Ruffatto, Sianis and Zangara. Commissioner Powers was absent with prior notice. Also present were Brooke Jones, Senior Planner and Mallory Milluzzi, Village Attorney.

Mr. Paul Kolpack, Attorney, 6767 North Milwaukee Avenue, Niles, IL was present and sworn in.

Chairman Ruffatto asked the petitioner to detail the items that were reviewed at the last meeting.

Mr. Kolpack referred to the confusion at the last meeting regarding the service of food on the premises. They have submitted plans for a warming kitchen at this site. The food would be processed off premises, brought in and warmed up in the kitchen.

Mr. Kolpack referred to the lighting. They have submitted a lighting plan that is in compliance with the Code.

Mr. Kolpack referred to the parking. They do not have any buses but they do require the use of a van. Their staff needs the ability to pick up the seniors if the families don't provide the transportation to and from home. The hours of operation are from 8:00 a.m. to 2:00 p.m. They

would agree to park the vans in the rear of the property so they would not be visible from the road.

Mr. Kolpack confirmed they have space for eight bike racks.

Mr. Kolpack submitted a landscape plan for approval. They agree to have the irrigation meet the Village Code.

Commissioner Sianis questioned if the awnings were going to be replaced. Mr. Kolpack agreed to look into replacing the awnings on the building. They want some time to make a decision but could get them done by the end of the season if needed. Commissioner Sianis suggested adding a condition.

Commissioner Johnson referred to the previous concern about the two sites being one. Ms. Jones explained the petitioner has added a kitchen to the plan so now they plan on serving food in this building only. The other building will be used separately. It is currently approved as a use that is different than this and has some restrictions on its use including occupancy, food service and other restrictions. These two sites will function independently and they don't anticipate that there would be clients walking between the buildings.

In reply to Commission Johnson's question, Mr. Kolpack confirmed there would be two vans.

Commissioner Dorband referred to Staff's comment about the landscaping looking tired and the condition of the lawn. She personally believes the landscaping needs to be beefed up more since it was in bad shape. She thinks a lot could be done with it.

Commissioner Dorband wants a condition added that the vans should be parked in the back.

Commissioner Dorband wants to set a time limit on how long they would have before replacing the awnings. She requested taking a poll.

Commissioner Dorband was disappointed in the amount of landscaping since the building was located in a prominent area.

Commissioner Issakoo questioned which room was being converted into the kitchen. Mr. Kolpack explained it was the room to the rear of the property. It will take the entire width.

Commissioner Zangara referred to the landscaping in front. He suggested adding some tables and chairs in the front of the building. Mr. Kolpack agreed to discuss with his clients.

Commissioner Zangara questioned if the new signage would come separate with landscaping. Ms. Jones explained if they were proposing to add a sign to the sign base they will return with a landscaping plan that meets the Sign Code. Mr. Kolpack stated they would be submitting their plans within the next 10 days.

Commissioner Zangara referred to the two handicapped parking stalls. He suggested adding wheel

bumpers so the cars don't hit the signs or moving the signs to the grassy area.

Chairman Ruffatto agreed that the landscaping needed to be improved. He questioned if all of the existing landscaping was being removed.

Mr. Sanyan Kahn, Landscape Architect, 1901 Raymond Drive, Suite 13, Northbrook was present and sworn in. Mr. Kahn confirmed they were changing all of the grass area with new grass. He explained there were three different layers in the landscaping. The first layer is seasonal flowers, the second layer is bushes and the third layers is trees. Chairman Ruffatto questioned if the asphalt in the grassy area on the east side was being removed. Mr. Kahn confirmed it was being removed and replaced with new dirt and seed. Chairman Ruffatto didn't see the irrigation included on the plan. Mr. Kolpack agreed to add it. Ms. Jones suggested adding a condition of approval. Chairman Ruffatto explained sometimes it's a problem when the plans don't include it and then the inspector goes to the property without the conditions. Ms. Jones stated that she personally reviews plans for irrigation when there is a Special Use Ordinance. She always ensures that the properties are irrigated if it is included as a condition of approval.

Chairman Ruffatto referred to the three pylons located in the landscape area. He thought the Commission had previously asked to add flowers around it but he didn't see anything included on the landscape plan. Mr. Kolpack confirmed they would be adding flowers into the landscaping area by the pylons. Chairman Ruffatto did not see them listed on the plans. Mr. Kahn agreed to add seasonal flowers. Chairman Ruffatto explained the Commission wants year round plantings. Mr. Kolpack agreed to amend and resubmit their landscaping plan. Chairman Ruffatto requested also adding the irrigation to the plan.

Chairman Ruffatto referred to the double-sided bike rack. He mentioned the Staff Report indicated it wasn't up to Code. He questioned if the bike rack had already been installed. Ms. Jones stated she had been to the site and there was a bike rack installed next to the trash enclosure but the bike rack was shown on the plan in a different location. The bike rack that was installed does not meet the Code. Mr. Kolpack agreed it would meet the Code. Ms. Jones requested that the location be determined. She does not think the location shown on the plans was the best location. She wants to determine an exact location. Mr. Kolpack agreed to work with Staff on the location and confirmed it would meet the Village Code.

Chairman Ruffatto referred to the floor plan labeled A2-1 with an overlay also labeled A2-1 but was a different diagram. He wants to see a proposed floor plan that shows the kitchen location and layout. He wants the plans to be correct and to show a complete floor plan.

Chairman Ruffatto asked that the petitioner to return with updated plans. The next meeting is scheduled on June 23 so Village Staff would need the revised plans (complete floor plan, landscape with irrigation designated, new plantings, location of bike rack) by June 15. Chairman Ruffatto asked the Commissioners if they were in agreement with continuing the Docket. Commissioner Dorband was in agreement but wanted to figure out the condition on how long they could postpone replacing the awnings. Chairman Ruffatto suggested November 1. Mr. Kolpack was in agreement to the end of November. Chairman Ruffatto explained if they replaced it with the existing color,

material and design they would not need to return for approval of the awnings but they would need to return if they were changing any part of it.

Commissioner Johnson suggested that the petitioner may also want to consider the sign as part of the updated landscaping since they would need to know about the landscaping around the sign for the irrigation. Mr. Kolpack confirmed they would also be submitting their proposed sign.

Ms. Jones reviewed the following:

1. That the floor plan shall be updated to reflect the proposed layout including the kitchen;
2. Commercial vans owned by Medtec shall be parked at the rear of the property;
3. Parking for two bicycles shall be provided and noted on the site plan;
4. The southeast corner of the building shall be posted as a fire lane;
5. The plantings shall be irrigated per Code and noted on the landscape plan;
6. That the awnings shall be replaced by December 1, 2016. If a different material, color or design is proposed, the petitioner shall return to the Plan Commission for minor appearance approval;
7. Foundation plantings showing year round interest shall be added to the landscape plan; and
8. The light poles shall be painted.

Commissioner Dorband moved, seconded by Commissioner Zangara to continue Docket No. 2016-9 to June 23, 2016. The motion was approved by a voice vote.

On the roll call, the vote was as follows:

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

There being six affirmative votes, the motion was approved.

June 23, 2016 Public Hearing

Chairman Ruffatto called Docket No. 2016-9 on June 23, 2016. Present were Commissioners Dorband, Issakoo, Johnson, Powers and Ruffatto. Commissioners Sianis and Zangara were absent with prior notice. Also present were Brooke Jones, Senior Planner and Mallory Milluzzi, Village Attorney.

Mr. Paul Kolpack, Attorney, 6767 North Milwaukee Avenue, Niles, IL was present and sworn in.

Ms. Jones felt the petitioner adequately responded. There is a brief summary in the Staff Report regarding each of the responses and Staff's analysis of their resubmittal.

**Findings of Fact and
Recommendation**

DOCKET NO. 2016-9

Chairman Ruffatto asked for comments from the petitioner. Mr. Kolpack stated they had no comments but were available to answer any questions.

Commissioner Dorband expected more for the landscaping. She was unsure about the timing for the seeding since it was normally done in the fall. She questioned if they were planning to irrigate the entire area since it needs to be watered twice a day. She expressed concern. Commissioner Dorband suggested using sod instead of seeding. Mr. Kolpack confirmed they were sodding it first and then would seed in the fall as needed.

Commissioner Dorband wanted pictures of the benches they were proposing. Mr. Kolpack agreed to submit pictures of the benches to Ms. Jones.

Commissioner Dorband asked the petitioner to address the bike rack that did not meet the Zoning Code. Mr. Kolpack agreed to comply with the Code.

Commissioner Johnson felt the petitioner missed the point from the last meetings to try and hide the concrete posts of the wall. He did not see anything planted around the posts as part of the foundation plantings. Commissioner Johnson suggested continuing the foundation plantings. Mr. Kolpack agreed to continue the foundation plantings and will submit the plans.

Commissioner Powers asked about the landscaping around the monument sign. He referred to Staff's comment in the Staff Report about it being inadequate. Ms. Jones explained the concern wasn't about the size but the mix of species did not meet the requirements of the Sign Code.

Chairman Ruffatto explained that a landscape plan would be needed when they returned with the sign.

Commissioner Powers referred to the lighting fixtures being added to the west side of the building. He questioned if the photometric plan was representative of the additional light fixtures being added. He explained normally the Commission was asked to see the fixtures with the specifications but he didn't see it in the submittal. He questioned how they determined additional wall fixtures were needed. Ms. Jones confirmed it was not a Staff recommendation.

Chairman Ruffatto referred to the lighting fixtures. Ms. Jones reported that the petitioner had not provided a lighting plan at the first meeting but were told they needed to meet the requirements of the Zoning Code. The plan shows three new wall mounted fixtures on the west side.

Chairman Ruffatto questioned when the docket would go before the Village Board if the Commission voted on it tonight. Ms. Jones stated it would be July 18th. Chairman Ruffatto questioned if a condition could be added that they would have to have the light fixtures to Staff as part of the packet that goes to the Plan Commission. Ms. Jones explained the petitioner had provided a written description. Chairman Ruffatto felt the description would suffice since they were included in the photometrics and were pretty standard wall packs. Ms. Jones mentioned since they would match the existing and the petitioner had identified the type of wall pack, intensity, and model number, she felt they had a good identification of the fixtures.

Chairman Ruffatto questioned if it was possible to paint the concrete posts. Commissioner Johnson felt painting concrete would become another maintenance issue. Chairman Ruffatto agreed. Commissioner Powers questioned if the wall even needed to be there. Chairman Ruffatto felt from a decorative standpoint it looked OK.

Ms. Jones read the proposed conditions.

1. Commercial vans owned by Medtec should be parked at the rear of the property;
2. Parking for two bicycles shall be provided;
3. That the light poles shall be painted;
4. That the awnings shall be replaced by December 1, 2016. If a different material, color, or design is proposed, the petitioner shall return to the PC for minor site plan and appearance approval.
5. That the sign landscaping shall meet the requirements of the Sign Code upon issuance of a sign permit for the freestanding sign.
6. The southeast corner of the building shall be posted as a Fire Lane;
7. The plantings shall be irrigated per Code;
8. Areas marked on the landscape plan as seeded shall be sodded; and
9. Continue the foundation plantings west to the sidewalk.

Commissioner Johnson moved, seconded by Commissioner Issakoo to recommend approval of Docket No. 2016-9 to grant special use approval for an adult day service in accordance with the following exhibits submitted June 15, 2016 (except as noted), by Medtec Healthcare, to be located at 43 W. Dundee Road, Wheeling, Illinois.

- Cover letter, 3.24.2016
- Response letter
- Plat of survey, 3.24.2016
- Landscape plan,
- Floor plan, and
- Photometric plan, 5.31.2016

And with the following conditions of approval:

1. Commercial vans owned by Medtec should be parked at the rear of the property;
2. Parking for two bicycles shall be provided;
3. That the light poles shall be painted;
4. That the awnings shall be replaced by December 1, 2016. If a different material, color, or design is proposed, the petitioner shall return to the PC for minor site plan and appearance approval.
5. That the sign landscaping shall meet the requirements of the Sign Code upon issuance of a sign permit for the freestanding sign.

