

CITY OF WOOD DALE

NEXT ORDINANCE NUMBER: O-22- 010

NEXT RESOLUTION NUMBER: R-22- 14

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, MARCH 17, 2022 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
MARCH 17, 2022

I. CALL TO ORDER

II. ROLL CALL

Mayor Pulice

Alderman Ames

Alderman Catalano

Alderman Curiale

Alderman Jakab

Alderman Messina

Alderman Sorrentino

Alderman Susmarski

Alderman Woods

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES

A. March 3, 2022 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. COMMUNITY DEVELOPMENT COMMISSION
 - i. Appointment of _____ For a Two (2) Year Term
Commencing on March 17, 2022 and Expiring on April 30, 2024

VII. CITY MANAGER'S REPORT

VIII. CONSENT AGENDA

- A. Omnibus Vote
 - i. A Resolution Seeking to Approve an Intergovernmental Agreement Between the City of Wood Dale and the Village of Addison for Certain Police Services
 - ii. A Resolution Seeking to Approve an Intergovernmental Agreement Between the City of Wood Dale and the Wood Dale Park District for Certain Police Services
 - iii. A Resolution Approving an Agreement between the City of Wood Dale and KSK Landscaping & Handyman Corp. for Grass Cutting Services for the Grass Cutting Assistance Program in an Amount Not to Exceed \$49,500
 - iv. A Resolution Authorizing the Execution of a Lease Agreement to Acquire Copier Equipment for a Period of Five Years for a Total Payment Not to Exceed \$55,501.80

IX. COMMITTEE CHAIRMAN REPORTS

- A. Planning, Zoning And Building Committee
- B. Public Health, Safety, Judiciary And Ethics Committee
 - i. An Ordinance Amending the City of Wood Dale Municipal Code Chapter 6, Article III, Section 6.303 of the City Code Regarding Collection of Refuse and Storage of Garbage Containers
- C. Public Works Committee
 - i. Approval of Pay Request No. 2 (Final) to Schroeder Asphalt Services, Inc. for the FY 2022 Pavement Patching Program in the Amount of \$12,695.55
 - ii. A Resolution Approving an Agreement between the City of Wood Dale and HR Green, Inc. for Professional Services for 2nd Avenue at Spruce Road Feasibility Study in an Amount Not to Exceed \$14,355
 - iii. A Resolution Approving an Agreement between the City of Wood Dale and HR Green, Inc. for Professional Services for Tall Oaks Detention Basin Retrofit in an Amount Not to Exceed \$50,000
- D. Finance And Administration Committee

X. OTHER BUSINESS

- A. Airport Noise Report
- B. Stormwater Commission Report

XI. APPROVAL OF LIST OF BILLS

- i. List of Bills for March 17, 2022 - \$914,794.39

XII. EXECUTIVE SESSION

XIII. ITEMS TO BE REFERRED

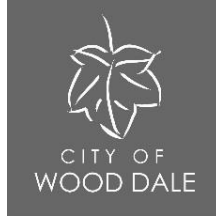
XIV. ITEMS FOR INFORMATION ONLY

XV. ADJOURNMENT

POSTED IN CITY HALL ON MARCH 11, 2022 AT 4:00 PM

Lynn Curiale, City Clerk

BY: MAURA MONTALVO, DEPUTY CITY CLERK



CITY OF WOOD DALE

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

REGULAR CITY COUNCIL MEETING
OF THE CITY OF WOOD DALE, DU PAGE COUNTY, ILLINOIS
IN THE CITY ADMINISTRATION BUILDING
March 3, 2022

I. CALL TO ORDER REGULAR CITY COUNCIL MEETING:

Mayor Nunzio Pulice called the Regular City Council Meeting to Order at 7:30 p.m.

II. ROLL CALL

Upon roll call, the following were:

Present: Aldermen Ames, Catalano, Curiale, Messina, Sorrentino, Susmarski and Woods, along with Mayor Pulice

Absent: Alderman Jakab

Also Present: City Clerk Curiale, Treasurer Porch, Legal Counsel Conway, City Manager Mermuys, Public Works Director Lange, Finance Director Wilson, Deputy Police Chief Frese

Whereupon the Mayor declared a quorum present.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES

Alderman Woods made a motion, seconded by Alderman Curiale, to approve the Regular City Council Minutes of February 17, 2022. When the question was put, a roll call vote was taken with the following results:

Ayes: Aldermen Ames, Catalano, Curiale, Messina, Sorrentino, Susmarski 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

Our thoughts & prayers go out to the people in the Ukraine during these very difficult times.

Informed Council that Staff was collecting money from those that would like to contribute.

VII. CITY MANAGER'S REPORT

City Manager Mermuys reported great news the City was awarded the WQIP Grant (Water Quality Improvement Program Grant) from the DuPage County Stormwater for the Tall Oaks Detention Basin. This will cover 25% of the City's Water Quality Improvements up to \$103, 000. The City is still pursuing other Water Grants. Congratulations to Director Lange and his team for getting this Grant.

VIII. CONSENT AGENDA

- A. **Omnibus Vote**
None

IX. COMMITTEE CHAIR REPORTS

- A. **Planning, Zoning and Building Committee**
No Report

- B. **Public Health, Safety, Judiciary and Ethics Committee**
No Report

- C. **Public Works Committee**
No Report

- D. **Finance and Administration Committee**

- i. *A Resolution to Approve the Closing of Irving Park Road – Illinois Route 19 for the Memorial Day Parade*

On a motion by Alderman Catalano, seconded by Alderman Susmarski, to approve *A Resolution to Approve the Closing of Irving Park Road – Illinois Route 19 for the Memorial Day Parade*. When the question was put, a voice vote was taken with the following results:

Ayes: Aldermen Ames, Catalano, Curiale, Messina, Sorrentino, Susmarski and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

- ii. *A Resolution Authorizing an Intergovernmental Agreement Forming the Milwaukee District West Community Coalition and Sharing Costs to Represent*

the Common Interests of the Parties Related to the Merger of the Canadian Pacific and Kansas City Southern Railroads.

On a motion by Alderman Catalano, seconded by Alderman Curiale, to approve *A Resolution Authorizing an Intergovernmental Agreement Forming the Milwaukee District West Community Coalition and Sharing Costs to Represent the Common Interests of the Parties Related to the Merger of the Canadian Pacific and Kansas City Southern Railroads.*

Alderman Woods inquired if the City would be compensated for costs incurred. Manager Mermuys stated the main priority of the Coalition is to stop the merger, and the second priority is to protect our interests for mitigation of the merger for all costs incurred.

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

Ayes: Aldermen Ames, Catalano, Curiale, Messina, Sorrentino, Susmarski and Woods

Nays: None

Whereupon the Mayor declared the motion carried.

X. OTHER BUSINESS

A. Airport Noise Report

No Report

B. Stormwater Commission Report

No Report

XI. APPROVAL OF LIST OF BILLS: March 3, 2022 \$456,724.41

On a motion by Alderman Catalano, seconded by Alderman Susmarski, to approve the March 3, 2022 payment of the List of Bills, for the total amount of **\$456,724.41** for the following:

• General Fund	\$	192,681.04
• Road & Bridge Fund	\$	199.00
• Motor Fuel Tax Fund	\$	24,242.24
• Tourism Fund	\$	1,415.21
• Narcotics Fund	\$	-
• TIF District #1	\$	370.00
• TIF District #2	\$	-
• Capital Projects Fund	\$	188,150.73
• Land Acquisition Fund	\$	-
• Commuter Parking Lot Fund	\$	1,598.28
• Sanitation Fund	\$	11.54
• Water & Sewer Fund	\$	48,056.37
• CERF	\$	-
• Special Service Area Fund	\$	-

Total of all Funds: \$ 456,724.41

Total Number of Checks:

59

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

Ayes: Aldermen Ames, Catalano, Curiale, Messina, Sorrentino, Susmarski and
Woods

Nays: None

Whereupon the Mayor declared the motion carried.

XII. EXECUTIVE SESSION

None

XIII. ITEMS TO BE REFERRED

None

XIV. ITEMS FOR INFORMATION ONLY

None

XV. ADJOURNMENT

On a motion by Alderman Woods seconded by Alderman Susmarski, to adjourn the Regular Meeting of March 3, 2022. When the question was put, all Aldermen voted in the Affirmative. Whereupon the Mayor declared the meeting adjourned at 7:36 pm.

REQUEST FOR COUNCIL ACTION

Referred to Council:	March 17, 2022
Subject:	Village of Addison IGA Police Services
Staff Contact:	Greg Vesta, Chief of Police
Department:	Police

TITLE: A Resolution Seeking to Approve an Intergovernmental Agreement Between the City of Wood Dale and the Village of Addison for Certain Police Services

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote – 7-0

DOCUMENTS ATTACHED

- ✓ Resolution
- ✓ Appendix D to Intergovernmental Agreement

RESOLUTION NO. R-22-14

A RESOLUTION SEEKING TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WOOD DALE AND THE VILLAGE OF ADDISON FOR CERTAIN POLICE SERVICES

WHEREAS, 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

WHEREAS, the VILLAGE OF ADDISON 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

WHEREAS, the CITY and the VILLAGE OF ADDISON are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article VII, Section 10 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the CITY and the VILLAGE OF ADDISON are “units of local government,” as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, in the spirit of intergovernmental cooperation, the VILLAGE OF ADDISON has expressed a willingness to provide the CITY certain police services; and

WHEREAS, in evaluation of this mutual desire and in the spirit of governmental cooperation, the CITY and the VILLAGE OF ADDISON have conferred and deem it beneficial to both Parties to enter into an Intergovernmental Agreement for the certain police department services, which is attached hereto and incorporated herein by reference as Exhibit “D.”

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wood Dale, County of DuPage, Illinois, in regular session assembled:

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

SECTION 2. The Mayor is hereby authorized and directed to execute on behalf of the City of Wood Dale, and the Clerk is hereby authorized to attest thereto, the Intergovernmental Agreement attached hereto and incorporated herein by reference as Exhibit "D."

SECTION 3. The City Manager, Staff and Attorney for the City of Wood Dale are hereby authorized to take such action as may be necessary to carry out the terms of said Intergovernmental Agreement.

SECTION 4. The Clerk is hereby directed to transmit a certified copy of this Resolution and two duplicate originals of the executed Intergovernmental Agreement to the Village of Addison, Attn. Joe Maranowicz, Village Administrator, 3 Friendship Plaza, Addison, IL 60101.

SECTION 5. This Resolution shall take effect immediately upon its passage and approval as provided by law

PASSED this 17th of March, 2022

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 17th day of March, 2022

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

Published in pamphlet form _____, 2022.

EXHIBIT D – WOOD DALE

D-1. Wood Dale Customer Services

Addison shall provide personalized customer services to Wood Dale including answering in person all non-emergency calls during hours when the Member Municipality's offices are closed to the public, including Public Works, utility calls, dispatching, and contacting the appropriate Member Municipality of any emergency by phone, alpha numeric paging or other agreed upon methods. This precludes emergency (storm, flood) events. Wood Dale shall provide thirty (30) days' notice of any change in their evening and weekend office hours. Any change of three (3) or more hours from the original office hours above must be mutually agreed upon. Wood Dale's schedule of office hours is as follows: Wood Dale answers non-emergency telephones Monday – Friday 0830 – 1700 hours. Addison will answer non-emergency telephone calls after Wood Dales' office hours, on Saturdays and Sundays, and on holidays. All 911 and 7 digit direct calls will be answered by Addison 24 hours a day, 7 days a week

D-2. Wood Dale Equipment

Wood Dale shall be responsible for procuring and maintaining, at its own cost, its mobile and portable radio equipment and repeaters for use by its personnel using the system, and any required enhancements shall be at Wood Dale's cost.

D-3. Wood Dale Services Fee

For the period of May 1, 2022 through April 30, 2023, Wood Dale shall pay an Annual Service Fee to Addison in the amount of \$395,570.00. From May 1, 2023 through April 30, 2024, Wood Dale shall pay an Annual Service Fee to Addison in the amount of \$417,325.00. For the period of May 1, 2024 to April 30, 2025, Wood Dale shall pay an Annual Service Fee to Addison in the amount of \$440,278.00. All payments are to be scheduled according to the provisions of Paragraph 11 of the existing IGA.

D-4. Termination

In addition to what is provided in Paragraph 15 herein, Wood Dale may terminate its membership upon default of this Agreement by Addison. Any such termination for default shall be effective only after notice is provided with a time to cure as set forth in Paragraph 24 of the existing IGA.

