

PUBLIC NOTICE

IN ACCORDANCE WITH THE STATUTES OF THE STATE OF ILLINOIS AND THE ORDINANCES OF THE CITY OF WOOD DALE, NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL WILL CONTINUE ITS REGULAR STANDING COMMITTEE MEETINGS AT 7:30 P.M. ON THURSDAY, MARCH 11, 2021 IN THE COUNCIL CHAMBERS OF THE CITY HALL, 404 NORTH WOOD DALE ROAD, WOOD DALE, ILLINOIS, FOR THE PURPOSES SET FORTH IN THE FOLLOWING AGENDAS:

STANDING COMMITTEES
OF THE
CITY OF WOOD DALE, ILLINOIS
MARCH 11, 2021

I. PUBLIC WORKS COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting
 - i. February 11, 2021 Public Works Committee Minutes
- D. Report and Recommendation
 - Approval of an Intergovernmental Agreement with Illinois Department of Natural Resources for the Flood Hazard Mitigation Project Grant
- E. Items to be Considered at Future Meetings
 - i. New Public Works Building Concept March 25
 - ii. Vets memorial landscaping April
 - iii. Stormwater 2/3 Contract Award April
 - iv. Street Resurfacing Program Contract Award May 13
- F. Adjournment

II. FINANCE & ADMINISTRATION COMMITTEE

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes of Meeting

- i. February 25, 2021 Finance & Administration Committee Minutes
- D. Report and Recommendation
 - i. COVID-19 Local Stimulus Extensions
- DI. Items to be Considered at Future Meetings
 - i. Audit March 25, 2021
 - ii. Investment Policy April/May
- DII. Adjournment

POSTED IN CITY HALL ON MARCH 5, 2021 AT 4:00 PM

LYNN CURIALE, CITY CLERK
BY: MAURA MONTALVO, CITY DEPUTY CLERK



PUBLIC WORKS COMMITTEE MINUTES

VIA ZOOM

Committee Date: February 11, 2021

Present: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski

and Woods

Absent: Ald. E. Wesley and R. Wesley

Also Present: Mayor Pulice, Treasurer Porch, Clerk Curiale, City Manager

Mermuys, Deputy Chief Frese, B. Wilson, A. Lange

Meeting Convened at: 7:43 p.m.

APPROVAL OF MINUTES:

Ald. Woods made a motion, seconded by Ald. Jakab, to approve the minutes of the January 28, 2021 Committee meeting as presented. A roll call vote was taken with the following results:

Ayes: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski & Woods

Nays: None Abstained: None Motion: Carried

REPORT & RECOMMENDATION:

APPROVAL OF REPLACEMENT OF PUBLIC WORKS VEHICLES #210-115 AND #512-087

DISCUSSION:

Mayor Pulice asked about the plow being sufficient on a smaller truck. Director Lange explained the bed was rusting on the old one, and he wants to save some considerable funds and pick up another back-up plow for the fleet. He assured Committee that the F350 is more than capable of handling the snow. The ones being replaced are 2011 and 2008. Staff cycles out the pick-ups every 10 years or so and every 12 years for dump trucks.

VOTE:

Ald. Catalano made a motion, seconded by Ald. Jakab, to approve replacement of Public Works Vehicles #210-115 and #512-087 in an amount not to exceed \$91,840. A roll call vote was taken, with the following results:



Ayes: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski & Woods

Nays: None Abstained: None Motion: Carried

ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

- IGA Tollway March, 2021
- Williams Architect PW New Facility March, 2021

ADJOURNMENT:

Ald. Susmarski made a motion, seconded by Ald. Catalano, to adjourn the meeting at 7:49 p.m. Upon a roll call vote, the motion carried unanimously.

Minutes taken by Eileen Schultz



REQUEST FOR COMMITTEE ACTION

Referred to Committee: March 11, 2021

Subject: Flood Hazard Mitigation Project Grant IGA Staff Contact: Patrick Hastings, Assistant Public Works

Director

Department: Public Works

TITLE: Approval of an Intergovernmental Agreement with Illinois Department of Natural Resources for the Flood Hazard Mitigation Project Grant.

RECOMMENDATION:

Staff recommends the approval of an Intergovernmental Agreement between the City of Wood Dale and Illinois Department of Natural Resources for the Flood Hazard Mitigation Project Grant.

BACKGROUND:

June 2020, Illinois Department of Natural Resources (IDNR) announced funding for a Floodplain Buyout Program. This program is intended to purchase and demolish properties that fall within the floodplain in an effort to alleviate any additional resources and hazards associated with properties built in these areas. Cost-benefit analyses were performed by IDNR for each property to determine that the purchasing and demolishing of the property is more cost friendly than making flood related improvements to the property.

