

PUBLIC NOTICE

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

**THE SPECIAL MEETING OF THE LIQUOR CONTROL COMMISSION
WILL BE HELD ON MONDAY, AUGUST 22, 2016 AT 6:30 P.M.
IN THE BOARD ROOM, WHEELING VILLAGE HALL,
2 COMMUNITY BOULEVARD, WHEELING ILLINOIS
CHAIRPERSON DEAN S. ARGIRIS PRESIDING**

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL FOR ATTENDANCE**
- 4. IN CONSIDERATION OF A CLASS I LIQUOR LICENSE**

Wheeling Helping Hands

For an event to be held at Market Square Restaurant on September 9 and 10, 2016

- 5. 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.***

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

THE SPECIAL MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING
WILL BE HELD ON MONDAY, AUGUST 22, 2016
IMMEDIATELY FOLLOWING THE SPECIAL MEETING OF THE LIQUOR CONTROL COMMISSION
IN THE BOARD ROOM, WHEELING VILLAGE HALL,
2 COMMUNITY BOULEVARD, WHEELING, ILLINOIS
VILLAGE PRESIDENT DEAN S. ARGIRIS PRESIDING

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

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL FOR ATTENDANCE**
4. **APPROVAL OF MINUTES** Joint Workshop Meeting of June 9, 2016
5. **CHANGES TO THE AGENDA**

6. **PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**

Proclamation: [National Senior Center Month – September 2016](#)
Life Saving Awards: Officer Bulanda, Officer Martorano, and Sal Dominguez

7. **APPOINTMENTS AND CONFIRMATIONS**

8. **ADMINISTRATION OF OATHS**

9. **CITIZEN CONCERNS AND COMMENTS**

10. **STAFF REPORTS**

11. **CONSENT AGENDA** NONE

12. **OLD BUSINESS** NONE

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

A. [Ordinance Providing for the Issuance of \\$12,940,000 General Obligation Refunding Bonds, Series 2016, of the Village of Wheeling, Cook and Lake Counties, Illinois, for the Purpose of Refunding Certain Outstanding Bonds of the Village, Providing for the Levy and Collection of a Direct Annual Tax Sufficient for the Payment of the Principal of and Interest on Said Bonds, Pledging Certain Incremental Taxes from a Redevelopment Project Area of the Village to the Payment of Said Bonds, and Authorizing the Sale of Said Bonds to the Purchaser Thereof](#)

B. [Resolution](#) Accepting a bid from Builders Chicago Corporation to Furnish and Install Three (3) Overhead Garage Doors at Fire Station 23 at a Cost Not to Exceed \$16,165.00

C. [PRESENTATION RE: Redesign of Village of Wheeling Website](#)

14. **OFFICIAL COMMUNICATIONS**

15. **APPROVAL OF BILLS** NONE

16. **EXECUTIVE SESSION**

17. **ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED**

18. **ADJOURNMENT**

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

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



PROCLAMATION

Village of Wheeling

NATIONAL SENIOR CENTER MONTH
~ SEPTEMBER 2016 ~

Whereas, older Americans are significant members of our society, investing their wisdom and experience to help enrich and better the lives of younger generations; and

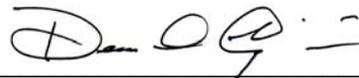
Whereas, for thirty years, the Wheeling Pavilion Senior Center has acted as a catalyst for mobilizing the creativity, energy, vitality, and commitment of the older residents of Wheeling; and

Whereas, through a wide array of services, programs, and activities, the Wheeling Pavilion Senior Center empowers older citizens to contribute to their own health and well-being and the health and well-being of their fellow citizens of all ages; and

Whereas, the Wheeling Pavilion Senior Center affirms the dignity, self-worth, and independence of older persons by facilitating their decisions and actions, tapping their experiences, skills, and knowledge, and enabling their continued contributions to the community;

NOW, THEREFORE, I, DEAN ARGIRIS, President of the Village of Wheeling, do hereby proclaim September 2016 as **National Senior Center Month** in the Village of Wheeling, I congratulate the Wheeling Pavilion Senior Center on its thirty-first anniversary, and I call upon all citizens to recognize both the special contributions of the senior center participants and the special efforts of the staff and volunteers who work every day to enhance the well-being of the older citizens of our community.

DATED at the Village of Wheeling this 22nd day of **August, 2016**.



Dean S. Argiris, Village President

ATTEST:



Elaine E. Simpson, Village Clerk



VILLAGE OF WHEELING

LEGISLATIVE COVER MEMORANDUM

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

DATE OF BOARD MEETING: August 22, 2016

TITLE OF ITEM SUBMITTED: An Ordinance providing for the issuance of approximately \$12,940,000 General Obligation Refunding Bonds, Series 2016, for the purpose of refunding for savings the Village's Tax Increment Revenue Bonds (North Milwaukee/Lake-Cook TIF Project), Series 2005, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, pledging incremental taxes from the North Milwaukee/Lake-Cook TIF to the payment of said Bonds, and authorizing the sale of said bonds to the purchaser thereof.

SUBMITTED BY: Michael Mondschain, Finance Director

BASIC DESCRIPTION OF ITEM¹: As discussed previously, staff recommends that the Village Board approve the attached ordinance authorizing the sale of \$12,940,000 in General Obligation Refunding bonds. The proceeds of the bond sale will be used to refund the Series 2005 TIF Revenue Bonds in order to reduce the Village's interest costs and realize present value savings.

The bonds will be sold the morning of August 22, 2016, and staff will present the results to the Board at that evening's meeting. Please note that the attached ordinance is in draft form, because the results of the bond sale will not be known until August 22nd. The final ordinance will be available following the sale that morning.

BUDGET²: \$12,940,000 in revenue used to refund existing debt.

BIDDING³: Competitive Bidding (Conducted by Speer Financial)

RECOMMENDATION: Staff recommends approval of the ordinance.

SUBMITTED FOR BOARD APPROVAL: VILLAGE MANAGER

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

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

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



TO: Jon Sfondilis, Village Manager

FROM: Michael Mondschain, Director of Finance

DATE: August 18, 2016

SUBJECT: General Obligation Refunding Bonds Series 2016

EXECUTIVE SUMMARY

As discussed at the Village Board meeting on July 25, 2016, the Village intends to sell \$12,940,000 in Series 2016 General Obligation Refunding Bonds on August 22, 2016. The Series 2016 bonds will refund the Series 2005 TIF Revenue Bonds with substantial present value savings. The draft bond ordinance is included for the Board's review.

At the Village Board meeting on July 25, 2016, staff recommended that the Village refund the Series 2005 TIF Revenue Bonds through the issuance of General Obligation (G.O.) Refunding Bonds. The Series 2016 G.O. Refunding bonds are expected to have an interest rate of approximately 1.76% (compared to 6.0% for the Series 2005 bonds) and produce estimated present value savings of \$2.5 million.

At the meeting on July 25th, I mentioned to the Board that the G.O. bonds would not require the Village to pledge the property tax increment from the Lake Cook/Milwaukee TIF District; however, after further discussion with bond counsel and our financial advisor, we concluded that pledging the increment is in the best interests of the Village. As clarified by our advisors, pledging the increment protects the Village by making it clear to the public and the other taxing districts that the funds are earmarked for debt service payments and not available for other purposes. Moreover, there is no downside to doing so, and it has always been our intention to use whatever increment is available to make the debt service payments. For those reasons, the bond ordinance reflects the pledge.

Attached is the draft bond ordinance for the Board's review. The bonds will be sold the morning of August 22, 2016. That evening, staff will provide the Board with the results of the sale and a final bond ordinance for approval.

Please let me know if you have any questions about this item prior to the Board meeting on August 22, 2016.

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of \$12,940,000 General Obligation Refunding Bonds, Series 2016, of the Village of Wheeling, Cook and Lake Counties, Illinois, for the purpose of refunding certain outstanding bonds of the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, pledging certain incremental taxes from a redevelopment project area of the Village to the payment of said Bonds, and authorizing the sale of said bonds to the purchaser thereof.

Adopted by the President and Board of Trustees on the 22nd day of August, 2016.

Published in Pamphlet Form by Authority of the President and Board of Trustees on the 22nd day of August, 2016.

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ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of \$12,940,000 General Obligation Refunding Bonds, Series 2016, of the Village of Wheeling, Cook and Lake Counties, Illinois, for the purpose of refunding certain outstanding bonds of the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, pledging certain incremental taxes from a redevelopment project area of the Village to the payment of said Bonds, and authorizing the sale of said bonds to the purchaser thereof.

PREAMBLES

WHEREAS

A. The Village of Wheeling, Cook and Lake Counties, Illinois (the “*Village*”), by virtue of its population, and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt.

B. Pursuant to the home rule provisions of said Section 6, the Village has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The Village has heretofore issued and there is now outstanding a term bond maturing on January 1, 2025, designated as Tax Increment Revenue Bonds (North Milwaukee/Lake-Cook TIF Project), Series 2005, dated August 25, 2005 (the “*Prior Bonds*”), which is subject to mandatory redemption on January 1 of the years and in the amounts of and bear interest at the rate percent per annum as follows:

YEAR	AMOUNT (\$)	RATE (%)
2017	1,060,000	6.00
2018	1,185,000	6.00
2019	1,295,000	6.00
2020	1,410,000	6.00
2021	1,545,000	6.00
2022	1,690,000	6.00
2023	1,830,000	6.00
2024	2,050,000	6.00
2025 (stated maturity)	2,310,000	6.00

The Prior Bonds are subject to redemption prior to maturity at the option of the Village on and any date from any available moneys, in whole or in part, and if in part, by lot in integral multiples of \$100,000 and in integral multiples of \$5,000 in excess thereof, at the redemption price of par (expressed as a percentage of principal redeemed), as follows, plus accrued interest to the date fixed for redemption.

D. The President and Board of Trustees of the Village (the “Board”) has heretofore and it hereby is advisable and necessary and in the best interests of the Village that the Prior Bonds (being the “Refunded Bonds”) be refunded in advance of maturity (the “Refunding”) in order to accomplish debt service savings.

E. Sufficient funds of the Village are not available to pay currently required costs of the Refunding, and expenses incidental thereto; and it will, therefore, be necessary to borrow money and in evidence thereof issue bonds of the Village in the amount of \$12,940,000 for the purpose of paying the costs of the Refunding.

F. The Village now intends to issue its General Obligation Refunding Bonds, Series 2016 (the “Bonds,” all as are hereinafter more specifically described and defined), in an aggregate amount of \$12,940,000, the proceeds of which will be used to pay costs of the Refunding, such indebtedness to be incurred pursuant to the Act (as hereinafter defined), and

without submitting the question of incurring such indebtedness to the electors of the Village for their approval.

NOW THEREFORE Be It Ordained by the President and Board of Trustees of the Village of Wheeling, Cook and Lake Counties, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

- A. The following words and terms are as defined in the preambles.

Board

Prior Bonds

Refunded Bonds

Refunding

Village

- B. The following words and terms are defined as set forth.

“*Act*” means the Illinois Municipal Code, as supplemented and amended, the Local Government Debt Reform Act, as amended, and the home rule powers of the Village under Section 6 of Article VII of the Illinois Constitution of 1970; and, in the event of conflict between the provisions of said statutes and home rule powers, the home rule powers shall be deemed to supersede.

“*Bond Fund*” means the Bond Fund established and defined in Section 12.A. of this Ordinance.

“*Bond Moneys*” means the Property Taxes and any other moneys deposited into the Bond Fund (including Incremental Property Taxes) and investment income held in the Bond Fund.

“*Bond Register*” means the books of the Village kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“*Bond Registrar*” means Amalgamated Bank of Chicago, Chicago, Illinois, or its successors, in its capacity as bond registrar and paying agent under this Ordinance, or a substituted bond registrar and paying agent as hereinafter provided.

“*Bonds*” means the \$12,940,000 General Obligation Refunding Bonds, Series 2016, authorized to be issued by this Ordinance.

“*Book Entry Form*” means the form of the Bonds as fully registered and available in physical form only to DTC.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Continuing Disclosure Undertaking*” means the undertaking by the Village for the benefit of the Purchaser as authorized in Section 17 of this Ordinance.