Village Administrator/Designee
Richard Veenstra

City Administrator/Designee

DATE:

DATE:

REQUEST FOR COUNCIL ACTION

Referred to Council:	March 17, 2022
Subject:	Park District IGA for Police Services
Staff Contact:	Greg Vesta, Chief of Police
Department:	Police

TITLE: A Resolution Seeking to Approve an Intergovernmental Agreement Between the City of Wood Dale and the Wood Dale Park District for Certain Police Services

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote – 7-0

DOCUMENTS ATTACHED

- ✓ Resolution
- ✓ Intergovernmental Agreement

RESOLUTION NO. R-22-15

A RESOLUTION SEEKING TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WOOD DALE AND THE WOOD DALE PARK DISTRICT FOR CERTAIN POLICE SERVICES

WHEREAS, 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

WHEREAS, the PARK DISTRICT is a duly organized and existing special district governed by the provisions of the Illinois Park District Code, 70 ILCS 1205/1-1, et seq.; and

WHEREAS, the CITY and the PARK DISTRICT are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article VII, Section 10 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq., authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the CITY and the PARK DISTRICT are “units of local government,” as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, in the spirit of intergovernmental cooperation, the CITY has expressed a willingness to provide the PARK DISTRICT certain police services; and

WHEREAS, in evaluation of this mutual desire and in the spirit of governmental cooperation, the CITY and the PARK DISTRICT have conferred and deem it beneficial to both Parties to enter into an Intergovernmental Agreement for the certain CITY police department services, which is attached hereto and incorporated herein by reference as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wood Dale, County of DuPage, Illinois, in regular session assembled:

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

hereof.

SECTION 2. The Mayor is hereby authorized and directed to execute on behalf of the City of Wood Dale, and the Clerk is hereby authorized to attest thereto, the Intergovernmental Agreement attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. The City Manager, Staff and Attorney for the City of Wood Dale are hereby authorized to take such action as may be necessary to carry out the terms of said Intergovernmental Agreement.

SECTION 4. The Clerk is hereby directed to transmit a certified copy of this Resolution and two duplicate originals of the executed Intergovernmental Agreement to the Wood Dale Park District, Attn. Matt Ellman, Executive Director, 111 Foster Ave, Wood Dale, IL 60191.

SECTION 5. This Resolution shall take effect immediately upon its passage and approval as provided by law

PASSED this 17th of March, 2022

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 17th day of March, 2022

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

Published in pamphlet form _____, 2022.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF WOOD DALE AND THE WOOD DALE PARK DISTRICT
FOR THE PROVISION OF CERTAIN POLICE SERVICES**

THIS AGREEMENT is entered into this _____ day of March 2022, by and between the CITY OF WOOD DALE, a municipal corporation, (hereinafter referred to as the "CITY") and the WOOD DALE PARK DISTRICT, a municipal corporation, (hereinafter referred to as the "PARK DISTRICT"). The CITY and the PARK DISTRICT are sometimes collectively referred to herein as the "PARTIES."

RECITALS

WHEREAS, 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

WHEREAS, the PARK DISTRICT is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Park District Code, 70 ILCS 8/1, *et seq.*; and

WHEREAS, the CITY and the PARK DISTRICT are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article VII, Section 10 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the CITY and the PARK DISTRICT are "units of local government", as defined in Article VII, Section 1 of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the CITY, pursuant to its authority under the Illinois Municipal Code, 65 ILCS 5/11-1-2 *et seq.*, is authorized to provide police services within its boundaries, and the CITY is authorized to prescribe such additional duties and powers as they may determine; and

WHEREAS, the PARK DISTRICT is primarily within the boundaries of the CITY; and

WHEREAS, the PARK DISTRICT seeks to utilize the Police Department of the City of Wood Dale to perform certain functions and tasks most efficiently and prudently performed by a law enforcement body; and

WHEREAS, the CITY, the PARK DISTRICT, area residents and the general public will benefit from the provision of certain police services by the CITY to the PARK DISTRICT; and

WHEREAS, the CITY has expressed a willingness to provide certain police services describe herein to the PARK DISTRICT as long as the CITY receives adequate compensation for the services provided; and

WHEREAS, the PARK DISTRICT shall compensate the CITY in the amount specified herein, pursuant to the terms and provisions of this Agreement.

WHEREAS, for purposes of this Agreement, the term "CITY" shall mean and include the CITY and its past, present and future officers, employees, agents, servants and volunteers, and the term "PARK DISTRICT" shall mean and include its past, present and future officers, employees, agents, servants and volunteers.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the PARTIES agree that:

1.0 RECITALS INCORPORATED.

1.1 The foregoing recitals are hereby incorporated by reference as though fully set forth herein.

2.0 THE DESCRIPTION OF SERVICES TO BE PERFORMED.

2.1 The CITY Police Department will transport cash and funds between PARK DISTRICT offices (Recreation Complex) located at 111 E. Foster Avenue, Wood Dale, Illinois as well as Salt Creek Golf Club/390 Golf Experience, 1051 N. Prospect, Wood Dale, Illinois and the banking institution at which the PARK

DISTRICT deposits its cash and funds (this service hereinafter known as "BANK RUNS"), on the terms set forth herein.

2.2 It is understood, acknowledged and agreed between the parties that no CITY police officer, employee or agent performing services under this Agreement shall be considered or deemed an employee or agent or borrowed servant of the PARK DISTRICT, and that police services provided under this Agreement shall be directed and controlled by the CITY. Accordingly, the PARK DISTRICT shall not be liable for any injury, death or damage occurring to any person or property whatsoever arising out of or in connection with the services provided by the CITY under this Agreement.

3.0 TERM OF AGREEMENT.

3.1 The CITY will provide the services described in Section 2.0 for PARK DISTRICT fiscal years 2022/2023, 2023/2024, 2024/2025, which run from May 1 to April 30 of each subsequent year herein described.

3.2 The CITY will be compensated for the services performed pursuant to section 2.0 in six (3 installment payments), as listed and described below.

<u>Fiscal Year</u>	<u>Payment #</u>	<u>Date Due</u>	<u>Service</u>
2022/2023	#1	April 15, 2023	Bank Runs
2023/202	#2	April 15, 2024	Bank Runs
2024/2025	#3	April 15, 2025	Bank Runs

3.3 The PARK DISTRICT shall have the right to terminate this Agreement, with or without cause, upon 15 days written notice of termination to the CITY. All monies owed the CITY for services provided by the CITY through the date of termination shall be paid by the PARK DISTRICT.

3.4 The CITY shall have the right to terminate this Agreement, with or without cause, upon 15 days written notice of termination to the PARK DISTRICT.

4.0 COMPENSATION

4.1 Weekly Bank Runs - The CITY will provide weekly bank runs on Tuesdays after 10:00am consisting of fifty-two (52) BANK RUNS in a given fiscal year according to the schedule and fees listed and described below.

<u>Fiscal Year</u>	<u>Amount</u>	<u>Date Due</u>	<u>Service</u>
2022/2023	\$2,192	April 15, 2020	Bank Runs
2023/2024	\$2,247	April 15, 2021	Bank Runs
2021/2022	\$2,303	April 15, 2022	Bank Runs

4.2 Extra Bank Runs – The CITY will provide additional BANK RUNS during the fiscal year beyond the scheduled fifty-two (52) as requested and duly arranged in advance. Additional BANK RUNS will be charged at the rate as described below for that given fiscal year as indicated.

<u>Fiscal Year</u>	<u>Extra Bank Run Fee (Per Extra Run)</u>
2022/2023	\$42.13
2023/2024	\$43.18
2024/2025	\$44.26

5.0 INDEMNIFICATION

5.1 The PARK DISTRICT shall indemnify, hold harmless, and defend the CITY or any of its City Council members, officers, employees, or agents from and against all liability, claims, demands, and causes of action arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from the PARK DISTRICT'S performance of this Agreement to the fullest extent the PARK DISTRICT is so authorized under the law.

5.2 The CITY shall indemnify, hold harmless, and defend the PARK DISTRICT or any of its commissioners, officers, employees, or agents from and against all liability, claims, demands, and causes of action arising out of or related to any loss, damage, injury, death, or loss or damage to property resulting from the CITY'S performance of this Agreement, including but not limited to the intentional, willful or wanton or negligent actions or inactions of police officers, to the fullest extent the CITY is so authorized under the law.

6.0 INSURANCE

6.1 The CITY shall procure and maintain, at its sole cost and expense, during the term of this Agreement, commercial general liability insurance including broad form coverage for bodily injury and property damage combined single limits in the amount of \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate, and business automobile insurance combined single limits each accident in the amount of \$1,000,000, and shall cause the PARK DISTRICT and its officials, officers, employees and agents, to be named additional insured under said policies. Any endorsement or provisions which limit contractual liability

shall be deleted in their entirety. Said insurance shall be primary as respects the additional insureds and shall state that it shall apply separately to each insured against whom claim is made or suit is brought. At or prior to the commencement of this Agreement, the CITY shall furnish the PARK DISTRICT with a certificate of insurance and applicable policy endorsements executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth above.

7.0 AMENDMENT OR MODIFICATION OF THE AGREEMENT

7.1 This Agreement may be amended or modified only by written instrument signed by both the CITY and the PARK DISTRICT, with any appropriate or acquired corporate action or authorization.

8.0 ENTIRE AGREEMENT

8.1 This Agreement represents the entire Agreement between the CITY and the PARK DISTRICT and supersedes all prior negotiations, representations or agreements either written or oral.

9.0 CONSTRUCTION OF THIS AGREEMENT

9.1 Agreement shall be construed according to the laws of the State of Illinois and any litigation arising out of this Agreement shall be brought in the Eighteenth Judicial Circuit, DuPage County, Illinois. The PARTIES agree that the successful party in any litigation to enforce the terms and provisions of this Agreement shall be entitled to its reasonable costs and attorney fees to enforce the terms and provisions of the Agreement.

10.0 NOTICE REQUIRED UNDER THIS AGREEMENT

10.1 Any notice required by the provisions of this Agreement shall be mailed to:

City of Wood Dale
Greg Vesta, Chief of Police
404 N. Wood Dale Road
Wood Dale, IL 60191

With copy to:
Patrick K. Bond
Bond, Dickson & Associates, P.C.
400 S. Knoll Street, Unit C
Wheaton, IL 60187

Wood Dale Park District
Matthew Ellmann, Executive Director
111 E. Foster Avenue
Wood Dale, IL 60191

With copy to:
Michael D. Bersani
Hervas, Condon & Bersani
333 W. Pierce Road, Suite 195
Itasca, IL 60143

11.0 DEFAULT

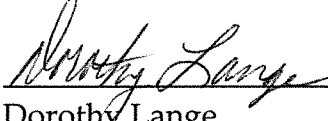
11.1 In the event of a default of any of the provisions of this Agreement, which default exists uncorrected for a period of 15 days after written notice to any party of such default, the party seeking to enforce the provision shall be entitled to pursue any and all remedies at law and/or equity. In the event any party institutes legal proceedings against the other party for violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in its judgment in favor of the prevailing party all expenses of such legal proceedings incurred by the prevailing party, including but not limited to court costs and reasonable attorneys' fees incurred by the prevailing party in connection therewith (including any appeals thereof).

IN WITNESS WHEREOF, the PARTIES to this Agreement have entered their hands and seals this _____ day of March 2022, and by the same acknowledge that they have read and understand this Agreement and intend to be bound by its terms.

CITY OF WOOD DALE

WOOD DALE PARK DISTRICT

Annunziato Pulice
Mayor, City of Wood Dale



Dorothy Lange
Board President, Wood Dale Park District

Attest:

By: _____
Lynn Curiale
City Clerk

By: 

Denice Sbertoli
Secretary

REQUEST FOR COUNCIL ACTION

Referred to Council: March 17, 2022
Subject: Grass Cutting Assistance Program Contractor Approval
Staff Contact: Patrick Hastings, Assistant Public Works Director
Department: Public Works

TITLE: A Resolution Approving an Agreement between the City of Wood Dale and KSK Landscaping & Handyman Corp. for Grass Cutting Services for the Grass Cutting Assistance Program in an Amount Not to Exceed \$49,500

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote: Passed 7-0

RECOMMENDATION:

Staff recommends a Resolution Approving an Agreement between the City of Wood Dale and KSK Landscaping & Handyman Corp. for Grass Cutting Services for the Grass Cutting Assistance Program in an Amount Not to Exceed \$49,500.

BACKGROUND:

Council, through the Strategic Plan and Capital Improvement Plan development, has desired to continue with the Senior/Disabled Grass Cutting Assistance Program. Through these processes they expressed a desire for increased participation through less stringent qualifications for participation. The updated guidelines are attached, which mirror more closely to neighboring communities and will allow for more participants. There was also the desire to extend the length of the grass cutting season to provide for more leaf collection at the end of the season. The guidelines were extended from the end of October to the end of November.

Staff sought out proposals from local landscaping contractors that are familiar or have participated in similar programs. Pricing came back as follows:

KSK Landscaping	\$25 per visit
LAR Lawn and	\$25 per visit

Grounds	
Lawn Maintenance Service	\$25 per visit more than 40 properties \$27 per visit less than 30 properties \$30 for bi-weekly visits

KSK Landscaping has performed the services for this program for the 2021 grass cutting season satisfactorily. They have expressed that they will keep pricing the same, \$25.00 per visit for weekly service.

ANALYSIS:

\$25,000 was budgeted within the CIP for the program in FY 2023. At a price of \$25 per visit and 33 visits per season to each property, it would mount to \$825 per property. With residents sharing the cost with the City at \$12.50 per visit, the allocated budget of \$25,000 would allow for 60 qualified residents to partake in the program. Staff will reach out to previous year’s participants and open the program for all to apply. The 60 spots will be on a first come first serve basis for those that qualify.

DOCUMENTS ATTACHED

- ✓ Resolution
- ✓ KSK Landscaping Proposal
- ✓ Updated Guidelines

RESOLUTION NO. R-22-16

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND KSK LANDSCAPING & HANDYMAN CORP. FOR GRASS CUTTING SERVICES FOR THE GRASS CUTTING ASSISTANCE PROGRAM IN AN AMOUNT NOT TO EXCEED \$49,500

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 the **KSK LANDSCAPING & HANDYMAN CORP.** for the **GRASS CUTTING 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 **KSK LANDSCAPING & HANDYMAN CORP.**, the Mayor and the City Council find **KSK LANDSCAPING & HANDYMAN CORP.** 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 17th **day of March, 2022.**

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 17th **day of March, 2022.**

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

Published in pamphlet form _____, 2022.

The City of Wood Dale

RFP for Grass Cutting Services

Senior/Disabled Grass Cutting Program

Scope and Specifications:

The City of Wood Dale maintains a program to provide grass cutting services for qualified residents. This request for proposals is to retain a contractor to provide for those services. General work will be weekly grass cutting services including cutting, edging and blowing off hardscaped surfaces of the property. A Spring and fall leaf clean up will be assumed into the weekly cost of providing the services. Attachment A is the programs guidelines to get a better understanding of the program. Services are expected to begin the first full week of April and go through the last week of November, approximately 33 weeks.

Any services outside of this work would be strictly between the homeowner and the contractor without City involvement.

Attachment B is the list of properties that were provided services under the program last year. This list is to give a gauge of the type and size lawns to be included in this program.

All properties will be expected to be completed weekly on approximately the same day. Some residents may opt to have services bi-weekly.

Proposal:

Assumption is based on an approximate number of residents. Actual number could vary.

	Number of Residents	Number of Weeks	Cost per property per week	Total
Weekly Grass Cutting Services	50	33	\$ 25	\$825

Contractor shall have valid liability insurance.

For any questions, please do not hesitate to reach out to Patrick Hastings at phastings@wooddale.com or by call 630-787-3765.

Please submit filled out proposals by 3:30pm February 21, 2022 to email address phastings@wooddale.com.

No bi-weekly service to be provided.



Senior/Disabled Grass Cutting Assistance Program

The City of Wood Dale has initiated a Senior/Disabled Grass Cutting Program with the purpose of assisting those in the community who need grass cutting services that do not have the means of completing it on their own. The program will be limited based on available funds and will be on a first come first serve basis for those that qualify.

About the Program:

The City has obtained a private contractor to fulfill the grass cutting services specified in this program. The City will subsidize the cost per visit price of approximately \$12.50. Participants must meet the criteria set forth below to qualify for participation. Grass cutting services will begin on or about the last week of April 2022 and will continue to the last week of November 2022. Grass cutting services will occur on a weekly basis unless conditions warrant an extension of time between visits at the discretion of the City.

The services include:

- Spring Cleanup. This will include a standard spring cleanup of leaves, twigs, branches, debris, etc. that has accumulated on the property over the winter months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property
- Cutting of grass. This will include standard lawn mowing of the property, regardless of size. The contractor shall utilize grass clipping collecting mowers and haul off all debris
- Edging of hardscape. This will include edging/weed whipping along any hardscape including but not limited to sidewalk, driveway, patio, etc. This does not include edging of landscaping beds, tree mulch rings, or other soft scape features
- Fall cleanup. This service will include a standard fall cleanup of leaves, twigs, branches, etc. that have accumulated on the property over the summer/fall months. The contractor will be responsible to blow debris away from the house, out of landscaping beds, and remove from the property. This will be done after grass cutting is complete and scheduled with the Public Works Department. It is anticipated that this work will be completed during the first two weeks of November.
- This service DOES NOT include fertilizing, trimming of bushes, trees or other plants, watering or pulling of weeds.

To Participate:

Fill out the attached application and return to The City of Wood Dale Public Works located at 720 N. Central Wood Dale, IL on or before April 8, 2022. Provide most recent tax bill showing proof of ownership. Agree to the Terms on the back of the application. For any questions, please do not hesitate to **call Public Works at 630-350-3530**.

City of Wood Dale

Senior/Disabled Grass Cutting Program Application

Please complete the form below and return, along with all relevant documentation of eligibility. Please note that this program has limited availability and will be on a first come, first serve basis. **Please turn in at 720 N Central Avenue to the Attention of Senior Grass Cutting Program.**

Name: _____
 Street Address: _____
 Phone Number: _____

Please check all that apply:

Check	Senior Program	Check	Disabled Program
	Over 65 Years Old <ul style="list-style-type: none"> Provide proof of age. 		Disabled <ul style="list-style-type: none"> Provide copy of Secretary of State Disability placard or other proof of disability.
	Applicant must own property <ul style="list-style-type: none"> Provide copy of most recent tax bill 		Applicant must own property <ul style="list-style-type: none"> Provide copy of most recent tax bill
	Applicant annual household income must be less than \$65,000 <ul style="list-style-type: none"> Provide copy of latest income tax return. 		Applicant annual household income must be less than \$65,000 Provide copy of latest income tax return.
	Household does not have any other able person to cut the grass.		Household does not have any other able person to cut the grass.

Program Checklist: (Please Read and Initial)

	I have read, understand, and accept the program Criteria and Requirements.
	I understand that my lawn must be free of hazards (i.e. pet waste, any obstruction) or the contractor may not provide service.
	I understand that I will be billed monthly for the service
	I understand that the City may terminate my service if I violate any of the guidelines presented.

The resident(s) hereby release and hold the City, its officers, officials, employees, and contractors harmless for any damage to property or other liability that arises directly or indirectly from the City's grass cutting program.

Signature: _____	Date: _____
------------------	-------------

For Office Use Only

Application Received: _____	Approved: _____
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Terms and Conditions

QUALIFICATIONS:

1. Resident(s) must meet the following requirements:

Check	Senior Program	Check	Disabled Program
	Over 65 Years Old <ul style="list-style-type: none"> • Provide proof of age. 		Disabled <ul style="list-style-type: none"> • Provide copy of Secretary of State Disability placard or other proof of disability.
	Applicant must own property <ul style="list-style-type: none"> • Provide copy of most recent tax bill 		Applicant must own property <ul style="list-style-type: none"> • Provide copy of most recent tax bill
	Applicant annual household income must be less than \$65,000 <ul style="list-style-type: none"> • Provide copy of latest income tax return. 		Applicant annual household income must be less than \$65,000 Provide copy of latest income tax return.
	Household does not have any other able person to cut the grass.		Household does not have any other able person to cut the grass.

TERMS:

An application must be completed and signed on an annual basis, to enroll in the program. The application is to be mailed or delivered to the Department of Public Works, 720 N. Central Street, Wood Dale, IL 60191, and Attention: Grass Cutting Service or emailed to phastings@wooddale.com.

1. The Department will review the application and accompanying documentation and determine if the applicant qualifies for the program.
2. The following service will be provided to an applicant upon completion of the application and approval by the Department:
 - The lawn will be cut weekly, as determined by the City, weather permitting, but in no event will the lawn be cut more than once per week. Cutting will begin no earlier than first week of April, and will continue through the last week of November. The intent of the program is to cut the grass weekly. The City, at its own discretion, may choose to change the frequency of the cutting due to weather. The contractor will mulch grass clippings except for the Spring and Fall clean ups.
 - Hardscapes (sidewalk, driveway, patios, etc.) will be edged (weed whipping) and power blew of excess grass clippings.
 - A Spring Cleanup will be performed the first week of service and will include general cleaning of the yard and bagging/disposal of all accumulated materials.
 - A Fall Cleanup will be performed at the end of the season (at a time determined by the City) and will include general cleaning of the yard and bagging/disposal of all accumulated materials.
 - A monthly bill will be sent to you from the City's Finance Department. The charge is \$12.50 per cut. In the event payment is not received within thirty (30) days of the date of the invoice, the applicant hereby authorizes and agrees that the City shall have the unilateral right to add the delinquent amount due to the water bill for the property and has the further right to disqualify the applicant and property from the program and discontinue future service.
3. The applicant agrees to the following:
 - The lawn must be free of all pet waste. The City and/or their contractor reserves the right to not perform grass cutting services due to pet waste on the lawn. If the service is not performed in two consecutive weeks due to pet waste, the applicant will be terminated from the program.
 - The basic program does not include:
 - a. Fertilizing the grass.
 - b. Trimming the bushes, trees or other plants.
 - c. Watering the grass, plants, bushes, trees, etc.

4. The applicant may withdraw from the program by providing the Department with written notice. Such notice shall include a specific withdrawal date which shall not be less than seven (7) days from the date the notice is received by the City. The applicant shall pay the City for any services rendered prior to the withdrawal date.
5. The City may terminate, suspend or close the enrollment period for the program, at any time.
6. The City may limit the number of participants in the program. In such case, space in the program will be filled on a first come, first serve basis. Completed applications must be received by the Public Works Department.
7. If there are any issues with service for a particular event, the City requires the resident(s) to call the City promptly after each grass cutting. This will alleviate any discrepancies between resident and contractor for billing purposes.
8. The applicant hereby agrees to hold the City, its officers, officials, employees, contractors, and agents harmless for any damage or loss to the property, which arises directly or indirectly from the City's grass cutting program.

REQUEST FOR COUNCIL ACTION

Referred to Committee: March 17, 2022
Subject: Copier Replacement
Staff Contact: Nick Kace, Director of IT
Department: Administration

TITLE: A Resolution Authorizing the Execution of a Lease Agreement to Acquire Copier Equipment for a Period of Five Years for a Total Payment Not to Exceed \$55,501.80

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote – 7/0

RECOMMENDATION:

Approval of the replacement of 6 Kyocera Copiers with Braden Business Systems / Leaf Capital Financing (less associated taxes and document fees) in the sum of \$925.03 per month over a period of five years for a total payment not to exceed \$55,501.80.

BACKGROUND:

The copiers and printers have been in service at the City for nearly 10 years and are due for replacement. The machines have been slowly failing for years, and while our vendor has attempted to keep them functional, the vast majority are in disrepair and parts are nearly impossible to find, particularly for units of this age. Many are in pieces around City Hall, and unfortunately barely work, due to delays in starting the project revolving around challenges faced during COVID.

ANALYSIS:

After reaching out to multiple vendors, IT has received only two appropriate responses from the following vendors:

Braden Business Systems (the City's current managed print services vendor):

6 Kyocera 4054ci – 40 PPM Machine (2 with Folding Booklet Finisher add on)
\$923.03

Xerox (formerly COTG)

6 Xerox C8135H2 – 35 PPM Machine (1 with Folding Booklet Finisher add on)
\$884.47

All machines have Sort/Staple/Hole Punch/Scan/Fax/Network Functionality/Etc.

Additionally, the price per page through Braden (which is on a teared color system) is also less than Xerox over the entire course of a 10 year maintenance period. (We are not locked into the maintenance agreement with Braden, they are just guaranteeing pricing per page for 10 years)

Braden Price Per Page (Initial)

HP Printers - \$0.009

Copiers (Color) – Teared system ranges from \$0.03 – \$0.05 based on coverage %.

Copiers (B&W) - \$0.005

Xerox Price Per Page (Initial)

HP Printers - \$0.01

Copiers (Color) - \$0.05

Copiers (B&W) - \$0.005

Braden Business Systems has been the City's Managed Print Service Provider for at least 15 years and has served the City well. Their solution is both the most cost-effective and meets all the City's requirements. While it may appear Xerox is slightly less, this doesn't account for the difference in PPM (Page Per Min) in the machine, which generally significantly increases both performance and lifespan of the device, nor the addition of one extra folding booklet finisher.

The copiers intended for purchase are new Kyocera 4054ci's. They are the newest generation of two of the machines the City currently owns, and are comparable in size, with a slightly higher page per min production (than the standard machines), with improved quality, capability, security, and functionality. Each device deployed to departments will be the same model for ease of configuration, maintenance, use, and management, with the exception of the admin and finance machines gaining a 4000 sheet folding booklet finisher for dissemination of materials that need to be folded.

With the replacement of these devices, the City will actually save money in the first few years due to a nearly 50% reduction in maintenance and toner costs realized in the

reduction of our price per page cost. The estimated cost savings should be around \$4000 - \$5000 each year over the first 5 years based on current utilization.

DOCUMENTS ATTACHED

- ✓ Resolution for Copier Lease
- ✓ Exhibit 1 - Leaf Capital Lease Agreement
- ✓ Braden Copier Maintenance Agreement
- ✓ Copier Anticipated Cost Savings

RESOLUTION NO. R-22-16

A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT TO ACQUIRE COPIER EQUIPMENT FOR A PERIOD OF FIVE YEARS FOR A TOTAL PAYMENT NOT TO EXCEED \$55,501.80

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 5/11-76-6, to enter into a lease agreement for a period not to exceed five years for equipment and machinery as may be required for corporate purposes; and

WHEREAS, City staff has examined its copier equipment needs and deems it advisable to acquire six (6) new Kyocera Copiers through a lease with Leaf Capital Funding, LLC; and

WHEREAS, the City has an ongoing business relationship with Braden Business Systems Inc., for maintenance of its copiers and printers, and, as a result of the acquisition of new equipment, staff recommends execution of a new agreement with Braden Business Systems, Inc. which shall reduce the current cost of equipment maintenance; and

WHEREAS, both Leases are attached hereto and incorporated herein by reference as Group Exhibit 1; and

WHEREAS, the cost of the Lease of the equipment with Leaf Capital Financing, LLC (less associated taxes and document fees) is \$55,501.80; and

WHEREAS, the cost of the Lease with Braden Business Systems, Inc. is predicated on use of the equipment as set forth in Exhibit A to the Braden Business Systems, Inc. agreement, and thus can fluctuate; and

WHEREAS, the Mayor and the City Council have reviewed the terms of the Lease attached hereto as Group Exhibit 1 and have determined that execution of the Leases is in the best interests of the City as the City will acquire new equipment to replace current equipment and it will reduce certain costs currently being borne related to repair and maintenance of copier and printer equipment. .

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: That the Lease with Leaf Capital Funding, LLC and Braden Business Systems, Inc., in substantially the same form as attached to this Resolution as Group Exhibit 1, and incorporated herein by reference, are approved and accepted by the City of Wood Dale.

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

SECTION 4: The City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Leases into effect.

SECTION 5: 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 6: 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 17th day of March, 2022

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 17th day of March 2022

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

Published in pamphlet form _____, 2022.



LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: City Of Wood Dale
Telephone No: 6307664900

Billing Address: 404 N Wood Dale Road, Wood Dale, IL 60191
Equipment Location (if other than Billing Address): 404 N. Wood Dale Road, Wood Dale, IL 60191

EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments - see below and/or attached Schedule A)

Table with 5 columns: Unit Quantity, Description of Equipment Leased, Make and Type, Model Number, Serial Number. Row 1: 6, 6 Kyocera 4054ci, 4054ci

Table with 4 columns: BASE TERM IN MONTHS (60), TOTAL NUMBER OF LEASE PAYMENTS (60 @ \$925.03), END OF LEASE PURCHASE OPTION (10% of Equipment cost, plus taxes), and a sub-table for (a) Advance Payment, (b) Security Deposit, (c) Documentation Fee, Total due.

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment. Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Lease"), "we," "our," and "us" refers to LEAF Capital Funding, LLC as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

- 1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date").
2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation.
3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.
4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment.
5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount.
6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.
7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period").
8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment.
9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default.
10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease.
11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code.
12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.
13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.
14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties.

ACCEPTED BY LESSEE: City Of Wood Dale
Print Name: _____ Title: _____
E-Mail Address: _____ Date: _____
Lessee Authorized Signature _____
Tax ID Number: _____

PERSONAL GUARANTEE: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.

SIGNED X _____ Print Name: _____ E-Mail Address: _____
Accepted by: LEAF Capital Funding, LLC By: _____ Title: _____ Date: _____
Packet Page #36



SCHEDULE A TO LEASE AGREEMENT
(EQUIPMENT DESCRIPTION)

Lease Application No.: **707541**

QNT	Equipment Description	New/Used	Make	Model	Serial Number
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Location: 404 N. Wood Dale Road, Wood Dale, IL 60191

6 6 Kyocera 4054ci

New

4054ci

LESSEE: City Of Wood Dale

LEAF CAPITAL FUNDING, LLC

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



State and Local Government Addendum

Reference: **Application No. 707541**

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and **City Of Wood Dale** ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. **Funding Intent**. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. **Nonappropriation of Funds**. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or releasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. **Authority and Authorization**. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. Insurance. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. Indemnification. With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. Choice of Law. Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: City Of Wood Dale	LEAF CAPITAL FUNDING, LLC
By: _____ Print Name: _____ Title: _____ Date: _____	By: _____ Print Name: _____ Title: _____ Date: _____

Maintenance Contract

Contract #: _____

Cust Name:	City of Wood Dale		Bill To Name:	City of Wood Dale	
Cust #:	DD6307873713-IBP		Bill To #:		
Address:	404 N. Wood Dale Road		Address:	404 N. Wood Dale Road	
City/St/Zip:	Wood Dale, IL 60191		City/St/Zip:	Wood Dale, IL 60191	
Phone #:	(630) 766-4900	Fax #:	Phone #:		Fax #:
Meter Contact:	Nick Kace		A/P Contact:		
Email:	nkace@wooddale.com	Phone #:	(630) 787-3710	Email:	

1. Braden Business Systems, Inc. agrees to provide quality assurance service and interim calls as required at the installation address specified above on the equipment listed. This agreement is limited to equipment regularly operated during a single eight-hour day and all calls hereunder are restricted to Braden Business Systems, Inc. normal working hours 8:00 a.m. to 5:00 p.m. Monday – Friday excluding holidays. All service commenced outside of Braden Business Systems, Inc. normal working hours will be charged at published labor rates for service and expenses only.
2. The following services are included: All quality assurance service calls, all parts through normal wear, (except Cosmetic Covers & Trays), all CONSUMABLES, (except Paper & Staples). Parts and assemblies made unserviceable due to accident, neglect, misuse, power surges, altering of equipment, electrical current fluctuations, work performed other than by Braden Business Systems, Inc. personnel, Acts of God or force of nature, or unauthorized equipment movement, and any other cause out of Braden Business Systems, Inc. control are excluded.
3. "Click" is the output of any media ≤ to 8.5" x 11". "Scan" is an electronic copy with no associated click output on the scanning device.
4. This Complete Care Guarantee is good for one (1) year from the guarantee begin date. This Complete Care Guarantee will automatically renew until cancelled in writing, by either party at least 30 days prior to the contract end. It is understood that the renewal of this agreement is subject to price and provision changes without notice. This agreement shall be invoiced and commence upon the effective date shown. In the event that the machine volume drops below minimum billing or remains idle for 30 days, Braden Business Systems reserves the right to charge a minimum monthly fee for continuance of maintenance. Equipment covered under this agreement must be in good condition before it can be accepted. Customer agrees to pay for a preventative maintenance check and all parts and labor required in bringing the equipment up to Braden Business Systems, Inc. specifications. This agreement is separate from lease agreement unless leased agreement and maintenance are leased together and stated accordingly.
5. Optimum performance of the equipment covered by this Complete Care Guarantee can be expected only if supplies provided by, or meeting the specifications of Braden Business Systems, Inc. are used. Frequent service calls or problems caused by inadequate supplies being used may result in termination of agreement at the sole discretion of Braden Business Systems, Inc. Braden Business Systems, Inc. will provide service on a "Per Call" basis at published rates in the event of termination.
6. Braden Business Systems, Inc. shall have full and free access to the equipment to provide service thereon. If persons other than Braden Business Systems, Inc. representatives perform maintenance repairs, or unauthorized equipment movement and as a result, further work is required by Braden Business Systems, Inc. to restore equipment to operation condition, such repairs will be billed at Braden Business Systems, Inc.'s published time and material rates then in effect. Customer also agrees to make available and designate a suitable person for key-operator training on equipment and provide a reasonable working atmosphere for servicing the equipment. Customer agrees to provide suitable electrical service in accordance with U/L code and is recommended to provide an approved surge suppressor.
7. If equipment is moved to a new service zone, customer agrees to pay the difference in charges, if moved beyond Braden Business Systems, Inc. service territory this agreement may be terminated at the sole discretion of Braden Business Systems, Inc..
8. Braden Business Systems, Inc. reserves the right to suspend service and supplies in the event the customer account balance is delinquent based on Braden Business Systems, Inc. payment terms printed on each invoice at the time of billing.
9. Toner consumption and yields are based upon the manufacturer's specifications of 6% coverage black & white and 20% coverage full color. The amount of consumption is dependent upon the following: (1) originals type, (2) amount of solid fill, (3) customer care of equipment and copying with platen open, (4) environment and (5) monthly copy volume. Toner spills due to negligent customer operation are not covered under this agreement. Braden Business Systems, Inc. reserves the right to remedy this variance by either limiting the amount of toner provided or adjusting the rate(s) of this agreement or invoicing the customer for excess toner usage and cost of shipping freight for additional supplies provided.
10. This agreement is not transferable to a third party. No portion of this contract is refundable, except as stated in the foregoing statements.
11. If our meter collection tool is not installed, or if machines are inaccessible via this collection tool, meter requests are to be completed and faxed to Braden Business Systems, Inc 317-580-2518 or submitted on line at www.bradenonline.com on specified dates. Customer is required to submit monthly meter readings to Braden Business Systems, Inc. If customer fails to provide meter reading in a timely fashion, Braden Business Systems, Inc. at its discretion will estimate all necessary meter readings.
12. The customer acknowledges that it is their responsibility to maintain a current backup of their program and data files to restore any lost data. Under NO circumstances shall Braden Business Systems, Inc. be held responsible for any loss of data.
13. Changes in the operating environment, (including but not limited to changes to operating systems, network software, software applications changes, and hardware or software upgrades or incompatibilities, etc.) may result in the need for configuration adjustments or other network services to restore functionality. Such services shall be invoiced at Braden Business Systems, Inc. published network service rate.
14. In the event Braden Business Systems, Inc. is unable to obtain parts due to the discontinuation of such parts by the manufacturer and is unable to effect repairs to the equipment Braden Business Systems, Inc. will credit the unused portion of the charges to the customer account. Any such credit balance must be used toward future purchases from Braden Business Systems, Inc and retains no cash value.
15. For Color systems, color calibration from the customer's computer is not covered under this agreement. Calibration shall be billed at Braden Business Systems, Inc. network rates.
16. Other than the obligations set forth herein, Braden Business Systems, Inc. DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, and OR FITNESS FOR A PARTICULAR PURPOSE. BRADEN BUSINESS SYSTEMS, INC. SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT, THE LOSS OF USE OF THE EQUIPMENT, OR ANY ECONOMIC LOSS.
17. CONSUMABLES: Drums, Developers, PM Kits, Maintenance Kits, Print Cartridges, Fuser Units, Staples, Cassettes, Trays, Paper, Transparencies, Cleaning Webs, Fuser Oil, Oil Rollers, Oil Pads, Drum Cartridges, Imaging Kits, Ink Cartridges, Filters, & Toner.
18. ON OR AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT, TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO PAY ALL EXPENSES OF COLLECTION, ENFORCEMENT OR PROTECTION OF BRADEN'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT. EXPENSES INCLUDE, BUT ARE NOT LIMITED TO, REASONABLE ATTORNEYS OR COLLECTION AGENCY FEES OR A LARGER AMOUNT AS THE COURT JUDGES AS REASONABLE AND JUST, COURT COSTS AND OTHER LEGAL EXPENSES. THESE EXPENSES ARE DUE AND PAYABLE IMMEDIATELY. IF NOT PAID IMMEDIATELY, THESE EXPENSES WILL BEAR INTEREST FROM THE DATE OF PAYMENT UNTIL PAID IN FULL AT THE DEFAULT RATE.