Staff sent letters to those properties that fall within these areas and have shown previous interest in participating in such a program. Five properties responded with interest and were included in the program application:

- 156 Edgebrook
- 185 Edgebrook
- 190 Forest View
- 221 Forest View
- 381 N. Grove

One additional property, 426 Grove, was determined to be a repetitive loss property per IDNR's records and it was suggested placing in the program as a possible alternate with homeowner's approval.

IDNR notified staff of an award of grant funding in February, 2021. Once the IGA is complete, staff will work with independent appraisers to make offers to the property owners. With accepted offers, the structures on these properties will be demolished and returned to their natural state. IDNR has allotted \$1,118,000 for the purchase, demolition and associated costs to perform this project.

ANALYSIS:

Costs associated with applying for this grant were negligible. The City is responsible for payment to the contractor and homeowners then invoices the Illinois Department of Natural Resources for reimbursement at various milestones of the project. Funding was provided in FY 2022 Capital Improvement Plan to be able to pay the upfront costs necessary for this project. The City assumes responsibility for future maintenance of the parcels for which costs are expected to be negligible.

DOCUMENTS ATTACHED

✓ IGA

AGREEMENT

Between

CITY OF WOOD DALE, ILLINOIS

and the

STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES for the

CITY OF WOOD DALE FLOOD HAZARD MITIGATION PROJECT

Contract Number OWR-402

THIS AGREEMENT is made between City of Wood Dale, Illinois, hereinafter referred to as the "**CITY**," and the Department of Natural Resources, acting for and on behalf of the State of Illinois, hereinafter referred to as the "**DEPARTMENT**."

WITNESSETH:

WHEREAS, the CITY and the DEPARTMENT are legal entities organized and existing under the laws of the State of Illinois, having among their powers the authority to contract with one another to perform such undertakings as described herein; and

WHEREAS, under penalties of perjury, the CITY certifies that 36-6008457 is its correct Federal Taxpayer Identification Number and that the CITY is doing business as a government entity; and

WHEREAS, City of Wood Dale has experienced repeated flooding and flood damages from Salt Creek with the most recent flooding occurring in 2019; and

WHEREAS, the CITY's Natural Hazard Mitigation Plan recommends that certain repetitive flood loss properties located within the 100-year floodplain within the corporate limits of the CITY be acquired for public use, thereby eliminating future flood damages; and

WHEREAS, the CITY has applied for Federal mitigation funds through the Hazard Mitigation Grant Program (HMGP) of the Federal Emergency Management Agency (FEMA), that is coordinated by the Illinois Emergency Management Agency (IEMA) and that requires a 25% minimum local match; and

WHEREAS, the CITY proposes the acquisition of 6 homes on 6 parcels, asbestos abatement, clearance of the property acquired; reshaping property acquired to a safe and manageable condition; and preparation of designs, plans and specifications for the clearance and reshaping of property and property acquisition transaction expenses (such as title commitments, attorney fees, preparation of legal descriptions, plat drawings, recording costs, associated appraisal costs and, if necessary, associated survey costs or other similar expenses), hereinafter referred to as the "**PROJECT**" which is part of the larger FEMA Disaster, DR-4461 mitigation effort which includes similar acquisition, demolition and reshaping and

WHEREAS, the City of Wood Dale Flood Hazard Mitigation Project has been reviewed and approved by the DEPARTMENT for participation in the implementation thereof to the

extent allowed by its statutory authority under the "Flood Control Act of 1945," 615 ILCS 15/1 *et. seq.*; and

WHEREAS, based on a document entitled "Report on City of Wood Dale, Illinois Flood Hazard Mitigation Project" prepared by the DEPARTMENT and filed with the Illinois General Assembly as required by law, it has been determined that the DEPARTMENT should proceed to assist the CITY in implementing the PROJECT (Flood Control Act of 1945, 615 ILCS 15/5); and

WHEREAS, the Illinois General Assembly has appropriated funds to the DEPARTMENT for the PROJECT under Public Act 98-0675, Article 8, Section 10 and Public Act 98-0675, Article 8, Section 125; and

WHEREAS, the CITY affirms by the execution of this AGREEMENT that the CITY will accept the local requirements as indicated herein for DEPARTMENT participation in the PROJECT and will assume the perpetual operation and maintenance of the PROJECT; and

WHEREAS, the DEPARTMENT has determined that the execution of this agreement is subject to the signature requirements of the "State Finance Act," 30 ILCS 105/9.02.

