

MAYOR

Andrew Przybylo

TRUSTEES

George D. Alpogianis

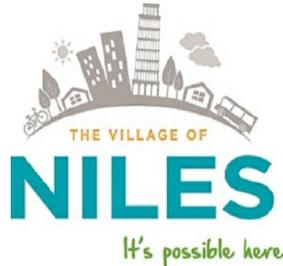
John C. Jekot

Joe LoVerde

Danette O'Donovan Matyas

Denise M. McCreery

Dean Strzelecki



1000 Civic Center Drive, Niles, Illinois 60714

VILLAGE MANAGER

Steven C. Vinezeano

VILLAGE CLERK

Marlene J. Victorine

Phone: (847) 588-8000

Fax: (847) 588-8051

www.vniles.com

AGENDA
NILES VILLAGE BOARD MEETING
COUNCIL CHAMBERS
May 24, 2016
7:00 PM

REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

Flag Ceremony Girl Scout Troop #41006

PROCLAMATIONS

Ann Farlee Day - May 19, 2016

PRESENTATIONS

Optimist Club Penmanship Contest Winners - Adalina Williams from Mark Twain School and Mariah Pereira and Matthew Christian from St. John Brebeuf School

Housing Authority of Cook County (Richard Monocchio, Executive Director)

ANNOUNCEMENTS

April 2016 PEER (Promoting Employee Excellence through Recognition) Award to Chris Dieschbourg, Public Services Department

Community Garden Naming Contest Results (Hadley Skeffington-Vos)

Bike Niles Fest - Saturday, June 11 from 9:00 a.m. to 1:00 p.m. at Notre Dame College Prep (Carl Maniscalco)

Niles Receives American Heart Association Fit-Friendly Worksite Gold Achievement Award for 2015 (Brigitte Powidzki, RN, BSN - Senior Center)

Garage Sale Sign Demo

Memorial Day Ceremony, Monday, May 30 at 11:00 a.m. at Veterans Memorial Waterfall - all are invited to attend. Village offices will be closed in observance of Memorial Day.

VILLAGE ATTORNEY'S REPORT

Update

COMMITTEE REPORTS

Finance Committee (Trustee LoVerde)
Stormwater Commission (Trustee LoVerde)
General Government / IT Committee (Trustee Alpogianis)
Northwest Municipal Conference (Trustee Jekot)
Community Relations Commission (Trustee Jekot)
Building & Zoning Committee (Trustee McCreery)

PUBLIC COMMENTS

The floor is open for public comments on New Business agenda items only. Please step up to the microphone, state your name and city, and make your comment. You will be allotted three minutes. Please make sure you sign in at the reception desk.

OLD BUSINESS

Item 1 Ordinance Adding Chapter 10 Amusements and Entertainments, Article IV Regulations For Licensees Operating Video Gaming Terminals, Section 10-80 Through Section 10-89, Appendix D Fee Schedule and Appendix E Penalties Trustee Strzelecki

CONSENT AGENDA-NEW BUSINESS

- Item 1** Approval of Minutes - April 26, 2016 FY2017 Budget Hearing
- Item 2** Approval of Minutes - April 26, 2016 Regular Meeting
- Item 3** Approval of Minutes - May 10, 2016 Informal Consideration
- Item 4** Ordinance Amending Chapter 2 Administration, Article V. Board, Committees and Commissions, Division 3 Community Relations Commission
- Item 5** Resolution Appointing President Przybylo as a Director and Trustee Jekot and Village Manager Vinezeano as Alternate Directors to the Northwest Municipal Conference (NWMC)
- Item 6** Resolution Appointing President Przybylo as a Director and Trustee Jekot and Village Manager Vinezeano as Alternate Directors to the Solid Waste Agency of Northern Cook County (SWANCC)
- Item 7** Resolution Appointing Fire Chief Borkowski as a Director and Village Manager Vinezeano as an Alternate Director to the Northeastern Illinois Public Safety Training Academy (NIPSTA)
- Item 8** Resolution Appointing Trustee Strzelecki as a Director to the Regional Emergency Dispatch Center (R.E.D. Center)
- Item 9** Resolution Authorizing the Sale and/or Disposal of Personal Property (Miscellaneous Equipment) Owned by the Village of Niles
- Item 10** Resolution Supporting Two Applications for Illinois Transportation Enhancement Program Funding

NEW BUSINESS

- Item 1** 2016-2017 Appointments of Officials and Department Heads President Przybylo
- Item 2** Ordinance Adding Chapter 94 Taxation, Article XIII Amusement Tax Trustee LoVerde

Item 3	Ordinance Providing an Appropriation for the Village of Niles for the Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017	Trustee LoVerde
Item 4	Ordinance Amending Chapter 38 Emergency Services, Article III Emergency Telephone System Board	Trustee Strzelecki
Item 5	Resolution Authorizing an Intergovernmental Agreement Establishing a Joint Emergency Telephone Systems Board	Trustee Strzelecki
Item 6	Resolution Reaffirming an Area within the Milwaukee-Touhy Tax Increment Financing District as Blighted and In Need of Renewal	Trustee McCreery
Item 7	Resolution Supporting a Class 7b Tax Classification for Niles Investment LLC for the Property Located at 7025-7049 N. Milwaukee Avenue	Trustee LoVerde
Item 8	Resolution Authorizing a Class 7b Incentive Agreement with Niles Investment LLC for the Property Located at 7025-7049 N. Milwaukee Avenue	Trustee LoVerde
Item 9	Resolution Authorizing a Contractual Agreement with Hey and Associates, Inc., to Provide the Village with On-Call Construction Engineering Services for the Cleveland Corridor Sewer Improvements Project	Trustee Matyas
Item 10	Resolution Authorizing a Contractual Agreement with Alfred G. Ronan, Ltd. for Lobbying Services	Trustee Alpogianis
Item 11	Resolution Authorizing a Contract with Taser International for the Purchase of Twenty (20) X26P Tasers	Trustee Strzelecki
Item 12	Resolution Authorizing a Contractual Agreement with GovHR USA to Provide Contract Negotiation Services	Trustee Alpogianis
Item 13	Authorization of Use of the Municipal Partnering Initiative Contractual Pricing with Patriot Paving for Crack Sealing	Trustee Matyas
Item 14	Authorization of Use of the Municipal Partnering Initiative Contractual Pricing with Precision Pavement Marking for Pavement Marking Services	Trustee Matyas
Item 15	Authorization of Use of the Municipal Partnering Initiative Contractual Pricing with ADS Environmental Services for Leak Survey	Trustee Matyas
Item 16	Authorization of Use of the Municipal Partnering Initiative Contractual Pricing with Chicagoland Paving for Minor Asphalt Patching	Trustee Matyas
Item 17	Purchasing Policy Manual Changes to Include Language on Buying Local, Updates to the Disposal and Sale of Village Property and Use of the Village's Sales Tax Exempt Number	Trustee LoVerde
Item 18	Waiver of a Performance Bond for Powell Tree Care for the FY2017 Tree Pruning Program	Trustee Matyas

FINANCIAL REPORTS

Treasurer's Report - April 2016

NEXT MEETINGS

June 14, 2016 - Informal Consideration at 7:00 p.m.

June 28, 2016 - Regular Meeting at 7:00 p.m.

PUBLIC COMMENTS

ADJOURNMENT

Proclamation

Ann Farlee Day May 19, 2016

WHEREAS, Niles School District 71 has proclaimed the name of the “Annual Fun Run” to be changed to the “Ann Farlee Fun Run.” The Niles Elementary School District 71 Board of Education has in concordance with the Village of Niles proclaimed May 19, 2016 as Ann Farlee Day, to recognize Ann Farlee, Physical Education Teacher, for all that she does to help our children learn and maintain a healthy lifestyle; and

WHEREAS, the Board of Education of Niles Elementary School District 71 along with the Village of Niles believes that learning is a lifelong process and that the well-being of our children is the highest priority; and

WHEREAS, the Board of Education of Niles Elementary School District 71 and the Village of Niles are dedicated to advancing student learning and wellness through effective and innovative educational processes; and

WHEREAS, Ann Farlee, Physical Education Teacher, plays an important role in the education and growth of children in Culver Elementary School; and

WHEREAS, Ann Farlee, Physical Education Teacher is responsible for promoting education and working with parents and teachers to ensure that each child receives the education and support to meet their needs to excel; and

WHEREAS, we must continue to encourage, support and recognize those who have a positive impact on “Culver” students and the education system at Niles School District 71.

NOW, THEREFORE, Mayor Andrew Przybylo and the Board of Trustees of the Village of Niles do hereby proclaim May 19, 2016 as Ann Farlee Day in the Village of Niles.

Dated this 19th day of May, 2016

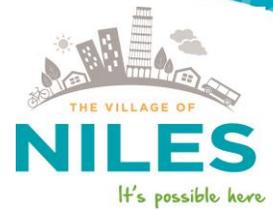
Matt Holbrook, President Board of Education

Andrew Przybylo, Mayor Village of Niles

Attested:

Marlene J. Victorine, Village Clerk

NILES PEER AWARD

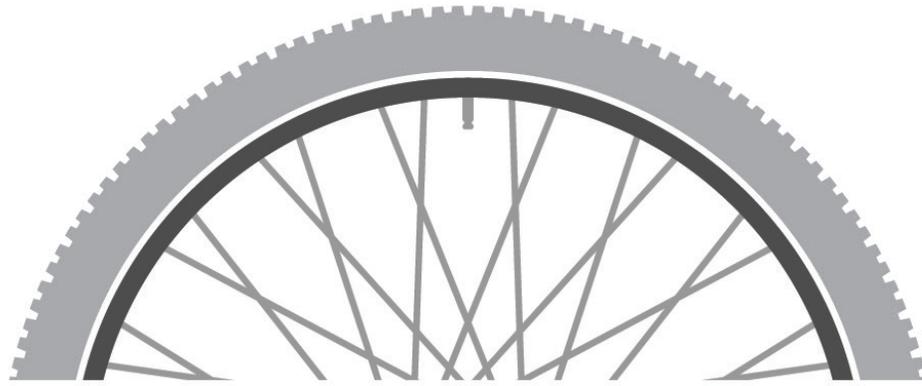


April PEER Award Winner Chris Dieschbourg



Public Services employee Chris Dieschbourg was voted as April 2016's PEER Award winner by the Niles Employee Recognition Committee. This committee, made up of employees from each department, reviewed five nominations. Chris was nominated and awarded for his hard work and creative efforts to construct Harvey the Carrot, a mascot for Niles' first Community Garden. His kind and courteous manner, use of recycled materials, and superb carpentry skills helped the Village create the mascot at no cost.

Chris' nomination from his coworker noted that "Not only did Chris help with this specific project, but he is always kind, courteous and goes above and beyond for every job he works on. His carpentry skills are used for a wide array of Village projects, such as a new dog kennel and reconstruction of the flooring at the Touhy Water Plant, which would otherwise be an added cost to the Village and our residents. We are lucky to have Chris part of the Niles team." The Village thanks Chris for his excellent service to the Village of Niles.



BIKE NILES fest

SATURDAY JUNE 11

Event Begins at 9:00 a.m. at Notre Dame College Prep
7655 Dempster Street, Niles, IL 60714

route options

Ride at your own pace

- Experienced Bike Ride** - Approximately 6 miles
- Family Bike Ride** - Approximately 2-3 miles
- Tyke Ride** - Approximate Ages 4-7

Scheduled Events:

- Safety Town and Bouncy House**
9:00 a.m. - 1:00 p.m.
- Division Stunt Team
BMX Show**
9:15 & 11:15 a.m.
- Balloon Creations**
10:30 a.m. - 12:00 p.m.

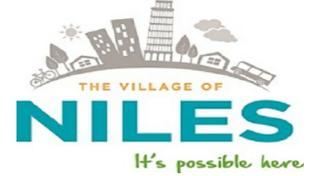
parking

Available at Notre Dame College Prep

Route maps and more event
information available
at www.vniles.com.



BOARD AGENDA ITEM EXPLANATION FORM



**Niles Receives American Heart Association Fit-Friendly Worksite Gold Achievement Award for 2015
(Brigitte Powidzki, RN, BSN - Senior Center)**

Meeting Date 5/24/2016

Item Number

Requested by Kelly Mickle, Senior Center Director

Action Requested

Prepared by Brigitte Powidzki, RN, BSN

Assigned to:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Backup Material	Award Notification Letter

MOTION

Gold Level status is achieved for worksites that fulfill criteria such as offering employees physical activity support, increasing healthy eating options at work, promoting a wellness culture, and adhering to a strict tobacco policy; as well as implement at least six of the physical activities, two of the nutrition activities and one of the culture activities listed in the application form.

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

ORG# Total Amount for Approval \$

ACCT# Budget Amount \$

Variance \$



National Center
7272 Greenville Avenue | Dallas, Texas 75231
www.heart.org



Chief Executive Officer
Nancy A. Brown, M.D., FAHA

President
Wanda A. Creager, M.D., FAHA

Chief Financial Officer
James J. Pugh

President-Elect
Steven A. Houser, Ph.D., FAHA

Immediate Past
Chairman of the Board
Lawrence P. Dattilo

Immediate Past President
Elliot N. Lerman, M.D., FAHA

President
Raymond A. Vaccaro

Chairman
Mary Ann Coleman, M.D., FAHA
Past Chairman
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Michael S. V. Elser, M.D., FAHA
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Board of Directors
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Chief Administrative Officer
Chief Human Resources Officer
Susan D. Jurek, MBA

Chief Science & Medical Officer
Rose Marie Romanoski, M.D., FAHA

Chief Medical Officer for Prevention
Lorenda Gonzalez, MD, MPH

Chief Operating Officer
Suzie Linton

Chief of Staff to the CEO
Linda Lee

Executive Vice President,
Executive Secretary &
National Council
L. Ronald Mancuzel, Ph.D.

"Building healthier lives,
free of cardiovascular
diseases and stroke."

January 8, 2016

Mrs. Brigitte Powidzki
registered nurse
Village of Niles
999 Civic Center Dr
Niles, IL 60714-3224

Dear Mrs. Brigitte Powidzki,

On behalf of the American Heart Association, I would like to congratulate your organization on becoming a **Gold Fit-Friendly Worksite**. You are among an elite group of awardees for this important initiative.

Worksite wellness is gaining more support and popularity as an important way to improve the well-being of the workforce and your organization has taken great strides in this movement. We want to thank you for your part in helping to build a culture of wellness and providing your employees with more options to make healthy choices. It is truly an inspiration to all.

As a Fit-Friendly Worksite, you will receive recognition on the American Heart Association's website, www.heart.org/FFWrecognition, and local recognition by the American Heart Association at events and in communications materials supporting the recognition program. Additionally, you have the right to use the American Heart Association's Fit-Friendly Worksites Gold seal on all internal communications and external communications for recruitment purposes. Please visit www.heart.org/FFWresources to download the seal, guidelines for usage, and other tools. Your award and seal usage rights are valid until November 1, 2016.

We at the American Heart Association commend your efforts and look forward to seeing you continue to make great strides in the coming year.

Sincerely,

Nancy Brown
Chief Executive Officer

life is why™ es por la vida™ 全為生命™





American
Heart
Association®

My Heart. My Life.™

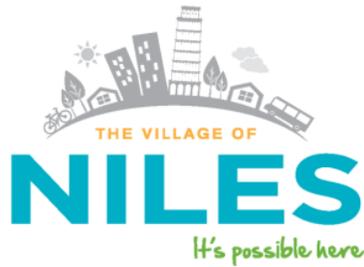
Fit-Friendly Worksite

GOLD
ACHIEVEMENT

This workplace has been recognized
by the American Heart Association
for meeting criteria for employee wellness.

Village of Niles

2015



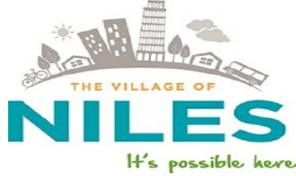
1000 Civic Center Drive, Niles, Illinois 60714

MEMORIAL DAY CEREMONY AT VETERANS MEMORIAL WATERFALL MAY 30, 2016 AT 11:00 AM

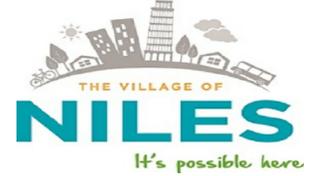
On Memorial Day, Monday, May 30, 2016, at 11:00 a.m., members of the Niles VFW Post #7712 and the Village of Niles will conduct a ceremony at the Veterans Memorial Waterfall located at the southwest corner of Touhy Avenue and Milwaukee Avenue in remembrance of those who have died in our nation's service.

Village officials will be present for the ceremony and cordially invite the general public to attend.





BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Adding Chapter 10 Amusements and Entertainments, Article IV Regulations For Licensees Operating Video Gaming Terminals, Section 10-80 Through Section 10-89, Appendix D Fee Schedule and Appendix E Penalties

Meeting Date 5/24/2016 Item Number 1
Requested by Economic Enhancement Committee Action Requested ORDINANCE
Prepared by Legal Department Assigned to: Trustee Strzelecki

ATTACHMENTS:

Type	Description
Ordinance	Ordinance

MOTION

I move for Board approval of an Ordinance adding Chapter 10 Amusements and Entertainments, Article IV Regulations For Licensees Operating Video Gaming Terminals, Section 10-80 Through Section 10-89, Appendix D Fee Schedule and Appendix E Penalties.

REASON FOR REQUEST / BACKGROUND

This Ordinance has been before the Village Board previously for a first reading; it has since been revised.

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

ORG# Total Amount for Approval

ACCT# Budget Amount

Variance

ORDINANCE 2016-

ORDINANCE TO AMEND CHAPTER 10 AMUSEMENTS AND ENTERTAINMENTS, ARTICLE IV REGULATIONS FOR LICENSEES OPERATING VIDEO GAMING TERMINALS BY ADDING SECTION 10-80 THROUGH SECTION 10-90 IN THE CODE OF ORDINANCES, VILLAGE OF NILES

WHEREAS, since the economic downturn of 2008, many Niles' restaurants, bars and other service-oriented businesses have had extreme economic hardship placed upon them;

WHEREAS, the Village of Niles for as many years has been unable to replace critical infrastructure due to budgetary constraints;

WHEREAS, all conventional forms of funding local government are at risk, creating unexpected municipal budget shortfalls;

WHEREAS, the State of Illinois since July 1, 1974 has allowed the lottery, which is a form of gambling;

WHEREAS, the Village of Niles allows lotteries when conducted by the State of Illinois in accordance with the Illinois Lottery Law;

WHEREAS, the lottery has become an accepted activity with none of the stigma or problems historically attached to gambling;

WHEREAS, the State of Illinois Video Gaming Act became effective on July 13, 2009, with many restrictions upon the placement and use of video gaming terminals;

WHEREAS, it is inconsistent to prohibit video gaming with a \$2.00 maximum wager, when the State of Illinois sponsors a lottery that is heavily promoted, is present in numerous locations and allows amounts to be wagered far in excess of what is authorized under the Act;

WHEREAS, the State of Illinois has proven its ability to effectively regulate limited forms of gambling;

WHEREAS, while video gaming is viewed by some as a vice destructive of family values, it is viewed by others as an entertainment, freely engaged in;

WHEREAS, limited video gaming, as regulated by the Act and related regulations, will not impose an undue burden on the Police Department since the Illinois Gaming Board has extensive power to regulate and enforce provisions relating to video gaming;

WHEREAS, the Village of Niles shall add additional restrictions so as to protect families and property values;

WHEREAS, the Village from time to time since 2009 has received requests from certain establishments in the Village to apply for Video Gaming Terminal Operator permits from the Illinois Gaming Board to allow regulated video gaming in their establishments in the Village;

WHEREAS, neighboring communities allow video gaming and as a result, Niles' establishments are at a competitive business disadvantage;

WHEREAS, the economic disadvantage is not justified given the excellent control video gaming machines and facilities are subjected to in the Act, its regulations and the Illinois Gaming Board's enforcement abilities;

WHEREAS, this ordinance is necessary to provide local establishments a level playing field in a highly competitive industry;

WHEREAS, video gaming provides an incentive in Niles and allows certain existing businesses to offer additional services in an effort to revitalize and reinvigorate their businesses;

WHEREAS, new video gaming facilities offer an opportunity to help reinvigorate tired retail strip centers and shopping centers with higher than normal vacancy rates by bringing new traffic and customers into those areas, which will enhance those properties and the Village as a whole;

WHEREAS, in light of: 1) the difficult financial conditions for local businesses; 2) Niles' reliance on sales tax to help fund general services; 3) the Village's need and desire to keep local businesses vibrant and competitive; 4) the state's extensive licensing and regulatory controls over video gaming; and 5) Niles' ability to prohibit video gaming in the event video gaming is found not to be in the interest of the public, it is deemed not to be detrimental to allow video gaming in the Village of Niles;

WHEREAS, passage of this ordinance is not an endorsement of video gaming, but a recognition that this is a matter of personal choice for responsible adults to exercise;

WHEREAS, the President's office did create a Task Force for Gathering Testimony on Video Gaming wherein testimony was advanced in support of and in opposition of video gaming;

WHEREAS, the Task Force provided, with full record kept, advice for video gaming;

WHEREAS, the Village of Niles, in order to maintain strict control over the video gaming operations in the Village, requires that all use operation agreements and all other agreements related to video gaming in the Village be specifically made subject to this Ordinance so as to avoid any conflicts between agreements entered into before this Ordinance, and all video gaming rules, regulations, restrictions and procedures adopted in furtherance of this Ordinance;

WHEREAS, the sunset provision provides that this article shall automatically terminate on May 1, 2021; and

WHEREAS, Village of Niles Ordinance 2011-02 passed on January 25, 2011 will be rescinded per section 230 ILCS 40/27 of the Video Gaming Act (the “Act”).

NOW, THEREFORE, BE IT ORDAINED, by the President and the Board of Trustees of the Village of Niles, Cook County, Illinois, as follows:

SECTION 1: The Recitals are incorporated herein and made a part of this Ordinance by this reference.

SECTION 2: Chapter 10 Amusements and Entertainments, Article IV. Regulations for licensees operating video gaming terminals, Section 10-80 through Section 10-90 shall be added as follows:

CHAPTER 10 AMUSEMENTS AND ENTERTAINMENTS
ARTICLE IV. REGULATIONS FOR LICENSEES OPERATING
VIDEO GAMING TERMINALS

Sec. 10-80 Definitions.

Licensed establishment means any licensed retail establishment where alcoholic liquor is drawn, poured, mixed, or otherwise served for consumption on the premises, whether the establishment operates on a non-profit or for-profit basis.

Fraternal establishment means the location where a qualified fraternal organization that derives its charter from a national fraternal organization regularly meets.

Veterans establishment means the location where a qualified veterans organization that derives its charter from a national veterans organization regularly meets.

Video gaming terminal means any electronic video game machine that, upon insertion of cash, is available to play or simulate the play of a video game, including but not limited to video poker, line up, and blackjack, as authorized by the Illinois Gaming Board utilizing a video display and microprocessors in which the player may receive free games or credits that can be redeemed for cash. The term does not include a machine that directly dispenses coins, cash, or tokens or is for amusement purposes only.

Sec. 10-81 Purpose.

The purpose of this Article is to allow video gaming in the Village of Niles subject to certain regulations and restrictions as defined in this Article and pursuant to the Act. The Public Safety Committee, upon the advice and consent of the Alcohol, Tobacco and Gaming Commissioner, shall create the procedures governing the application process and issuance of local video gaming licenses.

Sec. 10-82 Precondition for licensed establishment.

- (a) In all cases of application for a licensed location to operate a video gaming terminal, each licensed establishment, licensed fraternal establishment or licensed veterans establishment shall possess a valid Class A or Class B, as defined in Chapter 6 Alcoholic Beverages, liquor license issued by the Village of Niles and Illinois Liquor Control Commission in effect at the time of application and at all times thereafter during which a video gaming terminal is made available to the public for play at that location.
- (b) In all cases of application for a licensed location to operate a video gaming terminal, each licensed establishment, licensed fraternal establishment or licensed veterans establishment shall submit with its application the Use Agreement, as such term is defined in Rule 110 of the Illinois Video Gaming Board¹, between the Terminal Operator, as therein defined, and the licensed video gaming establishment applicant, which governs the terms of the agreement between the terminal operator and video gaming establishment applicant. Said Use Agreement shall specifically adopt all provisions of the Act, the Rules of the Illinois Gaming Board, and this ordinance. Said Use Agreements shall specifically: 1) state that no inducement was offered or accepted regarding the placement or operation of video gaming terminals in the licensed establishment; 2) contain an indemnity and hold harmless provision on behalf of the State, the Illinois Gaming Board, and its agents relative to any cause of action arising from a use agreement; 3) prohibit any assignment other than from a licensed terminal operator to another licensed terminal operator; 4) contain a provision that releases the video gaming location from any continuing contractual obligation to the terminal operator in the event that the terminal operator has its license revoked or denied, has its renewal denied, or surrenders its license. Dollar amounts, but no other provisions, may be redacted prior to submittal to the Village.
- (c) Use Agreements shall specifically require that each licensed terminal operator has an ongoing duty to comply with the following:
 - 1) Assume the primary responsibility for the operation and maintenance of video gaming terminals and for payment of tax remittance to the State as required by the Act;
 - 2) Maintain and provide, either directly or through a licensed manufacturer, distributor, supplier, licensed technician, or licensed terminal handler, an inventory of associated video gaming equipment to ensure the timely repair and continued, approved operation and play of the video gaming terminals it operates;

¹ Rules of the Illinois Video Gaming Board refer to 11 Ill. Admin. Code 1800 et seq.

- 3) Ensure the timely repair and continued, approved operation and play of the video gaming terminals it operates;
- 4) Assume responsibility for the payment of valid receipt tickets issued by video gaming terminals it operates;
- 5) Maintain at all times an approved method of payout for valid receipt tickets and pay all valid receipt tickets;
- 6) Assume responsibility for terminal and associated video gaming equipment malfunctions, including any claim for the payment of credits arising from malfunctions;
- 7) Promptly notify the Illinois Gaming Board and Village of electronic or mechanical malfunctions or problems experienced in a terminal that affect the integrity of terminal play;
- 8) Extend no form of deferred payment for video gaming terminal play in which an individual receives something of value now and agrees to repay the lender in the future for the purpose of wagering at a video gaming terminal;
- 9) Maintain a single bank account for all licensed video gaming locations with which it contracts for deposit of aggregate revenues generated from the play of video gaming terminals and allow for electronic fund transfers for tax payments;
- 10) Enter into written use agreements with licensed video gaming locations that comply with the Act;
- 11) Obtain and install, at no cost to the State and as required by the Video Gaming Board, all hardware, software and related accessories necessary to connect video gaming terminals to a central communications system;
- 12) Offer or provide nothing of value to any licensed video gaming location or any agent or representative of any licensed video gaming location as an incentive or inducement to locate, keep or maintain video gaming terminals at the licensed video gaming location;
- 13) Not own, manage or control a licensed establishment, licensed truck stop establishment, licensed fraternal establishment or licensed veterans establishment;
- 14) Conduct advertising and promotional activities in a manner that does not reflect adversely on or that would discredit or tend to discredit the Village, the Illinois gaming industry or the State of Illinois;
- 15) Respond to service calls within a reasonable time from the time of notification by the video gaming location;
- 16) Immediately remove all video gaming terminals from the restricted area of play:
 - a) upon order of the Illinois Gaming Board or the Village, or
 - b) that have been out of service or otherwise inoperable for more than 72 hours;
- 17) Provide the Village on a monthly basis a current list of video gaming terminals acquired for use in the Village;
- 18) Not install, remove or relocate any video gaming terminal without prior notification and approval of the Illinois Gaming Board Administrator or his designee;

- 19) Provide prompt notice of an assignment of a use agreement to the Village and Illinois Gaming Board;
- 20) Maintain a video gaming terminal access log for each video gaming terminal in the Village, which must be kept inside the video gaming terminal at all times, documenting all access to the video gaming terminal. The log format shall provide for the time and date of access, the persons who had access, the license number when applicable and the nature of the service or repair made during the access; and
- 21) Service, maintain or repair video gaming terminals at licensed video gaming locations only by licensed technicians or licensed terminal handlers.

Sec. 10-83 Number of video gaming licensed establishments.

Maximum number of 16 licensed establishments is allowed subject to subsection (e) herein. The distribution of these licenses is outlined below:

- (a) Not more than ten (10) existing liquor license establishments may obtain video gaming licenses only if named license holder was in existence for a minimum of 18 months and in good stead with the Local Liquor Commissioner.
- (b) Not more than two (2) new video gaming café business owners may obtain video gaming licenses only if the owners locate in a retail strip center or shopping center, that at the time of the execution of their lease of space, is experiencing a vacancy rate of greater than thirty (30) % and who have applied for and received a liquor license.
- (c) Not more than two (2) existing business owners who may or may not now hold a liquor license, may obtain video gaming licenses only if said business owners have owned or leased property in the Village of Niles for five (5) or more years and whose business has declined over the past three (3) years and who have applied for and received a liquor license.
- (d) Not more than two (2) fraternal or veterans' organizations may obtain video gaming licenses only if named license holders have operated within the Village of Niles for at least five years and who have applied for and received a liquor license.
- (e) In the event that one or more liquor license holders obtains a video gaming license and elects to install less than the maximum of five (5) machines, then, in that event, the Public Safety Committee shall have the authority, upon advice and consent of the Alcohol Tobacco and Gaming Commissioner, to allow additional liquor license holders in the Village to apply for and obtain a video gaming license. Notwithstanding this provision, in no event shall the Public Safety Committee allow more than a maximum five (5) additional video gaming licenses to be issued and in no event shall the total number of

video gaming machines exceed the total number of machines authorized in subsections (a) through (d) herein.

Sec. 10-84 Regulations governing licensed establishments operating video gaming terminals.

- (a) Video gaming terminals must be located in an area restricted to persons 21 years of age and over, the entrance to which is within the view of at least one employee who is over 21 years of age. The placement of video gaming terminals in licensed video gaming locations is subject to Rule 810 of the Illinois Gaming Board. In addition:
 - 1) For all locations that restrict admittance to patrons 21 years of age or older, a separate restricted area is not required.
 - 2) For all locations that admit individuals under the age of 21, the required physical barrier to the gaming area must consist of three walls around the gaming area and must be made of opaque material. The fourth wall cannot exceed five (5) feet in height.
- (b) No barrier shall visually obscure the entrance to the gaming area from an employee of the location who is 21 years of age or over.
- (c) No more than 5 machines may exist in one licensed establishment.
- (d) A liquor licensed establishment that is located within 100 feet of a school (as defined in the Act) or place of worship under the Religious Corporation Act is ineligible to operate a video gaming terminal. This location restriction, pursuant to the Act, does not apply if a school or place of worship moves to or is established within the restricted area after a video gaming licensed facility becomes licensed.
- (e) Video recording and monitoring: the licensee who has video gaming terminals on the licensed premise shall install and maintain in good working order video recording and monitoring equipment pursuant to specifications as determined from time to time by the Chief of Police and shall maintain video recordings for a period of at least thirty (30) days. Video recordings must be accessible to the Chief of Police or his/her designee, upon request at any time. Licensees who have video gaming terminals shall record all persons entering or leaving the building, persons entering or leaving the gaming area, the operation and playing of all video gaming terminals, and all payouts/distributions of winnings from video gaming activities. A written notice that "all gaming is video recorded" shall be posted near the gaming area. The Chief of Police will make a yearly report to the Village Board of Trustees as to unlawful activities related to the use of video gaming terminals.
- (f) Video gaming terminals in a licensed establishment shall be operated only during the same hours of operation allowed for the consumption of alcoholic beverages generally permitted to holders of the local liquor license under the Liquor Control Act of 1934.

- (g) Exterior signage shall be prohibited.
- (h) Notwithstanding the foregoing, the licensee shall place upon the entry doors to a gaming establishment an official decal sign, provided by the Village, stating to all who enter that video gaming exists beyond the entries.
- (i) The licensee shall have within the gaming area a sign, provided by the Village, stating the video gaming addiction helpline.
- (j) A valid Village of Niles video gaming terminal permit sticker shall be clearly displayed at all times on each video gaming terminal.
- (k) Each video gaming terminal that does not have a valid video gaming terminal permit issued by the Village of Niles or video gaming license issued by the State of Illinois or is otherwise unlawful shall be considered a gambling device subject to seizure and shall be turned over to the Illinois Gaming Board in accordance with regulations and applicable laws unless otherwise ordered by a court of competent jurisdiction.
- (l) Any licensee that has had its liquor license revoked or suspended, by the Village of Niles, or by the Illinois State Liquor Control Commission or its video gaming license revoked or suspended by the Illinois Gaming Board, shall automatically have its Village video gaming terminal permit revoked or suspended for the same time period as its liquor and/or gaming board permit is suspended whichever the case may be.
- (m) Any violation of the Act or the Video Gaming Rules shall be deemed a violation of this Ordinance.

Sec. 10-85 Video gaming application process.

Not less than thirty (30) calendar days after the date that this Ordinance is adopted, any applicant for a video gaming license in the Village may submit a complete application to the Village. Applications will be processed on a first come-first served basis according to the procedures and seniority rules to be adopted by the Public Safety Commission upon the advice and consent of the Alcohol, Tobacco and Gaming Commissioner.

Sec. 10-86 Video gaming terminal use by minors prohibited.

No licensee shall cause or permit any person under the age of 21 years to use or play a video gaming terminal. Any licensee who knowingly permits a person under the age of 21 years to use or play a video gaming terminal is guilty of a violation of this article and shall be fined an amount as defined in Appendix E Penalties in the Code of Ordinances.

Sec. 10-87 Annual fees.

Annual fees established shall be a minimum per video gaming terminal as per Appendix D Fee Schedule of the Code of Ordinances.

Sec. 10-88 Distribution of revenue.

The Village's portion of the revenue obtained from video gaming terminals shall be used as follows:

- (a) 25% to fund the Niles Department of Family Services in further support of addiction services;
- (b) 75% to fund Water Fund infrastructure projects and/or pension funding shortfalls.

The Finance Director shall make a yearly report to the Village Board of Trustees on video gaming revenues and disbursements.

Sec. 10-89 Fines, violations.

Fines established in this article shall be subject to Appendix E Penalties of the Code of Ordinances.

Sec. 10-90 Sunset Provision.

This article shall automatically terminate on May 1, 2021, unless it is formally renewed.

* * *

APPENDIX D

FEE SCHEDULE

<i>Description</i>	<i>Amount</i>	<i>Section of This Code</i>
--------------------	---------------	-----------------------------

* * *

Chapter 10

Article IV. Regulations for licensees operating Video Gaming Terminals

<u>Video gaming terminal, each</u>	<u>1,000.00</u>	<u>10-86</u>
------------------------------------	-----------------	--------------

<u>Application fee for licensed premises</u>	<u>250.00</u>	<u>10-85</u>
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* * *

APPENDIX E

PENALTIES

<i>Description</i>	<i>Amount</i>	<i>Section of This Code</i>
--------------------	---------------	-----------------------------

Chapter 10

Article IV. Regulations for licensees operating Video Gaming Terminals

<u>Minors prohibited</u>	<u>No less than \$50.00 no more than \$1,500.00</u>	<u>10-85</u>
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SECTION 3: The provisions of this Ordinance are hereby declared to be severable. If any of these sections, provisions, sentences, clauses, phrases, or parts are held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

SECTION 4: That all ordinances or parts of ordinances in conflict are hereby repealed to the extent of any such conflict.

SECTION 5: This Ordinance shall be in full force and effective May 24, 2016 after its passage, approval, and publication in pamphlet form as provided by law.

PASSED: This 24th day of May, 2016
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 24th day of May, 2016.

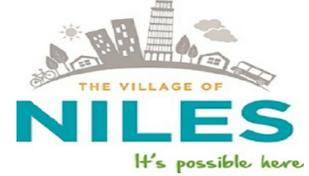
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Approval of Minutes - April 26, 2016 FY2017 Budget Hearing

Meeting Date 5/24/2016

Item Number 1

Requested by Marlene Victorine, Village Clerk

Action Requested

Prepared by Marlene Victorine, Village Clerk

Assigned to:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Minutes	April 26, 2016 FY2017 Budget Hearing Unapproved Minutes

MOTION

I move for Board approval of the minutes of the April 26, 2016 FY2017 Budget Meeting.

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

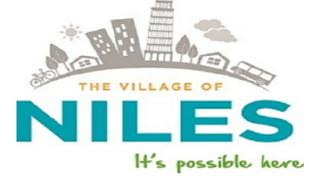
ORG# Total Amount for Approval \$

ACCT# Budget Amount \$

Variance \$



BOARD AGENDA ITEM EXPLANATION FORM



Approval of Minutes - April 26, 2016 Regular Meeting

Meeting Date 5/24/2016

Item Number **2**

Requested by Marlene Victorine, Village Clerk

Action Requested

Prepared by Marlene Victorine, Village Clerk

Assigned to:

MOTION

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

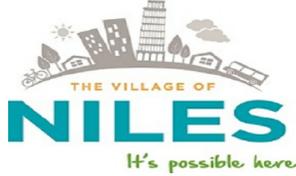
ORG#

Total Amount for Approval \$

ACCT#

Budget Amount \$

Variance \$



BOARD AGENDA ITEM EXPLANATION FORM



Approval of Minutes - May 10, 2016 Informal Consideration

Meeting Date 5/24/2016

Item Number 3

Requested by Marlene Victorine, Village Clerk

Action Requested

Prepared by Cathy Spadoni, Deputy Village Clerk

Assigned to:

ATTACHMENTS:

Type	Description
Minutes	2016-05-10 I.C. Unapproved Minutes

MOTION

Empty box for motion text

REASON FOR REQUEST / BACKGROUND

Empty box for reason for request / background text

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

ORG#

Total Amount for Approval \$

ACCT#

Budget Amount \$

Variance \$



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Amending Chapter 2 Administration, Article V. Board, Committees and Commissions, Division 3
Community Relations Commission

Meeting Date 5/24/2016

Item Number 4

Requested by Community Relations Commission

Action Requested ORDINANCE

Prepared by Legal Department

Assigned to:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance

MOTION

I move for Board approval of an Ordinance amending Chapter 2 Administration, Article V. Board, Committees and Commissions, Division 3 Community Relations Commission, Section 2-311 Commission created, membership, term; Section 2-312 Officers, meetings and procedures; and deleting Section 2-318 Fair housing subcommittee.

REASON FOR REQUEST / BACKGROUND

These ordinance amendments are housekeeping in nature to allow the ordinance to conform with standard practice.

Will this action involve an expenditure of funds? No

If yes, is this a budgeted item?