Complete Care Guarantee (Excludes Paper & Staples)

Conditional Care Guarantee (Excludes All Consumables)

Model	Eq ID	Serial #	Meter Type	Base Rate	Base Bill Cycle	Copies Inc	CPC/Ovg	CPC/Ovg Bill Cycle	Start Meter	Start Date	Location / Dept
TASKalfa 4054ci			B/W	N/A			According to	Monthly			
			Color	N/A			Schedule A				
TASKalfa 4054ci			B/W	N/A			According to	Monthly			
			Color	N/A			Schedule A				
TASKalfa 4054ci			B/W	N/A			According to	Monthly			
			Color	N/A			Schedule A				
TASKalfa 4054ci			B/W	N/A			According to	Monthly			
			Color	N/A			Schedule A				
TASKalfa 4054ci			B/W	N/A			According to	Monthly			
			Color	N/A			Schedule A				

Notes: See attached maintenance pricing addendum for BW and Color rates for both Kyocera and HP fleet. Billing will continue on a monthly basis.

Customer Acceptance

Customer Signature _____ Printed Name _____ Title _____ Date _____

Braden Business Systems Inc Acceptance

Authorized Braden Representative _____ Printed Name **Jim Simboli** Title **Account Manager** Date **2/3/2022**

Current HP Fleet

New 4054ci (6)

	HP	Increase	v. 2021	B&W	Increase	v. 2021	Color Blended Rate	Increase	v. 2021
2021	0.0165	\$ -	\$ -	0.01420			0.12960		
2022	0.009	-45%	-45%	0.00500	-65%	-65%	0.04100	-68%	-68%
P 2023	0.00927	3%	-44%	0.00500	0%	-65%	0.04100	0%	-68%
r 2024	0.009548	3%	-42%	0.00500	0%	-65%	0.04100	0%	-68%
o 2025	0.009835	3%	-40%	0.00515	3%	-64%	0.04305	5%	-67%
p 2026	0.010523	7%	-36%	0.00530	3%	-63%	0.04520	5%	-65%
o 2027	0.01126	7%	-32%	0.00546	3%	-62%	0.04746	5%	-63%
s 2028	0.012048	7%	-27%	0.00563	3%	-60%	0.04984	5%	-62%
e 2029	0.012891	7%	-22%	0.00591	5%	-58%	0.05233	5%	-60%
d 2030	0.013793	7%	-16%	0.00620	5%	-56%	0.05494	5%	-58%
2031	0.014759	7%	-11%	0.00651	5%	-54%	0.05769	5%	-55%

4054ci (6) Savings

		B&W	COLOR	TOTAL	Lease Payment	Savings v 2021
A C T U A L	2017	258,917	111,326	\$ 10,217.32		
	2018	172,334	191,890	\$ 18,226.16		
	2019	165,505	144,921	\$ 14,766.23		
	2020	126,838	104,276	\$ 11,314.04		
	2021	101,252	95,552	\$ 10,795.83		
P R O J E C T E D	2022	101,252	95,552	\$ 4,474.52	\$ 5,550.18	\$ 771.13
	2023	101,252	95,552	\$ 4,474.52	\$ 11,100.36	\$ (4,779.05)
	2024	101,252	95,552	\$ 4,474.52	\$ 11,100.36	\$ (4,779.05)
	2025	101,252	95,552	\$ 4,687.10	\$ 11,100.36	\$ (4,991.63)
	2026	101,252	95,552	\$ 4,909.99	\$ 11,100.36	\$ (5,214.52)
	2027	101,252	95,552	\$ 5,143.67	\$ 5,550.18	\$ 101.98
	2028	101,252	95,552	\$ 5,388.69	\$ -	\$ 5,407.14
	2029	101,252	95,552	\$ 5,658.12	\$ -	\$ 5,137.71
	2030	101,252	95,552	\$ 5,941.03	\$ -	\$ 4,854.80
	2031	101,252	95,552	\$ 6,238.08	\$ -	\$ 4,557.75
						\$ 1,066.26

REQUEST FOR COUNCIL ACTION

Referred to Council: March 17, 2022
Subject: Storage of Garbage Containers
Staff Contact: Greg Vesta, Chief of Police
Department: Police

Title: An Ordinance Amending the City of Wood Dale Municipal Code Chapter 6, Article III, Section 6.303 of the City Code Regarding Collection of Refuse and Storage of Garbage Containers

COMMITTEE ACTION FOLLOW-UP ITEMS:

Based upon the feedback provided at the January 27th Committee meeting, staff has learned from Flood Brothers that the number of residences that take advantage of the program where the garbage toters of senior or disabled residents are retrieved from the residence by the company is a total of 1 residence.

The following language, which was undetermined at the time of the Committee meeting, has been crafted to incorporate all of the recommendations made by City Council members during the meeting:

A maximum of two garbage toters that are issued by the City or the scavenger service provider may be stored in a location other than the rear of the premises, provided that they are not stored directly in front of an overhead garage door or the driveway leading to the garage, where the front edge of the garage has a setback from the street that is similar to, or closer to the setback of the residence, or on any sidewalk that leads to the front door of a residence. The installation of a cover, landscaping, or other screening that minimizes the visibility of the refuse container as one of the most pronounced elements of the front of the premises would also satisfy this regulation. Installation of these types of covers, landscaping, or screening must meet any applicable City Code for installation. Any additional refuse beyond that which is fully contained within the two issued garbage toters must be stored in the rear of the residence and is not allowed to be stored at any location in the front of the premises at any time.

Committee Vote – 7-0

DOCUMENTS ATTACHED

✓ Ordinance

ORDINANCE NO. O-22-010

**AN ORDINANCE AMENDING THE CITY OF WOOD DALE MUNICIPAL CODE
CHAPTER 6, ARTICLE III, SECTION 6.303 OF THE
CITY CODE REGARDING COLLECTION OF REFUSE AND STORAGE OF GARBAGE
CONTAINERS**

WHEREAS, the City of Wood Dale 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 of Wood Dale is authorized and empowered, under Section 11-80-2 of the Municipal Code, 65 ILCS 5/11-19, to regulate the disposal of refuse and garbage; and

WHEREAS, the City has determined that revisions should be made regarding the storage of refuse containers at residential properties in the City; and

WHEREAS, the City has determined that the proper placement and storage of refuse and refuse containers is an important part of public health, home values, and community aesthetics.

BE IT HEREAFTER ORDAINED by the Mayor and City Council of the City of Wood Dale, DuPage County, Illinois, as follows:

Section 1. That the recitals set forth above are incorporated herein and made a part hereof.

Section 2. That the Code of Ordinances of the City Chapter 6, Article III, Section 6.303 entitled, "Mandatory Collection of Refuse" shall be amended as provided for herein:

Sec. 6.303. Mandatory Collection Of Refuse.

A. Buildings Containing One Or Two Residential Dwelling Units: At least one resident of each building containing one or two (2) residential dwelling units located within the corporate limits of the City must pay the City the applicable rate set forth in section 6.304 of this article and subscribe to the scavenger service contracted for by the City for the collection and removal of all refuse generated by the occupants thereof or otherwise located on the lot occupied by such building. (Ord. 2016, 5-18-2000, eff. 6-22-2000)

1. On the assigned day for pick up, the subscriber shall place or cause to be placed at the curb all refuse to be collected. It shall be unlawful for any person to deposit garbage or refuse or garbage containers or any metal container in any street, alley or public way except for a period no earlier than six o'clock (6:00) P.M. the day before scheduled collection, nor later than eight o'clock (8:00) P.M. the day of collection. At all other times, the garbage or refuse of any kind or garbage containers or metal containers of any kind shall be stored in the rear of the premises. (Ord. O-09-003, 2-5-2009)

A maximum of two garbage toters that are issued by the City or the scavenger service provider may be stored in a location other than the rear of the premises, provided that they are not stored directly in front of an overhead garage door or the driveway leading to the garage, where the front edge of the garage has a setback from the street that is similar to, or closer to the setback of the residence, or on any sidewalk that leads to the front door of a residence. The installation of a cover, landscaping, or other screening that minimizes the visibility of the refuse container as one of the most pronounced elements of the front of the premises would also satisfy this regulation. Installation of these types of covers, landscaping, or screening must meet any applicable City Code for installation. Any additional refuse beyond that which is fully contained within the two issued garbage toters must be stored in the rear of the residence and is not allowed to be stored at any location in the front of the premises at any time.

Section 3. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 4. The City Clerk is hereby directed to publish this Ordinance in the manner provided for in Section 65 ILCS 5/5-2-1 *et seq.*

Section 5. This Ordinance shall be in full force and effect upon its passage and approval as required by law.

PASSED this 17th day of March, 2022

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 17th day of March, 2022

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

Published in pamphlet form _____, 2022.

REQUEST FOR COUNCIL ACTION

Referred to Council: March 17, 2022
Subject: FY 22 Pavement Patching Program
Staff Contact: Patrick Hastings, Assistant Public Works Director
Department: Public Works

TITLE: Approval of Pay Request No. 2 (Final) to Schroeder Asphalt Services, Inc. for the FY 2022 Pavement Patching Program in the Amount of \$12,695.55

COMMITTEE ACTION FOLLOW-UP ITEMS:

N/A

RECOMMENDATION:

Staff recommends approval of a final payment to Schroeder Asphalt Services, Inc. for the FY 2022 Pavement Patching Program in the amount of \$12,695.55.

BACKGROUND:

The City of Wood Dale previously entered into an agreement with Schroeder Asphalt Services, Inc. for asphalt patch resurfacing at various locations around the City including resurfacing a section of the Salt Creek Greenway Bike Trail. Schroeder Asphalt has completed all items of the contract.

ANALYSIS:

Fiscal Year 22 budget included \$150,000 within the Capital Improvement Fund for this work. The original contract was awarded to Schroeder Asphalt Services, Inc. in an amount not to exceed \$146,550.00. Due to slightly lower than expected quantities, the final contract price after this final payment of \$12,695.55 will amount to \$126,955.50.

DOCUMENTS ATTACHED

- ✓ Schroeder Asphalt Services, Inc. Final Invoice
- ✓ Final Waiver of Lien

SCHROEDER

ASPHALT SERVICES, INC.

PO BOX 831
HUNTLEY, IL 60142

PHONE: 815-923-4380
FAX: 815-923-4389

Bill To
CITY OF WOOD DALE 404 N WOOD DALE RD. WOOD DALE, IL. 60191

Invoice

Date	Invoice #
12/21/2021	2021-414R

Project
2021 PAVING IMP - 221111

Description	Unit	Quantity	Unit Price	Amount
Pay Estimate #1		1	114,259.95	114,259.95
Less 10% Retention		1	12,695.55	12,695.55
Total				\$126,955.50
Payments/Credits				-\$114,259.95
Balance Due				\$12,695.55

Invoice #2021-414R
 Invoice Date: 2/11/2022
 Dates Billed: to 12/21/2021
 PO #
 Job Name: 2020 Pavement Patching & Crack Sealing Program
 Job #:221111

Owner
 Village of Wooddale

Contractor
 Schroeder Asphalt Services, Inc.
 P.O. Box 831
 Huntley, IL 60142

Description	Contract Quantities	Unit	Unit Price	Contract Amount	Previous		Quantities		Amount to Date
					Billed	Quantities Billed	to Date	Current Amount	
1 Pavement Patching R & R Class D Type IV 3"	3,900	sy	\$ 23.25	\$ 90,675.00	5094	0	5094	\$ -	\$ 118,435.50
2 IDOT Patching	50	sy	\$ 120.00	\$ 6,000.00	71	0	71	\$ -	\$ 8,520.00
Original Contract Amount \$ 96,675.00 Change Order Amount \$ - Total Contract \$ 96,675.00 Work Completed to Date \$ 126,955.50 Total Complete/Stored/Pendin \$ 126,955.50 Less Retainage \$ - Total (Less Retainage) \$ 126,955.50 Adjustments \$ - Less Previously Requested \$ 114,259.95 Amount Due This Request \$ 12,695.55									

FINAL WAIVER OF LIEN

STATE OF ILLINOIS }
COUNTY OF McHENRY } SS

Cty # _____
Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by City of Wood Dale
to furnish Asphalt Patching
for the premises known as 2020 Pavement Patching & Crack Sealing Program
of which City of Wood Dale is the owner.

The undersigned, for and in consideration of Twelve Thousand Six Hundred Ninty Five Dollars 55/100
\$12,695.55 Dollars; and other good and valuable considerations, the receipt where of 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 moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, materials,
fixtures, apparatus or machinery, furnished, to this date, by the undersigned for the above-described premises, INCLUDING
EXTRAS.*

DATE 02/11/22 COMPANY NAME Schroeder Asphalt Services, Inc.

ADDRESS PO Box 831, Huntley, IL 60142

SIGNATURE AND TITLE *Grace A. Foss*, Corporate Secretary

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

STATE OF ILLINOIS }
COUNTY OF McHENRY } SS

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) Grace Foss BEING DULLY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) Corporate Secretary OF
(COMPANY NAME) Schroeder Asphalt Services, Inc. WHO IS THE
CONTRACTOR FURNISHING Asphalt Paving WORK ON THE BUILDING
LOCATED AT Various Locations
OWNED BY City of Wood Dale

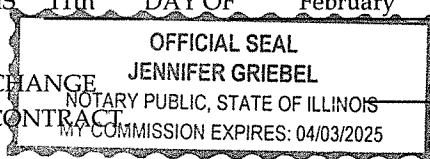
That the total amount of the contract including extras is \$126,955.50 on which he or she has received payment of
\$114,259.95 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names 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	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Schroeder Asphalt Services, Inc.	Labor & Equipment	\$76,394.29	\$63,698.74	\$12,695.55	\$0.00
Allied Asphalt	Asphalt	\$50,561.21	\$50,561.21	\$0.00	\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$126,955.50	\$114,259.95	\$12,695.55	\$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 stated above.

DATE: 02/11/22 SIGNATURE: *Grace A. Foss*, Corporate Secretary

SUBSCRIBED AND SWORN TO ME BEFORE THIS 11th DAY OF February, 2022



Jennifer Griebel
NOTARY PUBLIC
Packet Page #49

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

WAIVER OF LIEN - FINAL
MATERIALS OR LABOR (ILLINOIS)

STATE OF ILLINOIS }
COUNTY OF KANE } SS

2/1/2022


TO WHOM IT MAY CONCERN:

WHEREAS, we the undersigned has been employed by SCHROEDER ASPHALT SERVICES, INC.
to furnish ASPHALT
for the premises known as CITY OF WOODDALE
of which 2021 PAVING IMPROVEMENT is the Owner. THE
undersigned, for and in consideration of \$50,561.21 Dollars
Fifty Thousand Five Hundred Sixty One Dollars and Twenty One Cents


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, on said above described building and premises under the statutes of the State of Illinois, relating to Mechanics' Liens, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said building or premises.

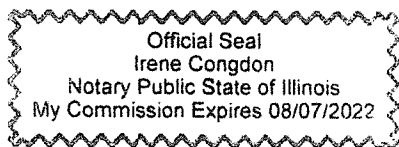
COMPANY NAME ALLIED ASPHALT
ADDRESS 1100 BRANDT DRIVE
HOFFMAN ESTATES, IL 60192

Given under my hand and seal this 2/1/2022


CHRIS KENNEBECK **CFO**

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1ST DAY OF FEBRUARY, 2022

SIGNATURE 
Notary Signature & Seal



REQUEST FOR COUNCIL ACTION

Referred to Council: March 17, 2022
Subject: Feasibility Study – Spruce Ave Closure
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: A Resolution Approving an Agreement between the City of Wood Dale and HR Green, Inc. for Professional Services for 2nd Avenue at Spruce Road Feasibility Study in an Amount Not to Exceed \$14,355

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote: Passed 5-2

RECOMMENDATION:

Staff Recommends a Resolution Approving an Agreement between the City of Wood Dale and HR Green, Inc. for Professional Services for 2nd Avenue at Spruce Road Feasibility Study in an Amount Not to Exceed \$14,355.

BACKGROUND:

During CIP discussions the City Council elected to move the proposed closing of 2nd Avenue at Spruce Road from the unfunded projects to discuss potentially funding this project at a future Committee meeting. As there seems to be a lack of consensus amongst the Council and several unknowns pertaining to the complexity of the project, staff recommends first conducting a feasibility study to identify underlying factors which may impact the cost and the viability of moving forward. The study will identify the following:

- Geometric concept plans
- Right-of-Way needs
- Drainage impacts
- Engineer's Estimate of Probable Construction Costs
- Agency coordination (IDOT, Addison Township, Fire District, etc.)

The intent is to provide the Council with information to aid in deciding whether or not to fund the project.

ANALYSIS:

The cost of the Study is \$14,355 and will be expensed from the General Capital Projects Street Improvement budget for FY 2022 which has a current remaining balance of \$1,327,346.86.

DOCUMENTS ATTACHED

- ✓ Resolution
- ✓ HR Green Professional Services Agreement

RESOLUTION NO. R-22-17

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND HR GREEN, INC. FOR PROFESSIONAL SERVICES FOR 2ND AVENUE AT SPRUCE ROAD FEASIBILITY STUDY IN AN AMOUNT NOT TO EXCEED \$14,355

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 **HR GREEN, INC.** for the **2ND AVENUE AT SPRUCE ROAD FEASIBILITY STUDY**; 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 **HR GREEN, INC.**, the Mayor and the City Council find **HR GREEN, 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 17th **day of March, 2022.**

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 17th **day of March, 2022.**

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

Published in pamphlet form _____, 2022.



PROFESSIONAL SERVICES AGREEMENT

For

**City of Wood Dale, IL
2nd Avenue at Spruce Road
Feasibility Study**

Alan Lange
Director of Public Works
(630) 787-3761

City of Wood Dale
720 N. Central Avenue
Wood Dale, IL 60191

Ted Hamilton
Project Manager
(815) 759-8321

HR Green, Inc.
1391 Corporate Dr Suite 203
McHenry, IL 60050-5528
HR Green Project Number: 220107

March 10, 2022

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- 8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between City of Wood Dale, IL (hereafter "CLIENT") and HR Green, Inc. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

CLIENT desires to complete a Feasibility Study to investigate possible changes to access along 2nd Avenue and Spruce Road. The Feasibility Study will look at closing 2nd Avenue at Spruce Road and installing a cul-de-sac for the purpose of emergency vehicle, service vehicle, maintenance vehicle, and general all purpose turn-around convenience.

The CLIENT intends to look at possible improvements to eliminate access to Spruce Road from 2nd Avenue. If after completion of the Feasibility Study, the CLIENT determines to proceed with improvements, a detailed design engineering and survey proposal would be prepared to complete that work.

The COMPANY, for this Feasibility Study, will complete the following general tasks:

1. Develop Geometric Plan Concepts,
2. Determine existing right-of-way (ROW) and proposed ROW needs,
3. Investigate existing drainage patterns and develop Drainage Concept Plan,
4. Prepare an Engineer's Opinion of Probable Construction Cost for the two concepts (hammerhead cul-de-sac and a standard circular cul-de-sac, and
5. Prepare a Technical Memorandum summarizing findings.
6. Agency Coordination with CLIENT
7. Project Administration

1.2 Design Criteria/Assumptions

We will be following the IDOT Bureau of Local Roads requirements, BLR Manual Chapters 34 and 38.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

COMPANY will perform the following tasks to complete a Feasibility Study:

Geometric Plan Concepts

- COMPANY will develop two geometric concepts for closing 2nd Avenue. They will include the use of a standard cul-de-sac and a hammerhead design cul-de-sac.
- A plan exhibit for each concept will be developed. The exhibits will include existing and proposed ROW, curb and gutter, concept drainage, restoration, and grading. It is anticipated that the design will be able to fit onto two plan sheets at 20 scale.
- A preliminary opinion of probable construction cost will be developed for each concept.
- **Cost: \$3,900**

Right-of-Way Needs

- No ROW survey will be completed in this phase. Existing ROW will be taken from current available online parcel data from the DuPage Parcel Viewer which shows both 2nd Avenue and Spruce Road with 66' wide ROWs. Current legal documents will be reviewed to verify.
- Proposed ROW needs will be developed for both concept plans. Proposed ROW will be needed to construct the proposed roadway improvements (cul-de-sac) and grading to maintain offsite drainage.
- **Cost: \$1,200**

Drainage Concept Plan

- Both 2nd Avenue and Spruce Road are drained by an enclosed storm sewer system.
- It is anticipated that the existing storm sewer system can be utilized, and the new roadway concepts will be able to be drained with several new drainage structures and minor storm sewer extensions.
- Current DuPage County contour mapping will be utilized to develop concept grading to maintain offsite drainage via flared end sections and open lid drainage structures.
- It is assumed that there are no existing drainage problems. Thus, no work is expected to correct any existing problems.
- Investigate any permitting that may be required in the design stage.
- **Cost: \$1,870**

Engineer's Opinion of Probable Construction Cost

- COMPANY will develop an Engineer's Opinion of Probable Construction Cost for the two concepts developed.
- **Cost: \$1,725**

Technical Memorandum

- COMPANY will prepare a Technical Memorandum. The memorandum will summarize the findings of the Feasibility Study and include the following: technical analysis/write-up of the findings, pros and cons of improvements (emergency response access/times, school bus routes, etc.), ROW needs, and construction costs.
- **Cost: \$3,060**

Agency Coordination

- Limited agency coordination will be included in the Feasibility Study stage.
- Agency coordination will be limited to that with the CLIENT only. It has been assumed that this coordination will occur via video conference and in person meetings will not be required. Scope includes two conference calls with CLIENT.
- COMPANY will attend one (1) Council Meeting to present the project and answer questions.
- **Cost: \$2,200**

Project Management/Administration:

- Progress Report, invoicing, internal meetings.
- **Cost: \$400**

3.0 Deliverables and Schedules Included in this Agreement

COMPANY anticipates the Feasibility Study to take approximately six (6) weeks to complete. This time includes review and approval from the CLIENT. This duration could be extended if additional reviews are necessary.

Estimated Schedule:

- Task 1 – Approval of the Contract, early February 2022
- Task 2 – Data Collection, early February 2022
- Task 3 – Develop concept geometrics, February 2022
- Task 4 – Submit draft Technical Memorandum to CLIENT, Early March 2022
- Task 5 – Submit final Technical Memorandum to CLIENT, Mid March 2022

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Topographic and ROW Survey
- Traffic Counts
- Traffic Analysis
- Environmental Reviews
- Outside Agency Coordination
- Utility Coordination
- Stakeholder and Public Involvement
- Location Drainage Study
- DuPage County Stormwater Coordination/Permitting
- Geotechnical Services
- Contract Plans
- Bidding Documents and Assistance

Supplemental services not included in the AGREEMENT can be provided by COMPANY via supplement or under separate agreement, if desired.

5.0 Services by Others

None

6.0 CLIENT Responsibilities

- Provide existing utility information

- Providing Spruce Avenue “as built” if they exist
- Providing and other relevant data CLIENT believes may be useful
- Timely review of drafts provided by COMPANY

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505. If any invoice is not paid within these timelines, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Retainer

No retainer.

7.6 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump Sum in an amount of: **\$14,355**.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will be advised to pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY'S employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon ten (10) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions

in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.20 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.21 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.22 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. 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.

8.23 Soliciting Employment

Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.24 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Ron Krall, PE
Author Name

Approved by: Ronald D. Krall

Printed/Typed Name: Ron Krall

Title: Senior Project Manager Date: March 10, 2022

CITY OF WOOD DALE

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

REQUEST FOR COUNCIL ACTION

Referred to Council: March 17, 2022
Subject: Tall Oaks Detention Basin Retrofit PSA
Staff Contact: Alan Lange, Public Works Director
Department: Public Works

TITLE: A Resolution Approving an Agreement between the City of Wood Dale and HR Green, Inc. for Professional Services for Tall Oaks Detention Basin Retrofit in an Amount Not to Exceed \$50,000

COMMITTEE ACTION FOLLOW-UP ITEMS:

Committee Vote: Passed 6-1

RECOMMENDATION:

Staff Recommends a Resolution Approving an Agreement between the City of Wood Dale and HR Green, Inc. for Professional Services for Tall Oaks Detention Basin Retrofit in an Amount Not to Exceed \$50,000.

BACKGROUND:

The City has applied for and received a DuPage County Water Quality Improvement Program grant for the Tall Oaks Detention Basin Retrofit Project in the amount of 25% of eligible water quality improvements up to \$103,370. The County has also recently announced that it will make available an estimated \$8 million in American Recovery Plan Act funding to be distributed to municipalities for shovel-ready stormwater management projects that demonstrate flood protection and resilience measures. The County will provide a 50/50 cost-share of up to \$500,000 per awarded project. In order to get this project shovel-ready by the application deadline of April 21, 2022, the City needs to have completed the design. The Professional Services Agreement scope includes items needed to complete the design including:

- Surveys
- Permitting
- Metra coordination
- Design documents
- Grant application submittal

If awarded, the City could be eligible for nearly \$200,000 in additional funding. This would allow construction to take place in late-Summer/Fall 2022. If funding is not received, the City can use the materials to pursue other funding sources such as Green Infrastructure Grant Opportunities to be announced later this year or elect to continue with the project without additional grant funding.

ANALYSIS:

\$20,000 was budgeted within the CIP for FY 2023 for design and construction engineering services for this project, however that was based on an estimated \$250,000 in construction costs. The engineer's estimate of probable costs for this project is \$494,851. The full agreement including scope and fee will be available to the Council ahead of the March 17 City Council meeting.

DOCUMENTS ATTACHED

✓ Resolution

RESOLUTION NO. R-22-18

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND HR GREEN, INC. FOR PROFESSIONAL SERVICES FOR TALL OAKS DETENTION BASIN RETROFIT IN AN AMOUNT NOT TO EXCEED \$50,000

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 **HR GREEN, INC.** for the **TALL OAKS DETENTION BASIN RETROFIT**; 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 **HR GREEN, INC.**, the Mayor and the City Council find **HR GREEN, 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 17th **day of March, 2022.**

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this 17th **day of March, 2022.**

SIGNED: _____
Annunziato Pulice, Mayor

ATTEST: _____
Lynn Curiale, City Clerk

Published in pamphlet form _____, 2022.

REQUEST FOR COUNCIL ACTION

Referred to Council: March 17, 2022
Subject: List of Bills
Staff Contact: Brad Wilson, Finance Director
Department: Finance

TITLE: List of Bills – 03/17/2022

RECOMMENDATION:

The Finance Department recommends that the City Council approve bills for the 03/17/2022 City Council meeting in the amount of \$914,794.39.

BACKGROUND:

<u>Fund</u>		<u>Amount</u>
General Fund	\$	218,475.74
Road & Bridge Fund	\$	449.80
Motor Fuel Tax Fund	\$	19,484.03
Tourism Fund	\$	5,500.00
Narcotics Fund	\$	-
TIF District #1	\$	5,000.00
TIF District #2	\$	-
Capital Projects Fund	\$	452,319.57
Land Acquisition Fund	\$	-
Commuter Parking Lot Fund	\$	5,077.59
Sanitation Fund	\$	-
Water & Sewer Fund	\$	208,487.66
CERF	\$	-
Special Service Area Fund	\$	-
Total of all Funds	\$	914,794.39

Total Number of Checks: 60

Check number range 14634-14693

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

Items of interest:

Forward Space (\$16,365.24) – Sales tax sharing rebate, payment 5.

Vehicle Purchases:

There are no vehicle purchases on this list of bills.

Committee date:

Council date:

DOCUMENTS ATTACHED

- ✓ List of Bills

List of Bills - March 17, 2022

CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
14634	Al Warren Oil Co Inc	816.1 Gals of Unleaded Gas	2,764.55	W1457190	3/3/2022	10 13001 GF	Gasoline Inventory
		842.4 Gals of Unleaded Gas	2,669.91	W1454419	2/18/2022	10 13001 GF	Gasoline Inventory
		813.3 Gals of Unleaded Gas, 1147.5 Gals of Diesel	6,464.65	W1455733	2/24/2022	10 13001 GF	Gasoline Inventory
			<u>11,899.11</u>				
14635	Aramark	City Mat Service	931.18	602000224337	3/2/2022	10012025 42011 Bldg Maint	Maintenance - Building/Grounds
						<u>931.18</u>	
14636	Associated Technical Services LTD	Cable and Pipe Locator	6,183.00	34845	1/14/2022	63005081 44099 Utilities	Other Parts And Materials
		Rechargeable Transmitter Battery Pack	791.00	35077	2/17/2022	63005081 46002 Utilities	Other Equipment
			<u>6,974.00</u>				
14637	Blue Line	3 Month Police Officer Recruitment Listing	597.00	42822	2/17/2022	10024047 49044 PD Brd	Testing Program
						<u>597.00</u>	
14638	Bronwyn Sill	City Newsletter Design and Layout- Mar/Apr 2022	2,150.00	17	2/21/2022	10011016 42005 Marketing	Printing
		City Newsletter Design and Layout-May/June 2021	1,200.00	12	5/1/2021	10011016 42005 Marketing	Printing
			<u>3,350.00</u>				
14639	Christopher Burke Engineering Ltd	20190505, 520 N Wood Dale Rd	276.00	172876	3/2/2022	10 22001 GF	Escrow Account
		RES-2021-0445, 282 E Deerpath	825.15	172875	3/2/2022	10 22001 GF	Escrow Account
		ComEd- WO# 17080259	362.25	172881	3/2/2022	10015051 42050 PW Admin	Engineering Services
		On-Call Engineering Services	120.75	172874	3/2/2022	10012021 42034 CD	Professional Services
		Bryn Mawr Reconstruction	310.50	172877	3/2/2022	50030000 46031 CIP	Street Improvement Program
		Vinakom- Central Ave	80.50	172878	3/2/2022	10015051 42050 PW Admin	Engineering Services
		Comcast- 1501 N Michael	161.00	172880	3/2/2022	10015051 42050 PW Admin	Engineering Services
		Vinakom- 1360 N Wood Dale Rd	571.34	172879	3/2/2022	10015051 42050 PW Admin	Engineering Services
		20200580, 123 Wood Dale Rd	272.50	171492	12/21/2021	10 22001 GF	Escrow Account
RES-2021-0180, 142 Florina Ct	272.50	170727	11/16/2021	10 22001 GF	Escrow Account		
			<u>3,252.49</u>				
14640	Cirincione	Plumbing Plan Reviews/Inspections- Feb 2022	2,185.00	February22	2/28/2022	10012021 42034 CD	Professional Services
						<u>2,185.00</u>	
14641	Colley Elevator Co	6 Month Elevator Inspection- City Hall	382.00	222863	3/1/2022	10012025 42011 Bldg Maint	Maintenance - Building/Grounds
						<u>382.00</u>	
14642	Commonwealth Edison	387 Preserve	236.27	1935098099mar22	3/1/2022	63005082 44051 Sewer	Electric Utilities
		152 Janis	97.20	1977013032mar22	3/1/2022	63005081 44051 Utilities	Electric Utilities
		970 Lively	5.52	1891117124mar22	2/28/2022	21035059 44051 MFT	Electric Utilities
		790 N Central Ave	619.17	7530503011mar22	2/28/2022	21035059 44051 MFT	Electric Utilities

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CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
		372 Wood Dale	1,159.36	6102069032mar22	2/28/2022	21035059	44051 MFT Electric Utilities
		144 Commercial	352.47	6018658025mar22	2/28/2022	63005081	44051 Utilities Electric Utilities
		SS Irving	477.59	5850739020mar22	2/28/2022	60	44051 Metra Electric Utilities
		333 E Irving Park Rd	357.29	5850691034mar22	2/28/2022	21035059	44051 MFT Electric Utilities
		269 Irving	13.81	3531026055mar22	2/24/2022	21035059	44051 MFT Electric Utilities
		411 Irving	63.10	4578064010mar22	2/25/2022	21035059	44051 MFT Electric Utilities
		948 Edgewood	17.95	1091045118mar22	2/28/2022	21035059	44051 MFT Electric Utilities
		Sign Devon Ave	27.09	3683007037mar22	2/28/2022	21035059	44051 MFT Electric Utilities
		121 E Irving Lights	1,600.85	2720145042mar22	2/28/2022	21035059	44051 MFT Electric Utilities
		Clock Tower	248.31	2397133276mar22	2/28/2022	21035059	44051 MFT Electric Utilities
		Street Lights	4,495.67	5551084019mar22	2/24/2022	21035059	44051 MFT Electric Utilities
		L/S Street Lights	326.57	2811168048mar22	3/3/2022	21035059	44051 MFT Electric Utilities
		Street Lights	379.88	2003164030mar22	3/1/2022	21035059	44051 MFT Electric Utilities
		475 Arbor	122.81	931132071mar22	3/3/2022	63005081	44051 Utilities Electric Utilities
		790 N Central Ave	40.58	7530502014mar22	3/3/2022	21035059	44051 MFT Electric Utilities
			<u>10,641.49</u>				
14643	Compass Minerals	104.9 Tons of Bulk Highway Coarse	8,510.54	966128	3/2/2022	21035059	44083 MFT Snow & Ice Control
			<u>8,510.54</u>				
14644	Concentric Integration	2021-2022 Time and Material Support Services	609.19	0231900	2/18/2022	63005081	42021 Utilities Maintenance Equipment Distribu
		IT Support Services	153.75	0231892	2/18/2022	63005081	42021 Utilities Maintenance Equipment Distribu
		Time and Material Support Services	300.00	0231896	2/18/2022	63005081	42021 Utilities Maintenance Equipment Distribu
		2021-2022 Support Services	1,985.00	0231898	2/18/2022	63005081	42021 Utilities Maintenance Equipment Distribu
			<u>3,047.94</u>				
14645	Constellation New Energy	Street Lights	411.85	61838436001	2/25/2022	21035059	44051 MFT Electric Utilities
		401 Crestwood Rd	300.79	618699240301	3/3/2022	21035059	44051 MFT Electric Utilities
			<u>712.64</u>				
14646	Conway Data Inc	Full Page- Site Selection March 2022	5,500.00	01022654	3/1/2022	22050000	49055 Tourism Economic Development
			<u>5,500.00</u>				
14647	Daily Herald	Bid Notices	78.20	208259	2/19/2022	63005082	42054 Sewer Dump Fees
		Newsprint Surcharge- 2/15/22-04/11/22	89.60	166588march22	2/15/2022	10011011	42091 Admin Dues And Subscriptions - Admin
			<u>167.80</u>				
14648	DuPage Optical	1 Eye Exam	269.00	68682	3/7/2022	10024047	49044 PD Brd Testing Program
			<u>269.00</u>				

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CHECK	VENDOR NAME	FULL DESCRIPTION	AMOUNT	INVOICE	DATE	ACCOUNT	ACCOUNT DESCRIPTION
14649	DuPage Water Commission	City Water Purchase- February 2022	145,561.36	01-2300-00mar22	2/28/2022	63005081 44053 Utilities	DPWC Water Purchase
			<u>145,561.36</u>				
14650	EBM, Inc	Monthly Window Cleaning- Metra, 02/2022	140.00	109178	2/28/2022	60 42034 Metra	Professional Services
			<u>140.00</u>				
14651	EGM, Inc.	Semi Annual HVAC Maintenance- 720 N Central	397.00	2320	2/1/2022	10015051 42019 PW Admin	Maintenance Agreements
		Semi Annual HVAC Maintenance- 269 W Irving Park	997.00	2321	2/1/2022	63005082 42011 Sewer	Maintenance - Building/Grounds
		Repaired Furnace- City Hall	658.50	23276	2/18/2022	10024041 44011 PD	Maintenance - Building/Grounds
			<u>2,052.50</u>				
14652	Forward Space, LLC	Economic Incentive Payment	16,365.24	5	3/7/2022	10013000 49999 Finance	Sales Tax Rebate Program
			<u>16,365.24</u>				
14653	Frank Georgekos	Bond Refund- 20210073, 229 Harvey Ave	1,000.00	20210073	2/24/2022	10 22003 GF	Builders Cash Bond
			<u>1,000.00</u>				
14654	Frederick Quinn Corporation	New PW Facility Construction- 790 N Central Ave	215,117.00	556	1/31/2022	50010000 46036 CIP	PW Building Improvements
			<u>215,117.00</u>				
14655	Galls	Uniform Allowance	89.00	2178016	3/1/2022	10024041 44021 PD	Uniforms
		Uniform Allowance	171.98	2178015	3/1/2022	10024041 44021 PD	Uniforms
		16 Barricades	545.40	018235552	5/1/2021	10024041 49043 PD	Safety Program
		Uniform Allowance	82.30	020386057	2/7/2022	10024041 44021 PD	Uniforms
		Uniform Allowance	66.03	020384764	2/7/2022	10024041 44021 PD	Uniforms
		Uniform Allowance	210.82	020385063	2/7/2022	10024041 44021 PD	Uniforms
			<u>1,165.53</u>				
14656	GHC Mechanical, Inc.	Replacement of Pump/Storage Room Heater- PD	3,438.00	J004414	2/17/2022	10024041 42011 PD	Maintenance - Building/Grounds
			<u>3,438.00</u>				
14657	Guardian Alliance Technologies, Inc	Social Media Screening Services	104.00	15407	2/28/2022	10024041 44039 PD	Detective's Expense
			<u>104.00</u>				
14658	H&H Electric Co	Street Lighting Maintenance- Irving Park/Wood Dale	905.70	38385	12/31/2021	21035059 42010 MFT	Maintenance - Street Lights
			<u>905.70</u>				
14659	Healy Asphalt Company, LLC.	1.23 Tons of UPM Cold Mix	172.20	30513	2/15/2022	50030000 46031 CIP	Street Improvement Program
			<u>172.20</u>				
14660	Hinckley Springs Water Co	Lab Water Delivery	19.94	6174707022722	2/27/2022	63005082 44061 Sewer	Laboratory Supplies
			<u>19.94</u>				

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14661	HR Green	Elizabeth Dr Bridge	16,488.59	10-150480	2/22/2022	50030000	46033 CIP Bridge Improvements
		Potter Street Detention Basin Enhancement	3,209.50	150169	2/10/2022	10015051	42050 PW Admin Engineering Services
		Elizabeth Dr Bike Path Eastern Extention	9,244.42	150094	2/8/2022	50030000	46033 CIP Bridge Improvements
			<u>28,942.51</u>				
14662	ICNA	2022 ICNA Conference- Danzi	355.00	3	3/3/2022	10024041	42089 PD Education And Training
		2022 ICNA Conference- Wolinski	355.00	4	3/3/2022	10024041	42089 PD Education And Training
			<u>710.00</u>				
14663	IPBC - Intergovernmental Personnel	Monthly Insurance Premium- March 2022	42,562.45	March-22	2/28/2022	10011011	42061 Admin Health Insurance
		Monthly Insurance Premium- March 2022	12.48	March-22	2/28/2022	10012021	42061 CD Health Insurance
		Monthly Insurance Premium- March 2022	6,082.57	March-22	2/28/2022	10012022	42061 Health Insurance
		Monthly Insurance Premium- March 2022	100.62	March-22	2/28/2022	10012023	42061 Health Insurance
		Monthly Insurance Premium- March 2022	7,770.91	March-22	2/28/2022	10013000	42061 Finance Health Insurance
		Monthly Insurance Premium- March 2022	11,980.02	March-22	2/28/2022	10024041	42061 PD Health Insurance
		Monthly Insurance Premium- March 2022	44,622.07	March-22	2/28/2022	10024042	42061 Health Insurance
		Monthly Insurance Premium- March 2022	5,464.23	March-22	2/28/2022	10024043	42061 Health Insurance
		Monthly Insurance Premium- March 2022	5,165.01	March-22	2/28/2022	10024044	42061 Health Insurance
		Monthly Insurance Premium- March 2022	3,659.08	March-22	2/28/2022	10024045	42061 Health Insurance
		Monthly Insurance Premium- March 2022	7,457.48	March-22	2/28/2022	10015051	42061 PW Admin Health Insurance
		Monthly Insurance Premium- March 2022	11,964.83	March-22	2/28/2022	10035052	42061 Streets Health Insurance
		Monthly Insurance Premium- March 2022	6,144.71	March-22	2/28/2022	10015053	42061 VGM Health Insurance
		Monthly Insurance Premium- March 2022	13,122.28	March-22	2/28/2022	63005081	42061 Utilities Health Insurance
Monthly Insurance Premium- March 2022	19,877.52	March-22	2/28/2022	63005082	42061 Sewer Health Insurance		
			<u>185,986.26</u>				
14664	J.G. Uniforms	Uniform Allowance	205.00	95015	2/18/2022	10024041	44021 PD Uniforms
			<u>205.00</u>				
14665	Just Safety, Ltd	Medical Kit Resupply- PD	34.25	37107	3/2/2022	10024041	49043 PD Safety Program
		Medical Kit Resupply- Finance	39.60	37109	3/2/2022	10011014	49043 HR Safety Program
		Medical Kit Resupply- 269 W Irving Park	59.20	37106	3/2/2022	63005082	44022 Sewer Safety Equipment
		Medical Kit Resupply- 720 N Central	42.90	37105	3/2/2022	10015051	44022 PW Admin Safety Equipment
		Medical Kit Resupply- Admin	24.00	37108	3/2/2022	10011014	49043 HR Safety Program
		Medical Kit Resupply- August 2021	31.25	36351	8/3/2021	10011014	49043 HR Safety Program
			<u>231.20</u>				
14666	Magdalena Tomczuk	Sidewalk-Apron Reimbursement- 121 Montclare Lane	300.00	1	2/24/2022	50010000	46056 CIP Strategic Plan
			<u>300.00</u>				
14667	Mark Stachurski	Refund for Overpayment of Permit Fee	150.00	INV-00001836	2/28/2022	10	33002 GF Building Permits
			<u>150.00</u>				

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14668	Marquardt & Belmonte PC	Admin Building Hearings- Feb 2022	270.00	11869	2/28/2022	10012021 42034 CD	Professional Services
			<u>270.00</u>				
14669	Mike Danzi	Education and Training Per Diem	108.00	022322	2/23/2022	10024041 42089 PD	Education And Training
			<u>108.00</u>				
14670	Nicor Gas	444 Potter	320.12	53400900006mar22	2/21/2022	63005081 44052 Utilities	Natural Gas Utilities
		412 Park	305.97	55400900001mar22	2/21/2022	63005081 44052 Utilities	Natural Gas Utilities
		475 Arbor	56.09	03000235840mar22	2/23/2022	63005081 44052 Utilities	Natural Gas Utilities
		387 Preserve	56.09	05465097177mar22	2/23/2022	63005081 44052 Utilities	Natural Gas Utilities
		144 Commercial	735.52	06863454192mar22	2/23/2022	63005081 44052 Utilities	Natural Gas Utilities
		180 Brookhurst	670.83	59430900007mar22	2/23/2022	63005082 44052 Sewer	Natural Gas Utilities
		269 Irving	325.09	44347800003mar22	2/23/2022	63005082 44052 Sewer	Natural Gas Utilities
		331 Edgewood	56.09	77616386478mar22	2/23/2022	63005081 44052 Utilities	Natural Gas Utilities
		150 Janis	49.11	38546902156mar22	2/22/2022	63005081 44052 Utilities	Natural Gas Utilities
		388 Irving	49.11	46617400000mar22	2/22/2022	63005081 44052 Utilities	Natural Gas Utilities
		790 N Central Ave	803.04	68021722167mar22	2/22/2022	63005081 44052 Utilities	Natural Gas Utilities
		333 E Irving Park	581.60	68992790375mar22	2/22/2022	63005081 44052 Utilities	Natural Gas Utilities
		256 Mittel	49.99	69653763057mar22	2/22/2022	63005082 44052 Sewer	Natural Gas Utilities
		277 Edgebrook	49.11	63335878946mar22	2/22/2022	63005081 44052 Utilities	Natural Gas Utilities
		Royal Oaks	449.80	28882900005mar22	3/1/2022	20035058 44052 RB	Natural Gas Utilities
		429 Knollwood Dr	49.11	99560406466mar22	2/22/2022	63005081 44052 Utilities	Natural Gas Utilities
		890 Lively	49.99	61032393516mar22	2/22/2022	63005081 44052 Utilities	Natural Gas Utilities
		269 Irving- A	8,347.16	21347800001mar22	2/22/2022	63005082 44052 Sewer	Natural Gas Utilities
			<u>8,347.16</u>				
			13,003.82				
14671	North Shore Water Reclamation District	Biomonitoring-269 Irving Park Rd	800.00	MISC00000124705	2/24/2022	63005082 42033 Sewer	Laboratory Services
			<u>800.00</u>				
14672	Ray O'Herron Co Inc	Uniform Allowance	441.07	2176581	2/22/2022	10024041 44021 PD	Uniforms
			<u>441.07</u>				
14673	Regional Truck Equipment Co	Snow Plow Parts	235.62	232644	2/23/2022	10035052 44017 Streets	Maintenance - Vehicles
			<u>235.62</u>				
14674	Robbins Schwartz	2019 M&E Real Estate	11.39	915333	2/28/2022	10011013 42062 Legal	Legal - General Fund
		Albertsons PTAB	5.69	915351	2/28/2022	10011013 42062 Legal	Legal - General Fund
		2021 BOR	74.21	915364	2/28/2022	10011013 42062 Legal	Legal - General Fund
		2020 950 Sivert PTAB	21.79	915371	2/28/2022	10011013 42062 Legal	Legal - General Fund
		2020 HJK Enterprises PTAB	16.61	915378	2/28/2022	10011013 42062 Legal	Legal - General Fund
		2020 M&E Real Estate PTAB	11.39	915385	2/28/2022	10011013 42062 Legal	Legal - General Fund
			<u>11.39</u>				
			141.08				

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14675	Robinson Engineering, Ltd	Continuing Services	3,025.00	22020230	2/18/2022	50030000 46031 CIP	Street Improvement Program
			<u>3,025.00</u>				
14676	Safelite Glass Corp	Windshield Repairs	102.97	11	3/1/2022	10024041 42017 PD	Maintenance - Vehicles
			<u>102.97</u>				
14677	Schumann Printers, I	Community Newsletter- March/April 2022	4,728.53	139373	3/1/2022	10011016 42005 Marketing	Printing
			<u>4,728.53</u>				
14678	Sirchie Fingerprint Laboratori	2 Evidence Boxes	102.86	0532941-IN	2/26/2022	10024041 44041 PD	Investigative Supplies
			<u>102.86</u>				
14679	Stone Planning LLC	Development Assessment Consulting Services	5,000.00	WD002	2/28/2022	24 42034 TIF 1	Professional Services
			<u>5,000.00</u>				
14680	Storino Ramello & Durkin	General Employment Matters	133.20	85083	2/24/2022	10011013 42067 Legal	Legal - Labor
		Jaworski Matters	233.10	85084	2/24/2022	10011013 42067 Legal	Legal - Labor
			<u>366.30</u>				
14681	Suburban Laboratories Inc	Wastewater Water Lab Testing	251.75	197267	11/30/2021	63005081 42033 Utilities	Laboratory Services
		Wastewater Water Lab Testing	208.65	199361	1/31/2022	63005081 42033 Utilities	Laboratory Services
		Wastewater Water Lab Testing	958.50	194761	9/30/2021	63005081 42033 Utilities	Laboratory Services
		Wastewater Water Lab Testing	510.06	196143	10/31/2021	63005081 42033 Utilities	Laboratory Services
		Wastewater Water Lab Testing	964.65	200220	2/28/2022	63005081 42033 Utilities	Laboratory Services
		Wastewater Water Lab Testing	1,281.46	200257	2/28/2022	63005082 42033 Sewer	Laboratory Services
			<u>4,175.07</u>				
14682	Teska Associates, Inc	UDO Update	682.50	11890	2/24/2022	50010000 49055 CIP	Economic Development
			<u>682.50</u>				
14683	Toscas Law Group	Building Code/Ordinance Violations- 02/22/22	400.00	022222	2/24/2022	10012021 42034 CD	Professional Services
		Tow/Seizure Violations/Truancy Cases- 02/22/2022	425.00	02222022	2/24/2022	10024041 42034 PD	Professional Services
		Railroad Crossing Violations- 02/22/22	500.00	0222221	2/24/2022	10024041 42034 PD	Professional Services
			<u>1,325.00</u>				
14684	Total Parking Solutions, Inc.	Preventative Maintenance for 2 Parking Terminals	3,420.00	105672	2/24/2022	60 42034 Metra	Professional Services
		4G Modem Kit Upgrade	1,040.00	105652	2/18/2022	60 42011 Metra	Maintenance - Building/Grounds
			<u>4,460.00</u>				
14685	TransUnion Risk	Person Searches- February 2022	95.60	427957-202202-1	3/1/2022	10024041 44039 PD	Detective's Expense
			<u>95.60</u>				

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14686	Tritech Forensics	10 Blood/Urine Collection Kits	68.60	618249	3/2/2022	10024041 44041 PD	Investigative Supplies
			<u>68.60</u>				
14687	UpRight Interiors for Business, LLC	Furniture for New PW Facility	52,228.00	2222-Deposit	3/4/2022	50010000 46036 CIP	PW Building Improvements
			<u>52,228.00</u>				
14688	Verizon Wireless	Monthly M2M Charges- February 2022	412.38	9900255642	2/23/2022	63005082 42001 Sewer	Telephone/Alarm Line
			<u>412.38</u>				
14689	Vigilant Solutions, LLC	Investigative Data Platform	5,400.00	46584RI	3/2/2022	10024041 42019 PD	Maintenance Agreements
			<u>5,400.00</u>				
14690	WEX Health, Inc	COBRA/FSA Monthly- February 2022	136.00	0001484453-IN	2/28/2022	10011014 42034 HR	Professional Services
			<u>136.00</u>				
14691	Williams Associates Architects, LTD	Public Works Facility	154,751.36	0020805	2/21/2022	50010000 46036 CIP	PW Building Improvements
			<u>154,751.36</u>				
14692	Wolinski	Education and Training Per Diem	108.00	022322	2/23/2022	10024041 42089 PD	Education And Training
			<u>108.00</u>				
14693	Wood Dale Fire Protection Dist	Fire Alarm Inspections- Feb 2022	600.00	February2022	2/28/2022	10 33002 GF	Building Permits
		COC Inspections- Feb 2022	1,040.00	COC2022-02	3/7/2022	10 33015 GF	Commercial Activity
			<u>1,640.00</u>				
	Grand Total		<u><u>914,794.39</u></u>				
	Total number of checks - 60						