**Findings of Fact and
Recommendation**

DOCKET NO. 2016-9

6. The southeast corner of the building shall be posted as a Fire Lane;
7. The plantings shall be irrigated per Code;
8. Areas marked on the landscape plan as seeded shall be sodded; and
9. Continue the foundation plantings west to the sidewalk.

On the roll call, the vote was as follows:

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

There being four affirmative votes, the motion was approved.

Commissioner Powers moved, seconded by Commissioner Johnson to close Docket No. 2016-9.
The motion was approved by a voice vote.

Respectfully submitted,

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

**DISTRIBUTED TO THE COMMISSION 7.08.2016
FOR APPROVAL ON 7.14.2016**

Medtec Healthcare – 43 W. Dundee Road

Docket No. 2016-9 (Special Use-Site Plan Approval of an Adult Day Service)

Plan Commission Meetings – April 28, 2016, June 9, 2016, and June 23, 2016

Village Board Meeting – July 18, 2016



Existing conditions of front of facility – looking southwest

Medtec Healthcare – 43 W. Dundee Road

Docket No. 2016-9 (Special Use-Site Plan Approval of an Adult Day Service)

Plan Commission Meetings – April 28, 2016, June 9, 2016, and June 23, 2016

Village Board Meeting – July 18, 2016



Existing conditions of front of facility – looking southeast

Medtec Healthcare – 43 W. Dundee Road

Docket No. 2016-9 (Special Use-Site Plan Approval of an Adult Day Service)

Plan Commission Meetings – April 28, 2016, June 9, 2016, and June 23, 2016

Village Board Meeting – July 18, 2016



Existing conditions of rear of facility – looking northeast

Medtec Healthcare – 43 W. Dundee Road

Docket No. 2016-9 (Special Use-Site Plan Approval of an Adult Day Service)

Plan Commission Meetings – April 28, 2016, June 9, 2016, and June 23, 2016

Village Board Meeting – July 18, 2016



Existing conditions of rear of facility – looking north

Law Offices Of
Jay Hwan Chie

2454 E. Dempster St., Suite 310, Des Plaines, IL 60016
Tel. (847) 257-0411 | Fax (847) 257-0313

Jay H. Chie
Katherine F. Lambrose
Paralegal: Janet Lee

March 24, 2016

To Whom It May Concern:

I am writing with regard to the proposed senior center use of the property located at 43 W. Dundee Rd. by Medtec Healthcare & Private Duty Corporation for which the special use application has been submitted. I am an attorney representing the owner of the property and business.

The senior center will be a source of pride for the Village of Wheeling because of its important benefits to local seniors. The center will provide the seniors and other community members with a gathering place to discuss ideas, meet friends, and promote social interaction between neighbors. This will be a place where seniors can participate in group social activities such as line dancing, playing games, taking educational seminars, and participating in group exercise. These activities will greatly benefit senior citizens of Wheeling both physically and mentally.

The center will operate Monday through Friday 8:00 a.m. to 2:00 p.m. It will employ approximately 2 people full time and will have 2 volunteers, to run the center and assist with the center's activities. At this time, the center expects approximately 10-15 seniors and community members each day, serving their physical, mental, and social needs and well beings.

I appreciate your time and consideration in this matter.

Very Truly Yours,



Katherine F. Lambrose

Exhibit received March 24, 2016

Brooke Jones

From: Junyeoung Jeon <jj@ds-cornerstone.com>
Sent: Wednesday, June 15, 2016 11:07 AM
To: Brooke Jones
Cc: paul@klgesq.com; Sk; dehanjjkim@hotmail.com
Subject: REVISED FLOOR PLAN AND LANDSCAPE/SITE PLAN. REGARDING 43 W. DUNDEE RD.
(MR.KIM'S PROJECT)
Attachments: plan.pdf; L2.1 L2-3.pdf
Follow Up Flag: Follow up
Flag Status: Flagged

Hello. This is Junyeoung Jeon from DSC architecture firm.

Here is revised plans for Medtec project.

1. That the floor plan shall be updated to reflect the proposed layout including the kitchen.
-PLEASE SEE ATTACHED PLAN DRAWING.
2. Commercial vans owned by Medtec shall be parked at the rear of the property.
-THE OWNER WILL COMPLY.
3. Parking for two bicycles shall be provided and noted on the site plan.
-PLEASE SEE ATTACHED LANDSCAPE/SITE PLAN DRAWING.
(The owner will install bicycle rack that meet the Code)
4. The southeast corner of the building shall be posted as a Fire Lane.
-PLEASE SEE ATTACHED LANDSCAPE/SITE PLAN DRAWING.
(The sign is already existed on southeast wall of the building)
5. The planting shall be irrigated per Code and noted on the landscape plan.
-PLEASE SEE ATTACHED LANDSCAPE/SITE PLAN DRAWING.
6. That the awnings shall be replaced by December 1,2016. If a different material, color, or design is proposed, the petitioner shall return to the PC
for minor appearance approval.
-THE OWNER WILL COMPLY.(NO DIFFERENT COLORS, MATERIALS OR DESIGN)
- 7.Foundation plantings showing year-round interest shall be added to the landscape plan.
-PLEASE SEE ATTACHED LANDSCAPE/SITE PLAN DRAWING.
- 8.The light poles shall be painted.
-THE OWNER WILL COMPLY.

Thank you.

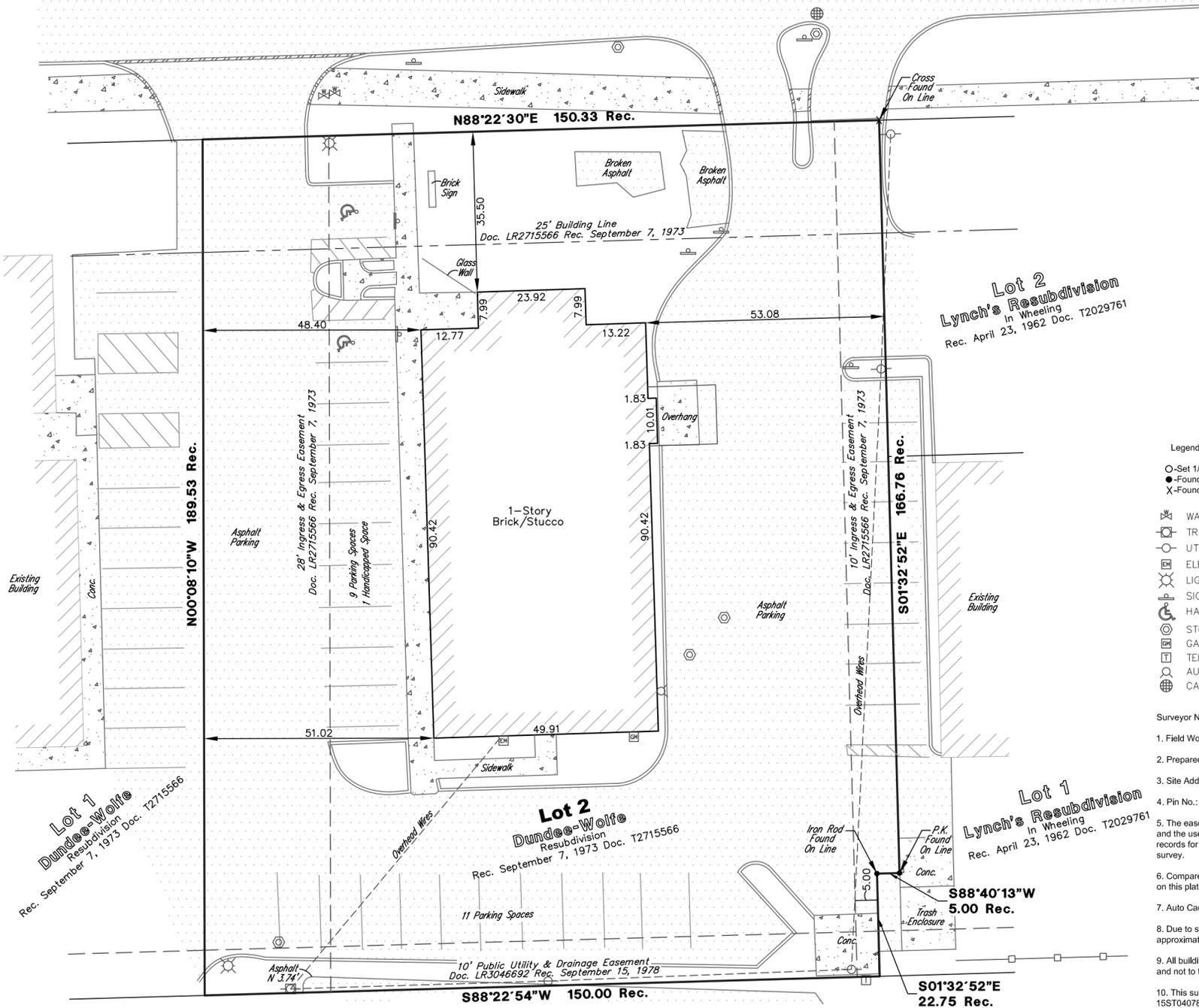


ALTA/NSPS Land Title Survey

LOT 2 IN DUNDEE-WOLF SUBDIVISION OF LOT 3 AND 4 IN LYNCH'S RESUBDIVISION IN WHEELING, IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Dundee Road

100' Right of Way



Legend:

- - Set 1/2" Iron Pipe
- - Found Iron Pipe
- X - Found Cross
- ⊗ - WATER VALVE
- ⊕ - TRANS. POLE
- - UTILITY POLE
- ⊖ - ELEC. METER
- ⊙ - LIGHT POLE
- ⊛ - SIGN
- ♿ - HANDICAPPED PARKING
- ⊙ - STORM MANHOLE
- ⊖ - GAS METER
- ⊙ - TELEPHONE PED
- ⊙ - AUTOMATED SPRINKLER SYSTEM
- ⊙ - CATCH BASIN

Surveyor Notes:

1. Field Work Completed on 03-18-16
2. Prepared for Survey Services, for real estate transaction.
3. Site Address: 43 w. Dundee Road, Wheeling IL 60090
4. Pin No.: 03-02-416-006
5. The easements shown hereon are provided from the current title and the use of the recorded subdivision plat. No search of the records for easements or encumbrances was made as part of this survey.
6. Compare deed description and site conditions with the data given on this plat and report any discrepancies to the surveyor at once.
7. Auto Cad Files will not be released under this contract.
8. Due to snow and unplowed areas, some information is approximated and may not have been located and should be verified.
9. All building dimensions and ties are to the current siding material and not to the foundation.
10. This survey was completed with the aid of title commitment 15ST04078PK recorded October 14, 2015.
11. Item 7 in Schedule B not shown on plat, item is past 5 years.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

TO: Hyunsook Kim
TC: Village of Wheeling

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES NO ITEMS FROM TABLE A HEREOF. THE FIELDWORK WAS COMPLETED ON FEBRUARY 8, 2016.

GIVEN UNDER MY HAND AND SEAL THIS 21ST DAY OF MARCH, A.D. 2016,
AT PALATINE, ILLINOIS.
[Signature]
ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 3323



ADOPTED BY THE BOARD OF GOVERNORS, AMERICAN LAND TITLE ASSOCIATION, ON OCTOBER 9, 2015.
AMERICAN LAND TITLE ASSOCIATION, 1800 M ST., N.W., SUITE 3005, WASHINGTON, D.C. 20036-8828.

ADOPTED BY THE BOARD OF DIRECTORS, NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS, ON OCTOBER 9, 2015. NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS, INC., 5119 PEGASUS COURT, SUITE Q, FREDERICK, MD 21704.