ORG# <input type="checkbox"/>	Total Amount for Approval <input type="checkbox"/>
ACCT# <input type="checkbox"/>	Budget Amount <input type="checkbox"/>
	Variance <input type="checkbox"/>

ORDINANCE 2016-

ORDINANCE AMENDING CHAPTER 2 ADMINISTRATION, ARTICLE V. BOARDS, COMMITTEES, AND COMMISSIONS, DIVISION 3 COMMUNITY RELATIONS COMMISSION TO THE NILES CODE OF ORDINANCES, VILLAGE OF NILES

NOW, THEREFORE, BE IT ORDAINED, by the President and the Board of Trustees of the Village of Niles, Cook County, Illinois, as follows:

SECTION 1: Chapter 2 Administration, Article V. Boards, Committees, and Commissions, Division 3 Community Relations Commission of the Niles Code of Ordinances shall be amended as follows:

CHAPTER 2 ADMINISTRATION

* * *

ARTICLE V BOARDS, COMMITTEES AND COMMISSIONS

* * *

DIVISION 3 COMMUNITY RELATIONS COMMISSION

Sec. 2-311. Commission created, membership, term.

(a) There is hereby established and created a Community Relations Commission for the village. The commission shall be composed of five members who shall be residents of the village and who shall reflect, so far as possible, the various neighborhoods, ethnic and racial groups, and various business interests of the village, and whose training, interests, background and experience will aid the commission in its work. ~~The Village Manager, the Director of Human Services and the Chief of Police or their designated representatives shall serve the commission as ex officio members.~~ One Village Trustee shall be appointed by the Village President with the advice and consent of the Board of Trustees who shall also serve the commission as an ex officio member.

(b) The Village President, by and with the consent of the Board of Trustees, shall appoint or reappoint all citizen members or shall fill vacancies in membership of the commission, as may be required from time to time. All appointees shall hold their office for the term of one year and thereafter until their successors shall have been duly appointed and qualified. If a commission member is not present for three consecutive regular meetings, or four regular meetings in any one calendar year, the Village President may terminate the appointment by written notice given to the terminated member and to the Village Clerk.

Sec. 2-312. Officers, meetings and procedures.

(a) The Village President, by and with the consent of the Board of Trustees, shall appoint a chairperson of the commission from its members, who shall serve for a term of one year, or until his successor shall be appointed and shall qualify.

(b) The commission may elect from its members a Secretary and such other officers as may be necessary and shall adopt such rules of order concerning meetings, public hearings and rules of procedure, as to them shall seem advisable.

(c) Regular meetings of the commission shall be held at least one time during each calendar quarter, the dates and times of which shall be decided by the commission. Special meetings may be called by the chairperson at the chair's initiative, or upon the written request of three members of the commission. The commission may meet from time to time to work on projects or problems of commission concern and the commission members may also meet in subcommittees as the needs of the commission shall warrant. ~~No business of the full commission shall be acted upon nor recommendations formulated for action of the Board of Trustees, unless a quorum, which shall be defined as five appointed citizen commission members, is present.~~

~~(d) — All meetings of the commission shall be open to the public except conciliation of complaints of discrimination under 65 ILCS 5/11-11.1-1. Each citizen member of the commission shall have one vote and the chairperson shall have the right to vote on all matters coming before the commission. No ex officio members of the commission shall have the right to vote; however, all ex officio members shall have the right to participate in all commission meetings and activities and to speak on any issue coming before the commission for consideration.~~

* * *

~~Sec. 2-318. Fair housing subcommittee.~~

~~The Community Relations Commission shall act as the fair housing commission of the village. The commission shall select from among the five voting resident commissioners, three members who shall be designated the fair housing subcommittee of the Community Relations Commission. The commission chairperson shall select from among the three subcommittee members, one person to serve as chairperson and one subcommittee member who shall be designated as Secretary. The fair housing subcommittee shall meet upon call of its chairperson to review any complaints or to review relevant matters with regard to enforcement of the village's fair housing ordinance. Those village officials who are ex officio members of the commission shall also be ex officio members of the fair housing subcommittee and shall be authorized to attend all meetings to participate in investigations and other committee activities; however, the ex officio members shall not vote on any matters or issues coming before the subcommittee for resolution. The fair housing subcommittee shall be an advisory body to the Community Relations Commission~~

~~and all recommendations of the commission shall be forwarded to the Village Board of Trustees for final approval and implementation.~~

SECTION 2: That this Ordinance be in full force and effective after its passage, approval and publication as provided by law.

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

PASSED: This 24th day of May, 2016

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED by me this 24th day of May, 2016.

President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Appointing President Przybylo as a Director and Trustee Jekot and Village Manager Vinezeano as Alternate Directors to the Northwest Municipal Conference (NWMC)

Meeting Date 5/24/2016

Item Number 5

Requested by President Przybylo

Action Requested

Prepared by Cathy Spadoni, Deputy Village Clerk

Assigned to:

ATTACHMENTS:

Type	Description
Resolution	Resolution - NWMC Appointments

MOTION

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

ORG# Total Amount for Approval \$

ACCT# Budget Amount \$

Variance \$

RESOLUTION 2016-

RESOLUTION APPOINTING A DIRECTOR AND ALTERNATE DIRECTORS TO THE NORTHWEST MUNICIPAL CONFERENCE (NWMC)

BE IT RESOLVED, by the President and Board of Trustees of the Village of Niles, Cook County, as follows:

SECTION 1: The Village of Niles is a member of the Northwest Municipal Conference ("the Conference") and, pursuant to the Conference Agreement establishing the Conference, is entitled to appoint a Director and one or more Alternate Directors to the Board of Directors of the Conference.

SECTION 2: The President and Board of Trustees appoint President Andrew Przybylo as the Village's Director on the Board of Directors of the Conference and appoint Trustee John C. Jekot and Village Manager Steven C. Vinezeano as its Alternate Directors, in each case for a term expiring April 30, 2017, or until his or her successors are appointed.

SECTION 3: This Resolution shall be in full force and effect upon passage and approval.

PASSED: This 24th day of May, 2016

AYES:

NAYS:

ABSENT:

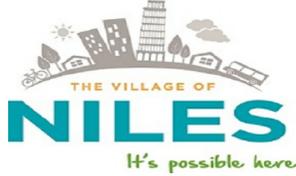
ABSTAIN:

APPROVED by me this 24th day of May, 2016.

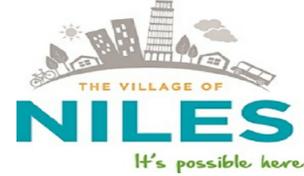
President, Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Appointing President Przybylo as a Director and Trustee Jekot and Village Manager Vinezeano as Alternate Directors to the Solid Waste Agency of Northern Cook County (SWANCC)

Meeting Date 5/24/2016

Item Number 6

Requested by President Przybylo

Action Requested

Prepared by Cathy Spadoni, Deputy Village Clerk

Assigned to:

ATTACHMENTS:

Type	Description
Resolution	Resolution - SWANCC Appointments

MOTION

[Empty box for motion text]

REASON FOR REQUEST / BACKGROUND

[Empty box for reason for request / background text]

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

ORG#

Total Amount for Approval \$

ACCT#

Budget Amount \$

Variance \$

RESOLUTION 2016-

RESOLUTION APPOINTING A DIRECTOR AND ALTERNATE DIRECTORS TO THE SOLID WASTE AGENCY OF NORTHERN COOK COUNTY (SWANCC)

BE IT RESOLVED, by the President and Board of Trustees of the Village of Niles, Cook County, as follows:

SECTION 1: The Village of Niles is a member of the Solid Waste Agency of Northern Cook County ("the Agency") and, pursuant to the Agency Agreement establishing the Agency, is entitled to appoint a Director and one or more Alternate Directors to the Board of Directors of the Agency.

SECTION 2: The President and Board of Trustees appoint President Andrew Przybylo as the Village's Director on the Board of Directors of the Agency and appoint Trustee John C. Jekot and Village Manager Steven C. Vinezeano as its Alternate Directors, in each case for a term expiring April 30, 2017, or until his or her successors are appointed.

SECTION 3: This Resolution shall be in full force and effect upon passage and approval.

PASSED: This 24th day of May, 2016

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED by me this 24th day of May, 2016.

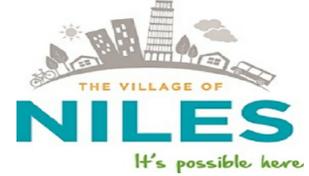
President, Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Appointing Fire Chief Borkowski as a Director and Village Manager Vinezeano as an Alternate Director to the Northeastern Illinois Public Safety Training Academy (NIPSTA)

Meeting Date 5/24/2016

Item Number 7

Requested by President Przybylo

Action Requested

Prepared by Cathy Spadoni, Deputy Village Clerk

Assigned to:

ATTACHMENTS:

Type	Description
Resolution	Resolution - NIPSTA Appointments

MOTION

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

ORG#

Total Amount for Approval \$

ACCT#

Budget Amount \$

Variance \$

RESOLUTION 2016-

RESOLUTION APPOINTING A DIRECTOR AND ALTERNATE DIRECTOR TO THE NORTHEASTERN ILLINOIS PUBLIC SAFETY TRAINING ACADEMY (NIPSTA)

BE IT RESOLVED, by the President and Board of Trustees of the Village of Niles, Cook County, as follows:

SECTION 1: The Village of Niles is a member of the Northeastern Illinois Public Safety Training Academy (NIPSTA) and, pursuant to the Agreement establishing the Academy, is entitled to appoint a Director and Alternate Directors to the Board of Directors of the Academy.

SECTION 2: The President and Board of Trustees appoint Fire Chief Steve Borkowski as the Village's Director on the Board of Directors of the Academy and Village Manager Steven C. Vinezeano as its Alternate Director, in each case for a term expiring April 30, 2017, or until his or her successors are appointed.

SECTION 3: This Resolution shall be in full force and effect upon passage and approval.

PASSED: This 24th day of May, 2016

AYES:

NAYS:

ABSENT:

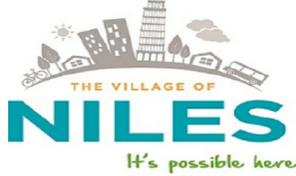
ABSTAIN:

APPROVED by me this 24th day of May, 2016.

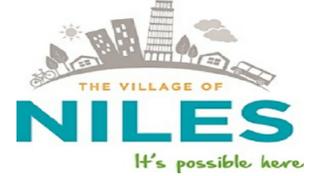
President, Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Appointing Trustee Strzelecki as a Director to the Regional Emergency Dispatch Center (R.E.D. Center)

Meeting Date 5/24/2016

Item Number 8

Requested by President Przybylo

Action Requested

Prepared by Cathy Spadoni, Deputy Village Clerk

Assigned to:

ATTACHMENTS:

Type	Description
Resolution	Resolution - R.E.D. Center Appointment

MOTION

[Empty box for motion text]

REASON FOR REQUEST / BACKGROUND

[Empty box for reason for request / background text]

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

ORG#

Total Amount for Approval \$

ACCT#

Budget Amount \$

Variance \$

RESOLUTION 2016-

RESOLUTION APPOINTING A DIRECTOR TO THE REGIONAL EMERGENCY DISPATCH CENTER (R.E.D. CENTER)

BE IT RESOLVED, by the President and Board of Trustees of the Village of Niles, Cook County, as follows:

SECTION 1: The Village of Niles is a member of the Regional Emergency Dispatch Center (R.E.D. Center) and, pursuant to the Joint Public Safety Communications Systems Agreement, is entitled to appoint a Director to the Board of Directors of the R.E.D. Center.

SECTION 2: The President and Board of Trustees appoint Trustee Dean Strzelecki as the Village's Director for a term expiring April 30, 2017, or until his or her successor is appointed.

SECTION 3: This Resolution shall be in full force and effect upon passage and approval.

PASSED: This 24th day of May, 2016

AYES:

NAYS:

ABSENT:

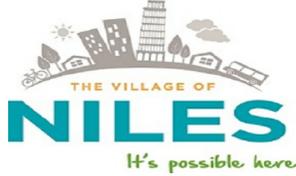
ABSTAIN:

APPROVED by me this 24th day of May, 2016.

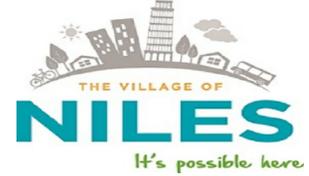
President, Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Authorizing the Sale and/or Disposal of Personal Property (Miscellaneous Equipment) Owned by the Village of Niles

Meeting Date 5/24/2016 Item Number 9
Requested Katharine N Darr, Records Management Action RESOLUTION
by Coordinator Requested
Prepared by Legal Department Assigned to:

ATTACHMENTS:

Table with 2 columns: Type, Description. Rows include Resolution, Exhibit, and Department Memo.

MOTION

I move for Board approval of a Resolution authorizing the sale and/or disposal of personal property owned by the Village of Niles which includes a garbage can, several chairs, IT equipment and Fitness Center equipment.

REASON FOR REQUEST / BACKGROUND

[Empty box for Reason for Request / Background]

Will this action involve an expenditure of funds? [No]

If yes, is this a budgeted item? []

ORG# [] Total Amount for Approval []

ACCT# [] Budget Amount []

Variance []

RESOLUTION 2016-

RESOLUTION AUTHORIZING THE SALE AND/OR DISPOSAL OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF NILES

WHEREAS, it is no longer necessary or useful to or for the best interests of the Village of Niles to retain ownership of the personal property hereinafter described.

NOW, THEREFORE, BE IT RESOLVED, by the President and the Board of Trustees of the Village of Niles, Cook County, Illinois, as follows:

SECTION 1: Pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the President and the Board of Trustees of the Village of Niles find that the following described personal property now owned by the Village of Niles and described herein is no longer necessary or useful to the Village of Niles, and the best interests of the Village of Niles will be serviced by its sale and/or disposal and is described on the attached Exhibit A.

SECTION 2: Pursuant to said Section 11-76-4, the Finance Director as custodian of said asset is hereby authorized and directed to sell and/or dispose of the aforementioned personal property now owned by the Village of Niles.

SECTION 3: The Finance Director is hereby authorized and may direct the Purchasing Agent to sell and/or dispose aforesaid personal property due to the fact that personal property is no longer needed.

SECTION 4: This resolution shall be in full force and effect from and after its passage, by vote of at least three-fourths of the corporate authorities, and approval in the manner provided by law.

PASSED: This 24th day of May, 2016

YEAS:

NAYS:

ABSENT:

ABSTAIN:

APPROVED by me this 24th day of May, 2016.

President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk

Village Hall Chairs and Garbage Can - For Sale - Need Approval

Asset Tag #	Description	Manufacturer	Model #	Serial #	Power Point Slide #	Photo #	Condition	Estimated Value*	Location
7764	3 Opening Waste Container	Krueger Int.	RST363616-WCPHMT 36X16X36		1	2412-2413	Good	\$5.00	Village Hall Lunch Room
8174	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2431	Good	\$5.00	Finance/CD Conference Room
8202	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2431	Good	\$5.00	
8225	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2431	Good	\$5.00	
8202	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2431	Good	\$5.00	Finance/CD Conference Room
8215	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2431	Good	\$5.00	Finance/CD Conference Room
8166	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2431	Good	\$5.00	Finance/CD Conference Room
8180	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2431	Good	\$5.00	Finance/CD Conference Room
12543	Desk Chair	HON Company		MZ93GB	2		Good	\$5.00	

8212	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2431	Good	\$5.00	Finance/CD Conference Room
8209	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2431	Good	\$5.00	Finance/CD Conference Room
8165	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2431	Good	\$5.00	Finance/CD Conference Room
8204	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2431	Good	\$5.00	Finance/CD Conference Room
8195	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2421-2427	Good	\$5.00	Upstairs Middle Conference Room
8223	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2425-2428	Good	\$5.00	EOC
8211	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2425-2428	Good	\$5.00	EOC
8226	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2425-2428	Good	\$5.00	EOC
8184	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2421-2425	Good	\$5.00	Upstairs Middle Conference Room
8188	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2421-2425	Good	\$5.00	Upstairs Middle Conference Room
8199	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2421-2426	Good	\$5.00	Upstairs Middle Conference Room

8222	Mid Back Swivel Tilt Chair (Garnet Color)	Harter Group	H86A10 8600T Series		2	2431	Good	\$0.00	
11237	Task Chair-Striped (Green, Red & Purple)	Harter Group	G88148 Anthro		2	11279	Poor	\$0.00	Fitness Offices
8090	Posture Task Chair (Blue Color)	Harter Group	G88G48AAUB Anthro 2		2		Poor	\$0.00	IT Department
11291	Task Chair-Striped (Green, Red & Purple)	Harter Group	G88148 Anthro		3	11291	Poor	\$0.00	Fitness Offices
11264	Task Chair (Red Color)	Harter Group	G88148 Anthro		3	11264	Poor	\$0.00	Fitness Offices
11279	Task Chair-Striped (Green, Red & Purple)	Harter Group	G88148 Anthro		3	11279	Poor	\$0.00	Fitness Offices
11108	Task Chair-Striped (Green, Red & Purple)	Harter Group	G88148 Anthro		3	11279	Poor	\$0.00	Senior Center
11081	Task Chair-Striped (Green, Red & Purple)	Harter Group	G88148 Anthro		3	11279	Poor	\$0.00	Senior Center
11512	Task Chair-Striped (Green, Red & Purple)	Harter Group	G88148 Anthro		3	11279	Poor	\$0.00	Senior Center
11562	Task Chair-Striped (Green, Red & Purple)	Harter Group	G88148 Anthro		3	11279	Poor	\$0.00	Senior Center
11112	Task Chair-Striped (Green, Red & Purple)	Harter Group	G88148 Anthro		3	11279	Poor	\$0.00	Senior Center
11107	Task Chair-Striped (Green, Red & Purple)	Harter Group	G88148 Anthro		3	11279	Poor	\$0.00	Senior Center
11108	Task Chair-Striped (Green, Red & Purple)	Harter Group	G88148 Anthro		3	11279	Poor	\$0.00	Senior Center
11045	Blue Chair				3		Poor	\$0.00	Senior Center
11557	Task Chair-Striped (Green, Red & Purple)	Harter Group	G88148 Anthro		3	11279	Poor	\$0.00	Senior Center
409	Spinning bike	Schwinn	Elite 1060T29431		4			\$50.00	Fitness Center
NA	Spinning bike	Schwinn	Spinner 2051T18911		4			\$50.00	Fitness Center
NA	Spinning bike	Schwinn	Spinner 309T49550		4			\$50.00	Fitness Center

408	Spinning bike	Schwinn	IC Pro 0152T05751		4			\$50.00	Fitness Center
8984	Rower	Concept 2	NA		5			\$50.00	Fitness Center
NA	Elliptical	Lifefitness	9500 HR		6			\$50.00	Fitness Center
NA	Elliptical	True	TS1	07-178922	6			\$50.00	Fitness Center
13797	Elliptical	Lifefitness	93X	NA	7			\$50.00	Fitness Center
14467	Stairmachine	Stairmaster	7000PT	NA	8			\$50.00	Fitness Center
14693	Elliptical	True	TS1	07-178923	9			\$50.00	Fitness Center
NA	Elliptical	Lifefitness	9500 HR	NA	9			\$50.00	Fitness Center
13845	Elliptical	Precor	EFX 546i	x8c02rr060	10			\$50.00	Fitness Center
13846	Elliptical	Precor	EFX 546i	x8c02rr059	10			\$50.00	Fitness Center
NA	Elliptical	Precor	C846i	AA33E0905 0023	11			\$50.00	Fitness Center
14525	Elliptical	Precor	C846i	AA33E0905 0024	11			\$50.00	Fitness Center
12639	Treadmill	Precor	C966	LKK12P0024	12			\$50.00	Fitness Center
13402	Treadmill	Precor	C967	LKH21Q000 4	13			\$50.00	Fitness Center
NA	Mats (3) 6'x12'	Crown	NA	NA	14			\$30.00	Fitness Center
NA	Mats (1) 4'x6'	Crown	NA	NA	14			\$5.00	Fitness Center
	Modem	Netgear	Sportster	1434585300 B34	15		not operational	\$0.00	OMG
	Modem	US Robotics	Sportster	0002680540 84	15		not operational	\$0.00	OMG
	Modem	US Robotics	Sportster	0002680545 183408	15		not operational	\$0.00	OMG
	Modem	US Robotics	Sportster	223128B8K C21Q	15		not operational	\$0.00	OMG
	Modem	US Robotics	Sportster	24LGG9PB 06WJ	15		not operational	\$0.00	OMG
	Modem	US Robotics	Sportster	24LGG9SB O3TC	15		not operational	\$0.00	OMG
6626	Network - Switch	EAZY	Server Switch	9512126838	15		not operational	\$0.00	OMG
7546	Network Equipment	ADTRAN	TSU 100	643A5354	15		not operational	\$0.00	OMG
7542	Network Equipment	ADTRAN	TSU 100	643A5347	15		not operational	\$0.00	OMG

7545	Network Equipment	ADTRAN	TSU 100	643A5392	15		not operational	\$0.00	OMG
6128	Terminal Server	IBM	3151	88-GLNG4	15		not operational, stripped, HD removed	\$0.00	OMG
8387	UPS	APC	Smart-Up	WS9823115 731	15		broken	\$0.00	OMG
None	Camera	Panasonic	WVPS11A	4XP00664	15		broken	\$0.00	OMG
5676	Network Equipment	IBM	4033-002	11-08027	15		not operational	\$0.00	OMG
5666	Network Equipment	IBM	4033-002	11-01896	15		not operational	\$0.00	OMG
6143	Network Equipment	IBM	4033-002	11-10769	15		not operational	\$0.00	OMG
None	Network - Ethernet Hub	Lexmark	MarkNet XLE	1151593	15		not operational	\$0.00	OMG
6130	Network - Switch	IBM	16 Port Box	1049572	15		not operational	\$0.00	OMG
6129	Network - Switch	IBM	16 Port Box	1054021	15		not operational	\$0.00	OMG
None	PC	Goldinco		2313	15		not operational, stripped, HD removed	\$0.00	OMG
None	Network - Ethernet Hub	SMC	Ether EZHUB	T171800617	15		not operational	\$0.00	OMG
None	Network - Router	Cisco	2800	FHK0848F1 FT	15		not operational	\$0.00	OMG
8556	Monitor	OptiQuest	Q71	5G7390463 9	15		broken	\$0.00	OMG
12104	PC	Goldinco		2132	15		not operational, stripped, HD removed	\$0.00	OMG
None	Printer	Lexmark	Z53	0332047484 3	15		broken	\$0.00	OMG
None	Fax / Modem 56k	Hayes	Accura 336	A0045914W 165	15		not operational	\$0.00	OMG
None	Fax / Modem 56k	Hayes	Accura 336	A06447033 446	15		not operational	\$0.00	OMG
007-0037	Monitor	Viewsonic	VA712B	PPJ061653 327	15		broken	\$0.00	OMG
006-0017	Monitor	Viewsonic	VA712B	PPJ054000 572	15		broken	\$0.00	OMG
12779	Monitor		VG171	A0T023610 170	15		broken	\$0.00	OMG

9141	Network - Switch	Nextel Networks	BayStack	KEX0017030	15		not operational	\$0.00	OMG
None	Printer	HP	6940	MY65H7R0K5	15		broken	\$0.00	OMG
None	Printer	HP	6940	MY65H7R0RJ	15		broken	\$0.00	OMG
None	PC	Dell	Optiplex GX620	PC-GX62RF	15		not operational, stripped, HD removed	\$0.00	OMG
12998	PC	Goldinco	MiniTower	2235	15		not operational, stripped, HD removed	\$0.00	OMG
8603	Monitor	OptiQuest	Q71	5G74725593	15		broken	\$0.00	OMG
9023	Monitor	OptiQuest	Q71	8G90503388	15		broken	\$0.00	OMG
	Wireless Access Point	Netgear	WG602	1K027357003F6	15		Heavily used/Unserviceable	\$0.00	OMG
	Wireless Access Point	Netgear	WG602	1K027356003F5	15		Heavily used/Unserviceable	\$0.00	OMG
	Wireless Access Point	Netgear	WG602	1434585C00B2F	15		Heavily used/Unserviceable	\$0.00	OMG
	Wireless Access Point	Netgear	WG602	1434585V00B11	15		Heavily used/Unserviceable	\$0.00	OMG
	Wireless Access Point	Netgear	WG602	1434585100AEF	15		Heavily used/Unserviceable	\$0.00	OMG
	Wireless Access Point	Netgear	WG602	1K02715R004BA	15		Heavily used/Unserviceable	\$0.00	OMG
	Wireless Access Point	Netgear	WG602	1434565U01966	15		Heavily used/Unserviceable	\$0.00	OMG
	Wireless Access Point	Netgear	WG602	1434585000B15	15		Heavily used/Unserviceable	\$0.00	OMG
	Wireless Access Point	Netgear	WG602	1434585200B33	15		Heavily used/Unserviceable	\$0.00	OMG
	Wireless Access Point	Netgear	WG602	1K02735A003F9	15		Heavily used/Unserviceable	\$0.00	OMG

	Wireless Access Point	Netgear	WG602	1K02735B0 03FA	15		Heavily used/Unserviceable	\$0.00	OMG
359	Monitor	Viewsonic	VA712B	PPJ0616545 03	15		broken	\$0.00	OMG
	Monitor	Viewsonic	VA712B	PPJ062253 901	15		broken	\$0.00	OMG
	Monitor	Viewsonic	VG2030WM	QCC082180 814	15		broken	\$0.00	OMG
8853	Monitor	Viewsonic	Q71	8G8340201 3	15		broken	\$0.00	OMG
13588	Printer	Ithaca	93PL	HP0023747 37	15		broken	\$0.00	OMG
223	PC	Goldinco	Register	2320	15		not operational, stripped, HD removed	\$0.00	OMG
224	PC	Goldinco	Register	2321	15		not operational, stripped, HD removed	\$0.00	OMG
196	PC	Goldinco	ATXP4	2319	15		not operational, stripped, HD removed	\$0.00	OMG
12667	PC	Goldinco	Full Tower	2205	15		not operational, stripped, HD removed	\$0.00	OMG
1454	PC	Goldinco	Z68Ma-D2H-B3	2525	15		not operational, stripped, HD removed	\$0.00	OMG
1256	PC	Goldinco	H55M	2462	15		not operational, stripped, HD removed	\$0.00	OMG
12837	Printer	HP	6127	MY2BE2C0 SY	15		broken	\$0.00	OMG
13689	Printer	HP	6127	MY37F3B0 VS	15		broken	\$0.00	OMG
11921	UPS	APC	Backup Pro 1400	QB0029320 941	15		broken	\$0.00	OMG
12641	Keyboard	Preh	Commander PC-POS	5553	15		broken	\$0.00	OMG

12644	Keyboard	Preh	Commander PC-POS	5581	15		broken	\$0.00	OMG
9700	Printer	HP	970Cxi	MY05D140 M2	15		broken	\$0.00	OMG
9702	Printer	HP	970Cxi	MY05D140 M5	15		broken	\$0.00	OMG
	Monitor	Viewsonic	VA712B	PPJ062253 906	15		broken	\$0.00	OMG
	Monitor	Viewsonic	VA712B	PPJ054000 585	15		broken	\$0.00	OMG
	Monitor	Viewsonic	VA712B	PPJ062253 918	15		broken	\$0.00	OMG
	Monitor	Viewsonic	VG700B	A1K042451 254	15		broken	\$0.00	OMG
	Monitor	Viewsonic	VS12841	RKB104900 930	15		broken	\$0.00	OMG
	Monitor	NEC MultiSynet	CC1920NX	3400833QA R	15		broken	\$0.00	OMG
13995	Printer	HP	HP DeskJet 6127	MY4573B17 4	15		broken	\$0.00	OMG
12834	Printer	HP	HP DeskJet 6127	MY2BE2C0 90	15		broken	\$0.00	OMG
8977	Printer	HP	HP DeskJet 890C	SG88M1G1 1B	15		broken	\$0.00	OMG
7578	Printer	HP	HP DeskJet 870CSE	SG6C9161 WM	15		broken	\$0.00	OMG
8799	Printer	ITHACA	Receipt Printer	HP0020057 16	15		broken	\$0.00	OMG
991	Scanner	Cannon		DD309796	15		broken	\$0.00	OMG
9375	Projector	Sony	Projector	15251	15		broken	\$0.00	OMG
	Radio Console	Motorola Syntor	T99KE	483HQQ012 4	15		broken	\$0.00	OMG
7652	UPS	APC	1400		15		broken	\$0.00	OMG
	Keyboard	Preh	Commander PC-POS	KBD37	15		broken	\$0.00	OMG
	Keyboard	Preh	Commander PC-POS	9913120	15		broken	\$0.00	OMG
	Keyboard	Preh	Commander PC-POS	9810475	15		broken	\$0.00	OMG

6090	Keyboard	Preh	Commander PC-POS	KBD137-152-27192	15		broken	\$0.00	OMG
359	Monitor	Viewsonic	ViewSonic VA712B Monitor	PPJ061654503	15		broken	\$0.00	OMG
	Monitor	Viewsonic	ViewSonic VA712B Monitor	PPJ062253901	15		broken	\$0.00	OMG
	Monitor	Viewsonic	ViewSonic VG2030WM Monitor	QCC082180814	15		broken	\$0.00	OMG
8853	Monitor	Viewsonic	ViewSonic Q71 Monitor	8G83402013	15		broken	\$0.00	OMG
13588	Receipt Printer	Ithaca	Receipt Printer Ithaca	HP002374737	15		broken	\$0.00	OMG
223	PC	Goldinco	PC Register Goldinco	2320	15		not operational, stripped, HD removed	\$0.00	OMG
224	PC	Goldinco	PC Register Goldinco	2321	15		not operational, stripped, HD removed	\$0.00	OMG
196	PC	Goldinco	PC Register Goldinco	2319	15		not operational, stripped, HD removed	\$0.00	OMG
12667	PC	Goldinco	Full Tower PC Goldinco	2205	15		not operational, stripped, HD removed	\$0.00	OMG
1454	PC	Goldinco	MiniTower	2525	15		not operational, stripped, HD removed	\$0.00	OMG
1256	PC	Goldinco	MiniTower	2462	15		not operational, stripped, HD removed	\$0.00	OMG
12837	Printer	HP	HP DeskJet 6127	MY2BE2C0SY	15		broken	\$0.00	OMG
13689	Printer	HP	HP DeskJet 6127	MY37F3B0VS	15		broken	\$0.00	OMG
11921	UPS	APC	UPS Backup Pro 1400	QB0029320941	15		broken	\$0.00	OMG

12641	Keyboard	Preh	Commander PC-POS C1A04M3 Keyboard	5553	15		broken	\$0.00	OMG
12644	Keyboard	Preh	Commander PC-POS C1A04M3 Keyboard	5581	15		broken	\$0.00	OMG
9700	Printer	HP	970CXI Printer	MY05D140 M2	15		broken	\$0.00	OMG
9702	Printer	HP	970CXI Printer	MY05D140 M5	15		broken	\$0.00	OMG
00115	PC	Goldinco	MiniTower	2307	15		not operational, stripped, HD removed	\$0.00	OMG
00208	PC	Goldinco	MiniTower	2333	15		not operational, stripped, HD removed	\$0.00	OMG
0942	PC	Goldinco	MiniTower	2416	15		not operational, stripped, HD removed	\$0.00	OMG
1314	PC	Goldinco	MiniTower	2478	15		not operational, stripped, HD removed	\$0.00	OMG
1224	PC	Goldinco	MiniTower	2422	15		not operational, stripped, HD removed	\$0.00	OMG
1370	PC	Goldinco	MiniTower	2487	15		not operational, stripped, HD removed	\$0.00	OMG
198	PC	Goldinco	MiniTower	2323	15		not operational, stripped, HD removed	\$0.00	OMG
	Scanner			8.603E+09	15		broken	\$0.00	OMG
1217	Scanner	Metrologic	Metrologic Bluetooth Scanner	5.51E+09	15		broken	\$0.00	OMG
	Webcam	Logitech	Logitech V-UAX16 Webcam	LZ611BB	15		broken	\$0.00	OMG

12253	Keyboard	Preh	Commander PC-POS	003014	15		broken	\$0.00	OMG
12642	Keyboard	Preh	Commander PC-POS	005566	15		broken	\$0.00	OMG
12643	Keyboard	Preh	Commander PC-POS	005567	15		broken	\$0.00	OMG
8798	Printer	Ithaca	Ithaca 90 Series	HP0020057 22	15		broken	\$0.00	OMG
8800	Printer	Ithaca	Ithaca 90 Plus Series	HP0020057 21	15		broken	\$0.00	OMG
	Printer	Ithaca	Ithaca 90 Series	HC0019208 45	15		broken	\$0.00	OMG
12736	Monitor	Viewsonic	ViewSonic Monitor VG171	AOT022910 482	15		broken	\$0.00	OMG
1449	PC	Goldinco	MiniTower	2521	15		not operational, stripped, HD removed	\$0.00	OMG
1450	PC	Goldinco	MiniTower	2520	15		not operational, stripped, HD removed	\$0.00	OMG
00385	PC	Goldinco	MiniTower	2343	15		not operational, stripped, HD removed	\$0.00	OMG
	Cash Drawer			2276668	15		Heavily used/Unserviceable	\$0.00	OMG
	Cash Drawer			2276671	15		Heavily used/Unserviceable	\$0.00	OMG
	Radio Console	Nextel	Box w/ Nextel Radios		15		Heavily used/Unserviceable	\$0.00	OMG
	Network Equipment	Cisco	ACR BR340 Series (WLAN Aps)	SEK051649 97	15		Heavily used/Unserviceable	\$0.00	OMG
	Network Equipment	Cisco	ACR BR340 Series (WLAN Aps)	SEK051602 E1	15		Heavily used/Unserviceable	\$0.00	OMG
	Network Equipment	Cisco	ACR BR340 Series (WLAN Aps)	SEK050708 BF	15		Heavily used/Unserviceable	\$0.00	OMG
	Network Equipment		2.4GHZ Ethernet Wireless Bridge	NJ0100483 3	15		Heavily used/Unserviceable	\$0.00	OMG

	Network Equipment		2W Channel Service Unit 1501 AST		15		Heavily used/Unserviceable	\$0.00	OMG
	Wireless Access Point	Netgear	WG602	1K02735C003FB	15		Heavily used/Unserviceable	\$0.00	OMG
	Network Equipment		5400 Mbps WP		15		Heavily used/Unserviceable	\$0.00	OMG
	Network Equipment	Motorola	Antenna	N/A	15		Heavily used/Unserviceable	\$0.00	OMG
	Network Equipment	Motorola	5210BH20 5700 Model	606CENB848	15		Heavily used/Unserviceable	\$0.00	OMG
	Network Equipment	Motorola	5210BH20 5700 Model	6065GE6219	15		Heavily used/Unserviceable	\$0.00	OMG
	Network - Ethernet Hub	SMC	3608TC Hub	T162000244	15		Heavily used/Unserviceable	\$0.00	OMG
	Network - Ethernet Hub	SMC	3608TC Hub	T161500453	15		Heavily used/Unserviceable	\$0.00	OMG
	Network - Ethernet Hub	SMC	3608TAC	t171501192	15		Heavily used/Unserviceable	\$0.00	OMG
	Network Equipment	Aironet	Bridge Series	NJ01004833	15		Heavily used/Unserviceable	\$0.00	OMG
	Modem	US Robotics	Sportster 14,400 Fax	0002B80200538361	15		broken	\$0.00	OMG
	Network - Ethernet Hub	DLink	DI-704 Hub	0L00B00517	15		Heavily used/Unserviceable	\$0.00	OMG
	Network - Ethernet Hub	DLink	DI-704 Hub	0L00A02815	15		Heavily used/Unserviceable	\$0.00	OMG
	Network - Ethernet Hub	DLink	DI-704 Hub	0L01C05767	15		Heavily used/Unserviceable	\$0.00	OMG
	Network - Ethernet Hub	DLink	DI-704 Hub	0L01291956	15		Heavily used/Unserviceable	\$0.00	OMG
	Network - Ethernet Hub	DLink	DI-704P Hub	0B01A00278	15		Heavily used/Unserviceable	\$0.00	OMG
	Network - Ethernet Hub	DLink	DS1008 Switch	AY28100185	15		Heavily used/Unserviceable	\$0.00	OMG
921	Server	Dell	PowerEdge 2950	5D75GG1	15		Heavily used/Unserviceable	\$200.00	OMG
	Server	Dell	PowerEdge 2950	35SY0G1	15		Heavily used/Unserviceable	\$200.00	OMG

	Server	Dell	PowerEdge 2950	5ZP17C1	15		Heavily used/Unserviceable	\$200.00	OMG
	Server	Dell	PowerEdge 2950	CNP17C1	15		Heavily used/Unserviceable	\$200.00	OMG
	Server	Dell	PowerEdge 2950	FMP17C1	15		Heavily used/Unserviceable	\$200.00	OMG
	Server	Dell	PowerEdge 2950	BYP17C1	15		Heavily used/Unserviceable	\$200.00	OMG
	Server	Dell	PowerEdge 2950	BQPKBC1	15		Heavily used/Unserviceable	\$200.00	OMG
	Wireless Router	Netgear	WG102	258A06B400394	15		Heavily used/Unserviceable	\$5.00	OMG
	Wireless Router	Netgear	WG102	258895BN001C7	15		Heavily used/Unserviceable	\$5.00	OMG
	Wireless Router	Netgear	WG102	258A11BJ001BF	15		Heavily used/Unserviceable	\$5.00	OMG
	Wireless Router	Netgear	WG102	258996BA000DC	15		Heavily used/Unserviceable	\$5.00	OMG
	Wireless Router	Netgear	WG102	258a06b00033c	15		Heavily used/Unserviceable	\$5.00	OMG
	Wireless Router	Netgear	WG102	258A0CBK00004	15		Heavily used/Unserviceable	\$5.00	OMG
	Wireless Router	Netgear	WG103	21B2135X00484	15		Heavily used/Unserviceable	\$5.00	OMG
	Wireless Router	Netgear	WG103	21B2135H003EE	15		Heavily used/Unserviceable	\$5.00	OMG
	Wireless Router	Netgear	WG103	21B2155M006B1	15		Heavily used/Unserviceable	\$5.00	OMG
	Wireless Router	Netgear	WG103	21B2155H0064B	15		Heavily used/Unserviceable	\$5.00	OMG
	Wireless Router	Netgear	WG103	21B2135K00441	15		Heavily used/Unserviceable	\$5.00	OMG
	Wireless Router	Netgear	WG103	E0469A385C38	15		Heavily used/Unserviceable	\$5.00	OMG
	Phone	Panasonic	VB-43220	2L000208	15		Heavily used/Unserviceable	\$0.00	OMG

	Phone	Panasonic	VB-43220	2L000080	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-43220	2L000044	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-43220	2L000045	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-43220	2L000209	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-43220	2L000205	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-43220	2L000043	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-43220	2K000190	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-42210	2L003039	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-42210	2L000264	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-42210	2L002686	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-42210	2L000083	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-42210	2L003038	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-42210	2L002686	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-42210	2L002830	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-42210	2L003053	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-42210	2L002687	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-42210	2L002825	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-42210	2L003055	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-42210	2L000210	15		Heavily used/Unserviceable	\$0.00	OMG

	Phone	Panasonic	VB-42210	2L002823	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-42210	2L003011	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-42210	2L003054	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-42210	2C001871	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-42210	2C001874	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-42210	2L003036	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-43223	3A000113	15		Heavily used/Unserviceable	\$0.00	OMG
	Phone	Panasonic	VB-43223	3A000112	15		Heavily used/Unserviceable	\$0.00	OMG
	Keyboard drawers	N/A	N/A	N/A	15			\$0.00	OMG

Total \$2,445.00

1 – 3 Opening Waste Container



2 – Chairs



3 – Chairs



4 – Spinning Bikes



5 – Rower



6 – Ellipticals



7 – Elliptical



8 – Stairmaster



9 – Elliptical



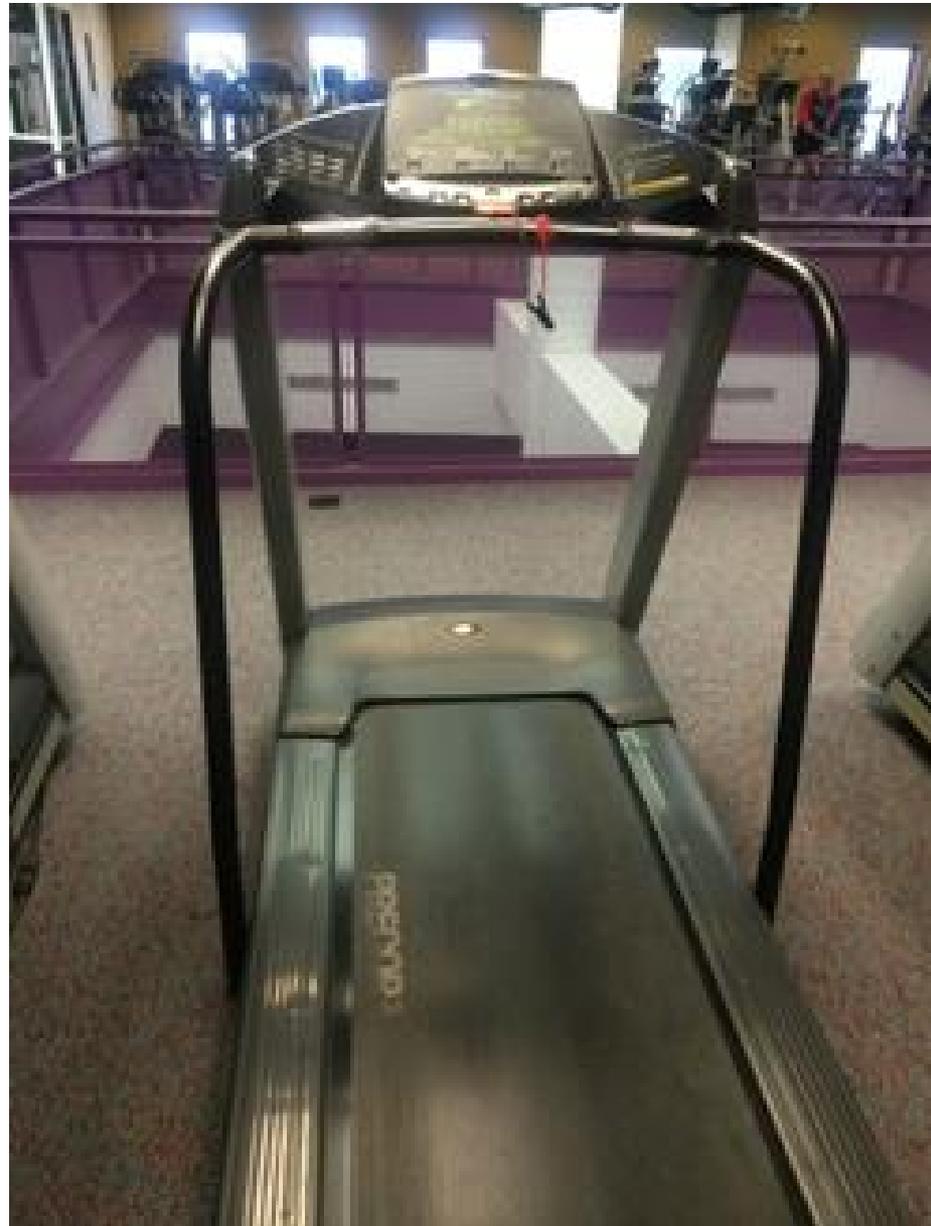
10 – Elliptical



11 – Elliptical



12 – Treadmill



13 – Treadmill

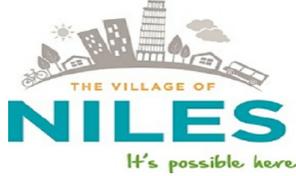


14 – Mats

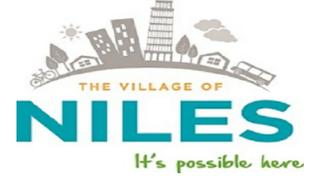


15 – IT Equipment





BOARD AGENDA ITEM EXPLANATION FORM



Resolution Supporting Two Applications for Illinois Transportation Enhancement Program Funding

Meeting Date 5/24/2016

Item Number 10

Requested by Mary Anderson, Director of Public Services

Action Requested RESOLUTION

Prepared by Bob Pilat, Admin. Asst.

Assigned to:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution

MOTION

I move for Board approval of a Resolution supporting two applications for funding under the Illinois Transportation Enhancement Program.

REASON FOR REQUEST / BACKGROUND

As part of the application process, we are requesting a resolution of support for two Illinois Transportation Enhancement Grant Program (ITEP) applications. The first application is requesting funds for Phase I engineering on Milwaukee Avenue between Monroe and Greenwood. The second application is requesting funding as a continuation of earlier projects, completing streetscape work on Milwaukee Avenue between Howard and Jonquil.

Will this action involve an expenditure of funds? No

If yes, is this a budgeted item?

ORG# Total Amount for Approval

ACCT# Budget Amount

Variance

RESOLUTION 2016-

**A RESOLUTION IN SUPPORT OF THE VILLAGE OF NILES
APPLICATION FOR THE 2016 ILLINOIS
TRANSPORTATION ENHANCEMENT GRANT PROGRAM (ITEP)**

WHEREAS, the Illinois Department of Transportation (IDOT) announced solicitation of projects for the 2016 Illinois Transportation Enhancement Program (ITEP);

WHEREAS, ITEP provides funding for community based projects that expand travel choices and enhance the transportation experience by improving the cultural, historic, aesthetic and environmental aspects of Illinois transportation infrastructure;

WHEREAS, the project sponsors may receive up to 80 percent reimbursement for project costs with the remaining 20 percent the responsibility of the project sponsor;

WHEREAS, the proposed Village of Niles Milwaukee Avenue Corridor Revitalization Projects are located on publicly owned and operated property and qualifies as one of the nine eligible categories listed in the ITEP Guidelines Manual – Landscape/Streetscape and Other Scenic Beautification;

WHEREAS, the 2016 Illinois Transportation Enhancement Program applications are due on Friday, June 17, 2016;

WHEREAS, the Illinois Department of Transportation recommends a Village Resolution in support of the 2016 ITEP applications;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Board of Trustees of the Village of Niles to support the following applications:

SECTION 1: 2016 ITEP Application #1 for \$166,400

Preliminary Engineering I Amount - \$166,400

Village Matching Funds Amount - \$41,600

2016 ITEP Application #1 for \$698,620:

Phase II Design Engineering	Amount - \$50,110
Construction	Amount - \$589,550
Construction Engineering	Amount - \$58,960
 Village Matching Funds	 Amount - \$174,660

SECTION 2: That the Mayor and Village Clerk are hereby authorized to sign the applications and various forms contained therein, make all required submissions and do all things necessary to make application for the funds requested in Section One of this Resolution, a copy of which application is on file with the Village Clerk.

SECTION 3: That the Mayor is hereby authorized to certify that matching funds which have been identified as supporting this project as set out within its application will be made available upon approval of projects by the Illinois Department of Transportation.

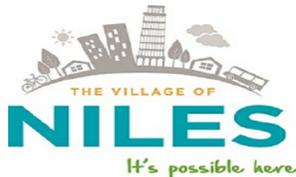
PASSED: This 24th day of May, 2016
AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 24th day of May, 2016

President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



2016-2017 Appointments of Officials and Department Heads

Meeting Date	5/24/2016	Item Number	1
Requested by	President Przybylo	Action Requested	REQUEST FOR BOARD APPROVAL
Prepared by	Marlene Victorine, Village Clerk	Assigned to:	President Przybylo

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Backup Material	2016-2017 Appointments of Officials and Department Heads

MOTION

I move for Board approval of the 2016-2017 Village Officials and Department Heads.

REASON FOR REQUEST / BACKGROUND

These are annual appointments.

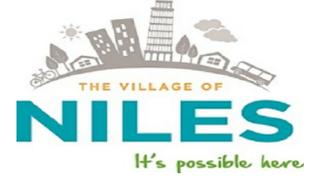
Will this action involve an expenditure of funds? No

If yes, is this a budgeted item?

ORG# <input type="checkbox"/>	Total Amount for Approval <input type="checkbox"/>
ACCT# <input type="checkbox"/>	Budget Amount <input type="checkbox"/>
	Variance <input type="checkbox"/>



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Adding Chapter 94 Taxation, Article XIII Amusement Tax

Meeting Date 5/24/2016

Item Number 2

Requested by Scot Neukirch, Finance Director

Action Requested ORDINANCE

Prepared by Scot Neukirch, Finance Director

Assigned to: Trustee LoVerde

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Ordinance	Ordinance
<input type="checkbox"/> Backup Material	Amusement Tax Fact Sheet

MOTION

I move for Board approval of an Ordinance adding Chapter 94 Taxation, Article XIII Amusement Tax to the Niles Code of Ordinances.

REASON FOR REQUEST / BACKGROUND

During the FY 17 budget workshops, the Board directed staff to prepare the necessary information to implement a 3% Amusement Tax in the Village of Niles. The revenue generated from this tax will help support the operations of the Village's General Fund. The Finance Committee recommended approval at the April 20 Finance Committee meeting.

Will this action involve an expenditure of funds? No

If yes, is this a budgeted item?

ORG# Total Amount for Approval

ACCT# Budget Amount

Variance

ORDINANCE 2016-

ORDINANCE ADDING CHAPTER 94 TAXATION, ARTICLE XIII AMUSEMENT TAX TO THE NILES CODE OF ORDINANCES, VILLAGE OF NILES

NOW, THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Niles, Cook County, Illinois, as follows:

SECTION 1: Chapter 94 Taxation, Article XIII Amusement Tax of Niles Code of Ordinances shall be added as follows:

CHAPTER 94 TAXATION

* * *

ARTICLE XIII AMUSEMENT TAX

Sec. 94-280 Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Amusement means

(1) Any exhibitiv entertainment, including, but not by way of limitation, the following activities and sports: any theatrical, dramatic, musical or spectator performance; motion picture show; movie; video; video game; video game system; flower, poultry or animal show; carnival; amusement rides; animal act; circus; rodeo; athletic contest, sport or game, including, but not limited to, archery, shooting galleries and shooting ranges, boxing, wrestling, skating, dancing, swimming, racing or riding animals or vehicles, baseball, basketball, softball, football, tennis, racquetball, handball, golf, hockey, track and field games, soccer, rugby, bowling, billiards and pool games.

(2) Any entertainment offered for public participation, including, without being limited to, dancing, carnival, shooting galleries, amusement park rides and games, bowling, billiards and pool games.

(3) The word 'amusement' shall not include the use of coin-operated amusement devices, as said phrase is defined in the provisions of this Code regulating coin-operated amusement devices.

Gross receipts means all fees or charges received or collected in the form of admission fees or other charges for admission to and/or for the use or rental of any amusement for the purpose of witnessing, participating in, or utilizing any amusement regardless of whether such fees or charges are characterized as admission fees, use charges, rent, rental or service charges, exclusive of any tax imposed by the United States government, the State of Illinois, the Village or any other governmental unit. Any separate, additional fees above and beyond the charge for witnessing or participating in the amusement activity are not subject to the tax (i.e., parking fees, locker room fees, changing room fees, washroom fees).

Owner means any person having an ownership interest in or conducting the operation of a place which provides amusements.

Person means any natural individual, firm, organization, society, foundation, institution, partnership, association, joint stock company, joint venture, limited liability company, public or private corporation, receiver, executor, trustee or other representative appointed by order of any court, or any other entity recognized by law.

Sec. 94-281 Tax imposed.

A tax is hereby imposed upon all persons operating amusements within the corporate limits of the Village, and upon all persons operating places which provide amusements within the corporate limits of the Village, in an amount equal to three percent of the gross receipts for each amusement. Said tax shall be in addition to all other taxes imposed by law.

Sec. 94-282 Books and records; inspection; contents.

The Village Finance Director, the Village Treasurer or any person designated by either of them as their respective deputy or representative, may enter the premises of any place which provides amusements for inspection, examination, copying and auditing of books and records including, but not limited to, Illinois Retailers' Occupation Tax and Illinois Service Occupation Tax returns filed with the Illinois Department of Revenue, in order to effectuate the proper administration of this Article, and to assure the enforcement of the collection of the tax imposed by this Article. To the extent reasonably possible, said entry shall be done in a manner that is least disruptive to the business of the place providing amusements. It shall be unlawful for any person to prevent, hinder, or interfere with the Village Finance Director, the Village Treasurer or their duly designated deputies or representatives in the discharge of their respective duties in the performance of this subsection. It shall be the duty of every owner of a place which provides amusements to keep accurate and complete books and records to which the Village Treasurer, the Village Finance Director or their respective deputies or representatives shall at all times have full access, which records shall include a daily sheet showing the amount of gross receipts received during that day.

Sec. 94-283 Transmittal of tax revenue by owner; delinquency.

(a) The owner or owners of each place which provides amusements shall file tax returns showing the gross receipts received during each calendar month period upon forms prescribed by the Village Finance Director. Returns for each calendar month shall be due on or before the 20th day of the next calendar month, (e.g. the return for January shall be due on or before the 20th day of February; the return for February shall be due on or before the 20th day of March; etc.). Notwithstanding the foregoing, in the event that the owner of the place which provides amusements is allowed to file Illinois Retailers' Occupation Tax and Illinois Service Occupation Tax returns with the Illinois Department of Revenue at intervals which are greater than monthly, said owner shall be allowed to file tax returns relative to the tax imposed by this Article with the Village at said greater intervals. At the time of the filing of said tax returns, the owner shall pay to the Village Treasurer all taxes due for the period to which the tax return applies.

(b) If, for any reason, any tax due pursuant to this Article is not paid when due, penalties and interest thereon shall be imposed in accordance with the provisions of Sec. 1-11 of this Code and Illinois Municipal Code.

Sec. 94-284 Transmittal of excess tax collections.

If any person collects an amount upon a transaction not subject to the tax imposed hereby, but which amount is purported to be the collection of said tax, or if a person collects an amount upon a transaction greater than the amount of the tax so imposed herein and does not for any reason return the same to the person who paid the same before filing the return for the period in which such occurred, said person shall account for and pay over those amounts to the Village along with the tax properly collected.

Sec. 94-285 Exemptions.

(a) Any amusement sponsored or conducted by, and the proceeds of which inures exclusively and solely to the benefit of, any bona fide religious, charitable, or not-for-profit person or organization; provided, however, that such person or organization has received an exemption from the State of Illinois and the United States Internal Revenue Service exempting said person or organization from the payment of state and federal income taxes.

(b) Any amusement whenever both of the following conditions exist:

(1) The amusement is operated or conducted by a municipality, park district, school district, or any other unit of local government, whether individually or jointly; and

(2) The place the amusement is conducted is owned by a municipality, park district, school district, or any other unit of local government, whether individually or jointly.

(c) Any amusement whenever both of the following conditions exist:

(1) The amusement is operated or conducted by a bona fide religious, charitable, labor, fraternal, educational, not-for-profit veterans' organization, or homeowners' organization that operates without profit to its members and which has been in existence continuously for a period of five years immediately before making application hereunder and which has had during that entire five year period a bona fide membership engaged in carrying out its objects; and

(2) The place the amusement is conducted is owned by the same bona fide religious, charitable, labor, fraternal, educational, not-for-profit veterans' organization, or homeowners' organization that operates without profit to its members and which has been in existence continuously for a period of five years immediately before making application hereunder and which has had during that entire five year period a bona fide membership engaged in carrying out its objects.

Sec. 94-286 Collection.

Whenever any person shall fail to pay the tax imposed by this Article, the Village Attorney or Village Prosecutor shall, upon request of the Village Manager, bring or cause to be brought an action to enforce the payment of said tax on behalf of the Village in any court of competent jurisdiction.

Sec. 94-287 Suspension of licenses.

If the Village Manager, after a hearing held by the Finance Committee, shall find that any person has willfully avoided the payment of any tax imposed by this Article, he may suspend or revoke all Village licenses held by such tax evader. The person shall have an opportunity to be heard at such hearing to be held not less than 15 days after being mailed notice, by certified mail, of the time when and the place where the hearing is to be held, addressed to said person at said person's last known place of business or home address. Any suspension or revocation of any license(s) shall not release or discharge the person from his civil liability for the payment of the tax nor from prosecution for such offense.

Sec. 94-288 Penalties.

(a) In the event of failure by any person to collect and pay to the Director of Finance the tax required hereunder when the same shall be due, interest shall accumulate and be due upon said tax at the rate of one and one-half percent (1½%) per month commencing as of the first day following the day when the tax becomes due. In addition, a penalty of ten percent (10%) of the tax and interest due shall be assessed and collected against any person who shall fail to pay the tax imposed by this Chapter.

(b) Each day upon which a person shall continue any violation of this Article, or permit any such violation to exist after notification thereof, shall constitute a separate and distinct offense.

(c) Any person subjected to the penalties provided for by this subsection shall not be discharged or released from the payment of any tax due.

Sec. 94-289 Separability

If any subsection, sentence, clause, or phrase of this Article, or the application thereof to any person or circumstance, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Article, or the application of such portion to other persons or circumstances.

SECTION 2: That this Ordinance shall be in full force and effective September 1, 2016 and publication in pamphlet form as provided by law.

SECTION 3: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 4: That any section or provision of this ordinance that is construed to be invalid or void shall not affect the remaining sections or provisions which shall remain in full force and effect thereafter.

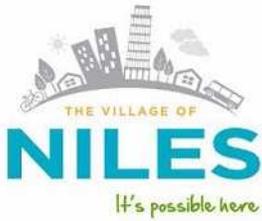
- PASSED:** This 24th day of May, 2016
- YEAS:**
- NAYS:**
- ABSENT:**
- ABSTAIN:**

APPROVED by me this 24th day of May, 2016.

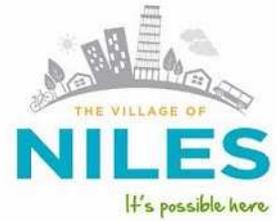
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk



VILLAGE OF NILES
1000 CIVIC CENTER DRIVE
NILES, IL 60714
(847) 588-8000



SUMMARY OF AMUSEMENT TAX ORDINANCE

Effective Date: September 1, 2016

Exempt Entities: Religious, charitable, labor, fraternal, educational, veterans', not-for profit, or homeowners' organizations that are exempt from federal and state income taxes or any unit of local government.

Tax: The tax is levied on the gross receipts received for all amusement activities. The amount of the tax is three-percent (3%) and is placed on the owners of places which provide amusement activities, who can pass the tax along to the consumers.

Amusement Includes:

- A) Any exhibitive entertainment, including, but not by way of limitation, the following activities and sports: any theatrical, dramatic, musical or spectator performance; motion picture show; movie; video; video game; video game system; flower, poultry or animal show; carnival; amusement rides; animal act; circus; rodeo; athletic contest, sport or game, including, but not limited to, archery, shooting galleries and shooting ranges, boxing, wrestling, skating, dancing, swimming, racing or riding animals or vehicles, baseball, basketball, softball, football, tennis, racquetball, handball, golf, hockey, track and field games, soccer, rugby, bowling, billiards and pool games.
- B) Any entertainment offered for public participation, including, without being limited to, dancing, carnival, shooting galleries, amusement park rides and games, bowling, billiards and pool games.
- C) The word 'amusement' shall not include the use of coin-operated amusement devices, as said phrase is defined in the provisions of this Code regulating coin-operated amusement devices.

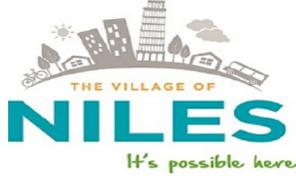
Gross Receipts includes all fees or charges collected for witnessing, participating in, or utilizing any amusement; this would include all admission fees, use charges, rent, rental, cover charges, or service charges.

Refer to the attached Ordinance for exact definitions.

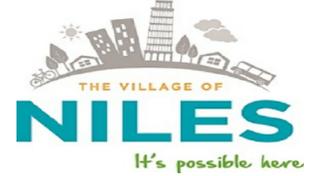
Payments Due: By the 20th day of the month following the reporting period. The reporting period is the same as the entity's reporting period with the State of Illinois, but no more frequently than on a monthly basis. For example, if the entity files a monthly sales tax return with the State of Illinois, the entity must file a return with the Village of Niles by the 20th day of the following month. If the entity files a quarterly sales tax return with the State of Illinois, the entity must file a return with the Village of Niles by the 20th day of the month following the end of the quarter. If the entity files an annual sales tax return with the State of Illinois, the entity must file a return with the Village of Niles by the 20th day of the month following the end of the year.

Send Payments To: Village of Niles
Amusement Tax
1000 Civic Center Dr.
Niles, IL 60714

Questions on Tax: You may call the Finance Department at (847) 588-8000, or you may submit your questions in writing to the address above, jro@vniles.com or by fax to (847) 588-8050. Be sure to include a phone number and address where we can respond to your question.



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Providing an Appropriation for the Village of Niles for the Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017

Meeting Date 5/24/2016 Item Number 3
Requested by Scot Neukirch, Finance Director Action Requested ORDINANCE
Prepared by Scot Neukirch, Finance Director Assigned to: Trustee LoVerde

ATTACHMENTS:

Table with 2 columns: Type, Description. Includes entries for Ordinance (Appropriation Ordinance) and Ordinance (Detail pages for Ordinance).

MOTION

I move for Board approval of an Ordinance providing an Appropriation for the Village of Niles, Cook County, for the fiscal year beginning May 1, 2016 and ending April 30, 2017. The total appropriations for all funds is \$104,190,940.

REASON FOR REQUEST / BACKGROUND

State statutes require the adoption of an Appropriation Ordinance prior to the end of the first quarter of the new fiscal year. This ordinance incorporates the fiscal year 2017 budget information that has been reviewed by the Finance Committee, discussed by the Village Board in two open workshops, and made available for the public to review on the Village's website, the Niles Public Library and at the Village's front desk.

Will this action involve an expenditure of funds? []
If yes, is this a budgeted item? []
ORG# [] Total Amount for Approval []
ACCT# [] Budget Amount []
Variance []

VILLAGE OF NILES

ORDINANCE #2016-

AN ORDINANCE PROVIDING AN APPROPRIATION FOR THE VILLAGE OF NILES, COOK COUNTY, ILLINOIS, FOR GENERAL CORPORATE PURPOSES, FOR MOTOR FUEL TAX FUND; FOR STREET AND BRIDGE FUND; FOR DEBT SERVICE FUND; FOR DUI FUND; FOR DRUG ASSET FORFEITURE FUND; FOR FEDERAL ASSET FORFEITURE FUND; FOR ARTICLE 36 ASSET FORFEITURE FUND; FOR MILWAUKEE/TOUHY TIF FUND; FOR TOUHY CORRIDOR TIF FUND; FOR MILWAUKEE TIF FUND; FOR CAPITAL PROJECTS FUND; FOR WATER FUND; FOR FAMILY FITNESS FUND; FOR MUNICIPAL WASTE AGENCY FUND; FOR AUTOMOTIVE FUND; FOR RISK MANAGEMENT FUND; FOR POLICE PENSION FUND; FOR FIRE PENSION FUND, FOR THE FISCAL YEAR BEGINNING MAY 1, 2016 AND ENDING APRIL 30, 2017.

BE IT ORDAINED by the PRESIDENT and BOARD OF TRUSTEES of the VILLAGE OF NILES, COOK COUNTY, ILLINOIS:

SECTION 1:

That the following sums of money or as much thereof as may be authorized by law, be and the same are hereby appropriated for General Corporate purposes (which includes the Illinois Municipal Retirement Fund); for Motor Fuel Tax Fund; for Street and Bridge Fund; for Debt Service Fund; for DUI Fund; for Drug Asset Forfeiture Fund; for Federal Asset Forfeiture Fund; for Article 36 Asset Forfeiture Fund; for Milwaukee / Touhy TIF Fund; for Touhy Corridor TIF Fund; for Milwaukee TIF Fund; for Capital Projects Fund; for Water Fund; for Family Fitness Fund; for Municipal Waste Agency Fund; for Automotive Fund; for Risk Management Fund; for Police Pension Fund; for Fire Pension Fund, for the fiscal year beginning May 1, 2016 and ending April 30, 2017.

**ARTICLE I
GENERAL FUND**

	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
1000 GENERAL GOVERNMENT							
1010 ADMINISTRATION	\$563,439	\$102,734	\$18,300	\$0	\$6,245	\$18,011	\$708,729
1020 EXEC. & LEGISLATIVE	\$269,347	\$16,897	\$0	\$0	\$6,542	\$156,655	\$449,442
1025 NILES TV COMMUNICATIONS	\$105,958	\$19,181	\$1,000	\$0	\$0	\$25,985	\$152,124
1030 FIRE & POLICE COMMISSION	\$21,035	\$28,877	\$0	\$0	\$0	\$1,710	\$51,622
1040 LEGAL	\$382,787	\$141,855	\$0	\$0	\$0	\$15,275	\$539,917
1060 PERSONNEL	\$265,602	\$98,852	\$0	\$0	\$0	\$49,484	\$413,938
1070 TEEN CENTER	\$137,439	\$2,824	\$3,550	\$0	\$5,055	\$32,694	\$181,562
1080 ECONOMIC DEVELOPMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL GENERAL GOVERNMENT	\$1,745,606	\$411,222	\$22,850	\$0	\$17,842	\$299,814	\$2,497,333
1100 FINANCE DEPARTMENT							
1110 FINANCE ADMINISTRATION	\$1,327,153	\$3,052	\$0	\$0	\$13,679	\$500	\$1,344,383
1120 TREASURER'S OFFICE	\$0	\$64,912	\$1,000	\$0	\$0	\$18,325	\$84,237
1140 OPERATING AND OTHER ACT	\$0	\$190,156	\$16,640	\$0	\$0	\$55,584	\$262,380
TOTAL FINANCE DEPARTMENT	\$1,327,153	\$258,120	\$17,640	\$0	\$13,679	\$74,409	\$1,691,001
1200 FIRE DEPARTMENT							
1210 ADMINISTRATION	\$10,596,622	\$326,546	\$13,410	\$0	\$343,454	\$432,125	\$11,712,158
1220 EMERGENCY MEDICAL	\$0	\$0	\$44,500	\$0	\$252,889	\$27,230	\$324,619
1230 FIRE SUPPRESSION	\$0	\$17,450	\$140,820	\$0	\$495,209	\$20,860	\$674,339
TOTAL FIRE DEPARTMENT	\$10,596,622	\$343,996	\$198,730	\$0	\$1,091,552	\$480,215	\$12,711,116
1300 POLICE DEPARTMENT							
1310 ADMINISTRATION	\$1,610,793	\$296,154	\$157,102	\$0	\$22,708	\$972,530	\$3,059,286
1321 PATROL	\$9,408,584	\$264,873	\$97,772	\$0	\$394,898	\$56,088	\$10,222,215
1322 IMMEDIATE RESPONSE	\$1,452,581	\$42,954	\$16,000	\$0	\$8,231	\$18,340	\$1,538,106
TOTAL POLICE DEPARTMENT	\$12,471,958	\$603,980	\$270,874	\$0	\$425,837	\$1,046,958	\$14,819,607
1400 PUBLIC SERVICES DEPT.							
1410 ADMINISTRATION	\$3,101,360	\$184,094	\$23,100	\$0	\$276,547	\$37,175	\$3,622,276
1420 ENGINEERING	\$603,613	\$88,893	\$4,500	\$0	\$39,549	\$5,300	\$741,856
1430 STREETS & SIGNS	\$0	\$0	\$496,100	\$0	\$1,247,734	\$600	\$1,744,434
1440 FORESTRY & LIGHT	\$0	\$155,000	\$488,204	\$0	\$313,404	\$0	\$956,608
1450 SANITARY & SEWER	\$0	\$50,000	\$0	\$0	\$0	\$0	\$50,000
1460 PUBLIC BUILDINGS	\$0	\$197,500	\$511,078	\$0	\$910,613	\$2,100	\$1,621,291
TOTAL PUBLIC SERVICES DEPT.	\$3,704,973	\$675,487	\$1,522,982	\$0	\$2,787,847	\$45,175	\$8,736,465
1500 COMMUNITY DEV. DEPT.							
1510 COMMUNITY DEV. ADMIN	\$1,441,864	\$4,162	\$0	\$0	\$59,473	\$100	\$1,505,598
1520 INSPECTIONS & LICENSING	\$0	\$48,845	\$8,215	\$0	\$0	\$32,700	\$89,760
1530 PLANNING & ZONING	\$138,939	\$25,377	\$0	\$0	\$0	\$11,755	\$176,072
1540 ECONOMIC DEVELOPMENT	\$141,913	\$1,106,862	\$200	\$0	\$0	\$25,035	\$1,274,011
1550 FIRE PREVENTION BUREAU	\$175,367	\$17,236	\$88,225	\$0	\$0	\$1,240	\$282,068
TOTAL COMMUNITY DEV.	\$1,898,083	\$1,202,483	\$96,640	\$0	\$59,473	\$70,830	\$3,327,508
1600 HUMAN SERVICES DEPT.							
1620 SENIOR SERVICES	\$793,704	\$72,481	\$137,924	\$0	\$7,137	\$12,848	\$1,024,093
1630 FAMILY SERVICES	\$939,763	\$18,254	\$6,200	\$0	\$0	\$41,950	\$1,006,167
TOTAL HUMAN SERVICES DEPT.	\$1,733,466	\$90,735	\$144,124	\$0	\$7,137	\$54,798	\$2,030,260
1700 MANAGEMENT INFORMATION							
1710 MIS ADMIN	\$715,485	\$8,425	\$600	\$0	\$13,976	\$3,620	\$742,105
1720 MIS COMPUTER	\$0	\$57,104	\$472,080	\$0	\$160,400	\$172,500	\$862,084
1730 MIS SECURITY	\$0	\$6,000	\$24,130	\$0	\$27,750	\$6,000	\$63,880
1740 MIS PHONES	\$0	\$0	\$2,200	\$0	\$7,000	\$0	\$9,200
TOTAL MIS DEPT.	\$715,485	\$71,529	\$499,010	\$0	\$209,126	\$182,120	\$1,677,269
TOTAL GENERAL FUND	\$34,193,346	\$3,657,552	\$2,772,850	\$0	\$4,612,492	\$2,254,319	\$47,490,559

**ARTICLE II
MOTOR FUEL TAX FUND**

2200 MOTOR FUEL TAX FUND	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
2210 MOTOR FUEL TAX ADMIN	\$0	\$380,516	\$0	\$0	\$1,904,833	\$20	\$2,285,369
TOTAL MOTOR FUEL TAX FUND	\$0	\$380,516	\$0	\$0	\$1,904,833	\$20	\$2,285,369

**ARTICLE III
STREET & BRIDGE FUND**

2300 STREET & BRIDGE FUND	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
2310 STREET & BRIDGE ADMIN	\$0	\$0	\$0	\$0	\$370,000	\$0	\$370,000
TOTAL STREET & BRIDGE FUND	\$0	\$0	\$0	\$0	\$370,000	\$0	\$370,000

**ARTICLE IV
DEBT SERVICE FUND**

2500 DEBT SERVICE FUND	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
2510 DEBT SERVICE	\$0	\$2,700	\$0	\$80,708	\$0	\$0	\$83,408
TOTAL DEBT SERVICE FUND	\$0	\$2,700	\$0	\$80,708	\$0	\$0	\$83,408

**ARTICLE V
DUI FUND**

3000 DUI FUND	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
3010 DUI FUND	\$0	\$0	\$45,000	\$0	\$0	\$0	\$45,000
TOTAL DUI FUND	\$0	\$0	\$45,000	\$0	\$0	\$0	\$45,000

**ARTICLE VI
DRUG ASSET FORFEITURE FUND**

3100 DRUG ASSET FORFEITURE FUND	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
3110 DRUG ASSET FORFEITURE	\$0	\$0	\$15,000	\$0	\$0	\$0	\$15,000
DRUG ASSET FORFEITURE FUND	\$0	\$0	\$15,000	\$0	\$0	\$0	\$15,000

**ARTICLE VII
FED ASSET FORFEITURE FUND**

3200 FED ASSET FORFEITURE FUND	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
3210 FED ASSET FORFEITURE	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL FED ASST FORF FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**ARTICLE VIII
ARTICLE 36 ASSET FORFEITURE FUND**

3300 ART 36 ASSET FORF FUND	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
3310 ART 36 ASSET FORF	\$0	\$0	\$1,000	\$0	\$0	\$0	\$1,000
TOTAL ART 36 ASSET FORF FUND	\$0	\$0	\$1,000	\$0	\$0	\$0	\$1,000

**ARTICLE IX
MILWAUKEE/TOUHY TIF FUND**

4100 MILWAUKEE/TOUHY TIF	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
4110 MILWAUKEE/TOUHY ADMIN	\$0	\$1,520,375	\$0	\$870,608	\$0	\$1,800	\$2,392,783
4121 MAINT GAR IMPROVEMENTS	\$0	\$10,000	\$0	\$0	\$90,000	\$0	\$100,000
4130 POLICE BUILDING	\$0	\$0	\$0	\$0	\$35,000	\$0	\$35,000
TOTAL MILWAUKEE/TOUHY TIF	\$0	\$1,530,375	\$0	\$870,608	\$125,000	\$1,800	\$2,527,783

**ARTICLE X
GROSS POINT TOUHY TIF FUND**

4500 GROSS POINT TOUHY TIF	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
4510 GROSS POINT TOUHY TIF	\$0	\$124,500	\$0	\$0	\$2,737,000	\$0	\$2,861,500
TOTAL GROSS POINT TOUHY TIF	\$0	\$124,500	\$0	\$0	\$2,737,000	\$0	\$2,861,500

**ARTICLE XI
MILWAUKEE TIF FUND**

4600 MILWAUKEE TIF	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
4610 MILWAUKEE ADMIN	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL MILWAUKEE TIF	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**ARTICLE XII
CAPITAL PROJECTS FUND**

4300 CAPITAL PROJECTS FUND	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
4310 WOODRIVER PROJECT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4320 NORDICA PROJECT	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4321 NORDICA SSA 2016-2	\$0	\$8,500	\$0	\$0	\$7,000	\$0	\$15,500
4322 CHESTERFIELD SSA 2016-1	\$0	\$2,500	\$0	\$0	\$7,000	\$0	\$9,500
4330 POLICE BUILDING CONSTRUCTION	\$0	\$1,620	\$0	\$1,000,635	\$0	\$0	\$1,002,255
TOTAL CAPITAL PROJECTS FUND	\$0	\$12,620	\$0	\$1,000,635	\$14,000	\$0	\$1,027,255

**ARTICLE XIII
WATER FUND**

5000 WATER FUND	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
5010 WATER FUND ADMIN	\$2,312,619	\$148,442	\$0	\$197,285	\$650,000	\$17,500	\$3,325,846
5020 SUPPLY	\$0	\$552,031	\$9,714,812	\$0	\$114,571	\$7,450	\$10,388,863
5030 TRANSMISSION	\$0	\$131,400	\$192,500	\$0	\$3,260,578	\$0	\$3,584,478
5040 SEWER AND WATER	\$0	\$94,000	\$95,700	\$0	\$880,381	\$0	\$1,070,081
5060 STORMWATER	\$0	\$391,550	\$227,740	\$784,975	\$9,255,000	\$0	\$10,659,265
TOTAL WATER FUND	\$2,312,619	\$1,317,423	\$10,230,752	\$982,260	\$14,160,530	\$24,950	\$29,028,533

**ARTICLE XIV
FAMILY FITNESS FUND**

5200 FAMILY FITNESS FUND	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
5210 FAMILY FITNESS ADMIN.	\$525,432	\$150,460	\$0	\$0	\$750	\$28,400	\$705,041
5220 PROGRAMS	\$81,186	\$6,104	\$6,100	\$0	\$0	\$1,625	\$95,015
5230 AQUATICS	\$223,870	\$55,925	\$31,100	\$0	\$0	\$3,825	\$314,720
5240 FITNESS	\$72,861	\$4,065	\$16,800	\$0	\$25,000	\$950	\$119,676
5250 MEMBER SERVICES	\$128,294	\$3,607	\$1,000	\$0	\$0	\$6,900	\$139,801
5260 MAINTENANCE	\$91,815	\$13,052	\$76,245	\$0	\$130,000	\$600	\$311,712
5270 AEROBICS/SPINNING	\$144,554	\$8,601	\$8,800	\$0	\$0	\$1,600	\$163,555
TOTAL FAMILY FITNESS FUND	\$1,268,013	\$241,813	\$140,045	\$0	\$155,750	\$43,900	\$1,849,521

**ARTICLE XV
MUNICIPAL WASTE AGENCY FUND**

5500 MUNICIPAL WASTE AGENCY FUND	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
5510 MUNICIPAL WASTE ADMIN	\$0	\$1,969,300	\$0	\$0	\$0	\$0	\$1,969,300
TOTAL MUNICIPAL WASTE AGENCY FUND	\$0	\$1,969,300	\$0	\$0	\$0	\$0	\$1,969,300

**ARTICLE XVI
AUTOMOTIVE FUND**

6100 AUTOMOTIVE FUND	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
6110 AUTOMOTIVE ADMIN	\$1,076,647	\$63,366	\$0	\$656,458	\$0	\$8,500	\$1,804,970
6120 GARAGE	\$0	\$16,000	\$642,500	\$0	\$603,000	\$7,350	\$1,268,850
6130 BUS MAINTENANCE	\$250,413	\$15,079	\$108,000	\$0	\$0	\$1,900	\$375,392
6140 COURTESY TRANSP.	\$983,310	\$165,826	\$8,000	\$0	\$0	\$1,150	\$1,158,286
TOTAL AUTOMOTIVE FUND	\$2,310,370	\$260,270	\$758,500	\$656,458	\$603,000	\$18,900	\$4,607,498

**ARTICLE XVII
RISK MANAGEMENT FUND**

6200 RISK MANAGEMENT FUND	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
6210 RISK MANAGEMENT ADMIN	\$0	\$1,617,980	\$0	\$0	\$0	\$0	\$1,617,980
TOTAL RISK MANAGEMENT FUND	\$0	\$1,617,980	\$0	\$0	\$0	\$0	\$1,617,980

**ARTICLE XVIII
POLICE PENSION FUND**

7000 POLICE PENSION FUND	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
7010 POLICE PENSION ADMIN	\$4,150,300	\$108,490	\$0	\$0	\$0	\$8,075	\$4,266,865
TOTAL POLICE PENSION FUND	\$4,150,300	\$108,490	\$0	\$0	\$0	\$8,075	\$4,266,865

**ARTICLE XIX
FIRE PENSION FUND**

7100 FIRE PENSION FUND	PERSONAL SERVICES	CONTRACTUAL	COMMODITIES	DEBT SERVICE	CAPITAL OUTLAYS	OTHER	TOTAL APPROPRIATION
7110 FIRE PENSION ADMIN	\$4,024,004	\$111,990	\$0	\$0	\$0	\$8,375	\$4,144,369
TOTAL FIRE PENSION FUND	\$4,024,004	\$111,990	\$0	\$0	\$0	\$8,375	\$4,144,369

RECAPITULATION OF BUDGET APPROPRIATION

ARTICLE I	GENERAL FUND	\$47,490,559
ARTICLE II	MOTOR FUEL TAX FUND	\$2,285,369
ARTICLE III	STREET & BRIDGE FUND	\$370,000
ARTICLE IV	DEBT SERVICE FUND	\$83,408
ARTICLE V	DUI FUND	\$45,000
ARTICLE VI	DRUG ASSET FORFEITURE FUND	\$15,000
ARTICLE VII	FED ASSET FORFEITURE FUND	\$0
ARTICLE VIII	ARTICLE 36 ASSET FORFEITURE FUND	\$1,000
ARTICLE IX	MILWAUKEE/TOUHY TIF FUND	\$2,527,783
ARTICLE X	GROSS POINT TOUHY TIF FUND	\$2,861,500
ARTICLE XI	MILWAUKEE TIF FUND	\$0
ARTICLE XII	CAPITAL PROJECTS FUND	\$1,027,255
ARTICLE XIII	WATER FUND	\$29,028,533
ARTICLE XIV	FAMILY FITNESS FUND	\$1,849,521
ARTICLE XV	MUNICIPAL WASTE AGENCY FUND	\$1,969,300
ARTICLE XVI	AUTOMOTIVE FUND	\$4,607,498
ARTICLE XVII	RISK MANAGEMENT FUND	\$1,617,980
ARTICLE XVIII	POLICE PENSION FUND	\$4,266,865
ARTICLE XIX	FIRE PENSION FUND	\$4,144,369
TOTAL APPROPRIATIONS ALL FUNDS		<u>\$104,190,940</u>

SECTION 2:

This Appropriation Ordinance is adopted pursuant to procedures set forth in the Illinois Municipal Code.

SECTION 3:

The Village Clerk be and hereby is authorized and directed to publish this Ordinance in pamphlet form and this Ordinance shall be in full force and effect upon its adoption, approval, and publication as provided by law.

SECTION 4:

That if any section, subdivision or sentence of this Ordinance shall for any reason be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portion and provisions of this Ordinance.

SECTION 5:

That a certified copy of this Ordinance shall be filed with the County Clerk within 30 days after adoption.

ADOPTED this 24th day of May, 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

APPROVED by me this 24th day of May, 2016.

President of the Village of
Niles, Cook County, Illinois

ATTESTED and FILED in my office
this 24th day of May, 2016 and
published in pamphlet form as
provided by law.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Amending Chapter 38 Emergency Services, Article III Emergency Telephone System Board

Meeting Date 5/24/2016

Item Number 4

Requested by Dennis McEnerney, Police Chief

Action Requested ORDINANCE

Prepared by Dennis McEnerney, Police Chief

Assigned to: Trustee Strzelecki

ATTACHMENTS:

Type	Description
Ordinance	Ordinance

MOTION

I move for Board approval of an Ordinance amending Chapter 38 Emergency Services, Article III Emergency Telephone System Board to the Niles Code of Ordinances.

REASON FOR REQUEST / BACKGROUND

Due to the Village of Niles entering into a new Joint Emergency Telephone Systems Board, the dissolution of the current Emergency Telephone System Board is required in accordance with State of Illinois Public Act 99-0006.

Will this action involve an expenditure of funds? No

If yes, is this a budgeted item?

ORG# <input type="text"/>	Total Amount for Approval <input type="text"/>
ACCT# <input type="text"/>	Budget Amount <input type="text"/>
	Variance <input type="text"/>

ORDINANCE 2016 -

AMENDING CHAPTER 38 EMERGENCY SERVICES, ARTICLE III. EMERGENCY TELEPHONE SYSTEM BOARD TO THE NILES CODE OF ORDINANCES, VILLAGE OF NILES

NOW, THEREFORE, BE IT ORDAINED, by the President and the Board of Trustees of the Village of Niles, Cook County, Illinois, as follows:

SECTION 1: Chapter 38 Emergency Services, Article III. Emergency Telephone System Board of the Niles Code of Ordinances shall be amended as follows:

CHAPTER 38 EMERGENCY SERVICES

* * *

ARTICLE III. EMERGENCY TELEPHONE SYSTEM BOARD

Sec. 38-50. Board established.

~~An emergency telephone system board for the Village of Niles, Cook County, Illinois is hereby established and shall be known as the Niles Emergency Telephone System Board (ETSB).~~

Sec. 38-51. Membership of the board.

~~The Niles Emergency Telephone System Board shall consist of seven (7) members as follows:~~

- ~~(a) Two public members who shall be residents of Niles appointed by the Village President with a concurrence of the Village Trustees. The public members' term shall be for three years. Any person appointed to fill an unexpired term shall serve until the expiration of the original appointment.~~
- ~~(b) The Village President or his/her designee.~~
- ~~(c) The Chief of Police or his/her designee appointed on the basis of ability or experience.~~
- ~~(d) The Fire Chief or his/her designee appointed on the basis of ability or experience.~~
- ~~(e) The Village Administrator or his/her designee.~~
- ~~(f) A Village Trustee appointed annually by the Village President~~

Sec. 38-52. Compensation.

~~Members of the Board shall serve without compensation but shall be reimbursed for their actual and necessary expenses.~~

Sec. 38-53. Powers and duties of board.

~~The Niles Emergency Telephone System Board shall have the all powers set forth in the Emergency Telephone System Act (50 ILCS 750/0.01 et. seq.) as may be amended from time to time, including the following powers and duties:~~

- ~~(a) Planning a 9-1-1 system;~~
- ~~(b) Coordinating and supervising the implementation, upgrading, or maintenance of the system, including the establishment of equipment specifications and coding systems;~~
- ~~(c) Receiving monies from any surcharge imposed under Section 15.3 of the Emergency Telephone System Act and from any other source, for deposit into the Emergency Telephone System Fund;~~
- ~~(d) Authorizing all disbursements from the fund in compliance with state statute;~~
- ~~(e) Hiring any staff necessary for the implementation or upgrade of the system;~~
- ~~(f) Preparing an annual budget and submitting such annual budget to the Corporate authority in accordance with the Village's annual budget process;~~
- ~~(g) Participating in a Regional Pilot Project to implement next generation 9-1-1, as defined in and, subject to the conditions set forth in Emergency Telephone System Act.~~
- ~~(h) All moneys received by the ETSB pursuant to a surcharge imposed under Section 15.3 shall be deposited into a separate interest bearing Emergency Telephone System Fund account. The Village's Treasurer/Finance Director, shall be custodian of the fund. All interest accruing on the fund shall remain in the fund. No expenditures may be made from such fund except upon the direction of the ETSB by resolution passed by a majority of all members of the ETSB. Expenditures may be made only to pay for the costs associated with the following:
 - ~~(1) — The design of the Emergency Telephone System.~~
 - ~~(2) — The coding of an initial Master Street Address Guide data base, and update and maintenance thereof.~~
 - ~~(3) — The repayment of any moneys advanced for the implementation of the system.~~
 - ~~(4) — The charges for Automatic Number Identification and Automatic Location Identification equipment, a computer aided dispatch system that records, maintains, and integrates information, mobile data transmitters equipped with automatic vehicle locators, and maintenance, replacement and update thereof to increase operational efficiency and improve the provision of emergency services.~~
 - ~~(5) — The non-recurring charges related to installation of the Emergency Telephone System and the ongoing network charges.~~
 - ~~(6) — The acquisition and installation, or the reimbursement of costs therefore to other governmental bodies that have incurred those costs, of road or street signs that are essential to the implementation of the emergency telephone system and that are not duplicative of signs that are the responsibility of the jurisdiction charged with maintaining road and street signs.~~~~

~~(7) — Other products and services necessary for the implementation, upgrade, and maintenance of the system and any other purpose related to the operation of the system, including costs attributable directly to the construction, leasing, or maintenance of any buildings or facilities or costs of personnel attributable directly to the operation of the system. Costs attributable directly to the operation of an emergency telephone system do not include the costs of public safety agency personnel who are and equipment that is dispatched in response to an emergency call.~~

~~(8) — In event the Village imposes a surcharge under subsection (h) of Section 15.3 of the Emergency Telephone System Act, moneys may also be used for any anti-terrorism or emergency preparedness measures, including, but not limited to, preparedness planning, providing local matching funds for federal or State grants, personnel training, and specialized equipment, including surveillance cameras as needed to deal with natural and terrorist inspired emergency situations or events.~~

~~(9) — The defraying of expenses incurred in participation in a Regional Pilot Project to implement next generation 9-1-1, subject to the conditions set forth in this Act.~~

~~(10) — The implementation of a computer aided dispatch system or hosted supplemental 9-1-1 services.~~

SECTION 2: That this Ordinance be in full force and effective after its passage, approval and publication as provided by law.

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

PASSED: This 24th day of May, 2016
AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 24th day of May, 2016.

President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Authorizing an Intergovernmental Agreement Establishing a Joint Emergency Telephone Systems Board

Meeting Date 5/24/2016

Item Number 5

Requested by Dennis McEnerney, Police Chief

Action Requested RESOLUTION

Prepared by Dennis McEnerney, Police Chief

Assigned to: Trustee Strzelecki

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Agreement	IGA - JETS
<input type="checkbox"/> Department Memo	Memorandum

MOTION

I move for Board approval of a Resolution authorizing an intergovernmental agreement establishing a Joint Emergency Telephone Systems Board.

REASON FOR REQUEST / BACKGROUND

The State of Illinois passed Public Act 99-0006 instituting changes to the collection and distribution of 9-1-1 surcharge revenues and requiring the consolidation of 9-1-1 centers and emergency telephone systems boards. The intergovernmental agreement is made and entered by and between Niles, Glenview, Grayslake, Highland Park, Highwood, Lake Bluff, Lake Forest and Morton Grove.

Will this action involve an expenditure of funds? No

If yes, is this a budgeted item?

ORG# Total Amount for Approval

ACCT# Budget Amount

Variance

RESOLUTION 2016-

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT ESTABLISHING A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD

WHEREAS, the Village of Niles wishes to enter into an intergovernmental agreement to consolidate 9-1-1 centers and emergency telephone systems boards pursuant to State of Illinois Public Act 99-0006; and

WHEREAS, the intergovernmental agreement is made and entered into by and between Niles, Glenview, Grayslake, Highland Park, Highwood, Lake Bluff, Lake Forest and Morton Grove.

NOW, THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the President or his designee of the Village of Niles to execute an intergovernmental agreement with the Village of Glenview, the Village of Grayslake, the City of Highland Park, the City of Highwood, the Village of Lake Bluff, the City of Lake Forest and the Village of Morton Grove.

PASSED: This 24th day of May, 2016

YEAS:

NAYS:

ABSENT:

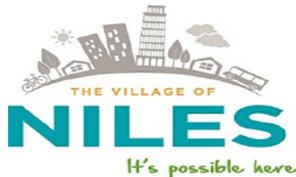
ABSTAIN:

APPROVED by me this 24th day of May, 2016.

President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Reaffirming an Area within the Milwaukee-Touhy Tax Increment Financing District as Blighted and In Need of Renewal

Meeting Date 5/24/2016 Item Number 6
Requested Charles Ostman, Director of Community Action RESOLUTION
by Development Requested
Prepared by Ross Klicker, Economic Development Coordinator Assigned to: Trustee McCreery

ATTACHMENTS:

Table with 2 columns: Type, Description. Rows include Resolution, Exhibit, and Department Memo.

MOTION

I move for Board approval of a Resolution reaffirming an area within the Milwaukee-Touhy Tax Increment Financing District as blighted and in need of renewal.

REASON FOR REQUEST / BACKGROUND

The Developer of Harts Plaza has requested consideration of a Cook County 7b Tax Incentive. In addition to the support resolution issued by the Village, the County also requires there to be a confirmation that the property in question is in an area considered blighted. This resolution reaffirms the original Milwaukee-Touhy TIF designation of which this property is within and meets the County requirement.

Will this action involve an expenditure of funds? No

If yes, is this a budgeted item?

ORG# Total Amount for Approval
ACCT# Budget Amount
Variance

RESOLUTION 2016-

RESOLUTION REAFFIRMING AN AREA WITHIN THE MILWAUKEE-TOUHY TAX INCREMENT FINANCING DISTRICT IN THE VILLAGE OF NILES, COOK COUNTY, ILLINOIS, AS BLIGHTED AREA AND IN NEED OF RENEWAL

WHEREAS, the Village of Niles, Cook County, Illinois (the “Village”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the President and Board of Trustees of the Village of Niles (the “Corporate Authorities”) has evaluated whether the parcels of land delineated by Property Index Numbers 10-31-102-014-0000, 10-31-102-015-0000, and 10-31-102-045-0000 in Niles, Cook County, Illinois, and further legally described on Exhibit A, a copy of which is attached hereto and made part hereof (the “Area”), constitute a conservation area as defined by the criteria set forth in the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.) (the “TIF Act”);

WHEREAS, the Corporate Authorities have evaluated whether the Area constitutes a blighted area as defined by the criteria set forth under the TIF Act;

WHEREAS, in order to find that an area qualifies as a conservation area under the TIF Act, 50% or more of the structures located in an area must be more than thirty five (35) years old and three (3) of the following thirteen (13) factors listed must be present; (1) Dilapidation; (2) Obsolescence; (3) Deterioration; (4) Presence of structures below minimum code standards; (5) Illegal use of individual structures; (6) Excessive vacancies; (7) Lack of ventilation, light, or sanitary facilities; (8) Inadequate utilities; (9) Excessive land coverage and overcrowding of structures and community facilities; (10) Deleterious land-use or layout; (11) Environmental clean-up; (12) Lack of community planning; (13) the total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years for which information is available. 65 ILCS 5/11-74.4-3(b);

WHEREAS, the Corporate Authorities find the property within the Area is vacant and has not been used for commercial or agricultural purposes within the last 5 years;

WHEREAS, the Corporate Authorities find that the property within the Area is obsolete and contains characteristics or deficiencies which limit the property’s use and marketability;

WHEREAS, the Corporate Authorities find that property within the Area is in a state of deterioration and requires significant updating;

WHEREAS, the Corporate Authorities find that property within the Area has been excessively vacant, and that the frequency, extent, or duration of the vacancy has had an adverse influence on the Area.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Niles, Cook County, Illinois, hereby approve the following:

1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made part hereof, as if fully set forth in their entirety.
2. That the property within the Area, which is legally described herein, is (1) obsolete, (2) excessively vacant, (3) deteriorated, and (4) dilapidated, as those terms are defined under the TIF Act.
3. That, in addition to the five factors listed above, the total equalized assessed value of the property within the Area has declined three out of the last five years.
4. That, because the Area contains at least five or more of the factors used to establish blight under the TIF Act, the Area is found to be a blighted area.
5. That, unless corrected, the blighted condition of the Area will persist and continue to delay any future economic development within the proposed Area.
6. That the Area is therefore in need of redevelopment and renewal to prevent the spread of blight.

PASSED: This 24th day of May, 2016

YEAS:

NAYS:

ABSENT:

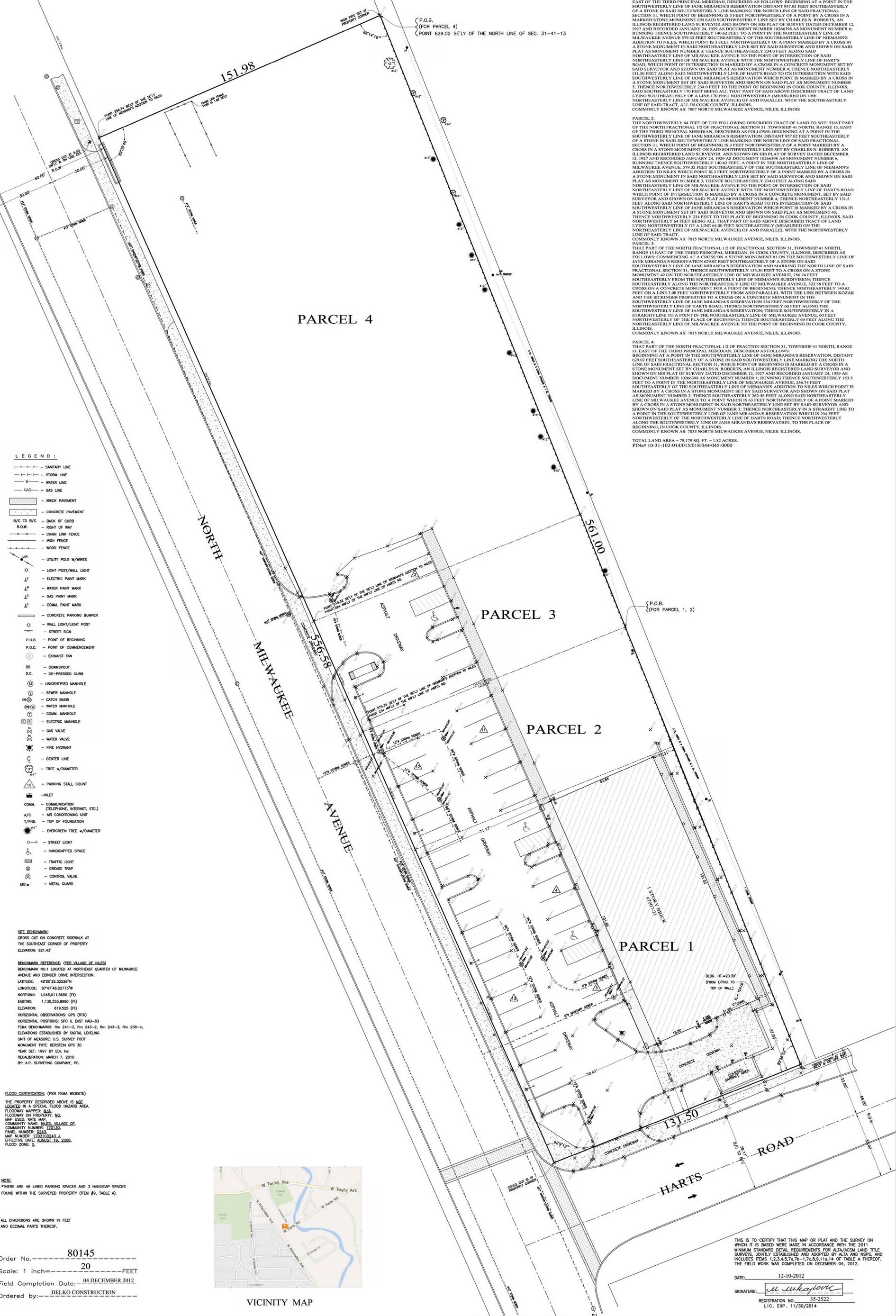
ABSTAIN:

APPROVED by me this 24th day of May, 2016.

President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk



PARCEL 1:
THE SOUTHEASTERLY 170 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT: THAT PART OF THE NORTH FRACTIONAL 1/2 OF FRACTIONAL SECTION 31, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF JANE MIRANDA'S RESERVATION DISTANT 957.02 FEET SOUTHEASTERLY OF A STONE IN SAID SOUTHWESTERLY LINE MARKING THE NORTH LINE OF SAID FRACTIONAL SECTION 31, WHICH POINT OF BEGINNING IS 3 FEET NORTHWESTERLY OF A POINT BY A CROSS IN A MARKED STONE MONUMENT ON SAID SOUTHWESTERLY LINE SET BY CHARLES N. ROBERTS, AN ILLINOIS REGISTERED LAND SURVEYOR AND SHOWN ON HIS PLAT OF SURVEY DATED DECEMBER 12, 1927 AND RECORDED JANUARY 24, 1929 AS DOCUMENT NUMBER 10266398 AS MONUMENT NUMBER 6; RUNNING THENCE SOUTHWESTERLY 140.62 FEET TO A POINT IN THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE 579.52 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF NIEMANN'S ADDITION TO NILES, WHICH POINT IS 3 FEET NORTHWESTERLY OF A POINT MARKED BY A CROSS IN A STONE MONUMENT IN SAID NORTHEASTERLY LINE SET BY SAID SURVEYOR AND SHOWN ON SAID PLAT AS MONUMENT NUMBER 3; THENCE SOUTHEASTERLY 234.0 FEET ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE TO THE POINT OF INTERSECTION OF SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE WITH THE NORTHWESTERLY LINE OF HART'S ROAD, WHICH POINT OF INTERSECTION IS MARKED BY A CROSS IN A CONCRETE MONUMENT SET BY SAID SURVEYOR AND SHOWN ON SAID PLAT AS MONUMENT NUMBER 4; THENCE NORTHWESTERLY 131.50 FEET ALONG SAID NORTHWESTERLY LINE OF HART'S ROAD TO ITS INTERSECTION WITH SAID SOUTHWESTERLY LINE OF JANE MIRANDA'S RESERVATION WHICH POINT IS MARKED BY A CROSS IN A STONE MONUMENT SET BY SAID SURVEYOR AND SHOWN ON SAID PLAT AS MONUMENT NUMBER 5; THENCE NORTHWESTERLY 234.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS, SAID SOUTHEASTERLY 170 FEET BEING ALL THAT PART OF SAID ABOVE DESCRIBED TRACT OF LAND LYING SOUTHWESTERLY OF A LINE 170 FEET NORTHWESTERLY (MEASURED ON THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE) OF AND PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID TRACT, ALL IN COOK COUNTY, ILLINOIS.
COMMONLY KNOWN AS: 7007 NORTH MILWAUKEE AVENUE, NILES, ILLINOIS

PARCEL 2:
THE NORTHWESTERLY 64 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND TO WIT: THAT PART OF THE NORTH FRACTIONAL 1/2 OF FRACTIONAL SECTION 31, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF JANE MIRANDA'S RESERVATION, DISTANT 957.02 FEET SOUTHEASTERLY OF A STONE IN SAID SOUTHWESTERLY LINE MARKING THE NORTH LINE OF SAID FRACTIONAL SECTION 31, WHICH POINT OF BEGINNING IS 3 FEET NORTHWESTERLY OF A POINT MARKED BY A CROSS IN A STONE MONUMENT ON SAID SOUTHWESTERLY LINE SET BY CHARLES N. ROBERTS, AN ILLINOIS REGISTERED LAND SURVEYOR AND SHOWN ON HIS PLAT OF SURVEY DATED DECEMBER 12, 1927 AND RECORDED JANUARY 24, 1929 AS DOCUMENT NUMBER 10266398 AS MONUMENT NUMBER 6; RUNNING THENCE SOUTHWESTERLY 140.62 FEET, A POINT IN THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE 579.52 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF NIEMANN'S ADDITION TO NILES WHICH POINT IS 3 FEET NORTHWESTERLY OF A POINT MARKED BY A CROSS IN A STONE MONUMENT IN SAID NORTHEASTERLY LINE SET BY SAID SURVEYOR AND SHOWN ON SAID PLAT AS MONUMENT NUMBER 3; THENCE SOUTHEASTERLY 234.0 FEET ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE TO THE POINT OF INTERSECTION OF SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE WITH THE NORTHWESTERLY LINE OF HART'S ROAD, WHICH POINT OF INTERSECTION IS MARKED BY A CROSS IN A CONCRETE MONUMENT, SET BY SAID SURVEYOR AND SHOWN ON SAID PLAT AS MONUMENT NUMBER 4; THENCE NORTHWESTERLY 131.50 FEET ALONG SAID NORTHWESTERLY LINE OF HART'S ROAD TO ITS INTERSECTION OF SAID SOUTHWESTERLY LINE OF JANE MIRANDA'S RESERVATION WHICH POINT IS MARKED BY A CROSS IN A STONE MONUMENT SET BY SAID SURVEYOR AND SHOWN ON SAID PLAT AS MONUMENT NUMBER 5; THENCE NORTHWESTERLY 234 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS, SAID NORTHWESTERLY 64 FEET BEING ALL THAT PART OF SAID ABOVE DESCRIBED TRACT OF LAND LYING NORTHWESTERLY OF A LINE 64.00 FEET SOUTHEASTERLY (MEASURED ON THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE) OF AND PARALLEL WITH THE NORTHWESTERLY LINE OF SAID TRACT.
COMMONLY KNOWN AS: 7015 NORTH MILWAUKEE AVENUE, NILES, ILLINOIS.

PARCEL 3:
THAT PART OF THE NORTH FRACTIONAL 1/2 OF FRACTIONAL SECTION 31, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A CROSS ON A STONE MONUMENT #1 ON THE SOUTHWESTERLY LINE OF JANE MIRANDA'S RESERVATION 629.02 FEET SOUTHEASTERLY OF A STONE ON SAID SOUTHWESTERLY LINE OF JANE MIRANDA'S RESERVATION AND MARKING THE NORTH LINE OF SAID FRACTIONAL SECTION 31; THENCE SOUTHWESTERLY 153.50 FEET TO A CROSS ON A STONE MONUMENT #2 ON THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE; THENCE SOUTHEASTERLY FROM THE SOUTHEASTERLY LINE OF NIEMANN'S SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 322.28 FEET TO A CROSS ON A CONCRETE MONUMENT #3; THENCE NORTHWESTERLY 140.62 FEET ON A LINE 3.00 FEET NORTHWESTERLY FROM AND PARALLEL WITH THE LINE BETWEEN KOZAK AND THE SICKNER PROPERTIES TO A CROSS ON A CONCRETE MONUMENT IN THE SOUTHWESTERLY LINE OF JANE MIRANDA'S RESERVATION 234 FEET NORTHWESTERLY OF THE SOUTHWESTERLY LINE OF HART'S ROAD; THENCE NORTHWESTERLY 60 FEET ALONG THE SOUTHWESTERLY LINE OF JANE MIRANDA'S RESERVATION; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 60 FEET NORTHWESTERLY OF THE PLACE OF BEGINNING; THENCE SOUTHEASTERLY 60 FEET ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.
COMMONLY KNOWN AS: 7015 NORTH MILWAUKEE AVENUE, NILES, ILLINOIS.

PARCEL 4:
THAT PART OF THE NORTH FRACTIONAL 1/2 OF FRACTIONAL SECTION 31, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF JANE MIRANDA'S RESERVATION, DISTANT 629.02 FEET SOUTHEASTERLY OF A STONE IN SAID SOUTHWESTERLY LINE MARKING THE NORTH LINE OF SAID FRACTIONAL SECTION 31, WHICH POINT OF BEGINNING IS MARKED BY A CROSS IN A STONE MONUMENT SET BY CHARLES N. ROBERTS, AN ILLINOIS REGISTERED LAND SURVEYOR AND SHOWN ON HIS PLAT OF SURVEY DATED DECEMBER 12, 1927 AND RECORDED JANUARY 24, 1929 AS DOCUMENT NUMBER 10266398 AS MONUMENT NUMBER 1; RUNNING THENCE SOUTHWESTERLY 153.50 FEET TO A POINT IN THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 256.74 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF NIEMANN'S ADDITION TO NILES WHICH POINT IS MARKED BY A CROSS IN A STONE MONUMENT SET BY SAID SURVEYOR AND SHOWN ON SAID PLAT AS MONUMENT NUMBER 2; THENCE SOUTHEASTERLY 262.58 FEET ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE TO A POINT WHICH IS 63 FEET NORTHWESTERLY OF A POINT MARKED BY A CROSS IN A STONE MONUMENT IN SAID NORTHEASTERLY LINE SET BY SAID SURVEYOR AND SHOWN ON SAID PLAT AS MONUMENT NUMBER 3; THENCE NORTHEASTERLY IN A STRAIGHT LINE TO A POINT IN THE SOUTHWESTERLY LINE OF JANE MIRANDA'S RESERVATION WHICH IS 294 FEET NORTHWESTERLY OF THE NORTHWESTERLY LINE OF HART'S ROAD; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF JANE MIRANDA'S RESERVATION, TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.
COMMONLY KNOWN AS: 7035 NORTH MILWAUKEE AVENUE, NILES, ILLINOIS.

TOTAL LAND AREA - 79,179 SQ. FT. - 1.82 ACRES.
PINS# 10-31-102-014/015/018/044/045-0000

- LEGEND:
- SANITARY LINE
- STORM LINE
- W --- WATER LINE
- GAS LINE
- BRICK PAVEMENT
- CONCRETE PAVEMENT
- B/C TO B/C --- BACK OF CURB
- R.O.W. --- RIGHT OF WAY
- CHAIN LINK FENCE
- IRON FENCE
- WOOD FENCE
- UP --- UTILITY POLE W/WIRES
- ☆ --- LIGHT POST/WALL LIGHT
- ⊥ --- ELECTRIC PAINT MARK
- ⊥ --- WATER PAINT MARK
- ⊥ --- GAS PAINT MARK
- ⊥ --- COMM. PAINT MARK
- CONCRETE PARKING BUMPER
- ☆ --- WALL LIGHT/LIGHT POST
- STREET SIGN
- P.O.B. --- POINT OF BEGINNING
- P.O.C. --- POINT OF COMMENCEMENT
- ⊙ --- EXHAUST FAN
- DS --- DOWNSPOUT
- D.C. --- DE-PRESSED CURB
- ⊙ --- UNIDENTIFIED MANHOLE
- ⊙ --- SEWER MANHOLE
- ⊙ --- CATCH BASIN
- ⊙ --- WATER MANHOLE
- ⊙ --- COMM. MANHOLE
- ⊙ --- ELECTRIC MANHOLE
- ⊙ --- GAS VALVE
- ⊙ --- WATER VALVE
- ⊙ --- FIRE HYDRANT
- ⊙ --- CENTER LINE
- ⊙ --- TREE w/DIAMETER
- ⊙ --- PARKING STALL COUNT
- INLET
- COMM. --- COMMUNICATION (TELEPHONE, INTERNET, ETC.)
- A/C --- AIR CONDITIONING UNIT
- T/FND --- TOP OF FOUNDATION
- ⊙ --- EVERGREEN TREE w/DIAMETER
- ⊙ --- STREET LIGHT
- ⊙ --- HANDICAPPED SPACE
- ⊙ --- TRAFFIC LIGHT
- ⊙ --- GREASE TRAP
- ⊙ --- CONTROL VALVE
- MC --- METAL GUARD

SITE BENCHMARK:
CROSS OUT ON CONCRETE SIDEWALK AT THE SOUTHEAST CORNER OF PROPERTY
ELEVATION: 621.43'

BENCHMARK REFERENCE (PER VILLAGE OF NILES)
BENCHMARK NO. 1, LOCATED AT NORTHEAST QUARTER OF MILWAUKEE AVENUE AND EDINGER DRIVE INTERSECTION.
LATITUDE: 42°00'25.32526"N
LONGITUDE: 87°47'46.02773"W
NORTHING: 1,845,611.5650 (FT)
EASTING: 1,130,255.8980 (FT)
ELEVATION: 619.525 (FT)

HORIZONTAL OBSERVATIONS: GPS (RTK)
HORIZONTAL POSITIONS: SPC 1, EAST NAD-83
FEMA BENCHMARKS: Rm 241-3, Rm 242-2, Rm 243-3, Rm 236-4.
ELEVATIONS ESTABLISHED BY DIGITAL LEVELING
UNIT OF MEASURE: U.S. SURVEY FOOT
MONUMENT TYPE: BERSTEIN GPS 30
YEAR SET: 1997 BY EDL, INC.
RECALIBRATION: MARCH 7, 2010
BY: A.P. SURVEYING COMPANY, PC.

FLOOD CERTIFICATION: (PER FEMA WEBSITE)
THE PROPERTY DESCRIBED ABOVE IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.
FLOODWAY MAPS: N/A
FLOODWAY ON PROPERTY: NO
MAP ISSUE DATE: N/A
COMMUNITY NAME: NILES, VILLAGE OF
COMMUNITY NUMBER: 170130
PANEL NUMBER: 0243
MAP NUMBER: 126310243_0
EFFECTIVE DATE: AUGUST 18, 2008
FLOOD ZONE: X

NOTE:
*THERE ARE 46 LINED PARKING SPACES AND 3 HANDICAP SPACES FOUND WITHIN THE SURVEYED PROPERTY (ITEM #9, TABLE A).



Order No. **80145**
Scale: 1 inch = **20** FEET
Field Completion Date: **04 DECEMBER 2012**
Ordered by: **DELKO CONSTRUCTION**

VICINITY MAP

DATE: **12-10-2012**
SIGNATURE: *M. Sukaporn*
REGISTRATION NO. **35-2522**
L.I.C. EXP. **11/30/2014**

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1,2,3,4,5,7,6,7b-1,7c,8,9,11,14 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON OCTOBER 04, 2012.



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Supporting a Class 7b Tax Classification for Niles Investment LLC for the Property Located at 7025-7049 N. Milwaukee Avenue

Meeting Date 5/24/2016 Item Number 7
Requested Charles Ostman, Director of Community Action RESOLUTION
by Development Requested
Prepared by Ross Klicker, Economic Development Coordinator Assigned to: Trustee LoVerde

ATTACHMENTS:

Table with 2 columns: Type, Description. Rows include Resolution and Department Memo.

MOTION

I move for Board approval of a Resolution supporting a Class 7b tax classification for Niles Investment LLC for the property located at 7025-7049 N. Milwaukee Avenue.

REASON FOR REQUEST / BACKGROUND

The Finance Committee reviewed this request for 7b Tax Classification at their May 18, 2016 meeting. The request, if approved, would allow for the construction of a 6,760 square foot retail space and a 6,000 square foot restaurant site.

Will this action involve an expenditure of funds? [No]

If yes, is this a budgeted item? [No]

ORG# [] Total Amount for Approval []
ACCT# [] Budget Amount []
Variance []

RESOLUTION 2016-

RESOLUTION SUPPORTING A CLASS 7b TAX CLASSIFICATION FOR NILES INVESTMENTS LLC FOR PROPERTY LOCATED AT 7025-7049 N. MILWAUKEE AVENUE, NILES, ILLINOIS

WHEREAS, Niles Investments LLC (“Petitioner”), would like to take advantage of the Cook County 7b Classification Tax Incentive Program to develop the currently vacant site located at 7025-7049 N. Milwaukee Avenue, Niles, Illinois; and

WHEREAS, the Petitioner’s development will add value to the real property, resulting in an increased taxable value at full assessment; and

WHEREAS, the Petitioner intends to construct a modern inline retail development and a quick service restaurant which will provide value to the community; and

WHEREAS, in order to obtain a Class 7b incentive abatement, Petitioner requires a resolution from the Village of Niles approving the property as appropriate for the Class 7b incentive reduction; and

WHEREAS, after staff review and recommendation, the President and Board of Trustees of the Village of Niles have determined that the proposed new buildings will enhance employment opportunities and increase economic activity in the area; and

WHEREAS, the Village of Niles has determined that the incentive provided by a Class 7b classification is necessary for development to occur on the property and the President and Board of Trustees of the Village of Niles consent to the Class 7b application to the Cook County Assessor.

NOW, THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby approve the following:

SECTION 1: That the development of 7025-7049 N. Milwaukee Ave., Niles, Illinois, is appropriate for incentive abatement pursuant to Class 7b of the Cook County Real Property Assessment Classification Ordinance as amended.

SECTION 2: That the Village of Niles supports and consents to this Class 7b tax abatement for the parcel and finds the Class 7b necessary for development to occur on the subject property.

SECTION 3: That this Resolution shall be in full force and effect from and after its adoption and passage in the manner provided by law.

SECTION 4: That the Village Clerk is directed to prepare a certified copy of this Resolution and to forward the same to Petitioner.

PASSED: This 24th day of May, 2016

YEAS:

NAYS:

ABSENT:

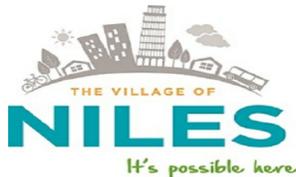
ABSTAIN:

APPROVED by me this 24th day of May, 2016.

President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Authorizing a Class 7b Incentive Agreement with Niles Investment LLC for the Property Located at 7025-7049 N. Milwaukee Avenue

Meeting Date 5/24/2016 Item Number 8
Requested Charles Ostman, Director of Community Action RESOLUTION
by Development Requested
Prepared by Ross Klicker, Economic Development Coordinator Assigned to: Trustee LoVerde

ATTACHMENTS:

Table with 2 columns: Type, Description. Rows include Resolution and Agreement.

MOTION

I move for Board approval of a Resolution authorizing a Class 7b incentive agreement with Niles Investment LLC for the property located at 7025-7049 N. Milwaukee Avenue.

REASON FOR REQUEST / BACKGROUND

The Finance Committee reviewed this matter at their May 18, 2016 meeting. This agreement will allow the Village to "claw back" the 7b Tax Classification should the developer fail to do what is promised in the application packet.

Will this action involve an expenditure of funds? [No]

If yes, is this a budgeted item? [No]

ORG# [] Total Amount for Approval []
ACCT# [] Budget Amount []
Variance []

RESOLUTION 2016-

RESOLUTION AUTHORIZING A CLASS 7b INCENTIVE AGREEMENT WITH NILES INVESTMENTS LLC FOR THE PROPERTY LOCATED AT 7025-7049 NORTH MILWAUKEE AVENUE, NILES, ILLINOIS

WHEREAS, the planned development of 7025-7049 North Milwaukee Ave., Niles, Illinois, is appropriate for incentive abatement pursuant to Class 7b of the Cook County Real Property Assessment Classification Ordinance as amended; and

WHEREAS, the Village of Niles supports and consents to this Class 7b tax abatement for the parcel and finds the Class 7b necessary for development to occur on the subject property as approved on May 24, 2016 by Resolution; and

WHEREAS, pursuant to the Village's policy requirements and standards for consenting to Class 7b Classification applications, each applicant for a Class 7b Classification must enter into an agreement with the Village to comply with certain terms and conditions.

NOW, THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the President or his designee of the Village of Niles to execute this Class 7b Incentive Agreement with Niles Investments LLC.

PASSED: This 24th day of May, 2016

YEAS:

NAYS:

ABSENT:

ABSTAIN:

APPROVED by me this 24th day of May, 2016.

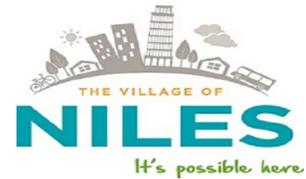
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Authorizing a Contractual Agreement with Hey and Associates, Inc., to Provide the Village with On-Call Construction Engineering Services for the Cleveland Corridor Sewer Improvements Project

Meeting Date 5/24/2016

Item Number 9

Requested by Mary Anderson, Director of Public Services

Action Requested RESOLUTION

Prepared by Tom Powers, Village Engineer

Assigned to: Trustee Matyas

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Agreement	Proposal

MOTION

I move for Board approval of a Resolution authorizing a contractual agreement with Hey and Associates, Inc., to provide the Village with on-call construction engineering services for the Cleveland Corridor Sewer Improvements project.

REASON FOR REQUEST / BACKGROUND

The construction management for the Cleveland sewer project will be handled by in-house engineers. However, due to the size and complexity of the project, Hey and Associates will be involved to provide construction support services, including but not limited to responding to Requests For Information, shop drawing review, completion of IEPA paperwork, and design revisions related to field conditions. Due to Hey and Associates extensive history working on the Cleveland design, they are uniquely qualified to provide these support services for the Cleveland Project and, therefore, staff is requesting a waiver of the Request For Proposals requirement within the Purchasing policy.

Will this action involve an expenditure of funds? Yes

If yes, is this a budgeted item? Yes

ORG#	<input type="text" value="5060"/>	Total Amount for Approval	<input type="text" value="\$50,000"/>
ACCT#	<input type="text" value="3810"/>	Budget Amount	<input type="text" value="\$50,000"/>
		Variance	<input type="text" value="\$0"/>

RESOLUTION 2016-

RESOLUTION AUTHORIZING A CONTRACTUAL AGREEMENT WITH HEY AND ASSOCIATES, INC., TO PROVIDE ON-CALL CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR THE CLEVELAND CORRIDOR SEWER IMPROVEMENTS PROJECT

WHEREAS, Hey and Associates, Inc., will provide the Village with on-call construction management support services for the Cleveland Corridor Sewer Improvements project.

NOW, THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the President or his designee of the Village of Niles to execute a contractual agreement with Hey and Associates, Inc.

PASSED: This 24th day of May, 2016

YEAS:

NAYS:

ABSENT:

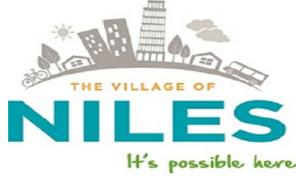
ABSTAIN:

APPROVED by me this 24th day of May, 2016.

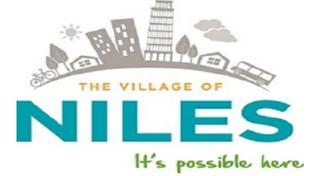
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Authorizing a Contractual Agreement with Alfred G. Ronan, Ltd. for Lobbying Services

Meeting Date 5/24/2016

Item Number 10

Requested by General Government

Action Requested RESOLUTION

Prepared by Steven C. Vinezeano, Village Manager

Assigned to: Trustee Alpogianis

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Agreement	Lobbying Services Agreement

MOTION

I move for Board approval of a Resolution authorizing a contractual agreement with Alfred G. Ronan, Ltd. for lobbying services from May 1, 2016 through April 30, 2017 in the amount of \$54,000.

REASON FOR REQUEST / BACKGROUND

This contract is a renewal from the previous fiscal year and has been reduced from \$60,000 to \$54,000.

Will this action involve an expenditure of funds? Yes

If yes, is this a budgeted item? Yes

ORG# Total Amount for Approval

ACCT# Budget Amount

Variance

RESOLUTION 2016-

RESOLUTION AUTHORIZING A CONTRACTUAL AGREEMENT WITH ALFRED G. RONAN, LTD. FOR LOBBYING SERVICES ON BEHALF OF THE VILLAGE OF NILES

WHEREAS, the Village of Niles wishes to retain Alfred G. Ronan, Ltd. to perform certain lobbying services on behalf of the Village of Niles and its subsidiaries in the State of Illinois; and

WHEREAS, Alfred G. Ronan, Ltd., has represented to the Village of Niles that it is capable and is willing to undertake the performance of lobbying services in the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the President or his designee of the Village of Niles to execute an agreement with Alfred G. Ronan, Ltd.

PASSED: This 24th day of May, 2016

YEAS:

NAYS:

ABSENT:

ABSTAIN:

APPROVED by me this 24th day of May, 2016.

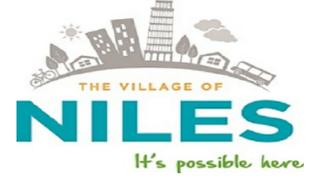
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Authorizing a Contract with Taser International for the Purchase of Twenty (20) X26P Tasers

Meeting Date 5/24/2016

Item Number 11

Requested by Dennis McEnerney, Police Chief

Action Requested RESOLUTION

Prepared by Dennis McEnerney, Police Chief

Assigned to: Trustee Strzelecki

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Agreement	Taser 60 Plan-Terms and Conditions
<input type="checkbox"/> Backup Material	Taser Quote Q-65767-1

MOTION

I move for Board approval of a Resolution authorizing a contract with Taser International for the purchase of twenty (20) X26P Tasers in the amount of \$23,599.96 over a five-year period.

REASON FOR REQUEST / BACKGROUND

The current Tasers used by the Police Department are no longer supported by Taser International. The total cost of new Tasers includes shipping and trade-in value. The amount due for the first year of the contract will be \$2,280 (plus shipping \$199.96), and \$5,280 for the next four consecutive years.

Will this action involve an expenditure of funds? Yes

If yes, is this a budgeted item? Yes

ORG# <input type="text" value="1321"/>	Total Amount for Approval	<input type="text" value="\$2,479.96"/>
ACCT# <input type="text" value="3630"/>	Budget Amount	<input type="text" value="\$6,000.00"/>
	Variance	<input type="text" value="\$3,520.04"/>

RESOLUTION 2016-

RESOLUTION AUTHORIZING A CONTRACT WITH TASER INTERNATIONAL FOR THE PURCHASE OF TWENTY (20) X26P TASERS

WHEREAS, the Niles Police Department will purchase twenty (20) X26P Tasers as a replacement for Tasers no longer supported or serviced by Taser International, Inc.; and

WHEREAS, the President and Board of Trustees have determined that entering into the Contract with Taser International, Inc., will serve and be in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the President or his designee of the Village of Niles to execute the contract with Taser International, Inc.

PASSED: This 24th day of May, 2016

YEAS:

NAYS:

ABSENT:

ABSTAIN:

APPROVED by me this 24th day of May, 2016.

President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk

TASER International, Inc.'s TASER 60 Terms and Conditions

These TASER 60 Terms and Conditions (**Agreement**) apply to your purchase under the TASER 60 Plan. TASER 60 provides CEW hardware extended warranty coverage, Spare CEW Products, and CEW accessories. TASER 60 only applies to the TASER CEW Product and accessories listed in the Quote.

TASER 60 Term. TASER 60 Term start date is based upon the shipment date of the hardware covered under TASER 60. If shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month. The TASER 60 Term will end 5 years after the start date (**Term**). To continue TASER 60 after the end of the Term, the Agency must renew TASER 60 for an additional 5 years.

Payment Terms. Invoices are due to be paid within 30 days of the date of invoice. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.

Taxes. Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

Shipping: Title; Risk of Loss; Rejection. TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by TASER. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only.

Returns. All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

Hardware Limited Warranty. TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

Warranty Limitations.

The warranties do not apply and TASER will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and TASER

disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

TASER's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

Warranty Returns. If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option. For warranty return and repair procedures, including troubleshooting guides, please go to TASER's website www.taser.com/support.

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

TASER 60 Warranty Coverage. TASER 60 includes extended warranty coverage described in the Hardware Limited Warranty. TASER 60 warranty coverage starts at the beginning of the Term and continues as long as the Agency continues to pay the required annual fees for TASER 60 during the Term. The Agency may not have both an optional extended warranty and TASER 60 on the TASER CEW product.

Spare Product. For orders of more than 30 units, TASER will provide a predetermined number of Spare Product for the TASER CEW hardware listed in the Quote ("Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the warranty coverage, during the Term with the same product or a like product, at TASER's sole option. Within 30 days of the end of the Term, the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER.

Product Warnings. See our website at www.TASER.COM for the most current product warnings.

Design Changes. TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

TASER 60 Termination. If an invoice for TASER 60 is more than 30 days past due, then TASER may terminate TASER 60. TASER will provide notification that TASER 60 coverage is terminated.

Once TASER 60 coverage is terminated for any reason, then:

TASER International, Inc.'s TASER 60 Terms and Conditions

1. TASER 60 coverage will terminate as of the date of termination and no refunds will be given.
2. The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Products received before the termination date. In the case of termination for non-appropriations, TASER will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to TASER within 30 days of the date of termination.
3. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TASER 60. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 plan.

Excusable Delays. TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.

Proprietary Information. The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

Import and Export Compliance. In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.

Assignment. The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of TASER.

Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining

Governing Law; Venue. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

Entire Agreement. This Agreement and the quote provided by TASER, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax:

Nick Zakula
 (847) 588-6500
 (847) 588-6550
 njz@vniles.com



Quotation

Quote: Q-65767-1
Date: 4/14/2016 3:08 PM
Quote Expiration: 6/30/2016
Contract Start Date*: 4/14/2016
Contract Term: 1 year

AX Account Number:
 113442

Bill To:
 Niles Police Dept. - IL
 7000 WEST TOUHY AVENUE
 Niles, IL 60714
 US

Ship To:
 Nick Zakula
 Niles Police Dept. - IL
 7000 WEST TOUHY AVENUE
 Niles, IL 60714
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kevin Knudsen	480-905-2061	kknudsen@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Net 30/ 1st year

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
20	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
20	85181	TASER 60 YEAR 1 PAYMENT: X26P BASIC	USD 264.00	USD 5,280.00	USD 3,000.00	USD 2,280.00
20	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
20	22010	PPM, BATTERY PACK, STANDARD, X2/ X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	44205	Cartridge - Simulation	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Net 30/ 1st year Total Before Discounts:						USD 5,280.00
Net 30/ 1st year Discount:						USD 3,000.00
Net 30/ 1st year Net Amount Due:						USD 2,280.00

2nd Year

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
20	85182	TASER 60 YEAR 2 PAYMENT: X26P BASIC	USD 264.00	USD 5,280.00	USD 0.00	USD 5,280.00
2nd Year Total Before Discounts:						USD 5,280.00
2nd Year Net Amount Due:						USD 5,280.00

3rd Year

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
20	85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC	USD 264.00	USD 5,280.00	USD 0.00	USD 5,280.00
3rd Year Total Before Discounts:						USD 5,280.00
3rd Year Net Amount Due:						USD 5,280.00

4th Year

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
20	85184	TASER 60 YEAR 4 PAYMENT: X26P BASIC	USD 264.00	USD 5,280.00	USD 0.00	USD 5,280.00
4th Year Total Before Discounts:						USD 5,280.00
4th Year Net Amount Due:						USD 5,280.00

5th Year

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
20	85185	TASER 60 YEAR 5 PAYMENT: X26P BASIC	USD 264.00	USD 5,280.00	USD 0.00	USD 5,280.00
5th Year Total Before Discounts:						USD 5,280.00
5th Year Net Amount Due:						USD 5,280.00

Subtotal	USD 23,400.00
Estimated Shipping & Handling Cost	USD 199.96
Grand Total	USD 23,599.96

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

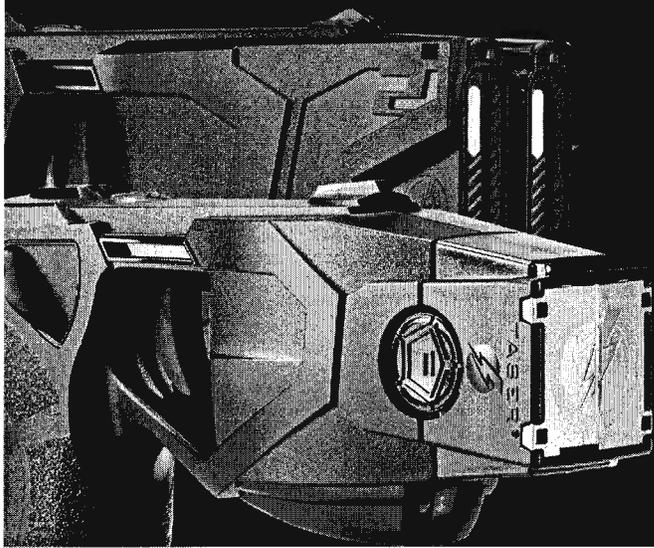
Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (if needed):	_____		

Quote: Q-65767-1

Please sign and email to Kevin Knudsen at kknudsen@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

‘Protect Life’ and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.
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TASER 60

CEW PRICING PLAN

Avoid large capital expenditures and turn your TASER CEW program into a budget line item with our TASER 60 program.

■ WHAT IS TASER 60?

With the availability of asset forfeiture funds in question, we know how difficult it can be to prepare for major capital expenditures. TASER 60 offers you a clean solution, letting you pay in installments* for each Smart Weapon over 5 years.

■ HOW DOES IT WORK?

Basic: For \$22 (X26P) or \$26 (X2) a month, you'll receive one Smart Weapon under warranty, one battery, on-site spares**, a holster, and two training cartridges.

Premium: For \$31 (X26P) or \$36 (X2) a month, you'll receive those items, plus an additional battery and two duty cartridges (receiving four total cartridges per user each subsequent year).

■ WHY TASER 60?

- Avoid large capital expenditures as asset forfeiture funding remains in question
- Turn your CEW purchase into a service line item
- Achieve budget predictability
- Protect yourself with the latest Smart Weapon technology, under warranty

■ WANT TO LEARN MORE?

Contact your sales representative, or visit taser.com/taser60.

*As part of the TASER 60 program, you will be billed on an annual basis for your purchase.

**Onsite spare devices are provided with the purchase of 30 or more devices.

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Outright purchase	
(1) X26P	\$931.45
(1) Battery	\$56.41
(1) Holster	\$55.11
(2) Training Cartridges	\$45.96
(1) Extended Warranty	\$287.68
Sub Total	\$1,376.61
Trade in	-\$150.00
Grand Total	\$1,226.61

TASER 60 Plan	
(1) X26P	Built into package
(1) Battery	Built into package
(1) Holster	Built into package
(2) Training cartridges	Built into package
(1) Extended warranty	Built into package
Sub Total	\$1,320.00
Trade in	-\$150.00
Grand Total	\$1,170.00

$X 20 = 23,400.00$
 FKT 199.96
 23,599.96

Bus, Susan

From: Zakula, Nicholas
Sent: Friday, April 29, 2016 12:03 PM
To: Bus, Susan
Subject: FW: TASER 60
Attachments: Product Card - TASER 60 (1).pdf; TASER 60 Vs. Outright Purchase.xlsx

See below email and attachments please.

From: Kevin Knudsen [kknudsen@taser.com]
Sent: Friday, April 29, 2016 9:01 AM
To: Zakula, Nicholas
Subject: RE: TASER 60

Hello!

No problem at all. **This plan does not have finance charges.** I have attached a quick spreadsheet showing the cost difference between the outright purchase vs. a TASER 60 purchase. The TAESR 60 purchase is in fact cheaper 😊 Please note that the spreadsheet does not include any shipping as reflected in the quote. Also please note, the trade up program is valid only until June 30th. I would need the signed quote back to me at least a day or two before the deadline to secure the trade in discount.

Thank you!

Kevin Knudsen
Business Development (MO, IL, KY)
Direct: 480.905.2061
Fax: 480.378.6269

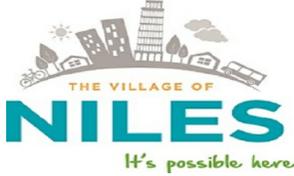
TASER | Axon
Protect Life. Protect Truth.

From: Zakula, Nicholas [mailto:njz@vniles.com]
Sent: Thursday, April 28, 2016 3:35 PM
To: Kevin Knudsen <kknudsen@taser.com>
Subject: FW: TASER 60

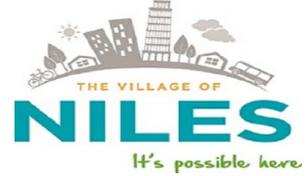
Kevin,

Please read the below questions from our finance department and send me a document I can submit to them as well as the Taser 60 plan information. This will need to accompany the Chief at the Village Board meeting to gain approval.

Thanks.



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Authorizing a Contractual Agreement with GovHR USA to Provide Contract Negotiation Services

Meeting Date 5/24/2016 Item Number 12
Requested by Steven Vinezeano, Village Manager Action Requested RESOLUTION
Prepared by Hadley Skeffington-Vos, Assistant Village Manager Assigned to: Trustee Alpogianis

ATTACHMENTS:

Table with 2 columns: Type, Description. Rows include Resolution and Backup Material.

MOTION

I move for Board Approval of a Resolution authorizing a contractual agreement with GovHR USA to provide contract negotiation services.

REASON FOR REQUEST / BACKGROUND

With the pending retirements of key staff and a strong interest for an experienced independent union negotiator, staff recommends the services of GovHR USA to provide comprehensive assistance with the Village's collective bargaining efforts.

Will this action involve an expenditure of funds? Yes
If yes, is this a budgeted item? Yes
ORG# 1040 Total Amount for Approval \$20,000
ACCT# 3350 Budget Amount \$27,000
Variance \$7,000

RESOLUTION 2016-

RESOLUTION AUTHORIZING A CONTRACTUAL AGREEMENT WITH GOVHR USA TO PROVIDE A COMPREHENSIVE ASSISTANCE WITH COLLECTIVE BARGAINING EFFORTS FOR THE VILLAGE OF NILES

WHEREAS, GovHR USA will provide the Village with a comprehensive with collective bargaining efforts.

NOW, THEREFORE, BE IT RESOLVED that the President and Board of Trustees of the Village of Niles, Cook County, Illinois, do hereby authorize the President or his designee of the Village of Niles to execute a contractual agreement with GovHR USA.

PASSED: This 24th day of May, 2016

YEAS:

NAYS:

ABSENT:

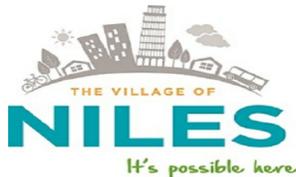
ABSTAIN:

APPROVED by me this 24th day of May, 2016.

President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 24th day of May, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Authorization of Use of the Municipal Partnering Initiative Contractual Pricing with Patriot Paving for Crack Sealing

Meeting Date: 5/24/2016, Item Number: 13, Requested by: Mary Anderson, Public Services Director, Action Requested: REQUEST FOR BOARD APPROVAL, Prepared by: Fred Braun, Streets Superintendent, Assigned to: Trustee Matyas

ATTACHMENTS:

Table with 2 columns: Type, Description. Includes Backup Material (MPI Crack Sealing Bid TAB) and Department Memo (Patriot Pavement Contract).

MOTION

I move for Board approval to authorize the use of the Municipal Partnering Initiative (MPI) contractual pricing pursuant to Government Joint Purchasing Act, 30 ILCS 525/0.01, et. seq., with Patriot Paving for crack sealing in the amount of \$20,000.

REASON FOR REQUEST / BACKGROUND

Crack sealing is used to extend the life of paved roads. The sealant fills the cracks, preventing water from entering and freezing which causes more damage and potholes. The Matrix Study also recommended crack sealing to extend pavement life, as did the Pavement Management Study completed by the Village last year. This contract was bid out and awarded via the Municipal Partnering Initiative. The amount to be spent will not exceed the budgeted level of funds, which is \$20,000.

Will this action involve an expenditure of funds? Yes

If yes, is this a budgeted item? Yes

ORG# 1430 Total Amount for Approval \$20,000.00

ACCT# 3810 Budget Amount \$20,000.00

Variance \$0

**VILLAGE OF ARLINGTON HEIGHTS, EVANSTON, GLENVIEW, MT. PROSPECT, NILES, NORTHFIELD, ROLLING
MEADOWS, SKOKIE AND WILMETTE
Bid Tabulation Sheet
2016 CRACK SEALING PROGRAM**

The following bids were publicly opened on March 16, 2016, at 11:00 A.M., in the Village of Arlington Heights Municipal Building, 33 S Arlington Heights Road, Arlington Heights, Illinois 60005.

BIDDER	Bid Bond	Adden. #1	Crack Sealant 1 year	Crack Sealant 2 year	Crack Sealant 3 year	Liquid Asphalt 1 year	Liquid Asphalt 2 year	Liquid Asphalt 3 year
Behm Pavement Crystal Lake, IL	Yes	Yes	\$1.269	\$1.269	\$1.269	\$1.30	\$1.30	\$1.30
Denler Inc. Mokena, IL	Yes	Yes	\$1.245	\$1.29	\$1.325	\$1.30	\$1.365	\$1.395
Patriot Pavement Des Plaines, IL	Yes	Yes	\$1.17	\$1.17	\$1.19	\$1.19	\$1.19	\$1.19
SKC Construction West Dundee, IL	Yes	Yes	\$1.31	\$1.35	\$1.39	\$1.37	\$1.42	\$1.46

Notice: This is a preliminary summary of the bids as they were opened and announced at the bid opening. Bid prices have not been verified and are subject to change in the event mathematical errors are discovered during bid review. Other information contained in this summary is also subject to review.

Village of Arlington Heights
 33 S. Arlington Heights Road
 Arlington Heights, IL 60005

COPIES: One (1) original & eight (8) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: Patriot Pavement Maintenance
 Address: 825 Seagrass Rd
 City, State, Zip Code: DES PLAINES, IL 60016

Crack Sealing Services

I. BASE BID ITEMS

A. CRACK SEALANT FOR ASPHALT PER THE SPECIFICATIONS IDENTIFIED HEREIN

	Description	Est. Qty.	Unit	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price
1	Rubberized Crack Sealant	398,491	Lb	\$ <u>1.17</u>	\$ <u>1.17</u>	\$ <u>1.19</u>
2	Fiberized Liquid Asphalt	As needed	Lb	\$ <u>1.19</u>	\$ <u>1.19</u>	\$ <u>1.19</u>
TOTAL BASE BID PRICE PER YEAR:				\$ <u>466,234.47</u>	\$ <u>466,234.41</u>	\$ <u>474,204.29</u>

B. ADDITIONAL PRICING AND DISCOUNTS

	Description	Unit	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price
3	Sweeper with disposal at the Municipal facility	Per hour	\$ <u>110.00</u>	\$ <u>110.00</u>	\$ <u>110.00</u>
4	Sweeper with disposal performed by contractor	Per hour	\$ <u>110.00</u>	\$ <u>110.00</u>	\$ <u>110.00</u>
5	Total discount for each municipality willing to stage equipment at municipal facilities	Per town	(\$ <u>N/A</u>)	(\$ <u>N/A</u>)	(\$ <u>N/A</u>)

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE FIRST YEAR TOTAL BID.

All work under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: Matt Solla Company Name: Patriot Pavement Maintenance
 Typed/Printed Name: Matt Sollans Date: March 16, 2016
 Title: PRESIDENT Telephone Number: 847-813-9034
 E-mail: Matt@patriotpavement.net

VILLAGE OF ARLINGTON HEIGHTS
AND THE MUNICIPALITIES OF EVANSTON, GLENVIEW, MT. ROSPECT, NILES, NORTHFIELD,
ROLLING MEADOWS, SKOKIE AND WILMETTE
PUBLIC WORKS DEPARTMENT
SPECIFICATIONS FOR

CRACK SEALING SERVICES
ADDENDUM NO. 1 – Dated 3/2/16

The following addendum is issued and made part of the bidding and contract documents for this bid. **The bidder shall acknowledge receipt of this addendum and inclusion in the bid by signing below and including with the submitted bid documents in your sealed envelope.**

Reference and Add APPENDIX B:

1. Attach/Insert APPENDIX B after APPENDIX A (Technical Terms and Conditions) at the end of the original bid documents.
2. APPENDIX B references (Page 2). Under BASE BID ITEMS
 - A. CRACK SEALANT FOR ASPHALT PER THE SPECIFICATIONS IDENTIFIED HEREIN
#2 Fiberized Liquid Asphalt-Reference APPENDIX B

Receipt of addendum must be acknowledged.

The Bidder must sign and return this addendum with all bid documents due at the bid opening date of March 16, 2016 @ 11:00 a.m..

Patriot Pavement Maintenance

Bidder

March 14, 2016

Date

Matt Galloway

Agent



Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Patriot Pavement Maintenance
825 Seegers Road, Ste F
Des Plaines, IL 6006

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company
100 William Street
New York, NY 10038

OWNER:

(Name, legal status and address)

Village of Arlington Heights
33 S. Arlington Heights Road
Arlington Heights, IL 60005

BOND AMOUNT: \$ Five Percent of Accompanying Bid—(5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)

"Crack Sealing Services" For: Arlington Hts.,
Evanston, Glenview, Mt. Prospect, Northfield,
Rolling Meadows, and Wilmette

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or

Init.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Kevin J. Scanlon, Richard L. McWethy, Gary A. Eaton, Jr., Robert W. Kegley, Jr. of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly signed, on this 13th day of November, 2014 at New York, New York.



Attest: Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By Michael P. Gleeson, Senior Vice President

STATE OF NEW YORK COUNTY OF NEW YORK SS.

On the 13th day of November, 2014, before me personally came Michael P. Gleeson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY, Notary Public, State of New York, No. 01MU6867553, Qualified in Nassau County, Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed"

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 16th day of March, 2016

By Dina Daskalakis, Corporate Secretary



CONTRACTOR REFERENCES

Please list five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality:

Round Lake Beach

Address:

1937 N. Municipal Way

City, State, Zip Code:

Round Lake Beach, IL

Contact Person/

Telephone Number:

Chris Gheyson - 847-325-7319

Dates of Service/Award

Amount:

9/2015 \$41,000.00

Municipality:

Carpentersville

Address:

1200 L.W. Besinger Dr.

City, State, Zip Code:

Carpentersville, IL 60110

Contact Person/Telephone

Number:

Bob Cole - 224-293-1600

Dates of Service/Award

Amount:

9/2015 - \$60,000.00

Municipality:

Orland Park

Address:

14700 Ravinia Ave

City, State, Zip Code:

Orland Park, IL 60462

Contact Person/Telephone

Number:

Rich Rittenbacher - 708-403-6350

Dates of Service/Award

Amount:

6/2015 - \$150,000.00

Municipality:

Hawthorn Woods

Address:

2 Lagoon Dr.

City, State, Zip Code:

Hawthorn Woods, IL 60047

Contact Person/Telephone

Number:

Erica Frable - 847-540-5223

Dates of Service/Award

Amount:

9/2015 - \$49,880.00

Municipality:

Lake Zurich

Address:

70 East Main Street

City, State, Zip Code:

Lake Zurich, IL

Contact Person/Telephone

Number:

Mike Brown - 847-540-5066

Dates of Service/Award

Amount:

10/2015 - \$64,454.00

DISQUALIFICATION OF CERTAIN BIDDERS

(i)

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

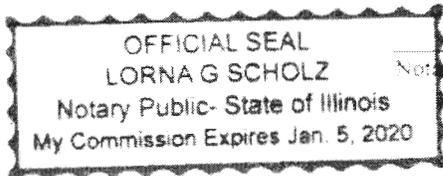
By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

[Handwritten Signature]

(Signature of Offeror if the Offeror is an Individual)
(Signature of Partner if the Offeror is a Partnership)
(Signature of Officer if the Offeror is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 16th day of March, 2016



[Handwritten Signature]
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

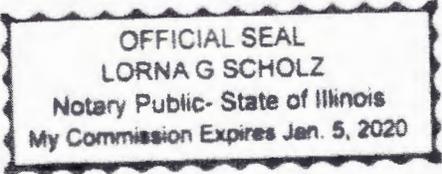
Maths Sollars, being first duly sworn,
deposes and says that he is President
(Partner, Officer, Owner, Etc.)
of Patriot Pavement Maintenance
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.
The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Maths Sollars President
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 16 day of March, 2016

Lorna Scholz
Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

Math Solinas, hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

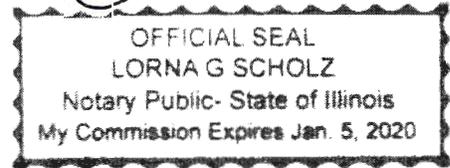
Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Arlington Heights may disqualify the bid or the affected the Municipality may void any award and acceptance that the Municipality has made.

Math Solinas

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 16 day of March, 2016

Lorna G. Scholz
Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

Matt Sellers, being first duly sworn,

deposes and says that he is President
(Partner, Officer, Owner, Etc.)

of Patriot Pavement maintenance
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the any of the Municipalities identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

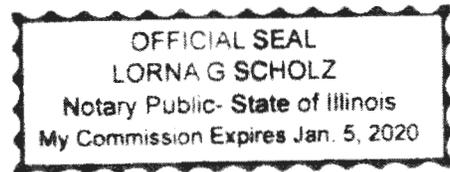
Matt Sellers

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 16 day of March, 2016

Lorna Scholz
Notary Public



Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ # Years in Business: None
Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

None

Name: _____ # Years in Business: _____
Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

None

Name: _____ # Years in Business: _____
Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

PARTICIPATION AFFIDAVIT

Matt Soliers being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is President
(Partner, Officer, Owner, Etc.)

of Patriot Pavement Maintenance
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.

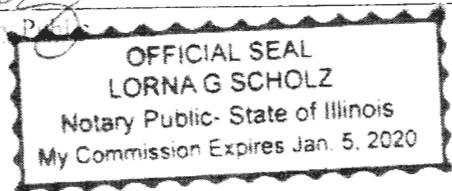
Matt Soliers

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 16 day of March, 2016

Lorna G Scholz
Notary Public



Failure to complete and return this form will be considered sufficient reason for rejection of the bid.

**APPENDIX A
AGREEMENT ACCEPTANCE**

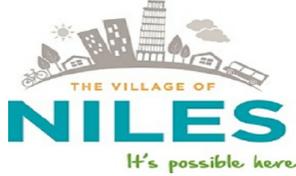
CRACK SEALING SERVICES

ACCEPTANCE

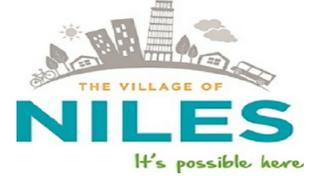
The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of **Village of Arlington Heights** ("Owner") this 15th day of March, 2016

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

by: *Mitt Kuller*
Title: *President*



BOARD AGENDA ITEM EXPLANATION FORM



Authorization of Use of the Municipal Partnering Initiative Contractual Pricing with Precision Pavement Marking for Pavement Marking Services

Meeting Date: 5/24/2016, Item Number: 14, Requested by: Mary Anderson, Director of Public Services, Action Requested: REQUEST FOR BOARD APPROVAL, Assigned to: Trustee Matyas

ATTACHMENTS:

Table with 2 columns: Type, Description. Includes Agreement, Backup Material, MPI Summary bid result, MPI Bid proposal, Niles Bid quantities.

MOTION

I move for Board approval to authorize the use of the Municipal Partnering Initiative (MPI) contractual pricing pursuant to Government Joint Purchasing Act, 30 ILCS 525/0.01, et. seq., with Precision Pavement Marking for pavement marking services in the amount of \$39,998.

REASON FOR REQUEST / BACKGROUND

Bids were solicited as part of the Municipal Partnering Initiative for pavement marking. Four bids were received and Precision Pavement Markings provided the lowest responsive bid. The work will not exceed the approved budgeted level for this program.

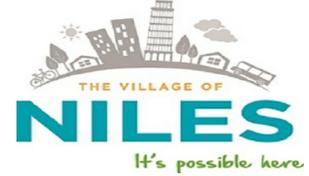
Will this action involve an expenditure of funds? Yes

If yes, is this a budgeted item? Yes

ORG# 2310, Total Amount for Approval \$39,998, ACCT# 3810, Budget Amount \$40,000, Variance \$2



BOARD AGENDA ITEM EXPLANATION FORM



Authorization of Use of the Municipal Partnering Initiative Contractual Pricing with ADS Environmental Services for Leak Survey

Meeting 5/24/2016 Item Number 15
Date
Requested by Mary Anderson, Public Services Director Action REQUEST FOR BOARD APPROVAL Requested
Prepared by Jack Grana, Utilities Superintendent Assigned to: Trustee Matyas

ATTACHMENTS:

Table with 2 columns: Type, Description. Row 1: Backup Material, RFB #216017

MOTION

I move for Board approval to authorize the use of the Municipal Partnering Initiative (MPI) contractual pricing pursuant to Government Joint Purchasing Act, 30 ILCS 525/0.01, et. seq., with ADS Environmental Services for Leak Survey in the amount of \$22,454.

REASON FOR REQUEST / BACKGROUND

Leak detection is a necessary component to the Village of Niles water distribution system maintenance. Accurate determination of the position of leaking water mains and water services within the distribution system and subsequent repair serve to conserve water as well as energy. Water that is lost after treatment and pressurization, but before delivery to customers, is money and energy wasted. Public Services intends to survey the distribution system twice a year to reduce water loss.

Will this action involve an expenditure of funds? Yes

If yes, is this a budgeted item? Yes

ORG# 5030 Total Amount for Approval \$22,454.00
ACCT# 3370 Budget Amount \$22,400.00
Variance \$54.00



WATER SYSTEM LEAK DETECTION AND SURVEY SERVICES

Prepared for the Village of Glenview – RFB # 216017

Prepared By:

**ADS ENVIRONMENTAL
SERVICES®**

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Introduction of Firm

ADS Environmental Services, through its acquisition of the Pitometer Associates, is one of the largest water and wastewater service firms in the United States. We are a U.S.-based business formed to bring together several proven, established companies in their respective markets. ADS has evolved into a solutions-driven provider of environmental products and services that will create value for its customers, employees, and shareholders through technology, world-class service, and environmental leadership.

ADS offers expert water distribution and sewer collection system analysis, specialty line stopping, and industry leading technologies for water and wastewater services. We specialize in the collection and analysis of accurate information about the efficiency of existing water and sewer systems. Our engineers and field technicians work closely with client representatives to help them solve flow, pressure and leakage problems in their systems. ADS is often called upon as a subcontractor to other firms because of the specialized work that we perform.

ADS LLC encompasses two (2) operating divisions, ADS Environmental Services and Hydra-Stop, and both are owned by IDEX Corporation. IDEX is an applied solutions company specializing in water and wastewater fluid and metering technologies, health and science technologies, dispensing equipment, and fire, safety and other diversified products built to its customers' exacting specifications. Headquartered in Lake Forest, IL, IDEX was founded in 1988 and stands for Innovation, Diversity and Excellence. They have operating facilities across five continents with more than 5,000 dedicated employees worldwide.

Statement of Qualifications

Effective distribution of water to local residents is vitally important to the growth of any community. Whether the distribution channels are to extend from an existing infrastructure, or the infrastructure itself needs to be repaired or engineered, numerous economic and environmental factors come into play; Regulatory requirements must be met; and revenue projections must be accurately assessed. Above all, environmental safety and efficient delivery must be achieved to ensure community acceptance. ADS offers the full complement of technology and resources necessary to solve your community's water distribution system needs.

The commodity that water systems deliver today has greater value than ever before. Water supply, treatment, storage, and pumping all add value to the water user. With mounting infrastructure costs and growing constraints on water resources, water system managers must strive to account for all of the water that travels from source to end users. Water accountability on the supply side is effective because it is under utility managers' direct control and water savings translate directly to cost savings.

Corporate Office Information:

ADS LLC

1300 Meridian Street

Huntsville, AL 35801

1-800-633-7246

www.adsenv.com

Chicago Office Information:

935 W. Chestnut -Ste. 415

Chicago, IL 60642

312-243-9440

Water accountability analyses track water through the delivery system and identify potential areas for improvement.

ADS Environmental Services (ADS ES) has an extensive background in Water Audits, Special Hydraulic Measurements, District Measurements, and Leak Detection. ADS ES has provided these services in hundreds of cities across the United States. During several of these projects, important discoveries were made – such as open blow-offs and closed valves – to water leaks that would never surface, because the channel of water had found its way back into a storm water pipe. These examples led to savings of millions of dollars and improved water delivery after the problems were remedied.

The Pitometer water group has led the water industry in diagnostic water services since 1895. Pitometer Associates originally devised the Water Loss Survey and this has become the modern IWA/AWWA Water Audit. Their experience in water services is unmatched in the water industry. This includes many of today's techniques in leak survey services, meter testing, and other water loss analysis services. With the recent acquisition of Pitometer assets by ADS, these two organizations have joined together to offer utilities world class distribution and collection system diagnostics. The knowledge and experience of Pitometer are enhanced with the resources, expertise, and strength of ADS. ADS Environmental Services has the capability to mobilize and implement the largest and most challenging water and wastewater projects - with 23 locations throughout the United States and Australia, the most experienced operations team in the industry, and over a century of water distribution system knowledge and refined processes. The Pitometer Group of ADS provides comprehensive water services from water audits to complete diagnostic services including: district flow measurement, leak detection, pressure surveys, meter testing, fire flow testing, valve exercising, and hydrant flushing.

ADS has the equipment, knowledge, and experience to carry out every aspect of this project as outlined in the Invitation for Bid and for all of the Municipalities involved in this Joint Bid.



Project Approach and Understanding

For this project, ADS agrees with the approach and methodology for the leak detection survey outlined in the Invitation for Bids. Some of the highlights of this approach include:

- ✓ **Comprehensive Leak Detection Survey** – ADS will conduct a leak detection/location survey with sonic detection equipment for each community under this Joint agreement. Each community system will be monitored by making physical contact and listening on all hydrants and selected main line valves and b-box or service valves with highly sensitive sound intensifying instruments.
- ✓ **Leakage Investigation and Pinpointing** – In areas showing indications of leakage, or when the leakage technician suspects they may be hearing a leak through sound amplification, ADS will thoroughly investigate the mains and services with an electronic leak correlator to pinpoint the leak location for repair.
- ✓ **Systems Documentation** – ADS will record all defective system components such as valves, hydrants and curb stops, as well as any map errors, that are noted in the course of carrying out other field activities.
- ✓ **Project Deliverables** – ADS will prepare a final report showing the results of all tests and investigations. The report will include the location and estimated quantity of leakage found and cost benefit analysis of the survey, as well as the inventory of defective system components and map errors. A leak location ticket will also be included for any leak discovered during the survey.
- ✓ **Emergency Leak Detection Services** – When called upon from time to time, ADS can respond during after business hours (4 p.m. and 7 a.m.) or during regular business hours (7 a.m. and 4 p.m.) when not performing work in another municipality, to assist crews with locating possible main breaks. Our office and technical staff are all located in the Chicago-land area, which allows us to quickly mobilize for emergency leak locates, in most cases within 90 minutes of notification.

Detailed Scope of Services

ADS will conduct a leak detection/location survey with sonic detection equipment each community's water system. ADS can utilize two different methodologies to survey the total length of water for each system. The first method (**Method 1**) would consist of our technical staff listening directly on all hydrants and main line valves, and when necessary b-box and service valves with highly sensitive sound intensifying instruments. The second method (**Method 2**) would consist of our technical staff listening directly on all hydrants and selected main line valves, and when necessary b-box and service valves. Each method has a calculated cost as outlined in the price tables attached. By offering both methods, communities of this joint bid can chose which method is most appropriate for their overall needs and budget.

Regardless of either method highlighted above, when valves cannot be found within 10 minutes of their identified/noted location by the community, a "Valve Not Found" status will be recorded. Considerations should be made by each community when a valve basin/box/cleanout is paved over, covered or full of debris or full of water. As outlined in the bid, it is assumed that it will be the responsibility of the community to clean out and make accessible all valves in their system that will be required for the sounding survey.

For larger systems, and regardless of either method utilized, we propose two days sounding of the system followed by one day of resounding and correlating at each potential leak location. This approach will provide a set of organized results for the report that can be submitted to the city each week. ADS will perform two full days of sounding for each system (when necessary) and mark down the potential leak sounds. One day will then be taken to return to those locations to see if the sound is still present. The sound may simply be due to usage and resounding will determine whether it is a leak sound. If it is a leak sound, the location will be further investigated with the electronic correlator.

ADS will thoroughly investigate the mains, hydrants, valves and/or services with an electronic leak correlator and ground microphone to pinpoint the leaks for repair. Leak locations can be marked with Precautionary Paint (color selected by municipality) unless otherwise noted by the Community. ADS recommends that all identified leaks be repaired while ADS engineers/technicians are still working in the community so that the immediate area can be sounded again in case another leak may have been masked by the original leak noise. If the leak is suspected to be in a residential driveway, ADS will not mark the leak location with any spray paint, but instead will notify the respective Municipality's contact person if a leak is found on a non-public area.

On particularly difficult to find leaks Hydrophone sensors or Ground Mics may be deployed to assist the pinpoint of the leak. ADS will also record all defective system components – such as valves, hydrants and curb stops – as well as any map errors that are noted in the course of carrying out the field activities. We will be able to conduct the vast majority of the survey during normal working hours outlined in the RFP documentation. In areas with a high traffic volume or heavy background noise, ADS will perform this work during off-hours and will provide each community with the necessary notice.

Equipment

ADS is unique in that we use a number of industry leading technologies to perform our leak detection surveys. Our primary equipment includes the Fluid Conservation Systems (FCS) S-30 and/or the ADS/Primayer Mikron Leak Surveyor for sounding the leaks and the Echologics LT Leak or ADS/Primayer Digital for pinpointing the leaks. Echologics and Primayer are leaders in the manufacture and service of leak detection equipment. Our leak technicians use this equipment for leak surveys and emergency leak calls on a daily basis and continue to have good success with it. In those areas of the leak survey with very high traffic volume, we may use a second leak detection device to supplement the work of the Echologics LT Leak correlator. The Primayer Enigma – used by our leakage technicians on many of our most recent leakage surveys in the Midwest region – combines sound logging and correlation. Up to six correlating “pods” can be deployed in an area on hydrants or valves. The pods can be programmed to sound and correlate with each other at a particular time of day (for example, during nighttime hours when traffic and other noises are minimized). The information from the pods is then downloaded to a laptop computer and analyzed to determine if and where there are leaks in the target area.

Classification of Leaks

ADS will classify all leaks as outlined below. These are defined as:

Classification	Definition
Class 1	Any leak which is hazardous in terms of potential undermining, possibly resulting in surface collapse, encroachment and / or damage to nearby utilities, commercial or private properties or leaks severe enough to warrant immediate repair.
Class 2	All leaks that display water losses significant enough to be monitored on a regular repair schedule.
Class 3	Relatively small leaks that should be repaired as workload permits.

Daily or Weekly Reporting

We will meet with the designated community representative on daily/weekly basis and deliver any leak reports from the previous day/weeks work. Leak sheets will be prepared with a sketch of the location, leak classification and estimated water loss. ADS can prepare and submit a weekly report to communities designated representative that will include:

- Miles or Feet surveyed that week
- Miles or Feet surveyed to date
- Total estimated water loss
- Number of leaks and suspected locations
- Hours worked that week

Final Report

Our final report will summarize the project and show the results of all tests and investigations. Hard copies of this report will be included and will include:

- A brief summary of the Survey
- A description of the area surveyed
- An overview of the methodology and equipment used for the survey
- A comprehensive list of all leak types and locations and estimated quantity of leakage found
- An inventory of defective system components and map errors encountered during the survey
- Sketches of the individual leak locations
- Estimated water loss from the leaks discovered during the survey

Schedule of Work

ADS will be available to start the survey within three to five weeks of having a signed agreement. Based on the number of miles for each community, we are confident that all field work can be completed by the outlined date in the IFB document. The time needed to pinpoint leaks depends upon the number of leaks discovered and their level of difficulty. As previously discussed, we have found that two days of sounding the system should be followed by one day of resounding and correlating at each potential leak location. The leak survey will be conducted primarily during normal working hours with additional leak detection being conducted during late evening and/or early morning hours if necessary in areas of high traffic volume. The final report will be submitted to each community within 30 days of the end of the field work.

Company Experience

Our projects span the United States from the Atlantic to the Pacific oceans and include varied combinations of the following services:



Water Services – Water Leak Detection Surveys, Hydraulic Analysis, Spot Flow Testing, Fire Flow Testing, and Valve Exercising Services



Water & Wastewater Monitoring - Flow Monitoring Services, Installation, Maintenance, Reporting, and Manufacturing



System Billing and Collections – Helping Municipalities by providing accurate data required for billing and collections projects.



Rehabilitation Recommendations – Water and Sewer rehabilitation recommendations from industry leading evaluation services and data collection.



Asset Management and Mapping – ADS field crews are supported with professional Trimble GPS units and our analyst have extensive mapping and record analysis using the most current ESRI Mapping Software versions.

ADS – Experts in Water Services

ADS has an extensive background and rich history in successfully performing water services projects, including Leak Detection Services across the United States. Some of our Projects include:

- **Chicago, IL** – Hydraulic Engineering Services – **1909 – Current**
- **Glenview, IL (Consortium)** – Leak Survey and Emergency Leak Detection – **Since 2010**
- **Decatur, IL** – Leak Detection Survey – **2011 – Current**
- **Naperville, IL** – Leak Detection Survey – **2013 – Current**
- **Worcester, MA** – Water Accountability Services – **2012**
- **Fort Wayne, IN** – Water Metering Testing Services - **2013**
- **Lombard, IL (Consortium)** – Leak Detection Services for 7 Communities – **2013 - Current**
- **Rend Lake, IL** – Rural Area Water Leakage Correlation Survey - **2015**

Project Experience

CHICAGO, IL – Hydraulic Engineering Services for the Department of Water Management



ADS initially began working with the City of Chicago in 1904 and did so periodically until 1960. Since 1960, we have partnered with the City on consecutive year-long projects. During that time, major ADS projects have saved the City millions of dollars in lost revenue. We have completed numerous projects for the Water Department including a comprehensive leak detection survey program from the 1990s to current. Some of the recent highlights of these surveys include:

Year	Miles Surveyed	# of Leaks Found	Annual Water Loss
2015	1032 miles	585 leaks	8.0 MGD
2014	1042 miles	380 leaks	6.3 MGD
2013	1763 miles	637 leaks	9.1 MGD
2012	1908 miles	659 leaks	8.9 MGD
2011	1600 miles	460 leaks	6.4 MGD
2010	1220 miles	400 leaks	4.9 MGD

*(through 10/1/14)

ADS will continue to provide our leak detection services into 2016 which will also include much of the City's larger diameter water mains. We also anticipate continued services through 2017.

We conduct services at the request of the City of Chicago Water Department which serves the City and 118 surrounding suburbs. The department oversees two filtration plants – South Water Purification Plant and Jardine Water Purification Plant – that serve a population of 5,000,000 people and deliver an average of 376 billion gallons of water per year with an average daily pumpage of 727 million gallons to the City and 303 million gallons to the suburbs. The City of Chicago water system covers an area of 228 square miles in the City and 524 square miles in the suburbs. The water distribution system consists of 4,233 miles of main ranging in size from six to 60 inches.

*Albert Wtorkowski P.E.
 Coordinating Engineer II
 Department of Water & Sewer
 Management – Jardine Water Plant
 City of Chicago, IL 60611
 (312)-742-3619*

Firms Involvement: 1904 – Current

Total Annual Cost: \$1,500,000

Project Manager: Steve Huggins PE

DECATUR, IL – Multi-Year Leak Detection Program for the Department of Water Management



A leakage investigation on 176 miles of the City’s water distribution system has been conducted since 2008. This included listening on all hydrants and strategic main line valves and selected B-Box service valves using sensitive sound intensifying instruments. A subsequent investigation was conducted in all suspect areas where indications of leakage were detected by using an electronic leak correlator to pinpoint the leaks for repair. ADS also performed correlation on 7 water mains that have been identified as river or lake crossings to

ensure no leakage is occurring on these mains. Additionally, ADS was contracted to perform Master Meter testing at 11 meters, 5 of which were water treatment plant meters and 6 which were large commercial meters. This project was also featured in Municipal Water and Sewer in January of 2011, showing a 5:1 return on investment from 2008 to 2010.

Year	Miles Surveyed	# of Leaks Found	Daily Water Loss
2015	182 miles	37 leaks	279,000 gpd
2014	176 miles	11 leaks	136,000 gpd
2013	176 miles	19 leaks	87,000 gpd
2012	176 miles	33 leaks	358,000 gpd
2011	176 miles	37 leaks	402,000 gpd
2010	176 miles	46 leaks	232,000 gp

“We’re always looking at our water accountability. You’re always upgrading your meters to make sure they’re accurate. This was just one piece of the puzzle: Let’s find some leaks that we can’t see.”
Randy Miller, Water Services Manager City of Decatur, IL

“We had about a 17% apparent water loss between what we pump out of our water treatment plant and what we bill to our customers. We thought one of the most important ways to start toward lowering that percentage was to do a systemwide leak detection survey.” “Certainly we had the majority of our water loss through our water mains. But the amount that we were losing from hydrant leaks and water service leaks surprised me. I didn’t expect those numbers to be as high as they were. Those are easy fixes that we were able to do right away.”
Keith Alexander, Director of Water Management City of Decatur, IL

Keith Alexander
 Director of Water Management
 City of Decatur
 One Gary K. Anderson Plaza
 Decatur, IL 62523
 (217)-424-2863

Firms Involvement: 2008 – Current
 Total Annual Cost: \$105,000 (3yrs)
 Project Manager: Steve Huggins PE

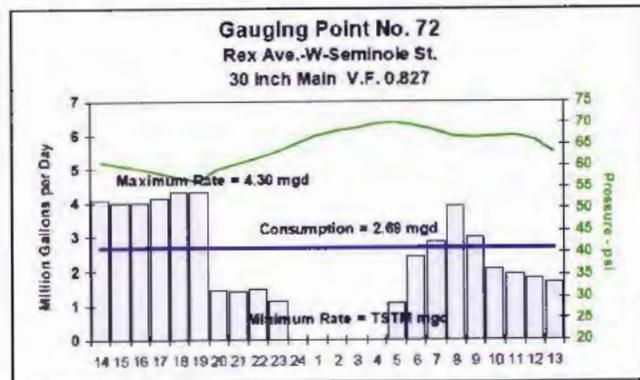
Philadelphia, PA – Various Water Engineering Services for the Water Department (PWD)



ADS Environmental Services was the Prime Consultant conducting all field activities for various water engineering services. ADS also supervised a sub-consultant MBE to conduct this work. The Pitometer group of ADS LLC conducted surveys for the City of Philadelphia from 1941-1946 and from 1956 to 2012.

ADS performed specialized work such as trunk main gauging's in each of the Cities Ten pressure zones, loss of head (C-Factor) tests, and water accountability measurements. These measurements included master meter test verification and large customer meter verification, special investigations and water loss measurements through leak detection.

The work performed by ADS and Pitometer over the years has been referenced by many of the manuals and text developed for water loss control studies. One example is that information found in the AWWA M-36 Manual for Water Audits and Loss Control programs. This manual is the industry's source text for information and standards of water loss control. Results by the Pitometer Group with the Philadelphia Water Department helped pave the way for other standards in water distribution, and lead to better understanding of established minimum pressures (Pressure Zones) that is required for providing adequate water distribution pressures when topographical variations are present in a water system.



*Mr. Brendan Riley
Chief of Load Control
City of Philadelphia Water Dept.
29th Street and Cambria Street
Philadelphia, Pennsylvania, IL 19132
(215) 685-9591*

Firms Involvement: 1941 – 2012
Total Annual Cost: \$1,150,000 (6yrs)
Project Manager: Jonnathan Hasson PE

Additional References

ADS is pleased to reference the following projects should the City require additional information about our services and work performance:

Mr. Kerry Anthenat

*Water Supervisor
City of Naperville - Dept. of Public Utilities
1200 W. Ogden Ave.
Naperville, IL 60503
(630) 420-6131*

In 2014 ADS performed a leak survey on 694 miles water mains resulting in 50 leaks found during the survey.

Mr. Job Delgado

*Water & Sewer Department
City of Aurora Water and Sewer
649 South River Street
Aurora, IL 60506
(630) 256-3710*

In 2014 ADS performed a leak survey on 350 miles water mains resulting in 87 leaks found during the survey.

Mr. Joe Rizzo

*Water Supervisor
Glenview Water
1333 Shermer Road
Glenview, IL 60030
(847) 657-3030*

Since 2010, ADS performed a leak survey on 314 miles water mains resulting in over 200+ leaks found (Glenview and North Main).

Key Staff Resumes and Experience

Steven J. Huggins

Project Manager

Education

Cheltenham and Gloucester College, UK (HNC/ONC Civil Engineering)

Summary

Mr. Huggins has been employed in the water industry for 17 years and has worked in Chicago since 2000. He worked on the Chicago Hydraulic Engineering Services project performing various field tests before being assigned as Project manager in 2001. He will be responsible for the hands on day-to-day project management, daily crew assignments, client progress reports, client meetings and other general scheduling tasks for this project. He is proficient in conducting field investigations including 24-hour flow measurements within the transmission and distribution system, loss of head and C-Factor tests, fire flow tests, hydraulic gradients and pump efficiency tests. He is an expert in the use and understanding of all type of leak detection sounding and correlating equipment including the newest large diameter leak detection equipment and methods for which he has worked hard to organize with Echologics pilot testing of this technology in the City of Chicago. He will serve as the project manager for this survey

Professional Experience

The project for the DWM consists of various hydraulic testing dependent on the department needs and requirements and may consist of the following: Hydraulic Grade tests, C-Factor Tests, Valve Inspection & Maintenance program (approx 8000 valves per year), suburban meter tests, fire flow tests, spot flow measurements, 24-hour flow measurement, leak detection surveys (1700 miles surveyed in 2014), emergency leak detection availability, large diameter leak detection capability (In May 2007 ADS entered into an agreement to perform testing using the Echologics Large Diameter Leakfinder RT). Data collection via weekly reports to the City. Data collection using ArcView GIS and Microsoft Access Database, Data Collection and Scheduling using direct access to the City of Chicago work scheduling system 'DataStream'.

While he is currently the Project Manager for the hydraulic Engineering Services project in the City of Chicago, his other duties include the day-to-day project management for many of our other leak detection projects. He also supplies technical support for other projects within the Midwest Region. Some other similar work experience includes:

Chicago, IL:	Hydraulic Tests & Special Large Diameter Leak Tests
Decatur, IL:	Hydraulic Field Tests & Leak Detection
Oak Lawn, IL:	Leak Detection & Hydraulic Field Tests
Glenview, IL (MPI):	Hydraulic Field Tests and Leak Detection Services for as many as 9 Communities
Lombard, IL (MPI):	Leak Detection Services for as many as 7 communities
Fort Wayne, IN	Meter Testing Services
Woodridge, IL:	Leak Detection
Wilmette, IL:	Leak Detection & Meter Tests
Aurora, IL:	Leak Detection Survey (3-years)
Naperville, IL:	Leak Detection Survey (3-years)

Christopher A. Skehan, M.S.

Business Development Manager / GIS & Mapping Coordinator

Education

B.S. Environmental Management, Indiana University, 2005

M.S. Geographic Information Sciences, Indiana University, 2010

Summary

Mr. Skehan has over 10 years of experience in water and wastewater projects. He is highly skilled in GIS and GPS applications, Web-Based Data Delivery, and Complex Data Solutions. He has extensive knowledge with flow monitoring equipment and equipment which interacts with SCADA applications, long term flow monitoring networks, large diameter flow monitoring applications, inflow and infiltration applications, and capacity analysis. He is also well experienced in water leakage survey projects. He has assisted putting together leak survey project plans for large municipal groups such as Chicago, IL, Naperville, IL and Aurora IL, who all have over 700 miles of water main in their system.

Related Professional Experience

Chris has experience as a Project Engineering Assistant through ADS Environmental and also managed data management aspects for some of the largest Mid-West projects for ADS. This included the City of Indianapolis (IN), the City of Fort Wayne (IN), West Lafayette (IN), the City of Naperville (IL), and many other high profile water and wastewater projects. His knowledge also extends into the potable water market, with a high-level understanding of non-revenue water loss control technology and solutions. Chris is currently responsible for managing all new Business Development for ADS in the states of Illinois, Minnesota, Wisconsin, Michigan, Indiana, Ohio and Kentucky. This includes the development of strategic solutions for clients who require technical applications and approaches in the water and wastewater industry. He also serves as the ADS GIS coordinator, with many of our complex mapping and GPS tasks for projects across the US.

Publications and Presentations

- 2011 WEFTEC in Los Angeles, CA – topics on Flow Monitoring Optimization and GIS
- 2012 Indiana GIS Conference in Indianapolis, IN – topics on Facility Location Models
- WATERCON 2013 in Springfield, IL – topics on Sewer Sociology
- 2016 – Indiana AWWA Annual Conference – topics on Leak Detection Services and Water Loss

Chris has been a member of the geospatial community since 2001, and the flow monitoring community since 2005. Chris obtained professional publication regarding spatial optimization for wastewater monitoring technologies in 2010. His extensive knowledge and understanding of water and wastewater systems are directed towards the development of next-generation tools and services future projects and applications.

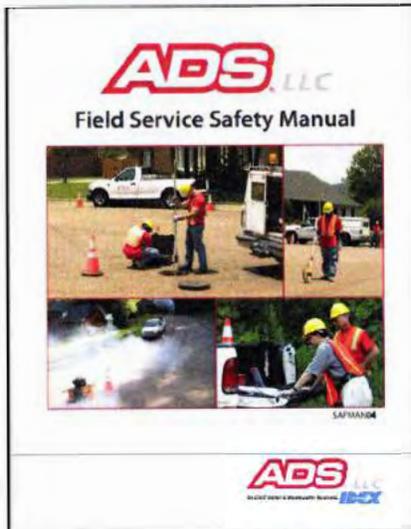
Memberships

Illinois AWWA – Technology Conference Committee Member
Illinois WEA Collections Systems Committee
WEF - Central States
Indiana Geographic Information Council

Additional Available Leak Technicians

NAME	TITLE	CAREER HIGHLIGHTS
William Doyle	Senior Leak Technician	<ul style="list-style-type: none"> • 17 Years of Leak Detection Experience • Participated in hundreds of Leak Detection Surveys in the Midwest • Expert in Primayer and Echologics Large Diameter Leak detection technology • Thoroughly trained in many types of leakage tools including Primayer, FCS, Echologics and Gutterman technologies
Dave Johnstone	Senior Leak Technician	<ul style="list-style-type: none"> • 16 Years of Leak Detection Experience • Experience in Hydraulic Engineering services including flow and pressure measurements, hydraulic grades, fire flow tests, valve turning, and leak detection • Lead Leak Technician for: <ul style="list-style-type: none"> ○ Rolla, MO ○ Austin, TX • Thoroughly trained on the FCS and Primayer Water Leakage Equipment, can perform fire flow testing services, and master meter testing services
Joe Barnes	Senior Leak Technician	<ul style="list-style-type: none"> • 12 Years of Leak Detection Experience • Lead in Leak detection survey on the entire City of Naperville, IL water distribution system • Lead in leak detection survey of the entire M.U.D 163, Houston, TX water system • Thoroughly trained in the Echologics leak correlators, FCS TriCorr and Primayer Enigma leak detection equipment
Terry Keeling	Leak Technician	<ul style="list-style-type: none"> • 11 Years of Leak Detection Experience • Experience in Hydraulic Engineering services including flow and pressure measurements, hydraulic grades, fire flow tests, valve turning, and leak detection • Lead Leak Technician for: <ul style="list-style-type: none"> ○ Glenview, IL ○ Skokie, IL ○ Decatur, IL • Thoroughly trained in the FCS and Echologics leakage equipment
Bob Garlic	Leak Technician	<ul style="list-style-type: none"> • 30 Years of Services Experience • Experienced in leak detection surveys (5 yrs) • Lead Leak Technician for: <ul style="list-style-type: none"> ○ August, GA ○ O'Fallon, MO

Formal Safety Program



ADS has an integrated, comprehensive safety process that is led by a full time Safety Manager with over twenty-five years of ADS experience. The safety program encompasses training, audits, equipment and procedures necessary to meet federal, state and local safety requirements. Training includes confined space entry certification, personal protective equipment, blood borne pathogens, gas meter operation, hazard communication, defensive driving, and first aid/CPR, and a comprehensive physical biannual examination. Each field crew carries all necessary communications, safety, confined space entry and traffic control equipment that meets or exceeds NFPA specifications. A safety plan that documents ADS safety protocols can be submitted for informational purposes if requested. ADS's safety program is industry leading. Many other companies and municipalities have

used our program as a model for their own.

All ADS Employees will wear a clearly marked uniformed shirt with a company logo. In addition, employees will often carry company issued identification cards with critical contact information. It has been suggested that a copy of our safety program be included in the RFP. Our safety manual is over 157 pages in length. If requested, ADS will supply a full copy of this manual to any city staff members who would like to review it. **To save space and avoid a lengthy RFP submission, a summary of our formal safety program can be made available upon request.**

Proof of Sufficient Financial Health

Our pipeline experience dates back to 1896, the year in which Pitometer Associates, Inc. (now part of the ADS organization) was founded. ADS has continued to build upon Pitometer Associates' reputation for providing quality pipeline services to local communities and reducing water loss. Our combination of quality, service, regulatory knowledge and local focus is the reason we have been around for more than a century. As a result, ADS has become the industry leader in local water distribution and sewer collection system solutions for more than 40 years. Further, we are a division of the IDEX Corporation, a \$1.4 billion publicly traded company on the New York Stock Exchange.

We bring to our Clients the stability and strength of a multi-billion dollar, global corporation as well as the personalized service of a small local company that has been working in the Midwest area for over 100 years. We have the philosophy, experienced personnel and equipment that are unsurpassed in the industry. This is evidenced by the fact that ADS has performed more than 8,200 pipeline services projects in 32 countries. Our reputation for quality work is supported by the large number of repeat clients that we have had over the years.

ADS LLC provides comprehensive sewer system services (flow monitoring to identify and prioritize affected basins, SSES field activities to obtain sewer inventory, condition and performance assessment, point source identification of inflow/infiltration, project management, rehabilitation recommendations), pipeline services (water audits, hydraulic modeling, master planning, water quality modeling, master meter tests, meter accuracy tests, consumption analysis, loss of head tests), and rehabilitation services (line tapping, line stopping).

Our worldwide sales are approximately \$68 million and the company operates in 10 different countries. ADS has a large inventory of equipped field vehicles, monitor inventory, computer equipment, a hydraulic lab, and trained staff which allow us to mobilize quickly on large projects.

Example of Detailed Insurance Certificate

Upon Award, ADS will issue the required Certificate of Insurance to each Community as outlined in the IFB. A sample is included here.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08-19-2014		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER MARSH USA INC. 540 W MADISON CHICAGO, IL 60661 Attn: Fax 212-948-0770 or Chicago CertRequest@marsh.com		CONTACT NAME: PHONE (A/C No. Ext): E-MAIL: ADDRESS: FAX (A/C No):				
ACS		INSURER(S) AFFORDING COVERAGE				
INSURED ADS LLC 1300 MERIDIAN STREET, SUITE 3000 HUNTSVILLE AL 35801		INSURER A	Liberty Mutual Fire Insurance Company	73935		
		INSURER B	N/A	N/A		
		INSURER C	Liberty Insurance Corporation	42404		
		INSURER D	Indian Hetrox Insurance Company	38540		
		INSURER E				
		INSURER F				
COVERAGES CERTIFICATE NUMBER: CHI004086856-05 REVISION NUMBER: 5						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR (RSM, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		1B2-681-004288-044	01-01-2014	01-01-2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS		AS2-681-004088-034	01-01-2014	01-01-2015	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	WA7-688-004088-514 (ACS) WC7-681-004088-014 (OR WI)	01-01-2014 01-01-2014	01-01-2015 01-01-2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E-1 EACH ACCIDENT \$ 2,000,000 E-1 DISEASE - EA EMPLOYEE \$ 2,000,000 E-1 DISEASE - POLICY LIMIT \$ 2,000,000
D	Professional and Contractors Pollution Legal Liability		PEO02263307 Reto Date 04/01/2007	12-31-2013	12-31-2014	Each Claim/Aggregate \$ 2,000,000 SIR \$ 100,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
CERTIFICATE HOLDER				CANCELLATION		
ADS LLC 1300 MERIDIAN STREET, SUITE 3000 HUNTSVILLE AL 35801				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>		
ACORD 25 (2010/05)				© 1988-2010 ACORD CORPORATION. All rights reserved.		
				The ACORD name and logo are registered marks of ACORD		

CONTRACTORS REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: Chicago Dept of Water and Sewer
Address: Jardine Water Plant
City, State, Zip Code: Chicago, IL 60611
Contact Person/
Telephone Number: Albert Wtorkowski, P.E. 312-742-3619
Dates of Service/Award
Amount: 1904-current; \$1,500,000 annually

Municipality: City of Decatur
Address: One Gary K. Anderson Plaza
City, State, Zip Code: Decatur, IL 62523
Contact Person/Telephone
Number: Keith Alexander 217-424-2863
Dates of Service/Award
Amount: 2008-current; \$105,000 (3 years)

Agency: City of Naperville
Address: 1200 W. Ogden Ave.
City, State, Zip Code: Naperville, IL 60503
Contact Person/
Telephone Number: Kerry Anthenat 630-420-6131
Dates of Service/Award
Amount: 2014 \$75,000 annually

Agency: City of Aurora Water and Sewer
Address: 649 South River Street
City, State, Zip Code: Aurora, IL 60506
Contact Person/
Telephone Number: Job Delgado 630-256-3710
Dates of Service/Award
Amount: 2014 \$35,000 annually

Agency: City of Philadelphia Water Dept.
Address: 29th Street and Cambria Street
City, State, Zip Code: Philadelphia, PA 19132
Contact Person/
Telephone Number: Brendan Riley 215-685-9591
Dates of Service/Award
Amount: 1941-2012 \$1,150,000 (6 yrs)

DISQUALIFICATION OF CERTAIN BIDDERS

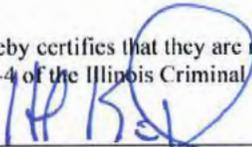
PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

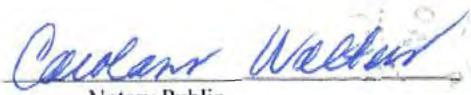


Hal Kimbrough/General Manager

(Signature of Offeror if the Offeror is an Individual)
(Signature of Partner if the Offeror is a Partnership)
(Signature of Officer if the Offeror is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 24 day of March, 2016



Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: NONE # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

.....

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

.....

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

NON-COLLUSION AFFIDAVIT AND CERTIFICATION STATEMENT

Hal Kimbrough, being first duly sworn,

deposes and says that he is General Manager
(Partner, Officer, Owner, Etc.)

of ADS LLC
(Contractor)

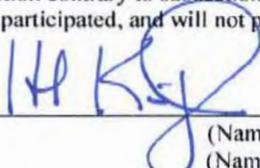
By submission of the bid, each bidder and, in the case of a joint bid, each party to the joint bid, certifies as to his or her own organization, that, in connection with the bid:

- a) The prices in the bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other bidder or with any competitor;
- b) Unless otherwise required by law, the prices quoted in the bid have not knowingly been directly or indirectly disclosed to any other bidder or to any competitor prior to opening; and
- c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or withhold a bid for the purpose of restricting competition. Also, each bidder shall submit a certification regarding compliance with Article 33 E-11 of the Illinois Criminal Code of 1961 [720 ILCS 5/33E-11]; and

Each person signing the bid shall certify that:

He or she is the person in the bidder's organization responsible for the decision as to the prices being bid and that he or she has not participated, and will not participate, in any action contrary to subsection (b)(2)(G); or

- a) He or she is not the person in the bidder's organization responsible for the decision as to the prices being bid, but that he or she has been authorized to act as agent certifying that the persons determining the prices have not participated, and will not participate, in any action contrary to subsection (b)(2)(G), and as their agent shall so certify. He or she shall also certify that he or she has not participated, and will not participate, in any action contrary to subsection (b)(2)(G).


Hal Kimbrough/General Manager
 (Name of Bidder if the Bidder is an Individual)
 (Name of Partner if the Bidder is a Partnership)
 (Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 24 day of March, 2016


Carolann Welton
 Notary Public

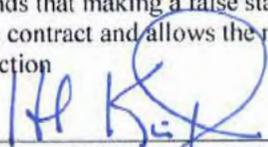
Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

Hal Kimbrough, being first duly sworn,

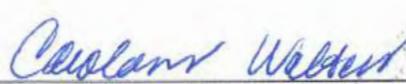
deposes and says that he is General Manager
(Partner, Officer, Owner, Etc.)
of ADS LLC
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the Village of Glenview because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action


Hal Kimbrough/General Manager
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 24 day of March, 2016


Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

PARTICIPATION AFFIDAVIT

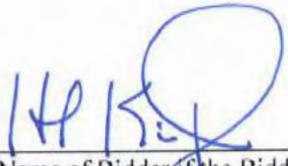
Hal Kimbrough, being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is General Manager
(Partner, Officer, Owner, Etc.)

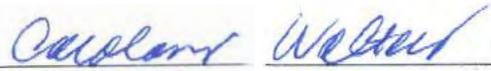
of ADS LLC
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended from doing business with any State, Federal or Local Agency.


Hal Kimbrough/General Manager
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 24 day of March, 2016



Notary Public

Failure to complete and return this form will be considered sufficient reason for rejection of the bid.



Purchasing Division

Village of Glenview
2500 East Lake Ave
Glenview, IL 60026

March 23, 2016

ADDENDUM #1 (1 of 2 Pages)
RFB #216017
RFB ON: WATER SYSTEM LEAK DETECTION SERVICES

RFB Due Date: March 25, 2016, 2:00 p.m. CST
Please note the following clarifications, revisions, and additions to the bid documents.

1. The municipalities that are requesting emergency leak detection services only (Village of Buffalo Grove, City of Highwood & the Village of Palatine) will utilize the pricing and response times from the EMERGENCY RESPONSE RATE table.
2. The Village of Glenview has received questions pertaining to the response time for emergency services as well as the requirement to listen to all valves when performing a leak detection survey. The Village would like to remind all potential bidders that all bids will be evaluated in accordance with Section 12 of the General Terms and Conditions - which lists the following evaluation criteria:
 - a. Bid pricing
 - b. Emergency Response Rate and Minimum Call Out Time
 - c. Compliance with specifications
 - d. Previous Municipality Experience
 - e. Submittal compliance
 - f. References

Further, the Village would like to remind all potential bidders that "the Municipalities prefer a not-to-exceed response time of 90 minutes or less" for emergency services; however, the EMERGENCY RESPONSE RATE table on page 3 requires bidders to provide a not-to-exceed response time for both regular hours and after hours.

3. Work under this RFB is not subject to the Prevailing Wage Act of the State of Illinois.

Please include a copy of this document in your bid submittal.

PLEASE SIGN THIS FORM AND EMAIL BACK TO mleonard@glenview.il.us WITHIN 24 HOURS.
RETURN ORIGINAL WITH YOUR BID.

I will be submitting a bid X or
I will not be submitting a bid because

Sincerely,

Acknowledged and Accepted 216017-1:

M Leonard

Margaret Leonard, CPPB
Village of Glenview Purchasing Agent

Signature: *Christopher Skahan*
Company: ADS LLC (Chicago, IL)

END ADDENDUM #1



SCHEDULE OF PRICES

REQUEST FOR BIDS CONTRACTOR INFORMATION

Company Name: ADS LLC
Address: 1300 Meridian St., Suite 3000
City, State, Zip Code: Huntsville, AL 35801

**LEAK DETECTION
RFB #216017**

**Submit 1 Original, 1 Copy
and 1 Electronic Copy (CD,
DVD, Flash Drive, NO
EMAIL)**

RFP #216017 WATER SYSTEM LEAK DETECTION & SURVEY SERVICES PRICING TABLE
Per the specifications identified herein

SELECT VALVES AND ALL HYDRANTS

Item No.	Items	UNIT	ANNUAL PRICE
ITEM A – YEAR ONE			
1	Village of Bannockburn 5 miles	YEAR	545.00
2	Village of Northfield 48 miles	YEAR	5,232.00
3	City of Lake Forest 166 miles	YEAR	18,094.00
4	Village of Niles 103 miles	YEAR	11,227.00
5	Village of Northbrook 57 miles	YEAR	6,213.00
6	Village of Winnetka 71.5 miles	YEAR	7,793.50
7	Village of Glenview 246 miles	YEAR	26,814.00
TOTAL ITEM A – YEAR ONE			75,918.50
ITEM B – YEAR TWO			
1	Village of Bannockburn	YEAR	560.00
2	Village of Northfield	YEAR	5,376.00
3	City of Lake Forest	YEAR	18,592.00
4	Village of Niles	YEAR	11,536.00
5	Village of Northbrook	YEAR	6,384.00
6	Village of Winnetka	YEAR	8,008.00
7	Village of Glenview	YEAR	27,552.00
8	Village of Glencoe 58 miles	YEAR	6,496.00
9	Village of Woodridge 143 miles	YEAR	16,016.00
TOTAL ITEM B - YEAR TWO			100,520.00
ITEM C – YEAR THREE			
1	Village of Bannockburn	YEAR	575.00
2	Village of Northfield	YEAR	5,520.00
3	City of Lake Forest	YEAR	19,090.00
4	Village of Niles	YEAR	11,845.00
5	Village of Northbrook	YEAR	6,555.00
6	Village of Winnetka	YEAR	8,222.50
7	Village of Glenview	YEAR	28,290.00
8	Village of Glencoe	YEAR	6,670.00
9	Village of Woodridge	YEAR	16,445.00
TOTAL ITEM C - YEAR THREE			103,212.50
TOTAL BASE BID (ITEMS A, B & C)			279,651.00

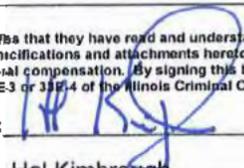
ANNUAL DISCOUNT IF ALLOWED TO STORE AT MUNICIPAL FACILITY			
		Yes	No
1	WILL THE CONTRACTOR UTILIZE SPACE AT A MUNICIPAL FACILITY TO STORE EQUIPMENT OVERNIGHT?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Village of Bannockburn	0	%
3	Village of Northfield	0	%
4	City of Lake Forest	0	%
5	Village of Niles	0	%
6	Village of Northbrook	0	%
7	Village of Winnetka	0	%
8	Village of Glenview	0	%
9	Village of Glencoe	0	%
10	Village of Woodridge	0	%

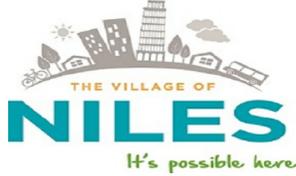
Item No.	Items	UNIT	RATE
EMERGENCY RESPONSE RATE			
1	REGULAR HOURS	HOUR	\$250.00
2	AFTER HOURS	HOUR	\$350.00
3	NOT-TO-EXCEED RESPONSE TIME (REGULAR HOURS)	MINUTES	ASAP
4	NOT-TO-EXCEED RESPONSE TIME (AFTER HOURS)	MINUTES	within 90 minutes

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary.
NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by SEALED BID ONLY. Fax and e-mail bids are not acceptable and will not be considered.

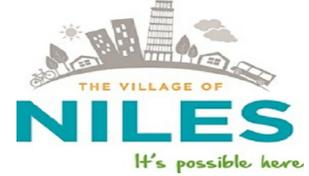
THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E3 or 33E4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:  Company Name: ADS LLC
 Typed/Printed Name: Hal Kimbrough Date: March 24, 2016
 Title: General Manager Telephone Number: 256-430-3366
 E-mail: hkimbrough@idexcorp.com



BOARD AGENDA ITEM EXPLANATION FORM



Authorization of Use of the Municipal Partnering Initiative Contractual Pricing with Chicagoland Paving for Minor Asphalt Patching

Meeting Date: 5/24/2016, Item Number: 16, Requested by: Mary Anderson, Public Services Director, Action Requested: REQUEST FOR BOARD APPROVAL, Assigned to: Trustee Matyas, Prepared by: Fred Braun, Streets Superintendent

ATTACHMENTS:

Table with 2 columns: Type, Description. Includes Backup Material (MPI Bid Tab) and Department Memo (Chicagoland Paving Contractors, Inc.).

MOTION

I move for Board approval to authorize the use of the Municipal Partnering Initiative (MPI) contractual pricing pursuant to Government Joint Purchasing Act, 30 ILCS 525/0.01, et. seq., with Chicagoland Paving for minor asphalt patching in the amount of \$60,000.

REASON FOR REQUEST / BACKGROUND

The Public Services Department budgets money annually for minor asphalt patching at various locations. This is used in areas where the street will not be resurfaced, but there is a small section of asphalt that needs to be replaced. Locations are determined on an as needed basis. This work is bid out through and approved via the Municipal Partnering Initiative. The spending will not exceed the authorized budgeted level.

Will this action involve an expenditure of funds? Yes

If yes, is this a budgeted item? Yes

ORG# 1430, Total Amount for Approval \$60,000.00, ACCT# 3840, Budget Amount \$60,000.00, Variance \$0

2016 ASPHALT PATCHING PROGRAM

DATE: 4/22/2016

			J.A. JOHNSON PAVING CO 1025 E. ADDISON COURT ARLINGTON HEIGHTS, IL 60005		SCHROEDER ASPHALT SERVICES, INC. 11022 S. GRANT HWY HUNTLEY, IL 60142		CHICAGOLAND PAVING CONTRACTORS, INC. 225 TELSER ROAD LAKE ZURICH, IL 60047		A LAMP CONCRETE CONTRACTORS, INC. 1900 WRIGHT BOULEVARD SCHAUMBURG, IL 60193	
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
(N50) CLASS D PATCHES, TYPE 1,2,3,4 - 2"	SY	300	\$46.75	\$14,025.00	\$60.00	\$18,000.00	\$35.00	\$10,500.00		
(N50) CLASS D PATCHES, TYPE 1,2,3,4 - 4"	SY	2800	\$72.25	\$202,300.00	\$92.00	\$257,600.00	\$58.00	\$162,400.00		
(N50) CLASS D PATCHES, TYPE 1,2,3,4 - FULL DEPTH	SY	200	\$122.00	\$24,400.00	\$184.00	\$36,800.00	\$77.00	\$15,400.00		
(N70) CLASS D PATCHES, TYPE 1,2,3,4 - FULL DEPTH"	SY	50	\$125.00	\$6,250.00	\$190.00	\$9,500.00	\$60.00	\$3,000.00		
DRIVEWAY APRON REMOVAL & REPLACEMENT	SY	200	\$94.50	\$18,900.00	\$49.00	\$9,800.00	\$43.00	\$8,600.00		
TOTAL BID AMOUNT (AS READ)				\$265,875.00		\$331,700.00		\$199,900.00		
TOTAL BID AMOUNT (AS CALCULATED)				\$265,875.00		\$331,700.00		\$199,900.00		\$318,500.00

*INCOMPLETE BID SUBMMITL

**A RESOLUTION APPROVING A CONTRACT WITH
CHICAGOLAND PAVING CONTRACTORS, INC., FOR
ASPHALT REMOVAL AND PATCHING WORK**

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution authorizes the Village of Winnetka (“*Village*”) to contract with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Village has appropriated funds for the procurement of asphalt removal and patching work (“*Work*”) on roadways located within the Village; and

WHEREAS, the Village and the Villages of Glencoe, Mount Prospect, Niles, and Northbrook (collectively, the “*Municipalities*”) jointly requested bids for performance of the Work within the Municipalities’ respective corporate boundaries; and

WHEREAS, the Municipalities received four bids for the Work and opened the bids on April 20, 2016; and

WHEREAS, pursuant to Chapter 4.12 of the Village Code and the Village’s purchasing manual, the Village Council has determined that Chicagoland Paving Contractors, Inc. (“*Contractor*”), is the lowest responsible bidder for the Work located within the Village; and

WHEREAS, the Village Council desires to enter into a contract with Contractor for the performance of the Work within the Village’s corporate boundaries in an amount not to exceed \$18,200.00 (“*Contract*”); and

WHEREAS, the Village Council has determined that it is in the best interests of the Village and its residents to enter into the Contract with Contractor;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Village of Winnetka, Cook County, Illinois, as follows:

SECTION 1: RECITALS. The Village Council hereby adopts the foregoing recitals as its findings, as if fully set forth herein.

SECTION 2: APPROVAL OF CONTRACT. The Village Council hereby approves the Contract in substantially the form attached to this Resolution as **Exhibit A** and in a final form approved by the Village Attorney.

SECTION 3: AUTHORIZATION TO EXECUTE CONTRACT. The Village Council hereby authorizes and directs the Village President and the Village Clerk to execute and attest, respectively, on behalf of the Village, the final Contract.

SECTION 4: EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 17th day of May, 2016, pursuant to the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

Signed

Village President

Countersigned:

Village Clerk

EXHIBIT A
CONTRACT



Village of Winnetka, Illinois

510 Green Bay Road
Winnetka, IL 60093

Phone: (847) 501-6000

Fax: (847) 446-1139

General Email: nmostardo@winnetka.org

REQUEST FOR BIDS:	# 016-008	BID ISSUE DATE:	March 31, 2016
BID DESCRIPTION:	2016 ASPHALT PATCHING PROGRAM		
BID SUBMITTAL DATE:	April 20, 2016	BID OPENING TIME:	10:00 AM
SUBMIT 1 ORIGINAL PACKET PLUS 2 COPIES			

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME AT THE LOCATION INDICATED ON PAGE 2. LATE BIDS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

You are hereby requested to submit your bid for the item(s) or service(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original bid and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the attached label filled in and pasted on the lower left corner.

All bids are subject to staff analysis. The Village of Winnetka reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered and time stamped, prior to the public bid opening date and time, to:	VILLAGE OF WINNETKA FINANCE DEPARTMENT 510 GREEN BAY ROAD WINNETKA, IL 60093
---	---

Any communication regarding this request between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Financial Services Coordinator).

BUYER:	James Bernahl	PHONE:	(847)716-3261
EMAIL:	jbernahl@winnetka.org		

FULL NAME OF BIDDER	chicagoand paving Contractors
BID CONTACT PERSON	Bill Bawes
TELEPHONE NUMBER	847 550 9681

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

PLEASE NOTE: Our bid documents have changed; please review carefully.

16 TO
BID DATE 4-20-16 down
BID TIME 10:00
WITH PRINTS LG SM NO
COMPLETE DATE/DAYS:
1096

VILLAGE OF WINNETKA, ILLINOIS

PROJECT INFORMATION

PROJECT NAME:	2016 ASPHALT PATCHING PROGRAM
USER DEPARTMENT:	PUBLIC WORKS

EVENT:	LOCATION:	DATE:	TIME:
Pre-Bid Specification Inquiry Deadline	Via Email to: jbernah1@winnetka.org	April 15 th , 2016	5:00pm
Bidder's Submittal to Village; bids will be read allowed in a public forum.	WINNETKA VILLAGE HALL ATTN: FINANCIAL SERVICES COORD. 510 GREEN BAY ROAD WINNETKA, IL 60093	April 20 th , 2016	10:00am

<input checked="" type="checkbox"/>	SUBMITTAL CHECKLIST (BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)
<input checked="" type="checkbox"/>	ORIGINAL BID PACKET
<input checked="" type="checkbox"/>	2 COPIES OF BID PACKET
<input checked="" type="checkbox"/>	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
<input checked="" type="checkbox"/>	REFERENCES
<input checked="" type="checkbox"/>	SIGNED AFFIDAVITS CONTAINED IN THIS PROPOSAL DOCUMENT

Description:

The Village of Winnetka is accepting sealed bids for the joint bid 2016 Asphalt Patching Program. This program includes removal and disposal of existing pavement and installation of Hot Mix Asphalt within the communities of Village of Winnetka, Village of Glencoe, Village of Niles, Village of Mount Prospect, Village of Northbrook, Village of Wheeling and Village of Wilmette.

The communities listed above have partnered to consolidate services for asphalt patching repairs to streets. Through this consolidation, the communities are presenting an economy-of-scale to potential bidders, thus providing opportunities for increased revenues to the successful bidder as well as reduced costs to the successful bidder and the communities. Each community's Village Board or Council will independently approve the contract award and each community will then issue its own contract with the successful bidder.

Note: It is expected that the contractor will need to coordinate individually with each community to develop an appropriate schedule based on each individual community's needs.

Written questions regarding the substance of the bid or scope of services must be submitted via e-mail to the Village of Winnetka Assistant Director of Public Works and Engineering, James Bernahl at jbernah1@winnetka.org no later than the Pre-Bid Specification Inquiry Deadline indicated above.

VILLAGE OF WINNETKA, ILLINOIS

INVITATION FOR BIDDER'S PROPOSALS

SOLICITATING AGENT & OWNER:

Village of Winnetka
Public Works Department
1390 Willow Road
Winnetka, IL 60093
James Bernahl, P.E., CFM, Assistant Director of Public Works
(847) 716-3261
jbernahl@winnetka.org

OWNER:

Village of Glencoe
Public Works Department
675 Village Court
Glencoe, IL 60022
David Mau, Director of Public Works
(847) 835-4111 x1116
davidm@villageofglencoe.org

OWNER:

Village of Niles
Public Services Department
6849 W. Touhy Avenue
Niles, IL 60714
Mary J. Anderson, Director of Public Services
(847) 588-7900
mja@vniles.com

OWNER:

Village of Northbrook
Public Works Department
655 Huehl Road
Northbrook, IL 60062
Matt Morrison, Assistant Director of Public Works
(847) 664-4110
matt.morrison@northbrook.il.us

OWNER:

Village of Mount Prospect
Public Works Department
1700 West Central Road
Mount Prospect, IL 60090
Sean Dorsey, Director of Public Works
(847) 870-5640
sdorsey@mountprospect.org

16-150

VILLAGE OF WINNETKA, ILLINOIS

INSTRUCTIONS TO BIDDERS

- 1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Financial Services Coordinator at (847)716-3504 or nmostardo@winnetka.org for these documents.

Companies interested in doing business with the Village of Winnetka are able to register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the Village of Winnetka.

The Village of Winnetka is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

- 2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the Village of Winnetka other than as a service that facilitates communication between the Village and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the Village. Communications to DemandStar.com do not constitute communications to the Village.

3) **BID REQUIREMENTS:**

All bids must be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in this Request for Bids (the RFB). Please make and retain a copy of your Response (Bid) for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. Bidders must sign, in ink, the bid form where indicated and have the signature notarized. **Unsigned bids will not be read.**

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

4) **ALTERNATE/EQUAL BIDS:**

The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The Village of Winnetka, for cost effective measures, standardizes on specific items; those bids will contain the language "NO SUBSTITUTIONS," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "NO SUBSTITUTIONS" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders submitting alternate items, of equal specifications, may be requested to provide samples of the item they intend to supply for testing. The Financial Services Coordinator of the Village shall be the sole judge to determine whether the alternate item is actually equal to the item identified in the specifications and the Financial Services Coordinator's decision will be final and binding.

Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the Village.

The Village recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the Village. Alternates will be compared to the lowest responsive, responsible bid as specified.

5) **COMPETITION INTENDED:**

It is the Village's intent that this Request for Bids (RFB) permits competition. It shall be the bidder's responsibility to advise the Buyer in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFB to a single source.

VILLAGE OF WINNETKA, ILLINOIS

Such notification must be received by the Buyer not later than seven (7) days prior to the date set for bids to close.

6) **DEVIATIONS:**

The Village of Winnetka reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the Village to accommodate accepted deviations.

7) **EXCEPTIONS:**

Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Bidder's letterhead and signed; exceptions must reference the bid number and the specification, contract term or other portion of the Request for Bids which is being excepted. If the Bidder wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Bidder agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the bid.

8) **EXAMINATION BY BIDDER:**

The Bidder shall, before submitting his bid, carefully examine the bid and specifications. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the Village, such information represents only the opinion of the Village of Winnetka as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The Village of Winnetka does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

9) **ELECTRONIC TRANSMITTALS:**

Facsimile and/or e-mail transmitted bids will not be accepted by the Village of Winnetka. In addition, the Village will not transmit facsimile bid specifications to the Bidder.

10) **INTERPRETATION OF CONTRACT DOCUMENTS:**

If a potential Bidder is uncertain as to the meaning of any part of the specifications or this RFB, the bidder is expected to contact the Financial Services Coordinator up to the deadline listed on the Project Information page for Exceptions to Bids.

11) **PREPARATION OF BIDS:**

The Bidder shall return his bid on the attached bid forms. It must be returned with all pages intact. Please make and retain a copy of the signed bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

When a bid consists of a number of items, prices must be submitted for all items unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the proposal pricing page. The Bidder must bid in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the Village and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail. Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award.

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The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered. In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids that contain omissions, erasures, conditions, or alterations may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.

If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.

If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Financial Services Coordinator shall be submitted.

If the Bidder is a sole proprietor, the owner shall execute the bid. A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.

12) SUBMISSION OF BIDS:

The Bidder shall be responsible for delivery of bids to the Financial Services Coordinator before the date and hour set for the opening of bids. Late bids will not be considered and will be returned unopened.

All bids must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope.

You must allow sufficient time for processing through the Village's internal mailroom system.

13) PROPRIETARY INFORMATION:

Under the Illinois Freedom of Information Act, all records in the possession of the Village of Winnetka are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "[t]rade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The Village will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception. The Village FOIA Officer is the final authority on judging proposed document redactions.

14) CONTRACT AWARD INFORMATION:

If the bidder wishes to propose terms and conditions or alternative paperwork he must do so as an exception (see EXCEPTIONS above).

Award notification can be sent to the vendor receiving the award via mail or fax. Award status can be viewed at <http://www.villageofwinnetka.org/departments/finance/bid-and-proposal-opportunities/>.

END OF INSTRUCTIONS TO BIDDERS

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GENERAL CONDITIONS

1) ACCURACY DISCLAIMER:

The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

2) ADDENDUM AND SUPPLEMENT TO REQUEST FOR BIDS (RFB):

If it becomes necessary or advisable to revise any part of this RFB or if additional data is necessary to enable the exact interpretation of provisions of this RFB, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

Addendum information is available over the Internet at <http://www.villageofwinnetka.org/departments/finance/bid-and-proposal-opportunities/>. Adobe Acrobat Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

3) APPLICABLE CODES AND ORDINANCES:

Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

4) CHANGES:

The Village of Winnetka reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between the Village of Winnetka and the successful bidder subject to approval by the Village of Winnetka corporate authorities, if applicable.

5) COMMENCEMENT OF WORK:

The successful bidder must not commence any billable work prior to the Village's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the bidder's risk.

6) COMMUNICATIONS:

In an effort to create a more competitive and unbiased procurement process, the Village of Winnetka desires to establish a single point of contact throughout the procurement process. From the issue date of this RFB, until a bid is awarded, all requests for clarification or additional information regarding this RFB, or contacts with the Village personnel concerning this RFB or the evaluation process must be solely to the contact person listed on the cover page of this RFB.

A violation of this provision is cause for the Village to reject the Bidder's submittal. If it is later discovered that a violation has occurred, the Village may reject any bid or terminate any contract awarded pursuant to this RFB. No contact regarding this document with other Village employees is permitted.

7) CONFIDENTIAL INFORMATION AND VILLAGE PROPERTY: It is agreed that any and all specifications, drawings, or data furnished by Village of Winnetka shall (1) remain the Village's sole and exclusive property; (2) be considered and treated by Contractor as the Village's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

8) CONTRACTOR PERFORMANCE: The Instructions, General Conditions, Special Conditions, Specifications and Scope of Work, and attached exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the Village. Failure to comply with any statutory requirements shall be deemed a performance breach.

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9) DISCIPLINE:

Nothing herein shall be construed to imply that the Village of Winnetka is retaining control over the operative details of the Contractor's work or the subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

10) DRUG FREE WORKPLACE:

The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

11) ENDORSEMENTS:

Contractor shall not use the name, seal or images of the Village of Winnetka in any form of endorsement to any third-party without the Village's written permission.

12) F.O.B.:

All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without the Village of Winnetka's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

13) FORCE MAJEURE:

The Village of Winnetka shall not hold Contractor liable for an extraordinary interruption of events or damage of Village property by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

14) HOLDING OF BIDS:

Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the Village's loss in re-bidding.

15) INDEMNITY:

The Contractor shall, at all times, fully indemnify, hold harmless, and defend the Village and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the Village, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the Village's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The Village does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

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16) LAW GOVERNING:

The RFB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

17) LIENS, CLAIMS, AND ENCUMBRANCES:

Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

18) MSDS:

When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the Financial Services Coordinator or their designee.

19) MISCELLANEOUS REQUIREMENTS:

The Village will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

20) NON-DISCRIMINATING:

The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

21) PATENTS:

Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the Village of Winnetka, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the Village of Winnetka whenever infringement will result from Contractor's adherence to specifications supplied by the Village or by an authorized Village representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the Village of Winnetka, its Officers, agents or employees therein.

22) PAYMENT:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The Village shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and **any statute of limitations to the contrary is hereby waived.**

23) PROTEST:

No protest shall be based on a matter or issue which could have been raised as a question prior to bid opening.

Any protest concerning the award of a contract shall be decided by the Finance Director. Protests shall be made in writing to the Finance Director and shall be filed within three (3) business days of final approval and acceptance of the bid by the Village Council. A protest is considered filed when received by the Finance Director. The written protest shall include the name and address of the protestor, the RFB number, a statement of the specific reasons for the protest and supporting exhibits. The Finance Director will respond to the written protest with a written determination as soon as practical. The Finance Director's decision relative to the protest shall be final.

Upon receipt of a protest the Village may, but is not required to, delay its order under the awarded contract.

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24) RESERVATION OF RIGHTS:

The Village of Winnetka reserves the right to reject any or all Bids failing to meet the Village's specifications or requirements and to waive technicalities. If in the Village of Winnetka's opinion, the lowest Bid is not the most responsible, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the Village. In determining the lowest responsible bidder, the Village shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the Village and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Offeror's failure to meet the mandatory requirements of the RFB will result in the disqualification of the bid from further consideration.

The Village further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised RFB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the Village's discretion and shall be made in the best interest of the Village.

25) SUBCONTRACTORS:

All subcontractors shall be identified on the form contained herein. Contractor shall require that the subcontractor comply with all Village Prevailing Wage Act requirements. The Village of Winnetka reserves the right to reject any or all subcontractors.

26) TAX:

The Village of Winnetka does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9998-1246-07. A copy of the exemption letter is available upon written request.

27) TERMINATION, CANCELLATION AND DAMAGES:

This contract may be terminated upon mutual agreement of both parties. The Village may terminate based on the Contractor's breach or default. Unless the breach or default creates an emergency situation, as determined in the Village's sole discretion, the Contractor shall be given notice and a five (5) day opportunity to cure before the termination becomes effective. If the Village terminates this Contract because of the Contractor's breach or default, the Village shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost to cover, incidental and consequential damages and the cost of re-proposing. The Village may offset these additional costs against any sums otherwise due to the Contractor under this proposal or any unrelated contract.

If the Village of Winnetka fails to appropriate funds to enable continued payment of multi-year contracts the Village may cancel the contract without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

28) TRANSFER OF OWNERSHIP OR ASSIGNMENT:

The terms and conditions of this contract shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the Village of Winnetka must be notified and approve same in writing.

29) BIDDER QUALIFICATIONS:

Vendor will provide a general history, description and status of their Company.

30) VENUE:

By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Second Judicial District in Cook County, Illinois and that Illinois law will control.

31) WARRANTY:

Complete warranty information detailing period and coverage must be submitted.

END OF GENERAL CONDITIONS

VILLAGE OF WINNETKA, ILLINOIS

SPECIAL CONDITIONS

1) PREMISE:

This agreement under which these contractual services are to be provided will be under the direct supervision of the Director of Public Works or authorized representatives. Any alterations or modifications of the work performed under this agreement shall be made only by written agreement between the Contractor and the Village and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.

2) QUALIFICATIONS:

All Bidders shall submit a Statement of Qualifications along with its sealed bid. The Statement of Qualifications shall contain the bidder's IDOT pre-qualification and a list of all similar public projects completed by the bidder within the last 5 years, including the name of the public body for which the work was performed, a description of the work, the contract amount, and the name and phone number of a contact person for each project.

3) CHANGES IN THE SCOPE OF THE CONTRACT:

The Village may, by written order, make changes in the general scope of the contract and in the specifications. The contractor will be given as much advance notice as is practical when, for example, a section or location of the town may added or deleted from the contract. If the changes so ordered cause an increase or decrease in the price of the contract an equitable adjustment will be made and the contract will be modified accordingly. The Village of Winnetka shall have the right at its discretion to increase or decrease the total quantities of the contract by +/- 20% without a cause of change in proposed rates.

4) LIQUIDATED DAMAGE CLAUSE:

If at any time, the minimum tasks as outlined are not performed in accordance with the specifications, the amount of fee may be reduced by the amount equal to the costs associated with the Village seeking a secondary vendor to complete the tasks appropriately plus \$1000 per calendar day. This amount will be deducted in the form of a liquidated damage and not as a penalty.

5) TERMINATION OF CONTRACT:

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the contractor, in the event that sufficient funds to complete the contract are not appropriated by the Village Board of Trustees. The Village further reserves the right to terminate the whole or any part of this contract, upon written notice to the contractor, in the event of default by the contractor. Default is defined as failure of the contractor to perform any provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the Village may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated. The contractor shall be liable for any excess cost for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Agent that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the contractor.

6) SCOPE OF SERVICES:

ROADWAY PATCH (USING AN IDOT APPROVED HMA, MIX "D", N50 OR N70)

The contractor shall become fully acquainted with the nature of the work, the areas at which work is to be accomplished, and the conditions affecting the cost and performance of the equipment necessary to complete the removal and disposal of existing pavement and installation of Hot Mix Asphalt.

This work shall consist of constructing Hot-Mix Asphalt Pavement Patching at various thicknesses as specified under the pay items listed on the schedule of quantities. The thickness of each item shall consist of those shown in the plans and as directed by the Engineer. All work shall be performed in accordance with Sections 355, 406, 407, 1030 and related sections of the "Standard Specifications for Road and Bridge Construction", latest edition, and as directed by the Engineer. The Contractor shall be responsible for all QA/QC and related inspection and documentation for all Hot-Mix Asphalt mix, as described in Section 1030 of the "Standard Specifications".

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Pavement patches will be replaced with either Hot-Mix Asphalt, Mix "D", N50 or Hot-Mix Asphalt, Mix "D", N70 to include a minimum 4-inch thick CA-6 Virgin Crushed Limestone subbase (when patch is full depth). The exact location and dimension will be determined by Village Engineer and will be marked in the field by a Village representative.

This item shall consist of the removal of existing asphalt pavement, via saw-cutting of the pavement in such a manner as to avoid extending beyond the limits of the patch, at various depths, and shall be placed in lifts not to exceed 2-inches, using hot-mix asphalt, Mix "D", N50 or N70 as directed. The pavement removal shall provide a straight, clean edge on all sides, or the contractor shall make corrections as required, which shall be incidental to the contract as defined herein and the IDOT specifications.

DRIVEWAY APRON RESTORATION

This item of work shall comply with the applicable portions of Sections 406 and 440 of the Standard Specifications for Road and Bridge Construction (IDOT) except as follows:

This work shall occur at locations as specified by the Municipalities and shall consist of a full depth sawcut if needed, removal and disposal of the existing driveway apron pavement and base to a depth of 6.5", grading and compacting of 4" of compacted Subbase Granular Material, Type B (crushed concrete and pavement grindings not allowed) and 2.5" of Hot Mix Asphalt Surface Course, Mix D, N50.

Where the asphalt driveway apron is an overlay of a concrete driveway apron, no extra compensation will be given for removal of the concrete base or placement of CA-6 aggregate to bring up to proper elevation 4" below the proposed surface.

All Hot Mix Asphalt of the type specified in the contract shall be certified by the Illinois Department of Transportation.

7) WORK CREW SUPERVISION:

The Contractor shall provide a qualified foreman to supervise each crew engaged in working under this agreement. The foreman must be able to converse in the English language and shall be authorized by the Contractor to accept and act on directives from an authorized representative of the Village. Failure to do so shall be sufficient cause for the Village to give notice that the Contractor is in default of the agreement unless such directives would create potential personal injury or safety hazards or such directives are contrary to the intent of these specifications. In the event only one person is assigned under this agreement, such person shall be considered the foreman and must meet the previously stated requirements. Except for emergencies, the same personnel shall perform the same work each day.

8) PROTECTION OF PUBLIC AND PRIVATE PROPERTY:

The Contractor shall exercise all necessary caution to protect pedestrian traffic and to protect all public and private property from injury or damage caused by the Contractor's operations.

- a. Any practice obviously hazardous in the opinion of an authorized Village representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.
- b. The Contractor shall comply with all OSHA and other Federal and State safety standards including Employee Right to Know Programs.

9) LOCATION AND SCHEDULE OF WORK:

Work under the terms of these specifications will be conducted at the locations specified on the attached exhibits as well as the specific locations provided by the Village Engineer.

- a. The Contractor shall establish a general **schedule for the completion of the work** outlined by this contract. The schedule shall be submitted to the Director of Public Works at the commencement of the agreement and shall be updated at any time revisions in the schedule occur. The schedule shall include the general order and locations in which daily tasks will be accomplished.
- b. The Contractor shall provide a satisfactory progress schedule or critical path schedule, which will show the proposed sequence of work, and how the Contractor proposes to complete the various items of work within the number of working days allowed per contract.

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10) MATERIALS AND EQUIPMENT:

- a. Materials - All hot-mix asphalt mixtures shall conform to the applicable portions of the current requirements of the "Standard Specifications for Road and Bridge Construction", latest edition, of the Illinois Department of Transportation. All such mixtures shall be manufactured in Illinois-based plants within the tolerance limits of the mixing formula provided by the Illinois Department of Transportation to the given plant for the given mixture except as provided for herein. Hot-mix asphalt mixtures for binder and surface construction shall meet the requirements of the IDOT, District One Office.
- b. The Contractor shall provide at his sole expense all materials, equipment and supplies needed to complete the work as specified within this contract.

11) CLEANING STANDARDS AND WORKMANSHIP:

It is the intent of these specifications for the Contractor to provide a high level of service in the performance of roadway patching and in the general interaction with the public at all times. The following statements indicate general standards and workmanship to be furnished under this agreement:

- a. The Contractor shall ensure that all patching work is performed in a safe and timely manner. Efforts will be made to ensure the least amount of impact to the surrounding businesses and the general public during operations.
- b. The Contractor will ensure that appropriate safety measures including signage and traffic control protection is used during the performance of patching activities.

12) MOBILIZATION:

The estimated number of mobilizations that the Contractor shall make to each municipality is as follows:

Village of Glencoe: 3 Mobilizations
Village of Niles: 2 Mobilizations
Village of Mount Prospect: 3 Mobilizations
Village of Northbrook: 2 Mobilizations
Village of Winnetka: 3 Mobilizations

Mobilization will not be paid for separately, but will be included in the items for which this work applies.

13) WORKING HOURS:

The Contractor shall schedule normal work activities, exclusive of Village holidays, during normal working hours 7:00AM to 7:00PM Monday thru Friday. Permission to work on weekends or during different times may be granted on a case by case basis if the Village deems it appropriate to ensure the work is completed in a timely manner and provides a benefit to the Village. The Contractor shall be available and provide a telephone number for 24 hour emergency call back for emergency situations.

14) SECURITY AND ACCESS:

The Contractor will be working in public areas; all such areas shall be maintained in a secured condition at all times and these areas shall be cleaned and restored to their original condition immediately upon completing the required work.

15) CONTRACTOR ACCESS:

The Contractor shall be allowed access to designated public areas to perform the required work in accordance with the times set forth in paragraphs above. All activities of the Contractor will be coordinated through the Director of Public Works or his designee.

16) PERSONNEL REQUIREMENTS:

All employees assigned by the Contractor shall be fully capable, experienced, and trained in the work employed to perform. All employees assigned by the contractor shall comply fully with all State and Federal laws. They shall be physically able to do their work and be free from any communicable diseases. The Foreman shall be fluent in the English language and be authorized by the Contractor to accept and act upon all directives issued by the Director of Public Works or his designee. The Contractor is responsible and liable for any wrongful actions of his employees.

END OF SPECIAL CONDITIONS

VILLAGE OF WINNETKA, ILLINOIS

**BID #016-008
SPECIFICATIONS**

GENERAL SPECIFICATIONS FOR ASPHALT ROADWAY PATCHING – VARIOUS DEPTHS

Areas: Various Locations

Term: 36-month

The Village of Winnetka uses all prices and answers in the "Bidder Proposed to Furnish" section to evaluate successful bidders. The Village of Winnetka reserves the right to split the bid (use multiple vendors).

LIST OF DRAWINGS (EXHIBIT A):

Sheet Nos.	Sheet Titles	Date Last Revised
701201-04	Lane Closure, 2L, 2W, Day Only, for speeds >45 mph	01-01-11
701306-03	Lane Closure, 2L, 2W, Slow Moving Operations Day Only, for speeds >45mph	01-01-11
701501-06	Urban Lane Closure, 2L, 2W, undivided	01-01-11

ESTIMATED QUANTITIES:

	Item	Unit	Winnetka	Glencoe	Niles	Mount Prospect	Northbrook		
Roadway Patch's Using an IDOT approved HMA, Mix "D", N50 Mix									
1	Type 1,2,3 4 Class D Patches, 2" depth	SY	300 SY						
2	Type 1,2,3 4 Class D Patches, 4" depth	SY		350 SY	950 SY	550 SY	950 SY		
3	Type 1,2,3 4 Class D Patches, Full Depth	SY	100 SY			100 SY			
Roadway Patch's Using an IDOT approved HMA, Mix "D", N70 Mix									
1	Type 1,2,3 4 Class D Patches, 2" depth	SY							
2	Type 1,2,3 4 Class D Patches, 4" depth	SY							
3	Type 1,2,3 4 Class D Patches,	SY				50 SY			

VILLAGE OF WINNETKA, ILLINOIS

	Full Depth								
Driveway Apron Restoration									
1	Driveway Apron Removal and Replacement	SY				200 SY			

1) TERMS:

This price will be in effect for thirty-six (36) months, with an option for an additional two-year period. Upon mutual agreement, the Village of Winnetka and _____ may extend the contract at any time, but may be canceled by either party at any time by giving sixty (60) days written notice sent by registered mail, prior to date of termination.

END OF BID SPECIFICATIONS

VILLAGE OF WINNETKA, ILLINOIS

**BID #016-008
BID FORM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	
Main Business Address	Chicagoland Paving Contractors Inc.
	225 Telser Road
	Lake Zurich, IL 60047
City, State, Zip Code	
Telephone Number	847 550 9681
Fax Number	847 550 9684
Bid Contact Person	Bill Bowes
Email Address	chicagoland1@sbcglobal.net

TO: Village of Winnetka

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

<u>Kevin Meertz</u> (President or Partner)	<u>William R. Bowes</u> (Vice-President or Partner)
<u>William R. Bowes</u> (Secretary or Partner)	<u>Kevin Meertz</u> (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Financial Services Coordinator, Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

VILLAGE OF WINNETKA, ILLINOIS

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the bidder certifies that he has provided equipment; supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the Village to verify references of business and credit at its option.

The undersigned, upon being first duly sworn, hereby certifies to the Village of Winnetka, Illinois, that all work under this bid shall comply with the Prevailing Wage Rate Act of the State of Illinois (820 ILCS 130/0.01, et set) and as amended by Public Acts 86-799 and 86-693, with rates to be paid in effect at time work is performed. Contractors shall submit certified records to the Village with requests for payment. Contractors shall be responsible for determining local rates throughout the duration of the project.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

BID AWARD CRITERIA:

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount.

TOTAL BID AMOUNT:

\$ 199,900.00 Total (in figures)
one hundred ninety nine thousand nine hundred Dollars and 00 Cents.
(Print or Type)

The Contractor agrees to provide the equipment, service and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X [Signature] v.p.
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED FOR CONSIDERATION

Subscribed and sworn to before me this 20 day of June AD, 2018
Julie C. Heiderman My Commission Expires: 10/18/18
(Notary Public)



VILLAGE OF WINNETKA, ILLINOIS

BONDING AND INSURANCE REQUIREMENTS

The Village of Winnetka reserves the right to require reasonable bonding instruments to ensure performance of the awarded vendor. The bonding requirements for this project are listed below:

Instrument Type	Conditions	Submittal	Required
Bid/Proposal Security	Not less than 10% of the total bid amount. Security may be in the form of a bid bond, cashier's check, money order or bank draft.	With bid response.	REQUIRED
Performance Bond	100% of the total contract award amount.	Within fourteen (14) days upon approval of award by corporate authorities.	REQUIRED
Warranty Bond	ONE (1) year warranty bond.	Within fourteen (14) days upon approval of award by corporate authorities.	NOT REQUIRED
Certificate of Insurance	Requirements listed on subsequent page.	Within fourteen (14) days upon approval of award by corporate authorities.	REQUIRED

INSTRUMENT DEFINITIONS

PROPOSAL SECURITY/BOND: The security will be returned when the contract is awarded to the successful Offeror. The successful Offeror's security may be held for a period not to exceed ninety (90) days, to allow the Village of Winnetka's measurement of Contractor performance. Failure to perform will result in security forfeiture as liquidated damages to cover the cost of Village of Winnetka's re-proposal costs.

PERFORMANCE BONDS & LABOR & MATERIALS BONDS: Performance Bonds will provided by the successful vendor in the amount of 100% of the contract price. Said bond shall be issued by a responsible surety listed in Best's Key Ratings Guide, and shall guarantee the prompt payment of all materials, labor, and protect and save harmless the Village of Winnetka from claims and damages of any kind caused by the performance of the contract. The contractor's bond shall also guarantee the faithful performance of the prevailing wage clause as provided by the contract. Failure to furnish said bonds will result in the forfeiture of the bid deposit as liquidated damages, not as a penalty.

WARRANTY BOND: The successful vendor must submit a warranty bond for the period indicated above that ensures that all warranty issues relating to the project herein will be addressed by the vendor during said period.

CERTIFICATE OF INSURANCE: The successful vendor should refer to the applicable amount listed and on the Insurance Graph. Said insurance companies must be listed in the Best's Key Ratings Guide.

VILLAGE OF WINNETKA, ILLINOIS

INSURANCE REQUIREMENTS

Section 1 GENERAL

The Village of Winnetka requires certain types and amounts of insurance to be carried by those providing services to the Village. The insurance is to be arranged so as to protect the contractor or service provider and the Village from suits arising out of injury to employees, and bodily injury, personal injury or property damage to members of the public. General guidelines are provided in the attached Exhibit. Before beginning any work for the Village, proof of insurance must be furnished by the contractor or service provider. The same guidelines apply to any subcontractor you hire to perform work in conjunction with this contract.

All insurance provided must be with a company satisfactory to the Village of Winnetka. Generally, any company with a rating of less than A-, as issued by the latest edition of Best's Insurance Rating Guide, is unacceptable.

Section 2 WORKER'S COMPENSATION

All contractors or service providers shall furnish satisfactory proof that they have taken out, for the period covered by the work under this agreement, full worker's compensation insurance for all employees whom the contractor or service provider may employ in carrying out the work contemplated under this agreement. Should the work fall within the jurisdiction of the United States Longshoreman's and Harbor Workers Compensation Act and liability under the Admiralty and Railroad Employees Federal Liability Act, it is the contractor's responsibility to extend their coverage to provide and maintain full force coverage, under one or any of these acts, during the period covered by this agreement.

In addition, the contractor or service provider shall furnish to the Village, satisfactory proof that the insurance includes coverage for occupational diseases. Employer's liability should also be provided for both bodily injury and disease that may arise out of the employment of any persons involved under this agreement.

Section 3 GENERAL LIABILITY INSURANCE

General Liability Insurance shall be carried by all contractors or service providers on a comprehensive form and on an occurrence basis. Proof of such coverage shall be furnished to the Village. Such proof shall verify that the coverage includes contractual liability.

Section 4 AUTOMOBILE LIABILITY INSURANCE

The contractor or service provider shall purchase insurance to cover any liability arising out of the use of any vehicle.

Section 5 AMOUNT OF INSURANCE

The worker's compensation insurance covering injury to employees of a contractor or service provider, shall provide statutory coverage.

All other liability coverage shall provide a total limit of liability for this contract. In many cases, the limit of liability is \$5,000,000 combined for both bodily injury and property damage is required. In order to achieve this limit, several policies of insurance may be necessary and this is satisfactory to the Village provided proof of such coverage is provided to the Village.

Section 6 CERTIFICATES OF INSURANCE

Prior to beginning any work, the contractor or service provider is required to provide certificates of insurance verifying coverage. A standard certificate of insurance form is acceptable. The certificate shall verify that each policy shall bear an endorsement precluding cancellation or reduction of, or material change in coverage without first giving the Village of Winnetka 30 days prior notice in writing.

Nothing contained within the insurance requirements shall be construed as limiting the extent of the contractor or service providers' responsibility for payment of damages resulting from his operations under this agreement.

VILLAGE OF WINNETKA, ILLINOIS

Section 7 INDEMNITY

The contractor or service provider shall indemnify and hold harmless the Village, its agents, officials and employees against all injuries, deaths, claims, liabilities, costs and expenses, etc., which may accrue against the Village in consequence of the granting of this agreement.

The required insurance liability for the project outlined in the SPECIFICATIONS section is highlighted in yellow below. Absence of highlighting indicates no proof of insurance is required for this bid:

This table is intended as a general guide. In the event that the activities to be performed don't fall into one of the following categories, the Village may require more or less coverage than indicated below.	Total Limit of Liability (In Millions) Per Project	Worker's Compensation and Employers Liability	Comm'l General Liability	Comprehensive Form	Premises/Operations	Underground Explosion & Collapse	Produces/Completed Operations	Contractual	Independent Contractors	Broad Form Property Damage	Auto Liability	Any Auto	Garage Liability	Aircraft Liability
Auto Repairs	2	X	X	X			X	X	X		X	X	X	
Buildings – Construction, alteration (including roofing), repair and demolition	5	X	X	X		X	X	X	X	X	X	X		
Buildings – Maintenance & Repair (Plumbing, HVAC, electrical, etc.)	2	X	X	X		X	X	X	X	X	X	X		
Delivery and Messenger Services	2	X	X	X			X	X	X		X	X		
Guard Services	2	X	X	X			X	X	X		X	X		
Janitorial Services and Window Washing	2	X	X	X			X	X	X		X	X		
Landscaping – Lawn maintenance, gardening, etc.	2	X	X	X			X	X	X		X	X		
Maintenance & Repair of Office Machines	2	X	X	X			X	X	X	X				
Movie Making	5	X	X	X			X	X	X		X	X		
Permits – Use of Village facilities for meetings	2	X	X		X			X						
Road and Street Construction	5	X	X	X		X	X	X	X	X	X	X		
Rubbish Removal (Scavengers)	5	X	X	X			X	X	X		X	X		
Sewer & Water – Repair and Installation	5	X	X	X		X	X	X	X	X	X	X		
Sidewalk Construction	2	X	X	X		X	X	X	X		X	X		
Special Events – Fireworks, amusement rides, etc.	5	X	X	X			X	X	X		X	X		
Surveys – Aerial	5	X	X	X			X	X	X					X
Surveys – Ground	2	X	X	X			X	X	X		X	X		
Tree Removal, Installation, Trimming	5	X	X	X		X	X	X	X		X	X		
Uniform Supply	2	X	X	X			X	X	X		X	X		

VILLAGE OF WINNETKA, ILLINOIS

VENDOR COMPLIANCE AFFIDAVIT

As a condition of entering into a contract with the Village of Winnetka, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned deposes and states that he has the authority to make any certifications required by this Affidavit on behalf of the bidder, and that all information contained in this Affidavit is true and correct in both substance and fact.

Section 1: BID RIGGING AND ROTATING

1. This bid is not made in the interest of, or on behalf of an undisclosed person, partnership, company, association, organization or corporation;
2. The bidder has not in any manner directly or indirectly sought by communication, consultation or agreement with anyone to fix the bid price of any bidder, or to fix any overhead profit or cost element of their bid price or that of any other bidder, or to secure any advantage against the Village of Winnetka or anyone interested in the proper contract;
3. This bid is genuine and not collusive or sham;
4. The prices, breakdowns of prices and all the contents quoted in this bid have not knowingly been disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to the bid opening;
5. All statements contained in this bid are true.
6. No attempt has been or will be made by the bidder to induce any other person or firm to submit a false or sham bid.
7. No attempt has been or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition;
8. The undersigned on behalf of the entity making this proposal or bid certifies the bidder is not barred from entering into this contract as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code.

Section 2: TAX COMPLIANCE

1. The undersigned on behalf of the entity making this proposal or bid certifies that neither the undersigned nor the entity is barred from contracting with the Village of Winnetka because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax;
2. The undersigned or the entity making this proposal or bid understands that making a false statement regarding delinquency of taxes is a Class A Misdemeanor and in addition voids the contract and allows the municipality to recover all amounts paid to the entity under the contract in civil action.

Section 3: EQUAL EMPLOYMENT OPPORTUNITY

This EQUAL OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act, 775 ILCS 5/101 et seq.

In the event of the contractor's non-compliance with any provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights, the contractor may be declared non-responsive and therefore ineligible for future contractor subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulations.

During the performance of this contract, the contractor agrees:

VILLAGE OF WINNETKA, ILLINOIS

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or woman are underutilized and will take appropriate action to rectify any such underutilization;
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contract's) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other such agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and contracting agency will recruit employees from other sources when to fulfill its obligation thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Departments Rules and Regulations for Public Contracts.
7. That it will include verbatim or by reference the provisions of this Equal Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 4: ILLINOIS DRUG FREE WORK PLACE ACT

The undersigned will publish a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or a use of a controlled substance is prohibited in the work place;
2. Specifying the actions that will be taken against employees for violating this provision;
3. Notifying the employees that, as a condition of their employment to do work under the contract with the Village of Winnetka, the employee will:
 - i. Abide by the terms of the statement;
 - ii. Notify the undersigned of any criminal drug statute conviction for a violation occurring in the work place not later than five (5) days after such a conviction.

VILLAGE OF WINNETKA, ILLINOIS

4. Establishing a drug free awareness program to inform employees about:

- i. The dangers of drug abuse in the work place;
- ii. The policy of maintaining a drug-free work place;
- iii. Any available drug counseling, rehabilitation or employee assistance programs;
- iv. The penalties that may be imposed upon an employee for drug violations.

5. The undersigned shall provide a copy of the required statement to each employee engaged in the performance of the contract with the Village of Winnetka, and shall post the statement in a prominent place in the work place.

6. The undersigned will notify the Village of Winnetka within ten (10) days of receiving notice of an employee's conviction.

7. Make a good faith effort to maintain a drug free work place through the implementation of these policies.

8. The undersigned further affirms that within thirty (30) days after receiving notice of a conviction of a violation of the criminal drug statute occurring in the work place he shall:

- i. Take appropriate action against such employee up to and including termination;
- or
- ii. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health department, law enforcement, or other appropriate agency.

Section 5: SEXUAL HARASSMENT POLICY

The undersigned on behalf of the entity making this proposal or bid certifies that a written sexual harassment policy is in place pursuant to Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A).

This Act has been amended to provide that every party to a public contract must have written sexual harassment policies that include, at a minimum, the following information:

1. The illegality of sexual harassment;
2. The definition of sexual harassment under State law;
3. A description of sexual harassment, utilizing examples;
4. The vendor's internal complaint process, including penalties;
5. The legal recourse, investigative and complaint process available through the Department of Human Rights, and the Human Rights Commission;
6. Directions on how to contact the Department and Commission;
7. Protection against retaliation as provided by 6-101 of the Act.

VILLAGE OF WINNETKA, ILLINOIS

Section 6: VENDOR INFORMATION

1. Is the bidder a publicly traded company? (Yes or No)

If the answer is yes, state the number of outstanding shares in each class of stock. Provide the name of the market or exchange on which the company's stock is traded.

2. Is the bidder 50% or more owned by a publicly traded company? (Yes or No)

If the answer to the above question is yes, name the publicly traded company or companies owning 50% or more of your stock, state the number of outstanding shares in each class of stock and provide the name of the market or exchange on which the stock of such company or companies is traded.

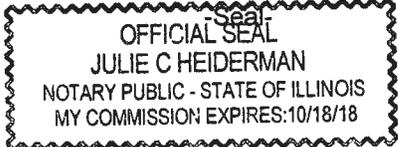
IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER ANY AWARD MADE UNDER THE TERMS AND PROVISIONS OF THIS PROPOSAL.

CONTRACTOR SIGNATURE: William R. Bares

NAME: William R. Bares TITLE: VP
(Print or type)

Subscribed and sworn to me this 20 day of Apr, 20 16, A.D.

By: Julie C Heiderman
(Notary Public)



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Chicaogland Paving Contractors, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 225 Telser Road	Requester's name and address (optional)
	6 City, state, and ZIP code Lake Zurich, IL 60047	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] [] - [] [] [] - [] [] [] []	
or	
Employer identification number	
3 6 - 3 4 9 4 4 9 2	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 4/20/16
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

VILLAGE OF WINNETKA, ILLINOIS

REFERENCES

The vendor must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If bidder is a new business, provide references that will enable the Village to determine if bidder is responsible.

COMPANY NAME:	please see attached
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

STATE THE NUMBER OF YEARS IN BUSINESS:	29
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	45

Street Project List 2015

Village of Buffalo Grove

Auburn Lane Roadway Reconstruction
Contract Amount: \$ 859,900.00
Mr. Leo Morand
Gewalt Hamilton & Associates
847-478-9700

Village of Libertyville

2015 Pavement Reconstruction - Phase II
Contract Amount: \$ 1,099,900.00
Mr. Phillip J. Hurst
Civiltech Engineering
630-773-3900

Village of Round Lake

Forest Avenue & MacGillis Drive Pavement Rehabilitation
Contract Amount: \$ 344,900.00
Mr. Michael DeBennette
Baxter & Woodman, Inc.
847-223-5088

Village of Fox Lake

Stage III Roads
Contract Amount: \$ 739,900.00
Mr. Steven Berez
Gewalt Hamilton Associates
847-478-9700

Village of Barrington

2015 Road Patching Program
Contract Amount: \$ 174,320.00
Mr. Jeff Ende
Village of Barrington Engineer
847-304-3400

Bloomington Township Highway Department

2015 Road Maintenance / Resurfacing Program
Contract Amount: \$ 364,900.00
Mr. David Bohac
Morris Engineering
630-271-0700

City of Countryside

2015 MFT Street Rehabilitation
Contract Amount: \$ 339,900.00
Mr. Thomas Brandstedt
Frank Novotny & Associates, Inc.
630-887-8640

Village of Berkeley

Joint Parking Lot Reconstruction
Contract Amount: \$ 214,900.00
Mr. David Bugaj
Civiltech Engineering
630-773-3900

Village of Oak Park

2015 Resurfacing of Various Streets
Contract Amount: \$ 2,339,000.00
Mr. Roman Babinski
Village of Oak Park Engineer
708-358-5127

VILLAGE OF WINNETKA, ILLINOIS

OFFEROR'S SUBCONTRACTORS (IF APPLICABLE)

FULL NAME OF BIDDER:	ChicagoLand Paving Contractors
CONTACT PERSON:	Bill Bowers

SUBCONTRACTORS:

A. Will you employ subcontractors? _____ _____
 (YES) (NO)

B. If "YES", identify with each firm's name, address, telephone number and work to be subcontracted:

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

VILLAGE OF WINNETKA, ILLINOIS

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	
WORK TO BE PROVIDED:	

The Contractor will not change or use subcontractors not identified in this proposal without prior written approval from the Village of Winnetka.

A request for a change in subcontractors shall be made in writing and will include a description of any savings that may be realized in the execution of this contract, and must be passed on to the Village of Winnetka.

FAILURE TO PROVIDE SUBCONTRACTORS MAY BE JUST CAUSE FOR REJECTION OF OFFEROR'S PROPOSAL.

AIA[®] Document A310™ – 2010

Bid Bond

Bond Number: 2320796

CONTRACTOR:

(Name, legal status and address)

Chicagoland Paving Contractors, Inc.
225 Telser Rd.
Lake Zurich, IL 60047

SURETY:

(Name, legal status and principal place of business)

West Bend Mutual Insurance Company
8401 Greenway Blvd, Suite 1100
Middleton, WI 53562

OWNER:

(Name, legal status and address)

Village of Winnetka
510 Green Bay Road
Winnetka, IL 60093

BOND AMOUNT: \$ 5% of Total Bid Amount (Five Percent of Total Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

2016 Asphalt Patching Program

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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User Notes:

(1481917559)

Signed and sealed this 20 day of April, 2016

Quack
(Witness)
Robert Jones
(Witness)

Chicagoland Paving Contractors, Inc.
(Contractor as Principal) (Seal)
William R. Banes u.p.
(Title) William R. Banes
West Bend Mutual Insurance Company
(Surety) (Seal)
Paul F. Praxmarer
(Title) Paul F. Praxmarer (Attorney-in-Fact)

Init.



2320796

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PAUL PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

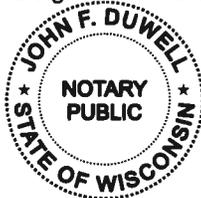
James J. Pauly
Secretary



Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 20 _____ day of _____ April _____, 2016



Dale J. Kent
Executive Vice President -
Chief Financial Officer

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Illinois)

ss

County of Cook)

On this 20 day of April, 20 16, before me appeared Paul F. Praxmarer to me personally known, who being by me duly sworn, did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires

Notary Public

July 30, 20 17

County of Cook, State of Illinois

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

VILLAGE OF WINNETKA, ILLINOIS

BID #016-008
BID FORM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Chicagoland Paving Contractors Inc.
Main Business Address	225 Telser Road Lake Zurich, IL 60047
City, State, Zip Code	
Telephone Number	847 550 9681
Fax Number	847 550 9684
Bid Contact Person	Bill Bowes
Email Address	chicagoland1@sbcglobal.net

TO: Village of Winnetka

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Kevin Meertz
(President or Partner)

William R. Bowes
(Vice-President or Partner)

William R. Bowes
(Secretary or Partner)

Kevin Meertz
(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Financial Services Coordinator, Village of Winnetka, 510 Green Bay Road, Winnetka, Illinois 60093, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. #1, _____, and _____ issued thereto;

4-19-16

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.



VILLAGE OF WINNETKA

Incorporated in 1869

APRIL 19, 2016

**ADDENDUM NO. 1 REQUEST FOR BIDS 2016 ASPHALT PATCHING PROGRAM
RFB #016-008
VILLAGE OF WINNETKA**

The Request for Bids for the above referenced project has been amended and/or clarified as follows:

Q. Bid document pages 14 & 15 provide a list of "Estimated Quantities" for each municipality and corresponding work item. On page 17, under "Bid Award Criteria" it states "this bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount."

On sheet 2, the 2nd paragraph under "Description" states "Each community's Village Board or Council will independently approve the contract award and each community will then issue its own contract with the successful bidder." How will this be possible with the project being bid on a lump sum basis? If no unit prices are provided for the various work items, how will contract amounts be determined by each Village?

A. Contract language on page 17 of the RFP for Bid Award Criteria should be revised as follows: should be revised to indicate as follows:

"BID AWARD CRITERIA:

This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the unit prices provided for each pay item."

PLEASE NOTE: Each vendor shall provide a unit price for each pay item to be written on the available spaces to the side of the estimated quantities on the "Estimate Quantities" table. Then a total shall be provided based on these proposed unit prices to be indicated at the bottom of page 17 of the RFP.

Q. On sheet 15 under "Terms" it states "This price will be in effect for thirty-six (36) months, with an option for an additional two year period." Again, how can this be accommodated with the project bid on a lump sum basis?

A. Based on the response provided above the contract will be reviewed and award based on the unit prices and not a lump sum total.

Q. We have bid and have been successful on several "Joint Municipality" contracts in the past, but always on a unit price basis. The fact that this contract is being bid on a lump sum is concerning. Can you please provide some additional insight as to how the project may be broken down on an accounting basis in the event some Villages decide to enter into contract and others opt not to?

A. Unit prices provided by each contractor would be used in future contracts directly with each individual municipality.

If you have any questions regarding Addendum #1, please contact me at (847)716-3261. Please note that the deadline for questions has passed and no new questions will be addressed. Clarifications of existing questions will be made when, in the judgment of the Village, no new lines of questions will be opened as a result.

James J. Bernahl, P.E., CFM, - Assistant Director of Public Works and Engineering

Note to Vendors: Please remember to acknowledge receipt of this addendum by marking the appropriate section on the "BID FORM" included with the RFB document (Pages 16-17). Bids may be rejected if this task is not completed.

VILLAGE OF WINNETKA, ILLINOIS

**BID #016-008
SPECIFICATIONS**

GENERAL SPECIFICATIONS FOR ASPHALT ROADWAY PATCHING – VARIOUS DEPTHS

Areas: Various Locations

Term: 36-month

The Village of Winnetka uses all prices and answers in the "Bidder Proposed to Furnish" section to evaluate successful bidders. The Village of Winnetka reserves the right to split the bid (use multiple vendors).

LIST OF DRAWINGS (EXHIBIT A)

Sheet Nos.	Sheet Titles	Date Last Revised
701201-04	Lane Closure, 2L, 2W, Day Only, for speeds >45 mph	01-01-11
701306-03	Lane Closure, 2L, 2W, Slow Moving Operations Day Only, for speeds >45mph	01-01-11
701501-06	Urban Lane Closure, 2L, 2W, undivided	01-01-11

ESTIMATED QUANTITIES

Item	Unit	Winnetka					Total	Price	Total Price
		Winnetka	Winnetka	Winnetka	Winnetka	Winnetka			
Roadway Patch's Using an IDOT approved HMA, Mix "D", N50 Mix									
1	Type 1,2,3 4 Class D Patches, 2" depth	SY	300 SY					\$ 35.00	SY
2	Type 1,2,3 4 Class D Patches, 4" depth	SY		350 SY	950 SY	550 SY	950 SY	\$ 58.00	SY
3	Type 1,2,3 4 Class D Patches, Full Depth	SY	100 SY			100 SY		\$ 77.00	SY
Roadway Patch's Using an IDOT approved HMA, Mix "D", N70 Mix									
1	Type 1,2,3 4 Class D Patches, 2" depth	SY							
2	Type 1,2,3 4 Class D Patches, 4" depth	SY							
3	Type 1,2,3 4 Class D Patches,	SY				50 SY		\$ 60.00	3000.00

VILLAGE OF WINNETKA, ILLINOIS

	Full Depth								
Driveway Apron Restoration									
1	Driveway Apron Removal and Replacement	SY				200 SY		\$4320	SY

1) TERMS:

This price will be in effect for thirty-six (36) months, with an option for an additional two-year period. Upon mutual agreement, the Village of Winnetka and all specified may extend the contract at any time, but may be canceled by either party at any time by giving sixty (60) days written notice sent by registered mail, prior to date of termination.

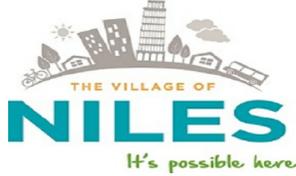
END OF BID SPECIFICATIONS

2016 ASPHALT PATCHING PROGRAM

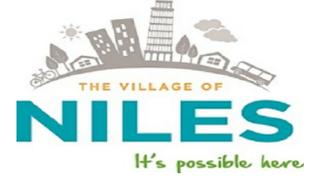
DATE: 4/22/2016

			J.A. JOHNSON PAVING CO 1025 E. ADDISON COURT ARLINGTON HEIGHTS, IL 60005		SCHROEDER ASPHALT SERVICES, INC. 11022 S. GRANT HWY HUNTLEY, IL 60142		CHICAGOLAND PAVING CONTRACTORS, INC. 225 TELSER ROAD LAKE ZURICH, IL 60047		A LAMP CONCRETE CONTRACTORS, INC. 1900 WRIGHT BOULEVARD SCHAUMBURG, IL 60193	
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
(N50) CLASS D PATCHES, TYPE 1,2,3,4 - 2"	SY	300	\$46.75	\$14,025.00	\$60.00	\$18,000.00	\$35.00	\$10,500.00		
(N50) CLASS D PATCHES, TYPE 1,2,3,4 - 4"	SY	2800	\$72.25	\$202,300.00	\$92.00	\$257,600.00	\$58.00	\$162,400.00		
(N50) CLASS D PATCHES, TYPE 1,2,3,4 - FULL DEPTH	SY	200	\$122.00	\$24,400.00	\$184.00	\$36,800.00	\$77.00	\$15,400.00		
(N70) CLASS D PATCHES, TYPE 1,2,3,4 - FULL DEPTH"	SY	50	\$125.00	\$6,250.00	\$190.00	\$9,500.00	\$60.00	\$3,000.00		
DRIVEWAY APRON REMOVAL & REPLACEMENT	SY	200	\$94.50	\$18,900.00	\$49.00	\$9,800.00	\$43.00	\$8,600.00		
TOTAL BID AMOUNT (AS READ)				\$265,875.00		\$331,700.00		\$199,900.00		
TOTAL BID AMOUNT (AS CALCULATED)				\$265,875.00		\$331,700.00		\$199,900.00		\$318,500.00

*INCOMPLETE BID SUBMMITAL



BOARD AGENDA ITEM EXPLANATION FORM



Purchasing Policy Manual Changes to Include Language on Buying Local, Updates to the Disposal and Sale of Village Property and Use of the Village's Sales Tax Exempt Number

Meeting Date: 5/24/2016, Item Number: 17, Action Requested: REQUEST FOR BOARD APPROVAL, Requested by: Scot Neukirch, Finance Director, Assigned to: Trustee LoVerde, Prepared by: Scot Neukirch, Finance Director

ATTACHMENTS:

Table with 2 columns: Type, Description. Row 1: Backup Material, Recommended changes to purchasing manual

MOTION

I move for Board approval of the recommended changes to the Village of Niles Purchasing Policies Manual, including policy language on buying local, updates to the disposal and sale of Village property, and use of the Village's sales tax exempt number.

REASON FOR REQUEST / BACKGROUND

Village staff annually reviews its purchasing policies. The recommended revisions were discussed at the Finance Committee meeting on May 18, 2016.

Will this action involve an expenditure of funds? [No]

If yes, is this a budgeted item? []

ORG# [], Total Amount for Approval [], ACCT# [], Budget Amount [], Variance []

D. Approval of Village Purchases

No employee shall purchase goods or services on behalf of the Village without first seeking approval as required by this policy. All purchases shall require advance approval of the appropriate individuals in accordance with the guidelines set forth below:

<u>Dollar Limits</u>	<u>Required Approvals</u>
Under \$1,000.00	Department Head & Purchasing Agent
\$1,000.00 - \$4,999.99	Department Head, Finance Director, Village Manager, and Purchasing Agent
\$5,000.00 - \$19,999.99	Department Head, Finance Director, Village Manager, Mayor and Purchasing Agent
\$20,000.00 and above	Corporate Authorities

Approval for purchases shall occur before the purchase is made, except in cases where the purchase is deemed to be an emergency. In emergency purchases, the required approvals are to be obtained as soon as reasonably possible. Any person responsible for approving purchases may delegate his/her approval authority to a designee in the event he/she is out of the office for a period of time.

Routine items over \$1,000.00 that are not signed off by the Village Manager include utilities, ongoing programs and multi payments for requisitions previously approved by the Village Manager. These items are signed off by the appropriate department head, Purchasing Agent and the Finance Director. The Purchasing Agent will prepare a list of these items for the Village Manager to approve each fiscal year.

E. Competitive Bidding and Quotation Policy

Whenever possible, all purchases are to be based upon competitive bids or quotes in order to obtain the highest quality service, commodity or material at the lowest possible price. The following guidelines are to be followed in determining how many bids or quotes are required:

- Purchases Under \$1,000 - Subject to the review of the Purchasing Agent. Requests for competitive price quotes should be procured, when possible.
*All quotes should include fuel surcharge, shipping and any other handling fees.

- Purchases \$1,000 to \$19,999 - **Three competitive price quotes must be received.** Quotations should be in writing, on the vendor's letterhead, or can be documented on the quotation summary section on the Purchase Explanation Form, sample furnished within this manual (exhibit 1). All quotations received are subject to verification by the Purchasing Agent.
- Purchases over \$20,000 - Must be competitively bid and approved by the Mayor and Board of Trustees.

Requisitions submitted without the required quotes or the Purchase Explanation form (exhibit 1) will be returned to the originator without approval.

The splitting of a purchase into two or more purchase requisitions for the purpose of avoiding competitive quotes or the bidding process is a violation of this policy.

Items less than \$20,000 in total purchased more than once during a fiscal year (e.g. forms, copier supplies, etc.) do not need quotes every time a purchase is made. However, competitive quotes for these items shall be sought at least once each year to ensure that vendors are competitive.

F. Buying Local

- Whenever possible, Village staff will use local vendors for the catering of Village meetings.
- Whenever possible, Village staff will contact local vendors to receive quotes for purchases of goods and services under \$20,000.
- For purchases over \$20,000 that the Village is conducting the bid process for, Village staff will send notice to local vendors that they are aware of that they may supply the product or provide the service.
- For purchases over \$20,000 that the Village has competitively bid, if there is a tie between 2 bids that have both been determined to be "qualified" and only one is a local vendor, the Village will accept the bid from the local vendor.

F. Waiver of Competitive Bidding

The Village Board, by a two-thirds vote of all the Trustees then holding office, may waive the bidding procedures and enter into a contract or agreement. Requests for bid waivers shall be made only when goods or services are proprietary (i.e. sole source), where standardization is necessary or desirable, in emergencies as defined in this manual, or when it is in the best interest of the Village to do so. In any instance, a statement justifying the need for a bid waiver shall be included in the department's recommendation.

CHAPTER 3 - MISCELLANEOUS PURCHASING POLICIES & GUIDELINES

A. Disposal or Sale of Village Property

Property owned by the Village may be ~~disposed of, traded in or~~ sold or otherwise disposed of when such personal property is no longer necessary or useful to the Village. Village property of value over \$250.00 per item may not be ~~disposed of, traded in or sold or traded~~ without prior approval by a Resolution passed by the Village Board. The respective department is required to provide documentation justifying the value of any ~~trade in~~ surplus equipment. The Director of Finance and the Village Manager may authorize the disposal, trade in or sale of Village property if the value of such property does not exceed \$ 250.00 400 per item. All proceeds from the sale or trade-in of Village owned property is to be forwarded to the Director of Finance for deposit into Village accounts.

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B. Purchases Near the End of the Fiscal Year

When purchases are made near the end of the fiscal year (April 30), departments shall be responsible for ensuring that they are expensed (charged) against the fiscal year in which the goods or services were received. The date goods are received or services are performed determines which fiscal year they are expensed against. This is true regardless of when the purchase requisition is processed, purchase order was issued or date payment was made.

C. Use of Sales Tax Exemption Number

Village purchases are not subject to sales tax, therefore, employees shall make efforts to inform vendors of the Village's tax-exempt status and to ensure that sales tax is not paid for purchases made with petty cash or Village credit cards. Employees shall not use their personal credit cards for purchases on behalf of the Village when utilizing the Village's tax exempt number. Employees shall provide vendors who request them with a sales tax exemption letter (exhibit 2). Sales tax exemption letters may be obtained from the Purchasing Agent.

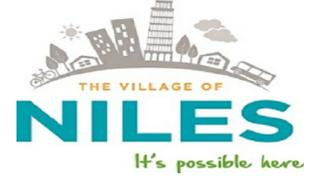
Use of the Village's sales tax exemption number is restricted to purchases made on behalf of the Village. Contractors purchasing supplies under contract with the Village of Niles must have approval from the Village Manager to use the Village of Niles tax exempt number. State law prohibits use of the Village's sales tax exemption number to secure exemptions for personal reasons.

D. Change Order Policy

After a purchase order is issued to the vendor it may become necessary to make changes to the quantity, price, shipping cost, account number, etc. When this occurs, the department submits a Change Order Form (exhibit #4) to the Purchasing Agent. The Purchasing Agent will obtain the required approval signatures and modify the original purchase order. Sometimes because of minor price variation and/or shipping costs, the amount of the purchase order will not be identical to the invoice amount. Approval of the invoice amount will override the purchase order amount as long as appropriate signatures are obtained.



BOARD AGENDA ITEM EXPLANATION FORM



Waiver of a Performance Bond for Powell Tree Care for the FY2017 Tree Pruning Program

Meeting Date 5/24/2016 Item Number 18
 Requested by Mary Anderson, Public Services Director Action Requested REQUEST FOR BOARD APPROVAL
 Prepared by Fred Braun, Streets Superintendent Assigned to: Trustee Matyas

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Backup Material	Bid Tab
<input type="checkbox"/> Department Memo	Memorandum

MOTION

I move for Board approval for the waiver of a performance bond from Powell Tree Care for the FY17 Tree Pruning Program.

REASON FOR REQUEST / BACKGROUND

The Village Board awarded Powell Tree Care, the lowest qualified bidder, the FY2017 Tree Pruning Program contract. Due to extenuating circumstances, staff requests a waiver for the requirement of a performance bond.

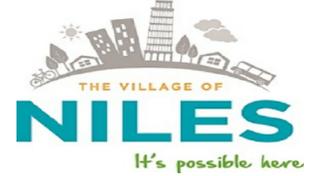
Will this action involve an expenditure of funds? No

If yes, is this a budgeted item? Yes

ORG# Total Amount for Approval
 ACCT# Budget Amount
 Variance



BOARD AGENDA ITEM EXPLANATION FORM



Treasurer's Report - April 2016

Meeting Date 5/24/2016

Item Number

Requested by Finance Director Neukirch

Action Requested

Prepared by Finance Director Neukirch

Assigned to: Trustee LoVerde

ATTACHMENTS:

Type	Description
Report	April Treasurer's Report

MOTION

First motion is to approve the accounts payable and payroll for the month of April, 2016.

Second motion to approve the ending cash balances for the month of April, 2016

REASON FOR REQUEST / BACKGROUND

Monthly approval of the Village's accounts payable, payroll and ending cash balances.

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

ORG# Total Amount for Approval \$

ACCT# Budget Amount \$

Variance \$

Village of Niles

Treasurer's Report

April 30, 2016

ACCOUNTS PAYABLE

ORG	FUND	AMOUNT
10000	General	\$ 3,165,760
22000	Motor Fuel Fund	\$ 21,730
23000	Street & Bridge	
25000	Debt Serv 1/4%	
30000	DUI Fund	
31000	Drug Asset Forfeiture	
32000	Fed Equity Sharing	
33000	Art 36 Asset Forfeiture	
41000	Milwaukee/Touhy TIF	\$ 5,775
43000	Cap Projects	\$ 803
45000	Gross Pt/Touhy TIF	
46000	Milwaukee TIF	
50000	Water	\$ 1,155,701
52000	Fitness	\$ 41,020
55000	Municipal Waste	\$ 160,561
61000	Automotive	\$ 112,933
62000	Risk Management	\$ 86,703
Total A/P		\$ 4,750,986
Total Payroll		\$ 3,058,432
Grand Total		\$ 7,809,417

CHANGES IN CASH/INVESTMENT BALANCES

FUND	BEGINNING BALANCE			ENDING BALANCE		
	CASH/INVESTMENTS	RECEIPTS	DISBURSEMENTS	CASH/INVESTMENTS	RECEIPTS	DISBURSEMENTS
GENERAL(plus)	\$ 26,781,637	\$ 3,584,192	\$ 5,514,243	\$ 24,851,586		
WATER	\$ 9,850,445	\$ 1,642,653	\$ 1,202,431	\$ 10,290,667		
MOTOR FUEL TAX	\$ 3,428,303	\$ 57,048	\$ 580	\$ 3,484,770		
DEBT SERVICE 1/4%	\$ 619	\$ 40,707	\$ -	\$ 41,326		
DUI FUND	\$ 159,853	\$ 6	\$ 632	\$ 159,227		
DRUG ASSET (STATE)	\$ 71,318	\$ 396.73	\$ -	\$ 71,714		
ARTICLE 36	\$ 651	\$ 0.03	\$ -	\$ 651		
DRUG ASSET (FED)	\$ -	\$ -	\$ -	\$ -		
FITNESS	\$ 189,524	\$ 119,980	\$ 295,339	\$ 14,165		
CAP PRJCT (POLICE BUILDING & SSAs)	\$ 50,623	\$ 499,706.02	\$ -	\$ 550,329		
GROSS PT/TOUHY TIF	\$ -	\$ -	\$ -	\$ -		
MILW/TOUHY TIF	\$ 6,846,706	\$ 58,006	\$ 91,298	\$ 6,813,414		
TOTAL	\$ 47,379,678	\$ 6,002,695	\$ 7,104,523	\$ 46,277,850		



Scot Neukirch
Treasurer

Statement of Investments

April 30, 2016

Fund	Current Book Value	Market Value	Unrealized gain/(losses)	% of Total Portfolio (Mkt)	Bank	Purch. Date	Matur. Date	Weighted Life(months)	Description	Annualized Yield	
GENERAL, STREET & BRIDGE, MUNICIPAL WASTE, RISK MANAGEMENT AND AUTOMOTIVE	5,790,531	5,790,531	0	12.45%	Illinois Funds			0.19	Ill Funds (mmkt)	0.31%	
	50,473	50,473	0	0.11%	Illinois Funds(epay)			0.002	Ill Funds (mmkt)	0.31%	
	0	0	0	0.00%	PNC (Iwood)			0.00	DDA (earnings credits)	0.25%	
	3,699,408	3,699,408	0	7.96%	PNC			0.12	DDA (earnings credits)	0.25%	
	13,795,721	13,795,721	0	29.67%	Amalgamated			0.45	Money Market	0.42%	
	0	0	0	0.00%	Illinois Funds(online veh str)			0.000	Ill Funds (mmkt)	0.31%	
	53,637	53,637	0	0.12%	Fifth Third (IPMG)			0.00	Checking	0.31%	
	88,612	88,612	0	0.19%	Fifth Third (Claims Mgmt)			0.00	Checking	0.31%	
	285,774	285,774	0	0.61%	PNC(E911)	3/1/2014		0.0093	Emergency Telephone	0.25%	
	16,506	16,506	0	0.04%	Wintrust			0.001	Amb Billing Lock Box	0.00%	
	8,305	8,305	0	0.02%	IMET (Iwood Restricted)	12/15/2010		0.00	Convenience Fund (mmkt)	0.00%	
	90,114	90,114	0	0.19%	IMET(Restricted)	12/15/2010		0.00	Convenience Fund (mmkt)	0.00%	
	108,997	136,553	27,557	0.29%	Amalgamated	1/6/2006	8/25/2035	24.93	CWHL	17.87%	
	2,642	3,397	755	0.01%	Amalgamated	7/1/2003	7/25/2033	0.54	FNMA	12.91%	
	561,415	668,994	107,579	1.44%	Amalgamated	1/31/2005	8/25/2023	48.64	FNMA	8.62%	
	28,095	38,455	10,360	0.08%	Amalgamated	9/30/2003	4/15/2033	5.64	FHLMC	18.82%	
	68,068	97,912	29,843	0.21%	Amalgamated	9/30/2003	5/15/2033	13.73	FMNA	18.71%	
	68,348	99,314	30,966	0.21%	Amalgamated	8/12/2003	5/15/2033	13.79	FHLMC	18.91%	
	25,327	37,120	11,793	0.08%	Amalgamated	10/17/2003	5/15/2033	5.11	FHLMC	19.37%	
	109,614	115,284	5,669	0.25%	Amalgamated	11/3/2004	4/20/2034	23.32	GNMA	8.57%	
FUND TOTAL	24,851,586	25,076,109	224,522	53.92%				6.82	Weighted Avg	0.80%	
WATER	3,279,623	3,279,623	0	7.05%	Amalgamated			0.11	Money Market	0.42%	
	261,035	261,035	0	0.56%	Illinois Funds			0.01	Ill Funds (mmkt)	0.31%	
	60,242	60,242	0	0.13%	Illinois Funds(epay Cr Cards)			0.002	Ill Funds (mmkt)	0.31%	
	6,578,054	6,578,054	0	14.15%	PNC			0.21	DDA (earnings credits)	0.25%	
	0	0	0	0.00%	PNC (2014 Stormwater Debt)			0.00	DDA (earnings credits)	0.25%	
	28,566	28,566	0	0.06%	JP Morgan			0.001	Water Bill Lock Box	0.00%	
	67,389	67,389	0	0.14%	Illinois Funds(online water)	7/23/2010		0.01	Ill Funds (mmkt)	0.31%	
	5,000	5,000	0	0.011%	Ill Funds (INB)			0.0000	Credit Card Deposit	0.00%	
	10,757	10,757	0	0.02%	IMET(Restricted)	12/15/2010		0.00	Convenience Fund (mmkt)	0.00%	
	FUND TOTAL	10,290,667	10,290,667	0	22.13%				0.04	Weighted Avg	0.31%
DUI FUND	159,226.88	159,227	0	0.34%	PNC			0.0052	DUI Enforcement	0.25%	
DRUG ASSET FORFEIT FUND (STATE)	71,714	71,714	0	0.15%	PNC(SEIZURE)			0.0023	Drug Seizure	0.25%	
ART. 36 ASSET FORFEIT FUND	651	651	0	0.00%	PNC			0.0000	Drug Seizure	0.25%	
DRUG ASSET FORFEIT FUND (FEDERAL)	0	0	0	0.00%	PNC			0.0000	Drug Seizure	0.25%	
MOTOR FUEL TAX	3,092,317	3,092,317	0	6.65%	Illinois Funds			0.10	Ill Funds (mmkt)	0.31%	
	365,787	365,787	0	0.79%	PNC			0.01	DDA (earnings credits)	0.25%	
	26,666.47	26,666	0	0.06%	IMET(Restricted)	12/15/2010		0.00	Convenience Fund (mmkt)	0.00%	
FUND TOTAL	3,484,770	3,484,770	0	7.49%				0.04	Weighted Avg	0.30%	
DEBT SERV 1/4 %	41,326	41,326	0	0.09%	PNC			0.001	Money Market	0.25%	
FITNESS	4,141	4,141	0	0.01%	PNC			0.000	DDA (earnings credits)	0.25%	
	5,000	5,000	0	0.011%	Ill Funds (INB)			0.0002	Credit Card Deposit	0.00%	
	5,024	5,024	0	0.011%	Ill Funds (E-Pay)			0.0002	Credit Card Deposit	0.00%	
FUND TOTAL	14,165	14,165	0	0.03%				0.0002	Weighted Avg	0.07%	
CAPITAL PROJ	550,329	550,329	0	1.18%	PNC			0.02	DDA (earnings credits)	0.25%	
MILWAUKEE TOUHY TIF	1,328,651	1,328,651	0	2.86%	PNC			0.04	DDA (earnings credits)	0.25%	
	79,303	79,303	0	0.17%	IMET(Restricted)	12/15/2010		0.00	Convenience Fund (mmkt)	0.00%	
	5,405,461	5,405,461	0	11.62%	Illinois Funds			0.18	Ill Funds (mmkt)	0.31%	
FUND TOTAL	6,813,414	6,813,414	0	14.65%				0.07	Weighted Avg	0.29%	
GRAND TOTAL	46,277,850	46,502,373	224,522	100.00%				3.05	Weighted Avg	0.57%	
								Investment Policy Limit (2):	84	90 Day Treasury (3):	0.26%
										24 Month Treasury (4):	0.79%

Institution	Amount	Percent of Portfolio	Investment Policy Limit (1)
Illinois Funds	14,675,082	31.6%	40%
PNC	13,085,063	28.1%	50%
Amalgamated	17,075,343	36.7%	50%
IMET	282,534	0.6%	40%
Others	187,321	0.4%	
Securities	1,197,029	2.6%	
Total Portfolio	46,502,373	100.0%	

Notes

- (1) The percent of the total Niles portfolio that is allowed to be invested in the institution exclusive of any securities held for safe keeping.
- (2) The average weighted life of the portfolio is not to exceed 84 months
- (3) The Village will use the 90 day treasury as its benchmark per the investment policy.
- (4) We included the 24 month treasury since it more closely matches the current duration of our portfolio than the 90 treasury.