“*Counties*” means The Counties of Cook and Lake, Illinois.

“*County Clerks*” means the County Clerks of the Counties.

“*DTC*” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

“*Incremental Property Taxes*” means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Redevelopment Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then

current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the Total Initial Equalized Assessed Value of each such piece of property, all as determined by the County Clerks, in accord with Section 11-74.4-9 of the TIF Act.

“*Ordinance*” means this Ordinance, numbered as set forth on the title page, and passed by the Board on the 22nd day of August, 2016.

“*Property Taxes*” means the ad valorem real property taxes levied to pay the Bonds as described and levied in Section 9 of this Ordinance.

“*Purchase Price*” means the price to be paid to the Village for the Bonds by the Purchaser, to-wit \$_____ (being par, plus \$_____ reoffering premium and minus \$_____ underwriter’s discount), plus accrued interest to the date of delivery, if any.

“*Purchaser*” means the purchaser and underwriter of the Bonds, as selected by being the best bidder or bidders at public sale of the Bonds, namely, _____, _____, _____.

“*Record Date*” means 15th day of the month next preceding any interest payment date.

“*Redevelopment Project Area*” means the North Milwaukee/Lake-Cook Redevelopment Project Area of the Village.

“*Tax-exempt*” means, with respect to the Bonds, the status of interest paid and received thereon as excludable from gross income of the owners thereof for federal income tax purposes and as not included as an item of tax preference in computing the alternative minimum tax for individuals and corporations under the Code, but as taken

into account in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

“*TIF Act*” means the Tax Increment Allocation Redevelopment Act, as amended.

“*Total Initial Equalized Value*” means the total initial equalized assessed value of the taxable real property in the Redevelopment Project Area as determined by the County Clerks, in accordance with Section 11-74.4-9 of the TIF Act.

“*Treasurer*” means the Treasurer of the Village.

C. Definitions also appear in the above preambles or in specific sections, as appearing below. The table of contents preceding and the headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

Section 2. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct and complete and does incorporate them into this Ordinance by this reference.

Section 3. Determination to Issue Bonds. It is necessary and in the best interests of the Village to provide for the Refunding to achieve a net debt service savings, to pay all related costs and expenses incidental thereto, and to borrow money and issue the Bonds for such purposes. It is hereby found and determined that such borrowing of money is necessary for the welfare of the government and affairs of the Village, is for a proper public purpose or purposes and is in the public interest, and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details.

A. For the purpose of providing for the Refunding, there shall be issued and sold the Bonds in the aggregate principal amount of \$12,940,000.

B. The Bonds shall be designated “*General Obligation Refunding Bond, Series 2016*”; be dated the date of issuance thereof (the “*Dated Date*”); and each Bond shall also bear the date of authentication thereof. The Bonds shall be fully registered and in Book Entry Form, shall be in denominations of \$5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), and shall be numbered consecutively in such fashion as shall be determined by the Bond Registrar. The Bonds shall become due and payable serially on December 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

YEAR	AMOUNT (\$)	RATE (%)
2016		
2017		
2018		
2019		
2020		
2021		
2022		

C. Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for. Such interest (computed upon the basis of a 360-day year of twelve 30-day months) shall be payable on June 1 and December 1 of each year for the Bonds, commencing on December 1, 2016. Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date and mailed to the registered owner of the Bond as shown in the Bond Registrar or at such other address furnished in writing by such Registered Owner, or as otherwise may be agreed with DTC for so long as DTC or its nominee is the registered owner as of a given Record Date. The principal of the Bonds shall be

payable in lawful money of the United States of America upon presentation thereof at the office of the Bond Registrar maintained for the purpose or at successor Bond Register or locality.

Section 5. Global Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds as provided in Section 4 hereof, and the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto (“*Cede*”), as nominee of DTC. All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The President, Treasurer and Village Clerk are hereby authorized to execute and deliver on behalf of the Village such letters to or agreements with DTC and the Bond Registrar as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the “*Representation Letter*”).

With respect to the Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the Village and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “*DTC Participant*”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Village and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. The Village and

the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Village's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the Village to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, the name "*Cede*" in this Ordinance shall refer to such new nominee of DTC.

In the event that (i) the Village determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the agreement among the Village, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the Village determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Village shall notify DTC and DTC Participants of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At the time, the Village may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a global book-entry system, as may be acceptable to the Village, or such depository's agent or designee, and if the Village does not

select such alternate global book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

Section 6. Execution; Authentication. The Bonds shall be executed on behalf of the Village by the manual or facsimile signature of its President and attested by the manual or facsimile signature of its Village Clerk, as they may determine, and shall be impressed or imprinted with the corporate seal or facsimile seal of the Village. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form provided, duly executed by the Bond Registrar as authenticating agent of the Village and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 7. Registration and Exchange or Transfer of Bonds; Persons Treated as Owners. The Village shall cause books (the “*Bond Register*”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal office maintained for said purpose of the Bond Registrar in the City of Chicago, Illinois, which is hereby constituted and appointed the registrar of the Village for the Bonds. The Village is authorized to prepare, and the Bond Registrar or such other agent as the Village may designate shall keep custody of, multiple Bond blanks executed by the Village for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the principal office maintained for said purpose of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the Village shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same series and maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date.

The execution by the Village of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however,* that the principal amount of Bonds of each

maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such series and maturity less the amount of such Bonds which have been paid.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Village or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

Section 8. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then the second paragraph of the front side of the Bond and the legend “See Reverse Side for Additional Provisions” shall be omitted and paragraphs on the reverse side of the Bond shall be inserted immediately after the first paragraph on the front side.

[FORM OF BONDS - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
THE COUNTIES OF COOK AND LAKE
VILLAGE OF WHEELING
GENERAL OBLIGATION REFUNDING BOND, SERIES 2016**

See Reverse Side for
Additional Provisions

Interest Rate: _____% Maturity Date: December 1, _____ Dated Date: September 6, 2016 CUSIP:

Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the Village of Wheeling, Cook and Lake Counties, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the “*Village*”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing December 1, 2016, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the offices maintained for that purpose of Amalgamated Bank of Chicago, Chicago, Illinois, as paying agent and bond registrar (the “*Bond Registrar*”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the Village maintained by the Bond Registrar at the close of business on the applicable Record Date. The Record Date shall be

the 15th day of the month next preceding the interest payment date. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar, or as otherwise agreed by the Village and the Bond Registrar for so long as this Bond is held by a qualified securities clearing corporation as depository, or nominee, in Book Entry Form as provided for same.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Village, represented by the Bonds, and including all other indebtedness of the Village, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the Village sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the Village of Wheeling, Cook and Lake Counties, Illinois, by its President and Board of Trustees, has caused this Bond to be executed by the manual or duly

[FORM OF BONDS - REVERSE SIDE]

This bond is one of a series of bonds (the “*Bonds*”) in the aggregate principal amount of \$_____ issued by the Village for the purpose of paying the costs of the Refunding of certain outstanding bonds of the Village, and of paying expenses incidental thereto, all as described and defined in the ordinance of the Village, passed by the President and Board of Trustees on the 22nd day of August, 2016, authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, the Local Government Debt Reform Act, as amended, and as further supplemented and, where necessary, superseded, by the powers of the Village as a home rule unit under the provisions of Section 6 of Article VII of the Illinois Constitution of 1970 (such statutory provisions and home rule powers being the “*Act*”), and with the Ordinance, which has been duly approved by the President, and published, in all respects as by law required.

The principal of and interest on the Bonds are payable from unlimited ad valorem taxes levied on all of the taxable property in the Village sufficient to pay when due all principal of and interest on the Bonds. The Bonds are further secured by a portion of the incremental property taxes derived from the North Milwaukee/Lake-Cook Redevelopment Project Area of the Village if, as and when received.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment.

The Village and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the Village nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Here insert Social Security Number, Employer Identification Number or other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 9. Security for the Bonds; Tax Levy of the Property Taxes; Abatement. The Bonds are a general obligation of the Village, for which the full faith and credit of the Village are irrevocably pledged. The Bonds are payable from the levy of the Property Taxes on all of the taxable property in the Village, without limitation as to rate or amount, and the Village hereby further pledges the Incremental Property Taxes to secure the Bonds, together with the interest thereon. For the purpose of providing funds required to pay the interest on the Bonds promptly

when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the Village, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied upon all of the taxable property within the Village, in addition to all other taxes, the following direct annual taxes:

PROPERTY TAXES

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR SUM OF:	
2016	\$	for interest and principal up to and including December 1, 2017
2017	\$	for interest and principal
2018	\$	for interest and principal
2019	\$	for interest and principal
2020	\$	for interest and principal
2021	\$	for interest and principal

The Bond Moneys in the Bond Fund shall be applied to pay principal of and interest on the Bonds when due. Interest on or principal of the Bonds coming due at any time when there are insufficient funds on hand from the Property Taxes to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the Property Taxes; and when the Property Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The Village covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the Village will take no action or fail to take any action which in any way would adversely affect the ability of the Village to levy and collect the foregoing tax levies. The Village and its officers will comply with all present and future applicable laws in order to assure that the Property Taxes may be levied, extended and collected as provided in this Ordinance and deposited into the Bond Fund.

In the event that funds from any other lawful source (including the Incremental Property Taxes) are made available for the purpose of paying any principal of or interest on the Bonds so

as to enable the abatement of the taxes levied herein for the payment of same, the Board shall, by proper proceedings, direct the transfer of such funds to the Bond Fund and the abatement of the Property Taxes by the amount to be so deposited. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerks in a timely manner to effect such abatement.

Section 10. Filing with County Clerks. Promptly, after this Ordinance becomes effective, a copy hereof, duly certified under manual signature and seal by the Village Clerk, shall be filed with the County Clerks. The County Clerks shall in and for each of the years so required ascertain the rate percent required to produce the aggregate Property Taxes levied in each of such years; and the County Clerks shall extend the same for collection on the tax books in connection with other taxes levied in such years in and by the Village for general corporate purposes of the Village; and in each of those years such annual tax shall be levied and collected by and for and on behalf of the Village in like manner as taxes for general corporate purposes for such years are levied and collected, without limit as to rate or amount, and in addition to and in excess of all other taxes.

Section 11. Sale of Bonds; Official Statement. The Bonds shall be executed as in this Ordinance provided as soon after the passage hereof as may be, shall be deposited with the Treasurer, and shall be by the Treasurer delivered to the Purchaser upon payment of the Purchase Price. The contract for the sale of the Bonds to the Purchaser (the "*Purchase Contract*"), as evidenced by an official Notice of Sale and executed official Bid Form, dated this date, in the form as submitted to and presented to the Board at this meeting, and as executed by the Purchaser, is hereby in all respects approved and confirmed, and the officer of the Village designated in the official Bid Form is authorized and directed to execute the official Bid Form on behalf of the Village, it being hereby declared that, to the best of the knowledge and belief of the

members of the Board, after due inquiry, no person holding any office of the Village, either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the Purchase Contract for the sale of the Bonds to the Purchaser. The Preliminary “Deemed Final” Official Statement of the Village, relating to the Bonds, presented to the Board with the Ordinance, is hereby ratified and approved. The Official Statement of the Village, to be dated within seven business days of this date, relating to the Bonds (the “*Official Statement*”), is hereby authorized, and the Purchaser is hereby authorized on behalf of the Village to distribute copies of the Official Statement to the ultimate purchasers of the Bonds. Such officer or officers of the Village as are indicated are hereby authorized to execute and deliver the Official Statement on behalf of the Village.

Section 12. Creation of Funds and Appropriations.

A. BOND FUND. There is hereby created the “*General Obligation Refunding Bonds, Series 2016, Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest and premium, if any, received upon delivery of the Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

The Property Taxes shall either be deposited into the Bond Fund and used solely and only for paying the principal of and interest on the Bonds, or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Property Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in said Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the Board, transferred to such other fund as may be

determined. The Village hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the respective Property Taxes for the sole benefit of the registered owners of the Bonds, subject to the reserved right of the Board to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the Village, as described in the preceding sentence.

B. EXPENSE FUND. The amount necessary from the proceeds of the Bonds shall be used to pay expenses of issuance of the Bonds and shall be disbursed directly upon the delivery of the Bonds or shall be deposited into a separate fund, hereby created, and designated the “2016 Expense Fund,” to be held by the Village and used to pay expenses of issuing the Bonds. Disbursements shall be made by the Treasurer from time to time from such funds as necessary with no further official action of the Board. Any funds remaining on deposit in and to the credit of the 2016 Expense Fund on the date which is six months after delivery of the Bonds shall be transferred to the Bond Fund and used to pay interest next coming due on the Bonds. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser, on behalf of the Village, from the proceeds of the Bonds.

C. REFUNDING THE PRIOR BONDS. The sum of principal proceeds of the Bonds as is necessary, together with funds of the Village on hand and lawfully available (including, specifically, funds from any debt service account, debt service reserve account and extraordinary mandatory redemption account for the Refunded Bonds), shall be deposited with The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois, the paying agent for the Refunded Bonds (the “Prior Paying Agent”), on the closing date of the Bonds. The moneys so deposited with the Prior Paying Agent shall be sufficient to pay when due the principal of and interest on the Refunded Bonds up to and including the redemption date.

D. ALTERNATE FUNDS. Alternatively to the creation of the Bond Fund or the 2016 Expense Fund, the Treasurer may allocate Bond Moneys for the Bonds or the proceeds of the Bonds for expenses to one or more related funds of the Village already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve the Village or the Treasurer of the duty to account and invest for the Bond Moneys and the proceeds of the Bonds as herein provided, as if such funds had in fact been created.

E. SPECIAL TAX ALLOCATION FUND. There is hereby continued the heretofore created special fund of the Village, which fund shall be held separate and apart from all other funds and accounts of the Village and shall be known as the “North Milwaukee/Lake-Cook Redevelopment Project Area Special Tax Allocation Fund” (the “*Special Tax Allocation Fund*”). The Special Tax Allocation Fund is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the Village by this Ordinance. The moneys on deposit in the Special Tax Allocation Fund shall be used solely and only as permitted under the TIF Act and for the purpose of carrying out the terms and conditions of this Ordinance, and the Bonds are secured by a pledge of all of the moneys on deposit in the Special Tax Allocation Fund. Such pledge is irrevocable until the obligations of the Village are discharged under this Ordinance.

Section 13. General Arbitrage Covenants. The Village hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The Village acknowledges that, in the event of an examination by

the Internal Revenue Service (the “IRS”) of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the Village may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The Village also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the Village responsible for issuing the Bonds, the same being the President, Village Clerk and Treasurer, to make such further covenants and certifications as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the Village and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the Village in such compliance.

Section 14. Registered Form. The Village recognizes that Section 149(a) of the Code requires the Bonds to be issued and to remain in fully registered form in order to be and remain

Tax-exempt. In this connection, the Village agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 15. Rights and Duties of Bond Registrar. If requested by the Bond Registrar, any officer of the Village is authorized to execute standard forms of agreements between the Village and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder. In addition to the terms of such agreements and subject to modification thereby, the Bond Registrar by acceptance of duties hereunder agree:

(a) to act as bond registrar, paying agent, authenticating agent, and transfer agent as provided herein;

(b) as to the Bond Registrar, to maintain a list of Bondholders as set forth herein and to furnish such list to the Village upon request, but otherwise to keep such list confidential to the extent permitted by law;

(c) as to the Bond Registrar, to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(d) as to the Bond Registrar, to furnish the Village at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(e) to furnish the Village at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The Village Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

Section 16. Defeasance. Any Bond or Bonds which (a) are paid and cancelled, (b) which have matured and for which sufficient sums have been deposited with the Bond Registrar to pay all principal and interest due thereon, or (c) for which sufficient U.S. funds and direct U.S. Treasury obligations have been deposited with the Bond Registrar or similar

institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for redemption, pursuant to an irrevocable escrow or trust agreement, shall cease to have any lien on or right to receive or be paid from the Bond Moneys hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the Tax-exempt status of the Bonds; and payment, registration, transfer, and exchange; are expressly continued for all Bonds whether outstanding Bonds or not.

Section 17. Continuing Disclosure Undertaking. The President or Treasurer is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the “*Continuing Disclosure Undertaking*”). When the Continuing Disclosure Undertaking is executed and delivered on behalf of the Village as herein provided, the Continuing Disclosure Undertaking will be binding on the Village and the officers, employees and agents of the Village, and the officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the Village to comply with its obligations under the Continuing Disclosure Undertaking.

Section 18. Call of Prior Bonds. In accordance with the redemption provisions of the bond ordinance authorizing the Prior Bonds, the Village by the Board does hereby make

provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds for redemption and payment prior to maturity on October 10, 2016.

Section 19. Publication of Ordinance. A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Board.

Section 20. Severability. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

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Section 21. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict with this Ordinance, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

ADOPTED: August 22, 2016

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: August 22, 2016

President, Village of Wheeling
Cook and Lake Counties, Illinois

Published in pamphlet form by authority of the President and Board of Trustees on August 22, 2016.

Recorded in Village Records on August 22, 2016.

ATTEST:

Village Clerk, Village of Wheeling
Cook and Lake Counties, Illinois

EXTRACT OF MINUTES of the special public meeting of the President and Board of Trustees of the Village of Wheeling, Cook and Lake Counties, Illinois, held at the Village Hall, located at 255 West Dundee Road, in said Village, at 8:00 p.m., on Tuesday, the 22nd day of August, 2016.

The President called the meeting to order and directed the Village Clerk to call the roll.

Upon the roll being called, the President, being physically present at such place and time, and the following Trustees, being physically present at such place and time, answered present:

The following Trustees were allowed by a majority of the President and Board of Trustees in accordance with and to the extent allowed by rules adopted by the President and Board of Trustees to attend the meeting by video or audio conference: _____

No Trustee was denied permission to attend the meeting by video or audio conference.

The following Trustees were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

* * * * *

There being a quorum present, various business of the President and Board of Trustees was conducted.

* * * * *

The President announced that a proposal had been received from _____, _____, _____ for the purchase of its General Obligation Refunding Bonds, Series 2016, which bonds are being issued for the purpose of refunding certain outstanding bonds of the Village, and providing for the levy and collection

of a direct annual tax sufficient for the payment of the principal of and interest on said bonds and pledging certain incremental taxes from a redevelopment project area of the Village to the Bonds. The President also summarized the pertinent terms of said proposal and said bonds, including the length of maturity, rates of interest, purchase price and tax levies for said bonds.

Thereupon, Trustee _____ presented, and the Village Clerk made available to the Trustees and interested members of the public, complete copies of an ordinance entitled:

AN ORDINANCE providing for the issuance of \$12,940,000 General Obligation Refunding Bonds, Series 2016, of the Village of Wheeling, Cook and Lake Counties, Illinois, for the purpose of refunding certain outstanding bonds of the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, pledging certain incremental taxes from a redevelopment project area of the Village to the payment of said Bonds, and authorizing the sale of said bonds to the purchaser thereof.

(the “Bond Ordinance”).

Trustee _____ moved and Trustee _____ seconded the motion that the Bond Ordinance as presented be adopted.

A President and Board of Trustees discussion of the matter followed. During the discussion, _____, gave a public recital of the nature of the matter.

The President directed that the roll be called for a vote upon the motion to adopt the ordinance.

Upon the roll being called, the following Trustees voted AYE: _____

_____ and the following Trustees voted NAY: _____

WHEREUPON, the President declared the motion carried and the ordinance adopted, and henceforth did approve and sign the same in open meeting, and did direct the Village Clerk to

record the same in full in the records of the President and Board of Trustees of the Village of Wheeling, Cook and Lake Counties, Illinois.

* * * * *

Other business was duly transacted at said meeting.

* * * * *

Upon motion duly made and carried, the meeting adjourned.

Village Clerk

DRAFT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Wheeling, Cook and Lake Counties, Illinois (the “*Village*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes and files of the Village and of the President and Board of Trustees (the “*Board*”) thereof.

I do further certify that the foregoing is a full, true and complete transcript of that portion of the minutes of the meeting (the “*Meeting*”) of the Board held on the 22nd day of August, 2016 insofar as the same relates to the adoption of an ordinance numbered _____ and entitled:

AN ORDINANCE providing for the issuance of \$12,940,000 General Obligation Refunding Bonds, Series 2016, of the Village of Wheeling, Cook and Lake Counties, Illinois, for the purpose of refunding certain outstanding bonds of the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, pledging certain incremental taxes from a redevelopment project area of the Village to the payment of said Bonds, and authorizing the sale of said bonds to the purchaser thereof.

(the “*Ordinance*”) a true, correct and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the Board on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that an agenda (the “*Agenda*”) for the Meeting, including a specific item listed showing the proposed adoption of the Ordinance, was posted at the location where the Meeting was held and at the principal office of the Board (both of said locations being Village Hall) at least 48 hours in advance of the holding of the Meeting on Friday, August 19, 2016, and remained continuously so posted until

the adjournment of said meeting; that attached hereto is a true, correct and complete copy of the Agenda; that notice of the Meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice; and that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Board has complied with all of the provisions of the act and code so cited and with all of the procedural rules of the Board in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the Village
this 22nd day of August, 2016.

Village Clerk

[SEAL]

[ATTACH: AGENDA, MINUTES AND ORDINANCE]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Wheeling, Cook and Lake Counties, Illinois (the “*Village*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the Village and of the President and Board of Trustees (the “*Board*”) of the Village.

I do further certify that on the 22nd day of August, 2016 there was published in pamphlet form, by authority of the Board, a true, correct, and complete copy of Ordinance Number _____ of the Village entitled:

AN ORDINANCE providing for the issuance of \$12,940,000 General Obligation Refunding Bonds, Series 2016, of the Village of Wheeling, Cook and Lake Counties, Illinois, for the purpose of refunding certain outstanding bonds of the Village, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, pledging certain incremental taxes from a redevelopment project area of the Village to the payment of said Bonds, and authorizing the sale of said bonds to the purchaser thereof.

and providing for the issuance of said bonds, and that the ordinance as so published was on that date readily available for public inspection and distribution, in sufficient number so as to meet the needs of the general public, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the Village this 22nd day of August, 2016.

Village Clerk

[SEAL]

DRAFT

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: August 22, 2016

TITLE OF ITEM SUBMITTED:

Resolution Accepting a Bid From Builders Chicago Corporation to Furnish and Install Three (3) Overhead Garage Doors at Fire Station 23 at a Cost Not to Exceed \$16,165.00.

SUBMITTED BY: Keith S. Maclsaac, Fire Chief

BASIC DESCRIPTION OF ITEM¹:

Replacement of three (3) overhead garage doors at Fire Station 23.

BUDGET²: 2200-5311

BIDDING³: Yes

EXHIBIT(S) ATTACHED:

- 1. Memo (08/15/2016) – Fire Chief Keith Maclsaac**
- 2. Bid Tabulation**
- 3. Resolution**
- 4. Bid Proposal/Contract**

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: Village Manager

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

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

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



MEMO

DATE: August 15, 2016

TO: Jon Sfondilis, Village Manager

FROM: Keith Maclsaac, Fire Chief

CC: Michael Mondschain, Director of Finance
David Palmeri, Deputy Fire Chief
File – Fire Station 23

SUBJECT: Resolution Accepting a Bid to Replace the Overhead Garage Doors at Fire Station 23

EXECUTIVE SUMMARY

Bids were solicited for the replacement of the overhead garage doors at Fire Station 23. Based upon the bids received, it is recommended that the lowest bid from Builders Chicago Corporation of Rosemont, Illinois at a cost not to exceed \$16,165.00 be accepted.

The current overhead garage doors at Fire Station 23 (780 S. Wheeling Road) are more than twenty (20) years old. The overhead garage doors are approximately 14 feet by 14 feet in size and are opened/closed multiple times per day. Due to their size and weight, over time, the structure of the doors which holds the hinges and lift device begins to weaken. This causes the doors to flex, distort, and experience metal fatigue. As part of a proactive process, the decision was made to replace the overhead garage door as part of the Fiscal Year 2016 Fire Department Budget. Specifications were developed, reviewed by the Public Works Building Maintenance Division, bid packets were sent directly to twenty-three (23) industrial overhead garage door companies, and a bid notice was published in the Daily Herald on July 12, 2016. A total of four (4) bids were received and opened at a public meeting on August 12, 2016.

Based upon the bids received, all bids were found to be acceptable and in compliance with the bid specifications (see attached spreadsheet). Therefore, it is my recommendation to accept the lowest bid submitted by Builders Chicago Corporation of Rosemont, Illinois in the amount of \$16,165.00. There is \$20,241.00 included in Account 2200-5311 for this project, as part of the 2016 Fiscal Year Fire Department budget. Therefore, as bid, this project will be \$4,076.00 under budget.

If this meets with your approval, I would like this matter referred to the Village Board for their review and approval to proceed.

**2016 GARAGE DOOR PROJECT
FIRE STATION 23, 780 S. WHEELING ROD
BID TABULATION**

SPECIFICATIONS		Builders Chicago Corp.	House of Doors, Inc.	American Dock & Door	Midwest Dock Solutions
14-Oct-16	COMPLETION DAYS	35	60	21	30
1	WARRANTY - YEARS	1	1	1	1
N/A	NET PRICE	\$16,165.00	\$22,703.00	\$17,890.00	\$16,900.00
N/A	SCRAP CREDIT	\$0	\$0	\$0	\$0
Clopay,CHI	MANUFACTURER	Clopay	Wayne Dalton	CHI	Clopay
3720, 3216	MODEL NUMBER	3720	TM5200	3216	3720
14' X 14'	DOOR DIMENSION	14'2" X 12'9"	14'2" X 12'8"	14'0" X 12'9"	14'2" X 14'0"
Steel	EXTERIOR SKIN	Steel	Steel	Steel	Steel
27 (Minimum)	GAUGE OF SKIN	27	26	26	27
Brown	COLOR OF SKIN	Brown	Brown	Brown	Brown
Steel	INTERIOR SKIN	Steel	Steel	Steel	Steel
28 (Minimum)	GAUGE OF SKIN	27	26	27	28
White	COLOR OF SKIN	White	White	White	White
Polyurethane	INSULATION MATERIAL	Polyurethane	Polyurethane	Polyurethane	Polyurethane
2 (Minimum)	THICKNESS - INCHES	2	2	1 7/8"	2
16 or Greater	R-VALUE - DOOR	17.2	16.22	17.54	18.4
3	TRACK WIDTH - INCHES	3	3	3	3
14 (Minimum)	GAUGE OF TRACK	14	13	14	14
14 (Minimum)	GAUGE OF HINGES/BRACKETS	14	14	14	14
3	ROLLER SIZE - INCHES	3	3	3	3
100,000	SPRING CYCLE	100,000	100,000	100,000	100,000
Glass or Plexiglas	GLAZING MATERIAL	Glass	Acrylic	Glass	Glass
4	# OF WINDOWS	4	4	4	3
24" X 12"	WINDOW SIZE - INCHES	24" X 12"	24" X 12"	24" X 12"	24" X 12"
N/A	R-VALUE	1.4	1.7	4	Unknown
120 MPH	WIND LOADING	Unknown	120 MPH	120 MPH	120 MPH
N/A	WEATHER SEALS	PVC	Vinyl	Vinyl	PVC
N/A	WARRANTY - RUST THROUGH (YEARS)	10	10	10	10
N/A	WARRANTY - DELAMINATION (YEARS)	10	7	10	10
N/A	SAFETY RETURN	Clopay	Miller	Liftmaster	Miller
N/A	SAFETY RETURN MODEL	3720	MIRT2	CPS-UN4	MIRT2
1	SAFETY RETURN WARRANTY - YEARS	1	1	1	2

RESOLUTION NUMBER _____

RESOLUTION ACCEPTING A BID FROM BUILDERS CHICAGO CORPORATION TO FURNISH AND INSTALL THREE (3) OVERHEAD GARAGE DOORS AT FIRE STATION 23 AT A COST NOT TO EXCEED \$16,165.00.

WHEREAS, it has been determined that the overhead garage doors at Fire Station 23, 780 S. Wheeling Road, are in need of replacement; and

WHEREAS, specifications were developed and formal bids were solicited for this project; and

WHEREAS, based upon all bids received, Builders Chicago Corporation of Rosemont, Illinois was found to be the lowest responsible bidder; and

WHEREAS, sufficient funds are included in Account 2200-5311 for said replacement of the overhead garage doors.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village President is hereby authorized to enter into a contract with Builders Chicago Corporation of Rosemont, Illinois for the purchase and installation of three (3) overhead garage doors at Fire Station 23 at a cost not to exceed \$16,165.00.

Trustee _____ moved, seconded by Trustee _____ that Resolution Number _____ be adopted.

President Argiris _____
Trustee Brady _____
Trustee Lang _____
Trustee Vito _____

Trustee Krueger _____
Trustee Papantos _____
Trustee Vogel _____

ADOPTED this 22nd day of August 2016 by the Village President and Board of Trustees of the Village of Wheeling, Illinois.

Dean Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk

VILLAGE OF WHEELING
NOTICE TO BIDDERS

FOR
REPLACEMENT OF
THREE (3) OVERHEAD
GARAGE DOORS AT
WHEELING FIRE
STATION 23,
750 S. WHEELING ROAD,
WHEELING, IL

The Village of Wheeling is now soliciting sealed bids for the anticipated replacement of three (3) heavy duty industrial garage doors at Fire Station 23, 750 S. Wheeling Road, Wheeling, IL. Sealed bids must be received no later than Friday, August 12, 2016 at 10:00 a.m. of the Village of Wheeling, 2 Community Blvd., Wheeling, Illinois, 60090, marked "Attention: Michael Mondschain, Director of Finance". Each submitted bid should be placed in a sealed envelope and labeled with the description of the items or services being proposed. Only sealed bids submitted by this deadline will be accepted. Each vendor is strongly recommended to visit Fire Station 23 and view the current installation during an on-site walk through Monday, August 1, 2016 @ 9:00 a.m.

Bid specifications and specific instruction to bidders may be obtained from the Finance Department. All questions concerning the bid document or specifications must be submitted in writing to the Director of Finance. A written response will then be provided to all known bidders. No interpretations, clarifications or addenda will be issued after the fifth (5th) day prior to the scheduled bid opening. All vendors and their subcontractors submitting bid proposals for work involving fixed works constructed for public use must pay prevailing wages as required by the Illinois Prevailing Wage Act (820 ILCS 130).

The Village of Wheeling reserves the right to reject any or all bids and to waive all technicalities or to accept the bid deemed most advantageous to the Village. Elaine Simpson
Village Clerk
Published in Daily Herald
July 12, 2016 (4446177)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the DAILY HERALD. That said DAILY HERALD is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Carpentersville, Cary, Deer Park, Des Plaines, South Elgin, East Dundee, Elburn, Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Geneva, Gilberts, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Kildeer, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Mt. Prospect, Mundelein, Palatine, Prospect Heights, Rolling Meadows, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake park, Schaumburg, Sleepy Hollow, St. Charles, Streamwood, Tower Lakes, Vernon Hills, Volo, Wauconda, Wheeling, West Dundee, Wildwood, Sugar Grove, North Aurora, Glenview

County(ies) of Cook, Kane, Lake, McHenry

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published July 12, 2016 in said DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Paula Baltz
Authorized Agent

Control # 4446177

2016 STATION 23 OVERHEAD GARAGE DOOR PROJECT

Overhead Door Company
128 E. Main Street
Round Lake Park, IL 60073

GDS – Garage Door Supplies
563 Commonwealth Drive
East Dundee, IL 60118

Overdoors of Illinois
601 Ridge Road
Homewood, IL 60430

GDS – Garage Door Supplies
7211 Lockwood Avenue
Bedford Park, IL 60638

Midwest Dock Solutions
1249 Burville Road
Crete, IL 60417

North Shore Garage Door
2010 Lehigh Avenue, Unit D
Glenview, IL 60026

Metro Door and Dock
34691 N. Wilson Road
Ingleside, IL 60041

Aladdin Doors
2255 Lois Drive
Rolling Meadows, IL 60008

Builder Chicago Corporation
9820 W. Foster Avenue
Rosemont, IL 60018

Dynamic Garage Doors
125 Chambers Drive
Hoffman Estates, IL 60010

W.E. Carlson Corporation
1128 Pagni Drive
Elk Grove, IL 60007

Garage Door Corporation
4646 Oakton
P.O. Box 973
Skokie, IL 60076

Industrial Door Company of Chicago
1555 Landmeier Road
Elk Grove, IL 60007

Feldco
125 E. Oakton Street
Des Plaines, IL 60018

American Door and Dock
2125 Hammond Drive
Schaumburg, IL 60173

GDS – Garage Door Supplies
4027 Fleetwood Drive
Franklin Park, L 60131

Raynor Door Northfield
1653 Winnetka Avenue
Northfield, IL 60093

Lake County Door Company, Inc.
3250 Monroe
Waukegan, IL 60085

A Accurate Door Service
1213 Capitol Drive
Addison, IL 60101

Superior Overhead Door, Inc.
8733 Ridgfield Road
Crystal Lake, IL 60012

Bennett Door Services, Inc.
320 S. Lombard Road
Addison, IL 60101

House of Doors, Inc.
9038 W. Ogden Avenue
Brookfield, IL 60513

Allied Door Inc.
P.O. Box 817
Lombard, IL 60148



REQUEST FOR SEALED BIDS
FOR

REPLACEMENT OF THREE (3) OVERHEAD GARAGE DOORS AT
WHEELING FIRE STATION 23, 780 S. WHEELING ROAD, WHEELING, IL.

REQUEST FOR SEALED BIDS DUE DATE: FRIDAY, AUGUST 12, 2016 @ 10:00 AM

REQUEST FOR SEALED BIDS SUBMISSIONS TO:

Michael Mondschain, Director of Finance
Village of Wheeling
2 Community Blvd.
Wheeling, IL 60090

REQUIRED PROJECT COMPLETION DEADLINE: FRIDAY, OCTOBER 14, 2016

PROJECT GENERAL INFORMATION: KEITH MACISAAC, FIRE CHIEF (847-459-2662)

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Wheeling and any successful vendor. Do not detach any portion of this document. Invalidation may result.

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VILLAGE OF WHEELING
NOTICE TO BIDDERS
FOR

REPLACEMENT OF THREE (3) OVERHEAD GARAGE DOORS AT
WHEELING FIRE STATION 23, 780 S. WHEELING ROAD, WHEELING, IL.

The Village of Wheeling is now soliciting sealed bids for the anticipated replacement of three (3) heavy duty industrial garage doors at Fire Station 23, 780 S. Wheeling Road, Wheeling, IL.

Seal bids must be received no later than Friday, August 12, 2016 at 10:00 am at the Village of Wheeling, 2 Community Blvd., Wheeling, Illinois, 60090, marked "Attention: Michael Mondschain, Director of Finance". Each submitted bid should be placed in a sealed envelope and labeled with the description of the items or services being proposed. Only sealed bids submitted by this deadline will be accepted. Each vendor is strongly recommended to physically arrange to visit Fire Station 23 and view the current installation prior to submitting their bid proposal. An on-site walk-through will be held on Monday, August 1, 2016 @ 09:00 am.

All questions concerning the project document or specifications must be submitted in writing to the Director of Finance. A written response will then be provided. No interpretations, clarifications or addenda will be issued after the fifth (5th) day prior to the scheduled bid opening.

All vendors and their subcontractors submitting bid proposals for work involving fixed works constructed for public use must pay prevailing wages as required by the Illinois Prevailing Wage Act (820 ILCS 130).

The Village of Wheeling reserves the right to reject any or all bids and to waive all technicalities or to accept the bid deemed most advantageous to the Village.

GENERAL TERMS, CONDITIONS & INSTRUCTIONS

PREPARATION OF BID PROPOSAL:

The vendor shall prepare a bid proposal on the attached bid proposal forms furnished by the Village of Wheeling.

All blank spaces on the bid proposal page or pages, applicable to the subject specifications, must be correctly completed in ink or type written. All signatures must be completed in ink.

If the vendor is a corporation, the President and Secretary shall execute the bid proposal and the corporate seal shall be affixed. In the event this bid proposal is executed by other than the President, attach hereto a certified copy of that section of corporate By-Laws or other authorization by the corporation which permits the person to execute the offer for the corporation.

If the vendor is a partnership, all partners shall execute the project bid proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Village of Wheeling shall be submitted.

SUBMISSION OF BID PROPOSAL:

All bid proposals must be delivered to the office of the Director of Finance no later than Friday, August 12, 2016 @ 10:00 am. Bid proposals arriving after the specified time will not be accepted. Mailed bid proposals arriving after the specified time will not be accepted regardless of post marked date and/or time on the envelope.

All blank spaces on the Bid Proposal form, applicable to the subject specifications, must be correctly completed in ink or type written. All signatures must be completed in ink – no stamped and/or electronic signatures will be accepted.

All bid proposals should be submitted in a sealed 9" x 12" or 10" x 13" envelope. The envelope shall clearly reference the title of the bid proposal (indicated on the cover page of this document) and shall include the vendor's name, address, and bid proposal item name.

CONDITIONS:

All vendors are advised to become familiar with all conditions, instructions, and specifications governing this project and; where applicable, the vendor shall inspect the project site and personally verify all conditions pertinent to the work involved. Failure to make such an inspection shall not excuse the vendor from performance of the duties and obligations imposed under the terms of the contract. Once the award has been made, failure to have read all the conditions, instructions and specifications of this contract shall not be cause to alter the original contract or to request additional compensation. This is a "turnkey" project and; therefore, the final project price assumes the inclusion of all ancillary expenses associated with the installation of this project are already included.

PERFORMANCE BOND:

The successful bidder shall furnish and provide the Village of Wheeling with a satisfactory Performance and Labor and Materials Payment Bonds in the amount of one-hundred percent (100%) of the contract sum or contract price. Said bonds shall be in a form acceptable to the Village of Wheeling, shall be deposited with the Village of Wheeling at the time of execution of the contract. The execution of any contract between the Village of Wheeling and the successful bidder shall be contingent upon the successful bidder providing the Village of Wheeling with the required Performance and Payment bonds. As evidence of the capability to provide such security for performance, each bidder shall submit with its bid proposal either a letter from a bank or savings and loan within the Chicago metropolitan area indicating its willingness and intent to provide a letter of credit for the bidder. Failure to provide the required Performance and Payment bonds with the time specified may be cause for rejection of the submitted bid.

CUT SHEETS/GENERAL SHOP DRAWINGS:

Each vendor shall submit descriptive literature and detailed drawings fully detailing features, designs, construction, finishes, operational manuals and the like not covered in the specifications, necessary to fully illustrate and describe

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Version 2 (23 GD FINAL) KSM

the material or work proposed to be furnished. Each vendor shall submit general shop drawings to the Village for review as part of the bid proposal submission. Drawings shall show the characteristics of equipment and installation details.

INSPECTIONS:

The Village shall have the right to inspect any material, components, equipment, supplies, services, or completed work specified herein before acceptance. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful vendor.

SPECIAL HANDLING:

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to the proper methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. The vendor shall provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of the submitted bid proposal.

DELIVERY:

All materials shipped to the Village of Wheeling must be shipped F.O.B. delivered, to the designated location, Wheeling, Illinois. If delivery is made by truck, arrangements must be made in advance by the vendor in order that the Village may arrange for receipt of the materials. The materials must then be delivered where directed and may be required to be inside delivery. Truck deliveries will be accepted between 8:30 a.m. and 3:00 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, or holidays.

DISCOUNTS:

Cash discounts will be considered in the evaluation of the bid proposal. Vendors shall indicate terms as 1% - 20 days, net 30 days, 2% - 20 days, net 30 days, or 1% - 30 days, etc. Where cash discounts are offered, the discount date should begin with the invoice date or delivery date to the Village, whichever is later. No discount of less than 1% will be considered or for a period of less than 20 days. If no discount is taken, payment will be made 30 days after receipt and inspections have been completed, in accordance with State of Illinois Statute.

TRAINING & DEMONSTRATIONS:

Training will be required by the vendor to Village of Wheeling employees, at the time of project completion and prior to acceptance by the Village of Wheeling, if applicable. The successful vendor is required, if requested, to present a demonstration of the item(s) being proposed if the Village feels it has insufficient knowledge of the item's operation or performance capability. Such demonstrations and training must be at "no charge" to the Village and must be at a site and time convenient and agreeable to the affected Village personnel.

PRICES:

Unit prices shall be shown for each unit on which there is a bid proposal and shall include all packaging, crating, freight and shipping charges and cost of unloading supplies at the destination unless otherwise stated in the bid proposal.

COMPLIANCE WITH APPLICABLE LAWS:

The vendor shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, County, and Municipality, which may in any manner affect the preparation of bid proposals or the performance of the contract. These laws include but are not limited to; safety and health, workers compensation, prevailing wages, payment of both State and Federal taxes, limitations regarding bid rigging, sexual harassment, equal employment opportunity, etc.

TAXES:

The vendor acknowledges that the Village of Wheeling is a tax exempt entity under the laws of the State of Illinois and that the Village, as part of its undertakings under this Contract, shall provide to the vendor all certificates of exemptions and tax exempt numbers needed to entitle the vendor to purchase material and other items to be used on the work or incorporated into the work on a tax exempt basis, said exemptions specifically to include but not be limited to the "Illinois Retailers Occupation Tax" (sales tax). The vendor shall warrant that all material costs and scheduled values have been calculated so as to give the Village its full benefit of its tax exempt status, and the vendor shall require that all subcontracts include a requirement that subcontractors purchase materials so as to give the Village of Wheeling the full benefit of its tax exempt status. The Village of Wheeling shall not be liable for, and shall not be entitled to a credit against the Contract sum for any sales tax paid by the vendor or any subcontractor of any tier which is shown to have been charged to the Village of Wheeling as part of the Contract sum, as a component of the schedule of values, as a unit price, or otherwise.

PREVAILING WAGES:

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

The successful vendor shall be responsible for posting the prevailing wage rates, per State law, on the construction site. A copy of the current Cook County Prevailing Wage Schedule as of June 28, 2016 is attached. Prevailing wage rate updates can be obtained by calling the Illinois Department of Labor at (312) 793-2914, or writing to the Illinois Department of Labor at: 310 S. Michigan Avenue, 10th Floor, Chicago, Illinois 60604. As of the posting of this project, the current prevailing wages for Cook County have not changed since July 2015. It is the responsibility of each bid submitter to re-verify the current rate with the Illinois Department of Labor, prior to submitting their bid proposal. The current prevailing wage schedule shall be incorporated into the Contract Documents.

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

COMPLIANCE WITH OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA) STANDARDS:

Equipment supplied to the Village of Wheeling must comply with all requirements and standards as specified by the Occupational Safety and Health Act (OSHA). All guards and protectors as well as appropriate markings shall be in place before delivery. Items not meeting OSHA specifications will be refused. All personnel, including subcontractors, working on the site shall be required to wear appropriate personal protective clothing at all times; including but not limited to head, eye, hearing, hand, and foot protection. All welding, cutting, and grinding shall be treated as "hot work" as defined by OSHA and all required precautions must be taken. Where interface with potentially live electrical circuits is involved, proper lock-out/tag-out procedures must be in place and complied with by the vendor and all associated subcontractors working on the site. Where work requires operating on or in

proximity of a public street and/or driveway, warning cones/barricades meeting all Federal and State requirements shall be installed, as well as all on-site personnel shall wear proper reflective/fluorescent warning vests and/or clothing.

VENDOR MINIMUM QUALIFICATIONS:

In order to be considered for this project, the vendor shall have been in the industrial overhead door industry for a minimum of five (5) years, have installed a minimum of twenty-five (25) overhead garage doors similar to those proposed, and have proven ability to provide on-site service within twenty-four (24) hours of notification by the Village of Wheeling. Proof of compliance with these minimum qualifications, including but not limited to a list of current customers, addresses, and telephone numbers, is required and shall be submitted to the Village of Wheeling at the same time as submission of the vendor's bid proposal.

INDEMNIFICATION:

The vendor shall indemnify, defend and save harmless the Village of Wheeling, its officers, agents, employees, representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character as allowed by law, brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of said vendor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Wheeling, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The vendor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

PERMITS AND LICENSES:

The successful vendor shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by state and federal regulations and laws. All fees associated with municipal fees (i.e. Village of Wheeling) will be waived; however all applicable Village of Wheeling building, electrical, and engineering permits must be obtained. Prior to beginning work, all required permits and licenses shall be posted on the job site.

SUBLETTING OF CONTRACT:

No contract awarded by the Village of Wheeling shall be assigned or any part sub-contracted without the written consent of the Director of Finance. In no case shall such consent relieve the successful vendor from his/her obligation or change the terms of the contract.

GUARANTEES AND WARRANTIES:

The vendor warrants to the Village that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the work will be free from defects in material and workmanship for a minimum of one (1) year/three hundred and sixty-five (365) calendar days from the date of issuance of the final payment by the Village of Wheeling and deficiencies shall be corrected by the vendor immediately upon notification from the Village and that such work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. If required by the Village of Wheeling, the vendor shall furnish **satisfactory** evidence as to the kind and quality of material, equipment, and workmanship. This section shall not act **as a waiver** by the Village of Wheeling of any non-warranty related claims.

TERMINATION OF CONTRACT:

The Village of Wheeling reserves the right to terminate in whole or any part of this contract, upon written notice to the vendor, in the event that sufficient funds to complete the contract are not appropriated by the Village of Wheeling.

The Village of Wheeling further reserves the right to terminate in whole or any part of this contract, upon ten (10) calendar days' written notice to the successful vendor, in the event of default by the successful vendor. Default is defined as failure of the successful vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village of Wheeling will procure, upon such terms and in such manner as the Director of Finance may deem appropriate, supplies and/or services similar to those so terminated. The successful vendor shall be liable for any excess costs for such similar supplies or service unless acceptable evidence is submitted to the Director of Finance that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the successful vendor.

COMPETENCY OF VENDOR:

Upon request, the vendor shall supply the Village of Wheeling with information pertaining to financial stability, available equipment, and prior experience, as well as conflicting working schedules which will be used in determining whether or not to award the contract for this project to the vendor. Failure to comply with all requests for additional information necessary to determine the competency of the vendor shall be grounds for rejection of the vendor's bid proposal and elimination from all further consideration by the Village of Wheeling.

CONSIDERATION OF BID PROPOSALS:

No bid proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the Village of Wheeling upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said Village of Wheeling, or that has failed to perform faithfully any previous contract with the Village of Wheeling.

The Village may reject any and all bid proposals at its sole discretion.

The Village of Wheeling shall intend on awarding the Contract to the lowest responsible Bidder on the basis of the Bid that is in the best interest of the Village to accept. In awarding the Contract, in addition to price, the Village shall consider the following:

- a. The ability, capacity, and skill of the Bidder to perform the Contract to provide the service required;
- b. Whether the Bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
- d. The quality of performance of previous contracts of services;
- e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service;
- f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
- g. The quality, availability, and adaptability of the supplies or contractual services to **the particular use** required;
- h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
- i. The number and scope of conditions attached to the Bid;
- j. Responsiveness to the exact requirements of the invitation to bid;
- k. Ability to work cooperatively with the Village and its administration; and
- l. Past records of the Bidder's transaction with the Village or with other entities as evidence of the Bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness.

The **Village** of Wheeling may reject any and all bids, and may order a re-advertisement for new **bids**.

The vendor, if requested, **must** present within three (3) working days, evidence satisfactory to the Finance Director of ability and possession of necessary facilities, financial resources, and adequate **insurance** to comply with the terms of these specifications and Contract Documents.

The Finance Director shall represent and act for the Village of Wheeling in all matters **pertaining** to this **proposal** and **contract** in conjunction therewith. The Village **reserves** the right to **accept** or reject any **and all** proposals or to waive

technicalities, or to accept or reject any item of any proposal, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such actions.

The bid award shall be made to the lowest responsible bidder who submits the most responsive bid that is determined to be most advantageous to the public, in the Village's sole discretion. In determining the responsibility of any bidder, the Village of Wheeling may take into account other factors in addition to financial responsibility such as past records of its or other entities' transactions with the bidder, work experience, ability to work cooperatively with the Village of Wheeling and its administration, adequacy of equipment, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities, and resources. Written notification of award of contract will be mailed to each bidder within ten (10) working days of the President and Board of Trustees' decision.

CANCELLATION:

The Village of Wheeling reserves the right to cancel in whole or any part of the contract if the vendor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The vendor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the Village, fires or floods.

DEFAULT:

In case of the default by the vendor, the Village of Wheeling will procure articles or services from other sources and hold the vendor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

INTERPRETATION OF CONTRACT DOCUMENTS:

Any interested vendor in doubt as to the true meaning of any part of the specifications or other contract documents may obtain information from the Village regarding clarification of the plans and specifications. Information furnished by the Village shall be made in writing and furnished to all interested vendors who have requested plans and/or specifications. The information shall also be placed on file and be made available to the public, upon written request. Any interested vendor in doubt of the true meaning of this document must submit to the Director of Finance a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. The Village will not assume the responsibility for receipt of such addendum. In all cases, it will be the vendor's responsibility to obtain all addenda issued. No clarifications, interpretations or addenda shall be issued after the fifth (5th) working day prior to the bid proposal opening.

The term "Village" whenever used in the specifications shall be construed to mean the Village of Wheeling, Cook and Lake Counties, Illinois.

The Village of Wheeling hereby reserves the right to approve as an equal, or to reject as not being an equal, any article, equipment, and/or services the vendor purposes to furnish which contains major or minor variations from specification requirements, but which may comply substantially therewith.

INSURANCE:

- (A) The selected vendor shall not commence work under this contract until he/she has obtained all insurance required herein and such insurance has been approved by the Village. Nor shall the selected vendor allow any subcontractor(s) to commence work until all similar insurance required of the subcontractor(s) has been so obtained.

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

1. Commercial General Liability Coverage

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

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

2. Commercial Automobile Liability Coverage

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

3. Workers Compensation Coverage

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

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

4. Umbrella Liability Coverage

Limits:	Each Occurrence	\$4,000,000
	Retention	\$10,000

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

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

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

(C) **The selected vendor** shall have the following obligations with regard to insurance coverage for the work under this contract:

1. All Certificates of Insurance required to be obtained by the vendor that provide coverage under the policies named shall not be canceled, modified, reduced or allowed to expire without thirty (30) calendar day prior written notice given to the Village. All certificates evidencing coverage extended beyond the **date** of final payment shall be provided at the time of the final Pay Request.
2. All insurance required to be obtained by the vendor shall state that it is Primary Insurance as to additional insureds with respect to all claims arising out of the operations by or on their behalf. If additional insureds have other applicable insurance coverages, those coverages shall be regarded as on an excess or contingent basis.

3. The selected vendor shall require that every subcontractor(s) of any tier obtain insurance of the same character as that required of the vendor, naming the same additional insureds and subject to the same restrictions and obligations as set forth for the vendor's insurance in the Contract Documents.
4. Under no circumstances shall the Village of Wheeling be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
 - a) allowing work by the vendor or any subcontractor(s) of any tier to start before receipt of certificates of insurance;
 - b) failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.
5. The selected vendor agrees that the obligation to provide insurance is solely the vendor's responsibility and cannot be waived by any act or omission of the Village of Wheeling.
7. Endorsements to the Certificate of Insurance shall include as additional named insured the following:
 - The Village of Wheeling and its officers, agents, and employees.
8. The purchase of insurance by the selected vendor under this Contract shall not be deemed to limit the liability of the vendor in any way, for damages suffered by the Village of Wheeling in excess of policy limits or not covered by the policies purchased.
9. The selected vendor shall notify the Village of Wheeling promptly, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the vendor.

NON-DISCRIMINATION:

The Vendor shall, as a party to a public contract:

1. Refrain from unlawful discrimination in employment and undertake affirmative action to ensure equality of employment opportunity and eliminate the effects of past discrimination;
2. By submission of this bid proposal, the vendor certifies that he/she is an "equal opportunity employer" as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this bid proposal.

It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Vendor/supplier shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2002 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

VENUE:

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in Cook County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

Certification For Submission of Bid

- **Certification to Enter into Public Contracts – 720 ILCS 5/33E-1.** The vendor certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating. Vendor shall execute the attached Certificate at Exhibit "A."

- **Payments to Illinois Department of Revenue.** The vendor certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1-1. Vendor shall execute the attached Certificate at Exhibit "B."

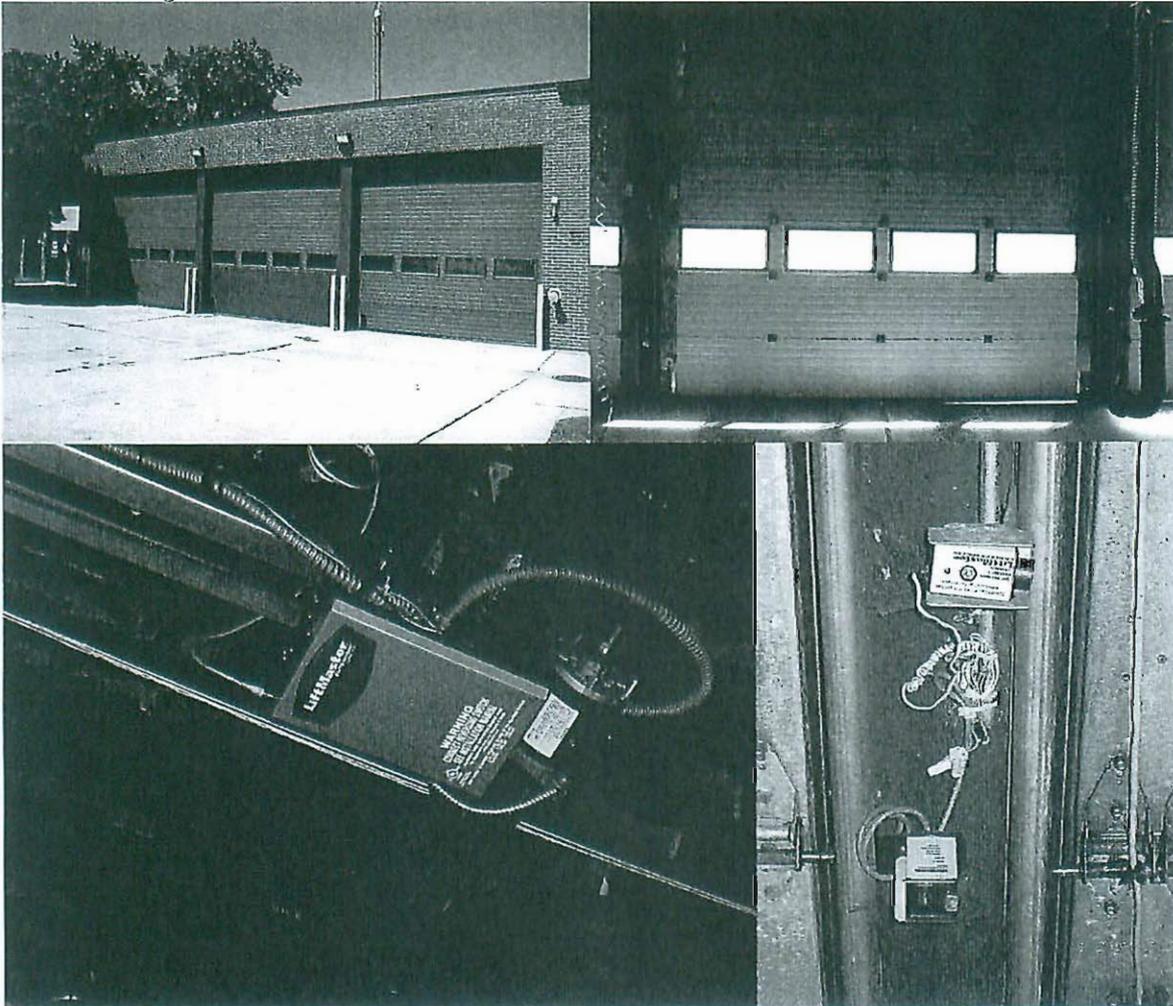
Project Completion Requirement/Financial Penalty:

The entire project must be completed within no more than sixty (60) calendar days of commencement of physical work on the project sites. Failure to meet this deadline will result in a two (2) percent penalty being assessed against the cost of the agreed upon contract cost. This two (2) percent penalty will be deducted from the Village of Wheeling's final payment to the successful vendor. An additional two (2) percent penalty will be assessed against the successful vendor for each additional thirty (30) calendar days the project is not completed on time. **The entire project shall be completed no later than Friday, October 14, 2016 or penalty fees shall apply.**

**SPECIFIC TERMS, CONDITIONS & INSTRUCTIONS
FOR REPLACEMENT OF THREE (3) HEAVY DUTY INDUSTRIAL
OVERHEAD GARAGE DOORS INSTALLED AT FIRE STATION 23, 780 S. WHEELING ROAD:**

BACKGROUND:

The existing industrial overhead garage doors were installed in Fire Station 23 more than twenty (20) years ago. The doors face approximately east and receive both morning and mid-day direct sun exposure. During the winter, they are subject to strong northeasterly winds resulting in both prolonged exposure to snow/ice, as well as salt spray from Wheeling Road.

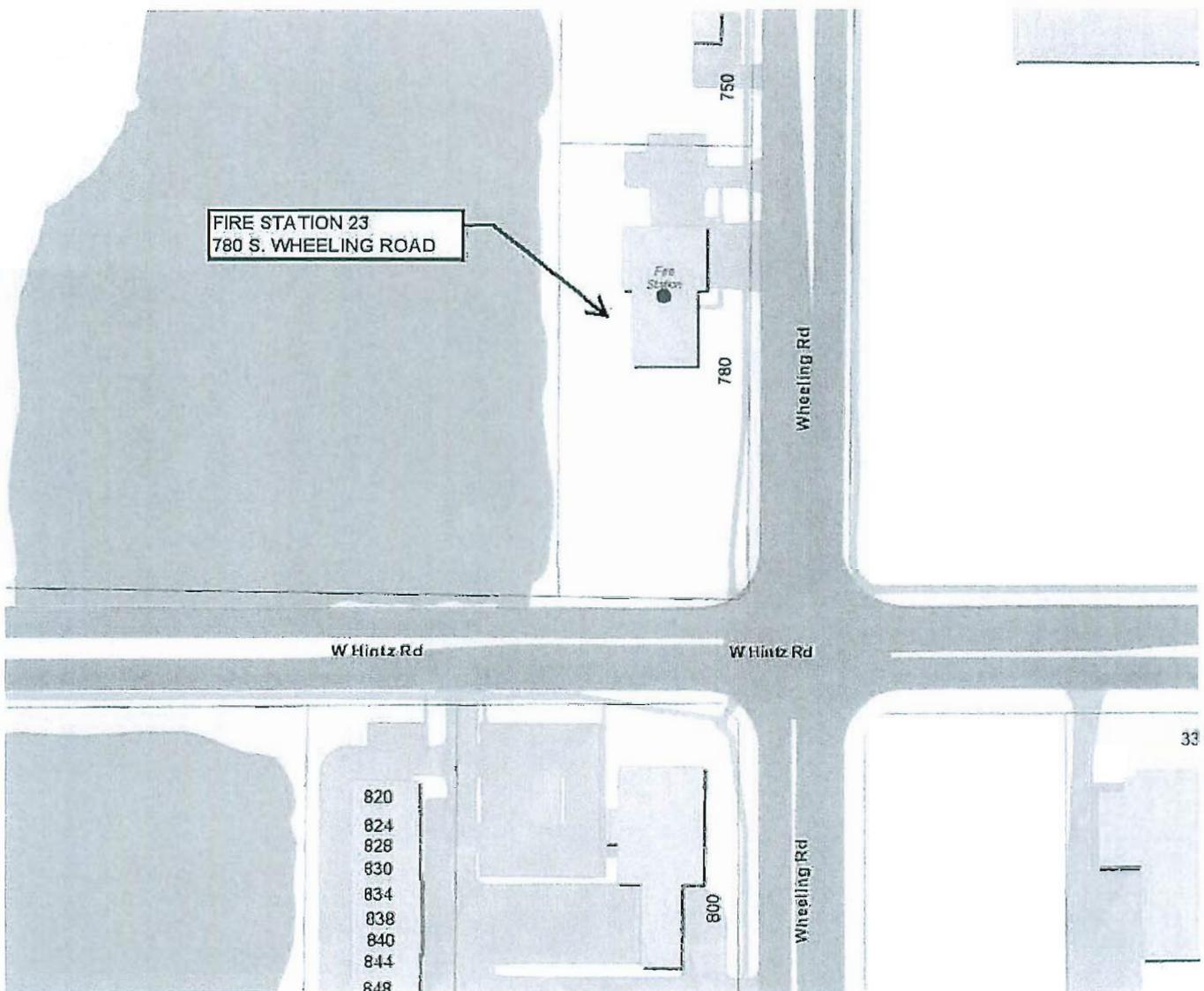


Project Site Location:

The project site location is:

Wheeling Fire Station 23
780 S. Wheeling Road
Wheeling, IL 60090

(Intersection of Hintz Road and Wheeling Road)



Project Design Criteria:

This project shall be a "turnkey" project. One (1) contract will be issued to a successful vendor who will design, coordinate and install the requested heavy duty industrial overhead garage doors. The selected vendor shall be responsible for coordinating and managing any subcontractors whom are retained by the vendor for any portion of this project.

This project shall include but is not limited to:

- Design, planning, permitting, and scheduling of the project.
- Provide all labor, conduit, wiring, metal fabrication, cutting, welding, electrical interface to existing door operators, and associated hardware/supplies necessary to complete the project.
- Disconnection, dismounting, and disposal of existing heavy duty industrial overhead garage doors. The vendor shall be responsible for maintaining each job site free of trash, waste materials or rubbish resulting from his/her operations. Upon completion of work on each job site, the vendor shall immediately remove all surplus materials from the site.

(Note: Vendors shall note on their bid proposal the trade-in credit, if any, for the scrap metal associated with the disposal of the existing overhead garage doors and associated metal components.)

- Any installation and/or modification of the electrical service and installation shall comply with the National Fire Protection Association (NFPA) # 70: "National Electrical Code", 2014 Edition at all sites. All electrical components and enclosures shall be designed and installed for use in both "damp and wet" locations. All wiring (i.e. conductor) runs shall be run in metal conduit. Splicing of wires (i.e. conductors) in areas requiring continuous runs is prohibited. All electrical components and enclosures exposed to the environment shall be designed to be inherently corrosion resistant. Use of painted steel components exposed to the environment is prohibited.
- Testing of completed installation to verify proper installation and overall function.
- Provide on-site warranty service (parts and labor) for a minimum of one (1) year/three hundred & sixty-five (365) days from the date of formal acceptance by the Village of Wheeling.

System Specifications:

A. Heavy Duty Industrial Overhead Doors:

- Manufacturer: Clopay, C.H.I., or meet and exceed.
- Model Number: Clopay Model 3720, C.H.I. Model 3216, or meet and exceed.
- Size: Approximately fourteen (14) feet by fourteen (14) feet; actual size to be verified by bidder based upon the existing building opening. TWELVE 12'9"
- Gauge of Exterior Skin: 27 gauge (minimum), hot dipped galvanized ribbed steel.
- Color of Exterior Skin: Brown, baked on polyester finish or meet and exceed.
- Gauge of Interior Skin: 28 gauge (minimum), hot dipped galvanized flush steel.
- Color of Interior Skin: White, baked on polyester finish or meet and exceed.
- Insulation Material: CFC free, urethane foam, formed in place between the exterior and interior skin of the overhead door.
- Insulation Thickness: two (2) inches (minimum).
- Door Energy Value of Assembly: R=16 or greater.
- Track Width: three (3) inches.
- Gauge of Track: 14 gauge (minimum), hot dipped galvanized steel.
- Rollers: three (3) inch, long-stem ball-bearing cased hardened steel rollers.
- Hinges: two (2) per roller. Hot dipped galvanized steel.
- Gauge of Hinges and Brackets: 14 gauge (minimum), hot dipped galvanized steel.
- Spring Cycle: 100,000 cycle or greater, rated for heavy duty commercial usage.
- Brackets, Plates, Bolts, Nuts, Screws, and Miscellaneous Hardware: all exposed steel components associated with the door assembly shall be either protected with a multi-layer of polyester-based coating and/or hot-dipped galvanized.

- Glazing Materials: tempered glass or shatter-resistant, ultra-violet (UV) treated Plexiglas ®. All glazing shall meet the impact resistant requirements of CPSC 16 CFR Part 1201, Classification I (minimum). Plexiglas ® glazing materials shall meet the weathering requirements of ANSI Z97.1.
- Windows per Doors: four (4) (minimum)
- Window Size (each): twenty-four (24) inches by twelve (12) inches (minimum).
- Window Energy Value of Assembly: maximum available from manufacturer. Arrangement to be double pane design for maximum thermal rating.
- Wind Loading: designed and reinforced to withstand a wind load generated by a three (3) second wind gust of one-hundred and twenty (120) miles per hours in accordance with the 2012 International Building Code for Category IV buildings and structures. Where necessary, additional galvanized reinforcement plates and mounting hardware shall be installed.
- **BROWN** Weather Seals: continuous flexible seals shall be provided at the doorjambes for a full weather tight installation. A continuous flexible gasket shall be provided on the top of each door and a compressible astragal seal shall be provided on the bottom of each door.
- Emergency Disconnect: a hand-operated mechanism for automatically engaging and releasing the door operator for emergency manual operation shall be included. The emergency disconnect must be accessible without the removal of any associated equipment/hardware or require standing on a ladder or platform.

B. Door Operator:

- The installed heavy duty industrial overhead garage doors shall be connected to the existing door operators. Any modifications to the door operator rail, chain linkage, as well as connecting the garage door to the door operator rail shall be consider part of the "turn-key" portion of this project.

C. Automatic Reversing Control:

- Each installed heavy duty industrial overhead garage door shall be outfitted with an automatic safety switch located within the compressible astragal seal located on the bottom of each door. This automatic safety switch shall extend the entire width of the door and when activated by contact, will immediately reverse the downward travel of the door. Any and all associated wiring shall be incorporated into the manufacturer's standard take-up reel. No "self-coiling" cables shall be permitted. In addition to the automatic safety switch, a series of photo-sensor electronic eye safety devices shall be installed on each door. A minimum of two (2) sensors on each side of each door shall be installed in such a manner as to create an "X" pattern associated with the photo-sensors. As an alternative to the "X" pattern system, the Village of Wheeling will consider the use of a non-contact, photo electric edge sensor system (ex. MillerEdge Patriot2, Model MIRT2). When the photo-beam with either system is interrupted, the downward travel of the door shall be reversed.

Plan Review and Permit Requirements:

After the Village of Wheeling has selected a vendor, the successful vendor shall apply for and submit complete engineering design drawings, cut-sheets, and any other necessary documentation to the Wheeling Fire Department and the Village's Community Development Department (i.e. Building Department) for review and issuance of all associated engineering and electrical permits. Since this is a Village of Wheeling project, all permit fees usually paid to the Village of Wheeling shall be waived. All associated documents must be reviewed and approved (with the issuance of a proper permit), prior to any work commencing on the project site. Violation of this requirement will result in the issuance of a "Stop Work Order", and delays in completing the project.

**VILLAGE OF WHEELING
PROJECT BID PROPOSAL**

Bid proposal for Contract Document. We hereby agree to furnish to the Village of Wheeling a "turnkey" installation of three (3) new, heavy, duty industrial overhead garage doors at Fire Station 23, 780 S. Wheeling Road, Wheeling, Illinois in accordance with provisions, instructions, and specifications of the Village of Wheeling for the price as follows:

All potential vendors shall supply a minimum of three (3) names, address, telephone numbers and names of persons to contact as performance references, of current accounts (attach a separate sheet for more references):

Company Name..... Department of Fleet & Facilities
 Address..... 30 N LaSalle St.
 City & State..... Chicago, IL 60602
 Telephone Number..... 312-296-0900
 Person To Contact..... John Ochal
 Title/Position..... Account Manager

Company Name..... DuPage County Facilities
 Address..... 421 N. County Farm Road
 City & State..... Wheaton, IL
 Telephone Number..... 630-407-5705
 Person To Contact..... Mary Ventrella
 Title/Position..... Purchaser

Company Name..... City of Crystal Lake
 Address..... 100 W. Woodstock
 City & State..... Crystal Lake, IL
 Telephone Number..... 815-790-6987
 Person To Contact..... Ernie Hagenow
 Title/Position..... Account Manager

Completion of project shall be within 35 days following execution of contract.

State length and terms of warranty(s): 1 year parts & Labor

Project Bid Pricing:

- Proposed Net Price for "Turnkey" Heavy Duty Industrial Overhead Garage Door Project:
\$ 16,165.00
- Credit for trade-in of scrap metal for disposal of existing overhead garage doors and associated hardware:
\$ 0

Bid Specification Compliance:

- Door Manufacturer: Clopay
- Model Number: 3720
- Door Dimension: 14'2" x 12'9" x 2"
- Material of Exterior Skin: Stucco Embossed Steel
- Gauge of Exterior Skin: 27 Gauge
- Color of Exterior Skin: Brown

VILLAGE OF WHEELING
PROJECT BID PROPOSAL (CONTINUED)

- Material of Interior Skin: STUCCO EMBOSSED STEEL
- Gauge of Interior Skin: 27 GAUGE
- Color of Interior Skin: WHITE
- Insulation Material (Type): POLYURETHANE
- Thickness of Insulation Material: 2"
- Door Energy Value of Assembly (R-Value): R-VALUE 17.7
- Track Width (Inches): 3"
- Gauge of Track: 14 GAUGE
- Gauge of Hinges and Brackets: 14 GAUGE
- Roller (Size/Diameter): 3"
- Spring Cycle Rating: 100 000 CYCLE
- Glazing Materials (Type): THERMO PAIN INSULATED CLEAR GLASS
- Windows Per Door: 4
- Window Size (Dimensions): 24" x 12"
- Window Energy Value of Assembly (R-Value): 1.4 R VALUE
- Wind Loading (Rating): UNSURE
- Weather Seals (Types): REVERSE ANGLE PVC JAMB SEALS
- Door Warranty (Rust Through) – Years: 10
- Door Warranty (Delamination) – Years: 10
- Safety Return Manufacturer: CLOPAY
- Safety Return Model Number: 3700
- Safety Return Warranty – Years: 1 PARTS + LABOR / LIMITED 10 YEARS SECTIONS

TOTAL "TURN-KEY" PROJECT COST FOR ENTIRE HEAVY DUTY INDUSTRIAL OVERHEAD GARAGE DOOR INSTALLATION FOR THE VILLAGE OF WHEELING (including trade-in of scrap metal associated with removal of existing garage doors and hardware): \$ 16,165.00.

Signed of this 12 day of August, 2016.

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

By.....: [Signature]
 Print Name.....: Richard C. Crandall
 Position /Title.....: President

By.....: _____
 Print Name.....: _____
 Position /Title.....: _____
 Company Name.....: _____
 Address line 1.....: _____
 Address line 2.....: _____
 Telephone.....: _____

(NOTE: If a corporation, an officer duly authorized should sign and attach corporate seal)

PLACE CORPORATE SEAL HERE

By.....: [Signature]
 Print Name.....: Timothy Hanisch
 Position/Title.....: Assistant Secretary
 Company Name.....: Builders Chicago Corporation
 Address line 1.....: 9820 W. Foster Ave.
 Address line 2.....: Rosemont, IL 60018
 Telephone.....: 224-654-2122

No additional charges over the total et project price will be made during the specified bid proposal/contract period. The village of Wheeling is exempt from sales or federal tax: therefore, do not include in proposed price. All bid proposal prices shall be shown as F.O.B. destination Wheeling, Illinois, unless otherwise stated.

INSTRUCTIONS TO VENDORS

NOTE: VENDORS MUST PROPERLY FILL OUT THE FOLLOWING FORMS:

1. The Project Bid Proposal Form must be signed by an authorized agent. The seal, if applicable, must be affixed. The unit price(s), amount(s), delivery date(s), date of signature, warranty(s) and any other relevant information must be stated. The question concerning compliance with specifications must also be answered.
2. The Performance Reference Form located in the body of this document must also be properly filled out.
3. The Vendor's Certifications located in the body of this document must also be properly filled out.

**(NOTE: IF THESE THREE (3) FORMS ARE NOT PROPERLY COMPLETED,
THE BID PROPOSAL MAY BE REJECTED)**

The *successful* vendor will be required to agree to and sign the Village of Wheeling contract and exhibits (sexual harassment policy, Illinois Department of Revenue tax compliance certification, vendor certification related to the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, and payroll certification) that follow this page. These documents need not be completed at the time the project bid proposal is submitted. They are provided at this time for the vendor's information.

**VILLAGE OF WHEELING
CONTRACT DOCUMENT**

This agreement is made this _____ day of _____, 2016 between, and shall be binding upon, the Village of Wheeling, an Illinois Municipal Corporation hereinafter referred to as (the "Village") and (_____) hereinafter referred to as (the "Vendor") and its successors.

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

(The description, quantities and bid proposal prices are stated herein)

1. This contract shall embrace and include the entire applicable contract documents listed below as if attached hereto or repeated herein:
 - a. Specification and Contract Document for _____, consisting of the following:
 - Cover Sheet
 - Table of Contents
 - Invitation to Submit a Bid Proposal and Contract Document Legal Notice
 - General Terms, Conditions and Instructions
 - Specific Terms, Conditions and Instructions and Shop Drawings
 - Project Bid Proposal Form
 - Plans and Specifications
 - All issued Addenda
 - Certificate of Eligibility to Enter into Public Contracts
 - Required Performance and Payment Bonds
 - Required Insurance Certificates
 - 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 Vendor's Project Bid Proposal Dated _____
 - c. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Vendor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of \$_____ paid in accordance with the provisions of the Local Government Prompt Payment Act. **The Vendor understands and accepts that this is a "turnkey" project and no additional compensation will be made unless pre-approved by an official change order authorized by the Village of Wheeling.**
3. The Vendor represents and warrants that it will comply with all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.

4. The Vendor shall commence work under this Contract upon notification from the Village and shall complete work on this project within _____ calendar days from said notification. Time is of the essence of this Contract and the Vendor 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 materials associated with this project shall be in a form acceptable to the Village of Wheeling 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 of Wheeling for a period of one (1) year to cover warranty and maintenance period which the vendor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village of Wheeling.
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 of Wheeling demands that the Vendor 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 of Wheeling until releases and waivers of lien have been supplied as the Village of Wheeling designates.
7. In executing this Contract, the Vendor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and has taken into consideration these specifications and associated Documents, prior to submitting their bid proposal.
8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties. 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 Dean Argiris, Village President, and the Vendor have hereunto set their hands this _____ day of _____, 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 _____ day of _____, 2016.

Individual or Partnership _____ Corporation _____

By _____ Position/Title

By _____ Position/Title

Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this _____ day of _____ 2016.

Dean Argiris
Village President

Attest:

Elaine Simpson
Village Clerk

EXHIBIT "A"

VENDOR'S CERTIFICATION
COMPLIANCE WITH 720 ILCS 5/33E-11

Builders Chicago Corporation (name of vendor), having submitted a bid proposal on a contract for Replacement of (3) Overhead Doors @ Fire Station 23 (General description of item(s) proposed on) to the Village of Wheeling, hereby certifies that said vendor is not barred from bidding or contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961 or of any similar statute of another state or of a federal statute containing the same or similar elements.

Builders Chicago Corporation
Company Name
Timothy Hanisch, Assistant Secretary
Authorized Agent of Vendor/Title
[Signature]
Signature

Subscribed and sworn to before me this 9 day of August 2016.

Christine Delvalle
Notary Public

The Village of Wheeling reserves the right to reject any or all bid proposals or to choose any combination of bid proposals which are deemed to be in the best interest of the Village of Wheeling.



EXHIBIT "B"

VENDOR'S CERTIFICATION
SEXUAL HARASSMENT POLICY

Builders Chicago Corporation having submitted a bid proposal for Replacing (3) Overhead doors to the Village of Wheeling, hereby certifies that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Vendor and any of its subcontractors shall not engage in any prohibited form of discrimination in employment as defined by the Act. The Vendor further certifies that it and any of its subcontractors shall maintain a policy of equal employment opportunity consistent with the requirements of the Act. The Vendor further certifies that said Vendor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4). A copy of these policies shall be provided to the Village of Wheeling upon request.

By: [Signature]
Authorized Agent of Vendor

Subscribed and sworn to before me this 9 day of August 2016.

Christine DelValle
Notary Public



EXHIBIT "C"

VENDOR'S CERTIFICATION
ILLINOIS DEPARTMENT OF REVENUE – TAX COMPLIANCE

Builders Chicago Corporation having submitted a bid proposal for Replacing (3) Overhead doors, to the Village of Wheeling, hereby certifies that said vendor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

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

By: [Signature]
Authorized Agent of Vendor

Subscribed and sworn to before me this 9 day of August 2016.

[Signature: Christine DelValle]
Notary Public

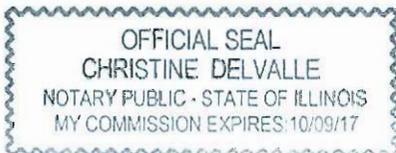


EXHIBIT "D"

VENDOR CERTIFICATION
COMPLIANCES WITH FHA RULE, 49 CFR 382 – CONTROLLED SUBSTANCE &
ALCOHOL USE AND TESTING

Builders Chicago Corporation (company name) hereby certifies that it is in full compliance with the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR 382 et seq., and that All Employees (name of employee or "All Employees") is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

Builders Chicago Corporation
[company name]

By:

[Signature]

Title:

Assistant Secretary

Subscribed and sworn to before me this 9 day of August 2016.

Christine DeValle
Notary Public



EXHIBIT "E"

VENDOR CERTIFICATION
PAYROLL CERTIFICATION IN ACCORDANCE WITH 920 ILLINOIS COMPILED STATUTE 130/5 ET SEQ.

I, Timothy Hanisch (name), certify under oath that I am employed as the Assistant Secretary (title) of Builders Chicago Corporation (company), a vendor or subcontractor that has performed work on the Replacing (3) Overhead doors @ Fire Station 23 (name of project) for the Village of Wheeling for the relevant periods set forth in the attached records kept and maintained in conformance with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5). I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the attached payroll records are: (1) true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act (820 ILCS 130/0.01 et seq.); and (3) that I am aware that filing a certified payroll that I know to be false is a Class B misdemeanor.

Firm Name: Builders Chicago Corporation
Name/Title: Timothy Hanisch, Assistant Secretary
Signature: [Handwritten Signature]

Subscribed and sworn to before me this 9 day of August 2016.

Christine DelValle
Notary Public



EXHIBIT "F"

Cook County Prevailing Wage for July 2015

(NOTE: current as of June 28, 2016, Bidder to verify)

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
CEMENT MASON		ALL		43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMM. ELECT.		BLD		40.000	42.800	1.5	1.5	2.0	8.670	12.57	1.100	0.750
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000	0.370
ELECTRIC PWR LINEMAN		ALL		47.500	52.500	1.5	2.0	1.5	11.06	15.75	0.000	0.480
ELECTRICIAN		ALL		45.000	48.000	1.5	1.5	2.0	13.83	15.27	0.000	1.000
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR		ALL		37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
OPERATING ENGINEER		BLD	1	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	2	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	3	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	4	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	5	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	6	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT	1	53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	2	52.100	53.600	1.5	1.5	2.0	17.10	11.05	1.900	1.250
OPERATING ENGINEER		FLT	3	46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	4	38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	5	55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	6	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	4	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	5	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	6	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	7	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER		ALL		45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650
PAINTER		ALL		41.750	46.500	1.5	1.5	1.5	11.50	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER		BLD		43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER		BLD		41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530

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SHEETMETAL WORKER	BLD	42.230	45.610	1.5	1.5	2.0	10.53	20.68	0.000	0.720			
SIGN HANGER	BLD	31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000			
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550			
STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350			
STONE MASON	BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030			
SURVEY WORKER	---	---	---	---	ALL		37.000	37.750	1.5	1.5	2.0	12.97	9.930
0.000	0.500												
TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720			
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940			
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990			
TRAFFIC SAFETY WRKR	HWY	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500			
TRUCK DRIVER	E ALL 1	35.480	35.680	1.5	1.5	2.0	8.350	10.50	0.000	0.150			
TRUCK DRIVER	E ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150			
TRUCK DRIVER	E ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150			
TRUCK DRIVER	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150			
TRUCK DRIVER	W ALL 1	35.600	35.800	1.5	1.5	1.5	8.250	9.140	0.000	0.150			
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000			
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000			
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000			
TUCKPOINTER	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670			

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic

materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator;

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Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck

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Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics
 Helpers and Greasers; Oil Distributors 2-man operation; Pavement
 Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors;
 Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation;
 Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled
 Dumpman; and Truck Drivers hauling warning lights, barricades, and
 portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards;
 Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or
 Turnatrailers when pulling other than self-loading equipment or
 similar equipment under 16 cubic yards; Mixer Trucks under 7 yards;
 Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over;
 Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or
 turnapulls when pulling other than self-loading equipment or similar
 equipment over 16 cubic yards; Explosives and/or Fission Material
 Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit;
 Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole
 and Expandable Trailers hauling material over 50 feet long; Slurry
 trucks, 1-man operation; Winch trucks, 3 axles or more;
 Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted
 crane trucks with hoist and accessories; Foreman; Master Mechanic;
 Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the
 Department generally has on file such definitions which are
 available. If a task to be performed is not subject to one of the
 classifications of pay set out, the Department will upon being
 contacted state which neighboring county has such a classification and
 provide such rate, such rate being deemed to exist by reference in
 this document. If no neighboring county rate applies to the task,
 the Department shall undertake a special determination, such special
 determination being then deemed to have existed under this
 determination. If a project requires these, or any classification not
 listed, please contact IDOL at 217-782-1710 for wage rates or
 clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer,
 operating engineer and truck driver. The work performed by
 landscape plantsman and landscape laborer is covered by the existing
 classification of laborer. The work performed by landscape operators
 (regardless of equipment used or its size) is covered by the
 classifications of operating engineer. The work performed by
 landscape truck drivers (regardless of size of truck driven) is
 covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the
 classification entitled "Material Tester I" involves the same job
 duties as the classification entitled "Material Tester/Inspector I".
 Likewise, the classification entitled "Material Tester II" involves
 the same job duties as the classification entitled "Material
 Tester/Inspector II".

**VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM**

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

DATE OF BOARD MEETING: August 22, 2016

TITLE OF ITEM SUBMITTED: PRESENTATION RE: Redesign of Village of Wheeling Website

SUBMITTED BY: Jon A. Sfondilis, Village Manager

BASIC DESCRIPTION OF ITEM¹: The Village contracted with web design company CivicPlus to redesign the Village’s website to ensure enhanced functions which will result in an improved online experience. The new site will be more accessible, enabling users to view and interact with the site from any device, including smartphones and tablets. Redesigning the Village website was identified by the Village Board as a “Community Image” goal during the 2015–2016 Strategic Planning Process.

BUDGET²: N/A

BIDDING³: N/A

SUBMITTED FOR BOARD DISCUSSION: 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*