Exhibit received March 24, 2016

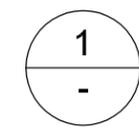
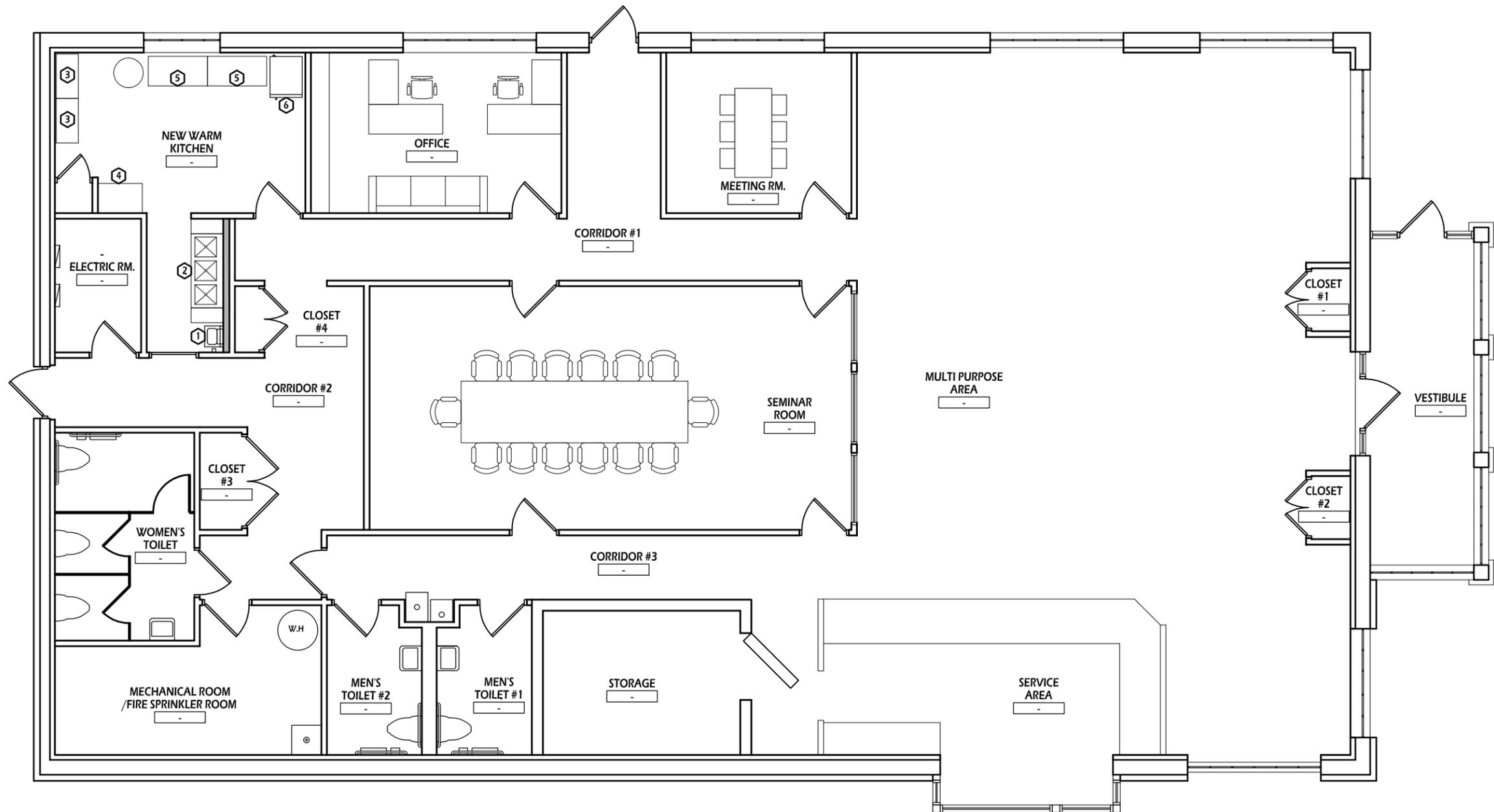
Drawn:	KD	Date:	03-21-16
Revision	Date	Drawn	Checked

LSI Land Surveying Services, Inc.
574 W. Colfax Street Palatine, Illinois 60067
Ph. (847)991-7700 Fax. (847)991-7707
Professional Design Firm License No. 184-003632

Field Work Completed: 03-18-16 Scale: 1" = 20' Date: 03-21-16
Site Address:
43 W. Dundee Road
Wheeling, Illinois

Job Number LS160152	Sheet Name ALTA/NSPS SURVEY
Sheet Number ALTA/NSPS	

EQUIPMENT TABLE		
MARK	DESCRIPTION	Qty.
①	HAND SINK	1
②	Std. 84" 3-comp. sink w/2 drainboards	1
③	SHELVING UNITS	2
④	WORKING TABLE(24X36)	1
⑤	WORKING TABLE(24X48)	2
⑥	DOOR REFRIGERATOR	1



PROPOSED PLAN

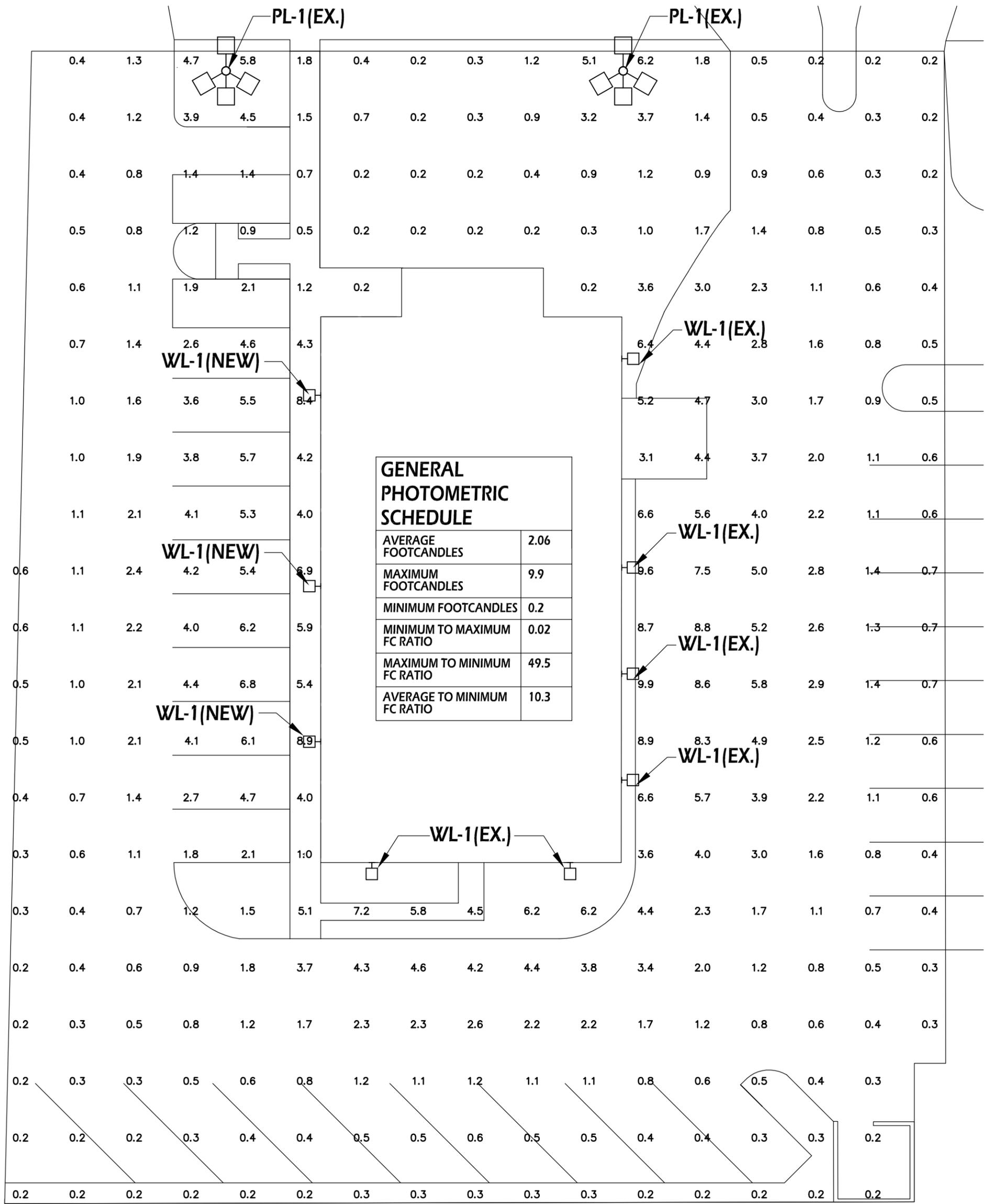
1/8" = 1'-0"

MEDTEC HEALTHCARE
 43 W DUNDEE RD.,
 WHEELING, IL 60090

Exhibit received June 15, 2016

JUN.15, 2016





1
P 1.0

PHOTOMETRIC PLAN 1/16"=1'-0"

LUMINARIES SCHEDULE									
LABEL	SYMBOL	QUANTITY	DESCRIPTION	LUMENS	MOUNTING	BALLAST	MODEL	WATT	VOLT
PL-1		2	Trans Globe Lighting 4080 SWI 4 Light Pole Lantern in Swedish Iron	4200	POLE/POST	ELECTRIC	4080-SWI /PLT 81553	400	130
WL-1		9	RAB Metal Halide Midsize HID Wallpack with Glass Lens quad tap Bronze	13500	WALL	ELECTRIC	WP2H175QT	175	120

NOTE:
1. EX.- EXISTING TO REMAIN

Exhibit received May 31, 2016

PHOTOMETRIC PLAN
43 W. DUNDEE RD.
WHEELING, IL, 60090

MAY. 19, 2016



**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: Monday, July 18, 2016

TITLE OF ITEM SUBMITTED: A Resolution Awarding Compensatory Storage Credit to the Illinois Department of Transportation

SUBMITTED BY: Andrew C. Jennings
Director of Community Development

BASIC DESCRIPTION OF ITEM¹: The Village of Wheeling adopted a policy for the distribution of stormwater management credits during the completion of the IDOT project for the reconstruction of the Dundee Road bridge spanning Buffalo Creek. During the project, the Village and IDOT agreed in concept that the use of the Village's regional compensatory storage credits was the most appropriate method of meeting the requirement for compensatory storage. The attached resolution formally awards the credit and authorizes the Village Manager to execute the reimbursement agreement with IDOT.

BUDGET²: N/A
BIDDING³: N/A

EXHIBIT(S) ATTACHED: Resolution
Draft Reimbursement Agreement
Staff Memo
Map of Available Compensatory Storage & Detention Credits

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*



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: Andrew C. Jennings, Director of Community Development
DATE: July 14, 2016
SUBJECT: Resolution Awarding Compensatory Storage Credit to the Illinois Department of Transportation