NOW THEREFORE, for and in consideration of the benefits to be derived from the implementation of this PROJECT, the sufficiency of which is hereby acknowledged, the parties hereto agree to the following terms and conditions:

A. **SPECIAL CONDITIONS**

- 1. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this transaction.
- 2. The PROJECT is completely voluntary. Neither the state nor the local government will use its eminent domain authority or any other non-voluntary means to acquire the property for open space purposes if the seller chooses not to participate or if the negotiations fail.
- 3. The total estimated cost of the PROJECT is \$1,118,000. The DEPARTMENT will provide up to \$1,118,000, the capitalized value of the flood damage reduction benefits, in the funding of the PROJECT. The CITY will be responsible for the remainder of the costs, which may include funding from other sources such as the Illinois Emergency Management Agency (IEMA).
- 4. The DEPARTMENT's funding obligation of \$1,118,000 will expire upon expenditure of its \$1,118,000 funding obligation, completion of the work covered hereunder or June 30, 2023, whichever occurs first. The DEPARTMENT, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly fails to make an appropriation sufficient to pay such obligation, or if the Governor decreases the DEPARTMENT's funding for the PROJECT by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to the power delegated to the Governor by the Illinois General Assembly, or if The DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations, or if funds needed are insufficient for any reason. The DEPARTMENT will have no obligation to

implement or complete the PROJECT without the necessary appropriation, re-appropriation, and availability of state funds. The CITY will be notified in writing of the failure of appropriation or of a reduction or decrease.

- 5. Attached hereto, marked "ATTACHMENT A," consisting of two pages and made a part hereof by reference, is a listing of each property within the PROJECT. No additional properties or funding will be included without the written consent of both the CITY and the DEPARTMENT, and an amendment to this AGREEMENT.
- 6. All the provisions of this AGREEMENT will be binding upon the successors and assigns of the principal parties hereto.
- 7. This AGREEMENT may only be modified, assigned, supplemented, amended or extended by mutual agreement, in writing, by the principal parties hereto.
- 8. Attached hereto, marked "ATTACHMENT B", and made a part hereof by reference, is a listing of certifications, which must be completed by the CITY.

B. <u>DEPARTMENT OF NATURAL RESOURCES</u>

- 1. The DEPARTMENT will reimburse the CITY for approved PROJECT costs of acquiring property and clearing property. Items eligible for reimbursement by the DEPARTMENT as costs for acquiring property and clearing property are specified in Sections D and E in this AGREEMENT.
- 2. The DEPARTMENT will reimburse authorized costs based on billing(s) furnished by the CITY to the DEPARTMENT with supporting documentation as evidence that the work covered under such billing(s) is completed and in connection with the PROJECT. No billing(s) from the CITY covering any work will be paid by the DEPARTMENT until the state funds appropriated are released and obligated, and the DEPARTMENT has given written permission to the CITY to proceed with the work. No billing(s) will be honored covering any work accomplished prior to the obligation of funds and written permission by the DEPARTMENT to proceed.
- 3. If financial assistance was received by any of the property owners listed on ATTACHMENT A prior to the PROJECT then benefits affidavits must be completed by the owner(s) of those properties regarding duplication of benefits (ATTACHMENT C) along with receipts and any other applicable documentation of the received aid and provided to the DEPARTMENT by the CITY. The DEPARTMENT will require the CITY to subtract from the acquisition purchase price, or other PROJECT costs, the amount of the assistance received by the owner(s) of each property for the same purpose as the PROJECT. If the monetary aid was spent for its intended purpose, the CITY will not subtract the amount documented by the receipts provided by the owner(s) of each property.
- 4. Plans, specifications, bids and any contract awarded for the PROJECT that is to be reimbursed in whole or in part with DEPARTMENT funds must be pre-approved by the DEPARTMENT. All appraisals, title commitments, offers and property acquisition transactions must be reviewed and approved by the DEPARTMENT before closing. The DEPARTMENT may have personnel present at any closing involving DEPARTMENT funds.

- 5. The DEPARTMENT will order all title commitments for each property within the PROJECT and will prepare all legal descriptions and plat drawings for those properties as required for the PROJECT. The DEPARTMENT may, at its sole discretion, choose to defer preparation of any legal descriptions and plat drawings required for the PROJECT to the CITY for review, approval and reimbursement by the DEPARTMENT, throughout the implementation of the PROJECT.
- 6. The DEPARTMENT will furnish technical assistance, guidance, and personnel to aid and assist the CITY, as determined by the DEPARTMENT, throughout the implementation of the PROJECT. Administration costs and work accomplished by DEPARTMENT personnel (including travel expenses) will not be charged to the PROJECT.

