



CITY OF WOOD DALE

NEXT ORDINANCE NUMBER: O-20- 029

NEXT RESOLUTION NUMBER: R-20- 70

PUBLIC NOTICE OF CITY COUNCIL MEETING

IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, THE NEXT REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF WOOD DALE IS SCHEDULED TO BE HELD AT THE HOUR OF 7:30 P.M. ON THURSDAY, OCTOBER 15, 2020 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 N. WOOD DALE ROAD, WOOD DALE, ILLINOIS, DURING WHICH MEETING IT IS ANTICIPATED THAT THERE WILL BE DISCUSSION OF THE FOLLOWING:

AGENDA
CITY OF WOOD DALE, ILLINOIS
REGULAR CITY COUNCIL MEETING
OCTOBER 15, 2020

I. CALL TO ORDER

II. ROLL CALL

Mayor Pulice

Alderman Catalano

Alderman Jakab

Alderman Messina

Alderman Sorrentino

Alderman Susmarski

Alderman Eugene Wesley

Alderman Roy Wesley

Alderman Woods

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES

A. October 1, 2020 Regular City Council Meeting Minutes

V. COMMUNICATIONS AND PETITIONS

Citizens will be given the opportunity to address the City Council during the time set aside in the Meeting for Public Comment under Communications and Petitions. Please direct your comments to the Mayor, limit your remarks to three (3) minutes, and kindly refrain from making repetitive statements.

A. Citizens To Be Heard

B. Written Communiques of Citizens to Be Heard

VI. MAYOR'S REPORT

A. A Resolution Discontinuing Temporary Outdoor Dining

VII. CITY MANAGER'S REPORT

VIII. CONSENT AGENDA

A. Omnibus Vote

- i. A Resolution Authorizing the City Of Wood Dale to Enter into a Professional Services Agreement with Christopher Burke Engineering, Ltd for a Traffic Warrant Study for Illinois Route 83, in the Amount not-to-exceed \$37,000
- ii. A Resolution Approving an Agreement with G. Fisher Commercial Construction, Inc. for the Police Department Security Wall and Parking Lot Improvement Project in an Amount Not to Exceed \$675,000
- iii. A Resolution Authorizing the Approval of a Cost-Share Agreement Between the City Of Wood Dale and Bridge Development Partners, the Property Owner, for Reimbursement of Certain Salt Creek Greenway Trail Improvements at the Bridge Point Wood Dale Project, Located At 650-750 N. Wood Dale Road, in a Not to Exceed Amount of \$63,000
- iv. A Resolution Approving an Agreement with Mesirow Insurance Services, Inc., an Alliant-owned Company, for Professional Insurance Brokerage and Risk Management Consulting Services in an Amount Not to Exceed \$39,500 Annually

IX. COMMITTEE CHAIRMAN REPORTS

A. Planning, Zoning And Building Committee

B. Public Health, Safety, Judiciary And Ethics Committee

C. Public Works Committee

- i. A Resolution Supporting the Submission and Execution of an Illinois Transportation Enhancement Program (ITEP) Application and Agreement between the City of Wood Dale and Illinois Department of Transportation
- ii. Approval of Pay Request No. 1 (Final) to Globe Construction, Inc. for the FY 2021 Sidewalk Replacement Program in the Amount of \$21,342

D. Finance And Administration Committee

- i. A Resolution Amending Resolution R-20-42, a Resolution Approving the Tax Increment Financing Terms for the Bryn Mawr Avenue Addition to Wood Dale

X. OTHER BUSINESS

A. Airport Noise Report

B. Stormwater Commission Report

XI. APPROVAL OF LIST OF BILLS

- i. List of Bills for October 15, 2020 - \$1,439,026.31

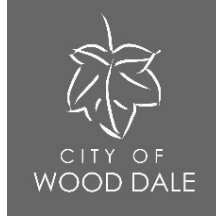
XII. EXECUTIVE SESSION

XIII. ITEMS TO BE REFERRED

XIV. ITEMS FOR INFORMATION ONLY

XV. ADJOURNMENT

**POSTED IN CITY HALL ON October 9, 2020 AT 4:00 PM
LYNN CURIALE, CITY CLERK
By: Maura Montalvo, City Deputy Clerk**



CITY OF WOOD DALE

404 North Wood Dale Rd. • Wood Dale, Illinois • 60191

MINUTES OF THE REGULAR CITY COUNCIL MEETING
OF THE CITY OF WOOD DALE, DU PAGE COUNTY, ILLINOIS
IN THE CITY ADMINISTRATION BUILDING
October 1, 2020

I. CALL TO ORDER REGULAR CITY COUNCIL MEETING:

Mayor Nunzio Pulice called the Regular City Council Meeting to Order at 7:33 p.m.

II. ROLL CALL

Upon roll call, the following were:

Present: Aldermen Catalano, Jakab, Messina (arrived 7:40 pm), Sorrentino, E. Wesley and Woods, along with Mayor Pulice

Absent: Alderman Susmarski and Alderman R. Wesley

Also Present: City Clerk Curiale, City Manager Mermuys, Legal Counsel Bond, Police Chief Vesta, Finance Director Wilson, Public Works Director Lange, AICP/CD Director Cage, Marketing & Special Events Paplauskas

Whereupon the Mayor declared a quorum present.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES

Alderman E. Wesley made a motion, seconded by Alderman Jakab, to approve the Regular City Council Minutes of September 17, 2020. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Sorrentino, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

V. COMMUNICATIONS AND PETITIONS:

i. Citizens to be Heard

None

ii. Written Communiqués of Citizens to Be Heard

None

VI. MAYOR'S REPORT

Trick or treating guidelines will be posted by the City of Wood Dale on, October 2020.

VII. CITY MANAGER'S REPORT

City Manager Mermuys reported:

- i. The City of Wood Dale will be holding a shredding event for Residents only on Saturday, October 3, 2020 from 10 am - 12 pm
- ii. The City is in the process of switching its utility billing software to a new system. Residents will be receiving a new looking utility bill. More information will be sent out in an upcoming Newsletter.

VIII. CONSENT AGENDA

A. Omnibus Vote

- i. *An Ordinance Authorizing and Providing for the Issuance Not to Exceed \$7,400,000 Aggregate Principal Amount General Obligation Bonds (Alternate Revenue Source), Series 2020B of the City of Wood Dale, DuPage County, Illinois, for the refunding of certain outstanding obligations of the City, and for the Levy of a Direct Annual Tax Sufficient to Pay the Principal of and Interest on said Bonds*
- ii. *An Ordinance Amending the City Code, Chapter 8, Article VII Regarding Hotel/Motel Transient Occupancy Rental Units and Related Matters*

The Mayor questioned if there were any objections to the Consent Agenda Hearing none and on a motion by Alderman Jakab, seconded by Alderman Woods, to approve the Consent Agenda. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Sorrentino, E. Wesley and Woods
Nays: None

Whereupon the Mayor declared the motion carried.

On a motion by Alderman E. Wesley, seconded by Alderman Jakab, to approve the individual Items on the Consent Agenda, including Items 1 and 2. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Sorrentino, E. Wesley and Woods
Nays: None

Whereupon the Mayor declared the motion carried.

Mayor Pulice explained the \$7.4 million bond replaces the treatment plant bond and will save approximately \$300,000 on the remaining \$7.4 million.

IX. COMMITTEE CHAIR REPORTSA. **Planning, Zoning and Building Committee**

- i. *An Ordinance Approving the Annexation from R-1 to R-4 for the Property 6N204 Ash Street, which will be known as 420 N. Ash Street, Case No. CDC-2020-06*

Alderman Jakab made a motion, seconded by Alderman E. Wesley, to approve *An Ordinance Approving the Annexation from R-1 to R-4 for the*

Property 6N204 Ash Street, which will be known as 420 N. Ash Street, Case No. CDC-2020-06. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Sorrentino, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

- ii. *An Ordinance Approving the Rezoning from R-1 to R-4 for the Property 6N204 Ash Street, which will be known as 420 N. Ash Street, Case No. CDC-2020-06*

Alderman Jakab made a motion, seconded by Alderman E. Wesley, to approve *An Ordinance Approving the Rezoning from R-1 to R-4 for the Property 6N204 Ash Street, which will be known as 420 N. Ash Street, Case No. CDC-2020-06.* When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Sorrentino, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

B. Public Health, Safety, Judiciary and Ethics Committee

No Report

C. Public Works Committee

- i. *A Resolution Approving Amendment No. 2 to the Agreement with HR Green, Inc. for the Irving Park Road and Wood Dale Road Intersection Improvement Project in an Amount Not to Exceed \$81,125.93*

Alderman Catalano made a motion, seconded by Alderman Sorrentino, to approve *A Resolution Approving Amendment No. 2 to the Agreement with HR Green, Inc. for the Irving Park Road and Wood Dale Road Intersection Improvement Project in an Amount Not to Exceed \$81,125.93.*

Alderman E. Wesley inquired if this was the final amendment and whether the money came from the Grant or from the City of Wood Dale.

Director Lange confirmed it was the final amendment to the contract with HR Green. There were some overages and additional work that had to be done that HR Green did on the City's behalf. The final payment to the contractor is still forthcoming.

Director Wilson stated the money is the City of Wood Dale's portion.

Alderman Woods asked why this is so long past the project for approving. Director Lange explained there were some delays on the part of the contractor on closing out this project and a few items were left undone long past the completion date. Several additional work items were outside the original scope of the agreement that are included in this. As this was an IDOT project, the City of Wood Dale was not able to withhold any liquidated damages.

When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Sorrentino, E. Wesley and Woods

Abstain: Alderman Messina

Nays: None

Whereupon the Mayor declared the motion carried.

- ii. *Approval of Final Payment to A Lamp Concrete Contractors, Inc. for the Dalewood Avenue and Gilbert Drive Storm Sewer Improvements Project in an Amount Not to Exceed \$312,227.47*

Alderman Catalano made a motion, seconded by Alderman Sorrentino, to approve *Approval of Final Payment to A Lamp Concrete Contractors, Inc. for the Dalewood Avenue and Gilbert Drive Storm Sewer Improvements Project in an Amount Not to Exceed \$312,227.47*.

Alderman E. Wesley asked if the \$10,000 taken out for liquidated damages was recommended by our Staff.

Director Lange stated that Robinson Engineering has indicated that it is reasonable to withhold \$10,000 in liquidated damages due to the delays in substantial completion on the part of the contractor, and whatever the Council decides to withhold for liquidated damages will be deducted from the final contract total remaining.

Attorney Bond stated he reviewed the analysis done by Robinson Engineering and agrees \$10,000 is the appropriate liquidated damage amount to deduct. Some issues were beyond the contractors' control, i.e. relocation of Nicor and some ComEd problems.

Alderman Woods commented that the City should tighten the contractual language in the Streets Manual.

Mayor Pulice inquired of Manager Mermuys if there have been discussions with Attorney Bond about what happens when a contractor leaves a project for a length of time and if there is anything that can be done legally.

Manager Mermuys responded they are assessing input and information from the Committee meetings. It will be discussed with Attorney Bond and then sent to Council for adoption. The process will take a few weeks.

Director Lange stated the motion needs to be adjusted as it does not reflect the \$10,000 withheld for liquidating damages.

Alderman Catalano made an amended motion, seconded by Alderman Sorrentino, to approve *Approval of Final Payment to A Lamp Concrete Contractors, Inc. for the Dalewood Avenue and Gilbert Drive Storm Sewer Improvements Project in an Amount Not to Exceed \$302,227.47*.

When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, E. Wesley and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

- iii. *Approval of Final Payment to A Lamp Concrete Contractors, Inc. for the FY 2019 Roads Program in an Amount Not to Exceed \$54,378.35*

Alderman Catalano made a motion, seconded by Alderman Messina, to approve *Approval of Final Payment to A Lamp Concrete Contractors, Inc. for the FY 2019 Roads Program in an Amount Not to Exceed \$54,378.35*. When the question was put, a roll call vote was taken with the following results:
Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, E. Wesley and Woods
Nays: None
Whereupon the Mayor declared the motion carried.

- iv. *Approval of Final Payment to A Lamp Concrete Contractors, Inc. for the Squaw Creek Improvement Project in an Amount Not to Exceed \$168,888.40*

Alderman Catalano made a motion, seconded by Alderman Messina, to approve *Approval of Final Payment to A Lamp Concrete Contractors, Inc. for the Squaw Creek Improvement Project in an Amount Not to Exceed \$168,888.40*.

Alderman Woods inquired why there was a delay in payment. Director Lange stated they just received the final invoice from the Contractor. There is another case for liquidated damages to be assessed for the delay in substantial completion date of \$9,000. The case for the total potential value of \$30,000 liquidated damages for final completion date are less clear.

A Robinson Engineering representative explained that the City added additional headwall railing and fencing work near the end of the project after the final completion date of the contract.

Attorney Bond explained procedurally the contractor should have asked for more time after the additional work was added, however they did not. Liquidated damages are designed to hold a contractor to a particular date for completion of the terms and conditions of that contract. There were other things that were outside of the Contract being done which makes it difficult to legally justify the additional money.

Alderman Woods and Jakab emphasized all these issues need to be addressed in the Manual to avoid a repeat in the future.

Alderman E. Wesley asked why they were sending final payment when the punch-list of sodding was not complete.

Director Lange responded the grass/sod falls under the warranty as it did not survive and will be redone. The warranty in the Maintenance Bond is still valid until Sept. 6, 2021.

Robinson Engineering stated A Lamp is being asked to re-seed this fall.

Mayor Pulice stated the motion will have to be adjusted to reflect the \$9,000 liquidated damages being withheld.

Alderman Catalano made an amended motion, seconded by Alderman Messina, to approve *Approval of Final Payment to A Lamp Concrete Contractors, Inc. for the Squaw Creek Improvement Project in an Amount Not to Exceed \$159,888.40*. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino and Woods

Nays: Alderman E. Wesley

Whereupon the Mayor declared the motion carried.

D. Finance and Administration Committee

No Report

X. OTHER BUSINESS

A. Airport Noise Committee

No report

B. Stormwater Commission Report:

No report

X. APPROVAL OF LIST OF BILLS: October 1, 2020 - - \$1,907,934.08

On a motion by Alderman Catalano, seconded by Alderman Sorrentino, to approve the October 1, 2020 payment of the List of Bills, for the total amount of **\$1,907,934.08** for the following:

• General Fund	\$ 194,751.96
• Road & Bridge Fund	\$ 4,954.99
• Motor Fuel Tax Fund	\$ 1,286.93
• Tourism Fund	\$ 3,272.90
• Narcotics Fund	\$ 1,400.00
• TIF District #1	\$ -
• TIF District #2	\$ -
• Capital Projects Fund	\$ 1,457,329.50
• Land Acquisition Fund	\$ -
• Commuter Parking Lot Fund	\$ 1,197.00
• Sanitation Fund	\$ 139,878.89
• Water & Sewer Capital Projects	\$ 103,861.91
• Water & Sewer Fund	\$ 103,861.91
• CERF	-
• Special Service Area Fund	\$ -

Total of all Funds: \$ 1,907,934.08

Total Number of Checks: 68

Aldermen Messina, Woods, Jakab and E. Wesley asked for additional information regarding several of the vendor payments. Staff responded to the inquiry.

When the question was put a roll call vote was taken with the following results:
Ayes: Aldermen Catalano, Jakab, Messina, Sorrentino, E. Wesley and Woods
Nays: None
Whereupon the Mayor declared the motion carried.

XI. EXECUTIVE SESSION

None

XII. ITEMS TO BE REFERRED

None

XIII. ITEMS FOR INFORMATION ONLY

None

XIV. ADJOURNMENT

On a motion by Alderman E. Wesley, seconded by Alderman Sorrentino, to adjourn the Regular Meeting of October 1, 2020. When the question was put, all Aldermen voted in the Affirmative. Whereupon the Mayor declared the meeting adjourned at 8:25 p.m

*Minutes Taken by City Clerk Lynn Curiale
Reviewed by Legal Counsel Patrick Bond*



REQUEST FOR COUNCIL ACTION

Referred to Council: October 15, 2020
Subject: Outdoor Dining
Staff Contact: Jeff Mermuys, City Manager
Department: Administration

TITLE: A Resolution Discontinuing Temporary Outdoor Dining

COMMITTEE ACTION FOLLOW-UP ITEMS:

N/A

RECOMMENDATION:

City attorney Pat Bond will be present at the October 15, 2020 Council meeting to answer any questions.