EXECUTIVE SUMMARY

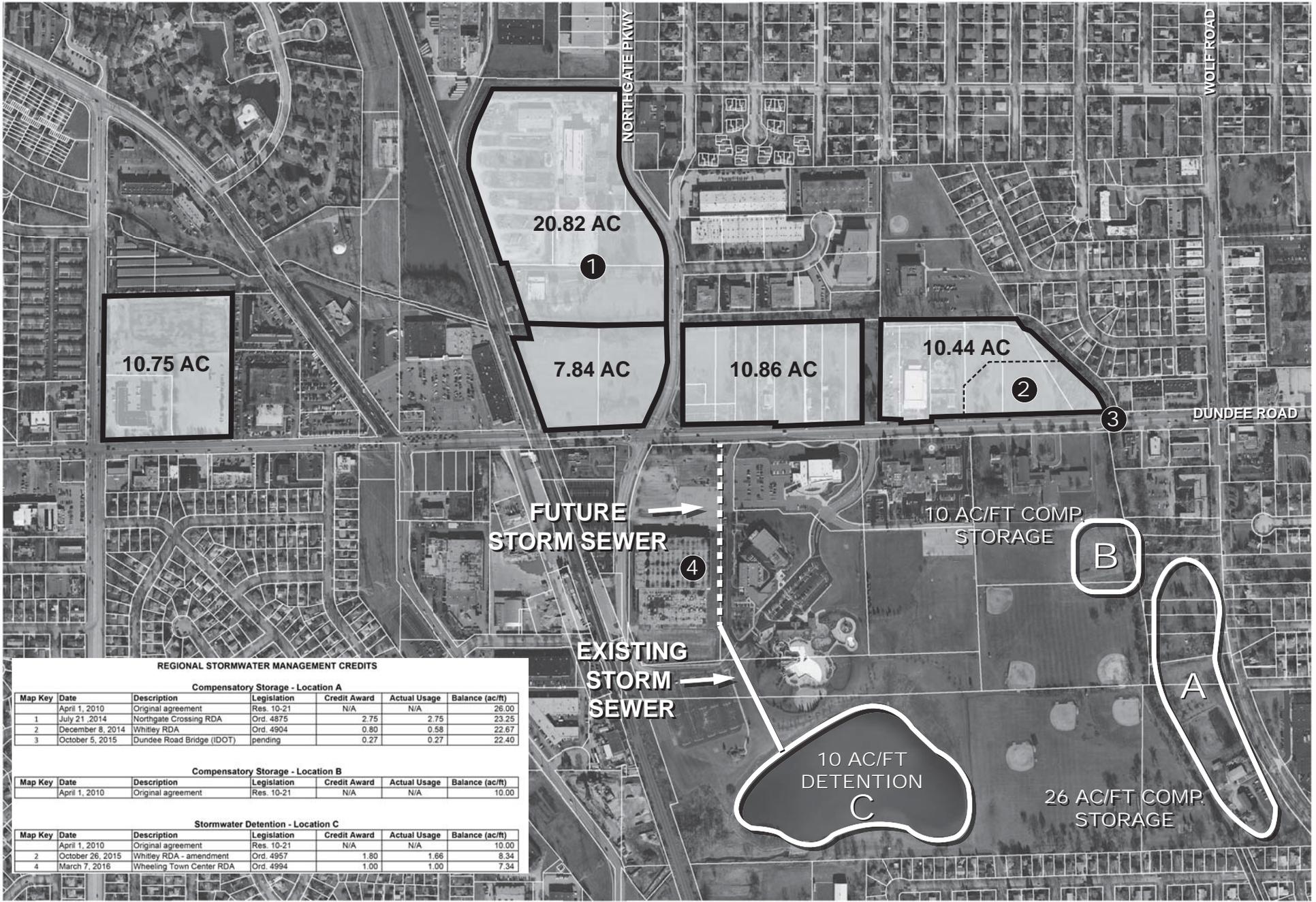
The attached resolution formally awards compensatory storage credit to the Illinois Department of Transportation (IDOT) for a project which caused fill in the flood plain associated with the reconstruction of the Dundee Road bridge over Buffalo Creek.

The Village of Wheeling adopted a policy for the distribution of stormwater management credits during the completion of the IDOT project for the reconstruction of the Dundee Road bridge spanning Buffalo Creek. During the project, IDOT discovered that the work would involve fill in the floodplain, thus triggering the need for compensatory storage. While the requirement for compensatory storage was minimal (0.27 acres), there was no land immediately adjacent to the project that could be acquired for the purpose of providing the compensatory storage.

After discussing the options with the Village, IDOT and the Village staff agreed that the Village's regional compensatory storage would be the most appropriate solution. As the policy for the distribution of credits had not yet been formally adopted, the parties agreed that the formal award of the credit would be completed at a later date. The policy was subsequently adopted with a reference to the pending approval of the award to IDOT.

The attached resolution formally awards the credit and authorizes the Village Manager to execute the reimbursement agreement with IDOT. The final draft of the reimbursement agreement is attached, as is a summary map illustrating the balance of credits awarded to date.

ATTACHMENTS: Resolution
Draft reimbursement agreement
Map summarizing balance of regional stormwater management credits



REGIONAL STORMWATER MANAGEMENT CREDITS

Compensatory Storage - Location A

Map Key	Date	Description	Legislation	Credit Award	Actual Usage	Balance (ac/ft)
	April 1, 2010	Original agreement	Res. 10-21	N/A	N/A	26.00
1	July 21, 2014	Northgate Crossing RDA	Ord. 4875	2.75	2.75	23.25
2	December 8, 2014	Whitley RDA	Ord. 4904	0.80	0.58	22.67
3	October 5, 2015	Dundee Road Bridge (IDOT)	pending	0.27	0.27	22.40

Compensatory Storage - Location B

Map Key	Date	Description	Legislation	Credit Award	Actual Usage	Balance (ac/ft)
	April 1, 2010	Original agreement	Res. 10-21	N/A	N/A	10.00

Stormwater Detention - Location C

Map Key	Date	Description	Legislation	Credit Award	Actual Usage	Balance (ac/ft)
	April 1, 2010	Original agreement	Res. 10-21	N/A	N/A	10.00
2	October 26, 2015	Whitley RDA - amendment	Ord. 4957	1.80	1.66	8.34
4	March 7, 2016	Wheeling Town Center RDA	Ord. 4994	1.00	1.00	7.34



RESOLUTION NO. _____

A RESOLUTION AWARDED COMPENSATORY STORAGE CREDIT TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION

WHEREAS, the Village of Wheeling, Wheeling Park District, and Metropolitan Water Reclamation District of Greater Chicago (MWRD) entered into an agreement on April 1, 2010, subsequently amended, relating to the redevelopment of Heritage Park, which included regional storm water management and flood control facilities; and

WHEREAS, in return for providing land to facilitate the project, the Village of Wheeling received storm water detention in Heritage Lake and compensatory storage capacity within the new flood control basin; and

WHEREAS, the Village of Wheeling worked with the Illinois Department of Transportation (IDOT) on improvements to the Dundee Road bridge over Buffalo Creek; and

WHEREAS, said project required fill in the regulatory flood plain, resulting in a need for 0.27 acre feet of compensatory storage; and

WHEREAS, on October 5, 2015, the Village indicated to IDOT and MWRD that the compensatory storage could be provided from the Village's available capacity in the Heritage Park basins; and

WHEREAS, on October 26, 2015, through Resolution No. 15-107, the Village of Wheeling adopted a policy for the distribution of storm water management credits in Heritage Park; and

WHEREAS, in accordance with the policy, the Village of Wheeling and IDOT have prepared an agreement to memorialize the use of 0.27 acre feet of compensatory storage in conjunction with the bridge reconstruction project.

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:

SECTION 1

The foregoing recitals are incorporated into this Resolution by this reference as findings of the President and Board of Trustees.

SECTION 2

The Village Board hereby authorizes the Village Manager to execute any and all documents as may be required in order to award compensatory storage credit to the State of Illinois as described in this Resolution, including but not limited to the draft agreement, attached hereto and made part of, referencing IDOT Job No. C-91-583-09 (Contract No.: 60H20) and the associated IDNR Permit No. DIS-01-2011.

Trustee _____ moved, seconded by

Trustee _____, that Resolution No. _____ be passed.

President Argiris _____ Trustee Lang _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Vogel _____

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

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

Illinois Route 68 (Dundee Road)
500' west of Wolf Road
Cook County
Job No. : C-91-583-09
Contract No.: 60H20
JN-111-032

AGREEMENT

This Agreement entered into this _____ day of _____, 2016 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the VILLAGE OF WHEELING, of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE in order to facilitate the free flow of traffic and ensure safety to the motoring public, has completed the improvement of Illinois Route 68 (Dundee Road), 500' west of Wolf Road, by removing and replacing the structure carrying Illinois Route 68 over Wheeling Drainage Ditch. The work also includes raising the Illinois Route 68 roadway profile by approximately one foot, over a length of 500 feet. The pavement was widened from existing 10 foot lanes to accommodate two twelve foot lanes in each direction and a 12 foot two- way left turn lane and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the Illinois Department of Natural Resources (IDNR) Permit, Number DIS-01-2011, issued for this project requires the STATE to provide Compensatory Storage Replacement; and

WHEREAS, the VILLAGE has offered to provide shares of Compensatory Storage at Heritage Park to fulfill this requirement,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The VILLAGE agrees to provide 0.27 acre feet of compensatory storage area at Heritage Park to the STATE to fulfill the IDNR Permit requirement.
2. The STATE agrees to pay fair market value for the provided compensatory storage area.
3. It is mutually agreed by and between the PARTIES hereto that the estimated cost of the 0.27 acre feet of compensatory storage area is \$21,000.00.
4. Upon execution of this agreement and receipt of an invoice from the VILLAGE that details the actual cost incurred, the State agrees to pay the VILLAGE 100% of its financial obligation as described herein.
5. It is the intent of the STATE that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the STATE. This provision in no way constitutes an obligation of the STATE to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.

Obligations of the STATE and the VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF WHEELING

By: _____
(Signature)

By: _____
(Print or Type)

Title: _____

Date: _____

Attest:

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Priscilla A. Tobias, P.E.
Director, Office of Program Development

Randall S. Blankenhorn
Secretary

Date: _____

By: _____
Priscilla A. Tobias, P.E. Date
Director, Office of Program Development

Job No.: C-91-583-09
Agreement No.: JN-111-032

TIN CERTIFICATION

The VILLAGE certifies that:

The number shown on this form is the VILLAGE's correct taxpayer identification number (or the VILLAGE is waiting for a number to be issued to them), and

The VILLAGE is not subject to backup withholding because: (a)the VILLAGE is exempt from backup withholding, or (b) the VILLAGE has not been notified by the Internal Revenue Service (IRS) that the VILLAGE is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the VILLAGE no longer subject to back-up withholding , and

The VILALGE's person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number: 36-6006156

Legal Status

<input type="checkbox"/>	Individual	<input checked="" type="checkbox"/>	Government
<input type="checkbox"/>	Sole Proprietor	<input type="checkbox"/>	Nonresident Alien
<input type="checkbox"/>	Partnership/Legal Corporation	<input type="checkbox"/>	Estate or Trust
<input type="checkbox"/>	Tax-exempt Corporation providing or billing medical and/or health care services	<input type="checkbox"/>	Pharmacy (Non Corp.)
<input type="checkbox"/>	Corporation NOT providing or billing medical and/or health care services	<input type="checkbox"/>	Pharmacy/Funeral home /Cemetery
<input type="checkbox"/>	Other _____	<input type="checkbox"/>	Limited Liability Company (select applicable tax classification)
		<input type="checkbox"/>	D= Disregarded entity
		<input type="checkbox"/>	C= Corporation
		<input type="checkbox"/>	P= Partnership

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: July 18, 2016

TITLE OF ITEM SUBMITTED: Resolution Authorizing Acceptance of the Suburban Purchasing Cooperative (SPC) Contract to Purchase Gasoline and Diesel Fuel from the Gas Depot Oil Company of Morton Grove, IL

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution approving the SPC Contract #159 for the purchase of gasoline and diesel fuel for the Village's municipal fleet.

BUDGET²: Included in the 2016 budget

BIDDING³: Bids were advertised and awarded through SPC.

EXHIBIT(S) ATTACHED: Memo, Resolution, SPC Contract Acceptance Letter, SPC Contract Award Prices

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: Village Manager

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

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

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



MEMORANDUM

TO: Jon Sfondilis, Village Manager
FROM: Mark Janeck, Director of Public Works
DATE: July 8, 2016
SUBJECT: Bulk Purchase of Gasoline and Diesel Fuel

EXECUTIVE SUMMARY

Recommendation to accept the Suburban Purchasing Cooperative (SPC) Contract #159 for the purchase of gasoline and diesel fuel from the Gas Depot Oil Company of Morton Grove.

In 2013, the Village began participation in the Fuel Hedging Program for municipalities. The Suburban Purchasing Cooperative (SPC) solicited bids from fuel providers willing to offer this program and subsequently issued a contract to Palatine Oil to provide fuel in accordance with the hedging program. The program allowed the Village to realize minor savings by locking in monthly fuel prices at the beginning of the year, even if there was a major increase in crude oil prices.

Due to volatility in the crude oil market and increased risk to fuel providers, Palatine Oil decided to cease offering the hedging program at the end of 2014, at which time the Village began paying for fuel on a *cost plus profit/overhead* basis.

In May of 2016, the SPC published invitations to bid on bulk fuel delivery for member municipalities and subsequently issued a new contract to the Gas Depot Oil Company. The fuel prices are based on the weekly OPIS Low Chicago published price per gallon, plus the bidder's profit/overhead. As you might expect, no hedging program was offered, given the continued volatility in the commodity markets.

Gas Depot has met the requirements for certification as a bona fide Minority Business Enterprise (MBE) as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council, Certificate Number CH2656. The SPC encourages all of its members to utilize this contract to reduce fuel costs, increase MBE spending, and meet compliance requirements.

The Village of Wheeling has benefited through participation in previous SPC fuel contracts and we believe that this contract is in the best interest of the Village. We recommend approval of the subject contract as awarded to the Gas Depot Oil Company by the SPC for provision of bulk gasoline and diesel fuel.

