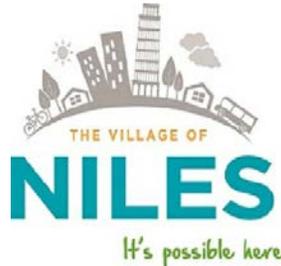


MAYOR
Andrew Przybylo

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
September 27, 2016
7:00 PM

REGULAR MEETING

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

Niles Lions Club Candy Days - October 14 & 15, 2016
Fire Prevention Week - October 9 - 15, 2016
Lights ON Afterschool Day - October 20, 2016
National Crime Prevention Month - October 2016

PRESENTATIONS

A Silver Lining Foundation - Dr. Sandy Goldberg - October, Breast Cancer Awareness Month
Because Each Moment Matters...Family Services Director Tony Hollenback on Suicide Prevention Awareness Month

ANNOUNCEMENTS

August 2016 PEER (Promoting Employee Excellence through Recognition) Award to Fred Braun, Public Services Department
Call for Holly Jolly Festival & Market Volunteers

PRESIDENT'S REPORT

President Przybylo

Litter and Hours of Garbage Collection

VILLAGE CLERK'S REPORT

Village Clerk Victorine

Early Voting at Village Hall (October 24-November 7) for Presidential Election
2017 Consolidated Election - Candidate Information

COMMITTEE REPORTS

Finance Committee (Trustee LoVerde)

General Government/IT Committee (Trustee Alpogianis)
 Solid Waste Agency of Northern Cook County (Trustee Jekot)
 Northwest Municipal Conference (Trustee Jekot)
 Public Safety Committee (Trustee Strzelecki)
 Building and Zoning Committee (Trustee McCreery)
 Economic Development and Neighborhood Renewal Ad Hoc Committee (Trustee McCreery)
 Public Services Committee (Trustee Matyas)

PUBLIC COMMENTS

The floor is open for public comments on Old Business and 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.

CONSENT AGENDA-NEW BUSINESS

- Item 1** Approval of August 23, 2016 Regular Board Meeting Minutes
- Item 2** Approval of September 13, 2016 Informal Consideration Minutes
- Item 3** Ordinance Levying Taxes for Special Service Area 2008-1 for Woodriver Drive Parking and Street Improvements for the Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017
- Item 4** Ordinance Levying Taxes for Special Service Area 2012-1 for Nordica Avenue Parking Improvements for the Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017
- Item 5** Resolution Authorizing a Mutual Aid Agreement for Emergency Medical Service (EMS) Billing with the City of Park Ridge

NEW BUSINESS

- Item 1** Resolution Authorizing Village of Niles Fire Chief to Accept the 2015 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Issued by the U.S. Department of Homeland Security Under the Federal Emergency Management Agency (FEMA), in the Amount of \$1,361,352 to Fund Six Firefighters Trustee Strzelecki
- Item 2** Resolution Authorizing a Contractual Agreement with The Lakota Group for the Creation of an Arts and Culture Master Plan Trustee Alpogianis
- Item 3** Purchase and Bid Waiver - Avery Dennison Trafficjet Print System and Roll to Roll Laminator Trustee Matyas
- Item 4** Appointment of Laurie Nannini as Interim Village Treasurer President Przybylo
- Item 5** Appointment of Tom Parala to the Planning and Zoning Board President Przybylo
- Item 6** Appointment of Joe Bialko to the Board of Ethics President Przybylo
- Item 7** Ordinance Amending Chapter 6 Alcoholic Beverages, Sec. 6-1 Definitions, Sec. 6-34 Classification and Fees, Sec. 6-38 Number and Appendix D Fee Schedule to the Niles Code of Ordinances to Create a Craft Brewery Liquor License Trustee Alpogianis
- Item 8** Ordinance Amending Chapter 70 Peddlers and Solicitors to the Niles Code of Ordinances Trustee Alpogianis

- | | | |
|----------------|--|--------------------------------|
| Item 9 | Ordinance Amending Chapter 2 Administration, Article II. President and Board of Trustees, Section 2-35 Salaries to the Niles Code of Ordinances | Trustees LoVerde and Alpgianis |
| Item 10 | Ordinance Imposing a Moratorium on Fixing Salaries for Corporate Authorities of the Village of Niles | Trustees LoVerde and Alpgianis |
| Item 11 | Ordinance Chapter 54 Health and Sanitation, Article II. Restaurants and Food Stores, by Adding Language for Dog-friendly Areas and Outdoor Seating | Trustee McCreery |
| Item 12 | Resolution to Authorizing a Bid Award and Contract with B & F Construction Code Services Inc., for the 2017 Fire Hydrant Flow Testing Program | Trustee Matyas |
| Item 13 | Board Approval - Authorizing Payment to the Village of Glenview for Roadway Improvement Reimbursement | Trustee Matyas |
| Item 14 | Purchase and Bid Waiver - 2016 Fire Communication Project from Chicago Communications LLC | Trustee Alpgianis |

FINANCIAL REPORTS

Treasurers Report - August 2016

NEXT MEETINGS

October 11, 2016 Informal Consideration at 7:00 p.m.

October 25, 2016 Regular Meeting at 7:00 p.m.

PUBLIC COMMENTS

ADJOURNMENT

Proclamation

NILES LIONS CLUB CANDY DAYS October 14 & 15, 2016

WHEREAS, the Niles Lions Club is a vital part of our community; and

WHEREAS, the Niles Lions Club has served the community admirably, particularly in the areas of vision and hearing health and disorders; and

WHEREAS, the Niles Lions Club will participate in Candy Days on Friday, October 14 and Saturday, October 15, 2016, and will give away candy and accept donations to help the blind and visually impaired, and the deaf and hearing impaired.

NOW, THEREFORE, President Andrew Przybylo and the Village of Niles Board of Trustees do hereby proclaim

OCTOBER 14 & 15, 2016 LIONS CLUB CANDY DAYS

in the Village of Niles and encourage all residents to give generously.

Dated this 27th day of September, 2016.

Andrew Przybylo, Village President

Attested:

Marlene J. Victorine
Village Clerk



Proclamation

Fire Prevention Week

October 9 - 15, 2016

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire, with three out of five home-fire deaths resulting from fires in properties without working smoke alarms; and

WHEREAS, working smoke alarms cut the risk of dying in home fires in half; and

WHEREAS, Niles residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home, and make sure the batteries are connected and working; and

WHEREAS, Niles residents should install smoke alarms and alert devices that meet the needs of people who are deaf or hearing impaired; and

WHEREAS, Niles residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Niles firefighters are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2016 Fire Prevention Week theme “**Don’t Wait – Check the Date! – Replace Smoke Alarms Every 10 Years**” effectively serves to remind us about the vital importance of replacing smoke alarms in our homes every ten years, and to determine the age of the smoke alarms by checking the date of manufacture on the back of the smoke alarms.

NOW, THEREFORE, President Andrew Przybylo and the Board of Trustees of the Village of Niles do hereby proclaim **October 9 - 15, 2016**, as **Fire Prevention Week** throughout the Village of Niles. The Village of Niles is committed to ensuring the safety and security of all those living in and visiting our village and support the many public safety activities and efforts of the Niles Fire Department during Fire Prevention Week.

Dated this 27th day of September, 2016.

Andrew Przybylo, Village President

Attested: _____
Marlene J. Victorine, Village Clerk

HELP
KEEP
THE



Proclamation

Keeping the Lights ON After School October 20, 2016



WHEREAS, the citizens of the Village of Niles stand firmly committed to quality, after school programs and opportunities because they provide safe, challenging, engaging and fun learning experiences to help children and youth develop their social, emotional, physical, cultural and academic skills; and

WHEREAS, these programs support working families by ensuring child safety and productivity after the regular school day ends and build stronger communities and positive relationships by involving our students, parents, business leaders and adult volunteers in the lives of our young people; and

WHEREAS, the Niles Teen Center and District 63 Expanded Learning program - have provided significant leadership in the area of community involvement in the education and well-being of our youth, grounded in the principle that quality after school programs are key to helping our children become successful adults; and

WHEREAS, *Lights ON Afterschool*, a national celebration of after school programs on Thursday, October 20, promotes the critical importance of quality after school programs in the lives of children, their families and their communities; and

WHEREAS, more than 28 million children in the U.S. have parents who work outside the home and 15.1 million children have no place to go after school; and

WHEREAS, many after school programs across the country are facing funding shortfalls so severe that they are being forced to close their doors and turn off their lights.

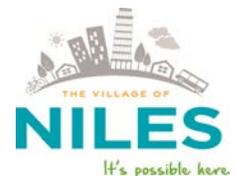
THEREFORE BE IT RESOLVED that the Village of Niles Board of Trustees and President Andrew Przybylo, do hereby proclaim **Thursday, October 20, 2016 as "Lights ON Afterschool" Day**; **AND BE IT FURTHER RESOLVED** that this board enthusiastically endorses *Lights ON Afterschool* and commits the Village of Niles to engage in innovative after school programs and activities that ensure the lights stay on and the doors stay open for all children after school.

Dated this 27th day of September, 2016.



Andrew Przybylo, Village President

Marlene J. Victorine, Village Clerk



Proclamation

National Crime Prevention Month

October 2016

WHEREAS, the vitality of the Village of Niles depends on how safe we keep our homes, neighborhoods, schools, workplaces, and communities; and

WHEREAS, crime and fear of crime destroy our trust in others and in civic institutions, threatening the community's health, prosperity, and quality of life; and

WHEREAS, people of all ages must be made aware of what they can do to prevent themselves and their families, neighbors, and coworkers from being harmed by crime; and

WHEREAS, people of all ages must be made aware of the dangers of crime and how they can protect themselves from becoming victims; and

WHEREAS, the personal injury, financial loss, and community deterioration resulting from crime are intolerable and require investment from the whole community; and

WHEREAS, crime prevention initiatives must include self-protection and security, but they must go beyond these to promote collaborative efforts to make neighborhoods safer for all ages and to develop positive opportunities for young people; and

WHEREAS, adults must invest time, resources, and policy support in effective prevention and intervention strategies for youth, and adults must make sure to engage teens in programs to drive crime from their communities; and

WHEREAS, effective crime prevention programs succeed because of partnerships with law enforcement, other government agencies, civic groups, schools, faith communities, businesses, and individuals as they help to nurture communal responsibility and instill pride.

NOW, THEREFORE, President Andrew Przybylo and the Board of Trustees of the Village of Niles do hereby proclaim **October 2016 as National Crime Prevention Month** in Niles and urge all citizens, government agencies, public and private institutions, and businesses to invest in the power of prevention and work together to make the Village of Niles a safer, stronger, more caring community.

Dated this 27th day of September, 2016.

Andrew Przybylo, Village President

Attested: _____
Marlene J. Victorine, Village Clerk

DR. SANDY GOLDBERG
Founder and Chairman
A Silver Lining Foundation

Clinical Nutritionist Dr. Sandy Goldberg has been in private practice since 1988 specializing in medically related nutrition counseling and the treatment of eating disorders. Having received a BA (Southern Arkansas University, 1968), and MA (Northwestern University, 1969) and after successfully losing 183 pounds she continued her education by earning a CN (American Culinary Federation, 1987, with Highest Honors), an MS and Ph.D. in Clinical Nutrition (American College of Holistic Nutrition, 1991) and a Master's Certificate in Addictions Counseling, Specialization Eating Disorders (1998, certified by the National Board of Addictions Counselors).

Diagnosed with breast cancer in 2000 and followed for a period of 14 months by a camera crew, *One Woman's Story*, an intimate and groundbreaking story of her struggle, won a 2002 Emmy. Recently seguing from a 21year role as NBC Chicago's on air Health and Nutrition Contributor to Health and Nutrition Consultant, her weekly "Food for Thought" garnered a broad and loyal viewership.

In 2001 while undergoing treatment, Dr. Sandy created an ongoing cable series in partnership with the American Cancer Society which she has stated, changed her life. In 2002, her concern for the medically underserved led her to found A Silver Lining Foundation (ASLF) which has expanded to include 5 programs encompassing resource information and outreach, human needs funding, access to breast health testing and education. It is the foundation's *Buy A Mom A Mammogram*® program that has received the most attention. Premiered at the Foundation's 2005 gala, funds raised to date have provided information about and access to cost free mammograms and diagnostic evaluation including breast MRI and biopsy to over 15,000 uninsured and underinsured Chicago area women at 15 partner hospitals in the greater Chicagoland, Elgin, and Rockford areas.

A veteran in Chicago's media community Dr. Sandy has now chosen to focus on the expansion of her foundation and raise awareness of breast health testing, nutrition and weight related topics to a broader and expanded audience. Sought after as an emcee and motivational speaker, listeners are inspired by her unique brand of pragmatism and hope.

Charitable affiliations include:

Board Member and Committee Chair, Washington Square Health Foundation
Board Member, American Cancer Society
Board Member, University of Illinois at Chicago Medical Advancement Council
President's Advisory Council, Governor's State University
Advisory Board Member, Sing to Live, Live to Sing
Former Executive Board Member, Crohn's and Colitis Foundation

Volunteer affiliations include:

The American Cancer Society, Midtown Education Foundation, Lupus and
Lymphoma Foundation, and the March of Dimes.

Awards include:

Humanitarian Award, Crohn's and Colitis Foundation
Jefferson Award nominee
Distinguished Alumni. South Arkansas University
Woman of Distinction, NAWBO
Woman of Distinction, Treasurer's Award, State of Illinois
Heroes in Healthcare Award, Access Community Health Network
Making a Difference for Women Award, Soroptimist International
2009 Purpose Prize Fellow
Illinois Women's Bar Association Visionary Woman Award
Lupus Foundation 2011 Volunteer Award
2015 100 Everyday People, Massachusetts General Cancer Center Award
(international)



Mission - *The mission of A Silver Lining Foundation, founded in 2002 by Dr. Sandy Goldberg, is to ensure dignified, respectful and equal access to quality cancer education and services for all, by creating meaningful partnerships with community, advocacy and healthcare organizations.*

Vision statement - *A Silver Lining Foundation's Vision is to ensure that socioeconomic status does not affect an individual's ability to obtain information, timely cancer screening and diagnosis.*

ASLF is comprised of five programs

- **Chicagoland Cancer Information Coalition, 2002**: outreach and cancer resource information consisting of 20 participating organizations including 311 Chicago City Services
- **Buy A Mom A Mammogram[®], 2006**: funds cost free screening mammograms and diagnostic evaluation when indicated for uninsured and underinsured women at 14 hospital partners. Over 9,000 women have received information about and access to cost free mammograms and diagnostic evaluation since the inception of the program.
- **Survive to Thrive 2014**: this program is designed specifically for women and men who have been previously diagnosed with breast cancer. The program is tailored to fit the unique needs of survivors who are uninsured or underinsured by offering no cost diagnostic testing.
- **The Evelyn Goldberg Mammography Center 2012** (originally created in 2004 as a quality of life program). The EGMC was dedicated in 2012 and is the site for those needing a mammogram at The University of Illinois Hospital and Health Sciences System.
- **Keep aBreast, 2012**: interactive breast cancer awareness presentation designed specifically for young women with the goal of raising awareness of the importance of breast health and early detection. Additionally, the goal is have participants serve as cultural and educational conduits in their families and communities.

Hospital Partners

- Advocate Christ Medical Center
- Advocate Illinois Masonic
- Ingalls Memorial Hospital
- Mt. Sinai Hospital
- Presence St. Francis Hospital
- Presence Holy Family Medical Center
- Presence St. Joseph Hospital
- Mercy Rockford Health System
- Roseland Hospital
- Saint Anthony Hospital
- South Shore Hospital
- Swedish American Hospital
- Swedish Covenant Hospital
- University of Illinois Hospital and Health Sciences System
- West Suburban Medical Center



*Ensuring dignified, respectful, and equal access to
quality cancer education and services for all,
by creating meaningful partnerships with community,
advocacy, and healthcare organizations.*

Our programs

Chicagoland Cancer Information Coalition

Provides cancer resource information
and treatment options

Evelyn Goldberg Mammography Center At the University of Illinois Medical Center

Provides mammograms, information and resources

Buy A Mom A Mammogram®

Free mammograms for anyone uninsured and underinsured

Keep aBreast

An interactive breast cancer awareness presentation
designed specifically for young women.

Survive to Thrive

Free diagnostic testing for breast cancer survivors

Call us today to see if you qualify

312-345-1322 or 1-877 924-1126

www.asilverliningfoundation.org



Photograph by:
Tony Hollenback, LCSW

Because

Each Moment Matters



NILES
FAMILY
SERVICES



999 Civic Center Drive
3rd Floor
Niles, IL 60174



847-588-8460
(24 hour access)

There is
one **Suicide**
every
13 minutes
in the
United States

Center of Disease Center
(2015)

DO YOU KNOW HOW IMPORTANT YOU ARE?

When you or someone you know feels...

- Overwhelmed by issues in your relationships with friends, family or spouse/partner
- Stress at home or at work
- Loss of hope in your life
- Discouraged or stuck
- Frustrated with financial issues, health issues or anything in your life

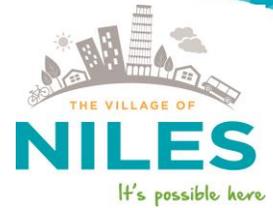
it's time to get help!



WARNING SIGNS OF SUICIDE

- Loss of interest in activities or relationships
- Change in behavior or personality
- Feelings of sadness, loneliness, emptiness
- Talking or writing about death/dying
- Giving away possessions
- Use of alcohol or drugs
- Reckless behavior

NILES PEER AWARD



August P.E.E.R. Award Winner Fred Braun



Fred Braun of the Public Services Department was voted the August 2016 PEER Award winner by the Niles Employee Recognition Committee (E.R.C.). This Committee, made up of employees from each department, reviewed three nominations.

On August 13, the Public Services Department held its annual School Supplies Drive, which collected and distributed school supplies for needy students in Niles. Fred was nominated and awarded for his efforts to organize and execute the drive. His coworker noted that “This collection would not have been possible without Fred’s vision for the drive. This work is above and beyond Fred’s normal duties and truly shows his care and compassion for the Niles community.”

The Village is truly impressed with all the staff volunteerism to make this event possible, and the E.R.C. believes Fred specifically deserves recognition for the time and energy he gave to this worthwhile cause. The Village thanks Fred for his excellent service to the Village of Niles.



**HOLLY
JOLLY
NILES**
market

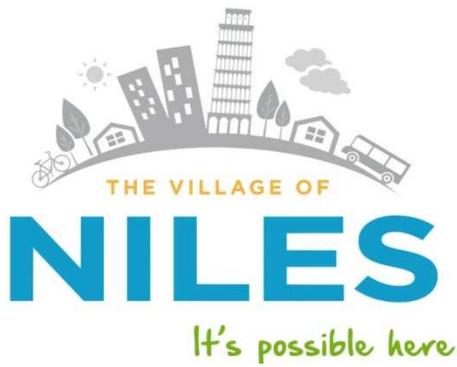
**SATURDAY, NOVEMBER 26
3:00 P.M. - 9:00 P.M.**

Celebrate the season at the Village of Niles' annual tree lighting and holiday market!

**MEET SANTA | STORYTELLING WITH MRS. CLAUS
NILES PUBLIC LIBRARY DISTRICT CRAFTS
PETTING ZOO | BALLOON ARTIST | FACE PAINTING
TROLLEY AND TRAIN RIDES | FIREWORKS
LIVE MUSIC BY B-SIDE BAND**

FOOD AND DRINK FOR SALE INCLUDING BEER AND WINE

Oasis Fun Center
7877 N Milwaukee Avenue



MAYOR
Andrew Przybylo

**VILLAGE
MANAGER**
Steven C. Vinezeano

VILLAGE CLERK
Marlene J. Victorine

TRUSTEES
George D. Alpogianis
John C. Jekot
Joe LoVerde
Danette O'Donovan Matyas
Denise McCreery
Dean Strzelecki

Early Voting at Village Hall October 24 – November 7 for the Presidential Election

Monday – Friday

October 24 – 28

9:00 A.M. to 5:00 P.M.

October 31 – November 4

9:00 A.M. to 7:00 P.M.

November 7

9:00 A.M. to 5:00 P.M.

Saturday

October 29

November 5

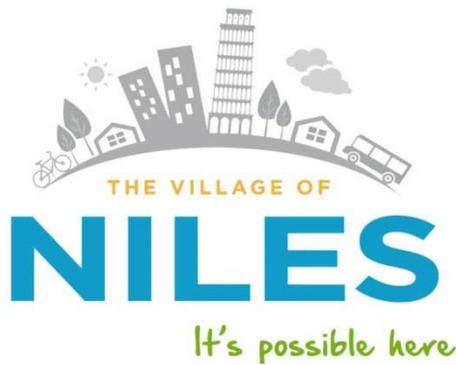
9:00 A.M. to 5:00 P.M.

Sunday

October 30

November 6

9:00 A.M. to 3:00 P.M.



OFFICE OF THE VILLAGE CLERK

MAYOR
Andrew Przybylo

VILLAGE MANAGER
Steven C. Vinezano

VILLAGE CLERK
Marlene J. Victorine

TRUSTEES
George D. Alpogianis
John C. Jekot
Joe LoVerde
Danette O'Donovan Matyas
Denise McCreery
Dean Strzelecki

PUBLIC NOTICE

CONSOLIDATED ELECTION APRIL 4, 2017

NOTICE IS HEREBY GIVEN, that the Office of the Village Clerk of the Village of Niles will be accepting candidate petitions for the following positions:

Village President (four-year term)
Three (3) Village Trustees (four-year terms)

Election Filing Information

File petitions in the Village Clerk's Office, 1000 Civic Center Drive, during regular business hours 8:30 a.m. to 5:00 p.m. during the specified filing periods.

Consolidated Primary Election (if necessary) – February 28, 2017
Filing period: November 21-28, 2016

Consolidated Election – April 4, 2017
Filing period: December 12-19, 2016

2017 Candidates Guide is available from:
Illinois State Board of Elections (312) 814-6440
www.elections.il.gov

Additional information can be obtained from:
Cook County Clerk David Orr's Office – Election Department (312) 603-0906
www.cookcountyclerk.com/elections

Marlene J. Victorine
Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Approval of August 23, 2016 Regular Board Meeting Minutes

Meeting Date 9/27/2016

Item Number 1

Requested by Village Clerk Victorine

Action Requested REQUEST FOR BOARD APPROVAL

Prepared by Village Clerk Victorine

Assigned to:

MOTION

I move for Board approval of the Minutes of the August 23, 2016 Board of Trustees Meeting.

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

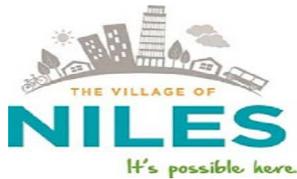
ORG#

Total Amount for Approval

ACCT#

Budget Amount

Variance



BOARD AGENDA ITEM EXPLANATION FORM



Approval of September 13, 2016 Informal Consideration Minutes

Meeting Date 9/27/2016

Item Number **2**

Requested by Village Clerk Victorine

Action Requested REQUEST FOR BOARD APPROVAL

Prepared by Village Clerk Victorine

Assigned to:

MOTION

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

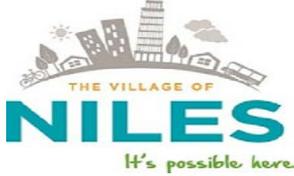
ORG#

Total Amount for Approval

ACCT#

Budget Amount

Variance



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Levying Taxes for Special Service Area 2008-1 for Woodriver Drive Parking and Street Improvements for the Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017

Meeting Date 9/27/2016

Item Number 3

Requested by Laurie Nannini, Assistant Finance Director

Action Requested ORDINANCE

Prepared by Laurie Nannini, Assistant Finance Director

Assigned to:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Ordinance	Ordinance for Woodriver SSA 2016 levy
<input type="checkbox"/> Ordinance	Ordinance for Woodriver SSA Levy Detail Page
<input type="checkbox"/> Backup Material	Woodriver SSA payment schedule

MOTION

I move for Board approval of an ordinance levying taxes for Special Service Area 2008-1 for Woodriver Drive Parking and Street Improvements for the fiscal year beginning May 1, 2016 and ending April 30, 2017.

REASON FOR REQUEST / BACKGROUND

On 3/25/08, the Village Board approved ordinance 2008-16 establishing special service area (SSA) 2008-1. This SSA encompasses the condominiums and townhomes on Woodriver Drive and was requested by the residents. The purpose of the SSA was to improve the street and parking areas and allow the Village to pass a special yearly levy on those taxpayers to recoup the cost of those improvements. The Village will be repaid over 18 years for the cost of the reconstruction.

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 LEVYING TAXES FOR SPECIAL SERVICE AREA
2008-1 FOR THE FISCAL YEAR BEGINNING MAY 1, 2016 AND ENDING
APRIL 30, 2017 FOR THE
VILLAGE OF NILES, COOK COUNTY, ILLINOIS**

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

SECTION 1: That the sum of \$27,206 being the aggregate of appropriations exclusive of the estimated revenues from sources other than general taxation wherefore legally made, which are to be collected from the Special Service Area 2008-1 Tax Levy for the Fiscal Year beginning May 1, 2016, and ending April 30, 2017, of the Village of Niles, Cook County, Illinois, for public improvements appropriated for in the current Fiscal Year by the official budget of the Village of Niles, as approved by the President and Board of Trustees on the 24th day of May, 2016, and the same is hereby levied on all property within the Village of Niles Special Service Area 2008-1, subject to taxation for the current Fiscal Year.

SECTION 2: Amount to be levied for Special Service Area 2008-1: \$27,206

SECTION 3: This Ordinance shall be printed and published in pamphlet form by order of the President and Board of Trustees of the Village of Niles, Illinois.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval and publication as provided by law.

PASSED: This 27th day of September, 2016

AYES:

NAYS:

ABSENT:

APPROVED by me this 27th day of September, 2016.

President, Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 27th day of September, 2016.