C. <u>CITY OF WOOD DALE</u>

- 1. The CITY will acquire the property, demolish or otherwise remove the improvement(s) on the property acquired, develop the designs, plans and specifications needed, prepare contract documents, solicit bids, award contracts, supervise the work and perform all other work necessary to complete the PROJECT. Administration costs and work performed by CITY personnel (including travel expenses) will not be a part of the PROJECT costs.
- 2. All contracts let by the CITY for construction of the PROJECT will (i) require that the contractor abide by the provisions of the "Prevailing Wage Act," 820 ILCS 130/0.01 *et. seq.*; and (ii) require that the DEPARTMENT be included as a named insured by said contractor's commercial general liability insurance policy.
- 3. The CITY will be responsible for the payment of all costs over and above the DEPARTMENT's \$1,118,000 maximum funding obligation. The CITY will document through resolution provided to the DEPARTMENT, that it has sufficient funds to complete the PROJECT before the DEPARTMENT's written permission to proceed with this AGREEMENT.
- 4. The CITY will obtain all federal and state permits, in the name of the CITY, as may be necessary to implement and maintain the PROJECT. The CITY will be responsible to pay any and all permit fees that may be required for the issuance of a permit for the PROJECT. The CITY will be responsible to obtain any local permits required to construct and maintain the PROJECT and will provide copies of all such permits obtained to the DEPARTMENT. Execution of this agreement does not relieve the CITY from obtaining any permit required by the DEPARTMENT.
- 5. The CITY will be responsible to abide by all federal, state and local laws, ordinances, rules and regulations during construction, operation and maintenance of the PROJECT and to satisfy all state environmental laws, regulations and executive orders that apply because of state funds being used on the PROJECT.
- 6. The CITY will maintain, for a minimum of five years after the completion of this PROJECT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT; all books, records and supporting documents related to the PROJECT will be available for review and audit by the Auditor General and/or the DEPARTMENT; and the CITY agrees to cooperate fully with any audit conducted by the Auditor General and/or the DEPARTMENT and to provide full access to all relevant materials. Failure to maintain the

books, records, and supporting documents required by this Paragraph 6 will establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under this AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

- 7. The CITY will vigorously enforce the CITY zoning and subdivision ordinances. The CITY will further maintain eligibility in the National Flood Insurance Program and will continue to adopt and enforce appropriate ordinances to satisfy the Federal Emergency Management Agency and the DEPARTMENT's requirements relative to the regulation of development in floodways and floodplains under the jurisdiction and control of the CITY.
- 8. The CITY will maintain all acquired flood prone property in an open, safe, neat and manageable condition from the time of closing with the private owner, hereinafter referred to as the "**SELLER(S)**," until fee title is transferred by the DEPARTMENT pursuant to Section F herein. Plans for redeveloping the property for open space public use will be subject to review and pre-approval by the DEPARTMENT.
- 9. The CITY will hold and save the DEPARTMENT and any of its duly appointed agents and employees harmless against any loss, damage, cause of action, fine or judgment, including all costs connected therewith such as attorney and witness fees, filing fees and any other expenses incident thereto, that may be incurred by reason of personal injury, death, property damage or any and all other claims or suits of whatsoever nature that might arise or result from or as a consequence of the implementation, construction, operation and maintenance of the PROJECT. The CITY will further hold the DEPARTMENT harmless in regard to the handling and disposal of any special or hazardous wastes which might be discovered on property rights acquired by the CITY in connection with this PROJECT. The CITY will not be obligated or responsible to hold the DEPARTMENT harmless against any loss, damages, costs or expenses arising out of the negligent acts or omissions by the DEPARTMENT or its agents or employees.

D. ACQUISITION OF PROPERTY

- 1. Acquisition of property means the fee purchase of real property, vacant or with fixed improvements, from private owners within the PROJECT area. Acquisition of property does not include the purchase of any real property owned by a unit of local government.
- 2. The DEPARTMENT will reimburse the CITY for property acquisition costs including associated transaction expenses (such as attorney fees, recording costs, associated appraisal costs and, if necessary, associated survey costs, preparation of legal descriptions and plat drawings costs, or other similar expenses), based on billings from the CITY and approved by the DEPARTMENT. Any expenses incurred by the CITY prior to the execution date of this AGREEMENT will be the sole responsibility of the CITY. Moving and relocation expenses are not reimbursable costs.
- 3. Property acquired will be purchased in fee with title running in the name of the People of the State of Illinois, Department of Natural Resources, Office of Water Resources. Property acquired will have title insurance coverage equal to the purchase price of each parcel. The approval of title by the Illinois Attorney General will be required before closing and will be coordinated by the DEPARTMENT.

- 4. Should litigation be necessary to quiet title in the purchase of any property, the CITY agrees to join such proceedings in accordance with direction given by the Illinois Attorney General's Office. Should the Attorney General hire a Special Assistant Attorney General, such services will be paid by the DEPARTMENT as part of the PROJECT costs.
- 5. One written appraisal will be required for each parcel of property being acquired as part of the PROJECT. This appraisal will be done by a Certified General Appraiser, licensed in the State of Illinois, selected by the CITY, pursuant to a bid solicitation process and approved by the DEPARTMENT. The DEPARTMENT will have the right to require a second appraisal on any property. Should a second appraisal be required by the DEPARTMENT, a Certified General Appraiser, licensed in the State of Illinois and approved by the DEPARTMENT will be used and paid for directly by the DEPARTMENT as part of the PROJECT costs. If the SELLER desires an appraisal not required by the DEPARTMENT, the cost incurred for that appraisal shall be borne by the SELLER.
- 6. Salvage of any structural items may be removed by the SELLER only if the value of those items is <u>deducted</u> from the appraised value of the property and only if requested and identified by the SELLER <u>before</u> the property appraisal and only if permission is given by the DEPARTMENT in writing. The SELLER must remove the salvage by the time of closing. All structures must be demolished and all improvements must be demolished or removed by the CITY under an advertising/bid process approved by the DEPARTMENT. Only non-porous materials and non-porous items may be salvaged.

E. <u>CLEARANCE OF PROPERTY</u>

- 1. Clearance of property means the clearance of all structures from and the restoration to a safe and manageable condition of any property purchased with state funds, located within the PROJECT area. Clearance of property also includes sealing abandoned wells and private sewer disposal systems and the reshaping and reseeding of property to meet the public use plan. The DEPARTMENT will review and approve the CITY's property clearance and public use plans.
- 2. All abandoned water wells within the PROJECT area are required to be sealed in accordance with the rules and regulations of the Illinois Department of Public Health.
- 3. All abandoned private sewer disposal systems are required to be filled in and sealed in accordance with the rules and regulations of the Illinois Department of Public Health.
- 4. The DEPARTMENT will reimburse the CITY for clearance of property costs based on billings from the CITY and approved by the DEPARTMENT.
- 5. All contractors performing the clearance of property must be selected by the CITY pursuant to a bid solicitation and pre-approved by the DEPARTMENT.
- 6. The relocation or alteration of franchised, public or company owned utilities such as electrical, telephone and cable television lines, gas, oil, sewer and water pipelines within the PROJECT area are not reimbursable costs.

F. TRANSFER OF PROPERTY

- 1. Title to the property acquired under the terms of this AGREEMENT will be conveyed by the DEPARTMENT to the CITY as soon as possible after the closing between the DEPARTMENT and the SELLER, and all clearance of property has been accomplished. The DEPARTMENT will prepare a Quit Claim Deed covering each parcel of property acquired to convey fee simple title to the CITY and submit such to the Governor of Illinois for approval as provided by law, 615 ILCS 15/4. Upon approval by the Governor, the conveyance will be forwarded to the CITY for recording. The CITY will provide the DEPARTMENT with a copy of the recorded conveyance. The CITY will bear the cost of recording this conveyance. After the DEPARTMENT receives copies of the recorded final conveyances, the DEPARTMENT and the CITY will contact the title insurer and request that the property title be updated to include the final conveyance and that the title insurance policy be transferred to the name of the CITY for a nominal fee. Any expenses of title examination, survey and related work for this transaction will also be borne by the CITY. These expenses are not included as part of the PROJECT costs.
- 2. The CITY will assume responsibility for any legal, administrative or other expenses that may be incurred as a result of the transfer. Any taxes, general and special assessments, sewer assessments, water charges, utility charges and similar expenses are not to be apportioned and will be assumed by the CITY. The property will be conveyed in an "as is" condition. The DEPARTMENT will not be responsible for compliance with any notes or notices of violations of the law or municipal ordinances or requirements issued by any governmental body having jurisdiction against or affecting the premises.
- 3. The conveyance from the DEPARTMENT to the CITY will be subject to specific restrictive covenants that the property is dedicated in perpetuity for open space public use and purposes and that the CITY will faithfully manage the property for its designated open space purpose and for public use. Further, the restrictive covenants will not allow the CITY to erect or permit to be erected any structures or other improvements on the property unless such structures and improvements are pre-approved in writing by the DEPARTMENT to assure that they will not be subject to flood damage. All of the foregoing restrictive covenants and agreements will run with the property.
- 4. The property will be transferred from the DEPARTMENT to the CITY subject to zoning and building laws and ordinances, easements, agreements, reservations, covenants and restrictions of record, any statement of facts an accurate survey might show, encroachments and variations from the record lines of hedges, retaining walls, sidewalks and fences and any prior reservation of minerals. The property will be transferred to the CITY, as accepted by the DEPARTMENT, from the SELLER.
- 5. The DEPARTMENT will reserve all present rights and any future rights which may occur to enforce the restrictive covenants or agreements both at law and in equity. The CITY agrees that any breach or threatened breach of the covenants and conditions may be enjoined upon the application by the DEPARTMENT. In addition, the Director of the DEPARTMENT will have the option to reclaim the property if the CITY fails to remove or correct any violation of the covenants or conditions within thirty (30) days after the mailing of written notice thereof by said Director to the CITY.

6. The CITY agrees that it will not convey the property or any interest therein without the express written approval and consent of the Director of the DEPARTMENT. The DEPARTMENT will only consider conveyance of the property by the CITY to another unit of government for open space public use and purposes. Any such unit of government must be willing to accept the restrictive covenants running with the property. Any conveyance document from the CITY to another unit of government must be approved by the DEPARTMENT before it is executed by the CITY or accepted by the unit of local government.

G. MAINTENANCE OF PROPERTY

1. The CITY agrees to maintain the property as public open space. If any property ceases to be used for public open space, it shall revert back to the DEPARTMENT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written, and represent that the signatories below are duly authorized to execute this AGREEMENT on behalf of their respective bodies, and the effective date of this AGREEMENT is the date approved and executed by the Director of the DEPARTMENT.

STATE OF ILLINOIS APPROVED: **RECOMMENDED:** Colleen Callahan, Director Loren Wobig, Director Office of Water Resources **Department of Natural Resources** Date: ____ Date: _____ **APPROVED: APPROVED:** Renee Snow, Legal Counsel Brad Colantino, Chief Fiscal Officer Date: _____ Date: _____ **CITY OF WOOD DALE** ATTEST: APPROVED: Lynn Curiale, City Clerk Nunzio Pulice, Mayor Date:_____ Date:_____

ATTACHMENT A

City of Wood Dale

List of Potential Acquisition Sites

ADDRESS	PROPERTY IDENTIFICATION NUMBER
156 Edgebrook	03-16-205-003
185 Edgebrook	03-16-203-030
190 Forest View	03-16-201-044
221 Forest View	03-16-202-013
381 N. Grove	03-09-413-012
Alternate	
426 Grove	03-09-403-007



FINANCE & ADMINISTRATION COMMITTEE MINUTES

Committee Date: February 25, 2021

Present: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski

& Woods

Absent: Ald. E. Wesley and R. Wesley

Also Present: Mayor Pulice, City Manager Mermuys, Treasurer Porch, Clerk

Curiale, Police Chief Vesta, A. Lange, B. Wilson, E. Cage, K. Buggy,

P. Hastings, B. Garelli, G. Paplauskas, N. Kace

Meeting Convened at: 7:30 p.m.

APPROVAL OF THE MINUTES:

Ald. Jakab made a motion, seconded by Ald. Catalano to approve the minutes of the February 11, 2021 meeting as presented. Motion passed unanimously on a roll call vote 6-0.

REPORT & RECOMMENDATION

FY 2022 BUDGET

DISCUSSION:

Finance Director Wilson presented the FY2022 Budget. He reported there were no expanded level items this year for additional programs or personnel. The Facility Manager position that was approved as an expanded level for FY2021 was never filled due to COVID and was subsequently removed. This is still on staff's radar but won't be filled this year with the ongoing Pandemic.

Director Wilson proceeded to review each fund and any significant changes. With the implementation of ERP and the handling of healthcare, that line item had to be changed from Central Services to be tied to each individual and their home organization code.

The six different fund types are as follows: General Fund, Special Revenue (includes Road and Bridge, MFT, TIF funds), Capital Projects, Enterprise (Metra Lot, Sanitation, Water & Sewer), Internal Service Fund, and Trust/Agency (Police Pension Fund and SSA). There are 15 active funds, with 7 of those having an increase and the remainder having a decrease.

Budget Overview – Director Wilson reviewed the budgeted and projected amounts for last year and the proposed for this year. There were no expanded level sheets for this year. In 2021



there was money budgeted for a dead issue for the project in the second TIF that did not happen, so that money was not spent in FY2021. Personnel costs are per the union contracts so they were built in accordingly. IMRF rate went down a little due to better than what was projected for the returns on their investments. Some departments did change fairly dramatically, but that has a lot to do with losing of Central Services and reallocation of healthcare costs.

General fund shows a decrease in expenses for this year. The Mayor and Clerk's Office are consolidated into one; Legal, IT, Marketing and Human Resources have their own org codes. The Building Maintenance account is the HVAC Contract, cleaning services, etc. that got moved to a different division.

Based upon current trends and expectations despite COVID, the General Fund is expected to end the year with \$550,000 more or less depending on the last few months of the fiscal year. Revenues are lower than expected, but that is being picked up in Expenses coming in less. The General Fund budget shows a surplus of over \$206,000 as presented. The money (\$150,000) for rent for the property for the new Public Works building wasn't included as it will be gone within six months to a year.

Investment income - bank interest is nothing again, but there is a fair amount of money at IPBC health insurance pool and they have more broader investment authority and can generate better returns on those monies. Summary of expenses – contractual is down 40% but that is for health care that got moved into the Personnel line item. Other is going up 8% largely driven by the increase in the Police Pension Fund contribution.

Use Tax increased as this is based on IML's guidance, and comes with online taxation. Telecommunication tax is less due to a lot of people eliminating home phone lines. The cell phone tower leases are in the water fund.

Alarm fees are for false burglar alarm fees for businesses in town. They are given three warnings first for mistakes. A few years back City Council passed an ordinance to charge for police responses. Invoicing is done by the Police and goes through Finance. In 2019 they switched over to a new Records system and had to categorize them, so the program was paused for four months during that time. By end of the year, they started up again, so 2020 was another full year of having those in place.



Operating Departments

Administration

IT increased for licensing fees for ERP and some potential specialized consulting services for items related to COVID like system security. An inquiry was made regarding printing charges being higher than budgeted. City Manager Mermuys explained staff always shops for the lowest price, but the increase is due to the increase in public information mailers being sent out to all residents. Ald. Messina requested a breakdown of marketing costs for newsletters, mailings, etc. along with vendors. Local vendors are always used if they have the lowest price.

Community Development

Under Personnel, this is the first full year of the Housing Building Inspector being full-time. Professional Services decreased with having the Plan Reviewer in-house. Staff has also made some changes with inspections that are more efficient.

Finance

Audit services, generator grant program and sales generated grants were moved into Other, and auditing fees went into Contractual Services. Although there are five employees, they are counted as 4.25 since the Utility Billing person is technically budgeted out of the water fund out of Utilities, and .25 is the summer intern for vehicle stickers.

Police

Decrease in contractual is due to Traxguard contract. The increase in Other is largely on moving of contributions of the Police Pension Fund into the Police Operating Budget instead of Central Services. Salaries are down since the department is down by three Patrol positions. Once those are filled, the vacancy in Investigations can be filled. With retirements, any new hires will come in at a lower salary.

Board of Fire and Police

This is a year that will have both Patrol and Sergeant testing.

Public Works Admin

The Facilities Manager position was removed since it was never filled and will not be filled again this year due to the Pandemic.

Streets

There is an increase in Landscaping and Forestry on city properties. Also, two gypsy moth sprayings were budgeted, but only one was done. A second one is only done if necessary. The cost for one is \$10,500.



Vehicle Maintenance No major differences

Central Services

This account is effectively closed as of May 1, 2021.

Special Revenue Funds

Road and Bridge had a decrease for traffic signs and traffic control. Commodities is the only natural gas lights in Royal Oaks.

MFT

Decrease of \$35,000 due to previously budgeted minor road repair and patching got consolidated into the Street Maintenance Fund.

Tourism

Community events went down cancellation of Prairie Fest and decrease in community signage with that program coming to end, and decrease in economic development expenses. Hotel tax is down 75% from the previous year. Staff expects it to come back a little, but that amount is unknown due to not being able to have any conferences this year with the dead conference market. Ald. Jakab asked if the City was able to help out the local hotels at all. Director Wilson stated they would've had liquor license fees waived, but nothing else from the City.

Narcotic Forfeiture

No changes.

TIF District 1

The only known thing budgeted at this time is the \$800,000 transfer to the CIP for the Public Works facility. It's the only known quantified project at this time.

TIF District 2

This money was for a proposed project that did not come to fruition. When budget was prepared there were no known or approved projects.

Capital Projects Fund

One is the General Capital Projects Fund and the other is the Land Acquisition Fund.

CIP

Council discussed this at the January 14th Committee Meeting and some of the changes made were incorporated into the Budget. These include moving Irving Park street lights back, moving



surveillance cameras and some money for technical assistance. Two cameras were included in the Police Department line items, but it is not yet known exactly where they will be placed. \$40,000 was put in 2023 but was then moved into 2022 along with another \$10,000, so a total of \$50,000 was added to the FY2022 budget for cameras.

Land Acquisition Fund
Nothing is planned at this time.

Enterprise Funds Reviewed briefly.

Commuter Parking Lot

An additional \$175,000 was budgeted in FY2021 for work at the Metra Lot, but that project got pushed off and bumped up to \$200,000 and rolled into 2022. The daily parking fee is \$1.50 a day. No recent survey has been done to compare to other neighboring communities along the Metra line. Ald. Catalano requested this be reviewed to determine when the last increase was done.

Sanitation Fund

Money comes in from utility bills for garbage service. The City pays the garbage company and then does an interfund transfer.

Water Sewer Capital Projects

This was closed out last year.

Ald. Catalano inquired about credit card fees. Director Wilson explained there are fewer people using the Metra lot so the fees are only from daily riders which changed with COVID. Chief Vesta stated that the credit cards accepted by the Police Dept. are for administrative tows, and an outside processing company is used. For someone to pay those fees, they pay an additional fee so the City gets the full amount. Also, different cards have different fees.

Water Sewer Funds

With the rate increase, revenue is being projected to be 8.4 million.

Utilities Division

A large portion is the award for the I&I Program. One thing pronounced is the interfund transfer. To better cost out each division, the transfer was allocated to CERF. Net amount is the same, but it is how it got allocated between the two divisions.



Wastewater

Interfund transfer of \$12,500 was for the Facilities Manager that was not hired. Contractual service increase is for station maintenance.

Internal Service funds

CERF Fund is where a portion of a vehicle is funded each year. Mayor Pulice clarified that money is put aside every year, but once the City starts replacing those large plow trucks in the next few years, this fund will start to diminish; it is not just a large amount of money sitting there.

Police Pension Fund

It is unknown how this budget will look down the road with the statewide consolidation.

Chief Vesta noted there will be an annual administrative fee and the proposed consolidation will force Wood Dale's Fund to liquidate investments which will cost the Fund, and the state is not covering that cost.

SSA Fund

This is just paying the debt service on the last few years of bonds for Special Service Areas 12, 13 and 14. The City refinanced a few years ago to cut a year and half off the debt service, so there are three years left before it is done. SSA 11 was paid off last year. We did change the life on SSA15 and 16 to be dormant, so those two are not showing up on here.

VOTE:

Ald. Susmarski made a motion, seconded by Ald. Woods, to approve the Budget FY2022 as presented. A roll call vote was taken, with the following results:

Ayes: Ald. Catalano, Jakab, Messina, Sorrentino, Susmarski & Woods

Nays: None
Abstained: None
Motion: Approved

ITEMS TO BE CONSIDERED AT FUTURE MEETINGS:

None

ADJOURNMENT:

Ald. Susmarski made a motion, seconded by Ald. Catalano, to adjourn the meeting at 9:02 p.m. A roll call vote was taken with all members voting aye. Motion carried 6-0.

Minutes taken by Eileen Schultz



REQUEST FOR COMMITTEE ACTION

Referred to Committee: March 11, 2021

Subject: COVID-19 Local Stimulus Extensions

Staff Contact: Brad Wilson, Finance Director

Department: Finance

TITLE: COVID-19 Local Stimulus Extensions

RECOMMENDATION:

Provide direction related to the local COVID-19 stimulus items that were put in place in 2020. Staff is seeking direction related to each item and whether or not to continue them, and if so, what is the new end date.

BACKGROUND:

Due to COVID-19, the City implemented a number of local stimulus items.

Liquor License – relief to restrictions 50/50 Outdoor dining cost share Liquor License – waiver of fees Utility bill penalty/shut-off Dial-A-Ride fees

ANALYSIS:

Liquor License restriction relief:

In 2020, the outdoor dining provisions and liquor license guidelines that allowed for current liquor license holders to serve alcohol in the parking lot was successful, with minimal complaints. One issue that did arise with one of the locations was outdoor music playing beyond the 9:00 pm deadline. This complaint, verified by observations of the Police Department, was addressed through correspondence with the Liquor Commissioner. There were no additional complaints through the rest of the summer.

The Police Department staff feels that the outdoor temporary liquor license could be accomplished once again this year, with the previously established limits to include requirements that the outdoor service area is segregated for seating and away from vehicular traffic, and a prohibition on any outdoor music or entertainment after 9:00pm. This will ensure that the activities do not negatively impact the surrounding neighborhoods.

50/50 Cost Share:

The City did a 50/50 cost share of outdoor expenses up to \$2,500. In 2020 a total of \$17,858.63 was paid to 12 restaurants.

Liquor License renewal fee:

In 2020 we waived the annual liquor license fee for all classes except GS, P, and those License Holders categorized as a supermarket-type establishment. All businesses must still comply with the renewal process as they normally would in order to be issued a proper license.

Any new applications would be subject to the initial application fee.

Water penalties and shut-offs:

The last time the City assessed penalties and did shut-offs for non-payment of utility bills was March, 2020 due to COVID-19. Original guidance from the Council was to continue this until February.

At some point, the City needs to resume at a minimum some level of enforcement of unpaid utility bills. Staff has looked at the reports, and there is a significant backlog of delinquent payers.

Staff is of the opinion that while we need to be returning to a normal collection and shutoff process, doing so in one fell swoop is not advisable due to the number of accounts that are behind. A better interim step would be to send a letter indicating that we resume our normal procedures in May (that is a decision point) to allow people time to begin catching up and making arrangements should they need to do so.

Dial-A-Ride fees:

The last time the City charged for Dial-A-Ride rides was March, 2020. We have not yet resumed charging as there are still restrictions in place, making a full reopening impossible. With the vaccine rollout, staff did not feel it prudent to resume the fee as there may be some using the service to get their vaccine.

Historical Society Covid Relief Request:

Per Council request we have added this item to the agenda as the Historical Society had sent a letter to the Council asking for relief funds. There is no other background information on this item at this point.

DOCUMENTS ATTACHED

✓ Liquor License Holder List

Business Name	Liquor License Class
JB's Inn	А
GFII Cardel	A
Frank's Fresh Market	A
Double Tree	A
Crossroads	A
WD Express	A
Ugazdy	A
Tomczaks	A
White Cottage	А
Aces Lounge	A-R
Woody's	A-R
True Cuisine	CA
WD Bowl	E
Park District	G
Maple Meadows	G
Thornton's	GS
WD Mobil	GS
Seven Eleven (7-11)	GS
Shell	GS
GFII Cardel	Н
Double Tree	Н
American Legion	N
VFW	N
L & M Liquors	Р
Jewel Osco	Р
Target	Р
Chicago Wine Company	Р
TJ Liquors	Р
Seven Eleven (7-11)	Р
Amazon Fresh	Р
WD Discount Liquors	Р
Sweet Baby Rays	R
Art Gallery Café	R
Marinos	R
YueSun	R
Taqueria Azteca	R
Pizza Kitchen	RVG
Christy's	RVG