Please contact Superintendent Spratt or myself with any questions.

RESOLUTION NO. 16- _____

**RESOLUTION AUTHORIZING ACCEPTANCE OF THE
SUBURBAN PURCHASING COOPERATIVE (SPC) CONTRACT TO PURCHASE
GASOLINE AND DIESEL FUEL FROM THE GAS DEPOT OIL COMPANY
OF MORTON GROVE, IL**

WHEREAS, the Village of Wheeling has participated in the Suburban Purchasing Cooperative's Joint Purchasing Program Contract #126 for the purchase of gasoline and diesel fuel as awarded to Palatine Oil/Reladyne Inc. since 2013; and

WHEREAS, the Suburban Purchasing Cooperative recently published an invitation to bid and subsequently issued a new contract to the lowest responsible, responsive bidder, Gas Depot Oil Company of Morton Grove, IL, for the provision of bulk gasoline and diesel fuel; and

WHEREAS, the Suburban Purchasing Cooperative encourages municipalities to participate in its joint purchasing contracts to take advantage of favorable bid prices; and

WHEREAS, the Village of Wheeling deems it to be in its best interest to participate in the Suburban Purchasing Cooperative's new contract for the purchase of gasoline and diesel fuel;

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 Suburban Purchasing Cooperative Contract #159 is accepted and the Village Manager is hereby authorized to issue a purchase order to the awarded bidder, Gas Depot Oil Company of Morton Grove, IL for the purchase of gasoline and diesel fuel for the municipal fleet.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. 16-_____ be adopted.

President Argiris _____

Trustee Brady _____

Trustee Lang _____

Trustee Papantos _____

Trustee Vito _____

Trustee Krueger _____

Trustee Vogel _____

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

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk



A Joint Purchasing Program For Local Government Agencies

June 21, 2016

Mr. Arnie Berg
Gas Depot Oil Company
8930 N. Waukegan Road, Suite 230
Morton Grove, IL 60053

Dear Mr. Berg

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved the award of SPC Contract #159 for the 2016 Gasoline (87, 89, & 92 Octane), Diesel Fuel, Ethanol 75 & 85 and B20 Bio Diesel Fuel to Gas Depot Oil Company, Morton Grove, IL based on your response being the lowest responsible, responsive bid and in compliance with all bid specification requirements.

With acceptance of this contract, Gas Depot Oil Company, Morton Grove, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded.

The duration of the contract is Contract shall be July 6, 2016 through July 5, 2017. The Suburban Purchasing Cooperative (SPC) reserves the right to extend the contract for (3) three additional (1) one year periods under the same terms and conditions of the original contract.

Gas Depot Oil Company, Morton Grove, IL will handle all billing.

Gas Depot shall remit to the NWMC Purchasing Manager on a quarterly basis, an amount equal to 0.05 % of the total dollar volume for the quarter. Contractor must furnish a report of purchases made from the contract by the 15th of the month following the end of each fiscal quarter:

- Quarter 1 – May, June, July
- Quarter 2 – August, September, October
- Quarter 3 – November, December, January
- Quarter 4 – February, March, April

This report is to be submitted to the NWMC Purchasing Manager, 1600 East Golf Road, Suite 0700, Des Plaines, Illinois 60016 and shall include the following information: ordering municipality, date of order, date of delivery, item descriptions, total quantity delivered, item price (including mark-up and applicable taxes), total order extended price, and total volume for the quarter.

*DuPage Mayors &
Managers Conference*
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quimell
Phone: (630) 571-0480
Fax: (630) 571-0484

*Northwest Municipal
Conference*
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

*South Suburban Mayors
And Managers Association*
1904 West 174th Street
East Hazel Crest, IL 60429
Ed Paesel
Phone: (708) 206-1155
Fax: (708) 206-1133

*Will County
Governmental League*
3180 Theodore Street, Suite 101
Joliet, IL 60435
Cherie Belom
Phone: (815) 729-3535
Fax: (815) 729-3536

The SPC looks forward to a productive year working with Gas Depot, Morton Grove, IL. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,



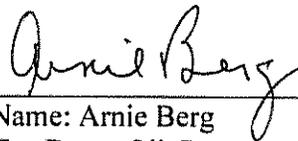
Ellen Dayan, CPPB
Program Manager for Purchasing
Northwest Municipal Conference



06/21/2016

Name: Ellen Dayan
Northwest Municipal Conference

Date



6/21/16

Name: Arnie Berg
Gas Depot Oil Company

Date

**DuPage Mayors &
Managers Conference**
1220 Oak Brook Road
Oak Brook, IL 60523
Suzette Quintell
Phone: (630) 571-0480
Fax: (630) 571-0484

**Northwest Municipal
Conference**
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (847) 296-9200
Fax: (847) 296-9207

**South Suburban Mayors
And Managers Association**
1904 West 174th Street
East Hazel Crest, IL 60429
Ed Paesel
Phone: (708) 206-1155
Fax: (708) 206-1133

**Will County
Governmental League**
3180 Theodore Street, Suite 101
Joliet, IL 60435
Cherie Belom
Phone: (815) 729-3535
Fax: (815) 729-3536

**SPC FUEL CONTRACT #159 BID PRICES EFFECTIVE JULY 5, 2016
GAS DEPOT OIL COMPANY**

Based on OPIS Low Chicago published price per gallon dated May 16, 2016 plus or minus the bidder's profit/overhead ("contractor mark-up"). Unit and/or extended prices will include freight, shipping, handling charge

Item	Price per Gallon	Unit Price
01 87 Octane-Deliveries <6,000 gallons		
Opis Index Low Rack	\$ 1.6465	
Profit/Overhead	\$ 0.0835	
Total Cost/gallon (Net Taxes)	\$ 1.7300	\$ 1.7300
02 87 Octane-Deliveries >6,000 gallons		
Opis Index Low Rack	\$ 1.6465	
Profit/Overhead	\$ 0.0335	
Total Cost/gallon (Net Taxes)	\$ 1.6800	\$ 1.6800
03 89 Octane-Deliveries <6,000 gallons		
Opis Index Low Rack	\$ 1.7875	
Profit/Overhead	\$ 0.0785	
Total Cost/gallon (Net Taxes)	\$ 1.8660	\$ 1.8660
04 89 Octane-Deliveries >6,000 gallons		
Opis Index Low Rack	\$ 1.7875	
Profit/Overhead	\$ 0.0285	
Total Cost/gallon (Net Taxes)	\$ 1.8160	\$ 1.8160
05 92 Octane-Deliveries <6,000 gallons		
Opis Index Low Rack	\$ 2.0475	
Profit/Overhead	\$ 0.0765	
Total Cost/gallon (Net Taxes)	\$ 2.1240	\$ 2.1240
06 92 Octane-Deliveries >6,000 gallons		
Opis Index Low Rack	\$ 2.0475	
Profit/Overhead	\$ 0.0265	
Total Cost/gallon (Net Taxes)	\$ 2.0740	\$ 2.0740
07 Grade #2 Diesel Fuel-Deliveries <6,000 gallons		
Opis Index Low Rack	\$ 1.4575	
Profit/Overhead	\$ 0.0935	
Total Cost/gallon (Net Taxes)	\$ 1.5510	\$ 1.5510

**SPC FUEL CONTRACT #159 BID PRICES EFFECTIVE JULY 5, 2016
GAS DEPOT OIL COMPANY**

Based on OPIS Low Chicago published price per gallon dated May 16, 2016 plus or minus the bidder's profit/overhead ("contractor mark-up"). Unit and/or extended prices will include freight, shipping, handling charge

Item	Price per Gallon	Unit Price
08 Grade #2 Diesel Fuel-Deliveries >6,000 gallons		
Opis Index Low Rack	\$ 1.4575	
Profit/Overhead	\$ 0.0435	
Total Cost/gallon (Net Taxes)	\$ 1.5010	\$ 1.5010
09 Winter Mixture, 30% & 70% Grad Deliveries <6,000 gallons		
Opis Index Low Rack	\$ 1.6209	
Profit/Overhead	\$ 0.0935	
Total Cost/gallon (Net Taxes)	\$ 1.7144	\$ 1.7144
10 Winter Mixture, 30% & 70% Grad Deliveries >6,000 gallons		
Opis Index Low Rack	\$ 1.6209	
Profit/Overhead	\$ 0.0435	
Total Cost/gallon (Net Taxes)	\$ 1.6644	\$ 1.6644
11 Grade #1 Diesel Fuel-Deliveries <6,000 gallons		
Opis Index Low Rack	\$ 2.0020	
Profit/Overhead	\$ 0.0935	
Total Cost/gallon (Net Taxes)	\$ 2.0955	\$ 2.0955
12 Grade #1 Diesel Fuel-Deliveries >6,000 gallons		
Opis Index Low Rack	\$ 2.0020	
Profit/Overhead	\$ 0.0435	
Total Cost/gallon (Net Taxes)	\$ 2.0455	\$ 2.0455
13 E75 Ethanol-Deliveries <6,000 gallons (Quote as needed)		
Opis Index Low Rack		
Profit/Overhead		
Total Cost/gallon (Net Taxes)		
14 E75 Ethanol-Deliveries >6,000 gallons (Quote as needed)		
Opis Index Low Rack		
Profit/Overhead		
Total Cost/gallon (Net Taxes)		

**SPC FUEL CONTRACT #159 BID PRICES EFFECTIVE JULY 5, 2016
GAS DEPOT OIL COMPANY**

Based on OPIS Low Chicago published price per gallon dated May 16, 2016 plus or minus the bidder's profit/overhead ("contractor mark-up"). Unit and/or extended prices will include freight, shipping, handling charge

Item	Price per Gallon	Unit Price
15 E85 Ethanol-Deliveries <6,000 gallons		
Opis Index Low Rack	\$ 1.3750	
Profit/Overhead	\$ 0.0865	
Total Cost/gallon (Net Taxes)	\$ 1.4615	\$ 1.4615
16 E85 Ethanol-Deliveries >6,000 gallons		
Opis Index Low Rack	\$ 1.3750	
Profit/Overhead	\$ 0.0365	
Total Cost/gallon (Net Taxes)	\$ 1.4115	\$ 1.4115
17 B20 Bio Diesel Fuel Deliveries <6,000 gallons		
Opis Index Low Rack	\$ 1.4555	
Profit/Overhead	\$ 0.0835	
Total Cost/gallon (Net Taxes)	\$ 1.5390	\$ 1.5390
18 B20 Bio Diesel Fuel Deliveries >6,000 gallons		
Opis Index Low Rack	\$ 1.4555	
Profit/Overhead	\$ 0.0335	
Total Cost/gallon (Net Taxes)	\$ 1.4890	\$ 1.4890

Unit and/or extended prices will include freight, shipping, handling charge

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: July 18, 2016

TITLE OF ITEM SUBMITTED: Resolution Approving a Three Year Not-to-Exceed Contract with Holiday Creations for Holiday Lights Installation, Maintenance and Removal

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution approving a contract with Holiday Creations for holiday lights purchase, installation, maintenance and removal. Lights will be installed on trees and shrubs/ornamentals at Village properties, including pocket parks.

BUDGET²: Included in the 2016 budget.

BIDDING³: Bids were advertised on June 14, 2016. Four (4) bids were received and opened on June 24, 2016.

EXHIBIT(S) ATTACHED: Memo, Bid Tabulations, Resolution, Contract Document

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: Village Manager

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

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

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



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: Mark Janeck, Director of Public Works
DATE: July 14, 2016
SUBJECT: Holiday Lights Contract

EXECUTIVE SUMMARY

Staff recommends entering into a not-to-exceed three (3) year Contract with Holiday Creations (“HC”) that includes purchase, installation, maintenance and removal of holiday lights on trees and shrubs at municipal properties.

During the fall and winter of 2015/16, Village staff carefully considered different alternatives for the annual holiday light program, including changes to overall appearance and installation by municipal personnel. An important reason for this consideration was a long-term view into new ways to increase efficiency while continuing to accomplish necessary core services without new hiring. Each year, approximately 2,000 hours of Public Works personnel time are spent purchasing, installing, maintaining, and removing seasonal lights; the Village also assumes the accompanying personnel liability risks associated with this task.