Village Clerk

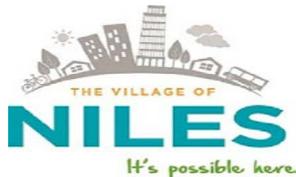
**ARTICLE 1
SPECIAL SERVICE AREA 2008-1**

	<u>AMOUNTS APPROPRIATED</u>	<u>2016 TAX LEVY</u>
4310 WOODRIVER LOAN REIMBURSEMENT	\$27,206	\$27,206
TOTAL SPECIAL SERVICE AREA	<u>\$27,206</u>	

Total Levied for the expenses of the Special Service Area 2008-1: \$27,206

Add 0% for loss and cost: **\$0**

Total amount to be raised by tax levy for special service area 2008-1: \$27,206



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Levying Taxes for Special Service Area 2012-1 for Nordica Avenue Parking Improvements for the Fiscal Year Beginning May 1, 2016 and Ending April 30, 2017

Meeting Date 9/27/2016

Item Number 4

Requested by Laurie Nannini Assistant Finance Director

Action Requested ORDINANCE

Prepared by Laurie Nannini Assistant Finance Director

Assigned to:

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Ordinance	Nordica SSA Ordinance
<input type="checkbox"/> Ordinance	Nordica SSA Ordinance detail page
<input type="checkbox"/> Backup Material	Nordica SSA levy schedule

MOTION

I move for Board approval of an ordinance levying taxes for Special Service Area 2012-1 for Nordica Avenue parking improvements for the fiscal year beginning May 1, 2016 and ending April 30, 2017.

REASON FOR REQUEST / BACKGROUND

On 5/28/2013, the Village Board approved ordinance 2013-28 establishing special service area (SSA) 2012-1. This SSA encompasses approximately 7740 Nordica through 7860 Nordica which includes all apartments and parking for Nordica Apartments. The purpose of the SSA was to add additional parking areas and allow the Village to pass a special yearly levy on the taxpayer to recoup the cost of those improvements. The Village will be repaid over 20 years for the cost of the reconstruction.

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 LEVYING TAXES FOR SPECIAL SERVICE
AREA 2012-1 FOR THE FISCAL YEAR BEGINNING MAY 1,
2016 AND ENDING APRIL 30, 2017 FOR THE
VILLAGE OF NILES, COOK COUNTY, ILLINOIS**

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

SECTION 1: That the sum of \$23,421 being the aggregate of appropriations exclusive of the estimated revenues from sources other than general taxation wherefore legally made, which are to be collected from the Special Service Area 2012-1 Tax Levy for the Fiscal Year beginning May 1, 2016, and ending April 30, 2017, of the Village of Niles, Cook County, Illinois, for public improvements appropriated for in the current Fiscal Year by the official budget of the Village of Niles, as approved by the President and Board of Trustees on the 24th day of May, 2016, and the same is hereby levied on all property within the Village of Niles Special Service Area 2012-1, subject to taxation for the current Fiscal Year.

SECTION 2: Amount to be levied for Special Service Area 2012-1: \$23,421

SECTION 3: This Ordinance shall be printed and published in pamphlet form by order of the President and Board of Trustees of the Village of Niles, Illinois.

SECTION 4: This Ordinance shall be in full force and effect from and after its passage and approval and publication as provided by law.

PASSED: This 27th day of September, 2016

AYES:

NAYS:

ABSENT:

APPROVED by me this 27th day of September, 2016.

President, Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 27th day of September, 2016.

Village Clerk

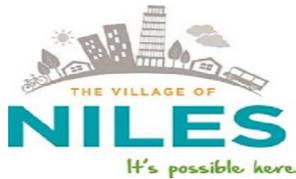
**ARTICLE 1
SPECIAL SERVICE AREA 2012-1**

	<u>AMOUNTS APPROPRIATED</u>	<u>2016 TAX LEVY</u>
4320 NORDICA LOAN REIMBURSEMENT	\$23,421	\$23,421
TOTAL SPECIAL SERVICE AREA	<u>\$23,421</u>	

Total Levied for the expenses of the Special Service Area 2012-1: \$23,421

Add 0% for loss and cost: **\$0**

Total amount to be raised by tax levy for special service area 2012-1: \$23,421



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Authorizing a Mutual Aid Agreement for Emergency Medical Service (EMS) Billing with the City of Park Ridge

Meeting Date 9/27/2016

Item Number 5

Requested by Steve Borkowski, Fire Chief

Action Requested RESOLUTION

Prepared by Steve Borkowski, Fire Chief

Assigned to:

ATTACHMENTS:

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

MOTION

I move for Board approval of a Resolution authorizing a Mutual Aid Agreement for Emergency Medical Services (EMS) Billing with the City of Park Ridge.

REASON FOR REQUEST / BACKGROUND

This agreement adheres to Medicare/Medicaid rules which require the included towns to have the same ambulance fee structure to accommodate residents in EMS mutual aid situations. The Village has similar agreements currently with Morton Grove, Skokie and with the North Maine Fire Protection District.

Will this action involve an expenditure of funds? No

If yes, is this a budgeted item? No

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

RESOLUTION 2016-

RESOLUTION AUTHORIZING A MUTUAL AID AGREEMENT FOR EMERGENCY MEDICAL SERVICE (EMS) BILLING WITH THE CITY OF PARK RIDGE

WHEREAS, Niles and Park Ridge are geographically near one another; and

WHEREAS, Niles and Park Ridge transport from each other's areas when the ambulance unit or crew from one of the other areas is unavailable.

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 Mutual Aid Agreement with the City of Park Ridge.

PASSED: This 27th day of September, 2016

YEAS:

NAYS:

ABSENT:

ABSTAIN:

APPROVED by me this 27th day of September, 2016.

President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 27th day of September, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk

**MUTUAL AID AGREEMENT
EMERGENCY MEDICAL SERVICE (EMS) BILLING
BETWEEN THE CITY OF PARK RIDGE AND
THE VILLAGE OF NILES**

THIS MUTUAL AID AGREEMENT (“Agreement”) executed this _____ day of September, 2016, by and between the City of Park Ridge, and the Village of Niles, (collectively, the “*Parties*”), each located in the State of Illinois.

WHEREAS, the Parties are geographically close to each other, and

WHEREAS, the Parties each transport from each others’ areas when the ambulance unit or crew from one of the other areas is unavailable, and

WHEREAS, the Parties, when rendering mutual aid under this agreement, have agreed to apply the same rates for emergency ambulance services, and

WHEREAS, the Parties seek to modify their agreement to reflect increases in the pricing structure they have adopted,

NOW, THEREFORE, the parties wish to maintain a mutual aid agreement as set forth below:

1. Mutual Aid – It is the purpose of this Agreement that, if the ambulance from one of the Parties is unavailable, the ambulance service from the other Party may assist and provide emergency ambulance transportation.
2. Rates – Currently, each Party has agreed to the pricing structure as follows:

Emergency ambulance service		
	Resident	Non-Resident
Basic Life Support (BLS)-Emergency	\$650.00	\$825.00
Advanced Life Support (ALS) 1 Transport	\$800.00	\$1,025.00
Advanced Life Support (ALS) 2 Transport	\$950.00	\$1,175.00
Mileage Charge	\$15.00/Mile	\$15.00/Mile

3. Definition of a Resident – A “resident” is a patient who maintains a primary residence with a mailing address in one of the areas serviced by the Parties.
4. Billing – When an ambulance owned and operated by one of the Parties noted above responds to one of the other Parties’ jurisdictions and transports a resident of that other Party, it is agreed that the Party that transports the patient will bill the Other Party’s resident at the Resident rates set forth in this agreement.

5. Insurance – Only Billing – It is the policy of each Party to:
 - (a) Bill its own residents only to the extent of their insurance/Medicare coverage in recognition that resident taxes cover the normal copayment amounts above insurance/Medicare coverage; and
 - (b) To bill non-residents for co-insurance, deductible and non-covered services.
When an ambulance owned and operated by one of the Parties noted above responds to one of the other Parties' jurisdictions and transports a resident of that other Party, the Party that transports the patient agrees to waive any portions of bills not covered by insurance/Medicare.
6. Termination of Agreement – Any of the Parties may terminate this Agreement by notifying both other Parties, in writing, 60 days prior to the desired termination date.
7. Term of Agreement – This agreement shall continue in full force until terminated by any of the Parties in accordance with Section 7, above.
8. Counterparts – This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall together constitute and be one and the same instrument.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement as of the day and year first written above.

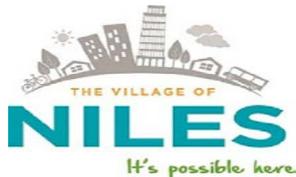
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VILLAGE OF NILES:

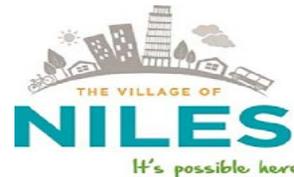
Steve Vinezeano, Village Manager

CITY OF PARK RIDGE:

Joe Gilmore, Acting City Manager



BOARD AGENDA ITEM EXPLANATION FORM



Resolution Authorizing Village of Niles Fire Chief to Accept the 2015 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Issued by the U.S. Department of Homeland Security Under the Federal Emergency Management Agency (FEMA), in the Amount of \$1,361,352 to Fund Six Firefighters

Meeting Date 9/27/2016

Item Number 1

Requested by Steve Borkowski, Fire Chief

Action Requested RESOLUTION

Prepared by Steve Borkowski, Fire Chief

Assigned to: Trustee Strzelecki

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Department Memo	Memorandum from Fire Chief
<input type="checkbox"/> Backup Material	SAFER Grant Application

MOTION

I move for Board approval of a Resolution authorizing the Village of Niles Fire Chief to accept the 2015 Staffing for Adequate Fire and Emergency Response (SAFER) grant issued by the U.S. Department of Homeland Security under the Federal Emergency Management Agency (FEMA), in the amount of \$1,361,352, which will be used to fund six firefighters.

REASON FOR REQUEST / BACKGROUND

The Niles Fire Department has been awarded a FEMA "Staffing for Adequate Fire and Emergency Response" (SAFER) grant. This grant funds wages and benefits for six additional firefighter positions for two years. The SAFER grant was created to provide funding directly to fire departments to help them increase or maintain the number of "front line" firefighters available to respond to emergencies in their communities.

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 VILLAGE OF NILES FIRE CHIEF TO ACCEPT THE 2015 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT ISSUED BY THE U.S. DEPARTMENT OF HOMELAND SECURITY UNDER THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), IN THE AMOUNT OF \$1,361,352 WHICH WILL BE USED TO FUND SIX FIREFIGHTERS

WHEREAS, the Village has applied for a Department of Homeland Security FY 2015 Staffing for Adequate Fire and Emergency Response (SAFER) grant for the Village of Niles Fire Department; and

WHEREAS, the purpose of the SAFER Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards; and

WHEREAS, the Village is pleased to have been awarded the SAFER grant in the amount of \$1,361,352 that will fund the six firefighter positions for a two-year period.

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 Chief of the Village of Niles Fire Department is hereby authorized to accept the 2015 Staffing for Adequate Fire and Emergency Response (SAFER) grant issued by the U.S. Department of Homeland Security under the Federal Emergency Management Agency (FEMA), in the amount of \$1,361,352, which, if approved, will be used to fund six firefighter positions for a two-year period.

PASSED: This 27th day of September, 2016

YEAS:

NAYS:

ABSENT:

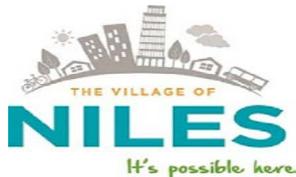
ABSTAIN:

APPROVED by me this 27th day of September, 2016.

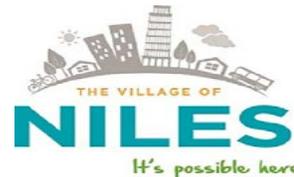
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 27th day of September, 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 The Lakota Group for the Creation of an Arts and Culture Master Plan

Meeting Date 9/27/2016 Item Number 2
Requested by Steven C. Vinezeano, Village Manager Action Requested RESOLUTION
Prepared by Steven C. Vinezeano, Village Manager Assigned to: Trustee Alpoianis

ATTACHMENTS:

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

MOTION

I move for Board approval of the resolution authorizing a contractual agreement with The Lakota Group for the creation of an Arts and Culture Master Plan in the amount of \$29,994.

REASON FOR REQUEST / BACKGROUND

The Public Arts and Culture Advisory Council received five Master Plan proposals. Two of the planning firms presented their qualifying proposals to a Council subcommittee. After review and analysis, the full Council selected the Lakota Group due to their municipal experience, price point, energy, and overall community approach to the planning process. At its September 12, 2016 meeting, the Council voted unanimously to recommend approval of the Lakota Group proposal. The amount budgeted for this project is \$30,000.

Will this action involve an expenditure of funds? Yes

If yes, is this a budgeted item? Yes

ORG# 1020 Total Amount for Approval \$29,994
ACCT# 3065 Budget Amount \$30,000
Variance \$(6)

RESOLUTION 2016-

RESOLUTION AUTHORIZING A CONTRACTUAL AGREEMENT WITH THE LAKOTA GROUP, INC., FOR THE CREATION OF AN ARTS AND CULTURE MASTER PLAN

WHEREAS, the Lakota Group, Inc., will provide professional design services to develop and create an Arts and Culture Master Plan.

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 The Lakota Group, Inc.

PASSED: This 27th day of September, 2016

YEAS:

NAYS:

ABSENT:

ABSTAIN:

APPROVED by me this 27th day of September, 2016.

President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 27th day of September, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk

THE
LAKOTA ALLIES
GROUP. IN
PLACE

VILLAGE OF NILES

Arts & Culture
Master Plan

The Lakota Group
Jon Pounds
Bluestone + Associates

July 14, 2016



July 14, 2016

Susan Bus
Purchasing Agent
Village of Niles
1000 Civic Center Drive
Niles, Illinois 60714

116 West Illinois Street
Floor 7
Chicago, Illinois 60654
p 312.467.5445
f 312.467.5484
thelakotagroup.com

Re: Arts and Culture Master Plan

Dear Ms. Bus,

On behalf of **The Lakota Group, Bluestone + Associates** and **Jon Pounds**, we are pleased to provide our proposal for the preparation of a Arts and Culture Master Plan for the Village of Niles.

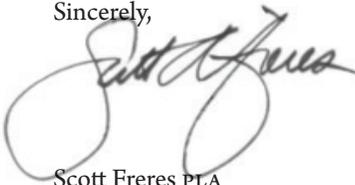
Our team comprises creative and skilled professionals in community engagement, arts and culture planning, historic preservation, placemaking, and urban design. We believe we can build on the recent branding efforts and the wayfinding and signage design that Lakota is assisting the Village with to allow our team to be efficient in building our understanding of what makes Niles stand out from other communities in the region. What separates our team from others is how we plan in a comprehensive and multi-disciplinary fashion so that all facets of the community are incorporated into the process. Our Team is also highly skilled in developing implementation strategies focused on using private, public and community partnerships to achieve short and long-range planning goals.

It is our intention to develop a Arts and Culture Master Plan based solidly on effective engagement and outreach that garners community input and ownership in the planning process and in its final outcomes. Our commitment to community engagement, our ability to envision achievable outcomes and our emphasis on implementation ensures a planning process that is comprehensive and inclusive and results in a plan that is realistic and supported by the greater community. The Lakota Group has also worked diligently to maintain the highest level of communication — both internally and externally — to ensure a successful project outcome.

We are excited about this project and the prospect of working with the residents and stakeholders of Niles.

Please feel free to contact me with any questions you may have.
You can contact me directly at sfreres@thelakotagroup.com or at 312-467-5445 x202.

Sincerely,



Scott Freres PLA
The Lakota Group
President

The Team of The Lakota Group, Jon Pounds and Bluestone + Associates will bring together experienced professionals that have completed arts and culture planning.

THE LAKOTA GROUP

For 23 years The Lakota Group, based out of Chicago, has been helping communities, institutions, businesses and property owners creatively design, manage, promote and foster sustainable change.

The Lakota Group, founded in 1993, is a team 14 talented designers, planners and communication experts powered by a passion for offering creative solutions to complex problems. Our defining attribute is fostered in a team-based approach to project management centered on positive dialogue that results in exceeding our clients' needs and objectives.

Sustainability is not a buzz word, but rather, a way of thinking inherent in all that we do at Lakota. Its use is determined by providing a careful analysis and balance of the right tools to achieve environmental, social, economic and healthy lifestyle opportunities. Lakota balances idealism with realism to create award-winning places around the country inspired by lateral thinking and implemented through consensus-building.

The Lakota Group will be the prime consultant for this project.

The Lakota Group - Planner/Project Manager



NICHOLAS KALOGERESIS AICP Vice President

Nick brings 24 years of experience in historic preservation planning and traditional commercial district revitalization. Previously, Nick worked for the National Trust for Historic Preservation's Main Street Center where he consulted with clients across the United States. Nick is also a frequent writer and has presented at conferences for the American Planning Association, Congress for New Urbanism, and New Partners for Smart Growth, among others.

Nick is currently working on the North Topeka Arts District planning process and understands planning for historic and cultural resources in communities. Nick will be the project manager for this process.

JON POUNDS

Jon Pounds early public work involved creating site specific, non-permission, street installations. After joining Chicago Public Art Group he created collaborative and permissioned public artworks. Through building playground structures and sculptures, and by painting murals, Pounds gained an appreciation for the need to carefully organize and manage the resources and community involvement. As Executive Director of CPAG, Pounds committed himself to integrating personal and professional growth while developing the ability of the organization and its artists to respond more fully to community needs. He retired as ED in late 2015 and has continued to explore how the evolving practice of public art impacts local communities.

Pounds has presented workshops on public art and community design processes in San Francisco, Columbia, New Orleans, Boston, Cleveland, Portland, and many other cities. He has served as consultant to public art organizations in places as varied as the Quad Cities, Philadelphia, New York City, and Covington, Kentucky.



In 2001, Pounds was awarded a Chicago Community Trust Fellowship that allowed him to study urban planning and to travel to many other cities to explore how public art is being implemented under different conditions.

In 2008, Pounds served as a Ford Foundation funded consultant to Public Art Hanoi, a program that introduced community engaged public art making to artists and residents.

In 2011, Pounds was elected to the Americans for the Arts Public Art Network Council - a group of 12 professionals from the field who advise and support AFTA's work across the nation. He was re-elected in 2014. His responsibilities on the Council include supporting the development of best practices documents and the initial phases of establishing a Midwestern regional public art network.

BLUESTONE + ASSOCIATES

Bluestone + Associates was founded by Paul Bluestone after a long and successful career in Chicago's museums. We have been telling stories through exhibits of all kinds for 25 years. Beginning as a graphic designer and exhibit designer at Chicago's Field Museum of Natural History, Paul went on to the John G. Shedd Aquarium to lead their planning and design activities as Vice President of Planning and Design. We have received numerous awards for graphic design, exhibit design and interiors, including Façade of the Year, four awards for Best Exhibit of the Year from the American Zoo and Aquarium Association, Best Exhibit of the Year from the American Association of Museums, and two Interior Architecture awards from the American Institute of Architects.

Bluestone + Associates - Staff Lead



PAUL BLUESTONE

Paul has been in the museum design world for over thirty years and has led teams of various sizes in interpretive design and build projects of all scales. He began his training at the University of Chicago and then went on to study graphic design and interior architecture at the School of the Art Institute of Chicago and architecture at the Illinois Institute of Technology.

Paul experience in the world of Chicago museums provides a unique background on the organization and structure needed for successful cultural programming. Paul will provide insight and planning assistance in evaluating and establishing successful cultural initiatives.

Work Scope

The Village of Niles is seeking for a professional planning team to prepare an Arts and Culture Master Plan - a key community tool for further defining the character of Niles, improving the attractiveness and vibrancy of the community, and improving the livability of the Village.

The purpose of this planning assignment, therefore, is to find realistic and implementable short-term and long-term goals and objectives that can achieve Niles goals for improving the arts and culture environment in the community, thus enhancing the and quality of life for residents, workers and visitors.

Our Team envisions this process as an opportunity to engage stakeholders and residents in an open dialogue to define what art and culture means to Niles and what its role should be in the future . This will help build a vision and set of implementable strategies for furthering the arts and culture in a meaningful way.

The Lakota Team will use a customized public engagement program as the platform for understanding Downtown and Corridor planning issues and needs, as well as testing and refining the goals, objectives and strategies of the new Plan. Additionally, the unique qualifications and experience of the Lakota team will allow for more in-depth exploration of topics related to arts, culture, historic resources, and placemaking. Additionally, our graphic design and report lay-out skills will help to create a plan document that is easy to read and more “magazine” than “encyclopedia” in format.



The Lakota team recognizes that this planning assignment is an important opportunity for Niles to:

- Undertake an effective, inclusive public participation process that engages local stakeholders and residents in innovative, meaningful ways to define what arts and culture mean to the community.
- Create a compelling vision statement that clearly establishes the overall intent of the process along with realistic strategies for achieving that vision.
- Review existing plans and studies, zoning, and other regulatory documents to understand if there are any roadblocks to successful implementation.
- Assess and understand the Village's arts, historic and cultural resources which will act as the foundation for a successful master plan.
- Outline implementation strategies that are both comprehensive and creative, and that not only consider the roles of government entities in the implementation process but also various other organizations and agencies, including non-profit groups, business associations, and local citizen groups. Above all, implementation strategies must also be achievable by making the most of existing partnership opportunities and resources.
- Explore strategies that enhance the community's overall quality of life in relation to arts and culture – especially for issues that matter the most for local residents: cultural and recreational opportunities, enhancing pride of place, and attracting diversity in businesses.
- Devise an implementation approach for funding strategies.

PROJECT APPROACH

COMMUNITY ENGAGEMENT

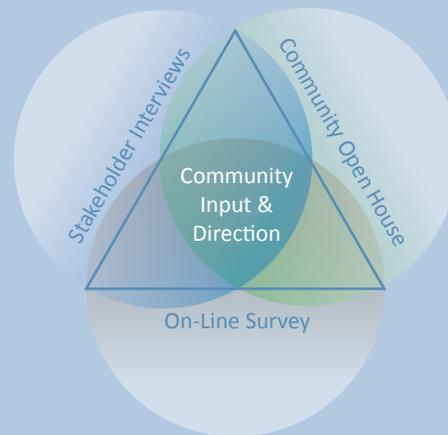
The Lakota Team will work closely with the Village of Niles staff and the Public Arts and Culture Advisory Council, and other local stakeholders throughout the planning process to solicit and gather ideas and input so that this Master Plan reflects a strong consensus of the community.

Our Team understands that a particular Village's stakeholder level of interest and participation in a planning process can vary significantly. Therefore, our Team's collective experience of working on similar assignments in small communities suggests that the appropriate means and venues for stakeholder interaction, outreach, and feedback must be identified and understood early on before the planning process begins. In other words, a carefully designed, customized community engagement process that meets local needs and circumstances will be developed in close collaboration with the Village and other key stakeholders before planning process starts in earnest.



ENGAGE

Through over twenty years of facilitating successful community engagement processes as part of many planning assignments, Lakota has developed and adapted our outreach program to include community dialogue at all levels and through various mediums. Each program is tailored to a community's individual character or a project's unique goals. Our engagement process involves triangulating the data through a series of engagement methods, which may include the traditional: such as focus groups, individual interviews, community open houses and workshops, as well as carefully tailored electronic media outreach, including social media, on-line surveys, project websites and e-mail blast announcements. These methods extend the reach and breadth of the engagement process, involving multiple stakeholders from throughout the community, including municipal staff, elected officials, representative organizations, business and property owners and residents. Lakota overlays the input from these multiple source points and "triangulates" the data to determine common themes and goals for the outcome of the overall process.



ENGAGE

This phase will focus on building a base understanding of the community's attitude and needs as it relates to arts and culture. It will include establishing the goals of the process and culminate with the creation of a vision statement for the master plan.

Task 1.1: Project Kick-off Meeting

- o Conduct a project kick-off meeting with Village staff and the Public Arts and Culture Advisory Council to:
 - Confirm project scope
 - Confirm project schedule
 - Discuss confirm goals of the process
 - Discuss and confirm stakeholder and focus group participants and Community Open House event timing and location

Task 1.2: Prepare Public Participation Plan

- o Define all public participation activities, including timing, goals and potential participants
- o Provide Public Participation Plan to staff and Advisory Committee for review. Refine as necessary based on input.

Task 1.3: Project Website/Survey

- o Create a project specific website to house key information and dates for public access and to act as a portal for public input and on-line participation
- o Develop and launch initial on-line survey to understand what the community considers arts and culture to be, and identify what they believe are the key attributes and elements that define the character of the community.

Task 1.4: Stakeholder Interviews

- o Conduct up to two (2) days of one-on-one and small focus group interviews.
- o Include representatives from Public Arts and Culture Advisory Council, Village staff, elected officials, commission and committee members, local artists Historical & Cultural Center representatives, library, school, park district and church representatives, Chamber of Commerce, property and business owners, civic organizations, and residents.
- o Further identify what arts and culture means to the community.
- o Identify potential partnerships and resources already active in the community.

Task 1.5: Community Open House

- o The goal of this initial open house is to create awareness of the process and collect input to define what arts and culture mean to Niles.
- o This event will be an energetic and interactive event that includes activities and opportunities to both provide and collect information from the public and will include light refreshments.
- o Team will provide both a physical flyer for distribution and an online announcement on the project website that the Village can link to.

Task 1.6: Public Arts and Culture Advisory Council Meeting

- o Conduct a meeting with Village staff and the Advisory Council to review the results of the on-line survey and the open house, as well as the input collected at the stakeholder interviews.
- o Following the review of the materials, Lakota will lead the Committee in an activity to establish a draft vision statement for the master plan.
- o Following the discussion, Lakota will prepare a draft vision statement and circulate it to the Advisory Committee and staff for input and finalization.

Task 1.6: Summary Report

- o Prepare a summary of the first phase of work that includes project goals, summary of community input, and the final vision statement for the project.
- o Circulate the report to staff and the Advisory Committee for review and comment. Refine as necessary.



ANALYZE

This phase will be conducted parallel to the Engage phase and allow our team to build the foundation for the master plan.

Task 2.1: Inventory of Arts, Culture, and Historic Resources

- o Building on the work already completed by the Public Arts and Culture Advisory Council, identify, review and understand the range or resources in the community, including, but not limited to:
 - Local Artists
 - Cultural Facilities
 - For-profit Arts Organizations or Businesses
 - Not-for-profit Arts Organizations
 - Organizers of Annual Events and Festivals
 - Social Clubs
 - Neighborhood or Block Groups
 - Historic Buildings, Sites and Resources

Task 2.2: Review Existing Plans and Evaluate Zoning & Ordinances

- o Identify how existing plans, zoning and ordinances are supporting potential arts and culture activities or creating roadblocks.
- o Highlight strengths, weaknesses, issues and opportunities that impact the potential for meeting stated goals of the process and for implementing plan.

Task 2.3: Analyze Potential Partnerships & Operational Opportunities

- o Conduct further discussions and research to find opportunities for partnerships between entities such as the Village of Niles, community organizations, and local artisans.
- o Identify and potential issues preventing partnerships from occurring.
- o Review the operations of the various entities to uncover opportunities for efficiently achieving project goals through partnerships.

Task 2.4: Summary Report

- o Prepare simple summary report outlining findings, focusing on strengths, weaknesses, issues and opportunities facing the implementation of an Arts and Culture Master Plan.
- o Summarize the findings related to regulatory roadblocks and potential partnerships. Provide to Village staff and Advisory Committee for review.

Task 2.5: Advisory Council Meeting

- o Conduct meeting with staff and Advisory Council to review summary report and collect input.
- o Revise report as necessary based on input.

ENVISION

Task 3.1: Develop Potential Implementation Strategies

- o The consultant team will identify and explore a range of potential strategies building upon the strengths and opportunities identified in the previous phase. These may include:
 - Locations for public art display along with establishing process for selecting public art and approach to funding
 - Potential additional uses for the Historical and Cultural Center
 - Approaches to establishing galleries or art displays in public buildings
 - Opportunities for performing arts
 - Promotional opportunities and communication strategies
 - Potential strategies for art instruction
 - Special events and festivals
 - Incorporation of art into other placemaking efforts

Task 3.2: Develop Potential Regulatory Changes

- o The team will also list recommended changes to the zoning ordinance or other regulations to reduce or remove roadblocks.

Task 3.3: Advisory Council Meeting

- o Conduct a meeting with Village staff and Advisory Council to review draft strategies and regulatory changes.
- o Consultant team will lead group discussion on priorities.

IMPLEMENT

Task 4.1: Prepare Draft Arts and Culture Master Plan

- o Collect and organize all previous written deliverables and summaries.
- o Based on input collected, the consultant team will prepare a Draft Arts and Culture Master Plan that collects the preferred implementation strategies and details them with narratives, case studies, resources and next steps.

Task 4.2: Develop Implementation Matrix

- o Prepare a detailed implementation matrix that provides, for each implementation strategy, roles and responsibilities, timelines, budgets, potential funding sources, potential partnerships, and steps for completion.

Task 4.3: Advisory Council Meeting

- o Conduct a meeting with Village staff and the Advisory Council to review and discuss the Draft Arts and Culture Master Plan and Implementation Matrix.
- o Discuss the approach to the final Community Open House
- o Refine implementation strategies and approach to Community Open House based on input.

Task 4.4: Community Open House

- o The goals of this open house will be to create awareness of the Arts and Culture Master Plan, provide an opportunity to collect community input and reactions to the plan, and gauge the community's buy-in and support for moving implementation strategies forward.
- o This event will be organized as a series of topic themed stations that describe key strategies. There will also be opportunities for providing public comment and input on priorities. The open house will be casual and engaging and include light refreshments.
- o Team will provide both a physical flyer for distribution and an online announcement on the project website that the Village can link to.

Task 4.5: Prepare Final Arts and Culture Master Plan

- o Incorporate comments and revisions from Village staff and Advisory Council into plan, along with any input from the Open House
- o Provide digital version of the plan to Village staff for circulation to Village Board.

Task 4.6: Village Board of Trustees

- o Attend Village Board meeting to present and discuss final Master Plan and associated recommendations.



COST DETAIL + TIMEFRAME

The Lakota Group has developed the following cost matrix based on our understanding on the project and the budget. Any additional meetings, presentations, or substantial changes to the approved design direction shall be considered an additional service and billed according to our current hourly rates. The final estimated study cost is \$29,994

Arts and Culture Master Plan Village of Niles, Illinois June 14, 2016	THE LAKOTA GROUP			Jon Pounds	Bluestone + Associates	
Work Scope/Phases/Tasks/Hours/Fees				Staff Hours	Staff Hours	
Phases/Tasks	A	B	C	A	A	
ENGAGE						
Task 1.1 Kick-off Meeting	2		2	2		
Task 1.2 Prepare public participation plan	2		4	1		
Task 1.3 Project Website/Survey	1		8			
Task 1.4 Stakeholder Interviews	8		8	8		
Task 1.5 Community Open House	4		4	4		
Task 1.6 Advisory Council	2		2	2		
Task 1.7 Summary Report	2		4	2		
ANALYZE						
Task 2.1 Inventory of arts and cultural & historic resources	2		18	6	2	
Task 2.2 Evaluate Zoning & Ordinances	1		6			
Task 2.3 Analyze potential partnerships & operational opportunities	2			2	2	
Task 2.5 Summary Report	2		5	2	2	
Task 2.6 Advisory Council	2			2		
ENVISION						
Task 3.1 Develop potential strategies	2		4	4	2	
Task 3.2 Develop potential regulatory changes	2		4			
Task 3.3 Advisory Council	3			3		
IMPLEMENT						
Task 4.1 Prepare Draft Arts and Culture Master Plan	2		8	6	2	
Task 4.2 Develop Implementation Matrix	2		2	2	2	
Task 4.3 Steering Committee	2			3		
Task 4.4 Community Open House	4		4	2		
Task 4.5 Prepare Final Arts and Culture Master Plan	2		4	4	2	
Task 4.6 Village Board of Trustees	2			3		
Subtotal Hours	51	0	87	58	14	
Subtotal Fees	\$10,200	\$0	\$10,440	\$6,380	\$2,100	
Total Fee by Firm	\$20,640			\$6,380	\$2,100	
Project Fee Total = \$29,120	Staff Categories			Staff Categories	Staff Categories	
Expense Budget = \$874	A. Vice President	\$200		A. Public Art Specialist	\$110	
Total Project Budget = \$29,994	B. Project Planner/Manager	\$150			A. Project Director	\$150
	C. Planner/Designer	\$120				

SCHEDULE

The Lakota Group anticipates that this project will take six to seven months depending on meeting schedules. Lakota will work closely with staff and the Public Arts and Culture Advisory Council to establish a final schedule.

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
Phases/Tasks							
ENGAGE							
Task 1.1 Kick-off Meeting	■						
Task 1.2 Prepare public participation plan	■	■					
Task 1.3 Project Website/Survey	■	■					
Task 1.4 Stakeholder Interviews		■					
Task 1.5 Community Open House		■					
Task 1.6 Advisory Council		■	■				
Task 1.7 Summary Report		■	■	■			
ANALYZE							
Task 2.1 Inventory of arts and cultural & historic resources	■	■	■				
Task 2.2 Evaluate Zoning & Ordinances	■	■	■				
Task 2.3 Analyze potential partnerships & operational opportunities	■	■	■	■			
Task 2.5 Summary Report		■	■	■			
Task 2.6 Advisory Council			■				
ENVISION							
Task 3.1 Develop potential strategies			■	■	■		
Task 3.2 Develop potential regulatory changes			■	■	■		
Task 3.3 Advisory Council				■			
IMPLEMENT							
Task 4.1 Prepare Draft Arts and Culture Master Plan				■	■	■	
Task 4.2 Develop Implementation Matrix				■	■	■	
Task 4.3 Steering Committee						■	
Task 4.4 Community Open House						■	
Task 4.5 Prepare Final Arts and Culture Master Plan						■	■
Task 4.6 Village Board of Trustees						■	■

**VILLAGE OF NILES
PROPOSAL**

1. The undersigned having become familiar with the local conditions affecting the cost of furnishing: **Professional Services for an Arts and Culture Master Plan** for the Village of Niles, Illinois, and with all the Contract Documents including the Scope of Work, Conditions and the Proposal, hereby proposes to furnish: **Professional Services for an Arts and Culture Master Plan** for the price of: thirty five thousand, eight hundred and fifty dollars in accordance with all provisions of the Contract Documents.

2. In submitting this proposal, it is understood that the right is reserved by the Village of Niles, Illinois, to reject any and all proposals for any reasons in the best interest of the Village. The undersigned proposes and agrees to execute and deliver the contract in the prescribed form.

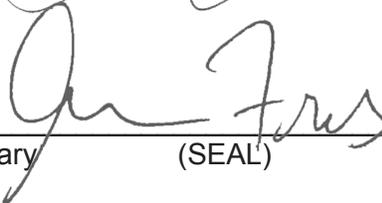
3. The proposer agrees to sign and notarize a Non-Collusion Affidavit and to submit same with proposal.

A. If the Proposer is a Corporation, use this signature block:

The Lakota Group, Inc.

a Corporation, organized and existing under the laws of the State of Illinois

By: 
Title: President

Attest: 
Secretary (SEAL)



ANDREA J. FRERES

6-14-16

PROPOSAL

B. If the business is a Partnership, use this signature block:

 a Partnership, organized and existing under the laws of the State of _____

C. If the Proposer is an Individual, use this signature block:

 an Individual doing business as _____

(Note: If the proposer is a corporation, affix corporate seal and list below the names of its President, Treasurer and General Manager if any: If a Partnership, give full names and residential addresses of all partners; and if an Individual, give residential address if different from business address.)

CORPORATION:

PARTNERSHIP:

Scott Freres _____
 President _____

 Treasurer _____
 Andrea Freres _____
 Secretary _____

 General Manager _____

INDIVIDUAL:

(Failure to sign or affix seal could delay the awarding of the proposal.)

VILLAGE OF NILES, ILLINOIS

ANTICOLLUSION AFFIDAVIT OF COMPLIANCE

The party making the foregoing proposal, that such proposal is genuine and not collusive, or sham; that said proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer 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 proposed price element of said proposal, or of that of any other proposer, or to secure any advantage against any other bidder or any person interested in the proposed contract.

SENATE BILL 2002 PURCHASING PROCEDURES - CERTIFICATE OF COMPLIANCE

Further, that he is not barred from bidding as a result of a violation of the bid rigging or bid rotating sections of Public Act 85-1295 (which emerged from Senate Bill 2002-effective 1/1/89).

NON-DISCRIMINATION

Further, the undersigned, by signing and submitting this Request For Proposal, certifies that his firm does not and will not discriminate in its employment practices against persons because of their race, religion, sex, or place of national origin, and that the subcontractors will so certify in their own contracts. Contractor and subcontractors will pay prevailing wage rates and be licensed to operate in their respective trades within the Village of Niles.

SEXUAL HARASSMENT

The undersigned further acknowledges the illegality of sexual harassment and acknowledges, understands and is in compliance with Illinois Public Act 87-1257.

PATRIOT ACT:

Contract Representation and Warranty: The Parties represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

Scott Freres, President

Name of Proposer if Proposer is an Individual
Name of Partner if Proposer is a Partnership
Name of Officer if Proposer is a Corporation
Subscribed and sworn to me this

14 _____ day of June _____, 2016.



By: Scott Freres

ANDREA J. FRERES
6-14-16

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

QUALIFICATIONS:

List firms or organizations for whom you have done similar work

Please list recent references:

1. St. Cloud Arts Commission
Name of Firm
Jennifer Penzkover - St. Cloud Arts Commission Coordinator
Person to contact - Title 320-650-3148
Phone No.

2. NOTO Arts Center
Name of Firm
Anita Wolgast - Co-Chair
Person to contact - Title 785-408-8996
Phone No.

3. River Action, Inc.
Name of Firm
Kathy Wine - Executive Director
Person to contact - Title 563-322-2969
Phone No.

This page must be completed in order for your proposal to be considered.



Scott Freres, PLA, ASLA

President | 1993-Present

As the President and founder of The Lakota Group, Scott brings nearly 30 years of experience to both design and planning projects. As an industry leader in sustainable urban design, Scott has spoken at a multitude of conferences for various planning, recreation, and conservation organizations. Scott's ability to take a fresh, simple, and inclusive approach to problem solving has established The Lakota Group's reputation as a creative leader in the industry.

SIGNATURE PROJECTS

Urban & Regional Planning

- Illinois Route 53/120 Land Use Strategy - Lake County, IL
- Riverfront Neighborhoods Comprehensive Plan Update - Moline, IL
- MedQuarter Master Plan - Cedar Rapids, IA
- Downtown Strategic Development Plan - Kenosha, WI
- Illinois Medical District Master Plan - Chicago, IL
- Willow Road Corridor Plan - Northfield/Winnetka, IL
- State of Oregon Main Street Revitalization Services - Oregon
- Village Center Master Plan - Wilmette, IL
- San Antonio Strategic Historic Preservation Plan - San Antonio, TX

Streetscape & Urban Design

- Downtown Open Space and Streetscape - Homewood, IL
- Lockport Street Streetscape - Plainfield, IL
- Pleasant District Streetscape - Oak Park, IL
- Park Ridge Uptown Streetscape - Park Ridge, IL
- Marion Street Streetscape - Oak Park, IL

Landscape Architecture & Site Design

- Irish Green - Notre Dame, IN
- Lake Forest Place Landscape Design - Presbyterian Homes - Lake Forest, IL
- North Shore County Day School Master Plan - Winnetka, IL
- Fox Meadow Site Plan & Landscaping - Northfield, IL
- Heatherfield Site Plan & Landscaping - Glenview, Illinois

Park District Planning

- Hubbard Woods Park Master Plan - Winnetka, IL
- FCEC Feasibility Study - Chicago, IL
- Park District of Highland Park Comprehensive Plan - Highland Park, IL
- Skokie Playfields Master Plan - Winnetka, IL
- Lakefront Master Plan - Winnetka, IL

Signage & Branding

- St. Cloud Placemaking Plan - St. Cloud, MN
- Preserve America Wayfinding & Cultural Tourism - Ferndale, MI
- Elmhurst Signage - Elmhurst, IL
- Barrington Wayfinding/Signage - Barrington, IL
- Downtown Branding - Evanston, IL

Education

University of Wisconsin - Madison
Bachelor of Science in
Landscape Architecture
(1986)

Organizations

- American Society of Landscape Architects
- American Planning Association
- American Institute of Architects
- Wisconsin Alumni Association - Alumni Park Design Committee
- Lambda Alpha International
- Urban Land Institute
- Illinois Park & Recreation Association
- Society for Environmental Graphic Design
- Village of Winnetka Plan Commission & Design Review Board - Former Member
- Skokie/Crow Island/Hubbard Woods Schools - Former Member
- Winnetka Parks Foundation - Board Member

Accreditations

- Professional Landscape Architect - State of Illinois

Experience

Years with Lakota: 23
Years of Practice: 29

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Nicholas Kalogeresis, AICP

Vice President | 2008-Present

Nick brings 24 years of experience in historic preservation planning and traditional commercial district revitalization. Previously, Nick worked for the National Trust for Historic Preservation's Main Street Center where he consulted with clients across the United States. Nick is also a frequent writer and has presented at conferences for the American Planning Association, Congress for New Urbanism, and New Partners for Smart Growth, among others.

SIGNATURE PROJECTS

Berwyn Bungalow District - Berwyn, IL

Lakota prepared the National Register District Nomination for this district that encompasses 1,500+ residential homes forming the largest collection of Chicago Bungalow-styled homes outside the City of Chicago. The project also included development of an on-line database of contributing and non-contributing buildings in the district. Nick was the project manager for this process

Central Springfield National Register District Expansion - Springfield, IL

Lakota completed a survey to expand the boundary of this existing National Register District in downtown Springfield; the expansion included 150+ new properties in the District ranging in styles from Art Deco to Mid-Century Modern and Contemporary resources. Nick led this effort as a historic preservation planner.

Riverfront Neighborhoods Comprehensive Plan Update - Moline, IL

The Lakota Group and its team were engaged by the City of Moline to undertake a collaborative process for updating the Moline Centre and the Florencia and Edgewater Neighborhood Master Plans. The award-winning updates addressed issues related to downtown revitalization, land use, housing, streetscape improvement, business development, transportation networks, and waterfront enhancements. Nick was the project manager and lead planner for this project.

State Street Corridor - Columbus, IN

The Lakota Group prepared a master plan for a two-mile Columbus thoroughfare that strove to understand the market potential for new commercial and residential development, create options for design enhancements, explore possibilities of parking and bicycle lanes, and consider effective business development strategies. Nick was the project manager and lead planner for this project.

Traditional Neighborhood Residential Design Standards - Oshkosh, WI

The Lakota Group developed and completed a set of design standards for Oshkosh's traditional neighborhoods that addressed issues such as building maintenance, additions, garages, landscape and site improvements and new construction. Standards were accompanied by illustrations and graphics. Nick was the project manager and lead planner for this project.

Publications

- *Main Street Now*, "Incorporating Sustainability into Downtown Master Plans and Codes" May/June 2011
- *Revitalizing Main Street*, "Chapter 16: Master Planning," "Chapter 17: Zoning and Other Land Use Regulatory Tools" 2009
- *Main Street News*, "Form-Based Zoning: The New Urbanism Comes to Main Street," March 2008

Education

University of Illinois at Urbana-Champaign
Masters of Urban Planning (1991)

Elmhurst College
Bachelor of Arts - Urban Studies & History (1988)

Organizations

- American Planning Association
- National Trust for Historic Preservation
- Village of Oak Park Historic Preservation Commission 2003-09
- Society of Architectural Historians
- Chaddick Institute of DePaul University's Municipal Design Review Network

Accreditations

- American Institute of Certified Planners-Champaign
- Landmarks Illinois National Main St. Center
- Society for College and University Planning

Experience

Years with Lakota: 8
Years of Practice: 25

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Michael Kritzman

Associate | 2012-Present

Michael is an urban designer and planner with experience working on a range of environmental design and planning projects, nationwide. His areas of expertise are in preparing development concepts and strategic plans for both the public and private sectors, with a particular focus on urban revitalization and place-making. Michael also brings a valuable and unique skill set in developing and facilitating public workshops that result in dynamic and participatory environments.

SIGNATURE PROJECTS

North Shore County Day School - Winnetka, IL

The Lakota Group was hired to lead a master planning process to develop creative solutions for maximizing the open space potential of this prestigious private school in Winnetka. The plan includes a potential synthetic field, walking and jogging trails, enhanced parking and circulation, and the integration of site and open space elements into the overall campus building master plan.

Riverfront Neighborhoods Comprehensive Plan Updates - Moline, IL

Lakota coordinated and prepared development framework strategies for three riverfront neighborhoods comprising Downtown Moline. The process included analysis of existing conditions and an extensive public participation campaign. Michael assisted with the development of analysis and land use concepts and prepared graphics for the project.

Whitman Street Interchange - Rockford, IL

The Lakota Group is working with TranSystems to reconfigure an outdated interchange to revitalize multiple neighborhoods in downtown Rockford. The proposed alignment reestablishes the city's original grid street system and in the process creates opportunities for new commercial and residential development, open spaces and parks, and an interconnected multi-use cultural trail that will provide access to the Rock River. Kevin serves as the lead designer and project manager for the project.

Cicero Connections - Cicero, IL

The Lakota Group led a team to create a plan that explored future development and revitalization opportunities in transit-oriented locations throughout Cicero. The plan also served to establish a long-range vision through collaboration with local authorities, stakeholders, and community members.

Downtown Implementation Plan - Mount Prospect, IL

With the Village of Mount Prospect and the RTA, The Lakota Group analyzed the downtown's Transit Oriented Development potential and developed plans for enhancing its potential and improving the overall downtown character. Michael assisted in developing plans and graphics.

Six Corners Master Plan - Chicago, IL

Lakota developed a revitalization plan for this northwest Chicago neighborhood. The plan included extensive master planning of new mixed-use developments, adaptive re-use of older buildings, and urban design solutions for improving neighborhood safety and walkability. Michael assisted with the development of analysis and land use concepts and prepared graphics for the project.

Education

University of Illinois at Chicago
Masters of Urban Planning Candidate

University of Illinois
at Urbana-Champaign
Bachelor of Landscape Architecture
(2005)

Sigma Lamda Alpha Honor Society
Inductee, 2005

Organizations

- CNU Illinois Board of Directors
- Urban Land Institute
- American Planning Association
- Congress for New Urbanism
- Illinois Green Business Association
- Landscape Technical Advisory
Committee

Experience

Years with Lakota: 4
Years of Practice: 10

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JON POUNDS

3226 S. Aberdeen
Chicago, IL 60608
312-497-1579 c

PROFESSIONAL RECOGNITION

- 2014 Re-elected to second term of the Americans for the Arts, Public Art Network Council
- 2010 Honored as Alumni of the Year by Illinois State University and inducted into the ISU College of Fine Arts Hall of Fame
- 2009 Invited member of the Arts and Culture Advisory Committee of the 2016 Chicago Olympic Committee
- 2005 Leveraging Investment In Creativity - Ford Foundation grant awarded to Chicago Public Art Group as an organization that demonstrates a commitment to cultural equity, to excellent and thoughtful artistic practice, and who have achieved success in integrating their relationships among artists, programming and community.
- 2001-2002 Community Service Fellowship by the Chicago Community Trust awarded to a not-for-profit leader to explore new directions and ideas. Pounds studied academic and practical models of community organizing, urban planning, and public art and visited exemplary projects in the USA and abroad to develop new models.

CONSULTATIONS (selected)

- Consultant to City of Chicago Department of Cultural Affairs on a new Public Art Plan. 2016.
- Public Art Consultant for Forest Preserve District of Cook County Gateway Guidelines team led by Lakota Group. 2015-2016.
- Public art consultant on the Lakota Group-led team for the development of an urban planning/placemaking/public art program for the Greater St Cloud Minnesota area. 2013.
- Public art consultant on the ARUP-led team for the planning and redesign of the Bloomingdale Trail, elevated train line being converted to a nearly three mile long linear park. 2010-11.
- Consultant in Hanoi, Vietnam funded by the Ford Foundation to Public Arts Hanoi and its efforts to introduce community-engagement to a large ceramic mosaic project in Vietnam. 2008
- Consultant to the Evanston, Illinois Public Art Program as it developed and implemented a community-engaged, public art program. 2007
- Consultant to the New England Foundation for the Arts rethinking its Public Art Program. 2006
- Planning and design consultant to the Chicago Transit Authority as it developed a policy for a public art program. Chicago. 2000
- Planner and consultant with Lakota Group to propose public art policy for the redevelopment of land along the Mississippi River in the Quad Cities (Illinois and Iowa). 1996-97

ARTIST ORGANIZATION MANAGEMENT

- Former (1988-2015) Executive Director of Chicago Public Art Group responsibilities included:
 - Planning and implementation of programming that has produced more than 300 community based, murals, mosaics, play sculptures, and banner projects.
 - Preparation of project and organizational budgets.
 - Recruiting and mentoring of young artists from diverse communities.
 - Seeding and nurturing collaborations with many organizations: including community and economic development organizations, architects and planners, social service and government agencies.
 - Raising funds from foundations, government agencies, corporations, and individuals.
 - Positioning Chicago Public Art Group as a regional and national leader in the field of community based public art.

Company Information

- Type of Business: S-Corp
- Year Incorporated: May 2003
- Ownership Interest: Paul Bluestone – 100% Ownership
- MBE/WBE: NA
- Location of Office: 5225 N. Ravenswood, No. 111, Chicago, IL 60640
- Number of Employees: 7
- Description of Services:
 - Interpretive Planning and Design, Research, Content Development, Writing, Exhibit Design, Signage and Way-finding Design, Graphic Design, AV Interactive Development and Design. Photo Research, Artifact Acquisition, Lighting Design, Infrastructure Coordination, Project Management, Cost Estimating, Construction Administration

Office Profile

Bluestone + Associates was founded by Paul Bluestone after a long and successful career in Chicago's museums. We have been telling stories through exhibits of all kinds for 25 years. Beginning as a graphic designer and exhibit designer at Chicago's Field Museum of Natural History, Paul went on to the John G. Shedd Aquarium to lead their planning and design activities as Vice President of Planning and Design. We have received numerous awards for graphic design, exhibit design and interiors, including Façade of the Year, four awards for Best Exhibit of the Year from the American Zoo and Aquarium Association, Best Exhibit of the Year from the American Association of Museums, and two Interior Architecture awards from the American Institute of Architects.

We pride ourselves in the planning and design of beautiful, innovative and intelligent exhibits for museums, zoos, aquariums, botanical gardens, visitor centers, nature centers and many other kinds of institutions. In addition to our own imagination and inventiveness, we take pride in listening to our clients and in being thorough and responsible to both our clients and our partners. We feel that part of the pleasure of the work we do is in forming strong and lasting relationships with our client and consultant teams. But we know that the proof is in the pudding and we encourage you to be in touch with some of them on our reference list to get a first-hand report of what it actually is like to partner with us on a project.



References + Relevant Experience

As requested in the RFP, the following qualifications for the Lakota Group are listed below

Selected Illinois Municipal Clients

- Village of Niles - Wayfinding and Signage Master Plan
- Village of Oak Park - Harrison Street Arts District Master Plan
- City of Lake Forest - Cultural Corridor Plan
- City of Berwyn - Berwyn Bungalow Historic District Nomination
- City of Springfield - Downtown National Register District
- City of Springfield - Enos Park Neighborhood Master Plan
-

Selected Other Municipal Clients

- City of St. Cloud, MN - Placemaking Master Plan
- City of Topeka, KS - NOTO Arts District Master Plan
- City of Ferndale, MI - Wayfinding
- City of Columbus, IN - State Street Corridor Master Plan
- San Antonio, TX - Historic Preservation Plan
- City of Milwaukee, WI - Fond Du Lac Avenue Visioning & Design

References

Jennifer Penzkover
Arts Commission Coordinator
City of St. Cloud
400 - 2nd St. South
St, Ckiyd, MN 56301

Anita Wolgast
Co-Chair
NOTO Arts Center
935 N Kansas Avenue
Topeka, KS 66608
785-408-8996

Kathy Wine
Executive Director
River Action, Inc.
822 E. River Drive
Davenport, IA 52807
563-322-2969

Additional detail on select team projects can be found on the following pages



St. Cloud Placemaking Plan St. Cloud, Minnesota

Lakota, along with its subconsultants, led a team that identified placemaking strategies and opportunities whose implementation could enhance the community's quality of life. The process built upon several of the city's placemaking components mentioned in previous planning projects. The goal was to create a clear, documented and shared vision for placemaking that would set the stage for private and public activities to better establish St. Cloud's "sense of place."

In addition to facilitating conversations with a range of stakeholders such as property owners, city leaders, business owners, and citizens, Lakota used a short documentary-style video to educate participants about the placemaking process. In the end, Lakota developed a plan that would cultivate St. Cloud's vitality and sense of place through both short- and long-term placemaking initiatives.

The St. Cloud Placemaking Plan won a Merit Award for Communication from the Illinois Chapter of the American Society of Landscape Architects in 2015.

Statistics

Start Date: February 2013
Completed: November 2013

Reference

Jennifer Penzkover
St. Cloud Arts Commission Coordinator

jennifer.penzkover@ci.stcloud.mn.us
(320) 650-3148

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THE LAKOTA GROUP 24



NOTO Arts District Master Plan

Topeka Kansas

The North Topeka (NOTO) Arts District plan takes a comprehensive approach to revitalizing this mixed-use historic district across the river from the existing downtown. The plan focuses on a range of both public and private initiatives to improve the district including redevelopment of vacant property, adaptive use of historic buildings, facade enhancements, streetscape improvements, green space connections, business attraction and retention, and integration of placemaking and art throughout the district.

The plan also finds opportunities to strengthen the district by identifying locations for affordable housing and spaces for studios and innovation, as well as strategies for attracting complementary services and like-minded members of the creative class.

Statistics

Start Date: February 2016
Completed: On-going

Reference

Anita Wolgast
Co-Chair
NOTO Arts Center
935 N Kansas Avenue
Topeka, KS 66608
785-408-8996

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Mississippi River Corridor Land Use Plan & Design Principles

Quad Cities, Illinois/Iowa

Lakota prepared a Land Use Plan for the 26-mile Mississippi River corridor within the Quad Cities region. The firm also prepared Design Principles for the riverfront with the Bi-State Regional Commission, River Action Group, Quad Cities Arts Council and 13 towns, five cities, two counties and two states. The Guidelines address river access, landscaping, wayfinding/signage, architecture, open space, public art, street furniture and lighting. Lakota has continued to be involved in the implementation of the plan and subsequent updates.

Statistics

Start Date: 1999
Completed: On-going

Reference

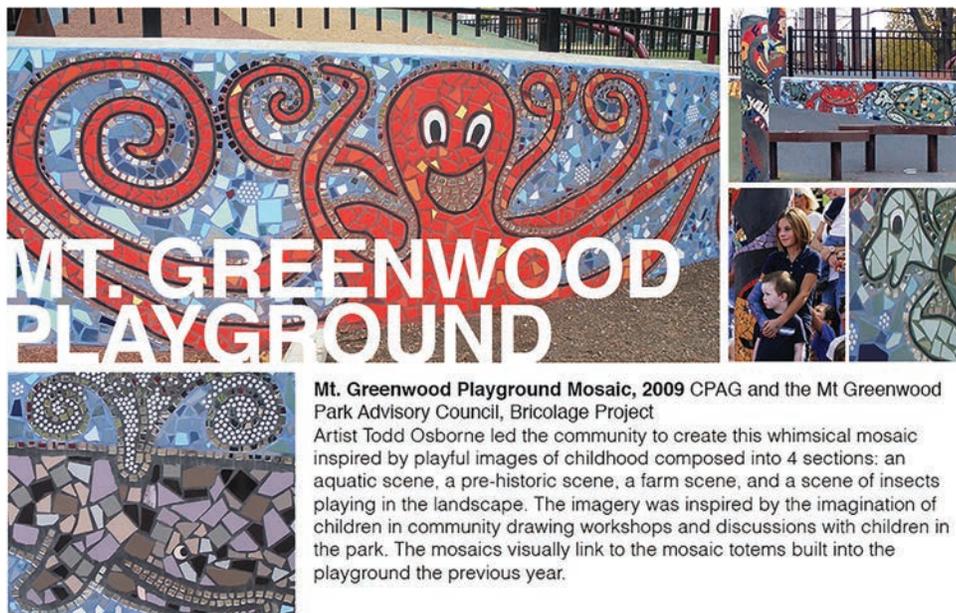
Kathy Wine
Executive Director
River Action, Inc.
822 E. River Drive
Davenport, IA 52807
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Jon Pounds

- **St Cloud, Minnesota. 2013-14.** Design Consultant with Lakota Group to create master plan that incorporates public art to support the strengthening of its various communities to its downtown.
- **Devon Streetscape. 2013.** Design consultant to team developing banners, screens, furniture, and pavement designs for Devon streetscape. The project is now underway with anticipated completion in two stages - 2015 and 2016.
- **Bloomington Trail. 2011-12.** Public Art Consultant to the Arup led team that created the Phase 1 Framework Plan. CPAG's responsibility was to assess public art currently on the trail structure and to provide guidelines for selection and inclusion of new public art projects during construction of this linear park.
- **Hyde Park Art Panels. 2008.** An installation of large format digital prints under the METRA underpasses at 53rd and 55th Street in Hyde Park. The images were selected from the studio work of four southside artists. Partners included 4th and 5th Ward aldermen and CDOT.
- **Public Art Consultant (2001)** to the development of CTA's first public art program in conjunction with the reconstruction of the Blue (now Pink) Line. Partners included Ross Barney Architects and CTA.
- **Hopes and Dreams. 2002.** A mosaic installation for the Roosevelt Road transfer tunnel between the Orange, Green, and Red Lines. The project was created with tiles from 4000 volunteers. Partners included the Museum Campus and the CTA.
- **Living 2007 and Growing 2008.** Direct application mosaics under Lake Shore Drive at Bryn Mawr. Partners included 48th Ward alderman and Chicago Park District.
- **Water Marks. 1998.** Four sculpted concrete benches covered with glass tile and handmade ceramic tile that tell the story of the growth of Chicago stimulated by the construction of the Illinois and Michigan Canal. Partners included VOA Architects and MPEA.



Mt. Greenwood Playground Mosaic, 2009 CPAG and the Mt Greenwood Park Advisory Council, Bricolage Project
Artist Todd Osborne led the community to create this whimsical mosaic inspired by playful images of childhood composed into 4 sections: an aquatic scene, a pre-historic scene, a farm scene, and a scene of insects playing in the landscape. The imagery was inspired by the imagination of children in community drawing workshops and discussions with children in the park. The mosaics visually link to the mosaic totems built into the playground the previous year.

 Chicago Public Art Group // 600 W. Cermak 3B // Chicago, Illinois // 312.427.2724 // cpag.net
CPAG is partially funded by grants from the Illinois Arts Council, a state arts agency, and from CityArts III, Chicago Department of Cultural Affairs and Special Events.



A MODEST WONDERLAND

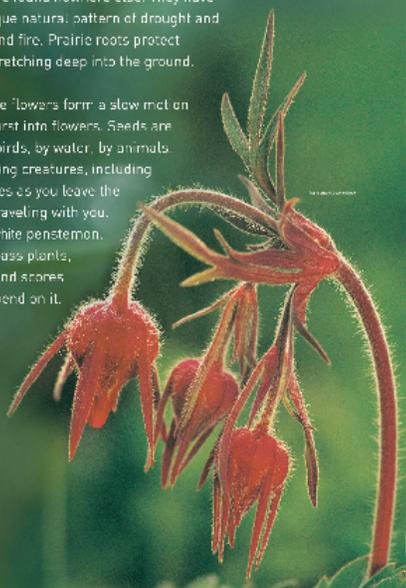
A PRAIRIE IS A COMPLEX AND BEAUTIFUL SYSTEM, FAR MORE COMPLEX THAN IT FIRST APPEARS. AIR STATION PRAIRIE IS PART OF CHICAGO WILDERNESS, A REGIONAL NATURE RESERVE THAT INCLUDES MORE THAN 250,000 ACRES OF PROTECTED NATURAL LANDS.



The prairie is a rare, living system filled with grasses, over 180 kinds of native plants and few trees. Over thousands of years, a community of plants and insects developed that are found nowhere else. They have adapted to a unique natural pattern of drought and rain, heat, cold and fire. Prairie roots protect themselves by stretching deep into the ground.



Beginning in March, prairie flowers form a slow motion fireworks display. Birds burst into flowers. Seeds are scattered by the wind, by birds, by water, by animals. Some hitch a ride on passing creatures, including people. Look at your clothes as you leave the prairie today. You may find seeds traveling with you. This prairie sings with purple phlox, white penstemon, shooting stars, cone flowers, compass plants, lilies, sunflowers, asters, orchids and scores of others. Butterflies and birds depend on it. And, ultimately, so do we.

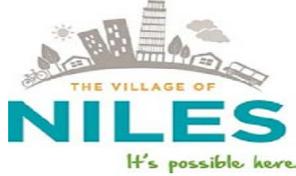


search for: ecological evidence

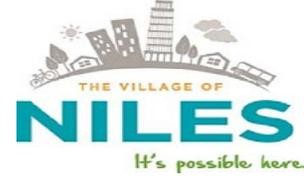
Evelyn Pease Tyner Interpretive Center
Interpretive Master Plan, Exhibit Design and Construction
 Glenview, Illinois

THE
LAKOTA ALLIES
GROUP. IN
PLACE

 **THANK
YOU**



BOARD AGENDA ITEM EXPLANATION FORM



Purchase and Bid Waiver - Avery Dennison Trafficjet Print System and Roll to Roll Laminator

Meeting Date 9/27/2016

Item Number 3

Requested by Mary Anderson, Public Services Director

Action Requested RESOLUTION

Prepared by Fred Braun, Streets Superintendent

Assigned to: Trustee Matyas

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Backup Material	Price Quote
<input type="checkbox"/> Department Memo	Memo to Board from Fred Braun

MOTION

I move for Board approval for the purchase of a Trafficjet Print System and Roll to Roll Laminator from Avery Dennison and bid waiver in the amount of \$43,955.30.

REASON FOR REQUEST / BACKGROUND

Staff recommends, with the support of two Village Board members and volunteers from the EDNR Committee, the purchase of a printer and laminator from local Niles business Avery Dennison. This particular signage equipment meets the specific needs of the Village of Niles Sign Department to create the proposed signage designs within the Comprehensive Signage Plan. This purchase is recommended in lieu the budgeted entryway monument signs. Also, this purchase is not in accordance with the Village of Niles Purchasing Policy and requires a bid waiver.

Will this action involve an expenditure of funds? Yes

If yes, is this a budgeted item? Yes

ORG#	<input type="text" value="1430"/>	Total Amount for Approval	<input type="text" value="\$43,955.30"/>
ACCT#	<input type="text" value="3810"/>	Budget Amount	<input type="text" value="\$60,000.00"/>
		Variance	<input type="text" value="\$(16,044.70)"/>



Reflective
Solutions

7542 North Natchez Ave.
Niles, IL 60714
T: 877-214-0909
F: 847-647-6887
E:
reflective.orders@averydennison.co
m
reflectives.averydennison.com

Customer: Village of Niles

TRAFFICJET PRINT SYSTEM	Unit	List Price	Net Price
TrafficJet™ 1638 DX Inkjet Print System, 8-color, 64" wide digital printer with take-up, ionizing static bar, and design/RIP software. start-up kit for both CMYK/Spot and Spot only configurations, reflective sheeting, protective overlay, maintenance supplies ,professional installation & training (2 days on-site and 10 remote training sessions spread over the first two weeks after installation)	Each	\$35,352.00	\$35,352.00
Safety Grant Discount			(\$3,500.00)
TrafficJet 1638 DX Printer Total			\$31,852.00
TrafficJet™ Spot Color Ink Cartridge 440ml (all colors)	Each	\$236.00	\$165.20
TrafficJet™ Spot Color Ink Bag 950ml (all colors)	Each	\$344.00	\$240.80
Mutoh Eco-Solvent CMYK Cartridge 440ml (C,M,Y, or K)	Each	\$190.00	\$133.00
Mutoh Eco-Solvent CMYK Bag 1L (C,M,Y, or K)	Each	\$365.00	\$255.50
TrafficJet™ Flush Cartridge 440ml	Each	\$108.00	\$75.60
TrafficJet™ Flush Bag 950ml	Each	\$200.00	\$140.00
Mutoh Eco-Ultra 4 Color Kit 220ml (Convert Spot Color configuration to CMYK + Spot)	Each	\$625.00	\$437.50
Mutoh Eco-Ultra CMYK Cartridge 220ml (Yellow, Black, Cyan, or Magenta)	Each	\$105.00	\$73.50
Mutoh Eco-Ultra Cleaning Cartridge 220ml	Each	\$105.00	\$73.50
Cleaning Solution (0.5L bottle)	Each	\$105.00	\$73.50
950ml Cartridge Adapter (4 pack)	Each	\$636.00	\$445.20
Static Bar Kit	Each	\$1,487.00	\$1,487.00
			\$35,452.30
ROLL TO ROLL LAMINATOR			
TrafficJet™ Roll to Roll Laminator. Discounted price when purchased with printer. 64" film width roll to roll laminator with heat assist. Includes 5 roll shafts and one unwinding shaft, metal feeding tray, safety and optical eye, multi-function footswitch. Also includes installation and on-site training.	Each	\$10,595.00	\$10,595.00
Safety Grant Discout Discountnt			(\$3,500.00)
TrafficJet Roll to Roll Laminator Total			\$7,095.00

SUBTOTAL			\$42,547.30
PROTECTIVE OVERLAMINATES			
OL-2000 Clear Digital Overlay (clear and paper liner)	2000Sq.Ft.	\$0.70	\$1,408.00
TOTAL			\$43,955.30
Please refer to the Price & Availability Guide for complete terms and conditions of sale. DISCOUNTED PRICING IS CONFIDENTIAL AND MAY NOT BE SHARED WITHOUT WRITTEN CONSENT OF AVERY DENNISON. Please submit orders to Customer Service at 1-877-214-0909 (phone), 1-847-647-6887 (fax), reflective.orders@averydennison.com (email).			



BOARD AGENDA ITEM EXPLANATION FORM



Appointment of Laurie Nannini as Interim Village Treasurer

Meeting Date 9/27/2016

Item Number 4

Requested by President Przybylo

Action Requested REQUEST FOR BOARD APPROVAL

Prepared by Village Clerk Victorine

Assigned to: President Przybylo

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Backup Material	Treasurer Duties from Niles Code of Ordinances

MOTION

I move for Board approval of the appointment of Assistant Finance Director Laurie Nannini as Interim Village Treasurer until a new Finance Director is hired.

REASON FOR REQUEST / BACKGROUND

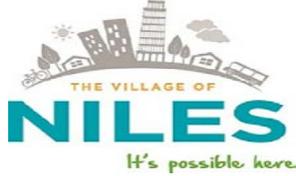
Will this action involve an expenditure of funds? No

If yes, is this a budgeted item?

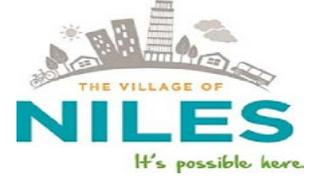
ORG# Total Amount for Approval

ACCT# Budget Amount

Variance



BOARD AGENDA ITEM EXPLANATION FORM



Appointment of Tom Parala to the Planning and Zoning Board

Meeting Date 9/27/2016

Item Number 5

Requested by President Przybylo

Action Requested REQUEST FOR BOARD APPROVAL

Prepared by Village Clerk Victorine

Assigned to: President Przybylo

MOTION

I move for Board approval of the appointment of Tom Parala to the Planning and Zoning Board effective immediately through May 2017.

REASON FOR REQUEST / BACKGROUND

President Przybylo recommends Tom Parala to fill the vacancy on the Planning and Zoning Board.

Will this action involve an expenditure of funds? No

If yes, is this a budgeted item?

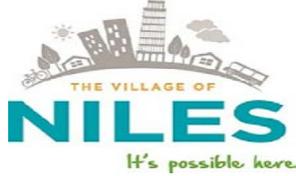
ORG#

Total Amount for Approval

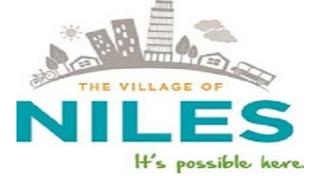
ACCT#

Budget Amount

Variance



BOARD AGENDA ITEM EXPLANATION FORM



Appointment of Joe Bialko to the Board of Ethics

Meeting Date 9/27/2016

Item Number **6**

Requested by President Przybylo

Action Requested

Prepared by Village Clerk Victorine

Assigned to: President Przybylo

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Backup Material	Bio of Joseph Bialko

MOTION

I move for Board approval of the appointment of Joe Bialko to the Board of Ethics effective immediately through May 2017.

REASON FOR REQUEST / BACKGROUND

President Przybylo recommends Joe Bialko to fill the vacancy on the Board of Ethics.

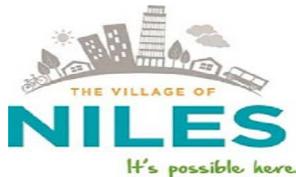
Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

ORG# Total Amount for Approval

ACCT# Budget Amount

Variance



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Amending Chapter 6 Alcoholic Beverages, Sec. 6-1 Definitions, Sec. 6-34 Classification and Fees, Sec. 6-38 Number and Appendix D Fee Schedule to the Niles Code of Ordinances to Create a Craft Brewery Liquor License

Meeting Date 9/27/2016 Item Number 7
Requested by Liquor Commission Action Requested ORDINANCE
Prepared by Liquor Commission Assigned to: Trustee Alpogianis

ATTACHMENTS:

Table with 2 columns: Type, Description. Row 1: Ordinance, Ordinance

MOTION

I move for Board approval of an Ordinance amending Chapter 6 Alcoholic Beverages, Sec. 6-1 Definitions, Sec. 6-34 Classification and Fees, Sec. 6-38 Number and Appendix D Fee Schedule to the Niles Code of Ordinances to create a craft brewery liquor license.

REASON FOR REQUEST / BACKGROUND

Micro-Breweries are a growing trend in the beverage industry. However, current Liquor License regulations in the Village do not permit micro-breweries to produce beer and sell it directly to the consumer. The proposed License category would allow Micro-Breweries in Niles to produce beverages onsite, allow sampling, operate a tap room, and sell directly to consumers.

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 AMENDING CHAPTER 6 ALCOHOLIC BEVERAGES, SEC. 6-1 DEFINITIONS, SEC. 6-34 CLASSIFICATION AND FEES, SEC. 6-38 NUMBER AND APPENDIX D FEE SCHEDULE TO THE NILES CODE OF ORDINANCES, VILLAGE OF NILES

WHEREAS, the Village of Niles (“Village”) is a home rule unit of government as provided by the provisions of Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of government, the Village is expressly empowered to perform any function pertaining to its government and affairs including, but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the Village’s Liquor Commission recommends that the Village establish a craft brewery liquor license classification; and

WHEREAS, the President and Board of Trustees agrees with the recommendation of the Liquor Commission and finds that it is in the best interests of the Village to establish a craft brewery liquor license classification as set forth in this Ordinance.

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 6 Alcoholic Beverages, Sec. 6-1 Definitions, Sec. 6-34 Classification and Fees, Sec. 6-38 Number and Appendix D Fee Schedule to the Niles Code of Ordinances shall be amended as follows:

CHAPTER 6 ALCOHOLIC BEVERAGES

ARTICLE I IN GENERAL

Sec. 6-1. Definitions.

* * *

Craft beer means beer from a draft brewery that produces on site not to exceed thirty thousand barrels or nine hundred thirty thousand gallons per year.

* * *

ARTICLE II LICENSE

* * *

Sec. 6-34. Classification and fees.

Licenses required by this article shall and are hereby divided into ~~four~~ five classes:

* * *

(5) Class CB. Craft Brewery Liquor License: A Craft Brewery Class Liquor License shall authorize a licensee to produce and store craft beer at the licensed premises in quantities not to exceed 30,000 barrels of beer annually or 930,000 gallons. The sale of such craft beer is for consumption off the premises, for sampling on the premises and for consumption on the premises by persons of at least 21 years of age. Sale of any beer manufactured outside of the licensed premises is prohibited. Class CB licenses shall be issued subject to the following conditions:

- a. Craft beer product samples for consumption on the premises shall be dispensed only in containers provided by the licensee.
- b. It shall be unlawful for the holder of a Class CB license to provide a sample or sell any beer between the hours of 1:00 a.m. and 10:00 a.m.
- c. All applicable taxes including sales tax shall be collected and paid on all revenue realized from the retail sale of craft beer.
- d. Class CB licensees must have at least one BASSET certified manager on premises whenever beer is available for sale or consumption.
- e. Licensees must have a valid State of Illinois Class 3 Brewer’s Liquor License and State of Illinois Class 10 Craft Brewer’s Liquor License, or equivalent State of Illinois licenses and comply with all applicable federal, state, and local laws and regulations, including, but not limited to procurement of a requisite Federal Brewer’s Notice and any and all other requisite licenses and permits concerning manufacture, packaging, storing, sale, and distribution of alcoholic beverages.

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 27th day of September, 2016

AYES:

NAYS:

ABSENT:

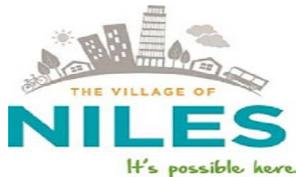
ABSTAIN:

APPROVED by me this 27th day of September, 2016.

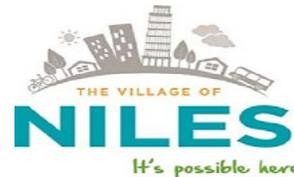
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 27th day of September, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Amending Chapter 70 Peddlers and Solicitors to the Niles Code of Ordinances

Meeting Date 9/27/2016

Item Number 8

Requested by Steven C. Vinezeano, Village Manager

Action Requested ORDINANCE

Prepared by Cathy Spadoni, Admin Asst

Assigned to: Trustee Alpogianis

ATTACHMENTS:

Type	Description
<input type="checkbox"/> Ordinance	Ordinance
<input type="checkbox"/> Department Memo	Memo

MOTION

I move for Board approval of an Ordinance amending Chapter 70 Peddlers and Solicitors to the Niles Code of Ordinances.

REASON FOR REQUEST / BACKGROUND

The Peddlers and Solicitors Ordinance, which has received only minor revisions since 1965, has been rewritten to bring it in line with common practices and current standards. The Legal and Police Departments have reviewed these changes, and the General Government/IT Committee recommended approval of this ordinance at its August 10, 2016 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 AMENDING CHAPTER 70 PEDDLERS AND SOLICITORS, APPENDIX D FEE SCHEDULE AND APPENDIX E PENALTIES 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 70 Peddlers and Solicitors, Appendix D Fee Schedule and Appendix E Penalties to the Niles Code of Ordinances shall be amended as follows:

~~CHAPTER 70 PEDDLERS AND SOLICITORS~~

~~ARTICLE I. IN GENERAL~~

~~Sec. 70-1. -- Definitions.~~

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

~~*Canvasser* means a person who travels either by foot, or by some means of conveyance, from place to place, from house to house, or from street to street, making or taking surveys, or delivering any handbill, flyer, circular, sample or other article not within the purview of First Amendment protection.~~

~~*Charitable solicitor* means a solicitor who, on behalf of a charitable organization approved by the village clerk, makes a request for donations but does not receive directly or indirectly any financial remuneration for such efforts, or whose activities are within the guarantees of the First Amendment to the Constitution of the United States.~~

~~*Peddling* means the selling, bartering or exchanging or the offering for sale, barter or exchange of any tangible personal property upon or along the streets, highways or public places of the village or from house to house, whether at one place thereon or from place to place, from any wagon, truck, pushcart or other vehicle or from movable receptacles of any kind, but shall not include the delivery of any item previously ordered. Peddling shall include the solicitation of orders by sample where the goods are not delivered at the time the order is taken.~~

~~*Professional fundraiser* means any person who for compensation or other consideration, conducts, manages, or carries on any solicitation drive or campaign in this state or from this state or on behalf of a charitable organization residing within this state for the purpose of soliciting contributions for or on behalf of any charitable organization or any other person, or who engages in the business of, or holds himself out to persons in this state as independently engaged in the business of soliciting contributions for such purposes. A bona fide director, officer, employee or unpaid volunteer of a charitable~~

~~organization shall not be deemed a professional fund raiser unless the person is in a management position, and the majority of the individual's salary or other compensation is computed on a percentage basis of funds to be raised, or actually raised.~~

~~Professional solicitor means any natural person who is employed or retained for compensation by a professional fund raiser to solicit contributions for charitable purposes from persons in this state or from this state or on behalf of a charitable organization residing within this state.~~

~~Registered solicitor means a person who has obtained a valid certificate of registration and which certificate is in the possession of the solicitor on his person while engaging in soliciting.~~

~~Residence means every separate living unit occupied for residential purposes by one or more persons contained within any type of building or structure.~~

~~Solicitation canister means any receptacle for currency or coin which appeals to the public for support of any charitable, benevolent or eleemosynary purpose.~~

~~Solicitor means a person traveling either by foot, wagon, automobile, motor truck, or any other type of conveyance, from place to place, from house to house or from street to street, taking or attempting to take orders for sale of books, magazines, periodicals, newspapers and every other type or kind of publication, phonograph records or tape recordings, goods, wares and merchandise, personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or whether he is collecting advance payments on such sales or not, provided that such definition shall include any person who for himself, or for another person, hires, leases, uses or occupies any building, structure, tent, railroad boxcar, boat, hotel room, lodginghouse, apartment, shop or any other place within the village for the sole purpose of exhibiting samples and taking orders for future delivery.~~

~~**Sec. 70-2. Actions for violation; injunction; recovery of costs and fees.**~~

~~In addition to all other legal remedies, the village may seek an injunction in the county circuit court to enjoin a violation of this chapter and to otherwise enforce its provisions. In any such action, the village shall be entitled to recover its costs in prosecuting the action, including attorney's fees.~~

~~Secs. 70-3 — 70-25. Reserved.~~

~~**ARTICLE II. PEDDLERS**~~

~~Secs. 70-26 — 70-45. Reserved.~~

~~**ARTICLE III. SOLICITORS**~~

~~**DIVISION 1. GENERALLY**~~

~~**Sec. 70-46. Prohibition of all solicitors and canvassers including charitable solicitors and other solicitors by residential property owners.**~~

~~(a) — Notwithstanding the provisions of this article providing for the registration of solicitors and canvassers, every residential property owner shall have the right to prohibit all solicitors and canvassers by giving notice in substantial compliance with the following: A card supplied by the Village or~~

~~A weatherproof card, approximately three inches by four inches in size, shall be exhibited upon or near the main entrance door to the residence, indicating the determination by the occupant, containing the applicable words as follows:~~

~~NO SOLICITORS INVITED~~

~~The letters shall be at least one-half inch in height. For the purpose of uniformity, the cards supplied by the Village shall be provided to persons requesting such cards.~~

~~(b) — Such card so exhibited shall constitute sufficient notice to any solicitor of the determination by the occupant of the residence of the information contained thereon.~~

~~**Sec. 70-47. — Duty of solicitors.**~~

~~(a) — It shall be the duty of every solicitor upon going onto any premises in the municipality upon which a residence is located to first examine the notice provided for in section 70-46.~~

~~(b) — If a no solicitors invited notice is posted, then the solicitor, whether registered under the provisions of this chapter or not, shall immediately and peacefully depart from the premises. Any solicitor or canvasser who has gained entrance to any residence, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by the occupant.~~

~~**Sec. 70-48. — Uninvited soliciting prohibited.**~~

~~It is hereby declared to be unlawful and shall constitute a nuisance for any person to go upon any premises and ring the doorbell upon or near any door, or create any sound in any other manner calculated to attract the attention of the occupant of such residence for the purpose of securing an audience with the occupant thereof and engage in soliciting, in defiance of the notice exhibited at the residence in accordance with the provisions of section 70-46.~~

~~**Sec. 70-49. — Approved charitable organizations.**~~

~~The village clerk shall compile and maintain a list of approved charitable organizations for which charitable solicitations shall be permitted without further registration.~~

~~**Sec. 70-50. — Time limit on soliciting.**~~

~~It is hereby declared to be unlawful and shall constitute a nuisance for any person, whether registered or not, to go upon any premises and ring the doorbell upon or near any door of a residence located thereon, or rap or knock upon any door, or~~

~~create any sound in any other manner calculated to attract the attention of the occupant of such residence, for the purpose of securing an audience with the occupant thereof and engage in soliciting prior to 9:00 a.m. or after 7:00 p.m.~~

~~**Sec. 70-51.— Obstructing or hindering traffic prohibited.**~~

- ~~(a) Any person soliciting funds who shall wilfully or unnecessarily hinder, obstruct or delay or who shall wilfully or unnecessarily attempt to delay, hinder or obstruct any other person in lawfully driving or traveling along or upon any street or thoroughfare within the village shall be guilty of a violation of this Code and shall be subject to a fine not to exceed \$500.00.~~
- ~~(b) Based upon the safety of the solicitors, the safety of motorists, and the orderly flow of traffic, no soliciting shall be permitted at the following intersections:
 - ~~(1) Greenwood Avenue and Milwaukee Avenue.~~
 - ~~(2) Golf Road and Milwaukee Avenue.~~
 - ~~(3) Dempster Street and Milwaukee Avenue.~~
 - ~~(4) Milwaukee Avenue and Howard Street.~~
 - ~~(5) Milwaukee Avenue and Harlem Avenue.~~
 - ~~(6) Lehigh Avenue and Touhy Avenue.~~~~

~~Secs. 70-52—70-60.—Reserved.~~

~~**DIVISION 2.— CERTIFICATE OF REGISTRATION**~~

~~**Sec. 70-61.— Required.**~~

~~Every charitable solicitor and/or professional fundraiser, except those whose activities are within the guarantees of the First Amendment of the Constitution of the United States, and every canvasser desiring to engage in charitable solicitation or canvassing from persons in residences or business establishments within the village is required to make written application for a certificate or registration as provided in this division.~~

~~**Sec. 70-62.— Application.**~~

- ~~(a) *Contents.* Application for a certificate of registration shall be made upon a form provided by the village clerk or designee and payment as referenced in Appendix D of an application fee for processing and a background check. The applicant shall truthfully state in full the information requested on the application as follows:
 - ~~(1) Name and address of present place of residence and length of residence at such address, business address, if other than the residence address, and social security number;~~~~

- ~~(2) Address of the place of residence during the past three years, if other than the present address;~~
 - ~~(3) Age of the applicant and marital status and, if married, the name of the spouse;~~
 - ~~(4) Copy of a state issued identification card, i.e. driver license.~~
 - ~~(5) Name and address of the person for whom the applicant is employed by or represents and the length of time of such employment or representation;~~
 - ~~(6) Description sufficient for identification of the subject matter of the soliciting which the applicant will engage in;~~
 - ~~(7) Period of time for which the certificate is applied for;~~
 - ~~(8) The date or approximate date of the latest previous application for certificate under this chapter, if any;~~
 - ~~(9) Has a certificate of registration issued to the applicant under this chapter ever been revoked;~~
 - ~~(10) Has the applicant ever been convicted of a violation of any of the provisions of this chapter, or the ordinance of any other state municipality regulating soliciting;~~
 - ~~(11) Has the applicant ever been convicted of the commission of a felony under the laws of the state or any other state or federal law of the United States;~~
 - ~~(12) Such additional information as the village clerk or the chief of police may deem necessary to process the application;~~
 - ~~(13) Where applicable, a copy of the applicant's registration statement and supporting documents filed pursuant to section 2 of the state solicitation for charity act (225 ILCS 605/0.01 et seq.), as amended; and~~
 - ~~(14) Every professional fundraiser and any professional solicitor shall file with the application a copy of the contract setting forth the compensation to be paid to such professional fundraiser and/or professional solicitor. The amount of compensation may not exceed ten percent of the funds collected.~~
- ~~(b) *Statements under oath.* All statements made by the applicant upon the application or in connection therewith shall be under oath.~~
- ~~(c) *Background check of applicant.* Every applicant shall submit to a background check by the Village of Niles in connection with the application for a certificate.~~
- ~~(d) *Records.* The village clerk shall cause to be kept in his office an accurate record of every application received and acted upon together with all other information and data pertaining thereto and all certificates of registration issued under the provisions of this division, and of the denial of applications.~~

~~Applications for certificates shall be numbered in consecutive order, as filed, and every certificate issued, and any renewal thereof, shall be identified with the duplicate number of the application upon which it was issued.~~

- ~~(e) *Disqualifications of applicant.* No certificate of registration shall be issued to any person who has been convicted of the commission of a felony under the laws of the state, or any other state or federal law of the United States, within five years of the date of the application; nor to any person who has been convicted of a violation of any of the provisions of this division or the ordinance of any other state municipality regulating soliciting; nor to any person whose certificate of registration issued under this division has previously been revoked.~~

~~**Sec. 70-63. Issuance and revocation.**~~

- ~~(a) The village clerk or designee, after consideration of the application and all information obtained relative thereto, shall deny the application if the applicant does not possess the qualifications for such certificate as required in this division, and that the issuance of a certificate of registration to the applicant would not be in accord with the intent and purpose of this article. Endorsement shall be made by the village clerk or designee upon the application of the denial of the application. When the applicant is found to be fully qualified, the certificate of registration shall be issued forthwith.~~
- ~~(b) Any certificate of registration issued under this division shall be revoked by the village clerk or designee if the holder of the certificate is convicted of a violation of any of the provisions of this article, or has made a false material statement in the application, or otherwise becomes disqualified for the issuance of a certificate of registration under the terms of this article. Immediately upon such revocation, written notice thereof shall be given by the village clerk or designee to the holder of the certificate in person or by certified U.S. Mail, addressed to his residence address set forth in the application.~~
- ~~(c) Immediately upon the giving of such notice, the certificate of registration shall become null and void.~~
- ~~(d) The certificate of registration shall state the expiration date.~~

~~Secs. 70-64 — 70-75. Reserved.~~

~~**DIVISION 3. CHARITABLE SOLICITATIONS**~~

~~**Sec. 70-76. Definitions.**~~

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

~~*Charitable solicitation or professional fundraising* means the solicitation of funds made on behalf of any charitable organization through the use of canisters,~~

~~vending machines, letter writing appeals, etc., upon the public ways or in the business establishments of the village.~~

~~Tag days means those days on which it shall be lawful for charitable organizations to solicit funds for charitable purposes upon the public ways of the village through means of distributing emblems or selling flowers or other merchandise, the possession of such emblem, flower or merchandise indicating those who have contributed to such fund.~~

~~**Sec. 70-77. Supervision and control.**~~

~~Supervision and control over all tag days and other means of solicitation shall be vested in a committee consisting of three persons appointed by and serving at the will of the village president. The committee may formulate reasonable rules and regulations as it may deem necessary for the purpose of carrying out the provisions of this division and properly controlling the conduct of any such tag day.~~

~~**Sec. 70-78. Limitations.**~~

~~Tag days and other means of solicitation shall be limited in the following regard:~~

- ~~(1) There shall be only one tag day conducted on any given day.~~
- ~~(2) Only one tag day may be conducted in the village by any organization within the calendar year.~~
- ~~(3) Other means of collection are only allowed for a specified amount of time and only after the organization has met the requirements of section 70-79.~~
- ~~(4) Businesses are not allowed to display any solicitation canister until approval has been granted and proof of such approval from the village has been given to the business.~~

~~**Sec. 70-79. Requirements for participation.**~~

~~No charitable organization shall conduct or share in the proceeds of any such tag day or other means of solicitation unless it conforms to the following requirements:~~

- ~~(1) It shall be and shall have been for not less than one year prior to its application under this division, a corporation organized under the laws of the state and shall have been actually engaged during such period in charitable and philanthropic work for which it was chartered. This subsection does not apply to organized churches.~~
- ~~(2) It shall have a responsible administrative body and shall be performing a charitable function or be engaged in charitable work which, in the opinion of the committee, shall be commensurate with the funds received and distributed by it.~~

- ~~(3) It shall agree to cooperate and shall cooperate with all other charitable organizations in promoting efficiency of administration in charitable work, with a view to preventing duplication of effort and waste of funds collected.~~
- ~~(4) It shall submit to the committee, in connection with its application, a statement showing its receipts and disbursements for one year previous to making application, sworn to by a responsible officer thereof before a regularly qualified notary public.~~
- ~~(5) It shall not, in connection with such tag day, employ paid solicitors.~~
- ~~(6) It shall present, in connection with its application, evidence that it has obtained insurance providing coverage for bodily injury liability in the amount of \$100,000.00 for any individual and \$300,000.00 for any occurrence. The policy shall name the village as an additional insured.~~

~~Sec. 70 80. Application.~~

~~Before engaging in or conducting any tag day or other means of solicitation, each organization shall make application for permission therefor to the committee in such form as it may designate on or before December 31 preceding the calendar year in which the proposed date of the tag day applied for occurs; provided, however, that such an application must be made within 60 days of the proposed date of the tag day during the balance of the calendar year in which this section becomes effective. If more than one application for the same date is received, the committee shall, if applicable, give preference to an organization based in or having the more significant contacts with the village.~~

~~Sec. 70 81. Statement of receipts and distributions.~~

~~Each organization which is granted permission to conduct a tag day shall within 60 days from and after the date of such tag day file with the committee a statement showing all receipts and distributions of money derived from the tag day, such statement to be sworn to by a responsible officer thereof before a regularly qualified notary public.~~

~~Sec. 70 82. Obstructing or hindering traffic prohibited.~~

~~Any person soliciting funds on behalf of such an organization who shall wilfully or unnecessarily hinder, obstruct or delay or who shall wilfully or unnecessarily attempt to delay, hinder or obstruct any other person in lawfully driving or traveling along or upon any street or thoroughfare within the village shall be guilty of a violation of this Code.~~

~~Sec. 70 83. Identification of organization during solicitation.~~

~~Every person who solicits funds on behalf of such an organization on such a tag day shall wear a uniform or article of clothing which by its nature or design informs the general public of the identity of the organization soliciting the funds or shall wear or carry such other emblem, button, sign or insignia that fully and~~

~~clearly informs the public of the identity of the organization. In addition, each solicitor shall have a container on which is provided or affixed the name of the organization, and such container shall be completely sealed except for a slot for deposit of currency or coins.~~

CHAPTER 70 SOLICITORS

ARTICLE I. IN GENERAL

Sec. 70-1. Purpose.

It is the purpose of this chapter to protect the health, safety, welfare and privacy of the citizens of the Village; to ensure that the Police Department is aware of the identities of persons who will be soliciting and the locations and time periods during which such activities will occur; and to protect the Village's residents in their homes from unwanted disturbances and intrusions.

Sec. 70-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the indicated meanings, except where the context clearly indicates a different meaning:

Canvasser means any person who makes or takes surveys, or delivers any handbill, flyer, circular, sample or other article not within the guarantees of the First Amendment to the Constitution of the United States to any person within any residence or apartment, or from any person upon any street, highway, alley or sidewalk within the Village.

Charitable solicitation or professional fundraising means the solicitation of funds made on behalf of any charitable organization through the use of canisters, vending machines, letter writing appeals, etc., upon the public right-of-way.

Charitable solicitor means a solicitor who, on behalf of a charitable organization approved by the Village Manager's office, makes a request for donations but does not receive directly or indirectly any financial remuneration for such efforts, or whose activities are within the guarantees of the First Amendment to the Constitution of the United States.

Fund drives, tag days and tag day events means those days on which it shall be lawful for charitable organizations to solicit funds for charitable purposes upon the public right-of-way of the Village through means of distributing emblems, flowers or other merchandise, the possession of which indicates a contribution to such fund.

Professional fundraiser/solicitor means any person who, for compensation or other consideration, conducts, manages or carries on any solicitation drive/campaign or solicits contributions for charitable purposes or on behalf of a charitable organization.

Registered solicitor means a person who has obtained a valid Solicitor/Canvasser Permit and is in possession of said permit while engaging in soliciting/canvassing.

Residence means every separate living unit occupied for residential purposes by one or more persons contained within any type of building or structure.

Soliciting/Canvassing means going upon any premises or residence and ringing the doorbell, knocking or creating any sound in any other manner calculated to attract the attention of the occupant for the purpose of securing an audience with the occupant thereof and engaging in soliciting or canvassing.

Solicitor means any person who sells, offers to sell, takes orders for, or seeks to obtain orders or sales for any goods, wares, merchandise, foodstuffs, insurance, publications, subscriptions or services of any kind, character or description whatsoever from persons within the Village, including, but not limited to, any person within any residence or apartment, or from any person upon any street, highway, alley or sidewalk within the Village.

Tagging means soliciting funds for charitable organizations for fund drive, tag days or tag day events.

Sec. 70-3. Penalties.

Any person who violates any provision of this chapter or who fails to comply with any notice, directive or order issued pursuant to the provisions of this chapter, upon being found guilty of violation, shall be subject to a fine as specified in Appendix E Penalties of the Niles Code of Ordinances for each separate offense, and each day during which any violation of the provisions of the chapter shall occur or continue shall be a separate offense.

ARTICLE II. DOOR-TO-DOOR SOLICITATION.

Sec. 70-5. Hours of soliciting.

It is hereby declared to be unlawful and shall constitute a nuisance for any solicitor or canvasser to engage in soliciting or canvassing prior to 9:00 a.m. or after 7:00 p.m. Monday through Friday; prior to 9:00 a.m. or after 5:00 p.m. on Saturday; or at any time on Sundays or national holidays.

Sec. 70-6. Notice regulating soliciting; rights of residents.

Notwithstanding the provisions of this article providing for the registration of solicitors and canvassers, it is the Village's policy that the occupant(s) of a residence shall make the determination of whether soliciting shall or shall not be allowed on their premises.

- (a) Every residential property owner shall have the right to prohibit all solicitors and canvassers from being on their premises by posting on or near the main entrance door to the residence a notice upon which is printed "No Solicitors," "No Solicitors Invited," "No Trespassing" or any other similar notice indicating in any manner that the occupants of such premises desire not to be solicited or otherwise disturbed.

- (b) Such notice so exhibited shall constitute sufficient notice to any solicitor and/or canvasser of the determination by the occupant of the residence of the information contained thereon.
- (c) For the purpose of uniformity, the Village may provide a weatherproof decal bearing a notice of the type herein described to persons requesting such decals.

Sec. 70-7. Duty of solicitors.

- (a) It shall be the duty of every solicitor and canvasser, upon going onto any premises in the municipality upon which a residence is located, to first examine the notice provided for in Sec. 70-6.
- (b) If a “No Solicitors,” “No Solicitors Invited,” “No Trespassing” or any other similar notice is posted, the solicitor or canvasser, whether registered under the provisions of this chapter or not, shall immediately and peacefully depart from the premises. Any solicitor or canvasser who has gained entrance to any residence, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by the occupant.
- (c) It is hereby declared to be unlawful and shall constitute a nuisance for any solicitor or canvasser to engage in soliciting or canvassing in defiance of the “No Solicitors,” “No Solicitors Invited,” “No Trespassing” or any other similar notice posted at the residence in accordance with the provisions of Sec. 70-6.

Sec. 70-8. Exemptions.

- (a) Organizations within the guarantees of the First Amendment to the Constitution of the United States shall be permitted to solicit/canvass door-to-door without further registration.
- (b) A person age sixteen (16) and under, who is participating in fundraising programs for, or sponsored by, a public or private elementary or high school or bona fide children’s organization including, but not limited to, Boy Scouts, Girl Scouts or youth sports, is not required to obtain a Solicitor/Canvasser Permit.

It is hereby declared to be unlawful and shall constitute a nuisance for any organization within the guarantees of the First Amendment to the Constitution of the United States to engage in soliciting or canvassing prior to 9:00 a.m. or after 7:00 p.m. Monday through Sunday.

Regardless of the exemptions granted herein, any local charitable, civic, religious, fraternal or educational organization shall comply with all other provision of this ordinance.

Sec. 70-9. Application.

Every canvasser, charitable solicitor, solicitor, and/or professional fundraiser/solicitor, desiring to travel door to door within the Village of Niles is required to make written application for a Solicitor/Canvasser Permit as provided in this chapter.

- (a) Contents. Each person seeking to solicit in the Village of Niles shall complete an application for a Solicitor/Canvasser Permit provided by the Village Manager's office. The applicant shall provide true and accurate information requested including name, current address, date of birth, driver's license or State ID number, Social Security number and any and all other personal identifying information and/or business information deemed necessary to process the application, conduct a background check and determine eligibility for a Solicitor/Canvasser Permit. Each applicant will make payment to the Village as referenced in Appendix D Fee Schedule of the Niles Code of Ordinances to be used to conduct a background check on each applicant.
- (b) Records. The Village Manager's office shall keep an accurate record of every application received, all related information, all permits issued and all applications denied under the provisions of this chapter.
- (c) Notification. The Village Manager's office shall notify the Chief of Police or his/her designee of any and all Solicitor/Canvasser Permits issued.

Sec. 70-10. Issuance, denial and revocation.

- (a) The Solicitor/Canvasser Permit shall state the name of the solicitor/canvasser, the company name, the date of issuance, the permit number and the expiration date.
- (b) The Solicitor/Canvasser Permit issued pursuant to this chapter shall expire ninety (90) consecutive calendar days after issuance.
- (c) The permit holder must carry the Solicitor/Canvasser Permit at all times when soliciting.
- (d) The Solicitor/Canvasser Permit does not imply endorsement or approval by the Village of Niles of the goods and/or services represented by the solicitor/canvasser.
- (e) No permit shall be issued to any person who has been convicted of a felony, or any crime involving moral turpitude or truth and veracity, under the laws of the state, or any other state or federal law of the United States, within ten years of the date of the application; nor to any person who has been convicted of a violation of any of the provisions of this chapter or the ordinance of any other state municipality regulating soliciting within ten years of the date of the application; nor to any person whose Solicitor/Canvasser Permit issued under this chapter has previously been revoked within ten years of the date of the application.

- (f) Any permit issued under this article shall be revoked by the Village Manager's office if the holder of the certificate is convicted of a violation of any of the provisions of this article, or has made a false material statement in the application, or otherwise becomes disqualified for the issuance of a permit under the terms of this article. Immediately upon such revocation, written notice thereof shall be given by the Village Manager's office to the holder of the permit in person or by certified U.S. Mail, addressed to the address set forth in the application. Immediately upon the giving of such notice, the permit shall become null and void.

ARTICLE III. CHARITABLE SOLICITATIONS – FUND DRIVES, TAG DAYS, TAG DAY EVENTS.

Sec. 70-12. Application and requirements for participation.

Every charitable organization who conducts or shares in the proceeds of any such fund drive, tag day, tag day event or other means of solicitation shall conform to the following requirements:

- (a) Contents. Each organization seeking to conduct a fund drive, tag days, tag day events or other means of solicitation in the Village of Niles shall complete an application provided by the Village Manager's office. The applicant shall provide true and accurate information requested including the organization's name, address, State of Illinois Charter # and any and all other information deemed necessary to determine eligibility and process the application.

The organization shall submit, in connection with its application, a Certificate of Liability Insurance showing that the organization has obtained insurance providing coverage for bodily injury liability in the amount of \$1,000,000 for any individual and \$1,000,000 for any occurrence. The policy shall name the Village of Niles as an additional insured.

- (b) Any solicitor, or organization represented by the solicitor, tagging on the highway or any public right-of-way is liable for any injuries to any person or property during the tagging, which is causally related to an act of ordinary negligence of the solicitor or the tagging organization.
- (c) The organization shall be and shall have been for not less than one year prior to its application under this article, a corporation organized under the laws of the state and shall have been actually engaged during such period in charitable and philanthropic work for which it was chartered. This subsection does not apply to organized churches.

(d) Records. The Village Manager's office shall keep an accurate record of every application received, all related information, all permissions issued and all applications denied under the provisions of this chapter.

(e) Notification. The Village Manager's office shall notify the Chief of Police or his designee of any and all scheduled fund drives, tag days and tag day events.

(f) The Village Manager's office may formulate reasonable rules and regulations as it may deem necessary for the purpose of carrying out the provisions of this division and properly controlling the conduct of any such tag day.

Sec. 70-13. Identification of organization during solicitation.

Every person who solicits funds on behalf of an organization for a fund drive, tag day or tag day event upon the public right-of-way shall wear a uniform, article of clothing, or such other emblem, button, sign or insignia which, by its nature or design, fully and clearly informs the general public of the identity of the organization soliciting the funds.

Each solicitor shall have a container on which is provided or affixed the name of the organization, and such container shall be completely sealed except for a slot for deposit of currency or coins.

Sec. 70-14. Limitations.

Fund drives, tag days, tag day events and other means of charitable solicitation upon the public right-of-way shall be limited as follows:

(a) Any person engaged in the act of tagging shall be eighteen (18) years of age or more.

(b) Each solicitor engaged in the act of tagging shall wear a high visibility vest or other high-visibility clothing.

(c) A tag day event shall consist of no more than three consecutive calendar days, and no more than two consecutive weekends.

(d) Only one tag day may be conducted on any given day.

(e) If more than one application for the same date is received, preference will be given to the qualifying organization on a first come, first-served basis.

(f) Other means of collection are only allowed for a specified amount of time and only after the organization has met the requirements under this article.

Sec. 70-15. Obstructing or hindering traffic prohibited.

(a) Any person soliciting funds on behalf of any organization who shall willfully or unnecessarily hinder, obstruct or delay, or attempt to willfully or unnecessarily

hinder, obstruct or delay, any person in lawfully driving or traveling along or upon any street or thoroughfare within the Village shall be guilty of a violation of this Code.

(b) For the safety of the solicitors, the safety of motorists, and the orderly flow of traffic, no soliciting shall be permitted at the following intersections:

- Milwaukee Avenue and Greenwood Avenue
- Milwaukee Avenue and Golf Road
- Milwaukee Avenue and Dempster Street
- Milwaukee Avenue and Howard Street
- Milwaukee Avenue and Harlem Avenue
- Lehigh Avenue and Touhy Avenue

* * *

**APPENDIX D
FEE SCHEDULE**

<i>Description</i>	<i>Amount</i>	<i>Section of this Code</i>
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* * *

Chapter 70 Peddlers And Solicitors
~~Article III. Solicitors~~ II. Door-to-Door Solicitation
 Division 2. Certificate of Registration

(a) Application fee	100.00	70-62 <u>70-9</u>
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* * *

**APPENDIX E
PENALTIES**

<i>Description</i>	<i>Amount</i>	<i>Section of this Code</i>
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* * *

Chapter 70 Peddlers And Solicitors

Uninvited solicitors	No less than \$50.00 no more than \$1,500.00	70-48 <u>70-7(c)</u>
Obstructing/hindering traffic prohibited	500.00	70-51(a) <u>70-15</u>
Soliciting registration required	No less than \$50.00 no more than \$1,500.00	70-61 <u>70-9</u>

SECTION 1: That this Ordinance be in full force and effect and after its passage, approval and publication as provided by law.

SECTION 2: That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 3: 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.

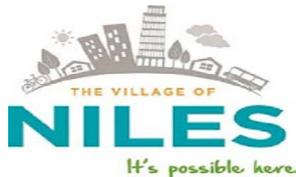
- PASSED:** This 27th day of September, 2016
- AYES:**
- NAYS:**
- ABSENT:**
- ABSTAIN:**

APPROVED by me this 27th day of September, 2016.

President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 27th day of September, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Amending Chapter 2 Administration, Article II. President and Board of Trustees, Section 2-35 Salaries to the Niles Code of Ordinances

Meeting Date 9/27/2016 Item Number 9
Requested by Action Requested ORDINANCE
Prepared by Legal Department Assigned to: Trustees LoVerde and Alpogianis

ATTACHMENTS:

Table with 2 columns: Type, Description. Row 1: Ordinance, Ordinance

MOTION

I move for Board approval of an Ordinance amending Chapter 2 Administration, Article II. President and Board of Trustees, Section 2-35 Salaries to the Niles Code of Ordinances.

REASON FOR REQUEST / BACKGROUND

The current compensation for Corporate Authorities is pursuant to an ordinance codified in 1965. The Village conducted a compensation survey for elected officials of several comparable communities and found the average identifies the Village as well below the range of compensation structures.

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 AMENDING CHAPTER 2 ADMINISTRATION,
ARTICLE II. PRESIDENT AND BOARD OF TRUSTEES,
SEC. 2-35 SALARIES TO THE NILES
CODE OF ORDINANCES, VILLAGE OF NILES**

WHEREAS, the Village of Niles (“Village”) is a home rule unit of government as provided by the provisions of Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of government, the Village is expressly empowered to perform any function pertaining to its government and affairs including, but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the Village’s President and Board of Trustees (collectively, the “Corporate Authorities”) find and determine that it is in the best interests of the Village, and in furtherance of the public health, safety and welfare, to serve the residents;

WHEREAS, the Corporate Authorities are public servants dedicating time and expertise to the Niles residents to further the community benefit under 65 ILCS 5/3.1-15-10(2001);

WHEREAS, Salaries for the Corporate Authorities are governed in part under, 65 ILCS § 3.1-50-10, which provides;

...The salaries that are fixed by ordinance for those officers who hold elective office for a definite term shall neither be increased nor diminished during that term and shall be fixed at least 180 days before the beginning of the terms of the officers whose compensation is to be fixed. 65 ILCS § 3.1-50-10.

WHEREAS, the current compensation structure for the Corporate Authorities is set pursuant to an Ordinance codified in 1965;

WHEREAS, the Village conducted a compensation survey for elected officials of several comparable municipalities;

WHEREAS, in its findings the comparable average identifies the Village as well below the range of compensation structures;

WHEREAS, the Corporate Authorities each have delineated responsibilities under this Chapter 2 of the Village of Niles Municipal Code and as dictated by the State of Illinois.

WHEREAS, the President is recognized as the Chief Executive Officer and the Presiding Officer at all meetings of the Village Board and on all ceremonial occasions;

WHEREAS, the President executes all ordinances, resolutions and motions of the Corporate Authorities, all contracts of the Village and such and other documents that require the President's signature;

WHEREAS, the Board of Trustees attend all regular and special meetings, generate committee reports and attend necessary ceremonial occasions.

WHEREAS, the average amount of regular and special Village Board meetings in the last six years has significantly increased;

WHEREAS, in addition to the codified responsibilities of the Corporate Authorities, each Trustee serves as the presiding chair of one of the six standing committees including the General Government and Information Technology Committee, Finance Committee, Building and Zoning Committee, Public Services Committee, Public Safety Committee, and Human Services Committee;

WHEREAS, the President oversees each of the aforementioned standing committees in addition to the regular duties prescribed to the President.

WHEREAS, the committees meet, a minimum, once a month to promote research and forward movement in the particular area of the Village;

WHEREAS, the total responsibilities and time the Corporate Authorities exercise in promoting the public health, safety and welfare has dramatically increased since the salary Ordinance took effect in 1965;

WHEREAS, it is in the best interest of the residents to fix the salaries of the Corporate Authorities taking into consideration the comparable averages of surrounding municipalities, the increased responsibilities of each of the Corporate Authorities and the length of time from the last salary increase; and

WHEREAS, this amendment to Section 2-35, under 65 ILCS 3.1-50-10, may not increase the salaries for any Corporate Authority during their respective term and must be fixed at least 180 days before the beginning of the term of the officers whose compensation is to be fixed.

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 II. President and Board of Trustees, Section 2-35 Salaries, to the Niles Code of Ordinances shall be amended as follows:

CHAPTER 2 ADMINISTRATION

* * *

ARTICLE II. PRESIDENT AND BOARD OF TRUSTEES

* * *

Sec. 2-35 Salaries.

(a) *President.* The salary of the President of the Village shall be ~~\$4,000.00~~ 11,400.00 per year.

(b) *Trustees.* The salary of the Village Trustees shall be ~~\$2,500.00~~ 5,500.00 per year.

SECTION 1: The recitals above are incorporated by reference and made a part of Section 1 of this Ordinance.

SECTION 2: The Ordinance becomes effective, with the constraints of 65 ILCS § 3.1-50-10, after its passage, approval and publication.

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

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.

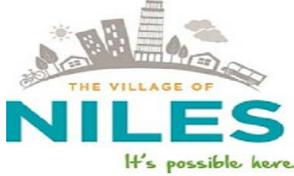
PASSED: This 27th day of September, 2016
AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 27th day of September, 2016.

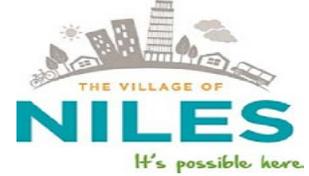
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 27th day of September, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Imposing a Moratorium on Fixing Salaries for Corporate Authorities of the Village of Niles

Meeting Date 9/27/2016

Item Number 10

Requested by

Action Requested ORDINANCE

Prepared by Legal Department

Assigned to: Trustees LoVerde and Alpogianis

ATTACHMENTS:

Type	Description
Ordinance	Ordinance

MOTION

I move for Board approval of an Ordinance imposing a moratorium on fixing salaries for Corporate Authorities of the Village of Niles.

REASON FOR REQUEST / BACKGROUND

This Ordinance shall provide all Corporate Authorities a uniform increase in salaries as defined in 65 ILCS § 3.1-50-10, by freezing any increase in salaries until April 30, 2019.

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 IMPOSING A MORATORIUM ON FIXING SALARIES FOR CORPORATE AUTHORITIES OF THE VILLAGE OF NILES, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Niles (“Village”) is a home rule unit of government as provided by the provisions of Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of government, the Village is expressly empowered to perform any function pertaining to its government and affairs including, but not limited to the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the Village’s President and Board of Trustees (collectively, the “Corporate Authorities”) find and determine that it is in the best interests of the Village, and in furtherance of the public health, safety, and welfare, to serve the residents; and

WHEREAS, the Corporate Authorities are public servants dedicating time and expertise to the Niles residents to further the community benefit; and

WHEREAS, the Board of Trustees passed an Ordinance 2016-__ providing an increase in compensation for the Corporate Authorities; and

WHEREAS, in pertinent part 65 ILCS § 3.1-50-10 provides,

...The salaries that are fixed by ordinance for those officers who hold elective office for a definite term shall neither be increased nor diminished during that term and shall be fixed at least 180 days before the beginning of the terms of the officers whose compensation is to be fixed. 65 ILCS § 3.1-50-10

WHEREAS, applying the standards delineated in 65 ILCS § 3.1-50-10 results in different pay structures during a two year period for certain Corporate Authorities; and

WHEREAS, the Corporate Authorities intend that the pay increase codified in Ordinance 2016-__ be applied uniformly to all members of the Board of Trustees and to the Village’s President; and

WHEREAS, this Ordinance shall provide all Corporate Authorities a uniform increase in salaries as defined in 65 ILCS § 3.1-50-10, by freezing any increase in salaries until April 30, 2019.

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 facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby incorporated as if fully set forth herein.

SECTION 2: There is hereby imposed a moratorium on fixing salaries for Corporate Authorities.

SECTION 3: This moratorium, as provided in Section 2 above, shall remain in effect until April 30, 2019 from the date of passage of this Ordinance.

SECTION 4: This Ordinance shall be in full force and effective immediately upon its passage and approval as provided by law.

SECTION 5: That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 6: 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.

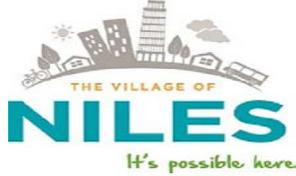
PASSED: This 27th day of September, 2016
AYES:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 27th day of September, 2016.

President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 27th day of September, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Ordinance Chapter 54 Health and Sanitation, Article II. Restaurants and Food Stores, by Adding Language for Dog-friendly Areas and Outdoor Seating

Meeting Date 9/27/2016

Item Number 11

Requested by President Przybylo

Action Requested ORDINANCE

Prepared by Health Inspector and Legal Department

Assigned to: Trustee McCreery

ATTACHMENTS:

Type	Description
Ordinance	Ordinance

MOTION

I move for Board approval of an Ordinance amending Chapter 54 Health and Sanitation, Article II. Restaurants and Food Stores, by adding language for dog-friendly areas and outdoor seating.

REASON FOR REQUEST / BACKGROUND

This is an effort to provide progressive policy for business owners with outdoor seating areas.

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 AMENDING CHAPTER 54 HEALTH AND SANITATION, ARTICLE II RESTAURANTS AND FOOD STORES, SEC. 54-26 DEFINITIONS, SEC. 54-50 DOG-FRIENDLY AREAS AND SEC. 54-51 PENALTIES FOR VIOLATION 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 54 Health and Sanitation, Article II. Restaurants and Food Stores, Sec. 54-26 Definitions, Sec. 54-50 Dog-friendly areas and Sec. 54-51 Penalties for violation shall be amended as follows:

CHAPTER 54 HEALTH AND SANITATION

* * *

ARTICLE II RESTAURANTS AND FOOD STORES

Sec. 54-26. Definitions.

* * *

Dog-friendly area means a dining area of a restaurant that is 1) located outside; and 2) accessible from the street.

* * *

Sec. 54-50. Dog-friendly areas.

No restaurant shall permit any dog, other than a service animal assisting people with disabilities, on any portion of the restaurants premises.

Any restaurant operator electing to allow patrons of the establishment to bring dogs, other than a service animal, on any portion of the restaurant shall comply with the following:

- a) A dog friendly area must be designated within the outdoor seating area, limited to the outdoors with a physical barrier to the inside of the restaurant;
- b) A sign shall be posted in a visible place in the restaurant indicating whether the restaurant permits dogs;
- c) Dogs, other than service animals, shall not be permitted to be in or travel through the indoor portion of the restaurant, or in any area where food is prepared;

d) No pre-set tables in the outdoor areas, where dogs are allowed, shall occur. Utensils can be provided upon service;

e) The restaurant operator shall have the right to refuse to serve the owner of any dog, other than service animals;

f) The restaurant owner has the duty to ask a dog owner to leave the premises if: 1) the dog owner fails to keep the dog on a leash, 2) the dog owner fails to exercise reasonable control over the dog, or 3) the dog is otherwise behaving in a manner that compromises or threatens the health or safety of any person present at the establishment.

f) Restaurant employees shall not have contact with the dogs. If any employee has contact with a dog or a surface touched by a dog, the employee shall immediately wash their hands before continuing with any food service work.

Sec. 54-51. Penalties for violation.

Any person who violates any of the provisions of this article shall be subject to the penalties prescribed in Sec. 1-11 General penalty for violation of the Code.

SECTION 2: That this Ordinance shall be in full force and effect from and after its passage, approval and publication 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 27th day of September, 2016

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED by me this 27th day of September, 2016.

President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 27th day of September, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk



BOARD AGENDA ITEM EXPLANATION FORM



Resolution to Authorizing a Bid Award and Contract with B & F Construction Code Services Inc., for the 2017 Fire Hydrant Flow Testing Program

Meeting Date 9/27/2016 Item Number 12
Requested by Mary Anderson, Director of Public Services Action Requested RESOLUTION
Prepared by Jack Grana, Utilities Superintendent Assigned to: Trustee Matyas

ATTACHMENTS:

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

MOTION

I move for Board approval of a Resolution authorizing a bid award and contract with B & F Construction Code Services Inc., for the 2017 Fire Hydrant Flow Testing Program in the amount of \$52,081.64.

REASON FOR REQUEST / BACKGROUND

Regular hydrant testing is a significant component of a water supply program. Water systems are constantly being impacted by improvements, deterioration, changes in usage and maintenance activities, all which may impact hydrants. Performing a fire hydrant flow testing provides the actual static (non flowing) pressure, residual (flowing) pressure, and the flow from the hydrant. In addition, it is also necessary to perform a flow test properly to design a fire sprinkler system for commercial or residential structure. Flow test data also provides necessary information so we can plan capital improvements and the Fire Department can accurately estimate the capabilities of the water main. This bid came in nearly \$10,000 under the budget and is the first year of a three year contract.

Will this action involve an expenditure of funds? Yes

If yes, is this a budgeted item? Yes

ORG# 5030 Total Amount for Approval \$52,081.64
ACCT# 3370 Budget Amount \$62,000
Variance \$(9,918.36)

RESOLUTION 2016-

RESOLUTION AUTHORIZING A BID AWARD AND CONTRACT WITH B&F CONSTRUCTION CODE SERVICES FOR THE 2017 FIRE HYDRANT FLOW TESTING PROGRAM

WHEREAS, the Village sought bid proposals for the award of the 2017 Fire Hydrant Flow testing Program; and

WHEREAS, B & F Construction Code Services, Inc., of Elgin, Illinois, ("*B & F*"), submitted the lowest responsible bid proposal to the Village; and

WHEREAS, the President and Board of Trustees have determined that entering into the Contract with B & F 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 approve the following:

SECTION 1: Recitals. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the President and Board of Trustees.

SECTION 2: Authorization of Contract. The Contract between the Village and B & F is attached to this Resolution as Exhibit A.

SECTION 3: Execution of Contract. The President is hereby authorized to execute and the Village Clerk shall attest, on behalf of the Village, the Contract upon receipt by the Village Clerk at least one original copy of the Contract executed by B & F; provided, however, that if the executed copy of the Contract is not received by the Village Clerk within 60 days after the effective date of this Resolution, then this authority to execute and attest shall, at the option of the President and Board of Trustees, be null and void.

SECTION 4: Effective Date. This Resolution shall be in full force and effect upon its passage and approval by a majority of the members of the Board of Trustees.

- PASSED:** This 27th day of September, 2016
- YEAS:**
- NAYS:**
- ABSENT:**
- ABSTAIN:**

APPROVED by me this 27th day of September, 2016.

President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 27th day of September, 2016, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

Village Clerk



PURCHASING DIVISION
1000 Civic Center Drive
NILES, ILLINOIS 60714
(847) 588-8000

SPECIFICATIONS AND INVITATION TO BID

FY2017 FIRE HYDRANT FLOW TESTING PROGRAM

1st year: \$52,081.64

TOTAL BID AMOUNT: 3rd year: \$158,077.92

Company Name: B & F Construction Code Services, Inc
Address: 2420 Vantage Drive
City: Elgin State: IL Zip 60124
Area Code/Phone: 847-428-7010 Fax: 847-428-3151
Contact(s) Richard A. Piccolo
Signature: _____ Date: _____

Date of Completion: August 29, 2016
Bid Deposit: 5% Cashier's Check, Certified Check or Bid Bond
Performance Bond: 100% Performance Bond or Certified or Cashier's Check

Published: Wednesday, August 17, 2016
Date/Time of Bid Closing: Wednesday, August 31, 2016 - 12:00 Noon
Date/Time of Bid Opening: Wednesday, August 31, 2016 - 3:00 P.M
Date/Time of Bid Award: Tuesday, September 27, 2016 - 8-9:30 P.M.

Bid Prices and Conditions Must Be Guaranteed for 60 Days.

- Note:
- A) All inquiries are to be made in writing to Susan Bus, Purchasing Agent @ slb@vniles.com 5 days prior to the Bid Opening allowing sufficient time for a written response.
 - B) All pages of this bid proposal, filled in by the contractor, such as figures, signatures, references, bid bond, etc., must be returned to the Village Purchasing Agent, with two (2) copies, for consideration in this bid. These are important parts of the bid proposal. **FAILURE TO COMPLY MAY BE CAUSE FOR BID REJECTION.**
 - C) The bid amount ***MUST BE SHOWN*** on this sheet in the area designated.

PLEASE NOTE:

All pages of this bid proposal must be returned with two (2) copies for consideration in this bid.

**FAILURE TO COMPLY MAY
BE CAUSE FOR BID
REJECTION.**



CHECK LIST

DOCUMENTS REQUIRED FOR BID TO BE RESPONSIVE

- **Bid Deposit**
- **Indication on the Specifications and Invitation To Bid Sheet that you have received addendum(s) issued and number them as such**
- **Financial Statement**
- **Qualifications – Recent References for similar work**
- **Village of Niles general questions regarding business address etc.**

VILLAGE OF NILES
PURCHASING DIVISION
1000 Civic Center Drive
NILES, ILLINOIS 60714
(847) 588-8000

LEGAL NOTICE

The Village of Niles will be accepting proposals for:

FY2017 FIRE HYDRANT FLOW TESTING PROGRAM

Specifications, general information and proposal forms are available in the Office of the Purchasing Agent, Village of Niles at 1000 Civic Center Drive, Niles, IL 60714, 847-588-8000 for a fee of \$35.00 or online at no charge at www.vniles.com (How Do I...., Register For, Bids/RFP's/RFQ's).

Sealed proposals will be accepted until 12:00 Noon, Wednesday, August 31, 2016 at the Village of Niles Administration Building, 1000 Civic Center Drive, Niles, Illinois, (southeast corner Oakton Street and Waukegan Road).

Proposals will be opened at 3:00 P.M., Wednesday, August, 31, 2016, in the Conference Room at the Administration Building.

Contract will be awarded at the Village of Niles Board Meeting on Tuesday, September 27, 2016.

Nothing herein is intended to exclude any responsible firm, or in any way restrain, or restrict competition. All responsible and eligible firms are encouraged to submit proposals. The Village reserves the right to accept or reject any or all proposals, to waive informalities or technicalities in any proposal, and to accept the proposal which it deems to be in the best interests of the Village.

VILLAGE OF NILES

PROPOSAL

1. The undersigned having become familiar with the local conditions affecting the cost of furnishing: FY2017 Fire Hydrant Flow Testing Program for the Village of Niles, Illinois, and with all the Contract Documents including the Legal Advertisement, Specifications, Conditions and the Proposal, hereby proposes to furnish: FY2017 Fire Hydrant Flow Testing Program for the total price of: 1yr \$52,081.64 3yr \$158,077.92 in accordance with all provisions of the Contract Documents.
2. In submitting this bid, it is understood that the right is reserved by the Village of Niles, Illinois, to reject any and all bids for any reasons in the best interest of the Village. The undersigned proposes and agrees to execute and deliver the contract in the prescribed form.
3. Security in the sum of _____ Dollars (\$ 2,604.⁰⁰) in the form of a cashiers check is submitted herewith in accordance with the Bid Specifications and Contract Documents.
4. The bidder agrees to sign and notarize a Non-Collusion Affidavit and to submit same with bid.
5. Schedule Date: August 29, 2016

A. If the Bidder is a Corporation, use this signature block:

B & F Construction Code Services, Inc.

a Corporation, organized and existing under the laws of the State of

Illinois

By: Richard A. Piccolo
Title President

Attest: _____
Secretary (SEA)

PROPOSAL

Page 2 -

B. If the business is a Partnership, use this signature block:

a Partnership, organized and existing under the laws of the State

of _____

C. If the Bidder is an Individual, use this signature block:

an Individual doing business as

(Note: If the bidder is a corporation, affix corporate seal and list below the names of its President, Treasurer and General Manager if any: If a Partnership, give full names and residential addresses of all partners; and if an Individual, give residential address if different from business address.)

CORPORATION:

PARTNERSHIP:

Richard A. Piccolo

President

Treasurer

Secretary

Ken Garrett

General Manager

INDIVIDUAL:

(Failure to sign or affix seal could delay the awarding of the bid.)

VILLAGE OF NILES, ILLINOIS

ANTICOLLUSION AFFIDAVIT OF COMPLIANCE

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.

SENATE BILL 2002 PURCHASING PROCEDURES - CERTIFICATE OF COMPLIANCE

Further, that he is not barred from bidding as a result of a violation of the bid rigging or bid rotating sections of Public Act 85-1295 (which emerged from Senate Bill 2002-effective 1/1/89).

NON-DISCRIMINATION

Further, the undersigned, by signing and submitting this Bid, certifies that his firm does not and will not discriminate in its employment practices against persons because of their race, religion, sex, or place of national origin, and that the subcontractors will so certify in their own contracts. Contractor and subcontractors will pay prevailing wage rates and be licensed to operate in their respective trades within the Village of Niles.

SEXUAL HARASSMENT

The undersigned further acknowledges the illegality of sexual harassment and acknowledges, understands and is in compliance with Illinois Public Act 87-1257.

PATRIOT ACT:

Contract Representation and Warranty: The Parties represent and warrant that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation.

Richard A. Piccolo

Name of Bidder if Bidder is an Individual
Name of Partner if Bidder is a Partnership
Name of Officer if Bidder is a Corporation
Subscribed and sworn to me this



29th day of August, 2016.

By: [Signature]

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

"VENDOR INSPECTION COMPLIANCE FORM"

This to certify that Richard A. Piccolo of
Individual's Name (Please print)

B & F Construction Code Services, Inc

Company Name (Please print)

has visited and inspected the site for this project

on August 29, 2016 at 1:00 am/pm
Date Time



Signature of Contractor

August 29, 2016
Date

Please Note:

This form must be completed for all Village work only - This does not include products.

It is the bidder's responsibility to make himself fully acquainted with the conditions of the work areas.

Submission of a bid will assume that the bidder has included all labor and material necessary in the bid price to fully complete the work. Construction operations and safety are the exclusive responsibility of the Contractor.

Failure to complete and return this form with the attached bid will be cause for rejection.

BIDDING INSTRUCTIONS, TERMS AND CONDITIONS

AWARD OF CONTRACT

The contract will be awarded to that responsible bidder whose bid, conforming to the Invitation to Bid, will be most advantageous to the Village, price and other factors considered. The Village reserves the right to accept or reject any or all proposals, to waive informalities or technicalities in any proposal, and to accept the proposal which it deems to be in the best interests of the Village. Bidders are to be available on day bids are due for interviews of scope completeness and document review.

PREPARATION OF PROPOSAL

The bidder must submit his proposal IN TRIPLICATE (original form furnished by the Purchasing Agent and two copies). In cases where the bid document is thick, only those pages filled in by the contractor must be copied and returned. This includes the blue front sheet (if not downloaded off our website), all signed pages, pages with price schedules, reference pages, etc. All blank spaces on the proposal form must be filled in if applicable and returned with copies as indicated. Authorized signature must be the individual owner of a proprietorship, a general partner of a partnership or signed name of a corporation by an officer whose title shall be stated. **Proposals submitted shall be sealed in an envelope, marked per project to the attention of the Purchasing Agent, Village of Niles, 1000 Civic Center Drive, Niles, IL 60714.** The proposal is contained in these documents and must remain attached thereto when submitted.

TAXES NOT APPLICABLE

The Village of Niles as a municipality pays neither Federal Excise Tax nor Illinois retailers occupational tax, and therefore these taxes should be excluded from proposals.

WITHDRAWAL OF PROPOSALS

Any bidder may withdraw his proposal at any time prior to the time specified in the advertisement as the closing time for the receipt of bids by signing a request therefore. However, no bidder shall withdraw or cancel his proposal for a period of sixty (60) calendar days after said advertised closing time for the receipt of proposals; the successful bidder shall not withdraw or cancel his proposal after having been notified by the Purchasing Agent, that said proposal has been accepted by the Village Board of Trustees. The Village Board of Trustees reserves the right to accept or reject any and all bids or waive technicalities, or accept any proposal.

BID DEPOSIT

In all cases the formal bids shall be sealed bids, directed to the Purchasing Division. A bid deposit may be required, the amount of which shall be fixed by the Purchasing Agent but which shall not exceed five percent (5%) of the estimated cost of the work or material to be furnished, nor be less than the sum of twenty five dollars (\$25.00). Such bid deposit shall be in the form of a cashiers check, a certified check or at the discretion of the Purchasing Agent, a bid bond (as noted on the blue page). If a bid deposit is required, it will be indicated accordingly on the blue front sheet of the bid.

Checks shall be drawn upon a bank of good standing payable to the order of the Village and shall be forfeited to the Village in the event the bidder shall neglect or refuse to enter into a contract and bond when required, with approved sureties, to execute the work or furnish the material for the price mentioned in his bid and according to the plans and specifications in case the contract shall be awarded to him. Bids shall be opened at the hour and place as stated in the Notice to Bidders (contained herein).

RETURN OF BID DEPOSIT

The bid deposit of all except the three (3) lowest bidders on each contract will be returned within fifteen (15) calendar days after the opening of bids. The remaining bid deposits of each contract will be returned within fifteen days after the Board of Trustees has awarded the contract and upon receipt of the required appurtenances to the contract.

EXECUTION OF BOND

The successful bidder, within fifteen (15) calendar days after acceptance of the bidder's proposal by the Village, shall furnish a satisfactory performance bond, cashier's check or certified check for the full amount of the contract when required under the documents. All checks shall be drawn upon a bank of good standing and made payable to the Village of Niles and will be held in an interest bearing account until such time as the project is finished and approved by the Village of Niles according to the plans and specifications put forth by the Village. All interest accrued will be credited to the vendor.

COMPETENCY OF BIDDER

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The bidder, if requested, must present evidence to the Purchasing Agent of ability and possession of necessary facilities, and financial resources to comply with the terms of the attached specifications and proposals.

CATALOGS

Each bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the material and/or work he proposes to furnish.

SUBLETTING OF CONTRACT

No contract awarded by the Village of Niles shall be assigned or any part sub-contracted without the written consent of the Purchasing Agent (prior to the bid opening). In no case shall such consent relieve the Contractor from his obligations or change the terms of the contract.

VILLAGE ORDINANCES

The Contractor will strictly comply with all ordinances of the Village of Niles and laws of the State of Illinois.

INSPECTION

The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Purchasing Agent as not in accordance with the contract specifications shall be replaced by the Contractor at no cost to the Village.

USE OF TRADE NAMES

In cases where a specified item is identified by a manufacturer's name, trade name or other reference, it is understood that the bidder proposes to furnish the item as identified. If the bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written proposal. The Village shall be the sole determiner of the equalness of the substitute offered.

DELIVERIES

All materials shipped to the Village of Niles must be shipped F.O.B. Niles, Illinois.

INTERPRETATION OF CONTRACT DOCUMENTS

Any bidder in doubt as to the true meaning of any part of the specifications or other contract documents may request an interpretation thereof from the Purchasing Agent. The person requesting the interpretation shall be responsible for its prompt delivery. At the request of the Bidder, or in the event The Purchasing Agent deems the interpretation to be substantive, the interpretation will be made by written addendum duly issued by the Purchasing Agent. No oral explanations will be binding.

In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the specifications initiated by the Village, a copy of such addendum will be mailed to all prospective bidders. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the bidders responsibility to obtain all addenda issued. Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.

Any and all special conditions and specifications attached hereto, which vary from the general terms and conditions, shall have precedence.

HOLD HARMLESS

Vendor agrees to indemnify, save harmless and defend the Village of Niles, its agents, servants and employees, and each of them against and hold it and them harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service expenses, compensation, court costs and attorneys' fees which the undersigned now has/have or which may hereafter accrue, directly or indirectly, for or on account of any and all known and unknown, foreseen and unforeseen, bodily and personal injuries to any person, or any death at any time resulting from such injury, or any damage to any property and the consequences thereof, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.

TERMINATION OF CONTRACT

The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the vendor, in the event that sufficient funds to complete the contract are not appropriated by the Village of Niles. The Village further reserves the right to terminate the whole or any part of this contract, upon written notice to the vendor, in the event of default by the vendor. Default is defined as failure of the vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms.

In the event of default and termination, the Village 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 vendor shall be liable for any excess costs 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 the fault or negligence of the vendor.

CONTRACT PERIOD

The term of this Agreement shall be three (3) years from the date of award. The Village reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement based upon the 3-year pricing on the Bid Form.

For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%) or CPI of the Chicago-Gary-Kenosha Index, whichever is less. Written requests for price revisions after the initial term shall be submitted at least ninety (90) days in advance of the renewal period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit.

The Village reserves the right to reject a proposed price increase and terminate the agreement. At the end of any contract term, the Village reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by the Village; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

INSURANCE

The Contractor shall keep in force at all times during the performance of this Contract insurance as required herein. Contractor shall not commence work under the Contract until all the required insurance has been obtained and until the agency has been furnished with certificates of insurance stating that such policies will not be cancelled, transferred or terminated prior written notice to the agency. The Contractor shall not allow any sub-contractor to commence work on any sub-contract until insurance as required by Contract has been obtained and certificates furnished.

All insurance shall be in form and substance and issued by companies satisfactory to the agency and shall be of the following kinds and with at least the following limits of coverage:

WORKER'S COMPENSATION INSURANCE- Workers' Compensation in accordance with the laws of the State, but not less than:

- E.L. \$1,000,000 each accident.
- E.L. \$1,000,000 each employee.
- E.L. \$1,000,000 policy limit.

GENERAL LIABILITY

- a. Bodily Injury Liability and Property Damage Liability in an amount not less than \$1,000,000 each occurrence and a per project aggregate of not less than \$2,000,000.
- b. Above to include Premises Operations, Blanket Contractual Liability, Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Personal Injury and "X", "C", and "U" Exclusions deleted.

AUTOMOBILE LIABILITY

- a. \$1,000,000 - Bodily Injury and Property Damage (Combined Single Limit).
- b. Coverage shall include hired and non-owned automobiles.

UMBRELLA LIABILITY - Umbrella Liability coverage in an amount not less than \$5,000,000. Such coverage shall include, but not be limited to, excess coverage for the Workers' Compensation, General Liability, and Automobile Liability policies.

The Contractor shall include the agency as an additional named insured on both General and Auto Liability Insurance policies. All insurance premiums shall be paid without cost to the agency.

PROFESSIONAL LIABILITY COVERAGE FOR SERVICES

The delineated services provided by Contractor, under this Agreement will be performed as reasonably required in accordance with the generally accepted standards for civil engineering as reflected in the contract for this project at the time when and the place where the services are performed.

The Village requests Contractor's professional liability coverage for the Village and to all construction contractors, or subcontractors on the project and affected third parties arising from Contractor's alleged negligent acts, errors, or omissions, such that the total aggregate liability of Contractor to all those named shall be \$3,000,000.00.

FREEDOM OF INFORMATION ACT

Contractor agrees to maintain all records and documents for projects of the Public Body in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Contractor shall produce, without cost to the municipality, records which are responsive to a request received by the Public Body under the Freedom of Information Act so that the Public Body may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then Contractor shall so notify the Public Body and if possible, the Public Body shall request an extension so as to comply with the Act. In the event that the Public Body is found to have not complied with the Freedom of Information Act based upon Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Public Body harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

QUALIFICATIONS:

List firms or organizations for whom you have done similar work

Please list recent references:

- | | |
|---------------------------|--------------|
| 1. Highland Park | |
| Name of Firm | 847-926-1151 |
| Bill Painter | |
| Person to contact - Title | Phone No. |
| 2. Skokie | |
| Name of Firm | 847-363-3636 |
| Jean Scher | |
| Person to contact - Title | Phone No. |
| 3. Lake Forest | |
| Name of Firm | 847-810-4650 |
| John Gulledge | |
| Person to contact - Title | Phone No. |

This page must be completed in order for your bid to be considered.

VILLAGE OF NILES

1. Address and description of the Bidder's place of business. If more than one place of business, list all places of business.
2. The number of years engaged in the contracting business under the present firm name and the type of business entity. If a partnership, the date of the partnership's formation; if a corporation, the date of incorporation and the state where incorporated.
3. A list of the property and equipment available to the Bidder to complete the work in accordance with the bidding documents.
4. A financial statement of the Bidder showing that the Bidder has the financial background to meet all obligations incidental to the work. (Attach hereto in separate envelope marked "Confidential").
5. The Bidder's performance record, giving the description, and location of similar projects, constructed by the Bidder as the general contractor. List the name, title and phone number of the person employed by the owner to supervise such construction.
6. A list of projects under contract, the approximate contract amount, and percent of completion of each.
7. Similar projects completed within the public sector by the Bidder.
8. A list of contracts which resulted in lawsuits. List name and case number of each such lawsuit and current status.
9. A list of contracts defaulted, the reason for such default and, if resolved, the manner of resolution.
10. A statement by the Bidder indicating whether or not the Bidder has ever filed bankruptcy while performing work of like nature or magnitude.
11. A list of officers in the firm who, while in the employ of the firm or employ of previous firms, were associated with contracts which resulted in lawsuits, contracts defaulted or filed for bankruptcy.

12. The technical experience of personnel guaranteed to be employed in the responsible charge of the work, stating whether the personnel have or have not performed satisfactorily on other contracts of like nature, and magnitude or comparable difficulty at similar rate of progress.
13. Will Bidder be able to procure a performance bond for amount of contract with a surety company with an A.M.Best Company A rating? If so, what is name/address of that company?
14. Such additional information as will assist OWNER in determining whether the Bidder is adequately prepared to fulfill the contract, i.e., awards received, chair of trade organizations, etc..

The object of the request for the qualification of Bidder is not to discourage bidding or make it difficult for qualified Bidders to file bids. Neither is it intended to discourage beginning contractors. It is intended to make it possible for OWNER to have exact information on financial ability, equipment and experience in order to reduce the hazards involved in awarding contract to parties who may not be qualified to perform the work as specified.

OWNER'S decision as to qualifications of the Bidders shall be final.

NILES PUBLIC SERVICES DEPARTMENT SPECIFICATIONS

FY2017 FIRE HYDRANT FLOW TESTING

1. INTENT

It is the intention of these specifications to describe a Fire Hydrant Flow Testing Program to permit qualified contractors to submit a bid on providing these services in accordance with these specifications. This project is not subject to prevailing wage requirements. Funding for this project is provided by the Village of Niles.

2. SCOPE OF PROJECT

The Village of Niles (Village) is a municipality in the northwest suburban Chicago area covering 6.06 square miles. The Niles Public Services Department is responsible for the maintenance and operation of all Village utilities, including approximately 100 miles of watermain and 1,222 fire hydrants. The Village is seeking bids for hydrant flow testing for these hydrants.

3. DEFINITIONS

"Vendor" as used herein, means a provider of goods and services, or both, who is responding to an invitation to bid.

"Village" shall mean the Village of Niles.

4. AWARD

The Contract award will be based on the Total Base Bid Amount for all three (3) years, subject to acceptable performance by the Contractor. Award shall be made to the lowest responsive and responsible bidder(s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

The Village reserves the right to award in part or in whole, not to award any portion of the bid, or to award to multiple contractors whatever is deemed to be in the best interest of the Village.

No work shall be awarded to a Bidder that is in arrears or is in default to the Village for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Village, or that has failed to perform satisfactorily any previous contract with the Village.

The vendor shall not commence work under this agreement until notice to proceed in the form of an approved purchase order has been provided by the Village.

5. DEVIATIONS AND EXCEPTIONS:

Deviations and exceptions from terms, conditions, or specifications shall be described fully, on the vendor's letterhead, signed and attached to the proposal. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions and specifications and the vendor shall be held liable. Such deviations and exceptions however, may result (solely at the Village's discretion) in rejection of the proposal as being non-responsive.

6. SELECTION CRITERIA

Selection of a firm for this work will be made based upon the following criteria:

1. Professional qualifications necessary for satisfactory performance.
2. Specialized experience and technical competence in the type of work required.
3. Past performance on contracts with government agencies and private industry in terms of cost control, quality of work and compliance with performance schedules.
4. Capacity to perform the work in the required time.
5. Knowledge of the locality of the project.
6. Proposed cost for the work to be completed.

The successful vendor must have extensive experience in the business of providing services referenced in this project and must demonstrate evidence of their ability to meet or exceed the contract terms.

Vendors must return with the proposal document, a list of no less than three (3) references from a local, township, county or state government agency, where the contractor has completed a similar project in size and scope within the last four (4) years. The list must include the name of the government agency along with the name and phone number of a contact person for each agency.

7. FIRE HYDRANT TESTING SPECIFICATIONS

Fire Hydrants shall be testing using the procedures outline in the American Water Works Association Manual #M17, Fourth Edition - Installation, Field Testing, and Maintenance of Fire Hydrants.

PROJECT APPROACH

The vendor shall complete a "Project Approach" summary, demonstrating a complete capacity and understanding of water main capacity testing/hydrant flow testing methodologies. This summary shall be a typed narrative describing the proposer's planned testing methodology and approach to the project. Planned hydrant operation techniques, as well as flow analysis techniques shall be outlined. Proposer shall account for potential problems to be expected and the possible techniques to be employed for solving those problems.

EQUIPMENT TO BE USED

The vendor will indicate all equipment that will be used during the Project in compliance with the above AWWA procedure at a minimum, and shall include:

- A Pitot tube with a pressure gauge capable of reading from 0 to 60 psi.
- One outlet-nozzle cap that will fit the outlet nozzle of the residual hydrant. The outlet-nozzle cap is equipped with a pressure gauge capable of reading from 0 up to 25 psi greater than the pressure expected in the residual hydrant.
- An instrument to measure the inside diameter of the outlet nozzle of each flow hydrant.
- One hydrant wrench to operate the residual hydrant and one to operate each of the hydrants at which the flow will be measured.
- One discharge diffuser to absorb the energy from the hydrant flow so that it is contained, where necessary, to avoid property damage or to minimize the effect on traffic.
- One person to read the gauge on the residual hydrant and one person to read the gauge on the Pitot tube for the flow hydrant.
- Food grade grease for port and cap lubrication.
- Electronically enhanced listening device to ensure Fire Hydrants have been shut down properly and are not leaking following completion of a test.

SCOPE OF SERVICE

The vendor will furnish all labor, material, transportation, tools, and equipment necessary to flow test the assigned hydrants in the water distribution system. A two-

person team is required for the work to obtain readings from residual and flow hydrant in accordance with the AWWA standard as well as traffic control and safety reasons. The work will consist of the following:

- Project Personnel will meet with the Village to review the project guidelines and answer any questions on procedures.
- Any pressure zones in the distribution system will be identified on the water atlas prior to developing the Fire hydrant flow-testing program.
- Project Personnel will provide a press release to briefly explain the fire hydrant flow-testing program and the areas impacted. The press releases will be sent to local newspapers as determined by the Village.
- All of the fire hydrants will be recorded on the water atlas and using the assigned Village of Niles numbering system (referred to as the "FACILITYID") in place, prior to the development of the fire hydrant flow-testing program.
- All of the pertinent information for each fire hydrant flow-tested will be documented. This data is critical to establishing an ongoing flow-testing and maintenance program.
- At a minimum, the following information shall be gathered for each flow test.
 1. Fire Hydrant Number (FACILITYID provided by Village)
 2. Fire Hydrant address or location
 3. Fire Hydrant body color
 4. Fire Hydrant cap color
 5. Date and time of flow test
 6. Names of technicians conducting the test
 7. Static Pressure for each Fire Hydrant
 8. Residual Pressure for each Fire Hydrant
 9. Flow in Gallons per Minute (GPM) for each Fire Hydrant.
 10. Flow in Gallons per Minute (GPM) for each Fire Hydrant at 20 PSI
 11. Fire Hydrant manufacturer
 12. Number of pumper nozzles on Fire Hydrant
 13. Pumper diameter(s) on Fire Hydrant
 14. Number of hose nozzles on Fire Hydrant
 15. Hose nozzle diameter(s) on Fire Hydrant
 16. Fire Hydrant nozzle size used for each test will be recorded
 17. The amount of time it takes to flush each Fire Hydrant will be recorded
 18. An estimate of the water used during the operation of each Fire Hydrant
 19. Fire Hydrants that are in need of repair, painting, color coding, or have operation defects will be noted.

20. Bonnet color classification based on flow test results at 20 psi residual pressure in accordance with NFPA 291 - Recommended Practices for Fire Flow Testing and Marking of Hydrants – 2013 Edition.

- Fire hose and deflection tubes are utilized, as required, to direct flushing water away from traffic, pedestrians, underground utility vaults, and private property.
- All Fire Hydrant caps will be greased for ease of operation.
- Pressure gauges will be used to determine the residual pressure during the flow-testing process, while ensuring the distribution system pressure remains above 20 psi. Any incidents of the distribution system being unable to supply a residual of 20 psi in the surrounding area will be brought to the immediate attention of the Water & Sewer Supervisor.
- After the Fire Hydrant has been flushed, Project Personnel will verify that the hydrant is seated and is draining properly. Project Personnel will also check the fire hydrant with an electronic listening device to ensure that the hydrant is not leaking.
- All pressure gauges used in the field will undergo daily testing against a “standard” gauge or test station to insure the field gauges are accurate during the flow-testing project. Any gauges that are found to not be within acceptable limits will be replaced with gauges that are within accepted standards. This will ensure the observed static and residual pressures are accurate and reliable.

8. DOCUMENTATION AND COMMUNICATIONS

The vendor is expected to perform the following:

- Project Team will meet daily with assigned Village personnel to go over areas of flow testing for prior workdays and plan current day and next two days’ areas to flow test.
- At the end of each day, or as requested, a list of any broken or inoperable valves or hydrants will be provided to the Village.
- Each step of the fire hydrant flow-testing program will be identified and the hydrants used for each flow-test will be documented in a fire hydrant flow-testing report.
- Maintain a progression map to be included with the final report of the project indicating areas flow tested and areas that have been tagged for flow testing.

- Information collected by the Project Team during the Hydrant Flow Testing program and any other information provided by the Village shall be regarded as CONFIDENTIAL and will not be shared without permission from the Village.
- Develop a Flow Testing log of activity to be included with the final report that will include the following;
 - 1.) Type of problems observed
 - 2.) Location of same for problems discovered
 - 3.) Total estimated water used (to be included on each flow test result)
 - 4.) Mapping errors on the water atlas
- Prepare the final report at the completion of the project which will include all hydrant flow testing data and reports, other problems found in the system during the course of flow testing that need the attention of the Village. This final report shall be made available for submission to the Village within thirty (30) days of the completion of the fieldwork.

The final report delivered to the Village must be provided in printed (two printed) and digital format. For the digital format, it is preferred that fire hydrant test data be delivered as either an ESRI® file geodatabase or personal geodatabase (ESRI® shapefiles will also be accepted), and as a Microsoft Access™ or Microsoft Excel.

The two printed reports should be provided sorted by hydrant number for all hydrants. This full report, as well as a separate individual hydrant report for each hydrant, must be provided to the Village in PDF format.

9. **ASSUMPTIONS AND SERVICES PROVIDED BY THE VILLAGE**

- The Village will furnish all maps, atlases, (two copies) and records necessary to properly conduct the flow-testing program.
- The Village will make available, on a reasonable but periodic basis, certain personnel with a working knowledge of the water system who may be helpful with general information about the water system. This person will not assist the Project Team on a full time basis, but only on an “as needed” basis.
- The Village will supply information regarding pressure zone boundary valves, and any other information that may make the job of flow testing easier to perform.

10. TIME OF COMPLETION

The vendor shall commence work promptly and complete to the above specifications. The inventory/testing shall be completed no later than April 1, 2017, and the final report shall be delivered to the Village no later than April 30, 2017.

The vendor will submit as part of the proposal, a work schedule detailing the work plan. This will include a time and date estimate for each task session of the project. A calendar or timeline would be helpful for detailing the work proposed. This schedule shall include time and dates from Notice to Proceed and the kick-off meeting to final report delivery.

Vendor must submit a statement of commitment to the project and indicate other current commitments that may affect the ability to complete the scheduled work within the specified time outlined in both the proposal requirements, and the vendor's work schedule.

11. PERSONNEL AND EQUIPMENT

The contractor shall supply all material, equipment and personnel necessary to complete the work specified. Under no circumstances shall any vehicles be permitted to be driven on the parkways, driveways or public walks.

The contractor shall provide qualified supervision of each crew at all times while working under the terms of this contract. Each supervisor shall be fluent in English and have the authorization by the contractor to accept and act upon all directives issued by the Niles Water System Manager or their representative.

12. CONTRACTOR SAFETY RESPONSIBILITY

Nothing in this contract is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the vendor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of work place safety. Any inspection of the work conducted by the Village, including officers and employees, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including but not limited to their parties, regarding work place safety.

In order to ensure this and other duties of the vendor, certain indemnification and insurance is required by the contract. Additionally, the vendor guarantees to the Village a safe work place shall be provided for all employees of the vendor and each of its subcontractors. There shall be no violation by the vendor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational

Safety and Health Act, any other work placed safety act of the State of Illinois or other work place safety requirement. The vendor agrees to require this work place safety guarantee of all subcontractors, and expressly require the Village to be a third party beneficiary of each guarantee.

13. COMPENSATION

The vendor shall prepare and submit invoices accompanied by such documentation as may be required by the Village. Payments will be made to the vendor within 30 days of Village approval of each invoice. Payments are conditioned upon the satisfactory performance of all work. In the event the Village determines the vendor to be in nonconformance with the terms of this proposal, or if in the Village's judgment the vendor's work is not satisfactory, the Village may take corrective action, including, but not limited to, the following:

- Delay of payment
- Adjustment of payment
- Suspension or termination of this project

The vendor agrees to meet with representatives of the Village, at no cost to the Village, to discuss billing issues as the Village deems necessary. Payments to the vendor will be made on a periodic basis in accordance with the work actually completed.

14. TERM

The term of this Agreement shall be three (3) years from the date of award, subject to acceptable performance by the Contractor. The Village reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement based upon the 3-year pricing on the Bid Form.

For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%) or CPI of the Chicago-Gary-Kenosha Index, whichever is less. Written requests for price revisions after the initial term shall be submitted at least ninety (90) days in advance of the renewal period. Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit.

The Village reserves the right to reject a proposed price increase and terminate the agreement. At the end of any contract term, the Village reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by the Village; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

15. TERMINATION OF AGREEMENT

"Termination" for purposes of this project, shall mean the cessation, upon the effective date of termination, of the following obligations only:

- The vendor' obligation to perform the services described in this notice.
- The Village's obligation as described in Compensation of this notice, to pay for such services.

Causes and methods of termination are as follows:

- Termination for Cause – Should the Village determine the vendor is in default of the agreement, the Village may terminate this project by giving five (5) days written notice thereof to the vendor.
- Termination for Project Change – In the event the project shall be terminated or significantly changed, the Village may terminate this project by giving ten (10) days written notice thereof to the vendor.
- Termination for Non-availability of Funds – In the event the Village shall not have funds available for this project, the Village may terminate this project by giving ten (10) days written notice thereof to the vendor.

In the event this project is terminated as herein provided, the Village shall make full payment to the vendor for all services performed up to and including the date of termination.

16. HOURS OF OPERATION

Work on the site will be allowed between the hours of 7:00 a.m. and 3:30 p.m. Monday through Friday. Hours may be subject to modification with the approval of the Director of Public Services.

17. NON-ASSIGNABILITY

The vendor shall not assign or transfer any interest in this project without the prior written consent of the Village.

18. SUBCONSULTANTS AND SUBCONTRACTORS

Portions of this work may be subcontracted, provided that

The vendor must request, and the Village may approve, to authorize, such subcontract or subconsultant in writing.

All of the terms, covenants, conditions and provisions of this project shall have been incorporated in such subcontract(s) and the subconsultant(s) and subcontractor(s) shall have agreed in writing to assume, perform and be bound by this project and all the terms, covenants, conditions and provisions hereof.

The Village shall not be liable for payment of any wages, materials, or other expenses of any subconsultants or subcontractors.

19. OWNERSHIP OF WORK PRODUCT

All work produced by this project shall be property of the Village. The vendor shall turn over to the Village all original documents and other work products upon completion or demand.

20. MISCELLANEOUS INFORMATION

Under no circumstance will the Village extend storage or security of the vendor's stock or equipment at a Village facility.

21. QUESTIONS

Those submitting bids are encouraged to contact the Village in writing to discuss any specific subject or problem which they believe has been overlooked in this specification or that needs further clarification of our intent prior to the bid opening. All questions must be submitted to the Village of Niles Purchasing Agent, 1000 Civic Center Drive, Niles, Illinois 60714, or via email at slb@vniles.com. After proposals have been submitted, the vendor(s) shall not assert that there was any misunderstanding concerning the scope of the project nor the nature of the work to be performed.

22. BID SHEET

Please use the following bid sheets to provide bid pricing.

BID SHEETS (PAGE 1 OF 2)

Base Bid Year – 1

ITEM	UNITS	COST EACH	TOTAL COST
Fire Hydrant Testing	1,222	\$ 42.62	\$ 52,081.64
TOTAL COST FOR YEAR 1			\$ 52,081.64

Year – 2

ITEM	UNITS	COST EACH	TOTAL COST
Fire Hydrant Testing	1,222	\$ 43.12	\$ 52,692.64
TOTAL COST FOR YEAR 2			\$ 52,692.64

Year – 3

ITEM	UNITS	COST EACH	TOTAL COST
Fire Hydrant Testing	1,222	\$ 43.62	\$ 53,303.64
TOTAL COST FOR YEAR 3			\$ 53,303.64

TOTAL BASE BID AMOUNT (YEARS 1-3) \$ 158,077.92

COMPANY NAME: B & F Construction Code Services, Inc

BID SHEETS (PAGE 2 OF 2)

COMPANY NAME: B & F Construction Code Services, Inc

CONTACT NAME: Richard A. Piccolo

ADDRESS: 2420 Vantage Drive

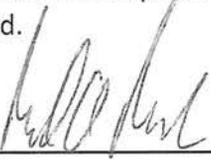
CITY, STATE & ZIP: Elgin, IL 60124

PHONE NUMBER: 847-428-7010

FAX NUMBER: 847-428-3151

EMAIL ADDRESS: rpiccolo@bfccs.org

I hereby certify that the bid submitted by our company meets or exceeds all specifications of the bid notice for the Village of Niles, Illinois except as noted on the "Exceptions to the Specifications" sheet submitted with this bid.

SIGNED: 

PRINT NAME: Richard A. Piccolo
AUTHORIZED COMPANY REPRESENTATIVE



BUILDING & FIRE CONSTRUCTION CODE SERVICES, INC.
Constructioncodes.com

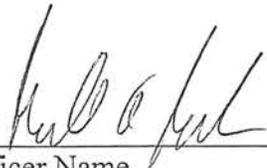
Building Plan Review
Plumbing Plan Review
Electrical Plan Review
Mechanical Plan Review
Energy Plan Review
Fire Suppression &
Detection Plan Review
Fire Alarm Plan Review
Elevator Plan Review
Building Inspections
Plumbing Inspections
Electrical Inspections
Mechanical Inspections
Energy Inspections
Fire Inspections
New Construction
Existing Construction
Code Consulting
Accessibility
Vacant Building Programs
Property Maintenance
Real Estate Transfer
Building Department
Management
Building Department
Evaluation
Code Update
Code Adoption
Expert Witness Testimony
Design Development
High Hazard
Commercial
Residential
Hydrant Flushing
Hydrant Testing
Fire Inspections
Fuel Gas
Electrical
Energy
Fire Suppression
Fire Detection
Fire Alarm
Fast Track
ICC Code Series
NFPA Codes & Standards
Local Amendments
Hazard Analysis
Exit Studies Egress Analysis
Emergency Procedures

Letter of Attestation

Date: July 19, 2016
Title: Richard A. Piccolo, President
Company Name: B & F Construction Code Services, Inc.
Company Address: 2420 Vantage Dr. Elgin, IL 60120

	2015	2014	2013
Sales			
Net Income	3,411,391.00	2,908,447.00	1,823,570.00
Current Assets	668,721.00		
Current Liabilities	161,402.00		
Total Liabilities	312,655.00		
Retained Earnings	74,207.00		
Total Equity	23,602.00		
Goodwill/Intangible Assets	1,590,263.00		
Working Capital	507,319.00		
Operating Cash Flows	338,212.00		
Line of Credit Available	56,000.00		
Long Term Debt	168,000.00		
In Compliance With All Debt Covenants?	Yes		

All of these financial elements were determined in accordance with generally accepted accounting principles. The above information is confidential, and in this information will only be made available to Enterprise Fleet Management, Inc. for the sole purpose of credit for the business transaction of leased vehicles.



Officer Name
Company Name = Customer

July 19, 2016

Date

OFFICE & SHIPPING:
2420 Vantage Drive
CORRESPONDENCE:
P.O. BOX 5178
ELGIN, IL 60121-5178

B & F CONSTRUCTION CODE SERVICES, INC.
BUILDING & FIRE PROTECTION PLAN REVIEW
TRAINING • INSPECTIONS • CODE CONSULTING

PHONE (847) 428-7010
FAX (847) 428-3151
TOLL FREE 1-800-232-5523
E-MAIL bfccs@bfccs.org

Village of Niles

FY 2017 Fire Hydrant Flow Testing Program

GENERAL COMPANY INFORMATION

B & F Construction Code Services, Inc. is located at 2420 Vantage Drive, Elgin Illinois 60124. The company is located in a multi tenant building and occupies 33,000 square feet. It was incorporated in 2005. A financial statement is attached at the end of this report.

B & F Construction Code Services, Inc. operates a fleet of vehicles used to perform municipal consulting. Two of these vehicles are dedicated to hydrant flushing. The equipment to perform the testing is housed in these vehicles during testing. It includes the appropriate hose, valves, gauges, hydrant wrenches, hose monsters and miscellaneous tools and equipment to perform the hydrant testing. See a complete list at the end of this report.

During the weeks of the testing, we would request one of the vehicles be housed at the Public Works vehicle parking area.

B & F Construction Code Services, Inc. has been performing hydrant flushing and testing for municipalities for 5 years. These municipalities include Highland Park and Skokie, which have current ongoing testing and flushing. Two recently added clients are Lake Forest and Highwood. See sheet 14 for contact names and telephone numbers. The contract for each varies by year based on their need for flushing or hydrant test data.

B & F Construction Code Services, Inc. has not defaulted on any of the contracts and has not been involved in any litigation or bankruptcy on any of these projects. The project is coordinated by Richard A. Piccolo. Mr. Piccolo has 40 years of municipal consulting experience. It includes a background in fire service and hydrant testing and flushing.

The on-site foreman for the project is Michael Piccolo. He has 20 years of practical field experience and instructs at a local vocational trade school teaching maintenance, which includes hydraulics. He has a wealth of practical field experience. This is demonstrated by the fact that in the 5 years he has been the lead in Highland Park and Skokie, there have been no damaged water mains.

B & F Construction Code Services, Inc. has the ability to obtain the required bonds for the project.

A press release will be prepared and distributed before the testing programs begin.

Service With Integrity

Member
ICC NFPA IFIA IACET

PROJECT APPROACH

The project starts with a meeting with the Village of Niles staff and our team. We review the water map and discuss any potential problem areas. The scope of the entire project is reviewed and the procedures used by B & F Construction Code Services, Inc. will be reviewed.

The Village will be laid out in areas based on the water mains and the street and subdivision layout. Particular attention is given minimizing any effect on pedestrian and vehicular traffic during the testing. The standard AWWA Manual # M17 test procedures are followed for the testing. The testing will be done with a two-person team. All data is recorded using the system utilized by the Village of Niles. This will include locations, address, static and residual pressure for the hydrants and the flow at each hydrant.

The equipment to be used at a minimum will be:

A pitot tube with a pressure gauge capable of reading from 0- 60 psi

One outlet-nozzle cap that will fit the outlet nozzle of the residual hydrant. The outlet-nozzle cap is equipped with pressure gauge capable of reading from 0 to 25 psi greater than the expected residual pressure.

An instrument to measure the inside diameter of the outlet nozzle of each flow hydrant. One hydrant wrench to operate the residual hydrant and one to operate each of the hydrants at which the flow will be measured.

A minimum of one discharge diffuser to absorb the energy from the hydrant flow so that it is contained, where necessary to avoid property damage or minimize the effect on traffic.

One person to read the gauge on the residual hydrant and one person to read the gauge on the Pitot or flow hydrant. A device with a flow meter will also be used to determine the flow at the flow hydrant.

Food grade grease for port and cap lubrication.

Electronic enhanced listening device to ensure the fire hydrants have been shut down properly and are not leaking following the completion of the test.

The training for our staff on hydrant flow testing and hydrant flushing includes:

1. Safety – This includes safety for the staff performing the test; this includes handling of the equipment because of pressure conditions and safety in the roadway. Safety for the pedestrians which includes keeping them away from all testing apparatus and not creating a hazardous walking condition or forcing them to walk into vehicular traffic. Safety for vehicular traffic, which includes not creating flooding, which can cause vehicular accidents.
2. Proper testing procedure. This includes following the prescribed test criteria, proper operation of all equipment and procedures to minimize the potential of damage to the hydrants and water mains. The proper operation of all valves includes a strict policy of opening and closing all valves slowly.

3. Proper documentation of the test locations, addresses, flows and test pressures. It is imperative that all data be collected and recorded correctly. The project lead reviews all test data at the end of each day to look for any anomalies.
4. At the end of the test and recording of the data, all caps are removed and threads greased with food grade lubricant as specified by the Village of Niles and each hydrant is checked for drainage and proper closure. This includes a physical inspection and a sounding device.
5. The importance of not having any hydrant pressure go below 20 psi is stressed because of the potential of water system contamination. At any time the system goes below this 20 psi limit, the water department is immediately notified.
6. All staff is required to wear safety vests and use any other safety equipment based on the location and potential hazard.
7. The B & F Construction Code Service, Inc. test vehicle will have a test station, which will be used to check each gauge at the start of each day.

All data and information collected will be confidential and be provided only to Village staff members. It will include at a minimum:

1. Fire hydrant Number (FACILITY ID PROVIDED BY THE VILLAGE)
2. Fire hydrant address and location
3. Fire hydrant body color
4. Fire hydrant cap color
5. Date and time of the flow test
6. Names of technicians performing the test
7. Static pressure for each hydrant
8. Residual pressure for each fire hydrant
9. Flow in gallons per minute (GPM) per hydrant
10. Flow in gallons per minute (GPM) for each hydrant at 20 psi
11. Fire hydrant manufacturer
12. Number of pumper nozzles per hydrant
13. Diameter of each pumper nozzle per hydrant
14. Number of each hose nozzle per hydrant
15. Size of each hose nozzle per hydrant
16. Fire hydrant nozzle used for each test will be recorded
17. The amount of time it takes to flush each hydrant
18. An estimate of the water used during the operation will be recorded
19. Fire hydrants that are in need of repair, painting, color-coding or have operation defects will be noted.
20. Bonnet color classification based on flow test results at 20psi residual pressure in accordance with NFPA 291 – 2013 edition

TIME FRAME

The testing and flushing of hydrants will take a minimum of 25 business days when utilizing the time frame of 7:00 AM to 3:30 PM. This time frame can be reduced if a longer period per day would be allowed. B & F Construction Code Services, Inc. will work in the time per day as specified by the Village of Niles.

The RFP indicates the program has to be completed by April 1, 2017. This will depend on the weather. If it is not warm enough to perform testing without creating an icing hazard at the first of March, it will not be possible to complete the project by April 1, 2017.

The work schedule will be 4 days a week in the hours as allowed by the Village of Niles. The work will start when the temperature allows water flow without created an icing hazard.

DOCUMENTATION AND COMMUNICATIONS

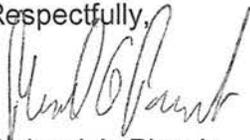
Daily meeting with the Village staff will be conducted. The progress of the project will be reviewed including any problems. Broken or inoperable hydrants will be reported. Progress reports will be provided indicating the status of the project.

At the end of the project, a complete report will be provided within 30 days. It will include all data collected, report per hydrant, problems observed including location, water usage and mapping errors. The information will be presented in the two formats as indicated. If the Village utilizes a GIS reporting system, the information can be added with to their system and reported using their system.

INSURANCE

The Village of Niles will be named as an additional insured on a certificate of insurance. The amounts for workers compensation, general liability, professional, automobile and an umbrella policy will be as indicated in the RFP. The insurance will remain in force during the hydrant-testing project.

Respectfully,



Richard A. Piccolo
President
Master Code Professional

VILLAGE OF NILES
MINUTES FOR BID OPENING
August 31, 2016

FY2017 FIRE HYDRANT FLOW TESTING PROGRAM

A public meeting for the purpose of opening bids for the above program was called to order at 3:00 P.M. on August 31, 2016, in the Conference Room of the Administration Building, 1000 Civic Center Drive, Niles, Illinois.

Present:

Susan Bus
Jack Grana
Jill Ostman

Purchasing Agent, VON
Utilities Superintendent, VON
Purchasing Asst., VON

The Bids were opened and read as follows:

FY2017 FIRE HYDRANT FLOW TESTING PROGRAM

	Year 1	Year 2	Year 3	Total
B & F Construction	\$52,081.64	\$52,692.64	\$53,303.64	\$158,077.92
M.E. Simpson Co.	\$58,656.00	\$59,878.00	\$59,878.00	\$178,412.00
Wachs Water Services	\$53,462.50	\$53,768.00	\$54,379.00	\$161,609.50

Those present were advised that the proposals would be reviewed by the Public Services Department and the contract will be awarded at the Village of Niles Board Meeting on September 27, 2016.



Susan Bus, CPPB

VILLAGE OF NILES

PUBLIC BID OPENING

August 31, 2016
3:00 P.M.

FY2017 FIRE HYDRANT FLOW TESTING PROGRAM

BIDDER	BID AMOUNT				BID BOND	CHECK
	1	2	3	Total		
B & F Construction Elgin, IL	52,081. ⁶⁴	52,692. ⁶⁴	53,303. ⁶⁴	158,077. ⁹²		✓
M.E. Simpson Co., Inc. Valparaiso, IN	58,656. ⁰⁰	59,878. ⁰⁰	59,878. ⁰⁰	178,412. ⁰⁰	✓	
Wachs Water Services Buffalo Grove, IL	53,462. ⁵⁰	53,768. ⁰⁰	54,379. ⁰⁰	161,609. ⁵⁰	✓	



BOARD AGENDA ITEM EXPLANATION FORM



Board Approval - Authorizing Payment to the Village of Glenview for Roadway Improvement Reimbursement

Meeting Date: 9/27/2016, Item Number: 13, Requested by: Mary Anderson, Director of Public Services, Action Requested: REQUEST FOR BOARD APPROVAL, Assigned to: Trustee Matyas, Prepared by: Tom Powers, Village Engineer

ATTACHMENTS:

Table with 2 columns: Type, Description. Row 1: Backup Material, Glenview Invoice

MOTION

I move for Board approval authorizing a payment to the Village of Glenview in the amount of \$28,106.25 to provide reimbursement for the resurfacing of Harrison Street within the Village of Niles.

REASON FOR REQUEST / BACKGROUND

The Village of Niles partnered with Glenview to rehabilitate Harrison Street which is split 50/50 between the corporate limits of the Village of Niles and the Village of Glenview. The Village of Glenview resurfaced the portion of the right-of-way within Niles as part of their roadway program and now requests reimbursement for that work. This work was publicly bid by Glenview and the Village of Niles staff verified all work within Niles. Funds were budgeted for this work and the cost came in under the budgeted level.

Will this action involve an expenditure of funds? Yes

If yes, is this a budgeted item? Yes

ORG# 1430, ACCT# 3840, Total Amount for Approval \$28,106.25, Budget Amount \$40,000.00, Variance \$(11,893.75)

CUSTOMER INVOICE INVOICE
NUMBER DATE NUMBER
97205 09/01/2016 7831

VILLAGE OF GLENVIEW
2500 E LAKE VAE
GLENVIEW IL 60025-3071

VILLAGE OF NILES
ATTN: DANIEL RANDOLPH
6849 TOUHY AVE
NILES, IL 60714

DESCRIPTION	ORIG BILL	ADJUSTED	PAID	AMOUNT DUE
RESURFACING PROJECT. PO 20160520 THIS WORK SHOULD NOT BE PAID USING MFT FUNDS	28106.25	.00	.00	28106.25
QTY 1.00 @ 28106.25 PER EACH				

INVOICE TOTAL DUE

28,106.25

1

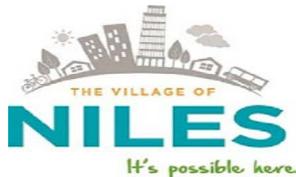
Please include your customer number and invoice number with your payment.
Please call 847-724-1700 with questions.
Payment is due upon receipt.

OK
DJR
Sept 2 2016

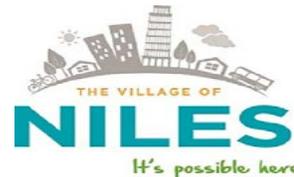
Final Quantities

Niles - Harisson (Warren to Sheryl)

	<i>Unit</i>	<i>TOTAL QTY</i>	<i>Unit price</i>	<i>TOTAL</i>
HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1,542	\$3.05	\$4,703.10
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	172	\$76.50	\$13,158.00
HOT-MIX ASPHALT DRIVEWAY REMOVAL & REPLACEMENT	SQ YD	71	\$35.00	\$2,485.00
CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	319	\$23.85	\$7,608.15
THERMOPLASTIC PAVEMENT MARKING, Line 4"	FOOT	49	\$2.00	\$98.00
THERMOPLASTIC PAVEMENT MARKING, Line 24"	FOOT	9	\$6.00	\$54.00
TOTAL				\$28,106.25



BOARD AGENDA ITEM EXPLANATION FORM



Purchase and Bid Waiver - 2016 Fire Communication Project from Chicago Communications LLC

Meeting Date 9/27/2016 Item Number 14
Requested by Bill Shaw, IT Director Action Requested REQUEST FOR BOARD APPROVAL
Prepared by Bill Shaw, IT Director Assigned to: Trustee Alpogianis

ATTACHMENTS:

Table with 2 columns: Type, Description. Rows include Department Memo, Exhibit (Cost Comparison), and Exhibit (Chicago Com Equipment Proposal).

MOTION

I move for Board approval of a purchase and bid waiver for the 2016 Fire Communications System from Chicago Communications LLC in the amount of \$20,520.10.

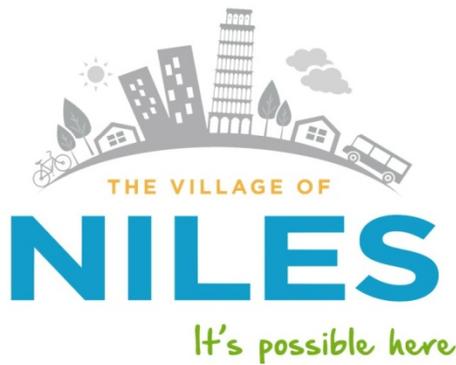
REASON FOR REQUEST / BACKGROUND

The request is for board approval of a new communications system to replace the old technology being used to communicate between RED Center and the two Fire Stations within the Village of Niles. The bid waiver request is a result of Red Center requiring the Village to use their equipment provider, Chicago Communications. Once completed, the project will save the Village over \$50,000 in the first three years and over \$30,000 per year after that.

Will this action involve an expenditure of funds? Yes

If yes, is this a budgeted item? Yes

Table with 2 columns: Field (ORG#, ACCT#, Total Amount for Approval, Budget Amount, Variance) and Value (1720, 3820, \$20,520.10, \$26,733.33, \$(6,213.23)).



INFORMATION TECHNOLOGY

MAYOR

Andrew Przybylo

VILLAGE MANAGER

Steven C. Vinezeano

VILLAGE CLERK

Marlene J. Victorine

TRUSTEES

George D. Alpogianis

John C. Jekot

Joe LoVerde

Danette O'Donovan Matyas

Denise McCreery

Dean Strzelecki

MEMO

To: Steve Vinezeano, Village Manager
From: Bill Shaw, IT Director
Date: September 9th, 2016
RE: 2016 Fire Communications Project

The cost of our communications service between RED center and our two Fire Stations has risen 15% per year for the last two years projecting a 2017 cost of \$28,000. AT&T promises to continue with these price increases. IT has worked with RED Center to find a more affordable communications strategy.

RED Center has proposed a new system using new T1 circuits to replace the old technology that we are using today. These new circuits will greatly reduce our recurring costs. It does require equipment at all three locations which comes with a one-time cost of \$20,520.10. This new system will pay for itself within the first year (refer to the Cost Comparisons attachment for details). Because equipment will have to be installed at RED as well as our Fire Stations, RED has required that we use their equipment provider Chicago Communications. CallOne would provide the new T1 circuits as they have the Suburban Purchasing Cooperative Contract.

This project once completed will save the Village over \$50,000 in the first three years and over \$30,000 per year after that.

CC: Steve Vinezeano, Village Manager
Steve Borkowski, Fire Chief
Steve Cusick, Systems Engineer

*Comparison of Communications Costs for Service Between RED Center and Niles Fire Stations 2 & 3***Current Communications Circuit Costs**

<u>Provider</u>	<u>Circuit Number</u>	<u>Circuit ID</u>	<u>Year 1 - 2017</u>	<u>Year 2 - 2018</u>	<u>Year 3 - 2019</u>	<u>3 Year Total</u>
AT&T	847-Z97-4580	.RTNC.036848..LB	\$5,497.23	\$6,321.81	\$7,270.09	\$19,089.13
AT&T	847-Z97-4607	.RTNC.038513..LB	\$6,242.43	\$7,178.79	\$8,255.61	\$21,676.84
AT&T Sub-Total			\$11,739.66	\$13,500.61	\$15,525.70	\$40,765.97
Call One	847-Z97-4608	PLNC.038527	\$8,349.14	\$9,601.51	\$11,041.74	\$28,992.38
Call One	847-Z97-4589	PLNC.037350	\$8,349.14	\$9,601.51	\$11,041.74	\$28,992.38
Call One Sub-Total			\$16,698.28	\$19,203.02	\$22,083.47	\$57,984.76
Total Current Cost			\$28,437.94	\$32,703.63	\$37,609.17	\$98,750.73

Proposed New Communications System Costs

<u>Provider</u>	<u>Description</u>	<u>Year 1 - 2017</u>	<u>Year 2 - 2018</u>	<u>Year 3 - 2019</u>	<u>3 Year Total</u>
Call One	New T1 Circuit from RED to Fire #2	\$3,105.00	\$3,570.75	\$4,106.36	\$10,782.11
Call One	New T1 Circuit from RED to Fire #3	\$3,105.00	\$3,570.75	\$4,106.36	\$10,782.11
Circuits Sub-Total		\$6,210.00	\$7,141.50	\$8,212.73	\$21,564.23
Chicago Com	T1 Megaplex System - One Time	\$20,520.10	\$0.00	\$0.00	\$20,520.10
New Project Total		\$26,730.10	\$7,141.50	\$8,212.73	\$42,084.33

Projected Savings	-\$1,707.84	-\$25,562.13	-\$29,396.45	-\$56,666.41
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Chicago Communications LLC

200 SPANGLER AVE
ELMHURST, IL 60126
630-832-3311 (TEL) 630-832-7599 (FAX)

PAGE 1

QUOTATION - SALES ORDER
QUOTE NO. 64033 -00 ADD
DATE: 7/19/16
TERMS: NET 15
DELIVERY:

TO: Village of Niles
Attn: Gora, Beata
1000 Civic Center Drive
Niles, IL 60714
847-588-8000
Contact: Gora, Beata Phone: (847) 588-8019

Please reference Quote No. on
correspondence & purchase orders.
Prices firm for 20 days.

WE ARE PLEASED TO QUOTE YOU AS FOLLOWS:

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	MP-2104/115/2UTP/RI MEGAPLEX 2104 CHASIS/RINGER	3,695.79	3,695.79
1	MP-21000M-ML-1T1 Single port T1 interface	1,846.95	1,846.95
1	MP-2100-VC-4/FXS 4 Port FXS Module	1,166.32	1,166.32
1	MP-2100M-VC-4/E&M 4 PORT E & M CARD Equipment for Niles Station 2	846.32	846.32
1	MP-2104/115/2UTP/RI MEGAPLEX 2104 CHASIS/RINGER	3,695.79	3,695.79
1	MP-21000M-ML-1T1 Single port T1 interface	1,846.95	1,846.95
1	MP-2100-VC-4/FXS 4 Port FXS Module	1,130.32	1,130.32
1	MP-2100M-VC-4/E&M 4 PORT E & M CARD Equipment for Niles Station #3	846.32	846.32
1	MISC PARTS Misc Parts	331.82	331.82

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY **Karl Morath** 5543 TELEPHONE

THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT. SEE TERMS AND CONDITIONS OF SALE ATTACHED.

Accepted by _____ P.O. No. _____
LEGAL NAME OF PURCHASER

Date _____
AUTHORIZED SIGNATURE



QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	SHIPPING Shipping Charges INSTALL T1 INTERFACE EQUIPMENT WIRE RADIO CIRCUITS Station 2 INSTALL T1 INTERFACE EQUIPMENT WIRE RADIO CIRCUITS Station 3 WIRE NEW T1 INTERFACE CIRCUITS TO RADIO EQUIPMENT	216.42	216.42
1	PREVAILING WAGE PREVAILING WAGE	4,897.10	4,897.10
GRAND TOTAL:			20,520.10



Village of Niles Treasurer's Report

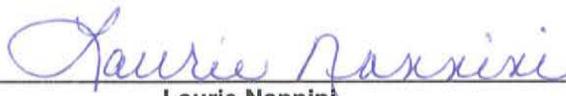
August 31, 2016

ACCOUNTS PAYABLE

ORG	FUND	AMOUNT
10000	General	\$ 940,122
22000	Motor Fuel Fund	\$ 14,904
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	\$ 5,900
43000	Cap Projects	\$ 7,845
45000	Gross Pt/Touhy TIF	\$ 56,750
46000	Milwaukee TIF	
50000	Water	\$ 1,198,457
52000	Fitness	\$ 25,749
55000	Municipal Waste	\$ 297,365
61000	Automotive	\$ 534,796
62000	Risk Management	\$ 50,755
Total A/P		\$ 3,132,644
Total Payroll		\$ 2,063,143
Grand Total		\$ 5,195,787

CHANGES IN CASH/INVESTMENT BALANCES

FUND	BEGINNING BALANCE CASH/INVESTMENTS	RECEIPTS	DISBURSEMENTS	ENDING BALANCE CASH/INVESTMENTS
GENERAL (plus)	\$ 25,815,714	\$ 5,384,629	\$ 4,521,529	\$ 26,678,813
WATER	\$ 7,155,844	\$ 2,093,777	\$ 1,091,086	\$ 8,158,535
MOTOR FUEL TAX	\$ 3,645,064	\$ 69,277	\$ -	\$ 3,714,340
DEBT SERVICE 1/4%	\$ 58,949	\$ -	\$ -	\$ 58,949
DUI FUND	\$ 164,045	\$ 934	\$ -	\$ 164,979
DRUG ASSET (STATE)	\$ 72,307	\$ 324.10	\$ -	\$ 72,631
ARTICLE 36	\$ 651	\$ 0.03	\$ -	\$ 651
DRUG ASSET (FED)	\$ -	\$ -	\$ -	\$ -
FITNESS	\$ 245,646	\$ 72,396	\$ 5,107	\$ 312,935
CAP PRJCT (POLICE BUILDING & SSAs)	\$ 522,678	\$ 22,926.85	\$ -	\$ 545,605
GROSS PT/TOUHY TIF	\$ -	\$ -	\$ -	\$ -
MILW/TOUHY TIF	\$ 7,290,865	\$ 814,264	\$ -	\$ 8,105,129
TOTAL	\$ 44,971,763	\$ 8,458,528	\$ 5,617,722	\$ 47,812,569



Laurie Nannini
Assistant Finance Director

Statement of Investments

August 31, 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	9,320,281	9,320,281	0	19.42%	Illinois Funds			0.26	Ill Funds (mmkt)	0.35%	
	529,165	529,165	0	1.10%	Illinois Funds(epay credit card not online payments)			0.015	Ill Funds (mmkt)	0.35%	
	20,000	20,000	0	0.04%	PNC (Underground Storage Tanks)			0.00	DDA (earnings credits)	0.25%	
	1,096,376	1,096,376	0	2.28%	PNC			0.03	DDA (earnings credits)	0.25%	
	13,928,110	13,928,110	0	29.02%	Amalgamated			0.39	Money Market	0.42%	
	29,852	29,852	0	0.08%	Fifth Third (IPMG)			0.00	Checking	0.35%	
	104,410	104,410	0	0.22%	Fifth Third (Claims Mgmt)			0.00	Checking	0.35%	
	448,659	448,659	0	0.93%	PNC(E911)	3/1/2014		0.0125	Emergency Telephone	0.25%	
	206,254	206,254	0	0.43%	Wintrust			0.006	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%	
	92,808	117,082	24,274	0.24%	Amalgamated	1/6/2006	8/25/2035	17.94	CWHL	17.87%	
	2,469	3,124	655	0.01%	Amalgamated	7/1/2003	7/25/2033	0.42	FNMA	12.76%	
	533,517	617,011	83,494	1.29%	Amalgamated	1/31/2005	8/25/2023	37.94	FNMA	8.53%	
	25,312	33,985	8,673	0.07%	Amalgamated	9/30/2003	4/15/2033	4.29	FHLMC	18.54%	
	62,527	86,985	24,457	0.18%	Amalgamated	9/30/2003	5/15/2033	10.64	FNMA	18.49%	
	62,784	88,230	25,447	0.18%	Amalgamated	8/12/2003	5/15/2033	10.68	FHLMC	18.68%	
	23,836	33,645	9,809	0.07%	Amalgamated	10/17/2003	5/15/2033	4.06	FHLMC	19.08%	
	94,036	99,750	5,714	0.21%	Amalgamated	11/3/2004	4/20/2034	16.89	GNMA	8.49%	
	FUND TOTAL	26,678,813	26,861,337	182,524	55.97%				5.45	Weighted Avg	0.75%
WATER	3,283,640	3,283,640	0	6.84%	Amalgamated			0.09	Money Market	0.42%	
	261,338	261,338	0	0.54%	Illinois Funds			0.01	Ill Funds (mmkt)	0.35%	
	31,060	31,060	0	0.06%	Illinois Funds(epay credit card not online payments)			0.001	Ill Funds (mmkt)	0.35%	
	3,570,307	3,570,307	0	7.44%	PNC			0.10	DDA (earnings credits)	0.25%	
	832,972	832,972	0	1.74%	JP Morgan			0.023	Water Bill Lock Box	0.00%	
	163,461	163,461	0	0.34%	Illinois Funds(online water)	7/23/2010		0.02	Ill Funds (mmkt)	0.35%	
	5,000	5,000	0	0.010%	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	8,158,535	8,158,535	0	17.00%				0.03	Weighted Avg	0.30%
	DUI FUND	164,979	164,979	0	0.34%	PNC			0.0046	DUI Enforcement	0.25%
DRUG ASSET FORFEIT FUND (STATE)	72,631	72,631	0	0.15%	PNC(SEIZURE)			0.0020	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	3,341,944	3,341,944	0	6.98%	Illinois Funds			0.09	Ill Funds (mmkt)	0.35%	
	345,730	345,730	0	0.72%	PNC			0.01	DDA (earnings credits)	0.25%	
	26,666	26,666	0	0.06%	IMET(Restricted)	12/15/2010		0.00	Convenience Fund (mmkt)	0.00%	
	FUND TOTAL	3,714,340	3,714,340	0	7.74%				0.03	Weighted Avg	0.34%
DEBT SERV 1M%	58,949	58,949	0	0.12%	PNC			0.002	Money Market	0.25%	
FITNESS	312,935	312,935	0	0.65%	PNC			0.009	DDA (earnings credits)	0.25%	
	0	0	0	0.000%	Ill Funds (E-Pay)			0.0000	Credit Card Deposit	0.00%	
	FUND TOTAL	312,935	312,935	0	0.65%				0.0029	Weighted Avg	0.25%
CAPITAL PROJ	545,605	545,605	0	1.14%	PNC			0.02	DDA (earnings credits)	0.25%	
GROSS PT/TOUHY TIF	41,942	41,942	0	0.09%	PNC			0.00	DDA (earnings credits)	0.25%	
MILWAUKEE TOUHY TIF	2,614,073	2,614,073	0	5.45%	PNC			0.07	DDA (earnings credits)	0.25%	
	79,303	79,303	0	0.17%	IMET(Restricted)	12/15/2010		0.00	Convenience Fund (mmkt)	0.00%	
	5,411,753	5,411,753	0	11.28%	Illinois Funds			0.15	Ill Funds (mmkt)	0.35%	
	FUND TOTAL	8,105,129	8,105,129	0	16.89%				0.08	Weighted Avg	0.31%
GRAND TOTAL	47,812,569	47,995,093	182,524	100.00%				2.60	Weighted Avg	0.56%	
								84	Investment Policy Limit (2):		
									90 Day Treasury (3):	0.32%	
									24 Month Treasury (4):	0.71%	

Institution	Amount	Percent of Portfolio	Investment Policy Limit (1)
Illinois Funds	18,900,540	39.4%	40%
PNC	9,250,897	19.3%	50%
Amalgamated	17,211,750	35.9%	50%
IMET	378,606	0.8%	40%
Others	1,173,488	2.4%	
Securities	1,079,812	2.2%	
Total Portfolio	47,995,093	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.