BACKGROUND:

ANALYSIS:

DOCUMENTS ATTACHED

✓ Resolution

RESOLUTION NO. R-20-70

A RESOLUTION DISCONTINUING TEMPORARY OUTDOOR DINING

WHEREAS, the City is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the City possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances and resolutions and to enter into agreements pertaining to the public health, safety and welfare; and

WHEREAS, the City Council possesses full authority to approve and pass all necessary ordinances, resolutions, rules, regulations and agreements necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

WHEREAS, the City Council of the City is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

WHEREAS, the COVID-19 virus has been declared a Pandemic by the World Health Organization; and

WHEREAS, the Governor of the State of Illinois declared a State-wide emergency concerning this pandemic; and

WHEREAS, the DuPage County Board Chairman also issued a Disaster Proclamation affecting all of DuPage County; and

WHEREAS, pursuant to the Illinois Emergency Management Agency Act, 20 ILCS 3305/1 *et seq.* (the "Act"), on March 16, 2020, the Mayor of the City declared a local disaster emergency in the City due to the COVID-19 Pandemic which was ratified by the City Council on March 19, 2020 and supplemented thereafter; and

WHEREAS, due to the significant continuing health threat posed by the COVID-19 pandemic to the local community, the City Council (hereinafter referred to as "City Council") determined that it is in the best interests of the health and safety of the City to accommodate the opening of bars and restaurants for outdoor dining or service, in accordance with the Governor's *Restore Illinois Plan*; and

WHEREAS, the City Council determined that it is in the best interest of the residents and the businesses that are eligible for outdoor dining or service to provide temporary relief from the City Code, to accommodate this unique but temporary situation; and

WHEREAS, the City Council recognizing that the Chicagoland weather is not conducive to outdoor dining within the City and such weather conditions require the discontinuation of outdoor dining or service; and

WHEREAS, the City Council deems it in the best interest of the City and its residents to discontinue outdoor dining or service, effective November 1, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS MUNICIPAL CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The City Council hereby discontinues outdoor dining or service at those establishments within the City limits which were previously eligible for said outdoor dining or service, effective November 1, 2020.

SECTION 3: The Mayor, City Manager, City Clerk or Deputy Clerk, Staff, and/or the City Attorney shall take all the steps necessary to publicize and enforce this continued declaration.

SECTION 4: All ordinances and resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

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

PASSED this 15th day of October, 2020

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 15th day of October, 2020

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk



REQUEST FOR COUNCIL ACTION

Referred to Committee: October 15, 2020
Subject: Resolution for Agreement with CBBEL for
Illinois Route 83 – Traffic Light Study
Staff Contact: Ed Cage, Community Development Director
Department: CD Department

TITLE: A Resolution Authorizing the City Of Wood Dale to Enter into a Professional Services Agreement with Christopher Burke Engineering, Ltd for a Traffic Warrant Study for Illinois Route 83, in the Amount not-too-exceed \$37,000.00

COMMITTEE VOTE: Approved 6 - 0

ANALYSIS:

Staff requested proposals from reputable engineering firms that have experience with studying traffic warrants, for a full lighted intersection on a major arterial road. At this time and with the lowest priced proposal, Staff believes CBBEL to be the best option for the City. CBBEL's involvement in the review and reconstruction of Bryn Mawr Avenue, and with their development reviews knowledge of the subject area, make them the most qualified for the proposed study. As you will recall, obtaining a full-access traffic light will significantly enhance the City's ability to attract both restaurants and potentially a hotel at this location on Illinois Route 83.

Staff recommends the approval of the Professional Services Agreement with Christopher Burke Engineering in an amount not-too-exceed \$37,000.00

DOCUMENTS ATTACHED

- ✓ Resolution – Authorizing Agreement with Christopher Burke Engineering, Ltd.
- ✓ Exhibit A – CBBEL Professional Services Proposal dated September 21, 2020.

RESOLUTION NO. R-20-71

A RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO ENTER INTO AN AMENDED PROFESSIONAL SERVICES AGREEMENT/SCOPE WITH CHRISTOPHER BURKE ENGINEERING, LTD FOR THE PROFESSIONAL SERVICES PROPOSAL FOR A TRAFFIC WARRANT STUDY FOR ILLINOIS ROUTE 83 IN AN AMOUNT NOT TO EXCEED \$37,000.00

WHEREAS, the City of Wood Dale (hereinafter the “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the City possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt resolutions pertaining to the public health, safety and welfare; and

WHEREAS, the City Council of the City (hereinafter referred to as the “City Council”) is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

WHEREAS, the City Council possesses full power and authority to approve and pass all necessary ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

WHEREAS, the City desires to engage the services of a professional, who will serve as an independent contractor for the City to assist the City in the study of Illinois Route 83 Traffic Warrant Study; and

WHEREAS, accordingly, the City Council hereby finds and determines that it is necessary and appropriate and in the best interests of the City and its residents that the City enter into an Agreement for the professional assistance in assessing said Ordinance; and

WHEREAS, the Parties have determined that is its their respective best interests to memorialize the terms and conditions of the professional services, and have so memorialized said terms in an Professional Services Proposal, a copy of which is attached hereto and incorporated herein by reference as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS MUNICIPAL CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Amended Professional Services Proposal, in substantially the

same form as attached to this Resolution as Exhibit "A" and incorporated herein by reference, and as may be finalized by the City Attorney, is approved and accepted by the City of Wood Dale.

SECTION 3: The Mayor is authorized to execute said Amended Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 4: The Mayor, City Manager, Staff, and the City Attorney shall take all the steps necessary to carry out the Amended Agreement.

SECTION 5: All ordinances and resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 6: This Resolution shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

PASSED this 15th day of October 2020

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 15th day of October 2020

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

Published in pamphlet form October 15, 2020

EXHIBIT A
Professional Services Proposal



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

September 21, 2020

City of Wood Dale
404 N. Wood Dale Road
Wood Dale, Illinois 60191

Attention: Ed Cage

Subject: Professional Services Proposal
Traffic Warrant Study
Beinoris-Industrial Traffic Signal
Wood Dale, Illinois

Dear Mr. Cage:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services in connection with the proposed Beinoris Drive eastward extension to IL Route 83 (Busse Road) located in Wood Dale, IL. The primary purpose of these services is to utilize traffic projections from future land development to analyze if a traffic signal is warranted at the Beinoris Drive/Industrial Drive and IL Route 83 (Busse Road) intersection. IL Route 83 (Busse Road) is under the jurisdiction of IDOT District 1 (IDOT D1) and is classified as a Strategic Regional Arterial (SRA).

UNDERSTANDING OF THE ASSIGNMENT

The existing residential neighborhood bounded by Thorndale Avenue on the north, IL Route 83 (Busse Road) on the east, Foster Avenue on the South and Edgewood Avenue will be redeveloped into a mixed-use development consisting primarily of industrial type land uses. Other land uses could be restaurant, commercial, retail. City staff would provide information to CBBEL regarding the future land uses. As part of the redevelopment, the City desires to extend Beinoris Drive from its current intersection with Edgewood Avenue eastward to intersect at IL Route 83 (Busse Road) and Industrial Drive, forming the west leg of the intersection. Provided MUTCD signal warrants in combination with more rigorous IDOT SRA criteria are satisfied, the new intersection at Beinoris Drive/Industrial Drive could be signalized.

The main project tasks are: performing traffic counts, preparing land use plan of future development, developing traffic projections based upon future land uses and performing a traffic signal warrant study at the proposed Beinoris Drive/Industrial Drive and IL Route 83 (Busse Road) intersection.

SCOPE OF SERVICES

The Scope of Services will be distributed into the following tasks:

Task 1: Data Collection: This task will include field reconnaissance, conducting traffic counts and developing base traffic conditions.

CBBEL will perform field reconnaissance to verify existing conditions including speed limits, roadway network and intersection traffic control devices.

CBBEL will conduct eight hours of peak hour turning movement counts at up to five intersections within the study area during a typical weekday (Tuesday-Thursday).

CBBEL will also collect 24-hour, 1-day automatic machine counts for up to five locations within the study area.

The collected traffic count information will be used to develop the base traffic conditions.

Task 2: Preparation of Land Use Plan and Traffic Projections: CBBEL will coordinate with City staff to obtain the proposed land use plan for future development. With the City provided land use plan, CBBEL will prepare aerial exhibits for up to three different land use alternatives.

The site traffic that will be generated by the future land use alternatives will be estimated based on Institute of Transportation Engineers (ITE) trip generation rates. CBBEL will utilize the existing count data collected in Task 1 to estimate the directional distribution of site-generated traffic on the adjacent street system. Background peak hour traffic (non-site) will be combined with the peak period site-generated traffic and assigned to the critical intersections in the study area. CBBEL will develop traffic volumes for up to three different land use alternatives.

Task 3: Traffic Signal Warrant Analysis: CBBEL will utilize the traffic volumes developed in Task 2 when evaluating the MUTCD and IDOT D1 criteria for warranting a traffic signal at the intersection of Beinoris Drive/Industrial Drive with IL Route 83 (Busse Road) for up to three City approved land use alternatives.

The City should be aware that since IL Route 83 (Busse Road) is an IDOT D1 SRA, only the 8-hour MUTCD warrant applies when determining if criteria are satisfied for the installation of a traffic signal. In addition to meeting the MUTCD 8-hour warrant, IDOT D1 has a right turn volume reduction requirement which can make it difficult to satisfy the traffic signal warrant criteria for installation of a traffic signal.

CBBEL will evaluate up to three land use alternatives with the MUTCD/IDOT D1 traffic signal warrant criteria to determine if the criteria are satisfied under base conditions with the site generated traffic.

Provided traffic signal warrants are not satisfied under base conditions, CBBEL will develop future year base volumes. CBBEL will test 5-year and 10-year horizon volumes to determine if signal warrants are satisfied. CBBEL will obtain concurrence from CMAP for 2050 volumes to aid in projecting the base volumes.

CBBEL will summarize the results of the Traffic Signal Warrant Analysis in a Technical Memorandum. This task will include submitting the Traffic Signal Warrant Analysis to IDOT D1 for approval.

Task 4: Site Evaluation: This task will include a preliminary evaluation of the stormwater detention, stormwater retention, and compensatory storage (if any) volume requirements for each of the proposed land use alternatives provided by the City. CBBEL will utilize industry standard methods in adherence with City and DuPage County standards to estimate the required storage volumes based on the building footprints of the proposed land uses. This should ensure that the area for Stormwater management has adequate volume to accommodate the runoff inflow so as to reduce the rate of peak outflow into the downstream storm water system.

The second part of this task will include a preliminary evaluation of the vehicle parking area required based on the proposed land use alternatives. CBBEL will reference ITE publications and the City Ordinance as appropriate to perform the evaluation.

The required drainage volume and parking area requirements will be summarized in a Technical Memorandum.

Task 5: Project Administration and Meetings: This task will include overall project administration and meetings.

Project administration includes managing day to day project effort to ensure efficient project completion.

CBBEL will attend up to two (2) meetings with City staff for project coordination.

Please note, this task will not include attendance at and preparation of materials for Plan Commission and Board meetings and hearings since we cannot accurately estimate the time and cost due to the nature of these meetings.

ESTIMATE OF FEE

We have determined the following costs for each of the tasks described in this proposal as specified on Attachment A. We will bill on a monthly basis at the rates specified in the attached Schedule of Charges. We will establish our contract with the attached General Terms and Conditions, which are expressly incorporated into and are an integral part of this contract for professional services. Supplemental Services will be performed as requested and billed on a time and materials basis.

If this proposal meets with your approval, please sign both copies and return one to us for our files.

Sincerely,



Michael E. Kerr, PE
President

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND
CONDITIONS ACCEPTED FOR CITY OF WOOD DALE

BY: _____

TITLE: _____

DATE: _____

ATTACHMENT A - PROJECT FEES

Task 1: Data Collection	\$ 7,000
Task 2: Preparation of Land Use Plan and Traffic Projections	\$ 7,500
Task 3: Traffic Signal Warrant Analysis	\$ 15,000
Task 4: Site Evaluation	\$ 5,000
Task 5: Project Administration and Meetings	\$ 2,500
Total	\$ 37,000

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
APRIL, 2020

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Landscape Designer I/II	94
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2020.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.



REQUEST FOR COUNCIL ACTION

Referred to Council:	October 15, 2020
Subject:	PD Security Wall/Parking Lot Project
Staff Contact:	Alan Lange, Public Works Director
Department:	Public Works

TITLE: A Resolution Approving an Agreement with G. Fisher Commercial Construction, Inc. for the Police Department Security Wall and Parking Lot Improvement Project in an Amount Not to Exceed \$675,000

COMMITTEE ACTION FOLLOW-UP ITEMS:

Passed 6-0

RECOMMENDATION:

Staff Recommends a Resolution Approving an Agreement with G. Fisher Commercial Construction, Inc. for the Police Department Security Wall and Parking Lot Improvement Project in an Amount Not to Exceed \$675,000

BACKGROUND:

The City Hall parking lot has issues with subsurface drainage which causes water to seep through cracks in the pavement leaving areas saturated and causing ice to build up in the winter creating a hazard. Additionally, the Police Department had previously proposed a project that would expand the parking lot to the property line, adjust the flow of traffic, permit entry from the north and south sides of the parking lot, and protect vehicles from exposure to the elements. The need for a security wall and covered parking structure is further needed to provide better security to the location, obscure the view of the internal portion of the detective's office, administrative offices and sally port from any future development. In addition to the security of the facility, there is consistent traffic in and out of the location, testing of lights and sirens on three different shifts, emergency response to calls for service, gate beeping when opening or closing, and many other noise concerns that will be amplified with any future development at 372 N. Wood Dale Road.

The City previously retained the services of FGM Architects and Robinson Engineering to design the security wall and covered parking structure as well as civil site work. The project was advertised and bids were opened publicly on October 2, 2020. Sixteen bids were received for the project. After reviewing the bids and checking references, FGM Architects recommends the City enter into an agreement with G. Fisher Construction to complete the project. They have performed work for other municipalities with satisfactory results and are the lowest responsible bidder.

ANALYSIS:

Staff had previously budgeted \$112,500 within the CIP for construction services to address the drainage issue however this did not include the security wall and covered parking structure for the Police Department. As the City had not yet received the site assessment when the CIP was created the extent of what was needed at that time could not be known. Several projects originally funded within the CIP for this fiscal year were delayed at the onset of the pandemic including aesthetic and HVAC improvements to the police station totaling \$653,000. These projects would be delayed to cover the cost of construction of the security wall and covered parking structure. Due to the timing of the project and the lead time required for prefabricated steel and concrete structures, the construction of the security wall and covered parking structure may not be completed until early next year. The City Hall parking lot, however would be completed this year. Architects and engineer's estimates of probable construction costs for this project totaled \$672,025, however after these estimates were prepared staff determined additional soundproofing of the annex building and extension of the security wall further to the west would be desired.

DOCUMENTS ATTACHED

- ✓ Resolution
- ✓ Bid Tabulation
- ✓ FGM Architects Recommendation Letter
- ✓ FGM Site Security Study with Cost Analysis
- ✓ Robinson Engineering Cost Estimate

RESOLUTION NO. R-20-72

A RESOLUTION APPROVING AN AGREEMENT WITH G. FISHER COMMERCIAL CONSTRUCTION, INC. FOR THE POLICE DEPARTMENT SECURITY WALL AND PARKING LOT IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$675,000

WHEREAS, the City of Wood Dale (hereinafter referred to as the “City”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks the **G. FISHER COMMERCIAL CONSTRUCTION, INC.** for the **POLICE DEPARTMENT SECURITY WALL AND PARKING LOT IMPROVEMENT PROJECT**; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of **G. FISHER COMMERCIAL CONSTRUCTION, INC.**, the Mayor and the City Council find **G. FISHER COMMERCIAL CONSTRUCTION, INC.** is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this **15th day of October, 2020.**

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this **15th day of October, 2020.**

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk



404 N. Wood Dale Road
 Wood Dale, IL 60191
 PHONE: 630-787-3709
 FAX: 630-766-3898

Location: The City of Wood Dale, 404 N. Wood Dale Road

Project: Police Station Covered Parking

Date: October 2, 2020

Time: 9:00 A.M.

Contractor:	Bid Amount:	Bid Bond:	Addendum:
Schaeffers	\$ 1,016,666.00	✓	✓
Empire Construction Co	\$ 923,451.00	✓	✓
FBG Corporation	\$ 794,104.00	✓	✓
Tandem Construction Inc	694,000.00	✓	✓
Boller Construction Co, Inc.	846,400.00	✓	✓
R.L. Schol General Contra	814,900.00	✓	✓
Stackey Construction Co	772,000.00	✓	✓
Happ	777,777.00	✓	✓
LAC Group, LLC	962,000.00	✓	✓
D. Kersey Construction Co	942,200.00	✓	✓
the Boldt Co.	1,649,162.00	✓	✓
MCG Man USGS General Contracting	777,000.00	✓	✓
Camosy Con	846,900.00	✓	✓
KC Kandis Construction	733,000.00	✓	✓
Lite Construction Inc	883,700.00	✓	✓
G. Fisher	675,000.00	✓	✓

FGM ARCHITECTS

October 05, 2020

Mr. Alan Lange
Director of Public Works
404 N Wood Dale Rd. Wood Dale, IL 60191

Re: The City of Wood Dale
Covered Parking and Site Improvements
FGM# 20-2944.01

Dear Mr. Lange:

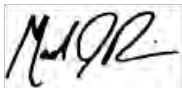
Bids for this project were received on October 2, 2020. The apparent low bidder is G. Fisher Commercial Construction Inc. of Illinois.

FGM Architects has reviewed the qualifications, mandatory pre-bid attendance record and references provided by G. Fisher Commercial Construction Inc. and find that they are a responsible bidder and therefore see no reason not to recommend contract award. Reference checks were performed with the Bolingbrook Fire Department, Village of Bolingbrook, and Village of Homewood. All references checked out with a positive and attenuative review of G. Fisher Commercial Construction Inc.

Please let us know your decision at your earliest convenience. Upon your direction, FGM Architects will draft a construction contract for signatures and issue Notice of Intent letter to the contractor to proceed with the project. It is further anticipated that a preconstruction kick-off meeting be scheduled by FGM Architects with the contractor and Wood Dale and Public Safety team's earliest discretion.

If you have any questions or comments, please do not hesitate to call me.

Sincerely,



Mark Price, AIA
Architect

Cc: Alan Lange, alange@wooddale.com

Ray Lee, FGM Architects, rayl@fgmarchitects.com



CITY OF WOOD DALE POLICE DEPARTMENT

SITE SECURITY STUDY

SUBMITTED TO:
City of Wood Dale
404 N Wood Dale Road
Wood Dale, Illinois 60191

FGM Architects Inc.
1211 West 22nd Street, Suite 700
Oak Brook, Illinois 60523
Phone: 630.574.8300
Fax: 630.574.9292

February 19, 2020
FGM # 20-2888.01

Police Department

Greg Vesta, Chief of Police

William Frese III, Deputy Chief of Police

FGM Architects Team

Raymond Lee, Principal-in-Charge

Mark Price, Project Manager

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SECTION 1 EXECUTIVE SUMMARY

Introduction

The City of Wood Dale commissioned FGM Architects to perform a study to provide a visibility and noise barrier from a potential new apartment complex to be built directly south of the police station. The apartment development is proposing two 36' high apartment buildings located approximately 20-25' south of the property line. The proposed apartments would have visibility into the parking lot and buildings which is a security concern for the police department.

Furthermore, the apartments would be subject to police vehicle light and siren testing which is mandatory for each patrol shift and may also be affected by noise from the indoor firing range at the west end of the police and village hall site.

The City of Wood Dale would like FGM Architects to review 2-3 potential options to mitigate the visibility and noise security concerns. Options that may be considered include the following:

- Construct a wall between the apartment development
- Construct a canopy to cover the parking area and drive. This option may also include sound attenuation for the firing range.
- Construct an indoor parking garage between the police station and apartment development. This option may also include sound attenuation for the firing range.

Each option will require a conceptual cost budgets for the project. The city will utilize this information to determine how it will proceed to mitigate the security concerns

The conclusion of our analysis it became clear that a sound wall or covered canopy is an applicable solution to provide the visibility and noise barrier requested.

Methodology

FGM obtained information for this report through data and documents provided by the City of Wood Dale, W-T Engineering and through a series of discussions with the Police Department. FGM analyzed the proposed apartment building drawings, and existing Police Station Drawings prepared by OWP&P dated 05/01/1989.

Project Goals

For every project, it is important to establish clear goals which will be utilized to guide the direction of solutions and decisions throughout the project. The following goals were identified by the City of Wood Dale.

- The primary goal of this study is to identify potential solutions to provide a noise and visibility barrier to a potential apartment development built on the adjacent site to the south of the police department.

See Section 3 for additional information regarding goals and questions that the City needs answered to as part of this report.

Potential Solutions

- Construct an acoustical precast concrete sound barrier wall along the southern property line from security gate to range, between the apartment development and police station.
- Construct a canopy to cover the parking area and drive. This option may also include sound attenuation for the firing range.

Construct an indoor parking garage between the police station and apartment development. This option presented additional challenges when the analysis was completed. Departmental disturbance along the offices to the south would be significant. External equipment relocation such as tower relocations, transformer relocation and ventilation requirements for an indoor parking garage, as well as the high cost of construction concluded that an indoor parking garage is not a viable solution for this project as the costs are in excess

See Section 4 for additional information regarding analysis and conceptual diagrams.

Project Budgets

The cost impacts and budgeting information of the potential solutions outlined in potential solution described above are broken down later in this report.

See Section 5 for additional information.

Recommendation

Based upon the findings of this report, FGM recommends that the City of Wood Dale pursue the proposed solution, to construct a canopy to cover the parking area and drive. This option may also include sound attenuation for the firing range.

SECTION 2 PROJECT UNDERSTANDING AND METHODOLOGY

Overview

For over 25 years, FGM Architects has provided consulting and architectural design services to municipalities, police, and fire departments and has worked on more than 150 police and over 250 fire station projects. FGM brings a vast amount of knowledge and understanding to this project through previous experience but understands that each municipality has its own unique challenges and goals. Therefore, there is no cookie-cutter project or client and we must work with Department staff members to understand their operational issues.

The goal of this report is to provide the City with information on how to best solve the visibility and noise concerns arising from the potential construction of a new apartment complex to the south of the police department.

Budgeting Methodology

FGM has an extensive database of cost information and used cost per square foot estimates as the budgeting methodology for the conceptual budgets. Because no actual design work has been performed, a budget range is provided for potential construction costs.

Items not Included

Items that are excluded by FGM from this report are as follows:

- Review of building compliance with current codes.
- Accessibility Review and compliance with current code
- Review of existing building mechanical systems
- Review of existing building electrical systems
- Review of existing plumbing systems

SECTION 3 PROJECT GOALS AND QUESTIONS TO BE ANSWERED

Project Goals

For every project, it is important to establish clear goals which will be utilized to guide the direction of solutions and decisions throughout the project. The following goals were identified by the City of Wood Dale

- The primary goal of this study is to identify potential solutions to provide a noise and visibility barrier to a potential apartment development built on the adjacent site to the south of the police department.

Questions to be Answered

To allow for an informed decision-making process, it is important to identify questions that the City needs to have answered as part of this report. The following questions were identified from meetings with the City. A brief answer to each question has been provided in *red italic* type.

1. What does the sound wall look like?

The precast sound wall barrier comes in a variety of looks and masonry or stone patterns. As the patterns and color complexity increase the cost of the wall goes up.

2. How tall is the proposed sound wall?

The precast sound wall barrier wall to achieve the proper sight line and acoustical benefits would be approximately 30'-0" in height from grade.

3. What is the benefit of constructing a covered open to the elements structure?

The covered canopy provides the department with the benefits of an acoustical wall along the southern property line adjacent to the apartment development as well as a covered roof to block visibility and prevent overhead vandalism to police department equipment. The covered parking canopy is approximately 18'-0" in height. The roof will slope to allow for proper drainage and department vehicles will be partially shielded from snow and rain. The canopy can be held off the building to allow all existing equipment to remain and

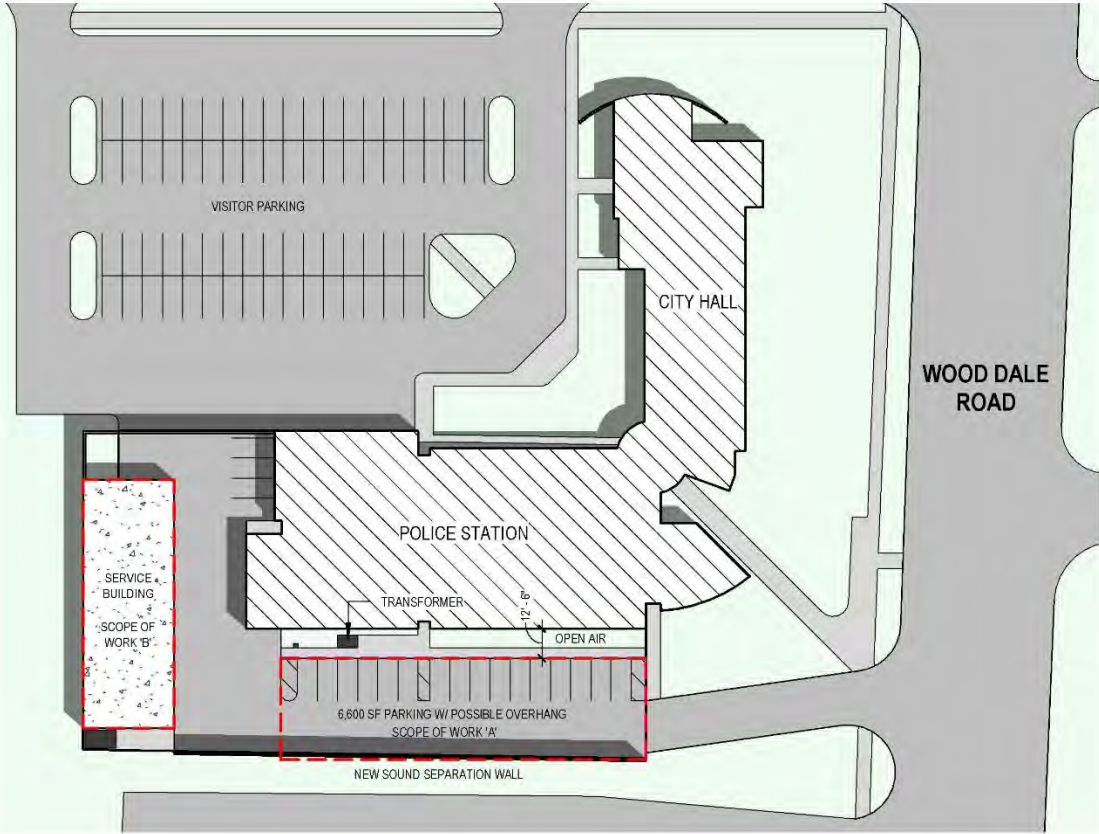
departments along the south with windows to continues to receive natural light.

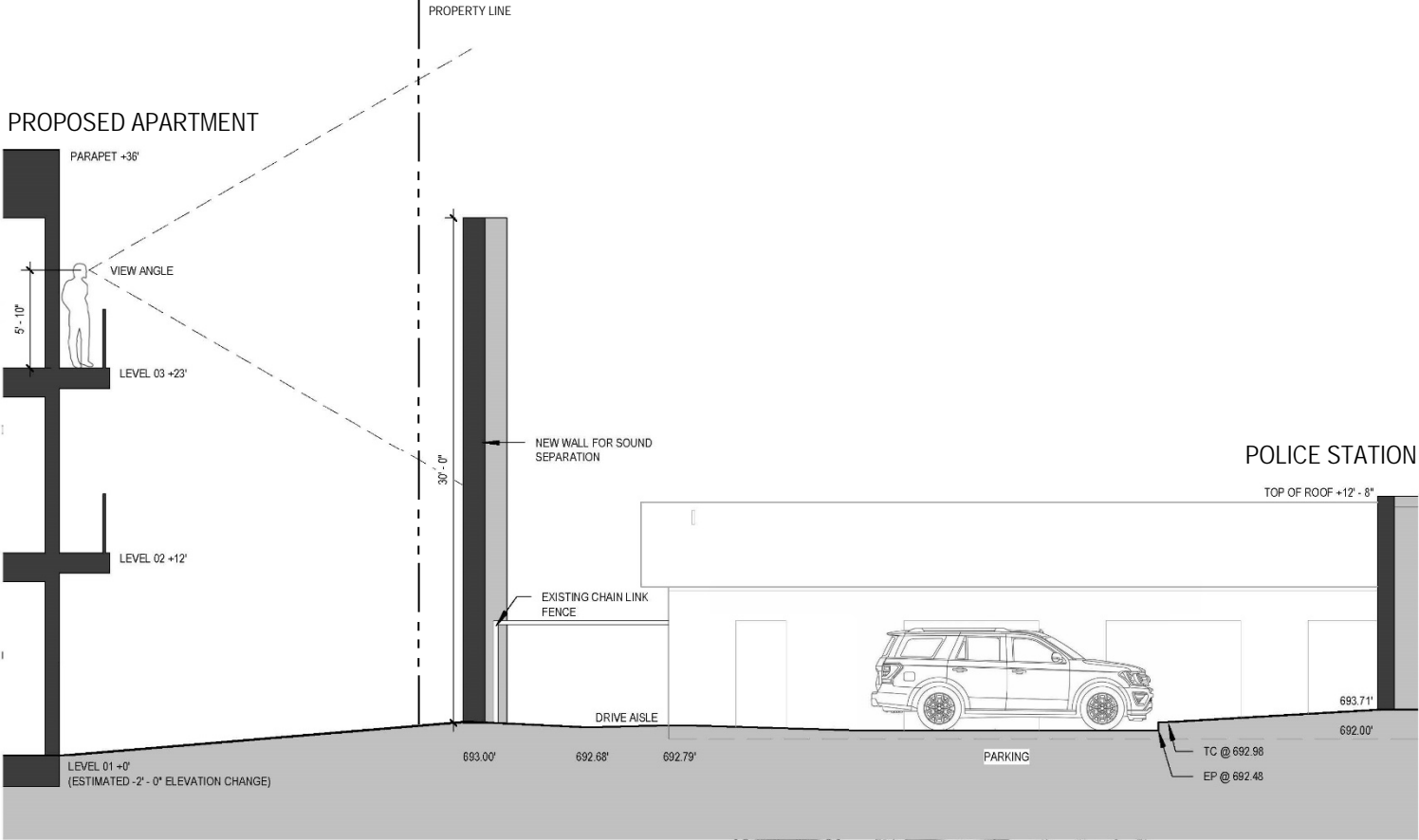
4. How much will potential solution cost?

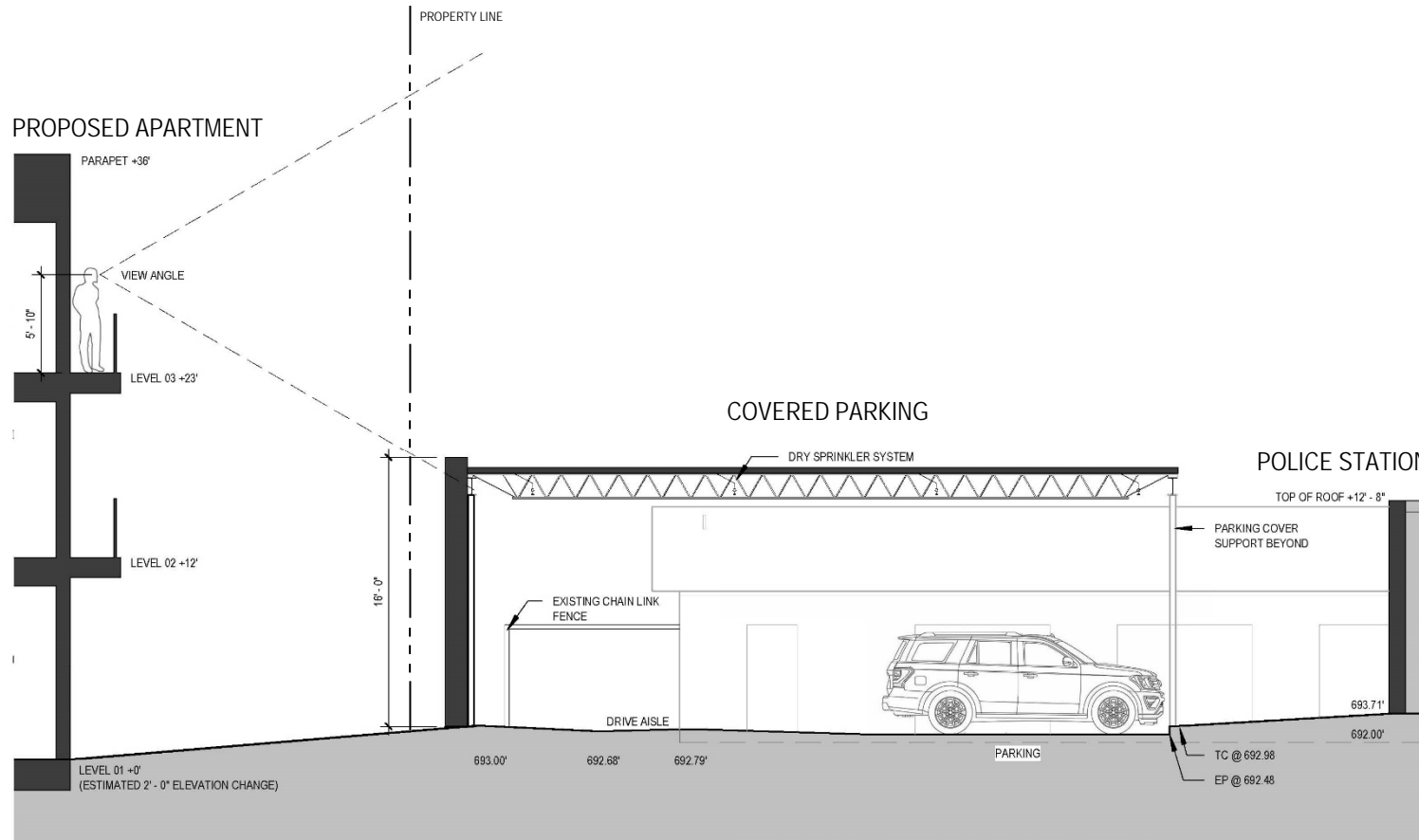
See Section 5 of this report.

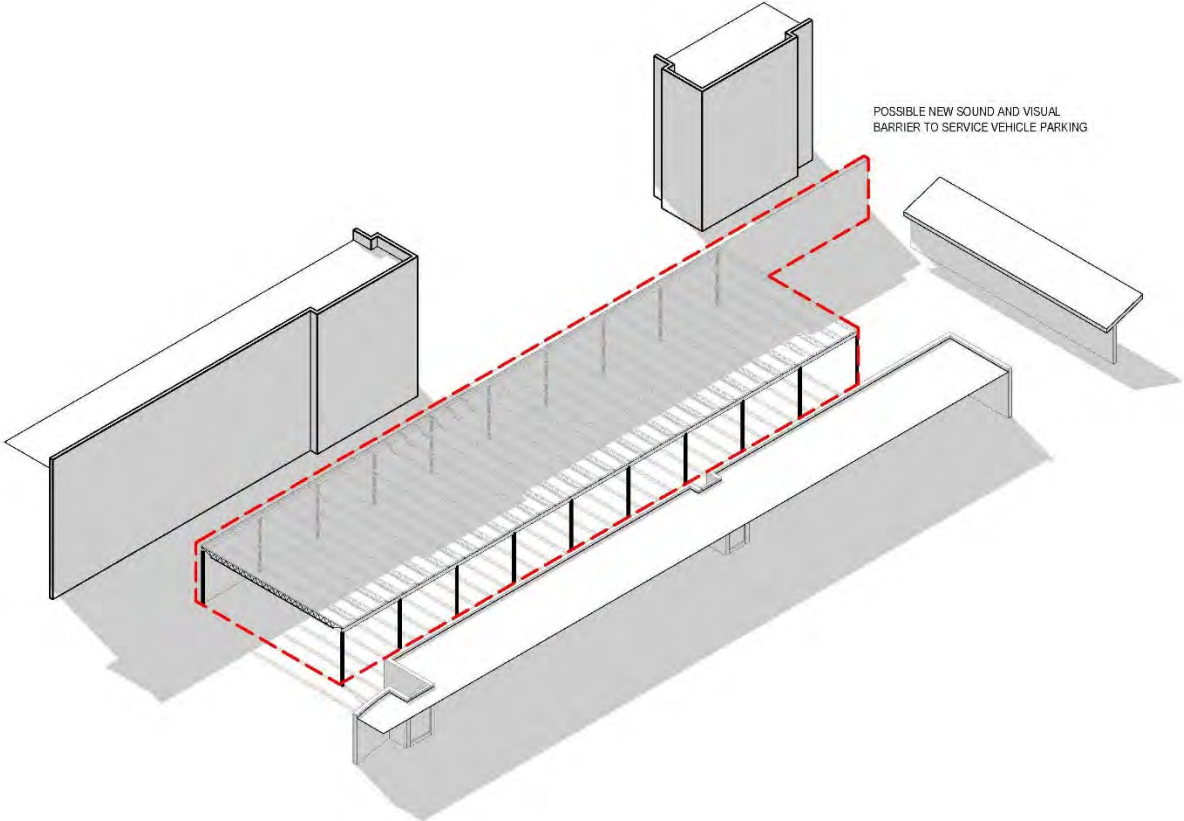
SECTION 4
CONCEPTUAL DIAGRAMS











SECTION 5
PROJECT BUDGETS

Project Budgets

As part of this report, FGM has provided conceptual budgets to implement the project. For the attached summary, the Total Project Budget includes the cost of construction, fees, and soft costs.

Costs are based on a fall 2020 construction start. Budgets will need to be escalated for inflation as required annually after that time frame. Cost ranges have been provided as no actual design work has been performed.

For more details, see the Budgets attached to this section.

Budget Summary

Budgets are provided for the architectural and structural components of the project only.

The following is a summation of the budgets:

Construction of a Precast Acoustical Noise Wall

	Low	High
Construction Budget	\$331,200	\$428,490
Construction Contingency	\$16,560	\$21,425
Design and Pricing Contingency	<u>\$16,560</u>	<u>\$21,425</u>
Total Project Budget	\$364,320	\$471,339

Construction of a Covered Canopy

	Low	High
Construction Budget	\$322,454	\$394,335
Construction Contingency	\$17,489	\$21,083
Design and Pricing Contingency	<u>\$17,489</u>	<u>\$21,083</u>
Total Project Budget	\$384,756	\$463,825

Item		Quantity	Unit	Cost/Unit		Construction Cost		Remarks
				Low	High	Low	High	
OPTION 1 - PRECAST NOISE WALL								
2	Precast Noise Wall Installation	6,000	s.f.	\$ 50.00	\$ 65.00	\$ 300,000	\$ 390,000	
3	Landscape Restoration	2,000	s.f.	\$ 10.00	\$ 12.00	\$ 20,000	\$ 24,000	
4	Option 1 Sub-Total					\$ 320,000	\$ 414,000	
5	Escalation (3.5% for One Year)					\$ 11,200	\$ 14,490	
6	Total Option 1 Construction Costs					\$ 331,200	\$ 428,490	
7	Design and Pricing Contingency (5%)					\$ 16,560	\$ 21,425	
8	Construction Contingency (5%)					\$ 16,560	\$ 21,425	
9	TOTAL OPTION 1 - PRECAST NOISE WALL					\$ 364,320	\$ 471,339	(Design Costs are included in this number)
OPTION 2 - COVERED CANOPY PARKING								
11	Foundations	6,600	s.f.	\$ 4.00	\$ 5.00	\$ 26,400	\$ 33,000	
12	Slab on Grade	6,600	s.f.	\$ 10.00	\$ 12.00	\$ 66,000	\$ 79,200	Includes Asphalt Removal Assumes ReUse
13	Structure	6,600	sf	\$ 3.00	\$ 4.00	\$ 19,800	\$ 26,400	
14	Roof Construction	6,600	s.f.	\$ 7.00	\$ 9.00	\$ 46,200	\$ 59,400	
15	Exterior Walls	3,000	s.f.	\$ 45.00	\$ 50.00	\$ 135,000	\$ 150,000	
16	Electrical Lighting	6,600	s.f.	\$ 2.00	\$ 3.00	\$ 13,200	\$ 19,800	
17	Plumbing	6,600	s.f.	\$ 1.75	\$ 2.00	\$ 11,550	\$ 13,200	
18	Fire Protection	6,600	s.f.	\$ 3.00	\$ 4.00	\$ 19,800	\$ 26,400	
19	Landscape Restoration	2,000	s.f.	\$ 5.00	\$ 6.00	\$ 10,000	\$ 12,000	
20	Sound Proofing Range	1,000	s.f.	\$ 4.00	\$ 5.00	\$ 4,000	\$ 5,000	(K-13 Spray Cellulose Insulation)
21	Option 2 Sub-Total					\$ 337,950	\$ 407,400	
22	Escalation (3.5% for One Year)					\$ 11,828	\$ 14,259	
23	Total Option 2 Construction Costs					\$ 349,778	\$ 421,659	
24	Design and Pricing Contingency (5%)					\$ 17,489	\$ 21,083	
25	Construction Contingency (5%)					\$ 17,489	\$ 21,083	
26	TOTAL OPTION 2 - COVERED PARKING					\$ 384,756	\$ 463,825	

Item		Quantity	Unit	Cost/Unit		Construction Cost		Remarks
				Low	High	Low	High	
27 Allowances for Items Fees and Soft Costs								
28	Architectural and Engineering Fees					\$ 57,713	\$ 69,574	
29	Soil Investigations					\$ 10,000	\$ 12,000	
30	Material Testing During Construction					\$ -	\$ -	
31	Printing Costs					\$ -	\$ -	
32	Permitting/Inspection Fees					TBD	TBD	
33	Utility Company Charges (Electric, Gas, Telephone)					\$ -	\$ -	
34	Utility costs during construction					\$ 15,000	\$ 20,000	
35	Total Allowances for Fees and Soft Costs					\$ 82,713	\$ 101,574	
36 Notes:								
37	Project Budget is preliminary and are based on historical square foot cost information.							
38	Project Budget is based on a Fall 2020 construction start date.							
39	Project Budget does not include LEED Certification.							
40	Project Budgets do not include legal fees or financing costs.							

SECTION 6 RECOMMENDATION

Recommendation

Based upon the findings of this report, FGM recommends that the City of Wood Dale pursue the proposed solution, to construct a canopy to cover the parking area and drive. This option may also include sound attenuation for the firing range.

The recommendation considers the following:

- The least impact on daily operations as the proposed construction will allow for the building to operate as it currently does.
- Provide protection to department vehicles.
- Construct a lower height solution to not create a "canyon condition" with a tall wall.

Next Steps

This report is to be utilized as a starting point and is intended to provide the City with the necessary information to make an informed decision about the viability of a precast sound barrier wall or a covered canopy with a reduced sound wall, to provide the desired visibility and noise barrier requested.

Once the implementation of the chiller installation is ready to move forward, FGM Architects is prepared to assist the City of Wood Dale with the next steps.

COST ESTIMATE

Local Agency City of Wood Dale
Location City Hall & Police Department
Description City Hall & PD Parking Lot Improvements

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

TOTAL COST ESTIMATE					\$208,200.00
Item Number	Items	Unit	Quantity	Unit Price	Total
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	20	\$50.00	\$1,000.00
2	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	400	\$8.00	\$3,200.00
3	PERIMETER EROSION BARRIER	FOOT	320	\$0.00	\$0.00
4	INLET FILTERS	EACH	11	\$0.00	\$0.00
5	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	20	\$50.00	\$1,000.00
6	AGGREGATE BASE COURSE, TYPE B 8"	SQ YD	140	\$15.00	\$2,100.00
7	BITUMINOUS MATERIALS (PRIME COAT)	POUND	300	\$0.50	\$150.00
8	BITUMINOUS MATERIALS (TACK COAT)	POUND	3,900	\$0.50	\$1,950.00
9	LEVELING BINDER (MACHINE METHOD), N50	TON	242	\$75.00	\$18,150.00
10	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	50	\$75.00	\$3,750.00
11	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	510	\$80.00	\$40,800.00
12	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	2,365	\$7.00	\$16,555.00
13	DETECTABLE WARNINGS	SQ FT	70	\$30.00	\$2,100.00
14	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	5,805	\$3.00	\$17,415.00
15	CURB REMOVAL	FOOT	450	\$10.00	\$4,500.00
16	SIDEWALK REMOVAL	SQ FT	1,510	\$3.00	\$4,530.00
17	PIPE UNDERDRAINS, TYPE 2, 6"	FOOT	560	\$25.00	\$14,000.00
18	CONCRETE CURB, TYPE B	FOOT	450	\$30.00	\$13,500.00
19	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	50	\$20.00	\$1,000.00
20	PAINT PAVEMENT MARKING - LINE 4"	FOOT	2,400	\$2.00	\$4,800.00
21	STEEL ADJUSTING RINGS	EACH	4	\$200.00	\$800.00
22	EXPLORATORY EXCAVATION	EACH	3	\$500.00	\$1,500.00
23	SEEDING, SPECIAL	SQ YD	400	\$10.00	\$4,000.00
24	CLASS D PATCHES, 5 INCH	SQ YD	410	\$60.00	\$24,600.00
25	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	50	\$50.00	\$2,500.00
26	GUARANTEE & MAINTENANCE BOND	L SUM	1	\$5,000.00	\$5,000.00
27	STRUCTURES TO BE ADJUSTED	EACH	4	\$500.00	\$2,000.00
28	EARTH EXCAVATION (SPECIAL)	CU YD	60	\$60.00	\$3,600.00
29	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID, SPECIAL	EACH	6	\$1,500.00	\$9,000.00
30	CHAIN LINK FENCE REMOVAL (SPECIAL)	FOOT	235	\$20.00	\$4,700.00



REQUEST FOR COUNCIL ACTION

Referred to Council:	October 15, 2020
Subject:	Bridge Point bike path
Staff Contact:	Brad Wilson, Finance Director
Department:	Finance

TITLE: A Resolution Authorizing the Approval of a Cost-Share Agreement Between the City Of Wood Dale and Bridge Development Partners, the Property Owner, for Reimbursement of Certain Salt Creek Greenway Trail Improvements at the Bridge Point Wood Dale Project, Located At 650-750 N. Wood Dale Road, in a Not to Exceed Amount of \$63,000

COMMITTEE ACTION FOLLOW-UP ITEMS:

Passed – 6-0

RECOMMENDATION:

Approve the attached Resolution entering into a cost-share agreement in with Bridge Development in a not to exceed amount of \$63,000.

BACKGROUND:

As you will recall, Bridge Development agreed to construct a bike path along Wood Dale Road for the entire frontage of their property as part of the redevelopment of the former HSBC site. As they working to construct the bike path, they ran into some utility conflicts.

ANALYSIS:

As they working to construct the bike path, they ran into some utility conflicts. The result of these conflicts would be a bike path that would not meet certain code requirements, specifically width. In order to remedy the situation, ComEd has indicated that three utility poles need to be removed and relocated, where the property narrows to the south.

As this was an unforeseen event and this is a large benefit to the City, i.e. a key connection to the Salt Creek Trail. Staff is recommending to use TIF funds to fund 50% of the estimated ComEd cost, the developer would pay for the other 50% portion. This amount would not exceed \$63,000.

The scope of work is attached and also includes work related to other utilities that have lines on the ComEd poles in question, and other costs related with the relocation of the poles.

DOCUMENTS ATTACHED

- ✓ Resolution
- ✓ Exhibit A - Scope of work and cost estimate

RESOLUTION NO. R-20-73

A RESOLUTION AUTHORIZING THE APPROVAL OF A COST-SHARE AGREEMENT BETWEEN THE CITY OF WOOD DALE AND BRIDGE DEVELOPMENT PARTNERS, THE PROPERTY OWNER, FOR REIMBURSEMENT OF CERTAIN SALT CREEK GREENWAY TRAIL IMPROVEMENTS AT THE BRIDGE POINT WOOD DALE PROJECT, LOCATED AT 650-750 N. WOOD DALE ROAD, IN A NOT TO EXCEED AMOUNT OF \$63,000

WHEREAS, the City of Wood Dale (hereinafter the “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the City possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances pertaining to the public health, safety and welfare; and

WHEREAS, the City Council of the City (hereinafter referred to as the “City Council”) is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

WHEREAS, the City Council possesses full power and authority to approve and pass all necessary ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

WHEREAS, the City Council previously approved the Bridge Point Wood Dale Development for the development of the commercial property located at 650-750 N. Wood Dale Road; and

WHEREAS, said Development contemplated the installation of a Bike Path along Wood Dale Road to the Salt Creek Greenway Trail; and

WHEREAS, during the construction of said Bike Path, issues arose relative to the location of three (3) Com Ed utility poles which impacted the location of the Bike Path or would result in the Bike Path not meeting certain Code requirements of the City; and

WHEREAS, the Developer worked with Com Ed to remove and relocate the aforesaid utility poles; and

WHEREAS, the additional cost to relocate the utility poles, including the removal of the poles, grading, engineering and restoration totals approximately \$126,000 (see Exhibit “A” attached hereto and incorporated herein by reference); and

WHEREAS, the City will realize a benefit to the completion of the Bike Path which serves as a key connection to the Salt Creek Greenway Trail Prairie Path Bikeway System utilized by, among others, residents of the City; and

WHEREAS, the Developer has agreed to undertake the work necessary to relocate the utility poles and to instruct the Bike Path under the parameters of the City Code; and

WHEREAS, the Development is located within a TIF District and the costs associated with the construction of the Bike Path, as referenced herein, are TIF eligible expenses under the TIF Act; and

WHEREAS, the City and the Developer have negotiated an Agreement for sharing the costs of the Bike Path Project, with the City imposing a limitation on the City's contribution not to exceed \$63,000; and

WHEREAS, City Staff has determined that the Project is eligible for participation in TIF Funds and that the Project will benefit the residents of the City; and

WHEREAS, pursuant to the Illinois Municipal Code and the Ordinances of the City, the Mayor and the City Council of the City deem it in the best interest of the City to approve the Agreement with the Developer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, duly assembled in regular session, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: That the Bike Path Reimbursement Agreement with Bridge Point Development Partners ("Property Owner"), for the property located at 650-750 N. Wood Dale Road, whereby the City will reimburse the Property Owner, upon presentment and approval of the invoices related to said portion of the Bike Path on the Salt Creek Greenway Trail, in an amount not to exceed \$63,000 in total.

SECTION 3: The City Manager, Staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 15th day of October, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 15th day of October, 2020.

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

Exhibit A

 CONSTRUCTION CHANGE BUDGET

 Project: Bridge Point Wood Dale
650-750 N Wood Dale Road
Wood Dale, IL 60191

 Date: July 27, 2020

 Project Contact: Mark Houser
Bridge Development Partners

The following change in the Construction Scope is presented for consideration:

Relocate or replace three (3) utilities poles to allow for the installation of the multi-purpose path along Wood Dale Road.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>COST</u>
1	ComEd scope of work budget:	\$ 50,000
2	AT&T scope of work budget:	\$ 15,000
3	Comcast scope of work budget:	\$ 35,000
4	Tree removal allowance:	\$ 5,000
5	Grading allowance:	\$ 8,000
6	Restoration allowance:	\$ 4,000
7	Engineering and easement costs:	\$ 3,000
8	Contingency	\$ 6,000
Total Estimated Cost		\$ 126,000



REQUEST FOR COUNCIL ACTION

Referred to Council: October 15, 2020
Subject: Professional Insurance Brokerage and Risk Management Consulting Services
Staff Contact: Kate Buggy and Brad Wilson
Department: Administration Department

TITLE: A Resolution Approving an Agreement with Mesirow Insurance Services, Inc., an Alliant-owned Company, for Professional Insurance Brokerage and Risk Management Consulting Services in an Amount Not to Exceed \$39,500 Annually

COMMITTEE ACTION FOLLOW-UP ITEMS:

Passed 5-0

BACKGROUND:

As part of the City's Strategic Plan, staff was directed to issue a number of Requests for Proposals/Qualifications this year. One of these items was for Insurance Brokerage and Risk Management Consulting Services, commonly referred to as P&C (Property and Casualty). The RFQ was posted on the City's website and sent to three reputable firms – Mesirow Insurance Services, Inc., an Alliant-owned company ("Alliant"), Arthur J. Gallagher & Co. ("AJG"), and Assurance Agency ("Assurance").

ANALYSIS:

Two firms submitted qualifications in response to the City's RFQ—Alliant and AJG. Assurance did not respond to the RFQ.

In its submittal, Alliant proposed a flat fixed annual fee of \$39,500, with no additional costs for travel or the like. In comparison, AJG proposed two options--the first a brokerage fee of \$45,000, or the second a commission on policies placed. Both proposals come in at under the amount currently payed by the City.

The City has used Alliant as its insurance broker since 2013. The City has an amicable working relationship with the staff at Alliant. The RFQ was not issued based on any known issues with Alliant. Rather, it was a timely matter and the RFQ was issued at the direction of the Council.

Based on the City's current and past working relationship with Alliant, the pricing proposed, and the submittals appearing otherwise relatively comparable, staff recommends that the City enter into an agreement with Alliant for professional insurance brokerage and risk management consulting services pending City attorney review and approval.

The RFQ and the submittals from Alliant and AJG can be viewed at this link:
<https://www.dropbox.com/sh/a8583hmv1rbolv5/AAB2WtQRYk70ItlhFutGuBWZa?dl=0>

DOCUMENTS ATTACHED

- ✓ Resolution
- ✓ Client Service Agreement Between Mesirow Insurance Services, Inc. and City of Wood Dale

RESOLUTION NO. R-20-74

A RESOLUTION APPROVING AN AGREEMENT WITH MESIROW INSURANCE SERVICES, INC., AN ALLIANT-OWNED COMPANY, FOR PROFESSIONAL INSURANCE BROKERAGE AND RISK MANAGEMENT CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED \$39,500

WHEREAS, the City of Wood Dale (hereinafter referred to as the “City”) is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, and its own duly adopted Municipal Code; and

WHEREAS, the City is authorized and empowered under the Illinois Municipal Code, and its Ordinances adopted pursuant thereto, to enter into agreements and to contract for goods and services; and

WHEREAS, the Mayor and the City Council of the City seek to ensure that the City is run effectively and efficiently; and

WHEREAS, the Mayor and the City Council of the City, seeks **PROFESSIONAL INSURANCE BROKERAGE AND RISK MANAGEMENT CONSULTING SERVICES**; and

WHEREAS, these services are necessary to maintain and promote an effective and efficient City Government; and

WHEREAS, after diligent review of the qualifications and services of **MESIROW INSURANCE SERVICES, INC., AN ALLIANT-OWNED COMPANY** (hereinafter referred to as “Alliant/Mesirow”), the Mayor and the City Council find **ALLIANT/MESIROW** is the most qualified firm to perform the duties sought by the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 15th day of October, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 15th day of October, 2020.

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk



**Client Service Agreement
Between
Mesirow Insurance Services, Inc.
and
City of Wood Dale**

This Client Service Agreement (the “**Agreement**”) is entered into between Mesirow Insurance Services, Inc. (“**MIS**”) and the City of Wood Dale (“**Client**”). MIS and Client may be individually referred to herein as a “**Party**” or collectively as the “**Parties**.”

The Parties agree as follows:

I. **Scope of Services**

MIS is hereby engaged to act as the Client’s insurance broker, and shall provide the Client with the services set forth in **Appendix A** (the “**Services**”) for the lines of coverage set forth in **Appendix C** (the “**Coverage**”), in accordance with the terms described herein. **Appendix A** and **Appendix C** may be amended from time to time by written agreement of the Parties.

II. **Compensation**

MIS will be compensated for providing the Services to Client as set forth in **Appendix B**. **Appendix B** may be amended from time to time by written agreement of the Parties. If there is a significant change in the Client’s operations or exposures that affects the nature and scope of its insurance program and/or services needs, MIS and the client agree to renegotiate MIS’ compensation in good faith as appropriate.

III. **Term and Termination**

a. This Agreement shall become effective on TBD (the “**Effective Date**”), and unless earlier terminated as provided for herein shall remain in effect for through TBD (the “**Contract Term**”). Client may extend this Agreement beyond the Contract Term.

b. Notwithstanding the Contract Term, this Agreement may be terminated upon ninety (90) days

written notice to the other Party. In the event of termination of this Agreement by Client prior to expiration of the Contract Term, MIS’s annual compensation will be deemed fully earned in accordance with the following schedule: 60% at commencement of the applicable service term; 75% after four (4) months; and 100% after seven (7) months. In the event of a termination by MIS prior to expiration of the Contract Term, MIS’s annual compensation will be deemed earned on a pro-rata basis. It is further agreed that MIS’s responsibility to provide the Services will cease on the effective date of any termination of this Agreement, except for such continued responsibilities as may be required by law.

IV. **Confidentiality**

MIS agrees to take all reasonable measures to maintain the confidentiality of the information that it receives from Client. MIS will use this information solely to meet the objectives of this Agreement. Conversely, Client recognizes that it may use or be exposed to certain proprietary information and trade secrets of MIS, including but not limited to MIS’ proprietary computer products. Client will take all reasonable steps to maintain the confidentiality of MIS’ proprietary information and trade secrets and will not disclose them to any third-party.

V. **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions.

VI. **Entire Agreement**

This Agreement sets forth the complete, final and entire understanding and agreement of the Parties and supersedes any and all prior oral or written agreements between them. This Agreement may be amended, modified or changed only by a writing signed by both Parties.

In witness whereof, by having their authorized representatives sign below, the Parties each agree to be bound by the terms of this Agreement as of the Effective Date.

Mesirow Insurance Services, Inc.

City of Wood Dale

By: _____
(signature)

By: _____
(signature)

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A

Scope of Services

MIS will perform the following services:

Primary Services

1. Assisting the City in identifying its insurable property and liability exposures and recommending professional methods to reduce, assume, or transfer risk of loss;
2. As requested, providing risk management guidance and training to officials and employees of the City;
3. Advising the City with respect to the suitability of the various existing services being provided by its current property and liability coverage providers;
4. Reviewing with appropriate City officials any additional coverages that should be carried but are not covered by the City's current programs, and subject to the City's authorization, assist in the marketing and placing of such insurance on behalf of the City;
5. Assisting the City if requested in the preparation of applications, statements of values, and similar documents requested by insurance underwriters, it being understood that this is not inclusive of any appraisal work;
6. As requested, reviewing certificates of insurance, endorsements, and contracts with contractors, vendors, and professionals and reviewing any insurance requirements and/or contracts in conjunction with such requests;
7. As requested, reviewing applications for street closures and encroachment for appropriate indemnification and insurance information; and
8. Reviewing loss reports and generally assisting City officials in meeting loss containment objectives.

Additional Services Upon Request by City:

9. Assisting the City if requested in the preparation of its annual insurance budget;
10. Attending meetings with employees and officials as requested to promote the safety objectives of the City;
11. Assisting where needed or requested and only as appropriate in the settlement of claims, with the understanding that the scope of services does not include the work normally done by a public adjustor;
12. Assist in the development if requested of a City-wide policy, regulation, and/or procedure to protect the health and safety of the employees and public and protect the City from liability; and
13. Any other insurance brokerage or risk management services deemed necessary by the City.

Appendix B Compensation

As full compensation to MIS for the services in Appendix A for the lines of coverage set forth in Appendix C, Client shall pay MIS a fee at a rate of \$39,500 per annum. This fee will be invoiced as follows:

- \$39,500 due by January 1, 2021
- \$39,500 due by January 1, 2022
- \$39,500 due by January 1, 2023

With respect to the insurance placed by MIS on Client's behalf (as referenced in Appendix C), MIS will, at Client' request, place insurance coverage on a fixed fee without commission. The fees indicated above include the fixed fee for the placement of insurance coverage. If MIS receives any form of remuneration, directly or indirectly, for such placed insurance coverage from the insurance company, the above fee will be offset by such remuneration.

In the event there is a significant change in Client's operations which affects the nature and scope of its insurance program, MIS and Client shall renegotiate MIS's annual fee in good faith.

Appendix C

Schedule of Policies

- Property, Mobile Equipment, Auto Physical Damage
- General Liability
- Law Enforcement Liability
- Automobile Liability
- Public Officials Errors & Omissions (Including EPLI)
- Employee Benefits Liability
- Crime
- Boiler & Machinery
- Workers Compensation
- Cyber Liability



REQUEST FOR COUNCIL ACTION

Referred to Council: October 15, 2020
Subject: ITEP Funding Resolution
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: A Resolution Supporting the Submission and Execution of an Illinois Transportation Enhancement Program (ITEP) Application and Agreement between the City of Wood Dale and Illinois Department of Transportation

COMMITTEE ACTION FOLLOW-UP ITEMS:

N/A

RECOMMENDATION:

Staff Recommends a Resolution Supporting the Submission and Execution of an Illinois Transportation Enhancement Program (ITEP) Application and Agreement between the City of Wood Dale and Illinois Department of Transportation.

BACKGROUND:

The City has previously been granted STP-Bridge funds for the rehabilitation and/or replacement of the Elizabeth Drive bridge over Salt Creek. As part of this project, the City, in coordination with the Forest Preserve District of DuPage County, has determined it would be beneficial to extend the multi-use path which currently exists along Addison Road as a part of the Salt Creek Greenway Trail to the east carrying over Salt Creek and finally connecting to Wood Dale Road. This allows the Forest Preserve to eliminate an existing structure from their bridge inventory and provides new transportation routes for alternative modes of travel. The STP-Bridge funds are able to be used for the path as a part of the bridge and approach, however do not extend to the path outside of the bridge project limits. Therefore, the City has identified the opportunity to apply for additional funding through the Illinois Transportation Enhancement Program (ITEP) administered by IDOT in order to fund the remaining path segments.

ANALYSIS:

The ITEP program requires an 80/20 state to local agency match. As the path would mutually benefit the City and the Forest Preserve District by providing additional access routes to the Salt Creek Park Forest Preserve entrance on Elizabeth Drive, as well as the fact that certain right-of-way and land acquisition agreements will be necessary, it is anticipated that the Forest Preserve will share the local agency contribution (20% of total project cost) with the City. These intergovernmental agreements will be finalized at a later date after the application has been reviewed and approved by IDOT.

DOCUMENTS ATTACHED

✓ Resolution

RESOLUTION NO. R-20-75

**PROJECT TITLE: ILLINOIS DEPARTMENT OF TRANSPORTATION ENHANCEMENT PROGRAM
(ITEP)**

**A RESOLUTION SUPPORTING THE SUBMISSION AND EXECUTION OF AN ILLINOIS
TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) APPLICATION AND AGREEMENT
BETWEEN THE CITY OF WOOD DALE (THE "CITY") AND THE ILLINOIS DEPARTMENT OF
TRANSPORTATION (THE "DEPARTMENT")**

Whereas, the City of Wood Dale (hereinafter referred to as the "CITY") is a municipal corporation granted the authority to study public transportation problems and developments; and to conduct, in cooperation with other public and private agencies, such studies; and

Whereas, the CITY understands that these transportation issues are multimodal in nature, and that the livability and sustainability of the community is based upon a functional transportation network, which supports these various modes; and

Whereas, the Illinois Department of Transportation (hereinafter referred to as the "DEPARTMENT"), through the Illinois Transportation Enhancement Program ("ITEP") allocates resources to well-planned projects that provide and support alternate modes of transportation, enhance the transportation system through preservation of visual and cultural resources and improve the quality of life for members of the communities; and

Whereas, the CITY has planned for and is in the process of new bridge project on Elizabeth Drive which will also support the accessibility alternative travel modes such as bicycle and pedestrian environments; and

Whereas, the ITEP will enable and encourage use of alternative travel modes for transportation, crossing a natural physical barrier, Salt Creek, to walk and bike to work, to the Metra Station and other businesses and places of employment, as well as areas of interest in the CITY's Central Business District; and

Whereas, the ITEP will make biking and walking to CITY's parks, area schools and numerous areas of recreational interest safer and a more appealing transportation alternative; and

Whereas, the CITY has the power to make and execute contracts, intergovernmental agreements, and other instruments necessary or convenient to further the efforts of planning and implementing such projects, and

Whereas, approval for said ITEP funds will impose certain financial obligations upon the recipient, in this case the CITY, in the amount of 20%, the local share of the project costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

Section 1. The Mayor is authorized to execute and file applications on behalf of the City with the DEPARTMENT for an ITEP Application and Agreement.

Section 2. The Mayor is authorized to furnish such additional information, assurances, certifications and amendments as the DEPARTMENT may require in connection with this Grant Agreement and Application.

Section 3. The Mayor is authorized to and shall take the steps necessary to execute and deliver ITEP Grant agreements and all subsequent amendments thereto between the CITY and the DEPARTMENT for technical assistance grants, and the City Clerk shall attest to said agreements and all subsequent amendments thereto.

Section 4. The Mayor is authorized to and shall take such action as is necessary or appropriate to implement, administer and enforce said agreements and all subsequent amendments thereto on behalf of the CITY.

Section 5. That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 15th day of October, 2020.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 15th day of October, 2020.

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk



REQUEST FOR COUNCIL ACTION

Referred to Council: October 15, 2020
Subject: FY 21 Sidewalk Replacement Final Payment.
Staff Contact: Alan Lange, Director of Public Works
Department: Public Works

TITLE: Approval of Pay Request No. 1 (Final) to Globe Construction, Inc. for the FY 2021 Sidewalk Replacement Program in the Amount of \$21,342.00

COMMITTEE ACTION FOLLOW-UP ITEMS:

N/A

RECOMMENDATION:

Staff recommends approval of a final payment to Globe Construction Services, Inc. for the FY 2021 Sidewalk Replacement Program in the amount of \$21,342.00.

BACKGROUND:

The City of Wood Dale previously entered into an agreement with Globe Construction, Inc. for the replacement of sidewalk squares at various areas around the City. All locations that were determined to be hazardous in Ward 4 along with other various known hazards were completed. The driveway apron leading into water tower two was also included in this contract.

ANALYSIS:

Staff had budgeted \$65,000 within the General Fund – Streets Maintenance for this work. The original contract was awarded to Globe Construction, Inc. in an amount not to exceed \$21,342.

DOCUMENTS ATTACHED

- ✓ Globe Construction, Inc. Final Invoice
- ✓ Final Waiver of Lien

GLOBE CONSTRUCTION INC

1781 Armitage Court
 Addison, IL 60101
 Phone: 630-620-0313
 Fax: 630-620-0205

E-mail: globeconstructioninc@gmail.com

INVOICE

Date	Invoice #
9/24/2020	2068

Bill To
City of Wood Dale 404 N Wood Dale Rd Wood Dale, IL 60191

Project
FY21 Sidewalk Replacement Program

Qty	Item	Description	Rate	Amount
1,300	S/W R&R - sf	5" PCC Sidewalk Removal & Replacement per square foot	9.00	11,700.00
200	S/W R&R - sf	6" PCC Sidewalk Removal & Replacement per square foot	12.00	2,400.00
600	D/W R&R - sf	5-6" PCC Driveway Removal & Replacement per square foot	8.20	4,920.00
18	ADA Panels	ADA Panels-Each	129.00	2,322.00

Total		\$21,342.00
Payments/Credits		\$0.00
Balance Due		\$21,342.00

NET: 30 DAYS



STATE OF ILLINOIS

COUNTY OF DuPage

FINAL WAIVER OF LEIN

Gty # _____

Invoice # 2068

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by **Globe Construction Inc.**

to furnish **Labor and Materials**

for the premises known as

of which **City of Wood Dale** is the owner.

THE undersigned, for and in consideration of **Twenty-One Thousand Three Hundred Forty-Two and xx/100**

(\$21,342.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)

hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE: **September 24, 2020**

COMPANY NAME: **Globe Construction Inc**

ADDRESS: **1781 Armitage Court - Addison, IL 60101**

SIGNATURE AND TITLE: _____

President

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF DuPage

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) **Peter Martire** BEING DULY SWORN, DEPOSES

AND SAYS THAT HE OR SHE IS (POSITION) **President** OF

(COMPANY NAME) **Globe Construction Inc** WHO IS THE

CONTRACTOR FURNISHING **Labor and Materials** WORK ON THE BUILDING

LOCATED AT **Various Locations**

OWNED BY **City of Wood Dale**

That the total amount of the contract including extras* \$ 21,342.00 is on which he or she has received payment of \$ 0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLD G EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Globe Construction, Inc	Labor and Material	\$21,342.00	\$0.00	\$21,342.00	\$0.00
.					
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$21,342.00	\$0.00	\$21,342.00	\$0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE: 9/24/2020

SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th DAY OF SEPTEMBER, 2020

OFFICIAL SEAL
 CHLOIE A KAROLCZUK
 NOTARY PUBLIC, STATE OF ILLINOIS
 MC HENRY COUNTY
 MY COMMISSION EXPIRES 02/22/2023

Chloie A. Karolczuk
 NOTARY PUBLIC



REQUEST FOR COUNCIL ACTION

Referred to Committee: October 15, 2020
Subject: Resolution Amending Resolution R-20-42 –
TIF Terms for Bryn Mawr Avenue
Staff Contact: Ed Cage, Community Development Director
Department: Community Development Department

TITLE: A Resolution Amending Resolution R-20-42, a Resolution Approving the Tax Increment Financing Terms for the Bryn Mawr Avenue Addition to Wood Dale

RECOMMENDATION:

Staff recommends amending the Resolution R-20-42, to request to substitute Nippon Express USA Inc, for Transwestern Development Company, as the recipient of the TIF benefits to reconstruct Bryn Mawr Avenue.

ANALYSIS:

As you will recall, in November of 2019, the City Council approved a TIF benefit agreement with Transwestern Development Company. The agreement was for the reconstruction of Bryn Mawr Avenue from an existing unincorporated residential street, to a fully reconstructed industrial street standard, that complies with all of the City of Wood Dale standards.

At this time, Nippon Express USA, Inc would like to be substituted for Transwestern Development Company as the entity that pays for the road construction, and is subsequently reimbursed for this. This eliminates the developer from the equation and the City TIF funds will go as a refund to Nippon Express USA Inc.

DOCUMENTS ATTACHED

✓ Resolution

RESOLUTION R-20-76

**A RESOLUTION AMENDING RESOLUTION R-20-42, A RESOLUTION APPROVING
THE TAX INCREMENT FINANCING TERMS FOR THE BRYN MAWR AVENUE
ADDITION TO WOOD DALE**

WHEREAS, the City of Wood Dale (hereinafter the “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

WHEREAS, the City possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances pertaining to the public health, safety and welfare; and

WHEREAS, the City Council of the City (hereinafter referred to as the “City Council”) is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

WHEREAS, the City Council possesses full power and authority to approve and pass all necessary ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

WHEREAS, the City Council, on June 18, 2020, approved *A Resolution Approving The Tax Increment Financing Terms for the Bryn Mawr Avenue Addition to Wood Dale*, Resolution 20-R-42; and

WHEREAS, the City is the Owner of certain real property located in the Project Area, which is commonly identified as 800 and 880 Edgewood Avenue, Wood Dale, Illinois; and

WHEREAS, Transwestern Development corporation, a corporate entity authorized and existing in accordance with the laws of the State of Illinois, with its principal place of business at 200 W. Madison Street, Suite 1200, Chicago, Illinois, (the “Developer”); and

WHEREAS, the Owner and the Developer have been working with the City on the redevelopment of the Project Area; and

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, *et seq.* (the “TIF Act”), to finance redevelopment in accordance with the conditions and requirements set forth in the TIF Act; and

WHEREAS, a portion of the Property is within the Area and is eligible to participate in the benefits and burdens of the financing of the Project, as set forth more fully herein; and

WHEREAS, the City approved of the design of the Project, as presented in the Project description and believes the re-zoning, permitting, and other required City actions to effectuate the Project will be approved in the regular course of considering such matters under the City Code; and

WHEREAS, the Developer proposes to construct improvements or Developer Improvements”) in connection with the Project and has demonstrated to the City’s satisfaction that Developer has the experience and capacity to complete the Development; and

WHEREAS, the City Council finds that the Project will significantly strengthen the commercial sector of the City; and

WHEREAS, pursuant to the provisions of the TIF Act, the City outlined the City’s obligation to pay certain Developer’s development project costs incurred, and to pledge the Incremental Property Taxes to the payment of the Reimbursable Developer’s Development Project Costs (defined herein) to assist in financing of the Project; and

WHEREAS, the terms of the Development included listing the Developer as the recipient of the reimbursement of the TIF Funds and Permit Refunds, as set forth in Resolution R-20-42; and

WHEREAS, the Parties wish to include the Owner, Nippon Express USA, Inc., as the recipient of the TIF Funds and Permit Refunds; and

WHEREAS, the Mayor and the City Council have reviewed the request to substitute Nippon Express USA, Inc., for Transwestern Development Company, as the recipient of the aforesaid benefits and have determined that such is in the best interests of the future development of the City and will be beneficial to the residents of the City of Wood Dale.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS MUNICIPAL CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Bryn Mawr Avenue Addition to Wood Dale Tax Increment Finance Benefits Revised Terms, as set forth herein in the Term Sheet marked as Exhibit “A”, attached hereto and incorporated herein by reference, and as may be finalized by the City Attorney, are approved and accepted by the City of Wood Dale.

SECTION 3: The Mayor, City Manager, Staff, and/or the City Attorney shall take all the steps necessary to carry out the terms set forth herein, including the approval of a TIF Benefits Agreement consisting of the terms substantially set forth herein.

SECTION 4: All ordinances and resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

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

PASSED this 15th day of October 2020

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 15th day of October 2020

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

Exhibit A

Exhibit A

Term Sheet

Nippon Express Redevelopment

TERM SHEET

Nippon Express Redevelopment
DRAFT - CONFIDENTIAL
~~October 25, 2019~~ March 26, 2020

TERM SHEET Nippon Express Redevelopment

1. DEVELOPER

- 1.1 Transwestern Development Company (the "Developer")
200 W. Madison Street, Suite 1200
Chicago, IL 60606

2. OWNER

- 2.1 ~~Nippon Wood Dale, LLC (a Nippon Express USA, Inc. entity) (the "Owner")~~
401 East Touhy Avenue
Des Plaines, Illinois 60018

3. CITY

- 3.1 City of Wood Dale, DuPage County, Illinois (the "City")
404 N. Wood Dale Road
Wood Dale, IL 60191

4. PROJECT

- 4.1 The Nippon Express Redevelopment Project (the "Project") consists of three components outlined below. A portion of the Project is located in the Wood Dale Tax Increment Finance District #1 Thorndale Corridor ("TIF District"). See Map 1. Site Map in the Appendix.

Component #1: The improvement of Bryn Mawr Avenue. Bryn Mawr Avenue will be completely rebuilt to a 66-foot right of way street that complies with City standards between IL Route 83 (Busse Road) and Pine Street. Bryn Mawr Avenue will be extended westward to connect to Edgewood Avenue.

Component #2: Corporate Headquarters. The redevelopment of 30-single-family residences into an approximately 300,000 square foot corporate headquarters and warehouse space ("Site") for Nippon Express USA, Inc. (the "Corporate Headquarters"). See Map 2. Component #2 Site Map in the Appendix.

~~Component #3: Transfer of property. Nippon Express will transfer 850 and 950 N. Edgewood Avenue (the "Edgewood Properties") located within the City to the Developer to be substantially renovated or redeveloped into newer industrial building(s).~~

4.2 Project Phases/Timeline

Component #1:
Completion: 6/1/2021

Component #2:
Public hearing: 10/21/2019
City Council: 11/7/2019
Site Permit issued: ~~4/23/2019~~ 4/23/2020
Completion: ~~4/23/2020~~ 4/23/2021

~~Component #3:~~

TERM SHEET

Nippon Express Redevelopment
 DRAFT - CONFIDENTIAL
~~October 25, 2019~~ March 26, 2020

~~_____ Sale of the Edgewood Properties to Developer prior to 12/31/2020.~~

4.3 Parcel ID #s and Ownership

Component #1: Street Improvements
 03-03-402-007: City of Wood Dale
 03-03-402-008: City of Wood Dale ~~currently in negotiations to purchase~~

Component #2: Corporate Headquarters

~~30 Private Owners;~~
 03-03-402-001, -002, -003, -004, -005, -006,
 03-03-404-001, -002, -003, -004, -005, -006, -007, -008
 03-03-405-001, -002, -003, -004, -005, -006, -007, -008, -009, -010, -011, -012, -015, -
 016, -017 and -018

~~Component #3: Edgewood Properties sale to Developer
 03-03-401-011: Nippon Express USA, Inc.
 03-03-401-020: Nippon Express USA, Inc.~~

~~Ownership: CH Realty VIII TDC I Chicago Bryn Mawr, LLC Nippon Wood Dale, LLC Express USA, Inc.~~

5. PRELIMINARY PROJECT BUDGET

5.1 Estimated total development cost for Component #1 is ~~\$1.752~~ million. Estimated total development cost for Component #2 is ~~\$450~~ million.

These estimates are not intended to limit potential spending in any category and cannot be relied upon without further investigation and proof of eligible costs. These estimates are provided to provide an understanding of the approximate costs for each phase. It is possible that individual line item costs may be higher or lower than those in the estimated budget.

Figure 1. Component #1 Preliminary Project Budget

Line Item	Total Cost	TIF Eligible Cost
Land Acquisition	TBD	YES
Hard Costs – Street Construction	1,579,000 TBD	YES
Hard Costs – Sewer and Water Extensions	78,000 TBD	YES
Soft Costs – <u>including architecture, engineering, City and other permits and waivers</u>	TBD	TBD
Contingency	93,000	
TOTAL	\$1,752 00,000	

Figure 2. Component #2 Preliminary Project Budget

Line Item	Total Cost
Acquisition Cost	TBD
Hard Costs	TBD
Soft Costs	TBD
TOTAL	\$450,000,00

TERM SHEET

Nippon Express Redevelopment
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6. TOTAL POTENTIAL ASSISTANCE

- 5.1 The City will transfer ~~portions of City-owned parcels 03-03-402-007 and 03-03-402-008 which are not required for Component #1 to the Developer~~ Owner at no cost. ~~Clawbacks of land if they don't complete Corporate Headquarters?~~
- 5.2 The City will reimburse the ~~Developer~~ Owner for up to ~~\$1,35900,000~~ in TIF eligible costs for Component #1 of the Project via the TIF District, and
- 5.3 The City will reimburse the ~~Developer~~ Owner for up to ~~\$400300,000~~ in eligible City permit fees associated with Component #1 of the Project via the TIF District.

7 AVAILABLE INCREMENTAL REVENUES

- 7.3 The City will use TIF District fund balance and/or make a loan to the TIF fund in order to fund the TIF reimbursements.

8 PROJECT PERFORMANCE EVALUATION

- 8.3 ~~Land sale/grant – What will be require before we sell/give them the land? Full construction funding of the Road at least. Also full consutretion funding for Component #2~~ The City owned parcels shall be conveyed to Owner upon the City's issuance of a site permit for the Project.²
- 8.4 Project performance for the up to ~~\$1,35900,000~~ in reimbursement for costs incurred and paid by the ~~Developer~~ Owner for Component #1 of the Project shall be evaluated based on:
 1. Actual Component #1 costs incurred and paid,
 2. Evaluation of Component #1 to ensure that is built to City standards and is accepted for dedication,
 3. 100% occupancy of Nippon Express Corporate Headquarters (Component #2),
 4. City-certified Total Project costs for the Corporate Headquarters (Component #2) of not less than ~~\$345~~ million, and
 5. ~~Proof of sale or ownership transfer to the Developer of the Edgewood Properties (Component #3).~~
- 8.5 Project performance for the up to ~~\$4300,000~~ in reimbursement for City permit fees incurred and paid by the Owner shall be evaluated based on:
 1. Actual City permit fees incurred and paid for Component #1 of the Project, and
 2. City-certified Total Project costs for the Corporate Headquarters (Component #2) of not less than ~~\$435~~ million

9 PRIOR EXPENDITURES

- 9.3 The City may reimburse for Project Component #1 expenses incurred prior to the execution of the Redevelopment Agreement, provided that the Developer has provided documentation acceptable to the City. The City shall count Project Component #1 expenses incurred prior to the execution of the Redevelopment Agreement toward the final budget, provided the Developer has documented these costs in a manner acceptable to the City.

10 TIF ELIGIBLE COSTS

- 10.3 Any costs related to Component #1 not prohibited from reimbursement under Illinois statute shall be eligible for reimbursement under the terms of this agreement.

Figure 4. Component #1 TIF Eligible Cost Budget

Line Item	TIF Eligible Cost
Land Acquisition	TBD
Hard Costs	TBD
Soft Costs	TBD

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Nippon Express Redevelopment

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TOTAL	
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11 EVENTS OF DEFAULT

- 11.3 Component #1 is not completed or constructed to City standards and is therefore not accepted for dedication by the City within one year of the completion of the Corporate Headquarters.
- 11.4 Nippon Express does not complete the construction of a not less than \$435 million Corporate Headquarters (Component #2) within five years of execution of this RDA
- 11.5 Nippon Express does not 100% occupy the Corporate Headquarters (Component #2) within 5 years of execution of this RDA.
- 11.6 ~~Component #3 is not completed within five years of this RDA.~~

12 CONSEQUENCES OF DEFAULT

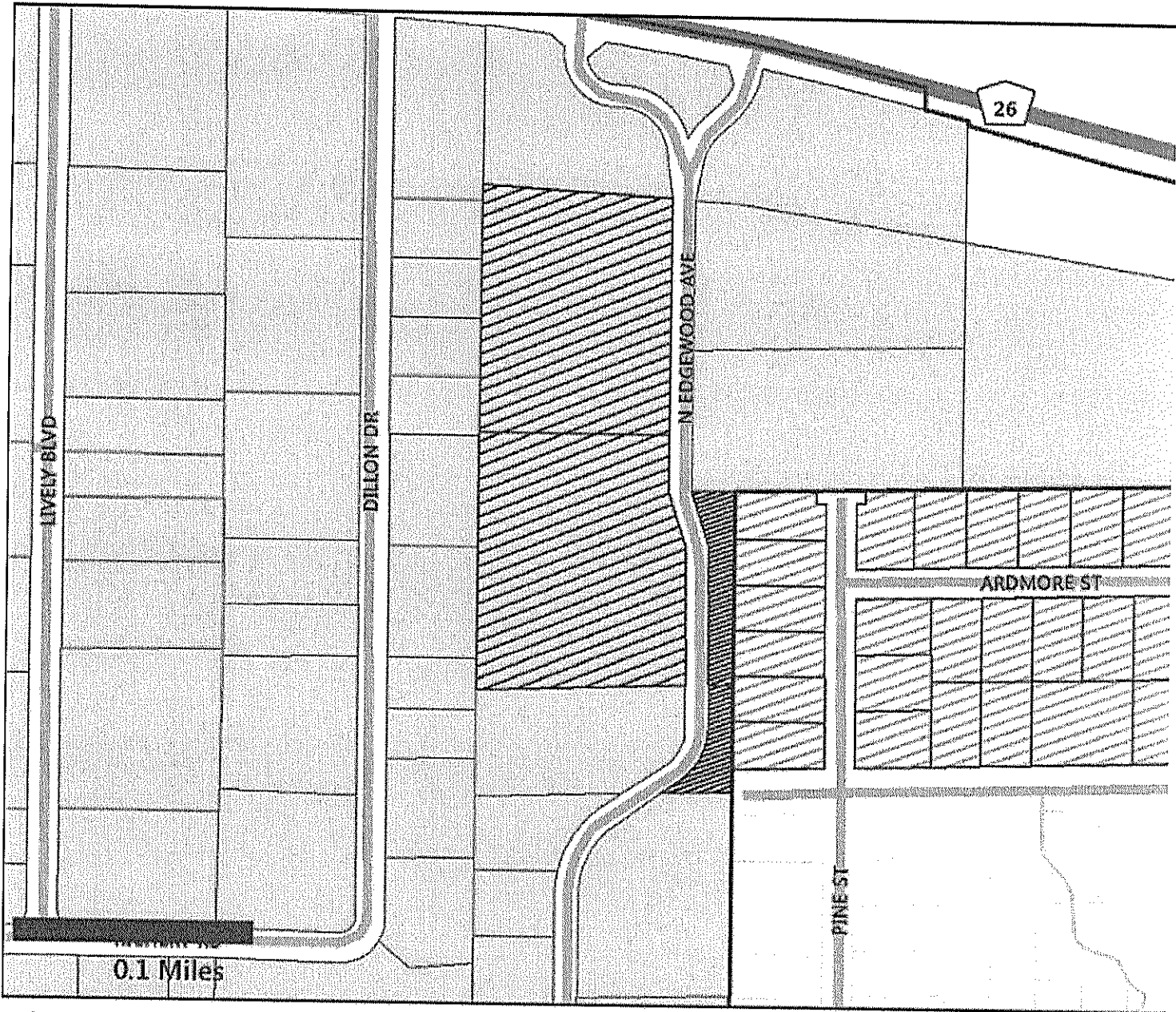
- 12.3 If any of the Events of Default outlined above occur, the ~~Developer~~ Owner may not be eligible for complete reimbursement.
- 12.4 If any of the Events of Default outlined above are not met on the timelines described, the City will reduce the amount of cash assistance by \$10,000 each month.

APPENDIX

Map 1. Site Map

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Nippon Express Redevelopment
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





City of Wood Dale

Development Advisory Services - Bryn Mawr Deal
 10/21/19

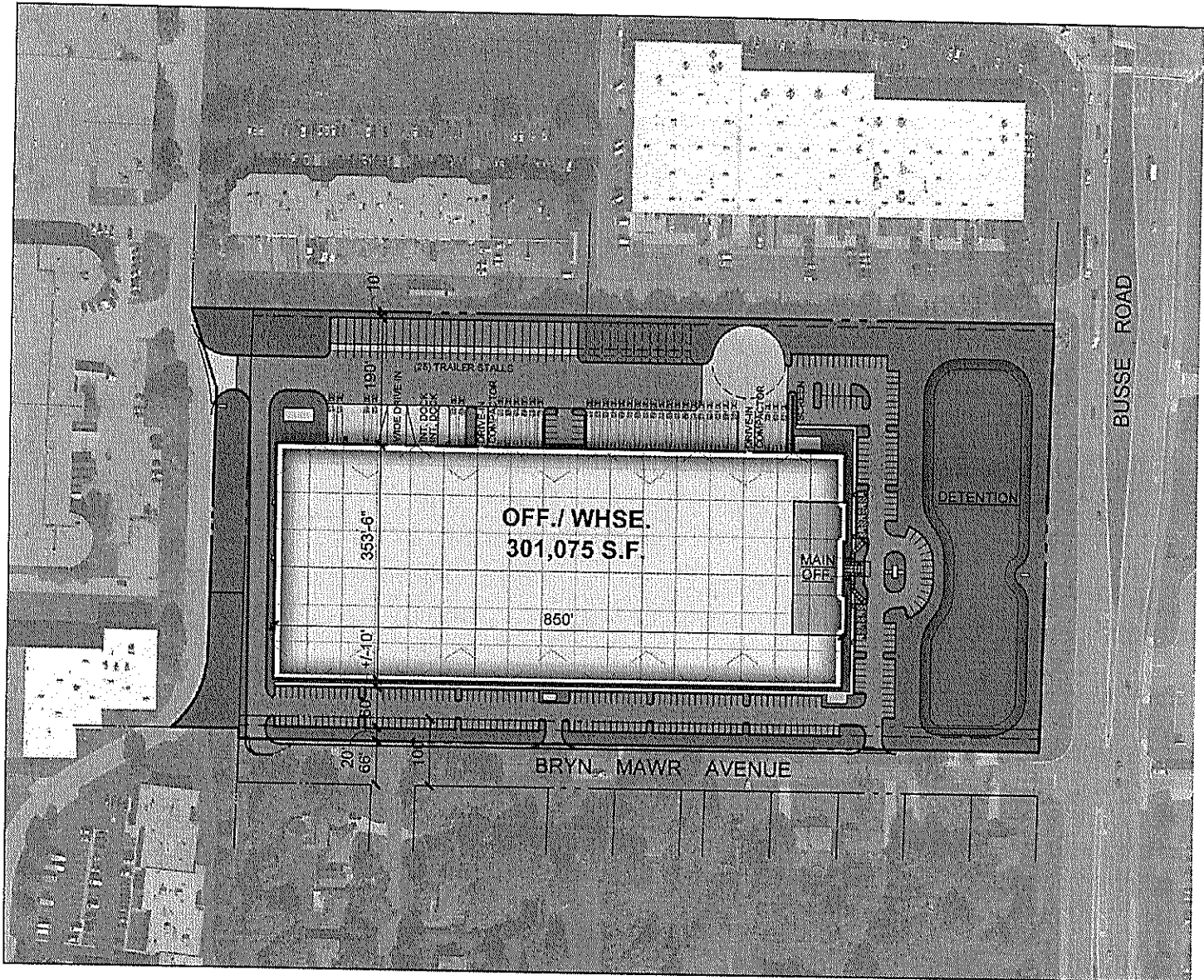
DRAFT

Source: City of Wood Dale, DuPage County, SB Friedman
 Map 2. Component #2 Site Map

-  Wood Dale TIF : Thorndale Corridor
-  Component #1
-  Component #2
-  Component #3

TERM SHEET

Nippon Express Redevelopment
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Source: City of Wood Dale, Harris Architects, Transwestern Development Company



REQUEST FOR COUNCIL ACTION

Referred to Council: October 15, 2020
Subject: List of Bills
Staff Contact: Brad Wilson, Finance Director
Department: Finance

TITLE: List of Bills – 10/15/2020

RECOMMENDATION:

10/15/2020 City Council meeting in the amount of \$1,439,026.31.

BACKGROUND:

<u>Fund</u>	<u>Amount</u>
General Fund	\$ 205,617.93
Road & Bridge Fund	\$ 247.31
Motor Fuel Tax Fund	\$ 15,239.79
Tourism Fund	\$ 17,256.00
Narcotics Fund	\$ 34.95
TIF District #1	\$ -
TIF District #2	\$ -
Capital Projects Fund	\$ 965,334.44
Land Acquisition Fund	\$ -
Commuter Parking Lot Fund	\$ 270.90
Sanitation Fund	\$ (116.12)
Water & Sewer Fund	\$ 235,141.11
CERF	\$ -
Special Service Area Fund	\$ -
Total of all Funds	\$ 1,439,026.31
Total Number of Checks:	63

Purchases are made in accordance with the City's purchasing policies and procedures manual.

Items of interest:

A-Lamp Concrete (\$516,494.22) – The amounts have the LDs already removed.

Kiesler's Police (\$1,163.35) – Ammo and new officer equipment.

Vehicle Purchases:

There were no vehicle purchases on this list of bills.

Committee date:

Council date:

DOCUMENTS ATTACHED

✓ List of Bills

List of Bills - October 15, 2020

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	ACCOUNT	ACCOUNT DESCRIPTION	
11990	A Lamp Concrete Contractors, Inc.	Storm Sewer Improvements- Dalewood/Gilbert	302,227.47	15-R06512	9/23/2020	50010000 46034 CIP	Storm Sewer
		Squaw Creek Improvements	159,888.40	15-R06513	7/16/2020	50010000 46034 CIP	Storm Sewer
		Street Resurfacing Program	54,378.35	18-R0426	6/9/2020	50030000 46031 CIP	Street Improvement Program
			<u>516,494.22</u>				
11991	ABC Humane Wildlife Control & Prevention	Traps/Indicators Reset and Rebaited	65.00	314863	9/19/2020	10024041 42048 PD	Animal Control
		Traps/Indicators Set	65.00	314301	9/17/2020	10024041 42048 PD	Animal Control
		Traps/Indicators Reset and Rebaited	65.00	315274	9/28/2020	10024041 42048 PD	Animal Control
			<u>195.00</u>				
11992	Al Warren Oil Co Inc	850 Gals of Unleaded Gas	1,491.07	W1338058	9/21/2020	10 13001 GF	Gasoline Inventory
		750 Gals of Unleaded Gas	1,304.32	W1339630	9/28/2020	10 13001 GF	Gasoline Inventory
		790.3 Gals of Unleaded Gas, 1211.7 Gals of Diesel	3,515.76	W1340728	10/1/2020	10 13001 GF	Gasoline Inventory
			<u>6,311.15</u>				
11993	Allscape Inc.	Landscape Maintenance	1,050.00	20-0367	9/25/2020	10012061 42011 CS	Maintenance - Building/Grounds
			<u>1,050.00</u>				
11994	Anderson Pest Control	Commercial Service	127.33	6458263	10/1/2020	10012061 42011 CS	Maintenance - Building/Grounds
			<u>127.33</u>				
11995	Anthony Banks	UB Refunds- 137 Bristol Lane Unit 2, 19567	150.00	19567	10/5/2020	63 22002 Water	Customer Deposits
		UB Refunds- 137 Bristol Lane Unit 2, 19567	-27.42	19567	10/5/2020	61 14061 Sanitation	Sanitation Accts Receivable
		UB Refunds- 137 Bristol Lane Unit 2, 19567	-108.85	19567	10/5/2020	63 14063 Water	Water/Sewer Accts Receivable
			<u>13.73</u>				
11996	Anthony LaPointe	UB Refunds- 485 Victoria Dr, 18459	150.00	18459	10/5/2020	63 22002 Water	Customer Deposits
		UB Refunds- 485 Victoria Dr, 18459	-44.73	18459	10/5/2020	63 14063 Water	Water/Sewer Accts Receivable
			<u>105.27</u>				
11997	Anton Tun	UB Refunds- 165 Walnut Ave, 7258	50.00	7258	10/5/2020	63 22002 Water	Customer Deposits
		UB Refunds- 165 Walnut Ave, 7258	-10.29	7258	10/5/2020	61 14061 Sanitation	Sanitation Accts Receivable
		UB Refunds- 165 Walnut Ave, 7258	-9.38	7258	10/5/2020	63 14063 Water	Water/Sewer Accts Receivable
			<u>30.33</u>				
11998	B Haney & Sons Inc	Debris/Brush Disposal	3,520.00	914813340	7/6/2020	10035052 42046 Streets	Forestry Program
			<u>3,520.00</u>				

List of Bills - October 15, 2020

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	ACCOUNT	ACCOUNT DESCRIPTION	
11999	Brothers Asphalt Paving	2020 Street Improvements	390,244.12	09212020	9/21/2020	50030000 46031 CIP	Street Improvement Program
			<u>390,244.12</u>				
12000	Cheryl Parker	UB Refunds- 514 Warren Ct, 19602	150.00	19602	10/5/2020	63 22002 Water	Customer Deposits
		UB Refunds- 514 Warren Ct, 19602	-95.02	19602	10/5/2020	63 14063 Water	Water/Sewer Accts Receivable
			<u>54.98</u>				
12001	Christopher Burke Engineering Ltd	20200420, 460 Dunlay	256.00	161010	9/30/2020	10 22001 GF	Escrow Account
		20200269, 391 Grove	614.60	161009	9/30/2020	10 22001 GF	Escrow Account
		20190505, 520 N WD Rd	1,448.50	161016	9/30/2020	10 22001 GF	Escrow Account
		20200581, 464 Mulberry Lane	470.25	161015	9/30/2020	10 22001 GF	Escrow Account
		20200580, 123 WD Rd	470.25	161014	9/30/2020	10 22001 GF	Escrow Account
		20200400, 376 Crestwood	367.66	161013	9/30/2020	10 22001 GF	Escrow Account
		20200486, 712 N Central	433.29	161012	9/30/2020	10 22001 GF	Escrow Account
		20200476, 1051 N Prospect Avenue	1,914.27	161011	9/30/2020	10 22001 GF	Escrow Account
		20200046, White Oaks Park	2,833.40	161007	9/30/2020	10 22001 GF	Escrow Account
		20200023, 800 North Route 83	1,134.24	161017	9/30/2020	10 22001 GF	Escrow Account
		20200023, Bryn Mawr Reconstruction	2,679.75	161018	9/30/2020	10 22001 GF	Escrow Account
		20200157, 463 Dunlay St	374.75	161008	9/30/2020	10 22001 GF	Escrow Account
		20190052, 330-342 W IP Rd	109.00	161005	9/30/2020	10 22001 GF	Escrow Account
		20190356, 888 AEC Dr	607.04	161006	9/30/2020	10 22001 GF	Escrow Account
		Wood Dale Memory Care	80.50	161003	9/30/2020	10012021 42034 CD	Professional Services
		On-Call Engineering Services	295.00	161004	9/30/2020	10012021 42034 CD	Professional Services
		Richert Station and Tank Maintenance	697.50	161002	9/30/2020	63005085 46048 Water CIP	Plant Maintenance
			<u>14,786.00</u>				
12002	Cirincione	Plumbing Plan Reviews/Inspections- September 2020	2,100.00	09302020	9/30/2020	10012021 42034 CD	Professional Services
			<u>2,100.00</u>				
12003	Commonwealth Edison	269 Irving	11.27	3531026055oct	9/22/2020	21035059 44051 MFT	Electric Utilities
		Street Lights	232.60	2003164030oct	9/25/2020	21035059 44051 MFT	Electric Utilities
		L/S Street Lights	235.60	2811168048oct	9/29/2020	21035059 44051 MFT	Electric Utilities
		948 Edgewood	13.27	1091045118oct	9/24/2020	21035059 44051 MFT	Electric Utilities
		152 Janis	40.69	1977013032oct	9/25/2020	63005081 44051 Utilities	Electric Utilities
		387 Preserve	45.39	1935098099oct	9/25/2020	63005082 44051 Sewer	Electric Utilities
		411 Irving	48.17	4578064010oct	9/23/2020	21035059 44051 MFT	Electric Utilities
		WD & lrv Lights	34.84	1615028013oct	9/30/2020	21035059 44051 MFT	Electric Utilities
		Street Lights	4,651.92	5551084019oct	9/22/2020	21035059 44051 MFT	Electric Utilities

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CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	ACCOUNT	ACCOUNT DESCRIPTION	
		Clock Tower	468.86	2397133276oct	9/24/2020	21035059 44051 MFT	Electric Utilities
		121 E Irving Lights	1,062.66	2720145042oct	9/24/2020	21035059 44051 MFT	Electric Utilities
		Sign Devon Ave	27.09	3683007037oct	9/24/2020	21035059 44051 MFT	Electric Utilities
		SS Irving	270.90	5850739020oct	9/24/2020	60 44051 Metra	Electric Utilities
		144 Commercial	175.49	6018658025oct	9/24/2020	63005081 44051 Utilities	Electric Utilities
		372 Wood Dale	295.95	6102069032oct	9/24/2020	21035059 44051 MFT	Electric Utilities
		970 Lively	28.16	1891117124oct	9/24/2020	21035059 44051 MFT	Electric Utilities
			7,642.86				
12004	Concentric Integration	SCADA Server Upgrade	10,764.00	0216394	9/18/2020	63005081 42021 Utilities	Maintenance Equipment Distribu
			10,764.00				
12005	Constellation New Energy	Street Lights	362.90	18431327601	9/28/2020	21035059 44051 MFT	Electric Utilities
			362.90				
12006	CTMIII, LLC	UB Refunds- 362 Balm Ct, 20548	150.00	20548	10/5/2020	63 22002 Water	Customer Deposits
		UB Refunds- 362 Balm Ct, 20548	-25.67	20548	10/5/2020	63 14063 Water	Water/Sewer Accts Receivable
			124.33				
12007	Daily Herald	Bid Notice- PD Roof	131.10	157189	9/19/2020	50020000 46039 CIP	Police Department Improvements
			131.10				
12008	David Jansen	UB Refunds- 470 Mulberry Lane, 20691	150.00	20691	10/5/2020	63 22002 Water	Customer Deposits
		UB Refunds- 470 Mulberry Lane, 20691	-23.40	20691	10/5/2020	61 14061 Sanitation	Sanitation Accts Receivable
		UB Refunds- 470 Mulberry Lane, 20691	-33.44	20691	10/5/2020	63 14063 Water	Water/Sewer Accts Receivable
			93.16				
12009	Dion Brown	UB Refunds- 125 Bristol Lane Unit 3, 19840	150.00	19840	10/5/2020	63 22002 Water	Customer Deposits
		UB Refunds- 125 Bristol Lane Unit 3, 19840	-0.62	19840	10/5/2020	61 14061 Sanitation	Sanitation Accts Receivable
		UB Refunds- 125 Bristol Lane Unit 3, 19840	-46.80	19840	10/5/2020	63 14063 Water	Water/Sewer Accts Receivable
			102.58				
12010	Discovery Benefits, Inc	COBRA/FSA Monthly- September 2020	150.83	0001228612-IN	9/30/2020	10016000 42034 CS	Professional Services
			150.83				
12011	DuPage Convention and Visitors Bureau	Municipal Dues FY21	17,156.00	4630	9/10/2020	22010000 49025 Tourism	Convention/Visitor's Bureau
			17,156.00				

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CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	ACCOUNT	ACCOUNT DESCRIPTION	
12012	DuPage Water Commission	City Water Purchase- September 2020	165,292.26	01-2300-00sept	9/30/2020	63005081 44053 Utilities	DPWC Water Purchase
			<u>165,292.26</u>				
12013	Dynegy Energy Services	Wastewater/Water Dept Electric Services- Sept 2020	3,452.89	274486820091	9/28/2020	63005081 44051 Utilities	Electric Utilities
		Wastewater/Water Dept Electric Services- Sept 2020	14,168.98	274486820091	9/28/2020	63005082 44051 Sewer	Electric Utilities
			<u>17,621.87</u>				
12014	EGM, Inc.	HVAC Maintenance	997.00	2141	9/1/2020	63005082 42011 Sewer	Maintenance - Building/Grounds
		HVAC Maintenance	397.00	2142	9/1/2020	10015051 42011 PW Admin	Maintenance - Building/Grounds
			<u>1,394.00</u>				
12015	Erika Jinbo	UB Refunds- 339 Essex Ct, 19306	150.00	19306	10/5/2020	63 22002 Water	Customer Deposits
		UB Refunds- 339 Essex Ct, 19306	-80.05	19306	10/5/2020	63 14063 Water	Water/Sewer Accts Receivable
			<u>69.95</u>				
12016	FGM Architects	PD Roof and Sound Wall	34,023.00	20-2994.01-1	9/14/2020	50020000 46039 CIP	Police Department Improvements
			<u>34,023.00</u>				
12017	Freight Specialties, Inc	20190003, Stormwater Mngmt Security Refund	3,851.00	201900031	10/6/2020	10 22001 GF	Escrow Account
			<u>3,851.00</u>				
12018	Gluteck Inc	UB Refunds- 701 Creel Dr, 17312	150.00	17312	10/5/2020	63 22002 Water	Customer Deposits
		UB Refunds- 701 Creel Dr, 17312	-42.13	17312	10/5/2020	63 14063 Water	Water/Sewer Accts Receivable
			<u>107.87</u>				
12019	Gregory & Howe Inc	1 Drug Test	66.00	128977	8/31/2020	10024041 49046 PD	Fitness Program
			<u>66.00</u>				
12020	H&H Electric Co	Street/Traffic Signal Maintenance-Ash/Elmhurst	7,766.50	35524	8/31/2020	21035059 42010 MFT	Maintenance - Street Lights
			<u>7,766.50</u>				
12021	Illinois Association of Chiefs of Police	Membership Renewal- Vesta	220.00	6682	10/1/2020	10024041 42090 PD	Dues And Subscriptions
		Membership Renewal- Frese	95.00	6354	10/1/2020	10024041 42090 PD	Dues And Subscriptions
		Membership Renewal- O'Neil	95.00	6445	10/1/2020	10024041 42090 PD	Dues And Subscriptions
			<u>410.00</u>				

List of Bills - October 15, 2020

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	ACCOUNT	ACCOUNT DESCRIPTION	
12022	IPBC - Intergovernmental Personnel	Monthly Insurance Premium- Oct 20	154,329.07	10012020	9/1/2020	10011014 42061 HR	Health Insurance
		Monthly Insurance Premium- Oct 20	12,396.00	10012020	9/1/2020	63005081 40111 Utilities	Health Care
		Monthly Insurance Premium- Oct 20	20,799.73	10012020	9/1/2020	63005082 40111 Sewer	Health Care
			<u>187,524.80</u>				
12023	Jan Jarosz	Application Refund	950.00	1	9/24/2020	10012021 42086 CD	Publish Legal Notice
			<u>950.00</u>				
12024	Joe Giametta	Class Reimbursement	20.00	09202020	9/30/2020	10024041 42089 PD	Education And Training
			<u>20.00</u>				
12025	Just Safety, Ltd	Medical Kit Resupply- 144 Commercial	34.65	34873	8/4/2020	63005082 44022 Sewer	Safety Equipment
		Medical Kit Resupply- 269 W IP Rd	211.00	34877	8/5/2020	63005082 44022 Sewer	Safety Equipment
		Medical Kit Resupply- Finance	28.40	35205	10/5/2020	10011014 49043 HR	Safety Program
			<u>274.05</u>				
12026	Kiesler's Police Supply, Inc.	PD Operating Equipment	972.95	IN145865	9/15/2020	10024041 46466 PD	Police Operating Equipment
		PD Ammunition	190.40	IN146265	9/18/2020	10024041 44042 PD	Ammunition/Gun Range
			<u>1,163.35</u>				
12027	Knight	Class Reimbursement	20.00	09302020	9/30/2020	10024041 42089 PD	Education And Training
			<u>20.00</u>				
12028	Lisa Wolf	Home Generator Refund-146 Timber Ct	400.00	07162020	7/16/2020	10016000 49085 CS	Generator Grant Program
			<u>400.00</u>				
12029	M & M Lock & Safe Ltd	Community Room Door Repair	169.00	00002270	9/17/2020	10024041 42011 PD	Maintenance - Building/Grounds
			<u>169.00</u>				
12030	Marcin Kozak	UB Refunds- 387 Cedar Ave, 17176	150.00	17176	10/5/2020	63 22002 Water	Customer Deposits
		UB Refunds- 387 Cedar Ave, 17176	-17.75	17176	10/5/2020	61 14061 Sanitation	Sanitation Accts Receivable
		UB Refunds- 387 Cedar Ave, 17176	-93.22	17176	10/5/2020	63 14063 Water	Water/Sewer Accts Receivable
			<u>39.03</u>				
12031	Marco Laure	UB Refunds- 213 Prospect Ave, 5671	50.00	5671	10/5/2020	63 22002 Water	Customer Deposits
		UB Refunds- 213 Prospect Ave, 5671	-5.43	5671	10/5/2020	63 14063 Water	Water/Sewer Accts Receivable
			<u>44.57</u>				

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CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	ACCOUNT	ACCOUNT DESCRIPTION	
12032	Mari Sarricola	UB Refunds- 247 Edgewood Ave, 16668	150.00	16668	10/5/2020	63 22002 Water	Customer Deposits
		UB Refunds- 247 Edgewood Ave, 16668	-9.21	16668	10/5/2020	61 14061 Sanitation	Sanitation Accts Receivable
		UB Refunds- 247 Edgewood Ave, 16668	-117.77	16668	10/5/2020	63 14063 Water	Water/Sewer Accts Receivable
			<u>23.02</u>				
12033	Mark Wesley	UB Refunds- 571 Forest Preserve, 6506	50.00	6506	10/5/2020	63 22002 Water	Customer Deposits
		UB Refunds- 571 Forest Preserve, 6506	-4.03	6506	10/5/2020	61 14061 Sanitation	Sanitation Accts Receivable
		UB Refunds- 571 Forest Preserve, 6506	-26.89	6506	10/5/2020	63 22002 Water	Customer Deposits
			<u>19.08</u>				
12034	Masahide Saito	UB Refunds- 100 Driscoll Lane Unit 1, 17948	150.00	17948	10/5/2020	63 22002 Water	Customer Deposits
		UB Refunds- 100 Driscoll Lane Unit 1, 17948	-23.40	17948	10/5/2020	61 14061 Sanitation	Sanitation Accts Receivable
		UB Refunds- 100 Driscoll Lane Unit 1, 17948	-100.86	17948	10/5/2020	63 14063 Water	Water/Sewer Accts Receivable
			<u>25.74</u>				
12035	Midwest Fence Corporation	PD Parking Fence Repairs	340.00	S35616	9/16/2020	10024041 42011 PD	Maintenance - Building/Grounds
			<u>340.00</u>				
12036	Nicor Gas	331 Edgewood	45.84	77616386478oct	9/28/2020	63005081 44052 Utilities	Natural Gas Utilities
		475 Arbor	45.84	03000235840oct	9/28/2020	63005081 44052 Utilities	Natural Gas Utilities
		387 Preserve	45.84	05465097177oct	9/28/2020	63005081 44052 Utilities	Natural Gas Utilities
		144 Commercial	55.92	06863454192oct	9/28/2020	63005081 44052 Utilities	Natural Gas Utilities
		Royal Oaks	247.31	28882900005oct	9/30/2020	20035058 44052 RB	Natural Gas Utilities
		890 Lively	38.85	61032393516oct	9/23/2020	63005081 44052 Utilities	Natural Gas Utilities
		429 Knollwood	38.35	99560406466oct	9/23/2020	63005081 44052 Utilities	Natural Gas Utilities
		277 Edgebrook	38.33	63335878946oct	9/23/2020	63005081 44052 Utilities	Natural Gas Utilities
		269 Irving	38.81	44347800003oct	9/25/2020	63005082 44052 Sewer	Natural Gas Utilities
		444 Potter	128.00	53400900006oct	9/22/2020	63005081 44052 Utilities	Natural Gas Utilities
		412 Park	52.11	55400900001oct	9/22/2020	63005081 44052 Utilities	Natural Gas Utilities
		256 Mittel	38.85	69653763057oct	9/23/2020	63005082 44052 Sewer	Natural Gas Utilities
		180 Brookhurst	137.03	59430900007oct	9/24/2020	63005082 44052 Sewer	Natural Gas Utilities
		150 Janis	38.35	38546902156oct	9/23/2020	63005081 44052 Utilities	Natural Gas Utilities
		388 Irving	19.73	46617400000oct	9/23/2020	63005081 44052 Utilities	Natural Gas Utilities
			<u>1,009.16</u>				
12037	NSN Employer Services	Management Services- Oct-Dec 2020	318.27	5357	10/1/2020	10016000 42034 CS	Professional Services
			<u>318.27</u>				

List of Bills - October 15, 2020

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	ACCOUNT	ACCOUNT DESCRIPTION	
12038	PACE SUBURBAN BUS	City Bus Services- October 2020	100.00	581876	9/25/2020	22010000 42038 Tourism	Public Transportation
			<u>100.00</u>				
12039	Ray O'Herron Co Inc	Uniform Allowance	74.68	2052603-IN	9/22/2020	10024041 44021 PD	Uniforms
		Uniform Allowance	248.45	2052602-IN	9/22/2020	10024041 44021 PD	Uniforms
			<u>323.13</u>				
12040	Robinson Engineering, Ltd	Stormwater Management Drainage Issues	4,988.00	20090338	9/22/2020	10012021 42034 CD	Professional Services
		Stormwater Management & On-Going Tasks	2,666.50	20090337	9/22/2020	10015051 42050 PW Admin	Engineering Services
		City Hall and PD Parking Lot	13,955.00	20090340	9/22/2020	50010000 46037 CIP	City Hall Improvements
		FY19 Road Program	1,214.00	200101981	5/1/2020	50030000 46031 CIP	Street Improvement Program
		Sludge Management Permit	401.50	20060038	6/8/2020	63005082 42059 Sewer	Industrial Pretreatment
		Wood Dale Continuing Services	1,317.00	20090339	9/22/2020	50030000 46031 CIP	Street Improvement Program
			<u>24,542.00</u>				
12041	Sams Club Direct	Membership Fee	165.00	999999	9/20/2020	10011011 42091 Admin	Dues And Subscriptions - Admin
			<u>165.00</u>				
12042	Superior Ground Service, Inc	Installed planting beds at the Clock Tower	2,856.00	3843	9/28/2020	50010000 46056 CIP	Strategic Plan
		Brush Collection- September 2020	6,025.00	3840	9/21/2020	10035052 42046 Streets	Forestry Program
			<u>8,881.00</u>				
12043	Tacticalgear.com	PD Operating Equipment	34.95	SD004474929	9/28/2020	23024046 44049 Narcotics	Canine Unit
			<u>34.95</u>				
12044	Third Millennium Assoc Inc	Green Pay Server Fee- September 2020	747.60	25360	9/30/2020	63005081 42032 Utilities	Data Processing Service
		Utility Billing- September 2020	1,764.20	25352	9/30/2020	63005081 42032 Utilities	Data Processing Service
			<u>2,511.80</u>				
12045	Toscas Law Group	Railroad Crossing Violations- 09/22/20	450.00	09222020	9/23/2020	10024041 42034 PD	Professional Services
		Tow/Seizure/Truancy Violations- 09/22/20	575.00	092220201	9/23/2020	10024041 42034 PD	Professional Services
			<u>1,025.00</u>				
12046	Total Fire & Safety Inc	Annual Fire Extinguisher Inspection- South Plant	230.00	160164	9/16/2020	63005082 44022 Sewer	Safety Equipment
		Annual Fire Extinguisher Inspection- North Plant	654.00	160165	9/16/2020	63005082 44022 Sewer	Safety Equipment
			<u>884.00</u>				
12047	TransUnion Risk	Person Search- September 2020	60.40	427957-202009-1	10/1/2020	10024041 44039 PD	Detective's Expense
			<u>60.40</u>				

List of Bills - October 15, 2020

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	ACCOUNT	ACCOUNT DESCRIPTION	
12048	Tyler Technologies	ERP Implementation	5,100.00	045-316453	9/18/2020	50010000 46056 CIP	Strategic Plan
				<u>5,100.00</u>			
12049	UIC AFTL	2 Drug Tests	360.00	H0766	9/30/2020	10 36090 GF	DUI Tech Fund Fees
				<u>360.00</u>			
12050	Verizon Wireless	Monthly M2M Charges- September 2020	389.00	9863484758	9/23/2020	63005082 42001 Sewer	Telephone/Alarm Line
				<u>389.00</u>			
12051	Wood Dale Commons LLC	UB Refunds- 325 Irving Park Rd, 20836	150.00	20836	10/5/2020	63 22002 Water	Customer Deposits
		UB Refunds- 325 Irving Park Rd, 20836	-17.81	20836	10/5/2020	63 14063 Water	Water/Sewer Accts Receivable
				<u>132.19</u>			
12052	Wood Dale Depo Center LLC	UB Refunds- 140 Irving Park Rd, 15859	50.00	15859	10/5/2020	63 22002 Water	Customer Deposits
		UB Refunds- 140 Irving Park Rd, 15859	-34.57	15859	10/5/2020	63 14063 Water	Water/Sewer Accts Receivable
				<u>15.43</u>			
	Grand Total			<u><u>1,439,026.31</u></u>			
	Total number of checks - 63						

EXECUTIVE SESSION

October 15, 2020 --- *Tape Recording is the Law!*

Pursuant to Illinois Open Meetings Act, 5ILCS120/2-1 *et seq.* to discuss:

1. Executive Session Official Minutes (Pursuant to 5ILCS120/2(c)(21))
- 2. Land Acquisition (Pursuant to 5ILCS120/2(c)(5))**
3. Land Disposition (Pursuant to 5ILCS120/2(c)(6))
4. Pending Litigation (Pursuant to 5ILCS120/2(c)(11))
5. Probable Litigation (Pursuant to 5ILCS120/2(c)(11))
6. Collective Bargaining (Pursuant to 5ILCS120/2(c)(2))
7. Personnel (Pursuant to 5ILCS120/2(c)(1))