The proposed contract reflects a new approach that transfers the bulk of our municipal holiday lighting responsibilities to an outside contractor, enabling the limited number of Public Works personnel to accomplish other, more pertinent core-service tasks that can be and have been delayed for varying periods of time. Public Works is currently responsible for holiday lighting responsibilities at all Village-owned properties, and as the number of seasonal lights to be installed has increased, the responsibilities of Public Works personnel have been altered to the extent that some readjustment to how services are provided—in this case specific to holiday lighting—is necessary in order to continue the expected high level of service the community relies upon. To achieve this objective financially and from a personnel perspective, Public Works is recommending that the Board approve the attached contract to allow HC to complete virtually all holiday lighting responsibilities. This includes installation, removal and maintenance of approximately 350,000 lights on Village properties and street medians, as well as being on call to reset electrical problems associated with GFCI outlets within the landscape when necessary.

Annual municipal expenditures for holiday lighting total approximately \$125,000 per year, and included lighting installation, removal, and equipment costs. The proposed contract will allow the Village to transition from incandescent to LED lights, substantially reducing electrical use and the need to maintain and purchase incandescent lights every year.

The cost savings differential between Village costs and this contract over a three (3) year period (\$200,000) is partially explained by Illinois Department of Labor (IDOL) regulations that allow the subject work to be accomplished with non-prevailing wages. HC will purchase 350,000 new LED holiday lights in the first year of the contract, with expected reuse of the LED lights for a period of 8–12 years. Replacement of defective light strings will be the responsibility of HC during the first three (3) years. Public Works personnel will continue to install and remove holiday lights at locations such as the Metra station, inside of Village Hall, and other detail locations. The material purchase cost of these extra lights for Public Works to install is \$2,430, and is separate from this contract but also attached and being requested for purchase at this time.

A public bid was advertised on June 14 for Holiday Lights Installation, Maintenance and Removal, with four (4) bids opened on June 24 from qualified bidders, tabulation attached. HC was the lowest responsible bidder for both options, with pricing as follows: Year 1, \$93,379.60; Year 2, \$38,742.60; Year 3, \$38,742.60 for a 3 year total cost of \$170,864.80. The Contract also includes two (2) additional renewal years at the option of the Village. Public Works recommends approval of the attached three (3) year holiday lights contract with HC, an approval that will increase efficiencies in the Public Works department. HC has been in business since 1990, currently has over 850 municipal and private customers, and appears qualified to perform all the duties required in the contract. Funding for holiday lighting services will be derived from various accounts within the approved FY 2016 Public Works budget, including seasonal employees, special events, and building services.

With your concurrence, please include this item on the Monday, July 18, 2016, Board meeting agenda.

RESOLUTION NO. 16 - _____

**RESOLUTION APPROVING A THREE YEAR NOT-TO-EXCEED CONTRACT
WITH HOLIDAY CREATIONS FOR HOLIDAY LIGHTS INSTALLATION,
MAINTENANCE AND REMOVAL**

WHEREAS, Public Works currently is responsible for the purchase, installation, maintenance and removal of holiday lights on all Village properties, including pocket parks; and

WHEREAS, over the years, the number and size of Village properties have created additional lighting requirements during the holiday season, and subsequently staff responsibilities have increased; and

WHEREAS, contracting holiday lights allows for Public Works personnel to accomplish other more pertinent core service tasks not able to be completed due to other responsibilities such as seasonal lighting work; and

WHEREAS, Public Works published advertisements for bids that included primary and secondary sites, and four (4) sealed bids were received and opened on June 24, 2016; and

WHEREAS, Holiday Creations of Broadview, Illinois, was the lowest qualified, responsible bidder for a three (3) year contract total of \$170,864.80 (Year 1: \$93,379.60; Year 2: \$38,742.60; Year 3: \$38,372.60); and

WHEREAS, the subject contract reflects non-prevailing wages, reduces certain work related liabilities, allows the Village to transition from incandescent to LED lights throughout the Village; and

WHEREAS, in consideration of long term work efficiencies in Public Works, it is in the best interest of the Village to approve a contract with Holiday Creations for holiday lights purchase, installation, maintenance and removal;

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 President is authorized to execute a contract with Holiday Creations from Broadview, IL, for holiday lights installation, maintenance, removal, and purchase of additional LED lights for general use, for a total amount not-to-exceed \$170,864.80.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. 16 - _____ be adopted.

President Argiris _____

Trustee Brady _____

Trustee Krueger _____

Trustee Lang _____

Trustee Papantos _____

Trustee Vito _____

Trustee Vogel _____

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

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

Village of Wheeling
Bid: Holiday Lights Installation, Maintenance and Removal
Bid Opening: Friday, June 24, 2016, 11:00 am
Option A, Option B and Additional Work: Strands

BIDDER:	B& B Holiday (Des Plaines)	Temple Display (Oswego)	Groundskeeper Landscape (Orland Park)	Holiday Creations (Broadview)
Receipt of Addendum 1	x	x	x	x
Receipt of Addendum 2	x	x	x	x
Bid Deposit (required)	x	x	x	x
OPTION A: PRIMARY SITES				
2016	\$ 70,968.00	\$ 144,224.00	\$ 139,810.00	\$ 88,454.00
2017	\$ 70,968.00	\$ 69,216.00	\$ 108,150.00	\$ 36,699.00
2018	\$ 70,968.00	\$ 69,216.00	\$ 108,150.00	\$ 36,699.00
OPTION B: SECONDARY SITES				
2016	\$ 5,482.00	\$ 8,140.00	\$ 7,900.00	\$ 4,925.60
2017	\$ 5,482.00	\$ 3,885.00	\$ 6,290.00	\$ 2,043.60
2018	\$ 5,482.00	\$ 3,885.00	\$ 6,290.00	\$ 2,043.60
ADDITIONAL WORK: STRANDS				
2016	\$ 28.00	\$ 44.00	\$ 24.75	\$ 18.80
2017	\$ 28.00	\$ 44.00	\$ 25.75	\$ 7.80
2018	\$ 28.00	\$ 44.00	\$ 26.75	\$ 7.80

VILLAGE OF WHEELING
HOLIDAY LIGHTS INSTALLATION, MAINTENANCE AND REMOVAL

CONTRACT DOCUMENT

This agreement is made this 23 day of June, 2016 between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (Holiday Creations) hereinafter to as (the "Contractor") and its successors.

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

Installation, maintenance, and removal of seasonal holiday lights on evergreen and deciduous trees and shrubs/ornamentals at specific public property locations per contract.

1. This Contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Specification and Contract Document for Holiday Lights Installation, Maintenance and Removal , consisting of the following:
 - i. Cover Sheet
 - ii. Table of Contents
 - iii. Invitation to Bid on Contract Document Legal Notice
 - ~~iv. Standard General Conditions of the Construction Contract, EJCDC C-700 2007 Edition (as modified)~~
 - v. Specific Terms, Conditions and Instructions ~~and Blue Prints~~
 - vi. Bid Proposal Form
 - vii. Plans and Specifications
 - viii. All issued Addenda
 - ix. Certificate of Eligibility to Enter into Public Contracts
 - ~~x. Required Performance and Payment Bonds~~
 - xi. Required Insurance Certificates
 - xii. All other Modifications issued after the execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the work issued by the Engineer.
 - b. The Contractor's Bid Proposal Dated
 - 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 \$ based on payment terms 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 by the second Saturday (for installation) and January 15 (for removal) from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5. ~~Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.~~
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.
9. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Wheeling, Illinois by, Village President, and the Contractor have hereunto set their hands this 23 day of June, 2016.

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



Accepted this 23 day of June, 2016.

Individual or Partnership _____ Corporation X


Derek Norwood President
By _____ Position/Title


Scott Bishop Vice President
By _____ Position/Title

Holiday Creations
Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this _____ day of _____, 2016.

Dean S. Argiris
Village President

Attest:

Elaine Simpson
Village Clerk





HOLIDAY CREATIONS LLC, Inc.
 Creating Memories With Lights

2030 Parkes Dr.
 Broadview IL. 60155
 Office: 708-223-8506
 Fax: 708-223-8847
 www.hclights.com

Holiday Lighting Proposal

VILLAGE OF WHEELING

ITEM:	CODE:	QUANTITY:	TOTAL:		
LED 5mm cool white. 3" spacing	LED ml-70 cool	114	\$ 1,254.00	PRODUCT:	\$ 2,430.00
Pure white LED icicle 12' section	LED Icicle pure	28	\$ 1,176.00	LABOR:	\$ -
—				TAKE DOWN:	\$ -
—					\$ -
—					
—					
—					
—					
—					
—					
—					
—				TOTAL:	\$ 2,430.00

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Customer understands that product is special ordered per each job and is non-returnable. Signing this contract, customer agrees not to cancell any purchase of product at anytime unless agreed upon by Holiday Creations.

Date of acceptance: _____ **signature:** _____

IMPORTANT INFORMATION, PLEASE READ CAREFULLY:
 Please report all service calls between November 1st thru January 5th to our office at 708-223-8506. You may also report service calls thru our website at www.hcplights.com. Simply go to the current customer section and report a service call. We will normally respond within 24 hours for all service calls and we guarantee a response within 48 hours. If you would like a late takedown please request that at our office between December 15th and January 1st. We will start takedown on January 2nd and we will finish by February 1st. You may not recieve notification as to the time of takedown. So please be prepared to have your system removed anytime in the month of January. If you are done using your lights and we have not been there to take them down, simply unplug them at the outlets and we will be there before the end of January.

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: July 18, 2016

TITLE OF ITEM SUBMITTED: Resolution Waiving Competitive Bidding and Approving a Three Year Not-to-Exceed Contract with Artistic Holiday Designs, LLC for Streetlight Decorations

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution approving a contract with Artistic Holiday Designs for the purchase of seventy-two (72) holiday streetlight decorations. Decorations will be installed on streetlights along Milwaukee Avenue and Dundee Road.

BUDGET²: Included in the 2016 budget.

BIDDING³: Waiver of competitive bidding is requested.

EXHIBIT(S) ATTACHED: Memorandum, Streetlight Decoration Pictures, Resolution, Contract Document

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: Village Manager

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

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

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



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: Mark Janeck, Director of Public Works
DATE: July 14, 2016
SUBJECT: Proposed Purchase of Streetlight Decorations

EXECUTIVE SUMMARY

Staff proposes purchasing seventy-two (72) new LED streetlight decorations from Artistic Holiday Designs, LLC (“Artistic”) to replace existing decorations. This purchase is intended to upgrade the appearance and character of certain municipal streets during the holiday season and to improve operational efficiency within the department.

Village staff has reviewed the planned addition of numerous streetlights along major streets and is proposing an upgrade to our streetscape. The general design idea for these streets is to focus placement of banners, flower baskets, and holiday streetlight decorations at focal intersections and the approaches to these intersections in order to draw interest to those areas, many of which have retail land uses. The proposed streetscape design currently includes intersections on Milwaukee Avenue and on both phases of Dundee Road, a design that takes into consideration land uses, the number of streetlights, important roadway intersections, and personnel and workload in the Street/Forestry Division. At a future Board meeting, Public Works will be proposing the purchase of new, updated banners to replace the existing older, faded versions, as well as a limited number of additional flower baskets to complete the streetscape design scheme.

Last year the Village purchased eight (8) LED streetlight decorations in order to determine whether a general upgrade to existing streetlight decorations should be made a priority. The new decorations were installed at the Milwaukee/Dundee intersection and were well received (see attached photo). The decorations utilize LED “pure” lights, replacing the large snowflakes, soldiers, and wreaths that have been a standard in the Village for many years. This proposed purchase of 72 lighting elements will allow for a total of 80 LED streetlight decorations to be installed on these roadways.

While acceptable for numerous years, the existing Village streetlight decorations have become discolored, worn, and faded after many years of use. The decorations are also extremely heavy and have substantial wind resistance, creating concern that the intrinsic strength of the poles and pole bases could be negatively affected. With approximately 155 new streetlights to be installed on Dundee Road, another fifty (50) planned for installation on Wolf Road and thirty (30) on

Lake Cook Road, Public Works expects that approximately 375 arterial roadway streetlights will exist in the Village within five (5) years. It is Public Works' opinion that the existing decorations, specifically the forty (40) snowflakes, five (5) soldiers, and ten (10) wreaths, be designated as surplus and replaced with the proposed new streetlight decorations.

The proposed purchase of seventy-two (72) new decorations is divided between last year's design and a custom design that incorporates the Village's symbolic "wheel" (see attached). The decorations are approximately three (3) meters in length, very light in weight, and have minimal wind resistance. The LED lights used in the decorations will match the lights being proposed on trees and shrubs within the Village, and are expected to be used for the next 8–10 years before being replaced. The purchase of the proposed decorations is suggested to be made as part of a three (3) year contract under which all decorations are received in 2016 with payments extending out until 2018, as follows: Year 1, \$20,739.44; Year 2, \$18,639.44; Year 3, \$18,639.44, for a three-year total cost of \$58,018.32. For this year, funding for the decorations will be derived from various accounts within the approved FY 2016 Public Works budget, including seasonal employees, special events, and building services. Staff will allocate funds for the remaining years in respective fiscal year budgets.

Public Works believes that this contract is in the best interest of the Village. We recommend waiving competitive bidding and approving the subject contract, on a three-year payment plan, with Artistic Holiday Designs, LLC of Broadview, Illinois, for provision of additional streetlight decorations. Artistic has over thirty (30) years of experience in holiday lighting and design, and has supplied the Village with unique streetlight decorations in the past. They are affiliated with Holiday Creations, a company that recently was the lowest qualified bidder for the overall holiday lights installation/removal contract for the Village.

Please contact me with any questions.

RESOLUTION NO. 16 - _____

RESOLUTION WAIVING COMPETITIVE BIDDING AND APPROVING A THREE YEAR NOT-TO-EXCEED CONTRACT WITH ARTISTIC HOLIDAY DESIGNS, LLC FOR STREETLIGHT DECORATIONS

WHEREAS, Public Works currently is responsible for the purchase, installation, maintenance and removal of holiday lights on all Village properties, including streetlights; and

WHEREAS, over the years, the existing holiday streetlight decorations have become worn and faded; and

WHEREAS, the existing streetlight decorations are extremely heavy, have substantial wind resistance properties, and create concerns for structural fatigue within the existing streetlight poles and bases; and

WHEREAS, Public Works will benefit from less cumbersome decorations during the installation process, improving work product efficiencies; and

WHEREAS, Artistic Holiday Designs, LLC of Broadview, IL previously supplied the Village with unique streetlight decorations and has been chosen to supply additional custom streetlight decorations under a non-competitive bid request that has resulted in a proposed three (3) year contract total of \$58,018.32 (Year 1: \$20,739.44; Year 2: \$18,639.44; Year 3: \$18,639.44; and

WHEREAS, in consideration of previous custom lighting purchases through Artistic Holiday Designs and long term work efficiencies in Public Works, it is in the best interest of the Village to waive competitive bidding and approve a contract with Artistic Holiday Designs, LLC for streetlight decoration purchase;

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 President is authorized to execute a contract with Artistic Holiday Designs, LLC from Broadview, IL, for seventy-two (72) streetlight decoration purchases in a total amount not-to-exceed \$58,018.32.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. 16 - _____ be adopted.

President Argiris _____

Trustee Brady _____

Trustee Papantos _____

Trustee Krueger _____

Trustee Vito _____

Trustee Lang _____

Trustee Vogel _____

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

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

General Terms and Conditions

1. Applicability.

(a) These terms and conditions of sale (these "Terms") are the only terms which govern the sale of the goods ("Goods") by the seller ("Seller") to the buyer ("Buyer"), both of whom are named on the Sales Confirmation, hereto attached. Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) The accompanying confirmation of sale (the "Sales Confirmation," hereto attached) and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms.

2. Delivery.

(a) The goods will be delivered within a reasonable time after the receipt of Buyer's purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods to the location and address stated in the Sales Confirmation (the "Delivery Point") using Seller's standard methods for packaging and shipping such Goods. Buyer shall take delivery when the Goods have been delivered to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date that the Goods have been delivered at the Delivery Point, or if Seller is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Non-delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller's negligence) unless Buyer gives written notice to Seller of the non-delivery within five (5) business days of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Quantity. If Seller delivers to Buyer a quantity of Goods of up to twenty percent (20%) more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

5. Shipping Terms. Seller shall make delivery in accordance with the terms on the face of the Sales Confirmation.

6. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Illinois Uniform Commercial Code.

7. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

8. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within five (5) business days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller's facility located at the address indicated in the Sales Confirmation. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 8(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 8(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price.

(a) Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date that Seller accepts Buyer's purchase order. If the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller and by the payment methods in accordance with the payment terms of the Sales Confirmation.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of one and a half percent (1.5%) interest per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for five (5) business days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

11. Limited Warranty.

(a) Seller warrants to Buyer that for a period of two (2) years from the date of shipment of the Goods ("Warranty Period"), that such Goods will materially conform to the specifications set forth in Seller's published specifications in effect as of the date of shipment under the corresponding Individual Transaction.]

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; [OR] (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 11(a). For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller within five (5) business days of the time when Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.]

(e) The Seller shall not be liable for a breach of the warranty set forth in Section 11(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 11(d) and Section 11(e) above, with respect to any such Goods during the Warranty Period, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) THE REMEDIES SET FORTH IN SECTION 11(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(A).

12. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

(c) The limitation of liability set forth in Section 12(b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

13. Insurance. During the term of this Agreement, Buyer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000.00 per occurrence/\$2,000,000.00 general aggregate/\$1,000,000.00 products with financially sound and reputable insurers. Upon Seller's request, Buyer shall provide Seller with a certificate of insurance from Buyer's insurer evidencing the insurance coverage specified in these Terms.

14. Installation. Buyer acknowledges and understands that Sales Confirmation and these terms only covers the purchase of the goods as stated in the Sales Confirmation. Seller makes no representation, warranty or promise to provide any installation services for the goods under these Terms, unless otherwise stated in a separate agreement, signed by both parties and hereto incorporated.

15. Electrical Product Certification. Buyer understands and acknowledges that all goods under these Terms will be certified by either the Canadian Standards Association (CSA) or the Underwriters Laboratories (UL), and Seller does not make any representation, warranties or guarantee as to which certification, CSA or UL, any good will have. Buyer further agrees and acknowledges that by submitting a Purchase Order it has accepted to receive goods with either certification.

16. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. [Buyer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.]

17. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for five (5) business days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

18. Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

20. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

21. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

22. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

23. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

24. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.

25. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Illinois in each case located in the City of Chicago and County of Cook, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

26. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

27. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

28. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this order including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction and Survival.

Date of acceptance:

Signature:



Welcome
FRIENDSHIP
PARK
VILLAGE OF
WHEELING





Welcome
FRIENDSHIP
PARK
HEARD BY
WHEELING

VILLAGE OF WHEELING LEGISLATIVE COVER MEMORANDUM

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

DATE OF BOARD MEETING: July 18, 2016

TITLE OF ITEM SUBMITTED: Resolution Accepting a Proposal from Baxter & Woodman, Inc. for Design Engineering Services for Sidewalk Modifications to the Existing Northgate Parkway Bridge Structure.

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM¹: A resolution seeking approval of a not-to-exceed \$27,000 proposal from Baxter & Woodman, Inc. to survey, design and prepare construction documents for a sidewalk on the west side of the existing Northgate Parkway bridge structure.

BUDGET²: TIF Funds.

BIDDING³: Not required for professional services.

EXHIBIT(S) ATTACHED: Memo, Resolution, Proposal

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: Village Manager

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

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

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



MEMORANDUM

TO: Jon A. Sfondilis, Village Manager
FROM: Mark Janeck, Director of Public Works
DATE: July 13, 2016
SUBJECT: Professional Services Agreement with Baxter & Woodman, Inc.
Northgate Parkway Bridge Sidewalk Modifications

EXECUTIVE SUMMARY

Staff is seeking approval of a not-to-exceed \$27,000 proposal from Baxter & Woodman, Inc. (“BW”) for consulting design services for the construction of a sidewalk on the west side of the existing Northgate Parkway Bridge structure.

As part of the ongoing development at the Northgate Crossings, the Village is proposing to install a new pedestrian sidewalk on the west side of Northgate Parkway from Dundee Road north, including a sidewalk on the existing bridge structure over the Buffalo Creek. Currently there is a raised sidewalk on the eastern side of the bridge, but there is no similar type structure on the west side. The developers of Northgate Crossings have constructed a sidewalk from their development south to the existing bridge.

The proposed sidewalk design for the bridge shall be in accordance with typical IDOT Design Standards and will be consistent in appearance with the existing sidewalk on the east side of the bridge. The existing bridge wall will require alteration in order to raise it in height, commensurate with the new sidewalk which will be raised above the level of the existing bridge deck. No bridge widening will be required for the proposed sidewalk; however, some vehicle traffic impact could result from this work given the number of traffic back-ups that occur on this section of roadway daily. Most of the area taken by the proposed sidewalk is in fact already legally off limits to vehicles and designated as such by yellow striping.

BW proposes to survey, design and prepare plans and specifications for this sidewalk in an amount not-to-exceed \$27,000. In 2013, staff requested RFP responses for design of a sidewalk at this location; proposed costs at that time were between \$30,500 and \$36,600. BW currently performs all inspections of Village bridges, previously provided design and construction supervision of repairs to the subject bridge in 2013, and has the confidence of Public Works personnel to perform the necessary design engineering services for this project.

With your concurrence, please include this item on the July 18, 2016 Board meeting agenda.

RESOLUTION NO. 16 - _____

RESOLUTION ACCEPTING A PROPOSAL FROM BAXTER & WOODMAN, INC. FOR DESIGN ENGINEERING SERVICES FOR SIDEWALK MODIFICATIONS TO THE EXISTING NORTHGATE PARKWAY BRIDGE STRUCTURE

WHEREAS, as part of the ongoing development at the Northgate Crossings, the Village will install new pedestrian sidewalk on the west side of Northgate Parkway from Dundee north, including a sidewalk on the existing bridge structure over the Buffalo Creek; and

WHEREAS, staff has worked with Baxter & Woodman, Inc. on numerous bridge related repairs and had a successful and positive experience, and is confident in their abilities to survey, design and prepare plans and specifications for the described sidewalk improvements; and

WHEREAS, it is determined to be in the best interest of the Village of Wheeling to accept the attached proposal from Baxter & Woodman, Inc. for the consulting services involving the Northgate Parkway Bridge Sidewalk Modifications;

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 \$27,000 not-to-exceed proposal from Baxter & Woodman, Inc. of Crystal Lake, IL for consulting services involving the Northgate Parkway Bridge Sidewalk Modifications is approved in accordance with the proposal dated June 28, 2016.

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

President Argiris _____
Trustee Brady _____
Trustee Vito _____
Trustee Papantos _____

Trustee Krueger _____
Trustee Lang _____
Trustee Vogel _____

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

Dean S. Argiris
Village President

ATTEST:

Elaine E. Simpson
Village Clerk

June 28, 2016

Mr. Jon Tack
Village Engineer
Village of Wheeling
2 Community Boulevard
Wheeling, IL 60090

***Subject: Village of Wheeling – Northgate Parkway Bridge – Sidewalk Modifications
Design Engineering Services***

Dear Mr. Tack,

As part of the ongoing development at the Village's Northgate Crossings, the Village proposes to install new pedestrian sidewalk within the western parkway of Northgate Parkway, including a new pedestrian sidewalk to be added on the western side of the existing bridge structure over the Buffalo Creek. Baxter & Woodman is pleased to provide you with our proposal for design services for the sidewalk modifications to the existing bridge structure. Village funds for construction of this Project will be utilized to facilitate construction in spring 2017.

Project Summary

The Project shall include installation of a new sidewalk along the west side of the Northgate Parkway Bridge as a part of the Northgate Crossings development. The proposed sidewalk design shall be in accordance with the design alternative previously selected by the Village to be consistent with the existing sidewalk on the east side of the existing bridge.

Scope of Services

A detailed scope of services is attached as Exhibit A.

Engineering Fee

The Owner shall pay the Engineer for the services performed or furnished under Exhibit A, based upon the Engineer's standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel, which in total will not exceed \$27,000. A detailed summary of costs is provided in Exhibit B.



Thank you for the opportunity to submit our proposal for this Project. Upon your written authorization to proceed, we will begin working immediately. Please contact me if you should have any questions or need additional information.

The attached Standard Terms and Conditions apply to this proposal. If you find this proposal acceptable, **please sign and return one copy for our files.**

Sincerely,

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

John V. Ambrose, P.E.
President / CEO

Todd L. Hoffman, P.E.
Transportation Dept. Manager

Attachments

VILLAGE OF WHEELING, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

I:\Crystal Lake\WHELV\160596 Northgate Crossings\Design Contract\140350.40 - CommBlvdInt_Proposal.docx

Route: Northgate Parkway Bridge
Local Agency: Wheeling
County: Cook

**NORTHGATE PARKWAY BRIDGE – SIDEWALK MODIFICATIONS
DESIGN ENGINEERING SERVICES
VILLAGE OF WHEELING**

**EXHIBIT A
SCOPE OF SERVICES**

LOCATION:

This Project is located at the bridge carrying Northgate Parkway over Buffalo Creek (Structure No. 016-8212) in the Village of Wheeling.

PROJECT UNDERSTANDING:

The Project shall include installation of a new sidewalk along the west side of the Northgate Parkway bridge as a part of the Northgate Crossings development, in the locations shown in preliminary plans provided to the Village by Kinzie Builders. The limits of the sidewalk improvements within this project shall be approximately 160 feet north and south of the existing bridge. Improvements beyond these limits shall be completed by the developer under separate plans prepared by the Developer and approved by the Village.

The proposed sidewalk design on the existing bridge structure shall be in accordance with the design alternative previously selected by the Village to be consistent with the existing sidewalk on the east side of the existing bridge. The existing parapet wall will require modification and the proposed sidewalk shall added to the existing structure. There will be no bridge widening required for or included within this work.

The work included in the Project consists of preparing all design drawings, specifications, and estimates necessary to complete contract documents for the sidewalk installation on the west side of the existing bridge structure and the bridge approaches. The project design completed under this work order shall be constructed by the developer's contractor. A formal project bidding will not be completed.

The proposed sidewalk improvements shall be designed and constructed utilizing Village monies. No federal or IDOT monies shall be used, and no coordination with IDOT is required or included within this work. Sidewalk installation work at Dundee Road (IL Route 68) is not included within this work and shall be completed under separate plans previously completed by the developer.

SCOPE OF SERVICES:

1. MANAGE PROJECT
 - Plan, schedule, and control the activities that must be performed to complete the Project including budget, schedule, and scope. Coordinate with Village and project

team to incorporate Village goals into final Project. Prepare and submit monthly invoices, and provide regular updates to the Village.

2. DATA COLLECTION

- *Topographic Survey:* Perform topographic survey within the project limits. The limits of the survey will include the existing bridge (pavement, sidewalk, pavement markings, curb, and parapet walls) and Northgate Parkway (edge of pavement, centerline, curb & gutter, pavement markings, and western parkway) 200 feet north and south of the existing bridge structure. State plane coordinates and NAVD 88 will be used for horizontal and vertical controls.
- *Photos:* Collect photographs along the project route to assist with design drawings and exhibits.
- *Data Collection :* Obtain, review, and evaluate the following information provided by the Village for use in design:
 - Developer Plans and CADD Files
 - Utility Maps
 - Existing Structure and Roadway plans
- *Utility Coordination:* Initiate utility coordination by contacting utility companies that have facilities along the project limits and requesting utility atlas maps. Submit pre-final plans to utility companies so conflicts and relocation efforts can be identified. Coordinate utility relocation for conflicts within public right-of-way.

3. MEETINGS

- *Meetings:* The following meetings are anticipated for this Project:
 - Village (1) (Pre-final)

4. PLANS, SPECIFICATIONS, AND ESTIMATE OF COST

- *Estimate of Cost:* Prepare summary of quantities and an engineer's estimate of cost.
- *Specifications:* Prepare special provisions in accordance with Village guidelines to specify items not covered by the Standard IDOT Specifications for Road and Bridge Construction.
- *Sidewalk Design:* Prepare sidewalk plan sheet for sidewalk design including improvement limits, curb and gutter and sidewalk improvements, utility structure adjustments, guardrail (if necessary) and erosion control, pavement markings.
- *Drainage and Utilities Design:* The existing deck drains on the west side of the existing bridge structure will be impacted by the Village's selected design alternative. B&W will evaluate drainage conditions on the western section of the bridge structure and

provide recommendations to the Village. Include any necessary drainage improvements within the design plans.

- *Maintenance of Traffic and Construction Staging:* Traffic is anticipated to be maintained along the route at all times. Update construction staging notes and typical sections to maintain local traffic flow through the construction zone. Detailed Maintenance of Traffic plan view drawings are not included.
- *Detailed Drawings:* Prepare required plan sheets required for bidding including: Cover, General Notes, and Typical Sections.
- *Structure Plans:* Prepare detailed structure plans, including necessary structural calculations. Anticipated details include:
 - Parapet Modification (remove portions of existing parapet as needed, provide concrete extension)
 - Bridge Railing
 - Sidewalk Installation (plug existing deck drains, dowel into existing structure, reinforcement and concrete details)
 - Transition Details (approach slab & curb modifications)
 - Quantity Calculations
- *QA/QC* - Perform in-house peer and milestone reviews by senior staff. Provide ongoing reviews of permitting and utility coordination efforts.
- The following items are **not included** within the scope of this project:
 - Permitting – Any permitting for this work would be included in permits previously secured by the Northgate Crossing development.
 - Compensatory storage calculations shall not be included. Any minor fill resulting from the proposed sidewalk shall be compensated for by the adjacent development.
 - Environmental Studies (ESR, Special Waste Screening, Wetlands etc.) – Environmental studies, including soil analysis, completed by the adjacent development should include this area. The proposed sidewalk will not impact existing trees or wetlands. Any excavated materials also should be re-used on site or within the adjacent development. If needed additional analysis can be completed as additional scope.
 - EcoCAT, NPDES, SWPPP, IEPA: The excavated area for sidewalk improvements shall be less than 1.0 acre and thus this project will not require these items. This information shall be required for the adjacent development improvements. The sidewalk limits should be included within the developer’s permits.
 - Project Bidding Assistance
 - Construction administration and inspection

- **Deliverables:** The following is a list of anticipated final deliverables to the Village for this Project:
 - *Electronic DGN, Geopak, Digital Photos, and GIS files used in project development including Plans, Survey, and Exhibits.*
 - *Electronic Record of Design files including agency correspondence, Plans, Specifications, Estimates, Exhibits, and related electronic submittals in **PDF** format. Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.*

I:\Crystal Lake\WHELV\160596 Northgate Crossings\Design Contract\Exhibit A.doc

**NORTHGATE PARKWAY BRIDGE – SIDEWALK MODIFICATIONS
DESIGN ENGINEERING SERVICES
VILLAGE OF WHEELING**

**EXHIBIT B
MANHOUR AND FEE ESTIMATE**

No.	Scope Item	Employee Type	Rate/Hr	Hrs.	Total
1	MANAGE PROJECT	PROJECT MANAGER	\$140.00	8	\$1,120.00
2	DATA COLLECTION	PROJECT ENGINEER	\$85.00	5	\$425.00
		SURVEY	\$95.00	30	\$2,850.00
		CAD	\$105.00	15	\$1,575.00
3	MEETINGS	PROJECT MANAGER	\$140.00	4	\$560.00
		STRUCTURAL ENGINEER	\$160.00	4	\$640.00
4	PLANS, SPECIFICATIONS, AND ESTIMATE OF COST	PROJECT MANAGER	\$140.00	8	\$1,120.00
		PROJECT ENGINEER	\$85.00	56	\$4,760.00
		STRUCTURAL ENGINEER	\$160.00	56	\$8,960.00
		CAD	\$105.00	40	\$4,200.00
		SR STRUCTURAL ENGINEER	\$170.00	4	\$680.00
5	DIRECT EXPENSES (POSTAGE/TRAVEL)				\$110.00
	TOTAL:				\$27,000.00

STANDARD TERMS AND CONDITIONS

Agreement - These Standard Terms and Conditions, together with the letter proposal, constitute the entire integrated agreement between the Owner and Baxter & Woodman, Inc. (BW) and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

Owner's Responsibility - Provide BW with all criteria and full information for the Project. BW will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractor, specialty contractors, manufacturers, suppliers and publishers of technical standards without independently verifying that information. The Owner warrants that all known hazardous materials on or beneath the site have been identified to BW. BW and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BW is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner or force majeure, BW's work shall be extended and the rates and amounts of BW's compensation shall be equitably adjusted in writing executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitute BW's estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be made by all parties. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BW invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act.

Opinion of Probable Construction Costs - BW's opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BW has no control over construction costs of contractor's methods of determining prices, or over competitive bidding, of market conditions. BW cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BW's opinion of probable construction costs.

Standards of Performance - (1) The standard of care for all services performed or furnished by BW, will be completed with the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BW makes no guarantees or warranties, express or implied, in connection with its services; (2) BW shall be responsible for the technical accuracy of its services and documents; (3) BW shall use reasonable care to comply with all applicable laws and regulations and Owner-mandated standards; (4) BW may employ such sub-consultants as BW deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BW shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work; (6) BW neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents; (7) Engineer is not acting as a municipal advisor as defined by the Dodd-Frank Act. Engineer shall not provide advice or have any responsibility for municipal financial products or securities. (8) BW is not responsible for the acts or omissions of any contractor, subcontractor, or supplier, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work; (9) Shop drawing and submittal review by BW shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the Project work they are generally consistent with the construction documents. Owner agrees that the contractor is solely responsible for the submissions (regardless of the format in which provided, i.e. hard copy or electronic transmission) and for compliance with the construction documents. Owner further agrees that BW's review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend to safety programs or precautions. BW's consideration of a component does not constitute acceptance of the assembled item; (10) BW's site observation during construction shall be at the times agreed upon in the Project scope. Through standard, reasonable means, BW will become generally familiar with observable completed work. If BW observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner for them to address.

Insurance - BW will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker's Compensation:	Statutory Limits	Excess Umbrella Liability:	\$5 million per claim and aggregate
General Liability:	\$1 million per claim	Professional Liability:	\$5 million per claim
	\$2 million aggregate		\$5 million aggregate
Automobile Liability:	\$1 million combined single limit		

BW's liability under this Agreement, based on any theory of liability or for any cause of action, shall not exceed the total amount of BW's contract amount for the project. Any claim against BW arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BW's directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver - (1) To the fullest extent permitted by law, BW shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages arising out of or relating to the Project, provided that such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of BW or its officers, directors, employees, agents, or consultants; (2) Owner shall indemnify and hold harmless BW and its officers, directors, employees, agents and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death of to injury or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or its officers, directors, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project; (3) To the fullest extent permitted by law, Owner and BW waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project; (4) In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the ENGINEER and OWNER, they shall be borne by each party in proportion to its negligence; (5) The Owner acknowledges that BW is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BW agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to perform with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be an opportunity for the Parties to meet. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents. Owner shall be liable for, and promptly pay for all services and reimbursable expenses rendered to the date of suspension/termination of services.

Use of Documents - BW documents are instruments of service and BW retains ownership and property interest (including copyright and right of reuse). Client shall not rely on such documents unless in printed form, signed or sealed by BW or its consultant. Electronic format of BW's design documents may differ from the printed version and BW bears no liability for errors, omissions or discrepancies. Reuse of BW's design documents is prohibited and Client shall defend and indemnify BW from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. BW's document retention policy will be followed upon Project closeout, and project documents will be kept for a period of 14 years after Project closeout.

Successors, Assigns, and Beneficiaries - Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or BW to any third party, including any lender, Contractor, Contractor's subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Client and BW and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between them for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. If mediation is unsuccessful, litigation in the county where the Project is pending shall be pursued.

Miscellaneous Provisions - (1) This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located. (2) All notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason; (4) Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BW, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close to expressing the intention of the stricken provision; (5) A party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended.