MAYOR
George D. Alpogianis

TRUSTEES
Morgan Dubiel
John C. Jekot
Danette O'Donovan Matyas
Craig Niedermaier
Dean Strzelecki
Marryann Warda



ACTING VILLAGE MANAGER
Mark Janeck

VILLAGE CLERK
Denise M. Mc Creery

Phone: (847) 588-8000
Fax: (847) 588-8051
www.vniles.com

1000 Civic Center Drive, Niles, Illinois 60714

AGENDA
NILES VILLAGE BOARD OF TRUSTEES MEETING
COUNCIL CHAMBERS
Tuesday, January 28, 2025
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. ANNOUNCEMENTS

Item 4.a Holly Jolly Fest Thank You to Volunteers and Sponsors (Kristina Vasilic, Acting Community Engagement & Special Events Coordinator)
Details

Item 4.b Home for the Holidays Shop Local Raffle Drawing (Kristina Vasilic, Acting Community Engagement & Special Events Coordinator)
Details

Item 4.c Apply Now for Farm on Franks Community Garden Plots (Stephen Quinn, Public Works Director)
Details

Item 4.d Presidents' Day - Monday, February 17, 2025, Village Holiday and Facilities Closed - Fitness Center Open Regular Hours 5:30 a.m. to 9:30 p.m. (Denise McCreery, Village Clerk)
Details

5. PRESENTATION

Item 5.a Fire & Police Commission Ceremonial Oath of Office for Officers Kevin Hernandez, Daniyal Mohiuddin, Marcos Hernandez, Victor Martinez, Jonathan Ison, Ivan Chavez, and Alexander Hoff

Item 5.b Fire and Police Commission Oath of Office for Fire Fighter/Paramedics Nolan Beeson and Patrick Loza

Item 5.c Fire and Police Commission Oath of Office for Lieutenant Michael Pope, Lieutenant Patrick Senerchia, and Lieutenant Daniel Reid

Item 5.d Appointment of Evan Schachtel, Aaron Towle, and Steven Andrews as District Chiefs of the Niles Fire Department

6. PROCLAMATIONS

Item 6.a Black History Month - February 2025 — President Alpogianis

Details

7. PRESIDENT'S REPORT

8. COMMITTEE REPORTS

Item 8.a Public Works Committee — Trustee Matyas

Item 8.b Finance Committee — Trustee Dubiel

Item 8.c Bicycle and Pedestrian Advisory Group — Trustee Niedermaier

Item 8.d General Government/IT Committee — Trustee Jekot

Item 8.e Northwest Municipal Conference (NWMC) — Trustee Jekot

9. PUBLIC COMMENTS (AGENDA ITEMS ONLY)

The floor is open for public comments on 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.

10. OLD BUSINESS

11. CONSENT AGENDA

All items on the Consent Agenda are considered to be routine and will be enacted in one motion. There will be no individual discussion of these items unless a Trustee so requests, in which event the item will be removed from the Consent Agenda and considered at the end of New Business.

Item 11.a Approval of November 19, 2024 Executive Session Minutes
Details

Item 11.b Approval of November 19, 2024 Executive Session Minutes -Closed Session
Details

Item 11.c Approval of November 19, 2024 Board of Trustees Regular Meeting Minutes
Details

Item 11.d Approval of January 2, 2025 Board of Trustees Special Meeting Minutes
Details

Item 11.e Appointment of Niles Resident Yesoe Yoon to the Finance Committee
Details

Item 11.f Appointment of Finance Director/Treasurer, Kent Oliven, to the Police and Fire Pension Boards

Item 11.g Ordinance Ratifying Ordinance 2024-47 Authorizing Exclusion of the Village of Niles Park District and All Schools Located Within the Village Limits from the Cook County Paid Leave Ordinance to Include Golf Maine Park District
Details

Item 11.h Ordinance Levying Taxes for Special Service Area 2008-1 for Woodriver Drive Parking and Street Improvements for the Fiscal Year Beginning May 1, 2024 and Ending April 30, 2025 for the Village of Niles, Cook County, Illinois
Details

Item 11.i Ordinance Levying Taxes for Special Service Area 2012-1 for Nordica Avenue Parking Improvements for Fiscal Year Beginning May 1, 2024 and Ending April 30, 2025 for the Village of Niles, Cook County, Illinois
Details

Item 11.j Ordinance Ratifying a Change Order Number 3 for the Purchase of the YMCA Property from YMCA of Metro Chicago by Increasing the Closing Costs Expended to Purchase the YMCA by $25,878.07 for the Total Amount of $2,125,878.07 and Authorizing the Expenditure of Funds to Pay for Such Change Order
Details

Item 11.k

Resolution Authorizing a Bid Waiver to Alliant Insurance Services, Inc. for Professional Brokerage Services for Property Casualty and Workers Compensation for Calendar Year 2025 in the amount of $39,500

Details

12. NEW BUSINESS

Item 12.a Resolution Approving the Green Business Award for Woodward MPC Trustee Niedermaier

Details

Item 12.b	Ordinance Amending Chapter 102 Utilities, Article III. Water, Division 1. Generally Sec. 102-123 Water Rates Established, Article III. Water, Division 1. Generally Sec. 102-125 Rendering of Bills; Delinquent; Delinquency Penalty, and Appendix D Fee Schedule to the Niles Code of Ordinances Details	Morgan Dubiel
Item 12.c	Ordinance Approving a Special Use Permit per Village of Niles Zoning Ordinance Appendix B Section 8.2(A) for 'Vehicle Repair – Minor', a Variation from Niles Zoning Ordinance Appendix B Section 10.4(A) to Allow for 11 Parking Spaces Where 19 are Required, and a Variation from Section 5.2(A)(3) to Allow for a Use Not Listed Under the "Retail" Category in Table 8-1 of the Zoning Ordinance Within 250' of a Signalized Intersection at 9002 N Milwaukee Ave. (24-ZP-30 & 24-ZP-31) Details	Trustee Niedermaier
Item 12.d	Ordinance Approving a Special Use Permit as Required in Appendix B, Section 8.2(A) to allow 'Pet Services: Grooming' at 7629 N. Milwaukee Avenue (25-ZP-01) Details	Trustee Niedermaier
Item 12.e	Ordinance Approving an Ordinance Approving a Special Use Permit as Required in Appendix B, Section 8.2(A) to Allow a 'Day Care Center' at 7124 W. Touhy Avenue (25-ZP-02) Details	Trustee Niedermaier
Item 12.f	Ordinance Approving a Change Order Number 3 for the 2023 Street Improvement Program from Builders Paving, LLC, by Decreasing the Contract Price by $562,059.34 for a Total Contract Amount of $5,397,737.74 Details	Trustee Matyas
Item 12.g	Ordinance Approving a Change Order Number 3 for the Street Lighting Improvements Milwaukee and Waukegan Project from Hecker and Company, Inc., by Decreasing the Contract Price by $174,629.50 for a Total Contract Amount of $8,539,769.90 Authorizing the Expenditure of Funds to Pay for Such a Change Details	Trustee Matyas
Item 12.h	Resolution Authorizing a Bid Waiver and Purchase of One (1) 2025 Ford Explorer for the Public Works Department in the Amount of	Trustee Matyas

	$43,119.70 from Golf Mill Ford Located in Niles, Illinois as Approved within the FY24 Capital Improvement Plan Details	
Item 12.i	Resolution Authorizing an Intergovernmental Agreement (IGA) Among the Cook County Department of Environment and Sustainability and the Village of Niles for the Installation and Maintenance of one (1) Dual Port, Level 3 EV Charging Station at the Niles Family Fitness Center Details	Trustee Matyas
Item 12.j	Resolution Authorizing Continued Participation in the Suburban Tree Consortium and Authorize Tree Purchase in an Amount Not to Exceed $55,000 for Fiscal Year 2025 Details	Trustee Matyas
Item 12.k	Resolution Authorizing Contractual Agreement for the FY25 Tree Removal Program with Advanced Tree Care in the Amount of $47,337 Details	Trustee Matyas
Item 12.l	Resolution Authorizing a Bid Waiver and Emergency Purchase of a Traffic Jet Xpress Sign Printer from Avery Dennision in the Amount of $38,680 Details	Trustee Matyas
Item 12.m	Resolution Authorizing a Bid Waiver for the Purchase of Elevator Modernization Services from Urban Elevator Services for the Human Service Building Elevator in the Amount of $169,046.00 Details	Trustee Matyas
Item 12.n	Resolution Authorizing Non-Binding Terms for a Tax Increment Financing (TIF) Incentive of $2.2 Million Incentive Between the Village of Niles and Palm Tree Trading, LLC. ("Developer") Outlining a Public/Private Partnership for a $5 million Mixed-Use Development Anchored by Palm's Market for the Property Located at 8905 N. Milwaukee Avenue, Niles, Illinois Details	Trustee Niedermeier
Item 12.o	Board Approval - Ratification of Purchase Order 252561 for Change Order Number 1 in the amount of $5,731.00 and Change Order Number 2 in the amount of $3,030.00 for Holly Jolly Fest Equipment Rental to Indestructo Rental Company for a total contract Amount of $37,560 Details	Trustee Jekot

13. FINANCIAL REPORTS

Item 13.a Treasurer's Report - December 2024 Trustee Dubiel

Details

14. NEXT MEETINGS

Item 14.a Tuesday, February 25, 2025 at 7:00 p.m. - Regular Board of Trustees Meeting
Details

15. PUBLIC COMMENTS (NON-AGENDA ITEMS)

16. EXECUTIVE SESSION (if necessary)

17. ADJOURNMENT

BOARD AGENDA ITEM EXPLANATION FORM

Holly Jolly Fest Thank You to Volunteers and Sponsors (Kristina Vasilic, Acting Community Engagement & Special Events Coordinator)

Meeting Date: 01/28/2025 Item Number **4.a**

Requested By: Village Clerk Office Action Requested: Announcements

Prepared By: Andrew Aviles, Assigned to:

Strategic Pillar: Foster Community Identity

Applicable Village Plan: Not Applicable

Link to Applicable Village Plan: Strategic Plan

ATTACHMENTS:
Sponsor Sign (8.5 x 11 in) (1).pdf

MOTION

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

Impact on future budget(s)

If yes, Projected Cost(s), Projected Fiscal Year, Project Name

Grant Funded Project

Grant Source

ORG#

ACCT#

Total Amount for Approval

Budget Amount

Line Item Budget Amount

Variance

Thank you to our Sponsors!

Benefactors

Papagalino European Pastry Shop & Cafe

CITYLINE BIBLE CHURCH

Premier Sponsor

REYES Coca-Cola BOTTLING

Major Sponsors

RNDC Republic National Distributing Company

Kappys American Grill flap jacks to night caps

& the George D. Alpogianis Family

Face Painting & Balloon Artist Sponsors

amazonfresh

JOHNSBYRNE press the limits

S'mores Sponsors

City of Hope CANCER CARE NORTH SHORE

Scientific Home Services

Horse Drawn Trolley Sponsor

Oak Mill Pediatrics

Supporting Sponsors

7400 Waukegan Road Partnership - Angelo DiPaolo

SPC

SHURE

GROOT

Contributing Sponsors

a5 branding & digital
Bankier Companies, Inc.
Burrito House
Chateau Ritz Banquet
East West Trading Corp.
Jeron Electronic Systems, Inc.
JK Kabab
Lone Tree Manor
Meinke's Garden Center
Niles Discount Cleaners
Simon Uniform Co.
Tebon's Gas Service
Wal-Tek, Inc.

Very Much Appreciated Sponsors

ACA
Binny's Beverage Depot
Booby's
Chislof Chiropractic Center
Christine Pusateri Solutions
Dear Franks
Edward Jones
Hyun Hair Salon
Komar Screw Corp.
Lincoln Towing Service
Ming Massage
MMC Dental Aesthetics Laboratory Co.
Niles Foot and Ankle Center
Niles Memorial VFW Post 3579
Niles Truck Rentals
O'Brill Company
SARILING ATIN LLC.
St. John Brebeuf Parish
Tetra Medical Supply Corp.
Tita Mia's Filipino Restaurant
Vidal & Associates LTD

BOARD AGENDA ITEM EXPLANATION FORM

Home for the Holidays Shop Local Raffle Drawing (Kristina Vasilic, Acting Community Engagement & Special Events Coordinator)

Meeting Date: 01/28/2025	Item Number **4.b**
Requested By: Village Clerk Office	Action Requested: Announcements
Prepared By: Andrew Aviles,	Assigned to:

Strategic Pillar: Foster Community Identity

Applicable Village Plan: Not Applicable

Link to Applicable Village Plan:

ATTACHMENTS:
Home For Holidays 2024_8.5x5.5.pdf

MOTION

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?	No
If yes, is this a budgeted item?	No
Impact on future budget(s)	No
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	
Grant Funded Project	No
Grant Source	

ORG#

ACCT#

Total Amount for Approval

Budget Amount

Line Item Budget Amount

Variance



Spend local in Niles and be entered to win a $100 gift card to a Niles business of your choice!

Shopping at local businesses is important to Niles. It keeps our property taxes low, funds high quality Village services and shows local retailers – your neighbors, family and friends – that you care. Plus, with the holiday raffle, five lucky winners will receive a $100 gift card!

HOW TO ENTER TO WIN:
#1: Shop Niles from November 29 to December 23, 2024
#2: Bring receipts to Village Hall. Deadline: January 7, 2025
#3: For every $50 spent, you will receive one raffle entry
#4: At the January 28, 2025 raffle drawing, five winners will each receive a $100 gift card!

Restrictions apply.
Read the full program details at **vniles.com/holidayraffle**

Niles

THE VILLAGE OF NILES
It's possible here



Spend local in Niles and be entered to win a $100 gift card to a Niles business of your choice!

Shopping at local businesses is important to Niles. It keeps our property taxes low, funds high quality Village services and shows local retailers – your neighbors, family and friends – that you care. Plus, with the holiday raffle, five lucky winners will receive a $100 gift card!

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Restrictions apply.
Read the full program details at **vniles.com/holidayraffle**

Niles

THE VILLAGE OF NILES
It's possible here

BOARD AGENDA ITEM EXPLANATION FORM

Apply Now for Farm on Franks Community Garden Plots (Stephen Quinn, Public Works Director)

Meeting Date: 01/28/2025 | Item Number **4.c**

Requested By: Public Works | Action Requested: Announcements

Prepared By: Andrew Aviles, | Assigned to:

Strategic Pillar: Foster Community Identity

Applicable Village Plan: Strategic Plan

Link to Applicable Village Plan:

ATTACHMENTS:
Application 2025_202501061320024429.pdf

MOTION

Applications are now being accepted for Garden Plots in our community garden, Farm on Franks.

Twenty-eight public plots will open for rent each January along with two volunteer-maintained demonstration plots. The rental process will include an application with guidelines for maintaining a plot and a small fee to help offset the cost of water and maintenance.

The two volunteer-maintained plots include a demonstration and universally accessible garden, both supplying fresh produce to the Niles Food Pantry.

The universally accessible garden plots will provide the opportunity for senior residents and younger generations to work shoulder to shoulder. These gardens will be raised approximately 3 feet so renters can work in the gardens without having to stoop down. The application deadline is February XX, 2025 at 5:00 p.m.

REASON FOR REQUEST / BACKGROUND

Residents can visit the Villages website to submit an application:

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

Impact on future budget(s)

If yes, Projected Cost(s), Projected Fiscal Year, Project Name

Grant Funded Project

Grant Source

ORG#

ACCT#

Total Amount for Approval

Budget Amount

Line Item Budget Amount

Variance

NILES FARM ON FRANKS

Application and Agreement for Garden Plot Rental

- **Niles Resident Rate: $25**
- **Non-Resident Rate: $30**
- **Applications Due by 5:00 p.m. on February 7, 2025**
- **Payment Must Be Made in Full On Day of Reservation**
- **Applicant Signature is Required on Page 2**

Name: _____

Address: _____

Email: _____

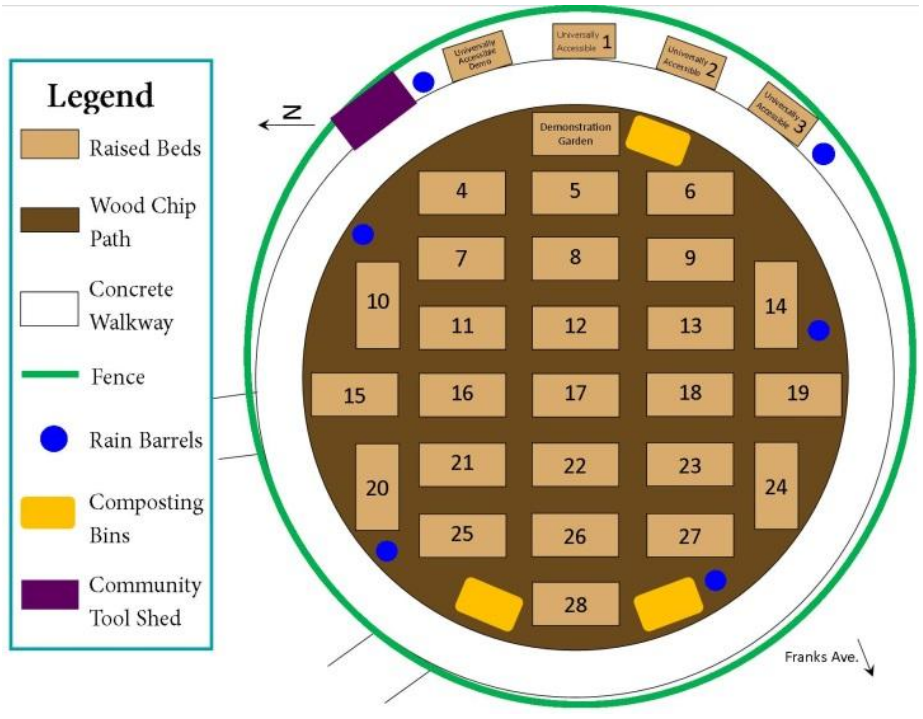
Phone: (_____) _____

Indicate preference of plot. Please note beds 1, 2 and 3 are Universally Accessible. These beds are raised higher and are smaller to provide ADA accessibility.

Preference 1: _____

Preference 2: _____

Preference 3: _____



Although we will make our best effort to provide the preferred plot, you may be assigned a different plot.

_____ Check here if you are a returning gardener

_____ Plot number (s) assigned last year.

_____ Check here if you are applying for an organization which is a not-for-profit agency, school, or food pantry and are requesting a fee waiver.

As a participant in the Niles Farm on Franks Community Garden, we ask that all participants read and follow the rules and regulations found below and on the important information document.

- I will pay a fee of $25.00 (Residents) or $30.00 (Non-Residents) to help cover garden expenses.

- I will have something planted in the garden by June 1and keep something planted all summer long.
- If I must abandon my plot for any reason, I will notify the Village of Niles.
- I will keep weeds to a minimum and maintain the areas immediately surrounding my plot.
- If my plot becomes unkempt, I understand I will be given notice to clean it up. After two notices, it will be reassigned. I understand my fee will not be refunded.
- I will keep trash and litter cleaned from the plot, as well as from adjacent pathways and fences.
- I understand that I must clear and remove all debris and vegetation, no later than October 31.
- I will not plant tall crops where they will shade neighboring plots.
- I will only pick own crops from my own plot unless given permission by the plot user.
- I will not use inorganic fertilizers, insecticides or weed repellents.
- I will not bring pets to the garden.

The Resident shall, at all times, fully indemnify, hold harmless, and defend the Village of Niles and their officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of use of the Farm on Franks program and/or the plots, or any other matter arising from or out or under the Farm on Franks Program by the Village of Niles and its employees, or because of any act or omission, neglect or misconduct of the Village of Niles, its employees and agents or its subcontractors including.
The plots are provided in "AS-IS" condition; the Village of Niles does not make representation or warranties of the condition of the soil or plots or suitability for the resident's intended use.

I acknowledge that I have read and understand the above guidelines and rules. I agree to pay the stated annual fees associated with being a Niles Farm on Franks Community Garden member and will abide by all the guidelines and rules as stated above.

Applicant's Signature (Required): _____ Date: _____

Village staff use only below this line.

- ⌑ Applicant has provided proof of Niles residency by providing a copy of photo identification, or two bills, with a current Niles address.
  Staff Initials _____

Indicate form of payment:

- ⌑ Check
- ⌑ Cash
- ⌑ Credit/Debit Card Paid in Full

Finance Staff Initials _____

BOARD AGENDA ITEM EXPLANATION FORM

Presidents' Day - Monday, February 17, 2025, Village Holiday and Facilities Closed - Fitness Center Open Regular Hours 5:30 a.m. to 9:30 p.m. (Denise McCreery, Village Clerk)

Meeting Date: 01/28/2025	Item Number **4.d**
Requested By: Village Clerk Office	Action Requested: Announcements
Prepared By: Andrew Aviles,	Assigned to:

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan: Not Applicable

Link to Applicable Village Plan:

ATTACHMENTS:
Presidents Day.pdf

MOTION

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

Impact on future budget(s)

If yes, Projected Cost(s), Projected Fiscal Year, Project Name

Grant Funded Project

Grant Source

ORG#

ACCT#

Total Amount for Approval

Budget Amount

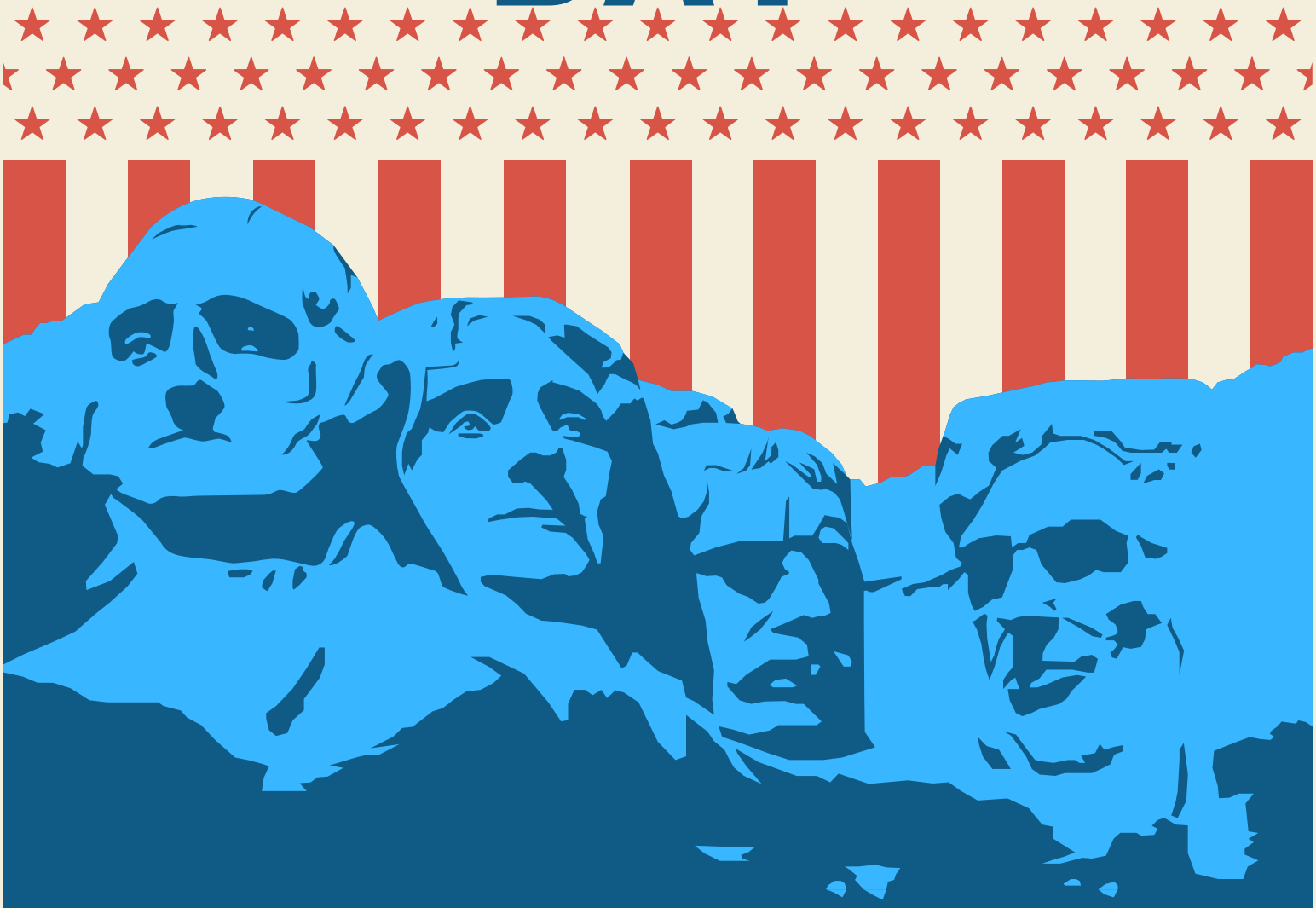
Line Item Budget Amount

Variance

VILLAGE HALL WILL BE CLOSED IN HONOR OF

PRESIDENTS' DAY

FEB 17



HONORING ALL PERSONS WHO HAVE SERVED IN THE OFFICE OF PRESIDENT OF UNITED STATES

BOARD AGENDA ITEM EXPLANATION FORM

Black History Month - February 2025

Meeting Date: 01/28/2025	Item Number **6.a**
Requested By: Village Clerk Office	Action Requested: Proclamation
Prepared By: Denise McCreery, Village Clerk	Assigned to: President Alpogianis

Strategic Pillar: Foster Community Identity

Applicable Village Plan: Not Applicable

Link to Applicable Village Plan:

ATTACHMENTS:
Proclamation 2025-01P Black History Month - February 2025.docx

MOTION

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

Impact on future budget(s)

If yes, Projected Cost(s), Projected Fiscal Year, Project Name

Grant Funded Project

Grant Source

ORG#

ACCT#

Total Amount for Approval

Budget Amount

Line Item Budget Amount

Variance

Proclamation

BLACK HISTORY MONTH
AFRICAN AMERICANS AND LABOR
February 2025

WHEREAS, each February, the United States observes Black History Month, celebrating the achievements, contributions, and rich cultural heritage of African Americans; and

WHEREAS, the 2025 theme, "African Americans and Labor," highlights the role of African Americans in shaping the American workforce, overcoming barriers, and advancing economic and social progress; and

WHEREAS, from the enslaved individuals to the courageous union organizers, factory workers, agricultural laborers, domestic workers, educators, and entrepreneurs, African Americans have persistently demonstrated resilience, innovation, and leadership in the face of systemic inequities; and

WHEREAS, African Americans continue to contribute to every sector of the economy, from innovation in technology and science to leadership in education, healthcare, entertainment, and public service; and

WHEREAS, Black History Month provides an opportunity to educate ourselves about the legacy of African Americans in labor, celebrate their achievements, and inspire future generations to carry forward the work of equity and justice;

NOW, THEREFORE, I, Mayor George D. Alpogianis and the Board of Trustees of the Village of Niles do hereby proclaim February 2025 as Black History Month and encourage all citizens to reflect on the theme "African Americans and Labor," participate in educational activities, and honor the vital contributions of African Americans to our nation's labor force and collective prosperity.

Dated this 28th day of January, 2025.

_____

Mayor George D. Alpogianis

Attested:

_____

Denise M. McCreery, Village Clerk

BOARD AGENDA ITEM EXPLANATION FORM

Approval of November 19, 2024 Executive Session Minutes

Meeting Date: 01/28/2025 Item Number **11.a**

Requested By: Village Clerk Office Action Requested: Minutes

Prepared By: Denise McCreery, Village Clerk Assigned to:

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan: Not Applicable

Link to Applicable Village Plan:

MOTION

I move for Board approval of the November 19, 2024 Executive Session Minutes.

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

Impact on future budget(s)

If yes, Projected Cost(s), Projected Fiscal Year, Project Name

Grant Funded Project

Grant Source

ORG#

ACCT#

Total Amount for Approval

Budget Amount

Line Item Budget Amount

Variance

BOARD AGENDA ITEM EXPLANATION FORM

Approval of November 19, 2024 Executive Session Minutes -Closed Session

Meeting Date: 01/28/2025 Item Number **11.b**

Requested By: Village Clerk Office Action Requested: Minutes

Prepared By: Denise McCreery, Village Clerk Assigned to:

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan: Not Applicable

Link to Applicable Village Plan:

MOTION

I move for Board approval of the November 19, 2024 Executive Session Minutes - Closed Session.

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

Impact on future budget(s)

If yes, Projected Cost(s), Projected Fiscal Year, Project Name

Grant Funded Project

Grant Source

ORG#

ACCT#

Total Amount for Approval

Budget Amount

Line Item Budget Amount

Variance

BOARD AGENDA ITEM EXPLANATION FORM

Approval of November 19, 2024 Board of Trustees Regular Meeting Minutes

Meeting Date: 01/28/2025 Item Number **11.c**

Requested By: Village Clerk Office Action Requested: Minutes

Prepared By: Denise McCreery, Village Clerk Assigned to:

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan: Not Applicable

Link to Applicable Village Plan:

MOTION

I move for Board approval of the November 19, 2024 Board of Trustees Regular Meeting Minutes.

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

Impact on future budget(s)

If yes, Projected Cost(s), Projected Fiscal Year, Project Name

Grant Funded Project

Grant Source

ORG#

ACCT#

Total Amount for Approval

Budget Amount

Line Item Budget Amount

Variance

BOARD AGENDA ITEM EXPLANATION FORM

Approval of January 2, 2025 Board of Trustees Special Meeting Minutes

Meeting Date: 01/28/2025 Item Number **11.d**

Requested By: Village Clerk Office Action Requested: Minutes

Prepared By: Denise McCreery, Village Clerk Assigned to:

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan: Not Applicable

Link to Applicable Village Plan:

MOTION

I move for Board approval of the January 2, 2025 Board of Trustees Special Meeting minutes.

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

Impact on future budget(s)

If yes, Projected Cost(s), Projected Fiscal Year, Project Name

Grant Funded Project

Grant Source

ORG#

ACCT#

Total Amount for Approval

Budget Amount

Line Item Budget Amount

Variance

BOARD AGENDA ITEM EXPLANATION FORM

Appointment of Niles Resident Yesoe Yoon to the Finance Committee

Meeting Date: 01/28/2025 Item Number **11.e**

Requested By: Village Clerk Office Action Requested: Board Approval

Prepared By: Andrew Aviles, Assigned to:

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan: Not Applicable

Link to Applicable Village Plan:

ATTACHMENTS:
Coverletter -Finance Commission (002).pdf
Yesoe RESUME.pdf

MOTION

I move for Board approval for the appointment of resident Yesoe Yoon to fill the vacant seat on the Finance Committee.

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

Impact on future budget(s)

If yes, Projected Cost(s), Projected Fiscal Year, Project Name

Grant Funded Project

Grant Source

ORG#

ACCT#

Total Amount for Approval

Budget Amount

Line Item Budget Amount

Variance

9/10/2024

Village of Niles
1000 Civic Center
Niles, Illinois 60714

Dear Mayor George D. Alpogianis, Clerk Denise M. McCreery, and Board of Trustees,

My name is Yesoe Yoon, and I am writing to express my strong interest in joining the Village of Niles' Finance Commission. I have lived in Niles for over two years. With a diverse professional background and a deep passion for community service, I am confident that I can provide valuable insights and contributions to the commission.

I previously served as a Human Relations Commissioner for the Village of Skokie, where I gained firsthand experience in fostering strong community relationships. My commitment to civic engagement is reflected in my involvement with various communities near where I live. I am currently pursuing a Doctor of Business Administration, focusing on Strategic Innovative Leadership, and I hold a degree in Public Administration from DePaul University, which has provided me with a solid foundation in leadership and public service.

In addition to my public service experience, I bring a wealth of professional expertise. I hosted *Global Leaders Network* on Win TV and served as a bilingual news reporter for KBC. Professionally, I have been part of U.S. Bank’s operations team and leadership council, where I played a crucial role in improving operational efficiencies and enhancing team performance. I also managed a million-dollar book of business at Neiman Marcus and served as a manager for Amore Pacific’s luxury cosmetic line, honing my ability to work with high-profile clients and navigate complex challenges.

Outside of my professional work, I am a classical singer and have performed at numerous events, contests, and political ceremonies. This experience has further developed my communication skills and my ability to connect with diverse audiences.

My diverse background, leadership experience, and passion for serving the community will allow me to make meaningful contributions to the Finance Commission. I would be honored to work alongside the dedicated individuals serving Niles and help support the village’s financial goals and initiatives.

Thank you for considering my application. I look forward to the opportunity to contribute to the continued success of the Village of Niles.

Sincerely,
Yesoe Yoon

YESOE YOON

EXPERIENCE

US Bank
CDO Loan/ Asset Administrator (April 2023-Present) *Present*
Global Collateralized Debt Obligation Reconciliation Team

- Met financial outperformance and budget expectation by monitor expenses, documented timely escalation of issues, financial records from finance partners (FDIC, Bloomberg, etc.).
- Collaborated to deliver key WMISO business partner product and technology initiatives.
- Took ownership of daily work; competed all tasks in an accurate and timely manner.
- Proactively identified, escalated, and mitigated risk issues and researched CDO bonds by analyzing data through multi systems such as SEI, DTCC, CDO suites, GAT, and SPQR.

Neiman Marcus, Chicago, IL 2017 - 2023
Client Advisor, DSA for Sunglasses, Department of Handbags (June 2021 - March 2023)

- Developed new customers which converted walk-in traffic to clients by creating energy, excitement and desire of brands and products in every area such as cosmetics, handbags, clothes, shoes, and even jewelry (TOP Producer: over one million dollars book in2022).
- Built good relationships with clients through consistent outreach with CRM.
- Brought the client experience through providing clients with prompt, professional, warm and courteous service.
- Followed up regarding repairs and alteration.

Cosmetics, Amore Pacific and Kiehl's, Business Manager (December 2017 - June 2021)

- Responsibilities included achieved the counter monthly/seasonal goals with strategic plans, built the clientele and sales,introduced new products with the product knowledge to sales associates and clients.

Win TV Public Chanel 24.5, Chicago, IL 2019 - 2020
Global Leaders Network TV Host, Emcee, Columnist-Why Times

- Responsibilities included solely responsible for casting guest speakers, emceed, full responsibility for creative developmentof the broadcast program, and translated English into Korean for Korean subtitles.

DePaul University, Chicago, IL 2013 - 2017
Event Coordinator/ Administrative Assistant

- Solely responsible for planning and hosting the CRCC's annual events.
- Edited the video clips and updated the official DePaul's website.
- Handled the center's financial work including honorariums, requisitions and interdepartmental transfers.
- Promoted events and solely responsible for posters' design, social media, PR and Newsletters.
- Handled travel arrangements for guest speakers.

Busan Tourism Association, Busan Republic of Korea. 2012 – 2013
Interpreter and Tourist's Guide in Korean, English, Japanese, Chinese and Russian

- Responsibilities included guided in-depth tours for foreign visitors, informing them about attractions of the cityand provided customer service for the City of Busan.

CH 41TV (WOCH), Korean-American Broadcasting, Chicago, IL 2005 – 2006
Bilingual Asian American Network TV News Reporter

- Responsibilities included reported the weekly news as the bilingual News reporter in both Korean and English, editedvideos, photography, created computer graphics, conducted interviews, translated, produced shows, and edited advertisements.

EDUCATION

Concordia University Chicago 2023
Doctorate in Business Administration

DePaul University 2017
Master in Public Administration, Management

Northeastern Illinois University 2011
Bachelor of Arts, Communication and Media, Music, Cum Laude

LANGUAGE
Multilingual: Korean, English, and Japanese

SKILLS
Adobe Premier Pro, Microsoft PowerPoint, Outlook, Microsoft Excel and Computer Graphic Design

BOARD AGENDA ITEM EXPLANATION FORM

Ordinance Ratifying Ordinance 2024-47 Authorizing Exclusion of the Village of Niles Park District and All Schools Located Within the Village Limits from the Cook County Paid Leave Ordinance to Include Golf Maine Park District

Meeting Date: 01/28/2025 Item Number **11.g**

Requested By: Village Managers Office Action Requested: Ordinance

Prepared By: Conor Schultz, Assigned to:

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan: Strategic Plan

Link to Applicable Village Plan: Strategic Plan

ATTACHMENTS:
Board Agenda Memo Cook County Parks and Schools Ordinance Revision.pdf
Ordinance 2025-xx Authorizing Exclusion of Park districts and all Schools

MOTION

I move for board approval of an Ordinance Ratifying Ordinance 2024-47 Authorizing Exclusion of the Village of Niles Park District and All Schools Located Within the Village Limits from the Cook County Paid Leave Ordinance to include Golf Maine Park District.

REASON FOR REQUEST / BACKGROUND

A version of this ordinance was passed at the September 2024 Board meeting; this version has been updated to include the Golf Maine Park District to the list of affected parties.

This Ordinance will protect park district and school district interests regarding the Paid Leave Ordinance. The Cook County Board of Commissioners amended the Cook County Earned Sick Leave Ordinance. This newly amended ordinance (now known as the Paid Leave Ordinance or PLO) mostly mirrors the State of Illinois Paid Leave for All Workers Act but excludes the exemptions applicable to parks and schools. The PLO went into effect on December 31, 2023. The Cook County Commission on Human Rights begins enforcement of the PLO on January 1, 2025. As recommended by the

Village's Attorney, the Village Board should exclude parks and schools located within Village limits from the Cook County PLO. Since the PLO cannot preempt the Village's home rule authority, the city may utilize home rule authority in this manner.

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

Impact on future budget(s)

If yes, Projected Cost(s), Projected Fiscal Year, Project Name

Grant Funded Project

Grant Source

ORG#

ACCT#

Total Amount for Approval

Budget Amount

Line Item Budget Amount

Variance

BOARD AGENDA MEMORANDUM

BOARD MEETING DATE: January 28, 2025

TO: Mayor and Board of Trustees

FROM: Village Managers Office

DEPARTMENT: VMO

STRATEGIC PRIORITY: Employer of Choice
APPLICABLE PLAN: Strategic Plan

PURPOSE AND ACTION REQUESTED:
Ordinance Regarding the Cook County Paid Leave Ordinance

BACKGROUND:
A version of this ordinance was passed at the September 2024 Board meeting; this version has been updated to include the Golf Maine Park District to the list of affected parties.

This Ordinance will protect park district and school district interests regarding the Paid Leave Ordinance. The Cook County Board of Commissioners amended the Cook County Earned Sick Leave Ordinance. This newly amended ordinance (now known as the Paid Leave Ordinance or PLO) mostly mirrors the State of Illinois Paid Leave for All Workers Act but excludes the exemptions applicable to parks and schools. The PLO went into effect on December 31, 2023. The Cook County Commission on Human Rights begins enforcement of the PLO on January 1, 2025. As recommended by the Village's Attorney, the Village Board should exclude parks and schools located within Village limits from the Cook County PLO. Since the PLO cannot preempt the Village's home rule authority, the city may utilize home rule authority in this manner.

DISCUSSION/HISTORY:
Village staff has discussed the legislation's impact with park district and school district personnel.

Park District staff estimate that implementation of the Cook County PLO would cost more $100,000 per year. Costs include administrative setup, wages to backfill time off vacancy with other staff, and new hires to maintain operational capacity. Further, there is no available method to raise revenues for increased costs, as PTEL caps Park District property tax levies.

School district staff raises similar concerns. They claim that the increased cost will reduce services and learning opportunities for students, as the funding will need to be puled from other areas of district operations. Costs for substitute teachers and teacher assistants could cost in the six figures.

BUDGET: No budgetary impact to the Village of Niles.

RECOMMENDATION: Staff recommends that the Village Board utilize home rule authority to adopt the attached ordinance excluding Village of Niles Park District and all schools located within the Village limits.

ORDINANCE 2025-xx

ORDINANCE RATIFYING ORDINANCE 2024-47 AUTHORIZING EXCLUSION OF THE VILLAGE OF NILES PARK DISTRICT AND ALL SCHOOLS LOCATED WITHIN THE VILLAGE LIMITS FROM THE COOK COUNTY PAID LEAVE ORDINANCE TO INCLUDE GOLF MAINE PARK DISTRICT

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 authorizes units of local government, such as the Village, to contract or otherwise associate amongst themselves in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, the Cook County Board of Commissioners ("County"), which is a home rule county, passed a Paid Leave Ordinance ("County Ordinance"), closely resembling the Illinois Paid Leave for All Workers Act ("Act"), 820 ILCS 192/1 et seq., effective December 31, 2023, which requires employers like the Village and other local taxing bodies to provide certain paid leave to some of its employees; and

WHEREAS, the County Ordinance will modify the scope of benefits provided to some public employees, including the circumstances under which paid leave benefits can be used; and

WHEREAS, the Village has determined that applying the County Ordinance to Golf Maine Park District and Niles Park District (the "Park Districts") and Nelson Elementary School, Jefferson School, Emerson Middle School, Clarence E. Culver School, Gemini Middle School, and Mark Twain School (the "Schools") employees will negatively impact governmental operations and affairs and place an undue burden on the Park Districts' and Schools' ability to provide uninterrupted services to its citizens; and

WHEREAS, the Village deems it necessary to exercise its home rule authority in order to maintain the status quo with respect to the current level of public employee leave benefits before the Ordinance took effect on December 31, 2023; and

WHEREAS, this Ordinance and any prior applicable ordinances prevail over the County Ordinance to the extent they conflict with the County Ordinance pursuant to Section 6(c) of Article VII of the Illinois Constitution; and

NOW, THEREFORE, BE IT ORDAINED 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 hereby adopted by this reference as findings of the Village Board of Trustees and are hereby incorporated into this Section as if fully set forth.

SECTION 2. Exemption from Ordinance. Pursuant to the Village's home rule authority under the Illinois Constitution, the Village declares the Golf Maine Park District, Niles Park District, ~~and~~ Nelson Elementary School, Jefferson School, Emerson Middle School, Clarence E. Culver School, Gemini Middle School, and Mark Twain School are exempt from following the provisions of the County Ordinance for their own employees who are primarily engaged in work within the Village of Niles because the County's home rule Ordinance conflicts with this Village ordinance. Without limiting the generality of the foregoing, this ordinance intends to grant an exemption from the County's Ordinance for the Golf Maine Park District, Niles Park ~~District and Nelson~~ District, Nelson Elementary School, Jefferson School, Emerson Middle School, Clarence E. Culver School, Gemini Middle School, and Mark Twain School.

SECTION 3: Severability. If any section, paragraph, clause, phrase, provision or part of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause, phrase, provision or part shall not affect the validity of any of the remaining provisions of this Ordinance.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED: This 28th day of January 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January 2025.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January 2025, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

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, 2024 and Ending April 30, 2025 for the Village of Niles, Cook County, Illinois

Meeting Date: 01/28/2025 Item Number **11.h**

Requested By: Finance Department Action Requested: Ordinance

Prepared By: Denise McCreery, Village Clerk Assigned to:

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan: Strategic Plan

Link to Applicable Village Plan: Strategic Plan

ATTACHMENTS:
Woodriver SSA Levy Board Agenda Memorandum FY2025_TY2024
Ordinance 2025-xx Approving the FY2025T Y2024 Woodriver SSA Ordinance.docx
Woodriver SSA Levy Detail Page FY2025_TY2024

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, 2024 and ending April 30, 2025 for the Village of Niles, Cook County, Illinois in the amount of $24,926.

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?

Impact on future budget(s)

If yes, Projected Cost(s), Projected Fiscal Year, Project Name

Grant Funded Project

Grant Source

ORG#

ACCT#

Total Amount for Approval

Budget Amount

Line Item Budget Amount

Variance

BOARD AGENDA MEMORANDUM

MEETING DATE: 1/28/2024

TO: Mayor and Board of Trustees

FROM: Kent Oliven, Finance Director

DEPARTMENT: Finance Department

STRATEGIC PRIORITY: Financial Stability and Transparency

APPLICABLE PLAN: Strategic Plan

PURPOSE AND ACTION REQUESTED: Approval of an Ordinance Establishing the Tax Year 2024 (TY24) Village of Niles Special Service Area 2008-1 (Woodriver) Levy.

BACKGROUND:

A Special Service Area (SSA) is a taxing mechanism that can be used to fund a wide range of special or additional services and/or physical improvements in a defined geographic area within a municipality or jurisdiction. This type of district allows local governments to establish such areas without incurring debt or levying a tax on the entire municipality. In short, an SSA allows local governments to tax and deliver services to limited geographic areas within their jurisdictions.

The 1970 Illinois Constitutional Convention granted municipalities and counties the authority:

> "to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services."

The process for establishing an SSA is outlined in the "Special Service Area Tax Law" (Article 27, 35 ILCS 200/27). This process and subsequent case law form the basis for SSA implementation in Illinois.

SSAs are excluded from tax cap legislation and are still available for home rule and non-home rule municipalities in "capped" counties.

DISCUSSION/HISTORY:

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 is 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.

The Woodriver SSA is scheduled to levy for the final time in tax year 2025.

BUDGET: The budget will be impacted by the property tax that is levied for. Expenses related to the construction at the condo and townhome association occurred in fiscal years 2008-2010.

RECOMMENDATION: Staff and Finance Committee recommend a total extended TY24 Special Service Area 2008-1 (Woodriver) levy of $24,926.

ORDINANCE 2025-xx

ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA 2008-1 FOR WOODRIVER DRIVE PARKING AND STREET IMPROVEMENTS FOR THE FISCAL YEAR BEGINNING MAY 1, 2024, AND ENDING APRIL 30, 2025 FOR THE VILLAGE OF NILES, COOK COUNTY, ILLINOIS

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

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

SECTION 1: That the sum of $24,926 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, 2024, and ending April 30, 2025, of the Village of Niles, Cook County, Illinois, for public improvements appropriated for the current Fiscal Year by the official budget of the Village of Niles, as approved by the President and Board of Trustees on the 28th day of January, 2025, 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: $24,926

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 28th day of January 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January 2025

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January 2025, and published in pamphlet form as provided by law in the Village of Niles.

_____
Village Clerk

ARTICLE 1
SPECIAL SERVICE AREA 2008-1

AMOUNTS APPROPRIATED	2024 TAX LEVY
WOODRIVER LOAN REIMBURSEMENT	$24,926
Total Levied for the expenses of the Special Service Area 2008-1:	$24,926
Add 0% for loss and cost:	**$0**
Total amount to be raised by tax levy for special service area 2008-1:	$24,926

BOARD AGENDA ITEM EXPLANATION FORM

Ordinance Levying Taxes for Special Service Area 2012-1 for Nordica Avenue Parking Improvements for Fiscal Year Beginning May 1, 2024 and Ending April 30, 2025 for the Village of Niles, Cook County, Illinois

Meeting Date: 01/28/2025 Item Number **11.i**

Requested By: Finance Department Action Requested: Ordinance

Prepared By: Denise McCreery, Village Clerk Assigned to:

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan: Strategic Plan

Link to Applicable Village Plan: Strategic Plan

ATTACHMENTS:
Nordica SSA Levy Board Agenda Memorandum FY2025_TY2024
Ordinance 2025-xx FY2025 TY2024 Nordica SSA Ordinance.docx
Nordica SSA Levy Detail Page FY2025_TY2024

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, 2024 and ending April 30, 2025 for the Village of Niles, Cook County, Illinois in the amount of $23,421.

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?

Impact on future budget(s)

If yes, Projected Cost(s), Projected Fiscal Year, Project Name

Grant Funded Project

Grant Source

ORG#

ACCT#

Total Amount for Approval

Budget Amount

Line Item Budget Amount

Variance

BOARD AGENDA MEMORANDUM

MEETING DATE: 1/28/2024

TO: Mayor and Board of Trustees

FROM: Kent Oliven, Finance Director

DEPARTMENT: Finance Department

STRATEGIC PRIORITY: Financial Stability and Transparency

APPLICABLE PLAN: Strategic Plan

PURPOSE AND ACTION REQUESTED: Approval of an Ordinance Establishing the Tax Year 2024 (TY24) Village of Niles Special Service Area 2012-1 (Nordica) Levy.

BACKGROUND:

A Special Service Area (SSA) is a taxing mechanism that can be used to fund a wide range of special or additional services and/or physical improvements in a defined geographic area within a municipality or jurisdiction. This type of district allows local governments to establish such areas without incurring debt or levying a tax on the entire municipality. In short, an SSA allows local governments to tax and deliver services to limited geographic areas within their jurisdictions.

The 1970 Illinois Constitutional Convention granted municipalities and counties the authority:

> "to levy or impose additional taxes upon areas within their boundaries in the manner provided by law for the provision of special services to those areas and for the payment of debt incurred in order to provide those special services."

The process for establishing an SSA is outlined in the "Special Service Area Tax Law" (Article 27, 35 ILCS 200/27). This process and subsequent case law form the basis for SSA implementation in Illinois.

SSAs are excluded from tax cap legislation and are still available for home rule and non-home rule municipalities in "capped" counties.

DISCUSSION/HISTORY:

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 is to add additional 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 20 years for the cost of the reconstruction.

BUDGET: The budget will be impacted by the property tax that is levied for. Expenses related to the construction at Nordica apartments occurred in FY2014.

RECOMMENDATION: Staff and Finance Committee recommend a total extended TY24 Special Service Area 2012-1 (Nordica) levy of $23,421.

ORDINANCE 2025-xx

ORDINANCE LEVYING TAXES FOR SPECIAL SERVICE AREA 2012-1 FOR NORDICA AVENUE PARKING IMPROVEMENTS FOR THE FISCAL YEAR BEGINNING MAY 1, 2025, AND ENDING APRIL 30, 2025, FOR THE VILLAGE OF NILES, COOK COUNTY, ILLINOIS

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Niles, Cook County, Illinois, as a Home Rule Municipality, 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, 2024, and ending April 30, 2025, 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 28th day of January 2025, 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 28th day of January 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January 2025

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January 2025, and published in pamphlet form as provided by law in the Village of Niles.

_____
Village Clerk

ARTICLE 1
SPECIAL SERVICE AREA 2012-1

AMOUNTS APPROPRIATED	2024 TAX LEVY
NORDICA LOAN REIMBURSEMENT	$23,421
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

Ordinance Ratifying a Change Order Number 3 for the Purchase of the YMCA Property from YMCA of Metro Chicago by Increasing the Closing Costs Expended to Purchase the YMCA by $25,878.07 for the Total Amount of $2,125,878.07 and Authorizing the Expenditure of Funds to Pay for Such Change Order

Meeting Date: 01/28/2025	Item Number **11.j**
Requested By: Economic Development	Action Requested: Ordinance
Prepared By: Christine Raguso, Community Development Director	Assigned to:

Strategic Pillar: Diversified Economic Development

Applicable Village Plan:

Link to Applicable Village Plan:

ATTACHMENTS:
2025 YMCA Board Memo re additonal closing costs YMCA.docx
Ordinance 2025-xx Approving a Change Order No. 3f or the Purchase of the YMCA
YMCA Change Order 3 PO 245365.pdf

MOTION

I move for Board Approval of an Ordinance Ratifying a Change Order Number 3 for the Purchase of the YMCA Property from YMCA of Metro Chicago by Increasing the Closing Costs Expended to Purchase the YMCA by $25,878.07 for the Total Amount of $2,125,878.07 and Authorizing the Expenditure of Funds to Pay for Such Change Order.

REASON FOR REQUEST / BACKGROUND

The Final Closing fees were $25,878.07 as stated on the Final Settlement Statement dated 10/31/24 required for effectuating the purchase as previously authorized.

Will this action involve an expenditure of funds?	Yes
If yes, is this a budgeted item?	No

Impact on future budget(s)		No	
If yes, Projected Cost(s), Projected Fiscal Year, Project Name			
Grant Funded Project		No	
Grant Source			
ORG#	32100	Total Amount for Approval	$25,878.07
ACCT#	550004	Budget Amount	
		Line Item Budget Amount	
		Variance	

Board agenda Memorandum

BOARD MEETING DATE: January 28, 2025

TO: Mayor and Board of Trustees

FROM: Christine Raguso

DEPARTMENT: Community Development

STRATEGIC PRIORITY: Economic Development through acquisition of distressed parcels

APPLICABLE PLAN: 2040 Comprehensive Plan and Strategic Plan

PURPOSE AND ACTION REQUESTED: Ordinance Ratifying a Change Order Number 3 for the Purchase of the YMCA Property from YMCA of Metro Chicago by Increasing the Closing Costs Expended to Purchase the YMCA by $25,878.07 for the Total Amount of $2,125,878.07 and Authorizing the Expenditure of Funds to Pay for Such Change Order

BACKGROUND:

The Final Closing fees were $25,878.07 as stated on the Final Settlement Statement dated 10/31/24 required for effectuating the purchase as previously authorized.

DISCUSSION/HISTORY:

BUDGET: $2,125,878.07

RECOMMENDATION: Approval of $25, 878.07

ORDINANCE 2025-xx

ORDINANCE RATIFYING A CHANGE ORDER NUMBER 3 FOR THE PURCHASE OF THE YMCA PROPERTY FROM YMCA OF METRO CHICAGO BY INCREASING THE CLOSING COSTS EXPENDED TO PURCHASE THE YMCA BY $25,878.07 FOR THE TOTAL AMOUNT OF $2,125,878.07 AND AUTHORIZING THE EXPENDITURE OF FUNDS TO PAY FOR SUCH CHANGE ORDER

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, the Corporate Authorities of the Village approved the Purchase of the YMCA building in the amount of $2,100,000.00 plus closing costs ("Project"); and

WHEREAS, the final closing costs have been determined and equal $25,878.07; and

WHEREAS, the total purchase price for the real estate is $2,100,000.00 and the acquisition costs are $25,878.07, therefore, the total expenditure equals $2,125,878.07; and

WHEREAS, the Corporate Authorities of the Village agree to authorize and approve the additional costs by approving Change Order Number 3 for the Project; and

WHEREAS, based on the recommendation of the Public Works Director, the Corporate Authorities of the Village make the following findings and determinations in accordance with the Illinois Compiled Statutes, Chapter 720, Section 5/33E-9 regarding changes to the Contract:

1. The change order (or series of change orders) recommended in Exhibit "A", which is attached hereto and made a part hereof, increases the contract sum by $10,000.00 or more.
2. The change order (or series of change orders): is made necessary by circumstances not foreseeable at the time the Contract was signed; is germane to the Contract as originally signed; and is in the best interests of the Village.

In addition, the Corporate Authorities of the Village make the following finding and determination pursuant to Section 5 of the Public Works Contract Change Order Act (50 ILCS 525/5): the amount of the Change Order (or series of change orders) does not increase the original

contract price by 50% or more of the original contract price and thus the Village is not obligated to re-bid the additional work proposed under the Change Order.

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

SECTION 1: Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: The Corporate Authorities of the Village of Niles approve and ratify Change Order Number 3 to the Contract, in the amount of $25,878.07, in accordance with Change Order Number 3, a copy of which is attached hereto as Exhibit "A".

SECTION 3: The Corporate Authorities of the Village of Niles authorize and direct the Village President, the Village Clerk, the Village Treasurer, the Village Manager and the Public Works Director, or their designees, to execute, process and deliver the necessary checks, wire transactions, change order documents and such other instruments necessary to comply with the authorization and direction set forth in this Ordinance.

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5: This Ordinance shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

PASSED: This 28th day of January, 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January, 2025.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January, 2025, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

Exhibit "A"

Change Order Number 3

(attached)

THE VILLAGE OF
NILES
It's possible here

CHANGE ORDER #: 3

VENDOR #: 11440

NAME: YMCA of Metro. Chicago

ADDRESS: 6300 W Touhy Ave
Niles, IL 60714

DEPARTMENT: Economic Development

DATE: 1/10/25

P.O. #: 245365

P.O. AMOUNT: $ 2,100,000.00

Previous Change Order Amounts: $ 0.00

This Change Order Amount: $ 25,878.07

Purchase Order Amount with all Approved Change Orders: $ 2,125,878.07

Org: 32100 Object: 550004

Reason for Change Order:

Change Order #3 required due to Final Closing Fees in the amount of $25,878.07 as stated on the Final Settlement Statement dated 10/31/24. This Change Order #3 will go to the Board for Purchase Order Ratification Approval on 1/28/25.

Requested by: Susan Bus Date: 1/10/25

Near North Title Group
222 North LaSalle Street, Suite 600
Chicago, IL 60601
Phone: (312) 419-3900 Fax: (312) 419-0778

Final Settlement Statement

Settlement Date: October 31, 2024
File Number: IL2402038
Buyer: Village of Niles, an Illinois municipal corporation
Seller: The Board of Trustees of the Young Men's Christian Association of Chicago
Property: 6300 West Touhy Avenue
Niles, IL 60714

Seller			Buyer	
Debit	Credit		Debit	Credit
		Financial Consideration		
	2,100,000.00	Contract Sale Price	2,100,000.00	
		Earnest Money Deposit		50,000.00
		Prorations		
	24,217.07	Prepaid Rent	24,217.07	
		Title Charges		
		Owner's Policy Premium Coverage: $2,100,000.00 Version: 2021 ALTA Owner's Policy (07/01/21)	1,050.00	
150.00		Later Dates & Post Closing Updates		
75.00		Out of Pockets & Overnight Deliveries	75.00	
425.00		Deed and Money Escrow Fee	425.00	
250.00		GAP Coverage		
3.00		IL State Policy Fee		
500.00		Extended Coverage		
50.00		Open Item Tax Bills		
		Recording Charges		
		Record: Deed	107.00	
0.00		Cook County Transfer Taxes Exempt		
0.00		Illinois State Transfer Taxes Exempt	0.00	
		City Transfer Tax Niles- Exempt	0.00	
		Electronic Recording Fee	4.00	
		Property Taxes		
0.00		2008 Taxes Ist Installment Open Item Bill 10-29-302-048-8002 $5,629.30		
0.00		2008 Taxes 2nd Installment Open Item Bill 10-29-302-048-8002 $5,750.00		
		Other Debits and Credits		
105,000.00		Listing Broker Commission to CBRE		

Final Settlement Statement

Seller Debit	Seller Credit		Buyer Debit	Buyer Credit
		Other Debits and Credits (continued)		
3,920.00		Environmental Consultant Fees to PIXIS		
110,373.00	**2,124,217.07**	**Subtotals**	**2,125,878.07**	**50,000.00**
		Balance Due FROM Buyer		**2,075,878.07**
2,013,844.07		**Balance Due TO Seller**		
2,124,217.07	**2,124,217.07**	**Totals**	**2,125,878.07**	**2,125,878.07**

Estimated Settlement Statement

Settlement Date:	October 31, 2024
File Number:	IL2402038
Buyer:	Village of Niles, an Illinois municipal corporation
Seller:	The Board of Trustees of the Young Men's Christian Association of Chicago
Property:	6300 West Touhy Avenue Niles, IL 60714

SELLER:

The Board of Trustees of the Young Men's Christian Association of Chicago

BY: _____

BUYER:

Village of Niles, an Illinois municipal corporation

BY: _____

Estimated Settlement Statement

Settlement Date:	October 31, 2024
File Number:	IL2402038
Buyer:	Village of Niles, an Illinois municipal corporation
Seller:	The Board of Trustees of the Young Men's Christian Association of Chicago
Property:	6300 West Touhy Avenue Niles, IL 60714

SELLER:

The Board of Trustees of the Young Men's Christian Association of Chicago

BY:_____

BUYER:

Village of Niles, an Illinois municipal corporation

BY:_____

ull Detail Payment Activity Report

PNC

ılue/Send Date: 10/31/2024 **10/31/2024 01:46:09 P**

:count Summary	4645223496	GROSS POINT TOUHY TIF	Amount	Coun

Total Debits : 2,075,878.07 USD

Account	Trace ID	Template ID	Template Name	Type	Value / Send Date	Beneficiary	Amount	Status	Fed Ref No
4645223496	202410104287			Domestic	10/31/2024	Near North Title Group	2,075,878.07 USD	Confirmed	012760

ɜneficiary Bank
: 071006486
ame: CIBC BANK USA
ldress: CHICAGO,IL

ank Reference Number
IAVH2749PFF1D7U

cternal Reference Number
)31MMQFMPNB012760

Beneficiary Information
Account: 2560569

OBI: File Number IL2402038
Buyer/Borrower: Village of Niles Property
Address: 6300 West Touhy Avenue Niles, IL 60714

Audit History
Initiated by: Laurie Nannini 10/31/2024 01:20 PM ET
Approved by: Kenneth Oliven 10/31/2024 01:27 PM ET
Received by: BANK 10/31/2024 01:27 PM ET
Confirmed by: BANK 10/31/2024 01:27 PM ET

ɾand Totals	Coun

Total Debits : 2,075,878.07 USD

Mail Invoices to:
Village of Niles
Accounts Payable
1000 Civic Center Drive
Niles, IL 60714
847-588-8000
or email at
AccountsPayable@vniles.com

Purchase Order

Fiscal Year 2024 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	**245365 - 03**

TAX EXEMPT No. E9998-1459-07 F.I.N. 36-6006016

VENDOR
YMCA Of Metro. Chicago
6300 W Touhy
Niles, IL 60714

SHIP TO
VILLAGE HALL
1000 CIVIC CENTER DRIVE
NILES, IL 60714
Email: jmc@vniles.com
Phone: 8475888000

Vendor Phone Number	Vendor Email	Vendor Number	Delivery Reference
847-647-8222		11440	

P.O. Date	Requisition Number	Requested by	Freight Method/Terms	Department/Location
04/05/2024	245443	Bus, Susan		Finance Department

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	3/26/24 Purchase the YMCA at 6400 W Touhy Ave				
1	Purchase and Sale Agreement and Joint Escrow Instructions between the Board of Trustees of the Young Men's Christian Association (YMCA) of Chicago for Property located at 6400 W. Touhy Avenue in Niles, Illinois 60714 per your agreement dated 3/4/24 and per Ordinance 2024-25 as approved by the Board of Trustees at the Village of Niles Board meeting on 3/26/24. GL Account: 32100 - 550004 $2,050,000.00	1.0	EACH	$2,050,000.00	$2,050,000.00
2	Change Order #2-Add the 50K back on line item #2 so A/P can liquidate the funds for the wire transfer as an A/P Disbursement as opposed to closing the line item. Change Order #1 - Close line item #2 due to the deposit funds wired on 4/3/24. Initial Deposit to be Wired to Near North Title Group GL Account: 32100 - 550004 $50,000.00	1.0	EACH	$50,000.00	$50,000.00
3	**ADDED:** Change Order #3 - Additional fees in the amount of $25,878.07 per Estimated Settlement Statement dated 10/31/24. GL Account: 32100 - 550004 $25,878.07	1.0	EACH	$25,878.07	$25,878.07

Total Ext. Price	$2,125,878.07
Total Sales Tax	$0.00
Total Freight	$0.00
Total Discount	$0.00
Total Credit	$0.00
PO Total	**$2,125,878.07**

By: Susan Bus
Purchasing Agent

CHANGE ORDER

BOARD AGENDA ITEM EXPLANATION FORM

Resolution Authorizing a Bid Waiver to Alliant Insurance Services, Inc. for Professional Brokerage Services for Property Casualty and Workers Compensation for Calendar Year 2025 in the amount of $39,500

Meeting Date: 01/28/2025 Item Number **11.k**

Requested By: Human Resources Action Requested: Bid Waiver

Prepared By: Donna Dunn, HR Director Assigned to:

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan: Not Applicable

Link to Applicable Village Plan:

ATTACHMENTS:
Board Memo - Bid Waiver for Liability Insurance Broker Services.docx
Resolution 2025-xxR Liability Insurance Program 2025.docx
Alliant Insurance Services Contract

MOTION

I move for Board approval of a Resolution authorizing a bid waiver to Alliant Insurance Services, Inc. for Professional Brokerage Services for Property Casualty and Workers Compensation for calendar year 2025 in the amount of $39,500.

REASON FOR REQUEST / BACKGROUND

The existing contract with Alliant Insurance Services, Inc. ended in 2024 and is up for renewal. Due to the operational impact of the cybersecurity incident and other time constraints, staff was unable to complete an RFP process prior to the expiration of the current broker contract.

The Village has a long-standing relationship with the current broker, Alliant Insurance Services, Inc. and is pleased with the multitude of services and support they provide throughout the year. Alliant Insurance Services, Inc. has agreed to honor current pricing and extend the contract by one year. It is staff's intent to issue an RFP in the 2025 calendar year.

Will this action involve an expenditure of funds?	Yes
If yes, is this a budgeted item?	Yes
Impact on future budget(s)	Yes
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	
Grant Funded Project	No
Grant Source	

ORG#	61010	Total Amount for Approval	$39,500.00
ACCT#	520100	Budget Amount	$39,500.00
		Line Item Budget Amount	
		Variance	

Board agenda Memorandum

BOARD MEETING DATE: January 28, 2025

TO: Mayor and Board of Trustees

FROM: Donna Dunn, Director of Human Resources

DEPARTMENT: Human Resources

PURPOSE AND ACTION REQUESTED:
Resolution Authorizing a Bid Waiver to Alliant Insurance Services, Inc. for Professional Brokerage Services for Property Casualty and Workers Compensation for Calendar Year 2025 in the amount of $39,500.

BACKGROUND:
The four-year contract with Alliant Insurance Services, Inc. ended in 2024. Due to the operational impact of the cybersecurity incident and other time constraints, staff was unable to complete the RFP process prior to the expiration of the current broker contract.

DISCUSSION/HISTORY:
The Village has a long-standing relationship with the current broker, Alliant Insurance Services, Inc. and is pleased with the multitude of services and support they provide throughout the year. Alliant currently works with the Village to negotiate rates and provide the best options for property casualty and workers compensation coverage, in addition to providing resources for safety and risk management at no additional charge.

Alliant has agreed to honor current pricing and extend the contract by one year. It is staff's intent to issue an RFP in the 2025 calendar year.

BUDGET:
The amount for approval is $39,500 for the 2025 plan year.

RECOMMENDATION:
Staff recommends approval of a Resolution Authorizing a Bid Waiver to Alliant Insurance Services, Inc. for Professional Brokerage Services for Property Casualty and Workers Compensation for Calendar Year 2025 in the amount of $39,500.

RESOLUTION 2025-xxR

RESOLUTION AUTHORIZING A BID WAIVER AND CONTRACTUAL AGREEMENT WITH ALLIANT INSURANCE SERVICES, INC. FOR PROFESSIONAL BROKERAGE SERVICES FOR PROPERTY CASUALTY AND WORKERS COMPENSATION FOR CALENDAR YEAR 2025 IN THE AMOUNT OF $ 39,500

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, the contract with the current broker, Alliant Insurance Services, Inc. ("Alliant"), expired at the end of calendar year 2024; and

WHEREAS, due to the operational impact of the cybersecurity incident and other time constraints, staff was unable to complete an RFP process prior to the expiration of the current broker contract; and

WHEREAS, the Village has a long-standing relationship with Alliant and is pleased with the multitude of services and support they provide throughout the year; and

WHEREAS, Alliant has agreed to honor current pricing and extend the contract by one year; and

WHEREAS, the Village of Niles deems it in its best interests to enter into the Contract and proceed with the purchase as contemplated, see attached Exhibit "A".

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

SECTION 2: The Contract between the Village and Alliant is attached to this Resolution as Exhibit "A".

SECTION 3: The President and Board of Trustees of the Village of Niles authorize and direct the Village Manager, or his designee, to execute the Contract, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill Niles' obligations under the Agreement. The Village Clerk shall attest, on behalf of the Village, the Contract upon receipt of at least one original copy of the Contract executed by Alliant Insurance Services, Inc.

SECTION 4: 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.

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

PASSED: This 28th day of January, 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January, 2025.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January, 2025, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

Client Service Agreement
Between
Alliant Insurance Services, Inc.
and
Village of Niles

This Client Service Agreement (the "***Agreement***") is entered into between Alliant Insurance Services, Inc ("***ALLIANT***") and the Village of Niles ("***Client***"). ALLIANT and Client may be individually referred to herein as a "***Party***" or collectively as the "***Parties***."

The Parties agree as follows:

I. Scope of Services

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

II. Compensation

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

III. Term and Termination

a. This Agreement shall become effective on January 1, 2025 (the "***Effective Date***"), and unless earlier terminated as provided for herein shall remain in effect for through December 31, 2025 (the "***Contract Term***"). Client may extend this Agreement beyond the Contract Term.

b. Notwithstanding the Contract Term, this Agreement may be terminated upon ninety (90) days written notice to the other Party. In the event of termination of this Agreement by Client prior to expiration of the Contract Term, ALLIANT's annual compensation will be deemed fully earned in accordance with the following schedule: 60% at commencement of the applicable service term; 75% after four (4) months; and 100% after seven (7) months. In the event of a termination by ALLIANT prior to expiration of the Contract Term, ALLIANT's annual compensation will be deemed earned on a pro-rata basis. It is further agreed that ALLIANT's responsibility to provide the Services will cease on the effective date of any termination of this Agreement, except for such continued responsibilities as may be required by law.

IV. Confidentiality

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

V. Independent Contactor

Client and ALLIANT agree that ALLIANT is an independent contractor and shall not represent itself as an agent or employee of Client for any purpose in the performance of ALLIANT's duties under this Agreement. Accordingly, ALLIANT shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of ALLIANT's activities in accordance with this Agreement. For purposes of this Agreement taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

ALLIANT, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

VI. **Governing Law**

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

VII. **Insurance and Indemnity**

To the fullest extent permitted by laws and regulations, ALLIANT shall indemnify and hold harmless Client and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration), to the extent arising out of or resulting from ALLIANT's breach of this Agreement or the negligent acts, errors or omissions or willful misconduct of ALLIANT or its officials, employees or contractors in their performance of this Agreement, or under contracts entered into by ALLIANT in connection with this Agreement. This indemnification shall survive the termination of this Agreement.

VIII. **Non-Assignment**

No assignment of ALLIANT's obligations, nor ALLIANT's right to receive payment hereunder shall be permitted unless otherwise agreed to in writing by Client.

IX. **Notices**

All notices which may be required by this Agreement or any rule of law shall be effective when Notices shall be sent via certified mail, return receipt requested or by personal delivery to the other party, and otherwise three (3) days after being sent by certified mail to the following addresses:

VILLAGE OF NILES
ATTN: VILLAGE MANAGER
1000 CIVIC CENTER DR.
NILES IL 60714

With a copy to:
VILLAGE OF NILES
ATTN: VILLAGE ATTORNEY
1000 CIVIC CENTER DR.
NILES IL 60714

ALLIANT INSURANCE SERVICES, INC.
ATTN: GENERAL COUNSEL
353 NORTH CLARK STREET, 11TH FLOOR
CHICAGO IL 60654

X. **Entire Agreement**

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

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

Alliant Insurance Services, Inc.

By: _____
(signature)

Title: Executive Vice President

Date: 1/16/2025

Village of Niles

By: _____
(signature)

Title: _____

Date: _____

Appendix A

Scope of Services

Alliant Insurance Services, Inc. "ALLIANT" for the Village of Niles "Village"

ALLIANT will perform the following services:

- Design, market, propose and implement the broadest insurance program that adequately and economically protects the Village. Evaluate all proposals and make recommendations using dedicated personnel that provide professional services that are necessary to perform the type of service required by the Village.
- Represent the Village in all negotiations with insurers, underwriters, intermediaries, insurance regulators and other parties (except legal issues).
- Assure that insurance coverage is placed with reputable insurers that are eligible to conduct business in Illinois and have the financial capacity to pay claims.
- Prepare coverage submission and review with Village prior to release.
- Monitor and assess the current market and provide information on market conditions.
- Provide recommendations to the Village on areas that might result in cost savings to the Village.
- Ensure the availability of qualified personnel for consultation, conference, marketing and service, including attendance at meeting and Board meetings as needed.
- Provide evaluation, training and education relative to loss control and safety areas.
- Request all necessary underwriting data from the Village seven months prior to renewal. Utilize electronic means to request and receive data. A client portal is preferred.
- Provide renewal plan including coverage line budgets five months prior to renewal.
- Meet with Village staff to review and explain data requests and renewal plans.
- Market the insurance program and any requested options to secure the broadest coverage at the lowest possible cost with financially secure insurers.
- Meet with key insurers and intermediaries to explain Village data and include Village staff/consultants as appropriate.
- Provide a renewal proposal 60 days prior to renewal, summarizing results of all insurers approached for coverage.
- Bind coverage as directed by Village.
- Provide necessary renewal documents (Binders, etc.) prior to renewal.
- Issue all insurance policies with 60 days of renewal.
- Review policies and endorsements for conformity to agreed terms and coverage
- Respond to questions and inquiries from the Village. Serve as a resource for information on coverage issues, policy interpretation, claims issues, potential/new exposures and other issues.
- Assist with review of contracts and certificates of insurance from other parties.
- Provide risk management expertise as requested.
- Issue certificates of insurance as necessary.
- Assist in processing non-TPA claims.
- Provide periodic non-TPA claim reports.
- Disclose all sources of revenue in placing and servicing the account, and all revenues to other providers, owned and non-owned.
- Schedule and facilitate claim review meetings as directed by Village

- Provide client with detailed invoices, except in the case of direct billing by insurers. Remit premiums to insurers and taxes and fees to the relevant authorities on a timely basis, following receipt thereof from Village
- Provide consultation to client on special exposures, interpretations of existing coverage, and on the desirability and/or feasibility of any and all potential program changes.
- Analyze the program structure in relation to Self-Insured Retentions, maintenance deductibles, and layer attachment points. Make appropriate recommendations in relationship to these items to optimize program structure.
- Serve as liaison when necessary between the Village and the insurer.
- Create and maintain electronic spreadsheets/database files.
- Establish and maintain excellent professional working relations with Village.
- Share with Village relevant industry or coverage information that can be useful in any facet of its risk management program.
- Coordinate claims questions from Village and their legal counsel.
- Coordinate the loss prevention program.
- Request endorsements, ensuring accuracy and delivery in a timely manner.
- Complete quality checklist and policy review
- Prepare all invoices, binders, certificates of insurance and auto ID cards
- Provide ongoing coverage analysis and critique of policy language

Appendix B

Compensation

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

- $39,500 due by January 1, 2025

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

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

Appendix C
Schedule of Policies

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

BOARD AGENDA ITEM EXPLANATION FORM

Resolution Approving the Green Business Award for Woodward MPC

Meeting Date: 01/28/2025	Item Number **12.a**
Requested By: Economic Development	Action Requested: Board Approval
Prepared By: Denise McCreery, Village Clerk	Assigned to: Trustee Niedermaier

Strategic Pillar: Diversified Economic Development

Applicable Village Plan: Environmental Plan

Link to Applicable Village Plan: https://www.vniles.com/DocumentCenter/View/4901/5496-NilesEAPToBoardLr1?bidId=

ATTACHMENTS:

Staff Memo Woodward Green Business Award.pdf
Resolution 2024-xxR Approving the Green Business Award to Woodward.docx
2024 Niles Green Business Award Application - Woodward MPC.pdf

MOTION

I move for Village Board Approval of the Green Business Award for Woodward MPC

REASON FOR REQUEST / BACKGROUND

Woodward MPC submitted an application for the Green Business Award. Woodward's is located at 6300 W. Howard Street in Niles and has been in business for 154 years and has 1,400 employees. Woodward has been in the Village for 62 years. Woodward implemented a sustainability program and green technology initiatives including LED lighting programs, (electrostatic discharge (ESD) bag recycling, electric car charging stations, and earth day activities.

Will this action involve an expenditure of funds?	Yes
If yes, is this a budgeted item?	Yes
Impact on future budget(s)	No

If yes, Projected Cost(s), Projected Fiscal Year, Project Name		$300	
Grant Funded Project		No	
Grant Source			
ORG#	11080	Total Amount for Approval	$300
ACCT#	52120	Budget Amount	
		Line Item Budget Amount	
		Variance	

BOARD AGENDA MEMORANDUM

BOARD MEETING DATE:

TO:

FROM:

DEPARTMENT:

STRATEGIC PRIORITY:

APPLICABLE PLAN:

PURPOSE AND ACTION REQUESTED:

BACKGROUND:

DISCUSSION/HISTORY:

BUDGET:

RECOMMENDATION:

RESOLUTION 2025-xxR

RESOLUTION APPROVING THE GREEN BUSINESS AWARD FOR WOODWARD MPC

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, the Village of Niles urges Niles companies to protect the environment, promote recycling, sustainability programs and to enhance green initiatives; and

WHEREAS, Woodward MPC, 6300 W. Howard Street, Niles, submitted an application for the Green Business Award; and

WHEREAS, Woodward implemented a sustainability program and green technology initiatives including LED lighting programs, (electrostatic discharge (ESD) bag recycling, electric car charging stations, and earth day activities; and

WHEREAS, the Village of Niles deems it in its best interests to approve the Green Business Award to Woodward MPC.

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: Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: The Corporate Authorities of the Village of Niles approve the Green Business Award for Woodward MPC.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

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

SECTION 5: That any section or provision of this Resolution 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 28th day of January, 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January, 2025.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January, 2025, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

Village of Niles
Green Business Award Application
2017

INSTRUCTIONS

Please fill out the entire application to the best of your ability. Each application will be judged on its sustainability efforts.

GENERAL QUESTIONS

Business Information

Business Name

Business Address

Business City, State, Zip

Employees

Years in business

Company website

Contact name

Contact email

Contact phone

Business Category

Printing	Finance/ Insurance	Manufacturing	Hospitality
Energy	Retail Trade	Agriculture/Forestry	Public Admin.
Construction	Paper & Packaging	Educational Services	Food Services
Business to Business Trade	Professional, Scientific, Technical Services	Transportation & Warehousing	Health Care & Social Assistance
Other			

Do you comply with all applicable environmental laws and regulations for your industry?

Yes No

Explanation:

We comply with all applicable environmental laws and regulations including but not limited to Cook County, EPA, IL EPA, Village of Niles, DOT, and IL DNR.

Building inspections are completed, reports and fees (including Tier II, air permits, no exposure permits, LQG, etc.) are completed annually and hazardous waste is disposed of in a correct and safe manner.

List any applicable environmental certifications that you hold.

Woodward is certified in ISO14001: 2015. This is an internationally recognized standard for our environmental management system.

Village of Niles
Green Business Award
Application
2017

ENVIRONMENTAL INITIATIVES

During the last five years, what environmentally friendly initiative(s) have you implemented in your business? (limit 500 words)

During the last five years, we have implemented the following environmentally friendly initiatives at Woodward MPC:

Energy Savings:
LED lights in our 6300 Howard St. building were installed last year. This has reduced our CO2 emissions by 791.87 tons per year, resulting in an annual energy savings of 931,607.04 kWh. This resulted in a 53% reduction in energy usage. Our 6250 Howard St. building also has LED lights installed. Both buildings have lights set on motion sensor so that energy is saved when those lights are not in use.

Recycling Programs:
We implemented Electro Static Discharge (ESD) bag recycling. These bags are unable to undergo regular recycling. We use Terracycle to recycle the large amounts of ESD bags we use. One department uses 85,000 ESD bags per year and approximately 3,200 lbs. were thrown away per year before our recycling program was implemented. There is now zero ESD bag waste as they all get reused in other areas or recycled.
We are looking forward to implementing more recycling programs in the future for our most common waste streams!

Transportation:
Electric vehicle charging has been available on site since the 6300 Howard St. building was constructed ~9 years ago. There are now over 40 members at our site that use our electric vehicle charging stations.
During the week of Earth Day, we have a raffle to encourage the use of alternative modes of transportation that are more environmentally friendly (biking, public transportation, hybrid/electric vehicles, etc.)

Community:
We celebrate Earth Day annually and have a Sustainability Committee and Green Action Team. The Green Action Team is a cross functional team that was created to lead green initiatives at our sites. This past Earth Day, we invited the Niles Park District to set up a booth near our cafeteria to promote local Niles environmental events and talk about the importance of native plants. We greatly appreciated their visit at our site!

BOARD AGENDA ITEM EXPLANATION FORM

Ordinance Amending Chapter 102 Utilities, Article III. Water, Division 1. Generally Sec. 102-123 Water Rates Established, Article III. Water, Division 1. Generally Sec. 102-125 Rendering of Bills; Delinquent; Delinquency Penalty, and Appendix D Fee Schedule to the Niles Code of Ordinances

Meeting Date: 01/28/2025	Item Number **12.b**
Requested By: Finance Department	Action Requested: Ordinance
Prepared By: Kent Oliven,	Assigned to: Morgan Dubiel

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan: Other

Link to Applicable Village Plan: https://village-niles-il-budget-book.cleargov.com/15955/capital-improvements/capital-improvements-one-year

ATTACHMENTS:
2025 01-28 Utility Rate Structure Orindance Board Agenda Memorandum.pdf
Ordinance 2025-xx Amending Ch. 102-123 Water Rates Ch. 102-125 Late Fees.docx
Water Rates Study 1 of 3.pdf
Water Rates Study 2 of 3.pdf
Water Rates Study 3 of 3 FAQs.pdf

MOTION

I move for Board approval of an Ordinance Amending Chapter 102 Utilities, Article III. Water, Division 1. Generally Sec. 102-123 Water Rates Established, Article III. Water, Division 1. Generally Sec. 102-125 Rendering of Bills; Delinquent; Delinquency Penalty, and Appendix D Fee Schedule to the Niles Code of Ordinances

REASON FOR REQUEST / BACKGROUND

- In addition to normal system maintenance, the Village's water system needs an additional $83.6 million for a new pumping station and an unfunded lead service line replacement mandate. As the Water Fund does not have the money needed for these two projects, water and sanitary sewer rate increases are needed.

- Water rates and sanitary sewer rates are set to cover operations and capital costs. Around a quarter of that revenue should come from fixed monthly user charges to help pay for access to water.
- Setting up long-term rate increases now, which would include a new water user charge, will lower overall costs to utility customers by helping to secure 0% interest rate loans and capturing lead service contractors before anticipated rate increases.
- The ordinance's proposed rates are around $20 less per month for the average homeowner than in other area municipalities.

Will this action involve an expenditure of funds?	No
If yes, is this a budgeted item?	No
Impact on future budget(s)	Yes
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	Future Revenue
Grant Funded Project	No
Grant Source	

ORG#	Total Amount for Approval
ACCT#	Budget Amount
	Line Item Budget Amount
	Variance

BOARD AGENDA MEMORANDUM

BOARD MEETING DATE:	January 28, 2025
TO:	Village Board
FROM:	Kent Oliven, Village Finance Director & Treasurer
DEPARTMENT:	Finance

STRATEGIC PRIORITY:	Financial Stability & Transparency
APPLICABLE PLAN(S):	Capital Improvement Plan; Lead Service Line Replacement Plan (as submitted to the IEPA)

PURPOSE AND ACTION REQUESTED: The purpose of this memo it to explain the need for additional revenue to properly fund the Water Fund. The action requested is to approve the ordinance establishing water and sanitary sewer rates starting with bills mailed in May 2025. These new rates will now include a new water monthly user charge.

BACKGROUND: In addition to normal system maintenance, the Village's water system needs an additional $83.6 million for a new pumping station and an unfunded lead service line replacement mandate. As the Water Fund does not have the money needed for these two projects, water and sanitary sewer rate increases are needed.

Water rates and sanitary sewer rates are set to cover operations and capital costs. Around a quarter of that revenue should come from fixed monthly user charges to help pay for access to water.

Establishing long-term rates now, which would include a new water user charge, will lower overall costs to utility customers by helping to secure 0% interest rate loans and capturing lead service contractors before anticipated rate increases. The ordinance's proposed rates are around $20 less per month for the average homeowner than in other area municipalities.

DISCUSSION/HISTORY: Since June 2015 inflation rose 32.3%, but Village water rates only rose 3.3% in May 2022. At that time, I promised that further increases would be needed but would be justified with a water and sanitary sewer rate study.

Since then: (1) The Village then hired engineering firm CDM Smith to assess and help design a plan to address lead service lines, which was submitted to the IEPA by the April 15, 2024 deadline; (2) The Village hired NewGen Strategies to create a dynamic capital needs to rate structures modeling tool; (3) The Village hired engineering firm Strand Associates to help understand the pressure needs of the Golden Forties section of town; and (4) In October 2024 the U.S. EPA finalized the new lead service line replacement timetable. Rates were then modeled; The linked rate study was subsequently written.

Capital needs justifying higher utility rates was discussed in budget and other open meetings for years, most recently at the October 15, November 5, and January 7 Finance Committee meetings. The January 17 PW Committee voted to recommend.

Passage now will allow time to notify utility customers of the new rate structure before it goes into effect May 1st. It will also allow time to assemble and submit the upcoming year's IEPA SRF revenue-only zero percent (0%) interest loan application.

BUDGET: The proposed rate structure in this ordinance will change the revenue receipts for the Water Fund. Although it will not have a direct cost, it will lower expenses and change the timing of future capital expenses.

RECOMMENDATION: Staff recommends approval of the water and sanitary sewer rate ordinance.

ORDINANCE 2025-xx

AMENDING CHAPTER 102 UTILITIES, ARTICLE III. WATER, DIVISION 1. GENERALLY SEC. 102-123 WATER RATES ESTABLISHED, ARTICLE III. WATER, DIVISION 1. GENERALLY SEC. 102-125 RENDERING OF BILLS; DELINQUENT; DELINQUENCY PENALTY, AND APPENDIX D FEE SCHEDULE TO THE NILES CODE OF ORDINANCES

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 102 Utilities, Article III. Water, Division 1. Generally, Sec. 102-123 Water Rates Established, Sec. 102-125 Rendering of bills; delinquent; delinquency penalty, and Appendix D Fee Schedule of the Niles Code of Ordinances shall be amended as follows:

CHAPTER 102 UTILITIES

ARTICLE III. WATER

DIVISION 1. -GENERALLY

* * *

Chapter 102 Utilities.

Sec. 102-123 Water Rates Established.

The following shall be the rate for water supplied to each user, payable on the 21st day after the billing date. The volumetric rate per thousand (1,000) gallons and the monthly water user charge are referenced in Appendix D Fee Schedule of the Code of Ordinances.

Sec. 102-125. Rendering of bills; delinquent; delinquency penalty.

Bills for water service shall be rendered quarterly; provided, however, that the Finance Director may elect to bill consumers on a monthly basis or as deemed necessary. All bills shall be delinquent 21 days after their rendition, and in the event of failure to pay the bills within the 21-day period, an

additional late charge of ten percent of new charges shall be added to the bill. Partial payments shall be applied to the oldest outstanding balance.

* * *

APPENDIX D

FEE SCHEDULE

Description	*Amount*	*Section of This Code*
Chapter 102. Utilities		
Article II. Sewer		
Division 3. Sewer Service Charges		
* * *		
(b) ~~Effective January 1, 2022, Rate~~ Volumetric rate per thousand (1,000) gallons of ~~sewer service charge unit cost~~ water purchased for utility bills issued on or after:~~0.87~~		102-81(b)
January 1, 2022	0.87	
May 1, 2025	0.96	
May 1, 2026	1.05	
May 1, 2027	1.15	
May 1, 2028	1.27	
May 1, 2029	1.39	
May 1 Annual increase starting May 1, 2030	3%	
* * *		
Article III. Water		
Division 1. Generally		
~~Effective January 1, 2022,~~ Volumetric rate per thousand (1,000) gallons of water used for all utility bills issued on or after:	9.32	102-123
January 1, 2022	9.32	
May 1, 2025	10.19	
May 1, 2026	11.13	
May 1, 2027	12.17	
May 1, 2028	13.30	
May 1, 2029	14.54	
May 1 Annual increase starting May 1, 2030	3%	

The following water usage charge shall be applied monthly based upon meter size for all utility bills issued on or after:

May 1, 2025

Under 1”	5.00
1”	12.50
1 ½”	25.00
2”	40.00
3”	75.00
4”	125.00
6”	250.00
8”	400.00
10”	575.00

May 1 Annual increase per month starting May 1, 2026

Under 1”	1.00
1”	2.50
1 ½”	5.00
2”	8.00
3”	15.00
4”	25.00
6”	50.00
8”	80.00
10”	115.00

SECTION 2: If any provision of this Ordinance or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this ordinance is severable.

SECTION 3: That this Ordinance be in full force and effect on ~~January 1, 2022~~ May 1, 2025 and after its passage, approval and publication as provided by law.

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

SECTION 5: 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 28th day of January, 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January, 2025.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January, 2025, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

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Appendix A: Utility Billing Rates at Other Communities

The two tables below are the data behind the graphs shown in the report. These tables show the total monthly charge for water and sanitary sewer based upon 5,000 gallons of water. Rates for municipalities who sell in cubic feet were converted to a gallon rate.

Although there may be other charges on utility bills in some of those communities, such as for garbage or stormwater, those fees were not added to this list.

The first table shows the official comparable communities to Niles. The average total charge for these other municipalities is $78.16 per month, 28.7% higher than the proposed Niles rates.

Note that Skokie does not pay for sewer through sewer fixed user charges or sewer rates.

Comparable Municipalities	Total Charge (5,000 Gallons per Month)	Water per 1,000 Gallons as of 5/1/25	Water Monthly User Charge	Sewer per 1,000 Gallons as of 5/1/25	Sewer Monthly User Charge	Capital Charge per 1,000 Gallons as of 5/1/25	Other Fixed Monthly Charges
Niles (proposed)	$ 60.75	10.190	5.000	0.960			
Niles (now)	$ 50.95	9.320		0.870			
Addison	$ 109.30	11.240	6.000	8.220	6.000		
Buffalo Grove	$ 77.68	6.870	9.260	1.710	8.130		17.390
Des Plaines	$ 75.02	8.556	4.300	1.577		4.010	
Elk Grove Village	$ 60.00	9.750		2.250			
Elmhurst	$ 151.79	14.620		11.450			21.440
Glenview	$ 59.28	7.710	8.973	1.570	3.903		
Highland Park	$ 39.08	5.510		1.872	2.167		
Hoffman Estates	$ 88.93	13.500	11.730	1.940			
Lombard	$ 99.14	9.150	5.050	6.580		1.810	6.390
Morton Grove	$ 63.75	11.570		1.180			
Mount Prospect	$ 109.46	15.490	9.070	3.380	6.040		
Oak Park	$ 79.15	11.370		3.260			6.000
Park Ridge	$ 66.33	9.920	5.250	1.860	2.180		
Skokie (No Sewer)	$ 44.46	8.892					
Wheeling	$ 49.05	7.860		1.950			

This second table shows the Aqua Illinois area near Niles, but they do not provide sewer services. It also shows other area communities. The cells highlighted in yellow are stale and likely to go up before May 1, 2025. The average total charge for these other municipalities is $80.79 per month, 33.0% higher than the proposed Niles rates, but very in line with the comparable municipal rates in the first table.

Other Nearby Utilities	Total Charge (5,000 Gallons per Month)	Water per 1,000 Gallons as of 5/1/25	Water Monthly User Charge	Sewer per 1,000 Gallons as of 5/1/25	Sewer Monthly User Charge	Capital Charge per 1,000 Gallons as of 5/1/25	Other Fixed Monthly Charges
Niles (proposed)	$ 60.75	10.190	5.000	0.960			
Aqua Illinois (near Niles; No Sewer)	$ 76.89	7.57	39.04	Does not provide sewer service			
Arlington Heights	$ 54.50	8.660		2.240			
Barrington	$ 83.20	5.790		10.850			
Deerfield	$ 88.16	9.064	13.560	5.855			
Glencoe	$ 83.98	9.890	23.910	2.123			
Hanover Park (Cook Cnty)	$ 108.45	10.670	23.300	6.360			
Libertyville	$ 75.59	3.170	14.885	7.720	6.255		
Lincolnshire (incorporated)	$ 89.05	9.920		7.890			
Lincolnwood	$ 64.12	10.040	5.050	1.090			3.420
Mundelein (Incorporated)	$ 75.86	9.090		6.082			
Palatine (incorporated)	$ 53.80	6.050	7.900	1.550	7.900		
Prospect Heights	$ 113.72	8.360	51.920		20.000		
Rolling Meadows	$ 90.45	12.360	6.000	3.730	4.000		
Schaumburg	$ 82.85	12.390	8.000	2.580			
Streamwood	$ 74.25	11.850	15.000				
West Dundee	$ 73.90	4.810	25.795	4.810			

Appendix B: Wholesale Rates Go Up, But Less Than What They Would Have Been

After multiple periods of large, unexpected wholesale price increases by the City of Chicago, the villages of Niles and Morton Grove set up the Morton Grove Niles Water Commission ("MGN") to supply safe water at a lower wholesale rate than Chicago. MGN has met that goal by selling water to Niles at a rate lower than Chicago every year since it was created.

While the wholesale water supply rate is lower than it would have been if the MGN had not been created, the cost of supplying water, like the cost of almost everything has gone up. Measuring that increase is not an exact science as MGN uses a formula to allocate its costs to each municipal member and, thus, the Village does not purchase water by the gallon anymore. However, MGN periodically translates those cost allocations into an estimated rate equivalent. Based upon In MGN's most recent rate equivalent estimation, that the wholesale water rate equivalent has gone up 10.1%[36] since MGN started supplying the Village water. The wholesale price of water from the Village's previous wholesale supplier, Chicago, went up 19.0% during that same period. The table below shows how MGN's lower increase has saved the Village an estimated $2.08 million to date that would have required even higher rates to pay for.

Effective Date	Chicago Wholesale Water Cost per 1,000 Gallons	MGN Equivalent Wholesale Water Cost per 1,000 Gallons	MGN Savings per 1,000 Gallons	Estimated Wholesale Savings
6/1/2024	$4.70	$4.35	$0.35	$231,363
1/1/2024	$4.55	$4.35	$0.20	$100,180
6/1/2023	$4.55	$4.30	$0.25	$191,780
1/1/2023	$4.33	$4.30	$0.03	$16,022
6/1/2022	$4.33	$4.08	$0.25	$200,768
1/1/2022	$4.13	$4.08	$0.05	$26,068
6/1/2021	$4.13	$3.74	$0.39	$319,775
1/1/2021	$4.08	$3.74	$0.34	$203,528
6/1/2020	$4.08	$3.66	$0.42	$362,296
1/1/2020	$3.98	$3.66	$0.32	$220,060
6/1/2019	$3.98	$3.73	$0.25	$160,040
1/1/2019	$3.95	$3.73	$0.22	$87,329
			Est. Total	$2,119,209

[36] On December 31, 2018, the Village's water supplier at the time, the City of Chicago, was charging $3.95/1,000 gallons. The MGN equivalent rate was most recently estimated to currently be $4.30/1,000 gallons. (4.30-3.95)/3.95 = 10.1%.

Appendix C: Projected Changes in Water and Sewer Fund Balance – Current vs. Proposed Rates

The following four tables[37] project the change in fund balance for the Water Org./Dept. and the Sanitary Sewer Org./Dept. if current rates remained vs. the if the proposed rates are adopted.

Water Org.'s Projected Change in Fund Balance – Current Rates

Financial Summary	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
REVENUES											
Rate Revenue	9,303,285	9,303,285	9,303,285	9,303,285	9,303,285	9,303,285	9,303,285	9,303,285	9,303,285	9,303,285	9,303,285
Misc. Revenue	474,204	484,963	483,473	480,910	479,468	479,202	479,980	480,668	481,147	481,410	481,435
LSLR Recoup	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	**$9,777,489**	**$9,788,248**	**$9,786,758**	**$9,784,195**	**$9,782,753**	**$9,782,487**	**$9,783,265**	**$9,783,953**	**$9,784,432**	**$9,784,695**	**$9,784,720**
OPERATING EXPENSES											
O&M Expense	10,509,473	10,183,159	10,500,241	10,827,418	11,165,018	11,513,381	11,872,857	12,243,809	12,626,610	13,021,646	13,231,119
Existing Debt Service	236,138	376,621	378,621	380,290	381,615	387,852	393,633	398,933	399,033	404,033	413,833
New Debt Service	-	-	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Lead Service Debt	-	-	666,667	666,667	718,119	971,996	1,233,489	1,587,850	1,952,841	2,328,783	2,716,002
Total Operating Exp.	**$10,745,611**	**$10,559,780**	**$12,545,528**	**$12,874,374**	**$13,264,752**	**$13,873,229**	**$14,499,980**	**$15,230,592**	**$15,978,484**	**$16,754,462**	**$17,360,955**
Net Oper. Gain/Loss	$(968,122)	$(771,532)	$(2,758,771)	$(3,090,179)	$(3,481,998)	$(4,090,743)	$(4,716,715)	$(5,446,639)	$(6,194,052)	$(6,969,768)	$(7,576,235)
PAYGO Capital	$1,000,000	$2,000,000	$2,060,000	$2,121,800	$2,185,454	$2,251,018	$2,318,548	$2,388,105	$2,459,748	$2,533,540	$2,609,546
Lead Service Capital	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-
Net Total Gain/Loss	**$(1,968,122)**	**$(2,771,532)**	**$(4,818,771)**	**$(5,211,979)**	**$(5,667,452)**	**$(6,341,760)**	**$(7,035,263)**	**$(7,834,744)**	**$(8,653,800)**	**$(9,503,308)**	**$(10,185,781)**

[37] All four tables come from the New Gen model.

Water Org.'s Projected Change in Fund Balance – Proposed Rates

Financial Summary	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
REVENUES											
Rate Revenue	9,303,285	11,126,571	12,263,856	13,489,089	14,810,448	16,236,874	16,863,860	17,503,907	18,157,406	18,824,763	19,506,392
Misc. Revenue	474,204	484,963	483,473	480,910	479,468	479,202	479,980	480,668	481,147	481,410	481,435
LSLR Recoup	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	**$9,777,489**	**$11,611,534**	**$12,747,329**	**$13,969,999**	**$15,289,917**	**$16,716,075**	**$17,343,840**	**$17,984,574**	**$18,638,553**	**$19,306,173**	**$19,987,826**
OPERATING EXPENSES											
O&M Expense	10,509,473	10,183,159	10,500,241	10,827,418	11,165,018	11,513,381	11,872,857	12,243,809	12,626,610	13,021,646	13,231,119
Existing Debt Service	236,138	376,621	378,621	380,290	381,615	387,852	393,633	398,933	399,033	404,033	413,833
New Debt Service	-	-	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Lead Service Debt	-	-	666,667	666,667	718,119	971,996	1,233,489	1,587,850	1,952,841	2,328,783	2,716,002
Total Operating Exp.	**$10,745,611**	**$10,559,780**	**$12,545,528**	**$12,874,374**	**$13,264,752**	**$13,873,229**	**$14,499,980**	**$15,230,592**	**$15,978,484**	**$16,754,462**	**$17,360,955**
Net Oper. Gain/Loss	**$(968,122)**	**$1,051,753**	**$201,800**	**$1,095,625**	**$2,025,165**	**$2,842,846**	**$2,843,860**	**$2,753,982**	**$2,660,069**	**$2,551,710**	**$2,626,871**
PAYGO Capital	$1,000,000	$2,000,000	$2,060,000	$2,121,800	$2,185,454	$2,251,018	$2,318,548	$2,388,105	$2,459,748	$2,533,540	$2,609,546
Lead Service Capital	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-
Net Total Gain/Loss	**$(1,968,122)**	**$(948,247)**	**$(1,858,200)**	**$(1,026,175)**	**$(160,289)**	**$591,828**	**$525,312**	**$365,878**	**$200,321**	**$18,170**	**$17,325**

Sewer Org.'s Projected Change in Fund Balance – Current Rates

Financial Summary	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
REVENUES											
Rate Revenue	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000	900,000
Misc. Revenue	31,876	33,127	32,954	32,656	32,488	32,457	32,548	32,628	32,683	32,714	32,717
Total Revenue	**$931,876**	**$933,127**	**$932,954**	**$932,656**	**$932,488**	**$932,457**	**$932,548**	**$932,628**	**$932,683**	**$932,714**	**$932,717**
OPERATING EXPENSES											
O&M Expense	1,221,729	1,263,525	1,306,780	1,351,544	1,397,870	1,445,814	1,495,434	1,546,787	1,599,937	1,654,947	1,711,882
Existing Debt Service	-	-	-	-	-	-	-	-	-	-	-
New Debt Service	-	-	-	-	-	-	-	-	-	-	-
Lead Service Debt	-	-	-	-	-	-	-	-	-	-	-
Total Operating Exp.	**$1,221,729**	**$1,263,525**	**$1,306,780**	**$1,351,544**	**$1,397,870**	**$1,445,814**	**$1,495,434**	**$1,546,787**	**$1,599,937**	**$1,654,947**	**$1,711,882**
Net Oper. Gain/Loss	$(289,852)	$(330,398)	$(373,826)	$(418,888)	$(465,382)	$(513,357)	$(562,886)	$(614,160)	$(667,254)	$(722,233)	$(779,165)
PAYGO Capital	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-
Net Total Gain/Loss	$(289,852)	$(330,398)	$(373,826)	$(418,888)	$(465,382)	$(513,357)	$(562,886)	$(614,160)	$(667,254)	$(722,233)	$(779,165)

Sewer Org.'s Projected Change in Fund Balance – Proposed Rates

Financial Summary	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
REVENUES											
Rate Revenue	900,000	989,100	1,087,021	1,194,636	1,312,905	1,442,883	1,486,169	1,530,754	1,576,677	1,623,977	1,672,696
Misc. Revenue	31,876	33,127	32,954	32,656	32,488	32,457	32,548	32,628	32,683	32,714	32,717
Total Revenue	**$931,876**	**$1,022,227**	**$1,119,975**	**$1,227,292**	**$1,345,393**	**$1,475,340**	**$1,518,717**	**$1,563,382**	**$1,609,360**	**$1,656,691**	**$1,705,413**
OPERATING EXPENSES											
O&M Expense	1,221,729	1,263,525	1,306,780	1,351,544	1,397,870	1,445,814	1,495,434	1,546,787	1,599,937	1,654,947	1,711,882
Existing Debt Service	-	-	-	-	-	-	-	-	-	-	-
New Debt Service	-	-	-	-	-	-	-	-	-	-	-
Lead Service Debt	-	-	-	-	-	-	-	-	-	-	-
Total Operating Exp.	**$1,221,729**	**$1,263,525**	**$1,306,780**	**$1,351,544**	**$1,397,870**	**$1,445,814**	**$1,495,434**	**$1,546,787**	**$1,599,937**	**$1,654,947**	**$1,711,882**
Net Operat. Gain/Loss	$(289,852)	$(241,298)	$(186,805)	$(124,252)	$(52,477)	$29,526	$23,283	$16,594	$9,423	$1,744	$(6,468)
PAYGO Capital	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-	$-
Net Total Gain/Loss	**$(289,852)**	**$(241,298)**	**$(186,805)**	**$(124,252)**	**$(52,477)**	**$29,526**	**$23,283**	**$16,594**	**$9,423**	**$1,744**	**$(6,468)**

Appendix D: Customer Bills Over Time with Proposed Rates

The following two tables[38] show a range of residential bills[39] on a monthly and a quarterly basis.

Proposed Rate Structure - Monthly	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
Low Use - 2,000 per Month											
Water (Volumetric)	18.64	20.37	22.27	24.34	26.60	29.08	29.95	30.85	31.77	32.73	33.71
Water (Fixed Fee; 5/8" Meter)		5.00	6.00	7.00	8.00	9.00	10.00	11.00	12.00	13.00	14.00
Sewer	1.74	1.91	2.10	2.31	2.54	2.79	2.87	2.96	3.05	3.14	3.23
Total	**$20.38**	**$27.29**	**$30.37**	**$33.65**	**$37.14**	**$40.87**	**$42.82**	**$44.81**	**$46.82**	**$48.87**	**$50.94**
Change ($)		*$6.91*	*$3.08*	*$3.28*	*$3.49*	*$3.73*	*$1.96*	*$1.98*	*$2.01*	*$2.04*	*$2.08*
Change (%)		*33.9%*	*11.3%*	*10.8%*	*10.4%*	*10.0%*	*4.8%*	*4.6%*	*4.5%*	*4.4%*	*4.2%*
Avg. Use - 5,000 per Month											
Water (Volumetric)	46.60	50.93	55.67	60.85	66.51	72.69	74.87	77.12	79.43	81.82	84.27
Water (Fixed Fee; 5/8" Meter)	-	5.00	6.00	7.00	8.00	9.00	10.00	11.00	12.00	13.00	14.00
Sewer	4.35	4.78	5.25	5.77	6.35	6.97	7.18	7.40	7.62	7.85	8.08
Total	**$50.95**	**$60.71**	**$66.92**	**$73.62**	**$80.85**	**$88.67**	**$92.06**	**$95.52**	**$99.05**	**$102.66**	**$106.35**
Change ($)		*$9.76*	*$6.21*	*$6.70*	*$7.23*	*$7.81*	*$3.39*	*$3.46*	*$3.54*	*$3.61*	*$3.69*
Change (%)		*19.2%*	*10.2%*	*10.0%*	*9.8%*	*9.7%*	*3.8%*	*3.8%*	*3.7%*	*3.6%*	*3.6%*
High Use - 8,000 per Month											
Water (Volumetric)	74.56	81.49	89.07	97.36	106.41	116.31	119.80	123.39	127.09	130.90	134.83
Water (Fixed Fee; 5/8" Meter)	-	5.00	6.00	7.00	8.00	9.00	10.00	11.00	12.00	13.00	14.00
Sewer	6.96	7.65	8.41	9.24	10.15	11.16	11.49	11.84	12.19	12.56	12.94
Total	**$81.52**	**$94.14**	**$103.48**	**$113.60**	**$124.56**	**$136.47**	**$141.29**	**$146.23**	**$151.29**	**$156.46**	**$161.77**
Change ($)		*$12.62*	*$9.34*	*$10.12*	*$10.97*	*$11.90*	*$4.82*	*$4.94*	*$5.06*	*$5.18*	*$5.30*
Change (%)		*15.5%*	*9.9%*	*9.8%*	*9.7%*	*9.6%*	*3.5%*	*3.5%*	*3.5%*	*3.4%*	*3.4%*

[38] Both tables come from the New Gen model.

[39] By "residential" it means 5/8" meters. Larger meters would have larger fixed fees.

Proposed Rate Structure - Quarterly	FY25	FY26	FY27	FY28	FY29	FY30	FY31	FY32	FY33	FY34	FY35
Low Use - 6,000 per Quarter											
Water (Volumetric)	55.92	61.12	66.80	73.02	79.81	87.23	89.85	92.54	95.32	98.18	101.12
Water (Fixed Fee; 5/8" Meter)	-	15.00	18.00	21.00	24.00	27.00	30.00	33.00	36.00	39.00	42.00
Sewer	5.22	5.74	6.30	6.93	7.61	8.37	8.62	8.88	9.14	9.42	9.70
Total	**$61.14**	**$81.86**	**$91.11**	**$100.95**	**$111.42**	**$122.60**	**$128.47**	**$134.42**	**$140.46**	**$146.60**	**$152.83**
Change ($)		*$20.72*	*$9.25*	*$9.84*	*$10.48*	*$11.18*	*$5.87*	*$5.95*	*$6.04*	*$6.13*	*$6.23*
Change (%)		*33.9%*	*11.3%*	*10.8%*	*10.4%*	*10.0%*	*4.8%*	*4.6%*	*4.5%*	*4.4%*	*4.2%*
Avg. Use - 15,000 per Quarter											
Water (Volumetric)	139.80	152.80	167.01	182.54	199.52	218.08	224.62	231.36	238.30	245.45	252.81
Water (Fixed Fee; 5/8" Meter)	-	15.00	18.00	21.00	24.00	27.00	30.00	33.00	36.00	39.00	42.00
Sewer	13.05	14.34	15.76	17.32	19.04	20.92	21.55	22.20	22.86	23.55	24.25
Total	**$152.85**	**$182.14**	**$200.77**	**$220.87**	**$242.56**	**$266.00**	**$276.17**	**$286.55**	**$297.16**	**$307.99**	**$319.06**
Change ($)		*$29.29*	*$18.63*	*$20.09*	*$21.69*	*$23.44*	*$10.17*	*$10.39*	*$10.61*	*$10.83*	*$11.07*
Change (%)		*19.2%*	*10.2%*	*10.0%*	*9.8%*	*9.7%*	*3.8%*	*3.8%*	*3.7%*	*3.6%*	*3.6%*
High Use - 24,000 per Quarter											
Water (Volumetric)	223.68	244.48	267.22	292.07	319.23	348.92	359.39	370.17	381.28	392.71	404.50
Water (Fixed Fee; 5/8" Meter)	-	15.00	18.00	21.00	24.00	27.00	30.00	33.00	36.00	39.00	42.00
Sewer	20.88	22.95	25.22	27.72	30.46	33.47	34.48	35.51	36.58	37.68	38.81
Total	**$244.56**	**$282.43**	**$310.44**	**$340.79**	**$373.69**	**$409.40**	**$423.87**	**$438.68**	**$453.86**	**$469.39**	**$485.30**
Change ($)		*$37.87*	*$28.01*	*$30.35*	*$32.91*	*$35.70*	*$14.47*	*$14.82*	*$15.17*	*$15.54*	*$15.91*
Change (%)		*15.5%*	*9.9%*	*9.8%*	*9.7%*	*9.6%*	*3.5%*	*3.5%*	*3.5%*	*3.4%*	*3.4%*

Appendix E: Alternative Borrowing Costs

Preliminary, As of December 5, 2024

Village of Niles, Illinois

Water System Revenue Bonds, Series 2025

Dated: April 9, 2025

$69.6 Million Water Project / 30 Year Term / Tax Exempt

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	DSR	Net New D/S
12/01/2025	2,210,000.00	5.000%	2,243,311.11	4,453,311.11	-	4,453,311.11
12/01/2026	1,080,000.00	5.000%	3,370,500.00	4,450,500.00	-	4,450,500.00
12/01/2027	1,135,000.00	5.000%	3,316,500.00	4,451,500.00	-	4,451,500.00
12/01/2028	1,190,000.00	5.000%	3,259,750.00	4,449,750.00	-	4,449,750.00
12/01/2029	1,250,000.00	5.000%	3,200,250.00	4,450,250.00	-	4,450,250.00
12/01/2030	1,315,000.00	5.000%	3,137,750.00	4,452,750.00	-	4,452,750.00
12/01/2031	1,380,000.00	5.000%	3,072,000.00	4,452,000.00	-	4,452,000.00
12/01/2032	1,450,000.00	5.000%	3,003,000.00	4,453,000.00	-	4,453,000.00
12/01/2033	1,520,000.00	5.000%	2,930,500.00	4,450,500.00	-	4,450,500.00
12/01/2034	1,600,000.00	5.000%	2,854,500.00	4,454,500.00	-	4,454,500.00
12/01/2035	1,680,000.00	5.000%	2,774,500.00	4,454,500.00	-	4,454,500.00
12/01/2036	1,760,000.00	5.000%	2,690,500.00	4,450,500.00	-	4,450,500.00
12/01/2037	1,850,000.00	5.000%	2,602,500.00	4,452,500.00	-	4,452,500.00
12/01/2038	1,940,000.00	5.000%	2,510,000.00	4,450,000.00	-	4,450,000.00
12/01/2039	2,040,000.00	5.000%	2,413,000.00	4,453,000.00	-	4,453,000.00
12/01/2040	2,140,000.00	5.000%	2,311,000.00	4,451,000.00	-	4,451,000.00
12/01/2041	2,250,000.00	5.000%	2,204,000.00	4,454,000.00	-	4,454,000.00
12/01/2042	2,360,000.00	5.000%	2,091,500.00	4,451,500.00	-	4,451,500.00
12/01/2043	2,480,000.00	5.000%	1,973,500.00	4,453,500.00	-	4,453,500.00
12/01/2044	2,605,000.00	5.000%	1,849,500.00	4,454,500.00	-	4,454,500.00
12/01/2045	2,735,000.00	5.000%	1,719,250.00	4,454,250.00	-	4,454,250.00
12/01/2046	2,870,000.00	5.000%	1,582,500.00	4,452,500.00	-	4,452,500.00
12/01/2047	3,015,000.00	5.000%	1,439,000.00	4,454,000.00	-	4,454,000.00
12/01/2048	3,165,000.00	5.000%	1,288,250.00	4,453,250.00	-	4,453,250.00
12/01/2049	3,320,000.00	5.000%	1,130,000.00	4,450,000.00	-	4,450,000.00
12/01/2050	3,490,000.00	5.000%	964,000.00	4,454,000.00	-	4,454,000.00
12/01/2051	3,665,000.00	5.000%	789,500.00	4,454,500.00	-	4,454,500.00
12/01/2052	3,845,000.00	5.000%	606,250.00	4,451,250.00	-	4,451,250.00
12/01/2053	4,040,000.00	5.000%	414,000.00	4,454,000.00	-	4,454,000.00
12/01/2054	4,240,000.00	5.000%	212,000.00	4,452,000.00	(4,454,500.00)	(2,500.00)
Total	**$69,620,000.00**	-	**$63,952,811.11**	**$133,572,811.11**	**(4,454,500.00)**	**$129,118,311.11**

2025 WR Bonds Water Project | SINGLE PURPOSE | 12/ 5/2024 | 1:37 PM

Speer Financial, Inc.

Preliminary, As of December 5, 2024

Village of Niles, Illinois

General Obligation Bonds, Series 2025

Dated: April 9, 2025

$69.6 Million Water Project / 30 Year Term / Tax Exempt

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S
12/01/2025	2,045,000.00	5.000%	2,079,300.00	4,124,300.00	4,124,300.00
12/01/2026	1,000,000.00	5.000%	3,124,250.00	4,124,250.00	4,124,250.00
12/01/2027	1,050,000.00	5.000%	3,074,250.00	4,124,250.00	4,124,250.00
12/01/2028	1,105,000.00	5.000%	3,021,750.00	4,126,750.00	4,126,750.00
12/01/2029	1,160,000.00	5.000%	2,966,500.00	4,126,500.00	4,126,500.00
12/01/2030	1,220,000.00	5.000%	2,908,500.00	4,128,500.00	4,128,500.00
12/01/2031	1,280,000.00	5.000%	2,847,500.00	4,127,500.00	4,127,500.00
12/01/2032	1,345,000.00	5.000%	2,783,500.00	4,128,500.00	4,128,500.00
12/01/2033	1,410,000.00	5.000%	2,716,250.00	4,126,250.00	4,126,250.00
12/01/2034	1,480,000.00	5.000%	2,645,750.00	4,125,750.00	4,125,750.00
12/01/2035	1,555,000.00	5.000%	2,571,750.00	4,126,750.00	4,126,750.00
12/01/2036	1,635,000.00	5.000%	2,494,000.00	4,129,000.00	4,129,000.00
12/01/2037	1,715,000.00	5.000%	2,412,250.00	4,127,250.00	4,127,250.00
12/01/2038	1,800,000.00	5.000%	2,326,500.00	4,126,500.00	4,126,500.00
12/01/2039	1,890,000.00	5.000%	2,236,500.00	4,126,500.00	4,126,500.00
12/01/2040	1,985,000.00	5.000%	2,142,000.00	4,127,000.00	4,127,000.00
12/01/2041	2,085,000.00	5.000%	2,042,750.00	4,127,750.00	4,127,750.00
12/01/2042	2,190,000.00	5.000%	1,938,500.00	4,128,500.00	4,128,500.00
12/01/2043	2,300,000.00	5.000%	1,829,000.00	4,129,000.00	4,129,000.00
12/01/2044	2,410,000.00	5.000%	1,714,000.00	4,124,000.00	4,124,000.00
12/01/2045	2,535,000.00	5.000%	1,593,500.00	4,128,500.00	4,128,500.00
12/01/2046	2,660,000.00	5.000%	1,466,750.00	4,126,750.00	4,126,750.00
12/01/2047	2,795,000.00	5.000%	1,333,750.00	4,128,750.00	4,128,750.00
12/01/2048	2,930,000.00	5.000%	1,194,000.00	4,124,000.00	4,124,000.00
12/01/2049	3,080,000.00	5.000%	1,047,500.00	4,127,500.00	4,127,500.00
12/01/2050	3,235,000.00	5.000%	893,500.00	4,128,500.00	4,128,500.00
12/01/2051	3,395,000.00	5.000%	731,750.00	4,126,750.00	4,126,750.00
12/01/2052	3,565,000.00	5.000%	562,000.00	4,127,000.00	4,127,000.00
12/01/2053	3,745,000.00	5.000%	383,750.00	4,128,750.00	4,128,750.00
12/01/2054	3,930,000.00	5.000%	196,500.00	4,126,500.00	4,126,500.00
Total	**$64,530,000.00**	-	**$59,277,800.00**	**$123,807,800.00**	**$123,807,800.00**

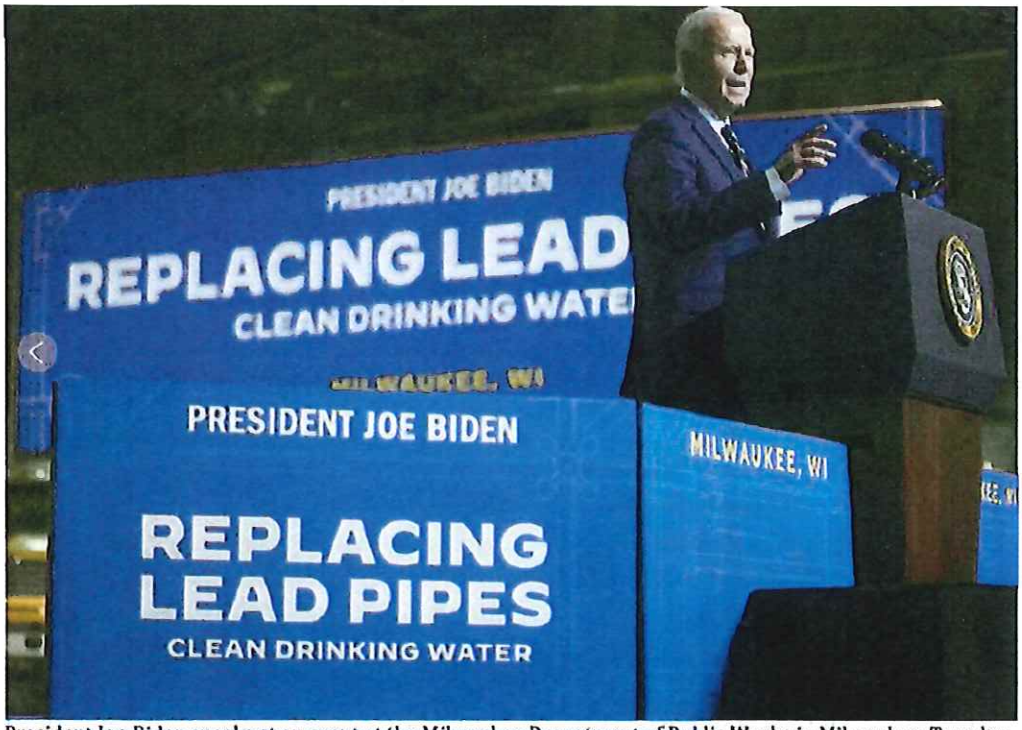
2025 GO Bonds Water Project | SINGLE PURPOSE | 12/ 5/2024 | 1:36 PM

Speer Financial, Inc.

Appendix F: Deadline Set To 10 Years in October 2024

The following is the beginning of an article showing that replacing lead service lines must be done in a ten (10) year window. It was distributed to the Finance Committee on November 5, 2024. The full article can be found at: Biden sets 10-year deadline for US cities to replace lead pipes nationwide | AP News (https://apnews.com/article/lead-pipes-epa-flint-biden-wisconsin-4aae63134894762cbe904ee460e62708)

Biden sets 10-year deadline for US cities to replace lead pipes nationwide



President Joe Biden speaks at an event at the Milwaukee Department of Public Works in Milwaukee, Tuesday, Oct. 8, 2024, to discuss his administration's progress in replacing lead pipes in Wisconsin and across the country. (AP Photo/Susan Walsh)

BY MATTHEW DALY AND MICHAEL PHILLIS
Updated 4:20 PM CDT, October 8, 2024

WASHINGTON (AP) — A decade after the Flint, Michigan, water crisis raised alarms about the continuing dangers of lead in tap water, President Joe Biden on Tuesday set a 10-year deadline for cities across the nation to replace their lead pipes, finalizing an aggressive approach aimed at ensuring that drinking water is safe for all Americans.

Appendix G: IML Lead Service Line Replacement Article[40]

October 16, 2024

ILLINOIS MUNICIPAL LEAGUE



USEPA LEAD AND COPPER RULE IMPROVEMENTS

On October 8, 2024, the U.S. Environmental Protection Agency (USEPA) issued final Lead and Copper Rule Improvements (LCRI), which will require the vast majority of community water supplies in the United States to identify and replace lead service lines within 10 years. Some larger cities, including the City of Chicago, will have 20 years. Compliance begins three years after the date of the rule's publication in the Federal Register, meaning that the 10-year replacement period would begin on the date of compliance in 2027.

Alongside the final LCRI, USEPA announced $2.6 billion in available funding for drinking water infrastructure through the Bipartisan Infrastructure Law, of which $76.5 million has been designated for Illinois. The funding will flow through the Drinking Water State Revolving Fund and is available to support lead pipe replacement and inventory projects. Forty-nine percent of the funding must be used for disadvantaged communities as grant funding or principal forgiveness. For an additional resource to the list of funding mechanisms specified in this fact sheet, USEPA has developed a dedicated webpage, "Identifying Funding Sources for Lead Service Line Replacement,"[1] that provides more information about funding.

LEAD SERVICE LINE REPLACEMENT AND NOTIFICATION ACT

In 2021, the State of Illinois passed Public Act 102-0613, which created the Lead Service Line Replacement and Notification Act. The Act requires owners or operators of community water supplies, such as municipalities, to develop and maintain a complete material inventory of lead service lines, and to implement a comprehensive plan for the replacement of those lines according to prescribed timelines based on the number of lead service lines reported in the material inventory. Once LCRI compliance begins, in 2027, federal LCRI requirements will supersede the state Act. On October 16, 2024, IML sent a letter to the Illinois Congressional Delegation[2] explaining the consequences of the LCRI's 10-year timeline and requesting that states that already have lead service line replacement requirements, specifically Illinois, be exempt from LCRI.

The remainder of this fact sheet provides a general overview of the Act and the duties and responsibilities of municipal officials and owners or operators of a community water supply.

TABLE 1

INVENTORY AND REPLACEMENT PLAN TIMELINE
April 15, 2022 – Initial Material Inventory Completed
April 15, 2023 – Updated Material Inventory Submitted to Illinois Environmental Protection Agency (IEPA)
April 15, 2024 – Final Material Inventory and Initial Replacement Plan Submitted to IEPA*
April 15, 2025 – April 15, 2027 – Updated Replacement Plan Submitted to IEPA by April 15 Annually
April 15, 2027 – Final Replacement Plan Submitted to IEPA

*Community water suppliers may apply for an extension for submission of the final material inventory to IEPA, but must do so no later than January 15, 2024, to be considered.

[1] [illegible]
[2] [illegible]

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MATERIAL INVENTORY

The Act requires community water suppliers to complete an initial material inventory by April 15, 2022, and provide an updated material inventory to IEPA by April 15, 2023. A final material inventory must have been submitted to IEPA no later than April 15, 2024. The inventory must have reported the composition of all lead service lines in the water distribution system, whether they are suspected, known or unknown. An extension to submit the final inventory may be granted by IEPA, but the community water supplier must have applied for an extension no later than January 15, 2024, to be considered. (See Table 1.)

During the creation of the material inventory, the community water supplier is required to maintain a record of persons refusing to grant access to the interior of a building for purposes of identifying the material of the water service lines within. The community water supplier must also notify building owners and occupants of the existence of lead service lines connected to the building within 15 days of that discovery.

REPLACEMENT PLAN

Separate from the material inventory report, each community water supplier that has known or suspected lead service lines must have submitted an initial written replacement plan to IEPA no later than April 15, 2024. This must be updated and resubmitted annually by April 15 until a final plan is submitted for approval no later than April 15, 2027. The community water supplier must post the most recently submitted plan on their website or request that it be posted on IEPA's website.

REQUIRED COMPONENTS OF A REPLACEMENT PLAN

A plan must address:

- The name and identification number of the community water supply;
- The total number of service lines connected;
- The total number of suspected lead service lines connected;
- The total number of known lead service lines connected;
- Whether the line is or was connected downstream to lead piping;
- How each lead service line will be replaced;
- The total number of lead service lines that have been replaced each year since 2020; and,
- An analysis of costs and financing options for replacing the lines connected to the distribution system.

A plan should also include a proposed lead service line replacement schedule that includes one-year, five-year, 10-year, 15-year, 20-year, 25-year and 30-year goals, if applicable; a plan for prioritizing high-risk facilities; a map of the areas where lead service lines are expected to be found; and, the sequence with which those areas will be inventoried and lead service lines replaced.

Additionally, a plan should contain measures for how the community water supplier will inform the public of the plan and provide opportunity for public comment, as well as measures to encourage diversity in workforce hiring required to implement the plan.

The Act allows community water suppliers to request an extension for submitting a final replacement plan to IEPA no less than three months prior to the April 15, 2027, due date. IEPA shall develop criteria for granting replacement plan extensions.

Water & Sewer Rate Study Author's Note: Although the opening paragraph two pages back in this IML article was updated to the 10 year rule, Table 2 below was not updated and is no longer accurate.

REPLACEMENT OF LINES

The replacement schedule is dependent upon the number of inventoried lead service lines in the community water supply distribution system. IEPA may grant an extension* of additional time of up to 20% of the original replacement timeline and, in situations of extreme hardship, IEPA may consider a second extension* of up to 10% of the original replacement timeline. **The replacement schedule is detailed in Table 2 and begins upon the submission of a final replacement plan, which is due no later than April 15, 2027.**

TABLE 2

NUMBER OF LEAD SERVICE LINES in the community water supply distribution system	TIMELINE TO COMPLETE REPLACEMENT PLAN* (following plan submission deadline of April 15, 2027)
less than 1,200	within 15 years (2042) at a rate of no less than 7% per year
1,201-4,999	within 17 years (2044) at a rate of no less than 6% per year
5,000-9,999	within 20 years (2047) at a rate of no less than 5% per year
10,000-99,999	within 34 years (2061) at a rate of no less than 3% per year
100,000 or more	within 50 years (2077) at a rate of no less than 2% per year

Partial lead service line replacements are expressly prohibited, unless an emergency repair affects a lead line or the owner or occupant of the building does not cooperate in order to replace the entire line at that time. In that situation, the owner or operator of a community water supply must then notify the residents of the repair, provide water filters and, additionally, replace the remaining portion of the service line within 30 days of the repair or within 120 days in the event of weather or other circumstances beyond reasonable control that prohibit replacement.

Unless the adjoining lines are being replaced with state grant funding, a municipality may require a private property owner to pay to replace the service lines on that private property. In the event the community water supplier receives grant funding from the state, the Act requires them to bear the entire expense of full lead service line replacement for all lead service lines *within the scope of the grant*. The Act also requires that community water suppliers make a good faith effort to utilize contractors and vendors pursuant to the Business Enterprise for Minorities, Women and Persons with Disabilities Act (commonly known as BEP), for no less than 20% of the total contracts.

The Act provides broad liability protection to the owners and operators of a community water supply for all damage to property when replacing or installing a service line.

All lead service line replacements are considered public works projects and subject to the Prevailing Wage Act.

PROVIDING NOTICE



The community water supplier must attempt to contact the owner of a potentially affected building by mail, 45 days in advance of conducting a planned lead service line replacement.

If the owner of the affected building does not respond to the request within 15 days after the request is sent, the community water supplier shall attempt to post the request on the entrance of the affected building.

A community water supplier shall request the owner of an affected building who does not allow access to replace private lines to sign a waiver developed by IEPA. The Act provides required information on lead service line replacement to be included in written notices. Required notifications must contain general notice information in English, Spanish, Polish, Chinese, Tagalog, Arabic, Korean, German, Urdu and Gujarati.

FUNDING MECHANISMS

Absent direct state or federal funding, community water suppliers will be responsible for paying for the costs associated with the replacement of lead service lines within their water distribution systems. If a community water supplier is

Water & Sanitary Sewer Rate Study

The Niles FY26-FY30+ Water Fund Revenue Plan

Summary

- The Village's water system needs an additional $83.6 million for a new pumping station and an unfunded lead service line replacement mandate. New revenue will be needed to pay for these.
- Water rates and sanitary sewer rates are not designed to make a profit, as they would if they were run by a company such as Aqua Illinois or Illinois American. Instead, they are designed to cover only operations and capital costs. Only paying for costs keeps rates lower but allows little flexibility in rates.
- As the Water Fund does not have the money needed for these two projects, higher rates are needed immediately to qualify for the limited 0% loans that will lower the overall costs borne by ratepayers. As there is no guarantee that such 0% loans will be available later, it is important to capture these savings now through long-term rates sufficient to make those future debt payments. Issuing bonds at current rates would cost an additional $45-$50 million in interest costs that would be borne by additional rates on utility billing customers.
- Delaying rate increases further increases costs and rates more than necessary later as there will be more municipal competition for the few well qualified firms that perform lead service line replacements. Additionally, further rate delays might violate the best practice of intergenerational equity, as those receiving the service now should be paying for it, not subsequent residents.
- Niles water rates are currently based solely on the volume of water. Industry practices and articles show that at least a quarter (25%) of revenue should come from fixed fees (i.e. user charge) based upon meter size to promote equity and revenue stability. Phasing to that level will take many years to achieve but will reduce the size of (but not eliminate) future volumetric rate increases.
- The rates proposed here are still around $20 less per month than average other area municipal rates. That is even more impressive since some of these other municipalities either supply water outside of their borders, thus subsidizing their residents like Aqua Illinois used to do for Niles, or don't have a lead service line issue.
- These rates should be passed in the January Board meeting to
  (1) qualify for 0% loans and, thus, to lower overall rate increases,
  (2) meet the 2025 IEPA State Revolving Fund (SRF) loan application period, and
  (3) allow time to educate about the new rate structure before it goes into effect at the start of May.

Kent Oliven, CPA

December 6, 2024

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I. Introduction

The Village of Niles ("the Village") has some very large Water Fund upcoming projects on top of its normal obligations that it does not have the current resources to meet under its current fund balance and utility billing rate structure. A revised funding structure to meet these needs is needed.

When water and sanitary sewer rates were marginally increased for the first time in many years in 2022, I (Finance Director & Treasurer Kent Oliven[1]) made a promise to the Finance Committee and the Village Board that although more increases were likely needed soon, a water and sanitary sewer rate study would accompany the next recommended rate change. This rate study[2] is the result of that promise.

In the two subsequent years since then the engineering CDM Smith worked with Public Works to assess the state of the lead service lines in the Village. Then CDM Smith wrote, with help from Public Works and me, the Village's initial plan to address those lines. That plan was submitted to the Illinois Environmental Protection Agency ("IEPA") by the April 15, 2024 deadline.

While that work was being done, the Village hired[3] New Gen Solutions LLC ("New Gen") to build a scenario modeling tool in Excel and they began that work. Building a dynamic modeling tool that takes into consideration the Village's expense and fund balance history while allowing different possible capital spending plans is very complicated, as there is a lot of Niles specific data needed. New Gen made major changes multiple times based upon my feedback. New Gen completed the final version of that modeling tool on November 18, 2024. Scenario analysis then began to find the best balance between spreading out rate increases over a longer period to help current customers, while bringing in the revenue necessary to lower overall costs by securing lower replacement costs and interest rates.

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[1] My water and sanitary sewer study report work began with the 2008 survey for Palos Park, which I worked extensively on with the engineering firm AB&H, a Donohue Group.

[2] Author's acknowledgements: This rate study would not have been possible without the work product of two Village vendors, specifically the modeling tool created by New Gen Solutions LLC and the needs analysis within the Village's LSLR plan led by CDM Smith. Just as important, a lot of Village staff helped supply needed information. I especially want to thank for their input former Public Works Director Tom Powers, current Public Work Director Steve Quinn, Village Engineer Tim O'Brien, Utilities Superintendent Ron Strzelecki, Water Plant Supervisor Jeff Gattuso, Assistant to the Village Manager Conor Schultz, Village Clerk Denise Mc Creery, Purchasing Manager Susan Bus, Utility Billing Coordinator Teresa Wywrot, Accounting Assistant Jenn Trunco, Administrative Assistant Joy Athanasiou, and Management and Budget Analyst Maya Gudas.

[3] Due to extensive Public Works management turnover at the time, I was asked to find outside help. Purchasing Manager Susan Bus and Assistant to the Village Manager Conor Schultz (who was the Management and Budget Analyst at the time) helped me create a water fund funding scenario tool request for qualifications (RFQ) to help determine the companies that were qualified to understand out needs, which was issued February 22, 2023 and was due by March 8, 2023. Firms that submitted a response were reviewed and New Gen Solutions LLC ("New Gen") was selected by staff. It went to the Public Works Committee on March 27, 2023 and April 21, 2023 and then was passed as Resolution 2023-51R by the Village Board on April 25, 2023.

The rate and fee proposal in this water and sanitary sewer study is a result of that scenario analysis. Starting with this report, the Village will move towards the best practice of using water and sanitary sewer rate studies to analyze its needs and to help the Village create the rates needed to maintain the utility properly.

This rate study report will begin with the Water Fund's needs and then establish that the current rates do not meet those needs. Needed revenue model structural changes will follow. A five fiscal year proposed rate structure, with automatic escalators for subsequent years, to be passed by ordinance will be laid out. This study will conclude with the results of that rate structure.

II. Water System Needs

The water system has immediate needs in the form of two large projects, as well as maintaining normal operations. This section will go through all three.

A. Lead Service Line Replacement (LSLR)

1. LSLR Project Costs

The U.S. EPA and Illinois EPA lead service line replacement (LSLR) standards are unfunded mandates. The government has required that planning is for any lines known as either containing lead or unknown. When the Village filed its state mandated Lead Service Line Replacement (LSLR) Plan by April 15, 2024, there were 4,100 such lines. At the time it was estimated that they would cost $15,000 per line, but, based upon more recent bids elsewhere, the new estimate is $17,000 per line. Multiplying these gives a present value unfunded mandate that needs to be funded at a present value of $69.7 million.

Inflation will increase that amount over time in nominal dollars. As there is only a certain amount of current capacity from those firms qualified to do the work and many municipal utilities have not yet started replacing their lead service lines, it is possible that future demand will increase pricing past inflation.

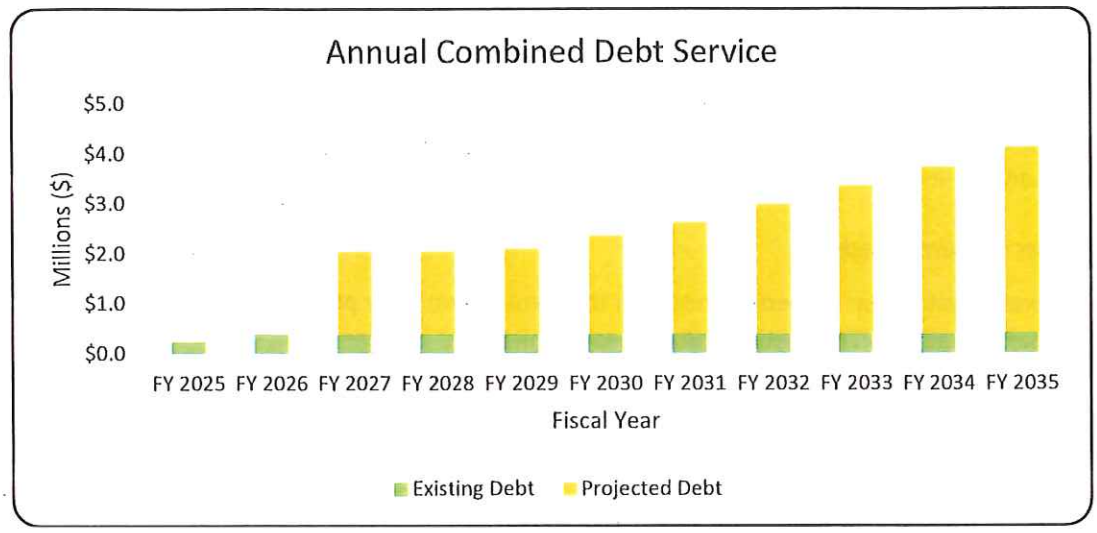
As mentioned in the Introduction, the Village hired CDM Smith Engineering firm to help identify lead service lines and to help the Village create LSLR plan. That final material inventory and initial replacement plan was submitted to the IEPA by the April 15, 2024 deadline; An updated replacement plan must be submitted to the IEPA for the next three years at which point the federal legislation replaces the state law. While this rate study and the subsequent ordinance is designed to increase revenues necessary to replace lead service lines, it is this Village LSLR plan, as executed by Public Works, that with dictate the use of a large portion of those revenues.

2. LSLR Borrowing Costs

a. Dramatic Increase in Borrowing

The Village has not saved for the LSLR project. To put $69.7 million into perspective, in the Village's most recent audit year, FY23, the Water Fund, excluding depreciation, sanitary sewer, and storm sewer costs, had $9.1 million in expenses.

Below is a graph[4] of projected Water Fund debt levels. This graph excludes the current IEPA SRF loans that are related to stormwater, as stormwater has a different funding mechanism in Niles.



b. Illinois EPA State Revolving Fund Loans

To meet U.S. EPA and Illinois EPA ("IEPA") standards, the Village must take out IEPA State Revolving Fund ("SRF") zero or low interest rate[5] loans. Without rates to support those debt payments, the Village would not be granted those loans.

c. Costs of Alternative Borrowing

If Niles did not qualify for the IEPA SRF loans due to not having utility billing revenues sufficient to make those loan repayments, private loans would need to take place. Assuming that bank qualified debt was not issued[6], these loans would either be a revenue-only bond that would only be the obligation of the Water Fund (like the IEAP SRF loan) or a general obligation (G.O.) loan that is backed by the full faith and credit of the Village of Niles (i.e. General Fund assets, which can come from any revenue source). I have asked our Municipal Advisor (M.A.) who has a fiduciary duty to the Village to look at what each kind of bond would be if $69.6 million were issued December 5, 2024 (when this paragraph was written).

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[4] This graph comes from the model built for the Village by NewGen Strategies, referenced elsewhere in this report.

[5] For LSLR loans, the State of Illinois intends to make these zero percent (0%) loans, but if future funding budget at the level to meet that goal, the normal SRF loans would still be at lower interest rates than general obligation ("G.O.") loan rates.

[6] The Village's total need exceeds the annual bank qualified (BQ) loan cap of $10 million. Although the total LSLR needs could likely be spread out annually during the 10-year window, it would be difficult to do so and there might not be enough demand. These make this scenario unlikely.

Looking first at the revenue-only bond issue, the total cost would be $129,118,311.11[7] at an all-inclusive cost (AIC) of 4.454%. In one respect this is the best comparison as, like an SRF loan, it is only based upon utility revenue. However, a revenue-only bond is unlikely if the Village doesn't qualify for the IEPA SRF loan as the same revenue stream would be compared for both.

If the Village backs the bond with its full faith and credit by giving it G.O. status, the total cost would be $123,807,800[7]. This is slightly less than the revenue only bond due to the increased financial risk burden taken on by the General Fund and, ultimately, the Village's taxpayers. That AIC is 4.334%.

Whether it is $129 million or $124 million, the $69.6 million of total costs at 0%[5] interest rate for the IEPA SRF LSLR loans is highly preferable as it will keep long term rates much lower. The catch is that it means approving a longer-term utility billing rate structure high enough to secure these loans.

The calculations for these loan alternatives are found in Appendix E: Alternative Borrowing Costs.

B. Golden Forties Demand New Pumping Station at Four Flaggs

The northern portion of the Village known as the Golden Forties has had difficulty maintaining proper fire flows and pressure. Additionally, there was a recent chlorine residual standard that changed from 0.25 parts per million to 0.5 parts per million. At the current pressure level, it has been increasingly difficult to maintain that new unfunded chlorine level mandate. The Golf Mill Mall redevelopment agreement (RDA) recently passed by the Village Board includes new multistory commercial buildings, which will exacerbate the existing problems.

To examine the issue and propose a solution, the Village hired engineering firm Strand Associates. On September 5, 2024, they issued a report that recommends a new Four Flaggs Pumping station and installing pressure reducing valves (PRVs). The Phase 1[8] cost is estimated at $13,942,600.

At the November 5, 2024 Finance Committee meeting I, as the Finance Director under direction from the Village's Fund Balance Policy, made a recommendation for the FY23 General Fund's excess fund balance. As part of that recommendation, which was recommended unanimously, the General Fund was to give/loan[9] $13 million to the Water Fund for this project. The Water Fund needs revenue to meet annual $1 million repayments for the next 13 years. Obviously, if the Village were to take out debt for this project, there would be additional interest costs that would need to be paid for with additional utility billing revenue.

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[7] This is in nominal dollars, which would be slightly inflated from preferred present value dollars. Unfortunately, moving it back to present value introduces complications beyond the scope of this analysis.

[8] According to Public Works Director Stephen Quinn, there is only Phase I.

[9] From the General Funds' point of view, it is a gift. However, from the Water Fund's point of view, it is akin to a 0% interest rate loan, as that fund will make 13 annual $1 million payments to the public safety pension funds to put downward pressure on future police pension and fire pension property tax increases.

C. Operations

All other normal operating costs and capital upgrades still must be funded with water rates. Some of these include water purchase, labor, equipment, vehicles, utilities, leak surveys, utility billing software, water management software, and capital upgrades.

The 2024 Supreme Court decision in Looper Bright Enterprises vs. Raimondo ("Looper decision") overturned the Chevron deference and could lead to higher legal expenses and regulatory compliance efforts to meet statutory requirements. It could also lead to slowdowns on implementing capital improvements.

Capital upgrades traditionally have been repairing water breaks, replacing water mains, or, in rare cases, expanding water mains. More recently water main lining has been introduced to the Village's water system as a more economical (but more complicated) way to extend the use of existing water mains.

If a water main lasts fifty years, then 1/50th, or 2%, of all Village water mains should be replaced annually. That rate of replacement has not happened in the past, leading to deferred capital needs. The water rates recommended within this document do not directly address this deficit[10], as the two capital issues listed above are an overwhelming financial burden that must be addressed first. See the IV.C.4 Long-Term Capital Funding Beyond LSLR section below for the addressing of this capital replacement deficiency over the long term.

Finally, the EPA's Final Per-and-polyfluoroalkyl substances (PFAS) National Primary Drinking Water Regulation[11] was released on April 10, 2024. It contains initial monitoring within three years (2027) and compliance in five years (2029). While the requirements must be met "upstream" (i.e. the City of Evanston and/or MGN), the proportional additional costs ascribed to the Village of Niles will be borne by the Water Fund.

III. Current Rates Are Insufficient

Unfortunately, the current water and sanitary sewer rates are nowhere near large enough for the needs established above. This section will show how current rates came about, why they have not kept up with overall inflation or, more specifically, with the Village's costs. Then it will show that the rates that are proposed later in this report will still be around twenty dollars ($20) per month lower than comparable community utilities – some of which have additional revenue streams, no sewers maintained by rates, or little to no lead service line issues.

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[10] The model used in this study assumes $2 million per year for water mains.

[11] Per- and Polyfluoroalkyl Substances (PFAS) | US EPA (https://www.epa.gov/sdwa/and-polyfluoroalkyl-substances-pfas)

A. Prior Increases Stopped

19 of the 20 fiscal years from FY 1997 to FY 2016 had Village of Niles water rate increases. The last 7 of these increases averaged 11.92% per year, with one of those years seeing a 20% increase. Had the Village continued annual rate increases at half of those last 7 increases, the current water rate would be $14.19 per thousand gallons, 68% more than the current rate. If the Village, instead, had continued the annual increases at the same average annual rate increase from those prior 20 fiscal years, the current water rate would be $15.34 per thousand gallons, 82% more than the current rate. In both cases there would be no need for increases now, as those rates would have created a surplus over those years.

Similarly, in the past eight and a half years the sewer rate has only seen one 13 cent (16%) increase, almost three years ago[12].

B. Loss of Revenue Subsidy

While water rates stopped increasing, the Village lost its largest customer, Aqua Illinois, which used to purchase over 70,000 gallons per month for servicing unincorporated areas of Maine Township. The Village has another large customer that has reduced its monthly purchase by almost 5,000 gallons per month in the last year. This lost seventy-five thousand gallons per month of water purchases used to subsidize all other customers. There are no large potential new customers to make up any of that demand. To maintain revenues, the Village should have increased rates to market rates.

C. Rates Have Not Kept Up with Inflation Measures

In the nine and a half years since the June 2015 water rate increase, there was only a single one-time 3.3% increase to $9.32 per thousand gallons. Inflation, as measured by the CPI-U, went up 32.3%[13]. Although it will be a little understated as it measures calendar year, from 2015 through 2023 the Illinois Municipal Price Index went up 25.2% and the Illinois Municipal Price Index breakout for Water/Sewer departments went up 25.7%. These inflation measures range from 7.6 to 9.7 times larger than the water rate increases. Through the remaining six months of this fiscal year all three inflation indexes here will increase further than shown above while rates stay the same.

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[12] The June 2016 rate was $0.75 per 1,000 gallons and was increased to $0.87 on January 2022, as seen on the Village's website.

[13] Through October 2024. See the U.S. Bureau of Labor Statistics CPI Inflation Calculator at CPI Inflation Calculator (https://www.bls.gov/data/inflation_calculator.htm?ss=P) for subsequent increases.

AE2S Nexus has an annual rate survey for ten states to the north and west of Illinois[14] and this year they received responses from 115 systems serving populations over 5,000 people. For utilities serving a population of 20,001 to 50,000, the last three years of water rate increases were 6.5% (2024)[15], 7.7% (2023)[16], and 6.3% (2022)[17], while the last three wastewater rates increased 6.5% (2024), 7.6% (2023), and 8.4% (2022). The 2024 survey summary (see link in footnote) has a graph for all systems serving 5,000 people or more that shows the rate increases for each utility exceeding the CPI-U.

D. Rates Have Not Kept Up with Cost Increases

As an alternative to comparing the Village's 3.3% rate increase since June 2015 with inflation indexes, it makes sense to see how that rate increase compares with costs. Two of the larger costs that can be compared are wholesale water purchases and wages.

1. Water Purchases

The Village's wholesale rates during the same period, which were from Chicago and now from MGN during that period, went up 10.1%, considerably lower than inflation. These wholesale rates would have gone up 23.4%, more in line with the above municipal inflation rates if Chicago had continued to be Niles's wholesale supplier. See Appendix B Wholesale Rates Go Up, But Less Than What They Would Have Been for more details on these savings.

Going into the future, the City of Evanston is upgrading a lot of their water supply infrastructure and as those programs come online the MGN, and thus the Village, will have to pay those additional costs. For example, Evanston has been working on installing a brand new sixty inch (60") intake pipe. When that pipe goes into service next year, the Village of Niles will start paying its portion of that new debt.

What will be the result of these City of Evanston projects? It is likely that the four percent (4%) annual wholesale rate cap in MGN's contract with Evanston will be invoked annually for many years to come. So, while recent wholesale rate increases have been below inflation, it is likely that future ones will exceed it for at least the next five years.

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[14] These states are Iowa, Minnesota, Montana, Nebraska, North Dakota, South Dakota, Utah, Wisconsin, and Wyoming.

[15] Annual Utility Rate Survey: 2024 Observed Trends - AE2S Nexus (https://www.ae2snexus.com/annual-utility-rate-survey-2024-observed-trends/)

[16] 2023 Utility Rate Survey Results - AE2S Nexus (https://www.ae2snexus.com/2023-utility-rate-survey-results/)

[17] 2022 Utility Rate Survey Results - AE2S Nexus (https://www.ae2snexus.com/2022-utility-rate-survey-results/)

2. Wages

Wages have increased significantly more than wholesale water rates. The local CPI-W wage index went up 29.1% from June 2015 through October 2024[18] and will rise further in the six months until the next possible rate change in May 2025. The most recent twelve (12) month increase (through October 2024) was 3.8%.

Niles labor rates for the Water Fund are more difficult to calculate, as there are exempt employees and employees of two different unions. In the most recent union contract the intra-step wage increase is 2.50%, but that hides the effect of the steps that employees earn. For example, within the current non-supervisory Local 150 collective bargaining agreement ("CBA") a service worker hired in FY23 would see a 22.14% higher wage four years later in FY27, an average wage increase of 5.13% per year.

3. Other Costs

In addition to the lead service line replacement mandate, there are many other unfunded mandates. For example, testing requirements have been increasing. The requirements of finding lost water in the system have been getting stricter, which has caused the Village to start to implement airplane fly overs to look for excess water. More flushing has been needed in the low flow areas to meet that new chlorine residual unfunded mandate. The average age of the entire water and sanitary sewer infrastructure system is getting older. Cybersecurity requirements are rapidly growing. All these mandates and additional costs have put further financial strain on the system.

E. Comparable Rates

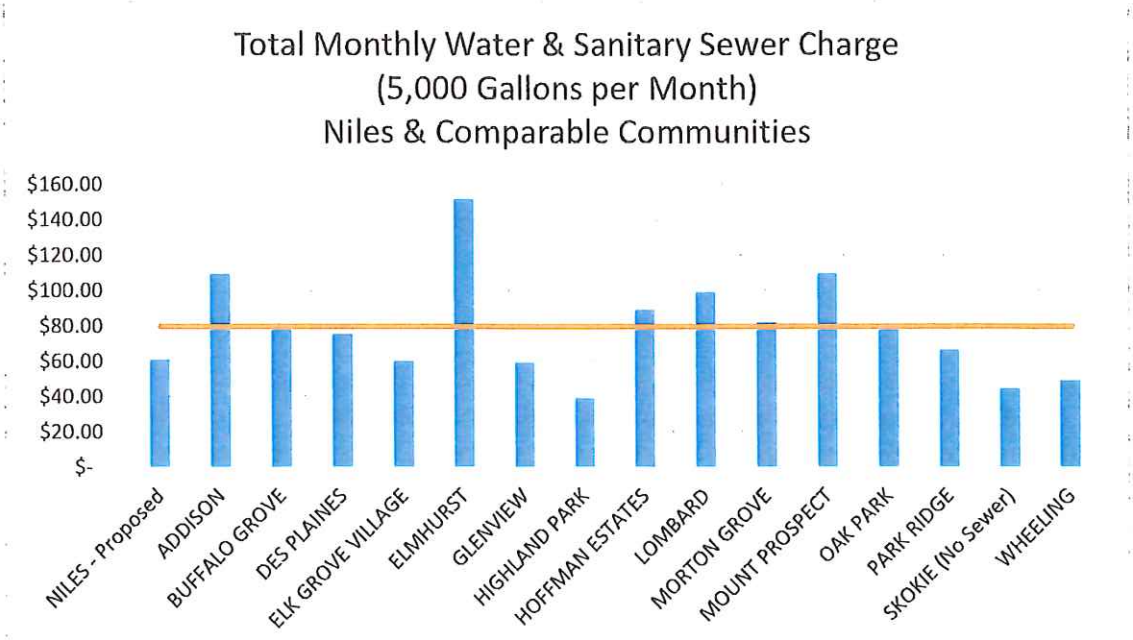
The Village's water and sanitary sewer utility is not a business and does not need to collect extra revenue for shareholder profits. Instead, water rates are designed to pay for the cost of services over time. To that end, rates in other locations are irrelevant to setting the rates and fees necessary to maintain the Village of Niles water and sanitary sewer system.

While the setting of rates and fixed fees (i.e. monthly user charge) is not a competitive system, comparing other municipalities' utility revenue structures provides context to the reasonableness of the proposed rates and fees.

Below are two graphs showing total water and sanitary sewer charges for a residence that uses 5,000 gallons of water a month.

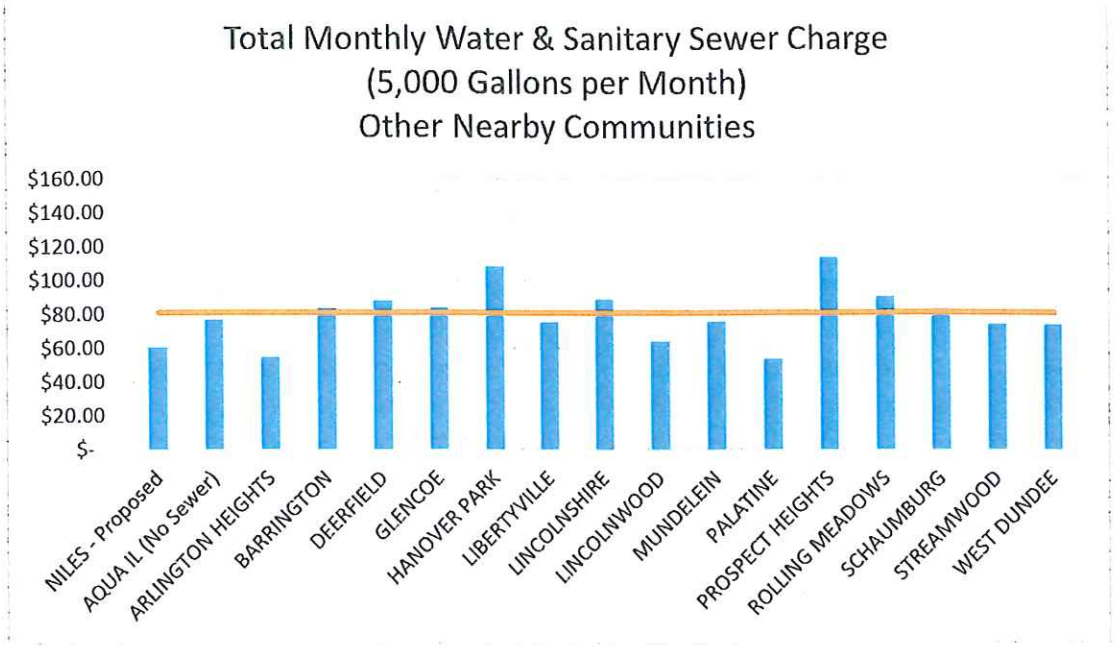
[18] See the U.S. Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) All items in Chicago-Naperville-Elgin, IL-IN-WI, urban wage earners and clerical workers, not seasonally adjusted (Series CWURS23ASA0). The June 2015 index value was 222.228, while the October 2024 index value was 286.813. The difference gives the 29.1% increase. The table can be downloaded from BLS Data Viewer (https://data.bls.gov/dataViewer/view/timeseries/CWURS23ASA0;jsessionid=751B15EF275F2471 6F83EBAFD44F71D1)

The first graph shows the official comparable communities to Niles, along with a line showing the average total charge for these other municipalities of $78.16 per month (28.7% higher than the proposed Niles rates). Note that Skokie (included in the average) is not a full utility comparable as it does not pay for sanitary sewer through sewer rates or fixed fees (user charge).



This second graph shows the Aqua Illinois area near Niles, but is not included in the municipal average line, as they are not a municipality and they do not provide sewer services. This second graph also shows other area communities[19]. The average total charge line for these other municipalities is at $80.79 per month, 33.0% higher than the proposed Niles rates, but very in line with the comparable municipal rates in the first table. Note that Prospect Heights and West Dundee are both likely to implement new rates before May 1, 2025 that will increase what is shown here.

[19] Author's personal note: The Cook County municipality that I live in, which also supplies Lake Michigan water, has a newer water system than Niles does and, therefore, has no lead service line issue. Even without a lead service line issue, for water I pay $6.50 per month as a fixed fee and $13.85 per thousand gallons. I also pay another $6.50 per month and $2.00 per thousand gallons for sanitary sewer. I have paid those fixed fees since 2007. 5,000 gallons of usage in a month would result in a bill of $92.25, 51.9% higher than the proposed Niles rate.



There are several funding models represented in this list of utilities. For example, the City of Prospect Heights, on top of a current[20] water rate of $8.36/1,000 gallons has a combined water and sewer monthly fixed rate of $71.92[21]; Five thousand gallons of usage in a month would cost a utility customer $113.92, but this is likely to go up with not-yet-passed future rates. Other municipalities have not yet come to the best practice of having a fixed fee (just like the current Niles rate).

As noted elsewhere in this report, the two graphs above do not tell the view why the rates are set to their respective amount. A specifically important consideration is whether municipalities have additional customers to subsidize their system the condition of their system, the extent of their lead service line replacement needs (if any).

[20] Rates are through April 30, 2025, so presumably they will be adjusted to the same upcoming fiscal year as shown in the other municipal comparisons.

[21] $32.56 monthly water deliver charge (wholesale water purchase) + $13.33 monthly water infrastructure charge + $6.03 monthly water debt service charge + $20.00 monthly residential sanitary sewer charge = $71.92 per month. Rates are higher for commercial and multi-units.

IV. Proposed Water Fund Revenue Plan

"To calculate water and sewer rates for a municipal utility operating as an enterprise fund, a comprehensive approach ensures financial sustainability and equitable cost distribution. First, the utility identifies all direct and indirect costs associated with providing water and sewer services. Direct costs include personnel, maintenance, and capital expenditures, while indirect costs encompass administrative expenses, insurance, and fringe benefits[a]. Next, the utility projects its annual expenses and compare them to expected revenues from user fees. This involves analyzing historical consumption data, estimating future demand, and considering factors such as inflation and regulatory changes[b]. The utility accounts for depreciation of infrastructure and any long-term liabilities, such as debt service on bonds issued for capital projects. Based on this analysis, the utility develops a rate structure that covers costs while promoting efficient water use and ensuring affordability for customers[a]. This rate structure may include fixed charges, volumetric rates, or tiered pricing to reflect the cost of service and encourage conservation. Regular reviews and adjustments are necessary to respond to changing conditions and maintain financial health[b]."[22]

A. Structural Utility Billing Adjustments

In addition to new water and sewer rates, there are several utility billing structural issues that need to be addressed or modernized to conform to best practices. This section goes through four of them.

1. Changes As Part of The New Utility Billing Ordinance

a. Moving To the Industry Standard: Adding A Fixed Rate for Water Service

The Village's water rates are currently only variable, which means they are based entirely on the volume of water that flows through the customer's meter. However, costs of supplying water are both variable and fixed. A variable cost, for example is the amount of wholesale water purchased, while fixed costs include the cost of water facility management (labor, hardware, software, etc.), meter reading, the cost of utility billing (labor, software, postage, etc.), and the cost of collections (labor, software, banking fees, etc.). This fixed fee, which would be named "monthly user charge", are the same for every customer, regardless of their water consumption for all active accounts.

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[22] Author's personal side note: I have been experimenting with how to use generative AI to improve efficiency and testing those results. One of those tests was to ask it to write this paragraph using the following prompt: "Explain in a clear, long paragraph how water and sewer rates should be calculated for a municipal utility enterprise fund." I probably would have written this slightly differently, but I do not disagree with what was written and, therefore, feel that it is worth including here. I made only two non-material changes. First, I am of an older generation that learned typing on typewriters, so I have a bias towards double spacing after a period that the younger generation has abandoned. Second, I changed its reference footnotes from 1 and 2 to a and b so as not to confuse it with this document's footnotes. Its reference 1/a was Microsoft Word - Final Entereprise Fund (https://www.mass.gov/files/documents/2017/10/11/best-practice-enterprise-funds.pdf?form=MG0AV3), while reference 2/b was Water And Wastewater Rates Analysis Model | UNC Environmental Finance Center (https://efc.sog.unc.edu/resource/water-and-wastewater-rates-analysis-model/?form=MG0AV3).

The volumetric rate portion of such a dual revenue water system helps keep water more affordable to those who consume less water, and it also encourages conservation of a limited commodity. The fixed fee/user charge portion provides revenue stability that helps when issuing debt or planning for capital improvement projects.

There is also a set of costs that are in between variable or fixed. For example, water customers that could purchase a larger amount of water can, collectively, increase the size of the water main pipes or of needed storage capacity. It is for this reason, that industry standards divide the fixed costs based upon the size of the water meter – the larger the meter, the larger the monthly user charge. This means that industry which has the capability to use a larger amount of water will pay a higher user charge than a household would.

Economics teaches that the variable rates should be set at the marginal cost of an additional "unit" (i.e. 1,000 gallons) of water, while the fixed costs listed above should be paid through fixed user charges.

While the water utility industry agrees that there should be both a volumetric rate and a fixed user charge, it is difficult to set a best practice or optimum percentage of revenue that should come from fixed user charges for comparison, as different systems have different cost structures and needs. It is still worth looking at what those systems have done. Industry articles seem to converge in an area around 25%-35% of its revenue from user charges, with the remaining revenue coming from the volumetric rate.

In the AE2S Nexus 2024 utility rate survey referenced above, it looked at wastewater (i.e. sanitary sewer) and for systems serving greater than 5,000 people, 22.4% of the monthly residential 6,000 gallon wastewater bill came from a fixed user charge[23]; this would be higher if compared to the 5,000 gallons used in this report.

Looking at the thirty-one (31) systems in the comparison graphs above and in the tables in Appendix A: Utility Billing Rates at Other Communities, the mean user charge for a residential customer using 5,000 gallons of water per month is 15.3% of the total bill. Examining only those systems with a user charge increases that rate to 23.3% of the total bill.

Given that there currently isn't any user charge, the Village should move toward that industry standard over time. The proposed rates accompanying this memorandum will introduce monthly user charge based upon meter size and will increase the percentage of overall rates received from those user charges annually. Moving towards having 25%-35% of revenues coming from user charges will need to be met in years after the defined of rates in the next ordinance to not be too disruptive to water customers[24].

As the sanitary sewer is a much smaller utility than water, there is not a current study recommendation to add a fixed user charge to the sanitary sewer revenue model.

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[23] Fixed Pricing Comparison using Utility Rate Survey Charts - AE2S Nexus (https://www.ae2snexus.com/fixed-pricing-comparison-using-utility-rate-survey-charts/)

[24] If, instead, the Village moved to a system in which a quarter (25%) of water revenues would come from fixed fees immediately at the start of FY26 would add a fixed cost of around $14.67 per month (or around $44 per billing period) to most households (i.e. those with 5/8" meters). This fixed fee would be higher for larger customers, and would cap out at a maximum of almost $1700 per month (for a 10" meter).

b. Reduction of Late Fees

The Village currently assesses a late fee of 10% for any overdue bill. Compounding, this is effectively usury rates. Moving residential billing to a monthly cadence would only increase this compound rate. While the Village has a high amount of outstanding water accounts, this needs to be adjusted downward. Staff will test alternate models. If a better model can be found before this proposed utility billing ordinance is brought to the Village Board, it will be included.

2. Other Changes

While not part of this study's proposed utility billing structure, there are several other changes currently going on as a part of utility billing. Some of these are noted in this section.

a. Additional Support for Those in Need

Moving towards a system in which utility customers pay for the fixed services such as access to running water or utility billing that they are using will mean that some customers will pay a higher portion of the overall future revenue stream. Similarly, other customers who had been subsidizing them will pay a smaller portion of the overall future revenue stream[25].

While unemployment is currently low[26], inflation is down[27], wages minus inflation (known as "real wages") has been positive every month for years[28], wage inequality has declined in the last five years[29], and the stock market is at record highs[30], not everyone has benefited from these strong economic indicators.

The Village of Niles Family Service Department helps those in financial needs with their budgeting and, in a few cases, financially (through the Village's budgeting process). This can include water and sanitary sewer utility billing. Additionally, in the recent past there was a program run through the Community and Economic Development Association of Cook County, Inc. (CEDA) that also supplied water and sanitary sewer utility billing help to Niles residents

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[25] This statement did *not* state that these customers will pay less, as rates will need to rise. An analogy would be that their portion of the revenue pie will be smaller in the future, but that future pie will be larger than the revenue pies of the past.

[26] Unemployment at the time of this writing is 4.2%. The Federal Reserve looks for an unemployment rate that aligns with maximum employment, which is currently estimated at the 4% to 5% range.

[27] The Consumer Price Index for All Urban Consumers (CPI-U) increased by 2.6% over the last 12 months as of October 2024, close to the Federal Reserve target of 2% over the long-term and below one-year-ahead inflation expectations of 3.0% (November Survey of Consumer Expectations; https://www.newyorkfed.org/microeconomics/sce#/)

[28] The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) measures wage inflation. For every month since 2020 through October 2024 the trailing twelve (12) month rate of the CPI-W has exceeded the CPI-U.

[29] https://www.epi.org/blog/wage-inequality-fell-in-2023-amid-a-strong-labor-market-bucking-long-term-trends-but-top-1-wages-have-skyrocketed-182-since-1979-while-bottom-90-wages-have-seen-just-44-growth/ and https://www.marketplace.org/2024/12/18/income-inequality-declined-in-recent-years/

[30] S&P 500 index used here, but most domestic indices are similar.

through its Low-income Household Water Assistance program (LIWAP)[31]; while that program currently appears to have utilized all of its available funding from the U.S. government, the state, and Cook County, it is possible that there will be more such need based help in the future.

Finally, the Finance Department and the Family Services Department is in the process of setting up a system for those who have the resources to pay their utility bill to contribute to those that do not. It is hoped that there will be additional resources from this new system for Family Services to help distribute.

These changes do not need to be part of the upcoming utility billing ordinance.

b. Shift to Monthly Billing Over the Long Term

The Village currently bills businesses monthly and residents quarterly. Monthly billing simplifies cash management for customers, specifically for families. Staff has informed Finance Committee of the demand for residential monthly billing multiple times in recent years. While moving residential utility bills would increase overall billing costs, this would likely be offset by a reduction in days outstanding of overdue accounts. Positive externalities include helping residents notice water leaks earlier and reducing client to staff confrontations as bill totals will not be as large.

The current plan is to roll out monthly billing initially to those that sign up for auto pay from their bank accounts, so as not to increase traffic at the front counter. Conversion of the rest of the accounts would then follow. Note that this will take multiple years to achieve.

This change is not needed in this proposed utility billing ordinance as the Village Code already has this flexibility[32].

c. Sanitary Sewer Adjustment for High Volume Purchased Water Utilized Elsewhere

The Village currently charges sanitary sewer fees for high volume water purchases that do not ultimately go into the sewer. Section 102-31(c) of the Village code provides for a remedy, if applicable, but will decrease sewer revenue accordingly.

d. Additional Payment Options

At the recommendation of staff and the Finance Committee, the Village Board has approved a new online payment system. This new system will have more payment and billing notification options that can be tailored to individual customer needs.

These changes do not need to be part of the upcoming utility billing ordinance.

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[31] Cook County and CEDA Announce Low-Income Household Water Assistance Program – CEDA (https://www.cedaorg.net/cook-county-and-ceda-announce-low-income-household-water-assistance-program/)

[32] See Section 102-125 Rendering of bills section of the Village Code.

B. Proposed Rates

The Annual Combined Debt Service graph above, as well as the proposed rate structure and the Combined Expenses vs. Revenues graph shown below come from New Gen's dynamic model.

1. Proposed Water Rates for The Start of Each Fiscal Year from FY26 Through FY30

The following is the proposed water rates per 1,000 gallons of usage, which represents an annual 9.3% increase through FY30. Rate increases will be May 1, which is the first day of each of the listed fiscal years.

Current FY25	FY26	FY27	FY28	FY29	FY30
$9.32	$10.19	$11.13	$12.17	$13.30	$14.54

2. Proposed Water Monthly User Charges

The following is the proposed monthly user charge structure on both a monthly and quarterly basis. Note that almost all residences have 5/8" meters, so only the first row of the following table will be relevant to them and, since they currently receive bills quarterly, they should multiply that line by three to get the per bill rate. Rates for other sized meters are based upon the AWWA meter equivalents.

Monthly user charge increases will be every May 1, which is the first day of each of the listed fiscal years.

Monthly	FY26	Subsequent Annual Increases
5/8"	**$5.00**	**$1.00**
1"	$12.50	$2.50
1 1/2"	$25.00	$5.00
2"	$40.00	$8.00
3"	$75.00	$15.00
4"	$125.00	$25.00
6"	$250.00	$50.00
8"	$400.00	$80.00
10"	$575.00	$115.00

For a residential customer (5/8" meter) using 5,000 gallons of water a month, in FY26 only 8.9% of the bill will come from the monthly user charge. This is in comparison to the 23.3% for area systems mentioned above. The fixed fee (user charge) portion of the bill will increase towards these higher industry rates over time, as an annual dollar per month increase will exceed the volumetric rate increase. Stated another way, this annual monthly user charge increase will reduce (but not eliminate) the future volumetric rate increases that would otherwise need to occur.

3. Non-Recommended Volumetric Only Rates

For comparison, below is the rate structure that would be needed if there was not a monthly user charge introduced. It is used for comparison purposes and is not recommended per the best practice reasons outlined in the IV.A.1.a. Moving To Industry Standards: Adding A Fixed Rate for Water Service section above.

Current FY25	FY26	FY27	FY28	FY29	FY30
$9.32	$11.15	$12.29	$13.51	$14.84	$16.27

4. Proposed Sanitary Sewer Rates for The Start of Each Fiscal Year from FY26 Through FY30

The following is the proposed sanitary sewer rates per 1,000 gallons of water usage, which represents an annual 9.9% increase through FY30. Rate increases will be May 1, which is the first day of each of the listed fiscal years.

Current FY25	FY26	FY27	FY28	FY29	FY30
$0.87	$0.96	$1.05	$1.15	$1.27	$1.39

5. Proposed Subsequent Utility Billing Rates and Fees

By the end of FY30 the Village Board will likely approve a new rate ordinance for subsequent years. The current ordinance should state that in the absence of such future Board action, the volumetric water and sewer rates should increase 3%[33] per year, while the water monthly user charge would increase as stated in section IV.B.2. Proposed Water Monthly User Charges above[34]. Rate increases would start May of each fiscal year.

C. Results of Proposed Rates

1. Change in Customer Bills

The revised rate structure above will affect different customers based upon their usage. Appendix D: Customer Bills Over Time with Proposed Rates examines the bill impacts on both a monthly and quarterly basis for three different usage residential customers.

2. Short-Term Loss of the Water Fund's Fund Balance

The rates above will not meet immediate expenses and, thus, will spend down the current fund balance for the water fund. As seen in the table below, the Water Fund will spend $4 million

[33] Such escalators are common. The Village of Barrington, for example, has increased their rates automatically by ordinance 5% in 2024 and will again in 2025.

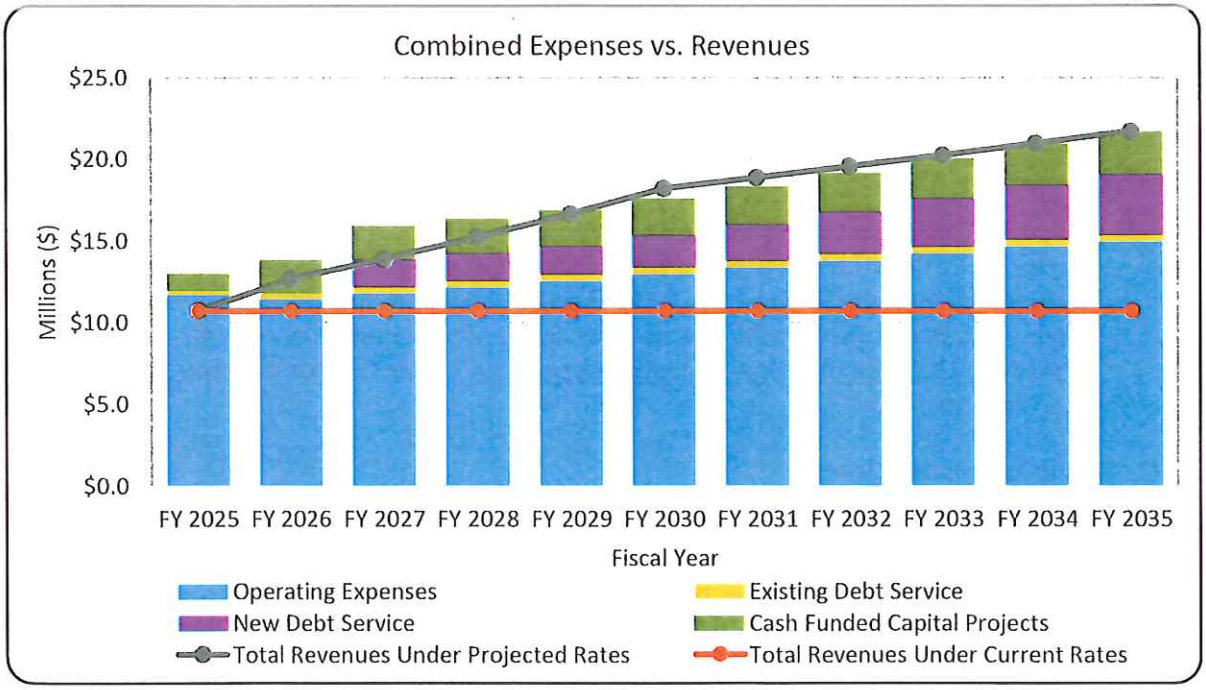
[34] As stated earlier, this annual fixed fee escalation will gradually bring the Village towards the industry best practice that a quarter (25%) of water revenues should come from fixed fees.

more than it takes in during the five defined years of the proposed rate study. Spending down fund balance has helped to spread out the rate and fees as much as possible to utility billing customers.

Gain/(Loss)	FY26	FY27	FY28	FY29	FY30
Water	($948,247)	($1,858,200)	($1,026,175)	($160,289)	$591,828
+Sanitary Sewer	(241,298)	(186,805)	(124,252)	(52,477)	29,526
=Annual Surplus/(Deficit)	($1,189,545)	($2,045,005)	($1,150,427)	($212,766)	$621,354
Cumulative Surplus/(Deficit)	*($1,189,545)*	*($3,234,550)*	*($4,384,977)*	*($4,597,743)*	*($3,976,389)*

3. Rates Stabilize Over the Longer Term

While fund balance is spent down annually for the first four years to provide some level of relief of increasing rates, over the longer term rates are designed to cover costs. This can be seen in the graph below[35]. Note that this graph goes out beyond the five years of explicit utility billing rate structure, so those later years are current estimates that will likely need to be revised by a subsequent utility rate structure study.



4. Long-Term Capital Funding Beyond LSLR

These rates are designed to meet the LSLR project, the first stage of the Four Flaggs pumping station project, and current levels of capital replacement and improvement. As discussed earlier, that current improvement/replacement rate is below the 2% annual that should have been

[35] This graph comes from the model built for the Village by New Gen Strategies.

maintained for decades. As the Village will be taking a $13 million interfund loan and taking new 30 year loans out every year for the next decade, the financial burden to utility billing rates is too great to address directly this backed up capital deference this time around.

What is within the realm of possibilities is that the official number of possible lead service lines might be slightly higher than the actual number of lines. Any reduction in that number will bring a little more money that can be used for capital replacement. Meeting any remaining capital needs with a fully sustainable revenue plan will have to be addressed in future years after those unknowns are resolved.

5. Timing & Transparency Recommendations

To secure the next round of IEPA SRF loans for LSLR, which are expected to be at a zero percent interest rate, it is imperative that a full rate structure is approved before the application is due in March.

The intent is to discuss this at open meetings of the Finance Committee and the Public Works Committee and then for both committees to vote to recommend the resulting ordinance to the Board for ratification. While a February passage might still be possible to make the IEPA SRF application deadline, a January passage of the proposed rate ordinance would allow for more time to: (a) get that application in order, and (b) fully communicate the new rate and fee structure to utility customers.

6. LSLR Positive Externalities (Benefits)

Up until now, this report has been quantitative, comparing proposed revenues to expenses annually over many years. However, it is worth noting that these two projects, a new pumping station and eliminating lead in all the service lines within Niles has some very positive qualitative benefits, some of which are listed below.

These LSLR standards will improve the safety of water supplied by the Village.

a. Public Health

Lead exposure can cause serious health issues, especially in children. Replacing lead service lines will significantly reduce lead contamination in drinking water, improving public health outcomes.

b. Compliance with Regulations

The EPA mandate requires municipalities to replace lead service lines within 10 years. Raising water rates ensures compliance and avoids potential fines or legal actions.

c. Long-Term Savings

Investing in lead service line replacement now can prevent costly health care expenses and infrastructure repairs in the future.

d. Environmental Protection

Reducing lead in drinking water contributes to overall environmental health, benefiting ecosystems and wildlife.

e. Community Trust

Demonstrating a commitment to public health and safety through transparent communication can enhance community trust and satisfaction with local government.

f. Economic Benefits

Improved public health can lead to a more productive workforce and attract businesses and residents to the area.

g. Equity

Ensuring all residents have access to safe drinking water promotes social equity and reduces disparities in health outcomes. In addition to social equity, it promotes intergenerational equity, as the generations who will benefit from the improved service will be the ones who are paying for that service.

h. Federal Support

Leveraging federal funding to the IEPA which reduces interest rates on some SRS loans can offset some of the costs, making the financial burden on residents more manageable.



FAQs Lead Service Line Replacement and Notification Act

Q: Are partial lead service line replacements allowed?

A: No. The Act expressly prohibits partial lead service line replacements. When replacing a lead service line, the community water supplier shall replace the service line in its entirety, including, but not limited to, any portion of the service line running on private property and within the building's plumbing at the first shut-off valve. The Act provides exceptions to this requirement, including when a private property owner refuses to grant access to replace the entire service line, or in instances of an emergency repair.

Q: Who pays for the replacement of lead service lines located on private property?

A: If a community water supplier is replacing lead service lines utilizing its own funds, the Act allows the community water supplier to require the property owner of the private portion of the lead service line to pay to replace that portion of the line.

In the event the community water supplier receives grant funding from the state, the Act requires them to bear the entire expense of full lead service line replacement for all lead service lines *within the scope of the grant*.

Q: Is there a waiver process for property owners who do not grant access for private line replacement?

A: Yes. In the event a property owner denies access, the community water supplier shall request the property owner to sign a waiver (to be developed and provided by IEPA). In this instance, the property owner shall be responsible for providing filters for all fixtures until the remaining portion of the lead service line is replaced.

Q: What happens during an emergency repair?

A: In the event of an emergency repair, the community water supplier may perform a partial replacement if the owner of the property refuses to grant access. In this instance, the community water supplier shall notify the building's owner and residents that a repair has been completed with specified information. Additionally, the community water supplier must provide filters for at least one fixture within the property supplying potable water for consumption.

If the community water supplier is unable to replace the entire service line during the course of an emergency repair, the Act requires the replacement of the remaining portion of the service line within 30 days of the repair, or within 120 days if weather or other circumstances prohibit construction.

Q: Are liability protections in place for municipalities when performing lead service line replacement?

A: Yes. The Act provides that, to the extent allowed by law, the community water supplier shall be held harmless for *all* damage to property when it replaces or installs a lead service line in a public right-of-way, and when the municipality enters into an agreement with a private contractor for the replacement of a lead service line.

replacing lead service lines utilizing its own funds, the Act allows the community water supplier to require the owner of the private portion of the lead service line to pay to replace that portion of the line.

The Act contains broad permissive authority for both home rule and non-home rule municipalities to fund lead service line replacement by ordinance or resolution, under the following statutory provisions:

- Special Service Area Tax (35 ILCS 200/27-5 *et seq.*);
- Corporate Fund Property Tax (65 ILCS 5/8-3-1);
- Home Rule Municipal Retailers' Occupation Tax (65 ILCS 5/8-11-1);
- Home Rule Municipal Service Occupation Tax (65 ILCS 5/8-11-5);
- Home Rule Municipal Use Tax (65 ILCS 5/8-11-6);
- Local Improvements - Special Assessments (65 ILCS 5/9-1-1 *et seq.*);
- Procedures for Specified Local Improvements - Special Assessments (65 ILCS 5/9-3-1 *et seq.*);
- Improvements Affecting Property Not Within Municipality - Special Assessments (65 ILCS 5/9-4-1 *et seq.*);
- City and Water Fund Tax (65 ILCS 5/11-131-1); and,
- Waterworks and Sewerage Connection Charge (65 ILCS 5/11-150-1).

Municipal officials are encouraged to thoroughly discuss these funding options with their treasurers, finance officers and legal counsel.

LEAD SERVICE LINE REPLACEMENT ADVISORY BOARD

The Act creates the Lead Service Line Replacement Advisory Board to provide technical assistance to IEPA in implementing the Act. The 28-member board, which must meet at least every six months, includes 10 members who are mayors of the largest municipalities in the state, or their designee, two members who are mayors representing municipalities located in any county south of the southernmost county represented by one of the ten largest municipalities or their respective designees (south of Sangamon County) and an Illinois Municipal League (IML) representative.

The board was required to provide a report to Governor JB Pritzker and the General Assembly within 18 months of the Act's effective date, concerning opportunities for dedicated, long-term revenue options for funding lead service line replacement. This report (available via this link) was approved on June 29, 2023.

The board is required to provide a report concerning the status of all lead service line replacement within 10 years of the Act's effective date.



Q: How is lead service line replacement funded?

A: The Act establishes the Lead Service Line Replacement Fund in the state treasury to be used by IEPA to finance and administer programs associated with lead service line replacement. However, the Act does not specifically allocate or guarantee any available funding in the State Fiscal Year 2022 Budget. The federal government has publicized a desire to allocate up to $45 billion for lead service line replacement nationwide, but that has not yet been funded or established by the U.S. Congress.

Absent direct state or federal funding, community water suppliers are responsible for paying for costs associated with the replacement of lead service lines within their distribution systems. The Act provides broad permissive authority for both home rule and non-home rule municipalities to fund lead service line replacement, by ordinance or resolution, under specified taxing statutes.

BOARD AGENDA ITEM EXPLANATION FORM

Ordinance Approving a Special Use Permit per Village of Niles Zoning Ordinance Appendix B Section 8.2(A) for 'Vehicle Repair – Minor', a Variation from Niles Zoning Ordinance Appendix B Section 10.4(A) to Allow for 11 Parking Spaces Where 19 are Required, and a Variation from Section 5.2(A)(3) to Allow for a Use Not Listed Under the "Retail" Category in Table 8-1 of the Zoning Ordinance Within 250' of a Signalized Intersection at 9002 N Milwaukee Ave. (24-ZP-30 & 24-ZP-31)

Meeting Date: 01/28/2025	Item Number **12.c**
Requested By: Community Development Department	Action Requested: Ordinance
Prepared By: Nathan Bruemmer, Planning Technican	Assigned to: Trustee Niedermaier

Strategic Pillar: Diversified Economic Development

Applicable Village Plan: Comprehensive Plan

Link to Applicable Village Plan: vniles.com/DocumentCenter/View/14529/Niles-2040-Comprehensive-Plan---APPROVED-12324

ATTACHMENTS:
Staff Report - 24-ZP-30 and 31 - 9002 N Milwaukee.pdf
Ordinance 2025-xx Special Use Permit and Variation at 9002 N Milwaukee Avenue

MOTION

I move for Board Approval of an Ordinance approving a Special Use Permit per Village of Niles Zoning Ordinance Appendix B Section 8.2(A) for 'Vehicle Repair – Minor', a Variation from Niles Zoning Ordinance Appendix B Section 10.4(A) to allow for 11 parking spaces where 19 are required, and a Variation from Section 5.2(A)(3) to allow for a use not listed under the "Retail" category in Table 8-1 of the Zoning Ordinance within 250' of a signalized intersection at 9002 N Milwaukee Avenue.

REASON FOR REQUEST / BACKGROUND

The Planning and Zoning Board voted 7-0-0 to recommend approval of the request at a public hearing

held on December 2, 2024.

Will this action involve an expenditure of funds?	No
If yes, is this a budgeted item?	
Impact on future budget(s)	
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	
Grant Funded Project	
Grant Source	

ORG#	Total Amount for Approval
ACCT#	Budget Amount
	Line Item Budget Amount
	Variance

AGENDA ITEM NUMBERS:	2 & 3
HEARING DATE:	DECEMBER 2, 2024
CASE NUMBER:	24-ZP-30 & 31
PROJECT NAME:	9002 N MILWAUKEE AVE
APPLICATION TYPE:	SPECIAL USE & VARIATION

Planning and Zoning Board

Agenda Items #2 & #3
December 2, 2024

1. A request for approval of a Special Use Permit per Village of Niles Zoning Ordinance Appendix B Section 8.2(A) for a 'Vehicle Repair – Minor' at 9002 N Milwaukee Ave, Niles, IL 60714.
2. A request for approval of the following Variations from Village of Niles Zoning Ordinance Appendix B for a proposed 'Vehicle Repair – Minor' at 9002 N Milwaukee Ave, Niles, IL 60714:
   i. A Variation from Section 10.4(A) to allow for 11 parking spaces where 19 are required.
   ii. A Variation from Section 5.2(A)(3) to allow for a use not listed under the "retail" category in Table 8-1 of the Zoning Ordinance within 250' of a signalized intersection.

Attachment Number	Description	Provided	Date
1	Staff Report to the Planning and Zoning Board	✓	11/21/2024
2	Location Map	✓	11/21/2024
3	Special Use Application	✓	10/31/2024
4	Applicant's Response to Requirements for Special Use	✓	10/31/2024
5	Variation Application	✓	11/8/2024
6	Applicant's Response to Requirements for Variation	✓	11/8/2024
7	Project Description	✓	11/6/2024
8	Proposed Floor Plan	✓	10/31/2024
9	Site Plan	✓	10/31/2024
10	Plat of Survey	✓	10/31/2024

AGENDA ITEM NUMBERS:	2 & 3
HEARING DATE:	December 2, 2024
CASE NUMBER:	24-ZP-30 & 31
PROJECT NAME:	9002 N Milwaukee
APPLICATION TYPE:	SPECIAL USE & VARIATION

Planning and Zoning Board
Agenda Items #2 & #3
December 2, 2024

Item2 for Plan Commission Consideration:

1. A request for approval of a Special Use Permit per Village of Niles Zoning Ordinance Appendix B Section 8.2(A) for a 'Vehicle Repair – Minor' at 9002 N Milwaukee Ave, Niles, IL 60714.
2. A request for approval of the following Variations from Village of Niles Zoning Ordinance Appendix B for a proposed 'Vehicle Repair – Minor' at 9002 N Milwaukee Ave, Niles, IL 60714:
   i. A Variation from Section 10.4(A) to allow for 11 parking spaces where 19 are required.
   ii. A Variation from Section 5.2(A)(3) to allow for a use not listed under the "retail" category in Table 8-1 of the Zoning Ordinance within 250' of a signalized intersection.

PROJECT SUMMARY

Mr. Musahib Puthawala is requesting a Special Use and two variations in order to re-establish a 'Vehicle Repair – Minor' use in the existing Shell gas station at 9002 N Milwaukee Ave, doing business as S & M Auto Repair. The gas station is located at the northwest corner of the intersection of Milwaukee Avenue and Ballard Road. The existing ~2,300 sf building at the gas station contains a convenience store and a 3-bay car repair shop. There are 11 striped parking spaces on site, as well as 6 fueling spaces located next to the three gas pumps at the station. The gas station has existed since at least 1970, but due to the recent cybersecurity attack on the Village, staff are not able to locate the initial Special Use approval for the property. From 2013 to 2022 the auto shop was operated by Milwaukee Shell Auto Repair Inc. Per Section 15.3(G)(1)(e) of the Zoning Ordinance, a Special Use expires when the use has been abandoned for six months or longer, hence the need for Mr. Puthawala to apply for a new one.

Mr. Puthawala's business will perform general auto repair services including oil change, suspension work, tire sales and services, emission related work, engine service and repair, transmission service and repair, heating and air conditioning repair, and brakes service. There will be four total employees, with three employees working at a time. The proposed hours of operation will be 7:00 AM – 8:00 PM from Monday through Saturday, and 9:00 AM to 8:00 PM on Sundays. Mr. Puthawala previously managed the auto shop at the former Marathon Gas Station at 7130 N Western Ave in Chicago. In talking to Mr. Puthawala about parking and storage of vehicles, he said he will only be working on 3 or 4 vehicles at a time, and will do his best keep them stored in the auto bays. He does not plan to store any vehicles outside overnight.

ANALYSIS

Surrounding Land Uses:

Direction	Existing Zoning	Existing Use	2040 Comprehensive Plan
North	C-4 Milwaukee Avenue Mixed-Use District	Commercial	Mixed Use
South	C-4 Milwaukee Avenue Mixed-Use District	Commercial	Mixed Use
East	C-4 Milwaukee Avenue Mixed-Use District	Commercial	Mixed-Use
West	R-2 Single-Family Residential District	Residential	Single-Family Neighborhood

ZONING & COMPREHENSIVE PLAN

The subject property is zoned 'C-4 Milwaukee Avenue Form-Based District.' Per Section 8.2 of the Zoning Ordinance, 'Vehicle Repair – Minor' uses require Special Use approval in the C-4 district. The Zoning Code defines 'Vehicle Repair – Minor' as "A business the provides services in minor repairs to motor vehicles, motorcycles, all-terrain vehicles (ATV) vehicles, including repair or replacement of cooling, electrical, fuel and exhaust systems, brake adjustments, replacement tires, realigning and repairs, wheel servicing, alignment and balancing, repair and replacement of shock absorbers, and replacement or adjustment of mufflers and tail pipes, hoses, belts, light bulbs, fuses, windshield wipers/wiper blades, grease retainers, wheel bearings, and the like."

Section 8.3(W) lists 6 principal use standards which Vehicle Repair uses must abide by. They are as follows:

1. Vehicle repair/service establishments may not store the same vehicles outdoors on the site for longer than three days. Only vehicles that have been or are being serviced may be stored outdoors.
2. All repair and service operations must be performed within a fully enclosed building. All equipment and parts must be stored indoors.
3. Vehicle repair establishments that abut a residential district must be screened along interior side and rear lot lines with a solid wall or fence six feet in height.
4. No partially dismantled, wrecked, or unlicensed vehicle may be stored outdoors on the premises. This standard does not apply to vehicles under repair. Vehicles may not be on-site for more than 3 days.
5. The sale of used or new automobiles is prohibited.
6. No motor vehicles may be stored and no repair work may be conducted in the public right-of-way.

The applicant is also seeking two Variations to allow them to re-establish the 'Vehicle Repair – Minor' use at the property. The first is a parking variation, which will be described in detail in the following section. The second Variation is from Section 5.2(A)(3) which states "within the C-2, C-3, and C-4 Districts, ground floor uses at corners at intersections with traffic signals are limited to those listed under the "Retail" category in Table 8-1: Use Matrix. This limitation extends for 250 feet along the lot lines along each intersecting street and applies to any ground floor space where 50% or more of the space's frontage is located within this 250 foot measurement." The intersection of Milwaukee and Ballard is a signalized intersection, and 9002 Milwaukee is within the 250' radius. 'Vehicle Repair – Minor' is listed as a 'Service' type of use in Table 8-1.

As for the Comprehensive Plan, Policy #9 in Goal #2 of the District and Corridors section supports promoting compatible uses within and between shopping centers and commercial districts. The subject property was designed to accommodate both a gas station and an auto body shop.

Parking

The subject property was recently re-striped to include 11 parking stalls. Per Section 10.4(C), "when more than one use occupies the same lot, the number of required spaces is the sum of the separate requirements for each use," so the total number of required parking must combine the requirements for the gas station and the auto shop. Per Table 10-2, the parking requirement for a gas station is "3 stalls plus 4 stalls per 1,000 s.f. of GFA of any ancillary retail." The retail portion of the building is 995 square feet, for a total parking requirement for the gas station portion of the property of 7 spaces. The requirement for 'Vehicle Repair – Minor' is 4 stalls per service bay. The auto shop has 3 bays, requiring 12 spaces. As such, the total required parking is 19 spaces, while there are only 11 on site. The previous auto shop had operated for years without any negative parking impact on the surrounding neighborhood.

Requirements for a "Special Use" Permit

As required by Section 15.3(E) of the Village's Zoning Ordinance, the Petitioner is required to demonstrate that they meet the following Special Use criteria. The Planning and Zoning Board is encouraged to consider these standards as it discusses this request:

- *Is the special use in the specific location proposed consistent with the spirit and intent of the zoning ordinance, the adopted Comprehensive Plan, and other adopted Village land use policies?*
- *Will the proposed special use endanger the public health, safety, and welfare?*
- *Is the proposed special use compatible with the general land use of adjacent properties and other property within the immediate vicinity?*
- *Is the proposed special use deemed necessary for the public convenience at the proposed location?*

Requirements for Variations and Findings of Fact

Zoning Ordinance Appendix B, Section 15.4(D) provides the procedures for considering requested variations from the Village's zoning ordinance. Subsection (E) provides standards that must be satisfied in order to grant a variation, as follows:

- *The strict application of the terms of this Ordinance will result in undue hardship, as distinguished from a mere inconvenience, unless the specific relief requested is granted;*
- *The variation, if granted, will not alter the essential character of the locality;*
- *The plight of the owner is due to unique circumstances inherent to the subject property, related to the particular physical surroundings, shape, or topographical conditions of the specific property, and not from the personal situation of the owner and has not been created by any person presently having a proprietary interest in the property in question.*

The Petitioner has provided a response to both sets of the above aforementioned requirements, which have been included in the packet.

Critical Issues

Comments from Village Departments:

Police:	No concerns
Fire:	No concerns
Engineer:	No concerns
Community Development:	Recommend approval

Legal Notification

A legal notice was published in the Bugle on November 14, 2024, and notices to all owners of property within 250 feet were mailed on November 13, 2024. An on-site sign was placed on the property on November 14, 2024.

Other Actions

The Planning and Zoning Board will make a recommendation on the requested special use permit and variation, and this recommendation is tentatively scheduled to be considered by the Village Board for a final decision on Tuesday, January 21, 2024.

Principal Parties Expected at Meeting

1. Musahib Puthawala, Applicant, and;
2. Owners of surrounding properties who have received notification.

9002 N Milwaukee



November 21, 2024

1:377

0 0 0.01 0.01 mi

0 0.01 0.01 0.02 km

Selected Parcel

Parcels Current

Cook County Aerial Imagery 2024

Red: Red

Green: Green

Blue: Blue

Village of Niles • Community Development Department
1000 Civic Center Drive, Niles, IL 60714 • Phone 847.588.8040 • Fax 847.588.8050 • www.vniles.com

PLANNING AND ZONING BOARD APPLICATION – SPECIAL USE

PROJECT NO. _____

NAME OF PROJECT AND/OR BUSINESS: S & M AUTO REPAIR

ADDRESS OF PROJECT AND/OR BUSINESS: 9002 N. MILWAUKEE AVE, NILES, IL 60714

NAME(S) OF APPLICANT: MUSAHIB PUTHAWALA
ADDRESS: 2144 Parkside Drive
CITY, STATE, ZIP: Park Ridge, IL 60068
EMAIL: MUSU_PUTHAWALA@YAHOO.COM **TELEPHONE:** 773-403-7861 **FAX:** _____

NAME(S) OF PROPERTY OWNER(S): PRASANTHI MANAGEMENT LLC
ADDRESS: 9002 N. MILWUAKEE AVE
CITY, STATE, ZIP: NILES, IL 60714
EMAIL: Kevingheewala@yahoo.com **TELEPHONE:** 847-530-3748 **FAX:** _____

NAME(S) OF PROPERTY ATTORNEY OR AGENT: GIRISH GHEEWALA
ADDRESS: 7227 N. KEELER AVE, LINCOLNWOOD, IL 60712
CITY, STATE, ZIP: LINCOLNWOOD, IL 60712
EMAIL: Kevingheewala@yahoo.com **TELEPHONE:** 847-530-3748 **FAX:** _____

PERMANENT INDEX NUMBER(S) (PIN #) OF SUBJECT PROPERTY: 09-14-413-021-0000

AREA OF SUBJECT PROPERTY: 9002 N. MILWUAKEE AVE, NILES, IL 60714
CURRENT ZONING CLASSIFICATION OF SUBJECT PROPERTY: ~~R-1 Single-Family Residential District~~ Gasoline Service Station
CURRENT USE OF SUBJECT PROPERTY: GAS STATION
PROPOSED IMPROVEMENTS TO SUBJECT PROPERTY:

MECHANIC SHOP (EXISTING)

With the submittal of this application, I hereby request that the Mayor and Board of Trustees of the Village of Niles grant the approvals as noted for the subject property as described in the attached documents and specifications, and do hereby certify that all information contained in this application and accompanying documents is true and correct to the best of my knowledge. I also permit entrance on the Subject Property by Village officials for the purpose of inspections related to this request.

SIGNATURE OF APPLICANT: M. J. Puthawala **DATE:** 10-30-2024

SIGNATURE OF PROPERTY OWNER(S): _____ **DATE:** 10-30-2024

APPROVAL STANDARDS FOR A SPECIAL USE

Per Village of Niles Code of Ordinances, Appendix B, Section 15.3(E), "the listing of a use as a special use within a zoning district does not constitute an assurance or presumption that such special use will be approved. Rather, each special use must be evaluated on an individual basis, in relation to all applicable standards of this Ordinance. Such evaluation will determine whether approval of the special use is appropriate at the particular location and in the particular manner proposed."

The recommendation of the Planning and Zoning Board and decision of the Village Board will be made based on findings to support each of the following conclusions:

1. *The special use in the specific location proposed is consistent with the spirit and intent of the zoning ordinance, the adopted Comprehensive Plan, and other adopted Village land use policies.*

   Existing Mechanic Shop trying to reopen consistent with the proper Zoning ordinance.

2. *The proposed special use will not endanger the public health, safety, and welfare.*

   Absoulutley NO danger to the public health. It is a existing business location.

3. *The proposed special use is compatible with the general land use of adjacent properties and other property within the immediate vicinity.*

   Absoulutely it is compatible to the existing business. Nothing new within the immediate vicinity.

4. *The proposed is special use deemed necessary for the public convenience at the proposed location?*

   Absoulutely this special use will benefit to the neighboring customers and to the public at this location.

As part of a complete application, an applicant must provide a specific explanation of how the requested special use meets EACH of the conclusions listed above. You may use the area below each of the standards for your response or respond on a separate sheet of paper.

Your explanation of how the requested special use meets EACH of the conclusions will be the basis for a recommendation from the Planning and Zoning Board and final determination by the Village Board. It is incumbent upon YOU to explain how these Village Ordinance requirements are satisfied by your request. Failure to satisfy all of the requirements above may result in the Village denying your requested special use. Please do not submit only "yes" or "no" but provide an explanation of HOW the requested special use supports each of the conclusions listed above.

Village of Niles • Community Development Department
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PLANNING AND ZONING BOARD APPLICATION – ~~SPECIAL USE~~ VARIATION

PROJECT NO. _____

NAME OF PROJECT AND/OR BUSINESS: S & M AUTO REPAIR

ADDRESS OF PROJECT AND/OR BUSINESS: 9002 N. MILWAUKEE AVE, NILES IL 60714

NAME(S) OF APPLICANT: MUSAHIB PUTHAWALA
ADDRESS: 2144 PARK SIDE DRIVE
CITY, STATE, ZIP: PARK RIDGE, IL , 60068
EMAIL: MUSU_PUTHAWLA@YAHOO.COM ***TELEPHONE:*** 773-403-7861 ***FAX:*** _____

NAME(S) OF PROPERTY OWNER(S): PRASANTHI MANAGEMENT LLC
ADDRESS: 9002 N. MILWAUKEE AVE
CITY, STATE, ZIP: NILES, IL , 60714
EMAIL: KEVINGHEEWALA@YAHOO.COM ***TELEPHONE:*** 847-530-3748 ***FAX:*** _____

NAME(S) OF PROPERTY ATTORNEY OR AGENT: KEVIN GHEEWALA
ADDRESS: 7227 N. KEELER AVE.
CITY, STATE, ZIP: LINCOLNWOOD, IL, 60712
EMAIL: KEVINGHEEWALA@YAHOO.COM ***TELEPHONE:*** 847-530-3748 ***FAX:*** _____

PERMANENT INDEX NUMBER(S) (PIN #) OF SUBJECT PROPERTY: 09-14-413-021-0000

AREA OF SUBJECT PROPERTY: _____
CURRENT ZONING CLASSIFICATION OF SUBJECT PROPERTY: C-2 General Commercial District
CURRENT USE OF SUBJECT PROPERTY: GAS STATION
PROPOSED IMPROVEMENTS TO SUBJECT PROPERTY:

AUTO REPAIR SHOP (EXISTING)

With the submittal of this application, I hereby request that the Mayor and Board of Trustees of the Village of Niles grant the approvals as noted for the subject property as described in the attached documents and specifications, and do hereby certify that all information contained in this application and accompanying documents is true and correct to the best of my knowledge. I also permit entrance on the Subject Property by Village officials for the purpose of inspections related to this request.

SIGNATURE OF APPLICANT: M. I. Puthawala ***DATE:*** _____

SIGNATURE OF PROPERTY OWNER(S): _____ ***DATE:*** 11-7-24

APPROVAL STANDARDS FOR A VARIATION

Per Village of Niles Code of Ordinances, Appendix B, Section 15.4(E), "The decision of the Planning and Zoning Board must be based on findings to support the following conclusions. No single standard is controlling and a recommendation will be made based on the cumulative weight of the evidence submitted."

The decision of the Planning and Zoning Board and/or Village Board will be made based on findings to support specific conclusions/standards listed below. No single standard is controlling and a determination will be made based on the entire weight of the evidence submitted. As part of a complete application, an applicant must provide a written explanation of how the requested variation meets EACH of the conclusions/standards. You may use the area below for your response.

a. *The strict application of the terms of this Ordinance will result in undue hardship, as distinguished from a mere inconvenience, unless the specific relief requested is granted.*

See following page for answers

b. *The variation, if granted, will not alter the essential character of the locality.*

c. *The plight of the owner is due to unique circumstances inherent to the subject property, related to the particular physical surroundings, shape, or topographical conditions of the specific property, and not from the personal situation of the owner and has not been created by any person presently having a proprietary interest in the property in question.*

Your explanation of/answer to the questions listed above will be the basis for a final determination from the Planning and Zoning Board. It is incumbent upon YOU to explain how these Village Ordinance requirements are satisfied by your request. Failure to satisfy all of the requirements above may result in the Village denying your requested special use permit. Please do not submit only "yes" or "no" but provide an explanation of HOW the project meets the standard.

Responses to Standards for Approving a Zoning Variation

A. The strict application of the terms of this Ordinance will result in undue hardship, as distinguished from a mere inconvenience, unless the specific relief requested is granted:

Parking: The building was constructed with an auto shop when it was initially built. There is no room for expansion for parking as it currently is configured. As far as parking, the previous auto shop operated for 8 years with no issue. Business operations will typically only work with three or four cars at a time, with the intent to get them in and out on a daily basis.

Retail requirement: Again, the gas station was constructed with an auto shop attached prior to the current owner. Not allowing a new operator to move in would result in a waste of potential space.

B. The variation, if granted, will not alter the essential character of the locality:

Parking: The variation will not alter the essential character as this building and parking configuration has been consistent for decades.

Retail requirement: This gas station was previously allowed to be built with an attached auto shop, and was intended to have an ancillary auto shop as part of the property. There are limited to no other uses could backfill the space in the current configuration

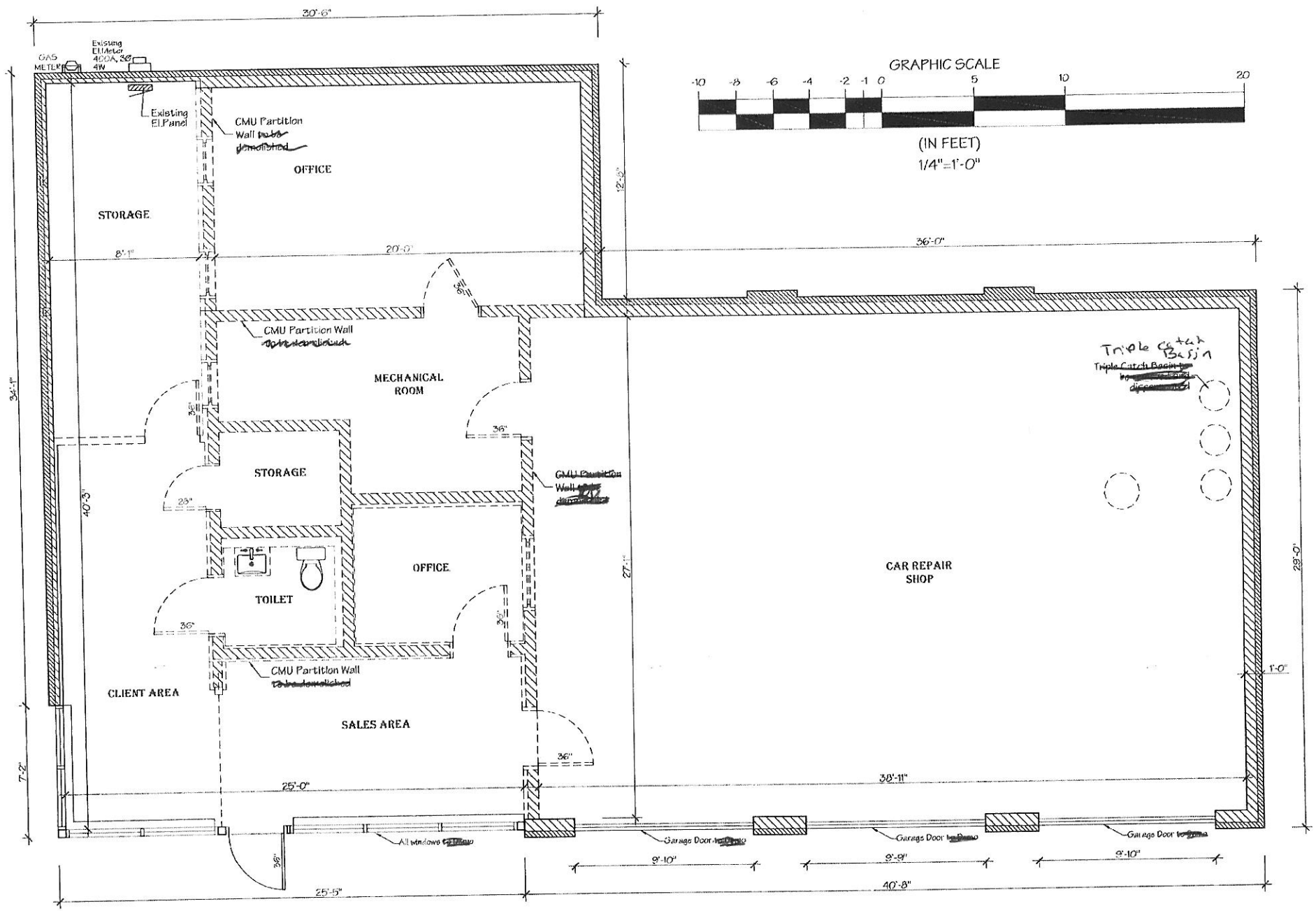
C. The plight of the owner is due to unique circumstances inherent to the subject property, related to the particular physical surroundings, shape, or topographical conditions of the specific property, and not from the personal situation of the owner and has not been created by any person presently having a proprietary interest in the property in question:

Parking: It was built prior to existing ownership as a gas station with an attached auto shop with three bays. The auto shop configuration of the building is inherent to the subject property.

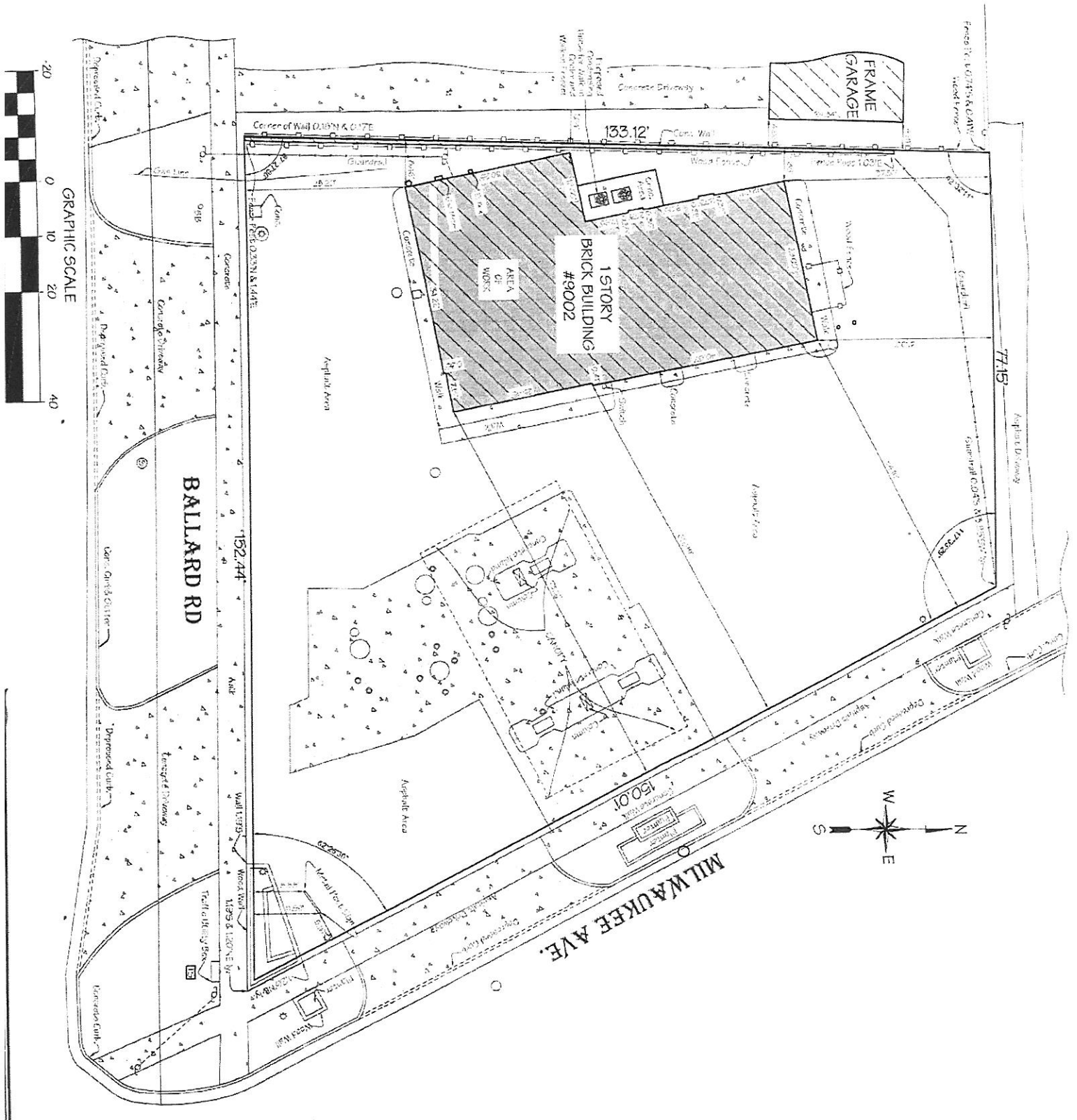
Retail: Same answer as above

PROJECT DISCRIPTION

- Name: S & M Auto Repair.
- Address: 9002 N Milwaukee Ave, Niles, Il 60714.
- Number of Employees: 4
- Hours of Operation:
  - Monday : 07:00 AM TO 08:00 PM
  - Tuesday : 07:00 AM TO 08:00 PM
  - Wednesday : 07:00 AM TO 08:00 PM
  - Thursday : 07:00 AM TO 08:00 PM
  - Friday : 07:00 AM TO 08:00 PM
  - Saturday : 07:00 AM TO 08:00 PM
  - Sunday : 09:00 AM TO 06:00 PM
- Type of Works: General Auto Repair
  - Oil change
  - Suspension Work
  - Tire Sales and Service
  - Emission Related Work
  - Engine Service and Repair
  - Transmission Service and Repair
  - Heating and Air Conditioning
  - Brakes


30'-6"
Existing
El.Meter
400A, 3Ø
4W
GAS
METER
Existing
El.Panel
CMU Partition
Wall
OFFICE
STORAGE
8'-1"
20'-0"
12'-3"
36'-0"
CMU Partition Wall
MECHANICAL
ROOM
Triple Catch
Basin
STORAGE
36"
CMU Partition
Wall
34'-1"
40'-3"
28"
OFFICE
TOILET
CAR REPAIR
SHOP
27'-1"
29'-0"
1'-0"
CMU Partition Wall
CLIENT AREA
SALES AREA
7'-2"
25'-0"
38'-11"
All windows
Garage Door
Garage Door
Garage Door
8'-10"
9'-9"
9'-10"
25'-5"
40'-8"
GRAPHIC SCALE
-10 -8 -6 -4 -2 -1 0 5 10 20
(IN FEET)
1/4"=1'-0"

LANDSCAPE PLAN



PROFESSIONALS ASSOCIATED SURVEY, INC
ALTA/ACSM LAND TITLE SURVEY
NORTH
GRAPHIC SCALE
77.15'
133.12'
159.01'
152.44'
E. MILWAUKEE
AVE.
BALLARD
RD

ORDINANCE 2025-xx

ORDINANCE APPROVING A SPECIAL USE PERMIT PER VILLAGE OF NILES ZONING ORDINANCE APPENDIX B SECTION 8.2(A) FOR 'VEHICLE REPAIR – MINOR', A VARIATION FROM NILES ZONING ORDINANCE APPENDIX B SECTION 10.4(A) TO ALLOW FOR 11 PARKING SPACES WHERE 19 ARE REQUIRED, AND A VARIATION FROM SECTION 5.2(A)(3) TO ALLOW FOR A USE NOT LISTED UNDER THE "RETAIL" CATEGORY IN TABLE 8-1 OF THE ZONING ORDINANCE WITHIN 250' OF A SIGNALIZED INTERSECTION AT 9002 N. MILWAUKEE AVE.

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, the question of granting a special use permit as required under the Village of Niles Zoning Ordinance Appendix B Section 8.2(A) for 'Vehicle Repair – Minor', a Variation from Niles Zoning Ordinance Appendix B Section 10.4(A) to allow for 11 parking spaces where 19 are required, and a Variation from Section 5.2(A)(3) to allow for a use not listed under the "Retail" Category in Table 8-1 of the Zoning Ordinance within 250' of a signalized intersection at 9002 N. Milwaukee Avenue was referred to the Planning and Zoning Board for a Public Hearing; and

WHEREAS, a Public Hearing was held on January 6, 2025, after proper notice in a manner provided by law; and

WHEREAS, the applicant request is required under at Village of Niles Zoning Ordinance Appendix B Section 8.2(A) for 'Vehicle Repair – Minor', a Variation from Niles Zoning Ordinance Appendix B Section 10.4(A) to allow for 11 parking spaces where 19 are required, and a Variation from Section 5.2(A)(3) to allow for a use not listed under the "Retail" Category in Table 8-1 of the Zoning Ordinance within 250' of a signalized intersection at 9002 N. Milwaukee Avenue; and

WHEREAS, the Planning and Zoning Board has made a report containing findings of fact and recommending the applicant's request for granting of the special use permit to allow for 'Vehicle Repair – Minor', for 11 parking spaces where 19 are required, and to

allow for a use not listed under the "Retail" Category in Table 8-1 of the Zoning Ordinance Within 250’ of a Signalized Intersection, at 9002 N. Milwaukee Ave; and

WHEREAS, the Corporate Authorities of the Village of Niles, Cook County, Illinois have duly considered said Planning and Zoning Board recommendation and consider it in the best interest of the Village to grant said request.

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

SECTION 1: Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: The materials and exhibits attached to this Ordinance are incorporated by reference and made a part of this Ordinance.

SECTION 3: A special use permit Special Use Permit per Village of Niles Zoning Ordinance Appendix B Section 8.2(A) for ‘Vehicle Repair – Minor’, a Variation from Niles Zoning Ordinance Appendix B Section 10.4(A) to allow for 11 parking spaces where 19 are required, and a Variation from Section 5.2(A)(3) to allow for a use not listed under the "Retail" category in Table 8-1 of the Zoning Ordinance within 250’ of a signalized intersection at 9002 N Milwaukee Ave, is granted.

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

PASSED: This 28th day of January 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January 2025.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January 2025, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

BOARD AGENDA ITEM EXPLANATION FORM

Ordinance Approving a Special Use Permit as Required in Appendix B, Section 8.2(A) to allow 'Pet Services: Grooming' at 7629 N. Milwaukee Avenue (25-ZP-01)

Meeting Date: 01/28/2025	Item Number **12.d**
Requested By: Community Development Department	Action Requested: Ordinance
Prepared By: Nathan Bruemmer, Planning Technican	Assigned to: Trustee Niedermaier

Strategic Pillar: Diversified Economic Development

Applicable Village Plan: Comprehensive Plan

Link to Applicable Village Plan: vniles.com/DocumentCenter/View/14529/Niles-2040-Comprehensive-Plan---APPROVED-12324

ATTACHMENTS:
Staff Report - 25-ZP-01 - 7629 Milwaukee.pdf
Ordinance_2025-xx_Special Use Permit Required in Appendix B Section 8.2A to allow Pet Services Grooming 7629 N Milwaukee.docx
Minutes - ZoningJanuary2025 Revised Draft.docx

MOTION

I move for Board Approval of an Ordinance approving a Special Use Permit as Required in Appendix B, Section 8.2(A) to allow 'Pet Services: Grooming' at 7629 N. Milwaukee Avenue.

REASON FOR REQUEST / BACKGROUND

The Planning and Zoning Board voted 5-0-2 to recommend approval of the request at a public hearing held on January 6, 2025.

Will this action involve an expenditure of funds?	No
If yes, is this a budgeted item?	
Impact on future budget(s)	
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	
Grant Funded Project	
Grant Source	
ORG#	Total Amount for Approval
ACCT#	Budget Amount
	Line Item Budget Amount
	Variance

AGENDA ITEM NUMBERS:	1
HEARING DATE:	JANUARY 6, 2025
CASE NUMBER:	25-ZP-01
PROJECT NAME:	7629 N MILWAUKEE AVE
APPLICATION TYPE:	SPECIAL USE

Planning and Zoning Board

Agenda Item #1

January 6, 2025

A request for approval of a Special Use as required by Village of Niles Zoning Ordinance Appendix B Section 8.2(A) to allow for 'Pet Services: Grooming' at 7629 N Milwaukee Ave, Niles, IL 60714.

Attachment Number	Description	Provided	Date
1	Staff Report to the Planning and Zoning Board	✓	12/17/2024
2	Location Map	✓	12/17/2024
3	Special Use Application	✓	12/9/2024
4	Applicant's Responses to the Requirements for Receiving a Special Use	✓	12/9/2024
5	Project Description	✓	12/9/2024
6	Floor Plan	✓	12/9/2024
7	Images of Building	✓	12/9/2024
8	Site Plan (Existing)	✓	12/9/2024
9	Survey	✓	12/9/2024

AGENDA ITEM NUMBERS:	1
HEARING DATE:	JANUARY 6, 2025
CASE NUMBER:	25-ZP-01
PROJECT NAME:	7629 N MILWAUKEE AVE
APPLICATION TYPE:	SPECIAL USE

Planning and Zoning Board
Agenda Item #1
January 6, 2025

Item for Planning and Zoning Board Consideration:
A request for approval of a Special Use as required by Village of Niles Zoning Ordinance Appendix B Section 8.2(A) to allow for 'Pet Services: Grooming' at 7629 N Milwaukee Ave, Niles, IL 60714.

PROJECT SUMMARY

Silvia Szatmari is seeking Special Use approval to open a 'Pet Services: Grooming' business at 7629 N Milwaukee Avenue. 7629 N Milwaukee is an approximately 900 sf commercial space located in the commercial strip just north of the Milwaukee and Howard intersection, on the east side of the street. The properties at 7625, 7627 and 7629 are all held under common ownership. The subject property was most recently occupied by Air Pride Heating & Air Conditioning Co, which went out of business in 2023. There are approximately three parking spaces behind the 7625-7629 building, as well as a shared parking lot in the front utilized by all businesses on the block.

Ms. Szatmari's business will be operating as Sylvia's Pet Grooming. The business will provide grooming services for dogs, cats and other pets. These services include bathing, haircuts, nail trimming, ear cleaning, and other specialized treatments. Ms. Szatmari is certified in pet grooming by the Penn Foster Career School. The business will operate Tuesday through Saturday from 10:00 AM to 7:00 PM, and will be by appointment only. The salon will have two to three employees. In addition to standard drop off grooming services, the business will also offer pick-up and drop-off options where they pick the pets up directly from their homes. Ms. Szatmari will be leasing the property.

Analysis

Surrounding Land Uses:

Direction	Existing Zoning	Existing Use	Comprehensive Plan
North	C-3 – Milwaukee Ave Form Based District	Commercial	Mixed-Use
South	C-3 – Milwaukee Ave Form Based District	Commercial	Mixed-Use
East	C-3 – Milwaukee Ave Form Based District	Single-Family Residential	Mixed-Use
West	C-3 – Milwaukee Ave Form Based District	Commercial	Mixed-Use

ZONING AND COMPREHENSIVE PLAN

The subject property is zoned 'C-3 Milwaukee Ave Form Based District.' 'Pet Services: Grooming' require a Special Use in all commercial zoning districts, including the C-3 District. Section 8.5 defines 'Pet Services: Grooming' as "an establishment that offers pet grooming services."

Policy #2 in the "Districts and Corridors" portion of the Niles 2040 Comprehensive plan is to "pursue and attract new land users and tenants to fill vacant shopping center spaces." The subject property has been vacant for over a year.

Parking

The subject property has approximately three spaces in the rear of the property, and the parking in front of the buildings for the entire block is shared. As for required parking, the subject property is located in a commercial strip center with three rentable commercial spaces under common ownership. This is considered a 'Multi-Tenant Retail Center of less than 80,000 sf' as defined in Section 10.4(F). Section 10.4(F)(1)(a) states that "As of the effective date of this Ordinance, the number of parking spaces currently provided on the lot of an existing multi-tenant retail centers of less than 80,000 square feet are deemed conforming and any use that requires 4 parking stalls or less per each 1,000 sf of gross floor area according to Table 10-2 is allowed without parking credits." The parking requirement for 'Pet Services: Grooming' is 3 spaces per 1,000 sf. As such, they are covered by Section 10.4(F)(1) and parking is deemed conforming.

Requirements for a "Special Use" Permit

As required by Section 15.3(E) of the Village's Zoning Ordinance, the Petitioner is required to demonstrate that they meet the following Special Use criteria. The Planning and Zoning Board is encouraged to consider these standards as it discusses this request:

- *Is the special use in the specific location proposed consistent with the spirit and intent of the zoning ordinance, the adopted Comprehensive Plan, and other adopted Village land use policies?*
- *Will the proposed special use endanger the public health, safety, and welfare?*
- *Is the proposed special use compatible with the general land use of adjacent properties and other property within the immediate vicinity?*
- *Is the proposed special use deemed necessary for the public convenience at the proposed location?*

The Petitioner has provided a response to the aforementioned requirements, which have been included in the packet.

Critical Issues

Comments from Village Departments:

Police:	No concerns
Fire:	No concerns
Engineer:	No concerns
Community Development:	Recommend approval

Legal Notification:

A legal notice was published in the Bugle on December 19, 2024, and notices to all owners of property within 250 feet were mailed on December 18, 2024. An on-site sign was placed on the property on December 19, 2024.

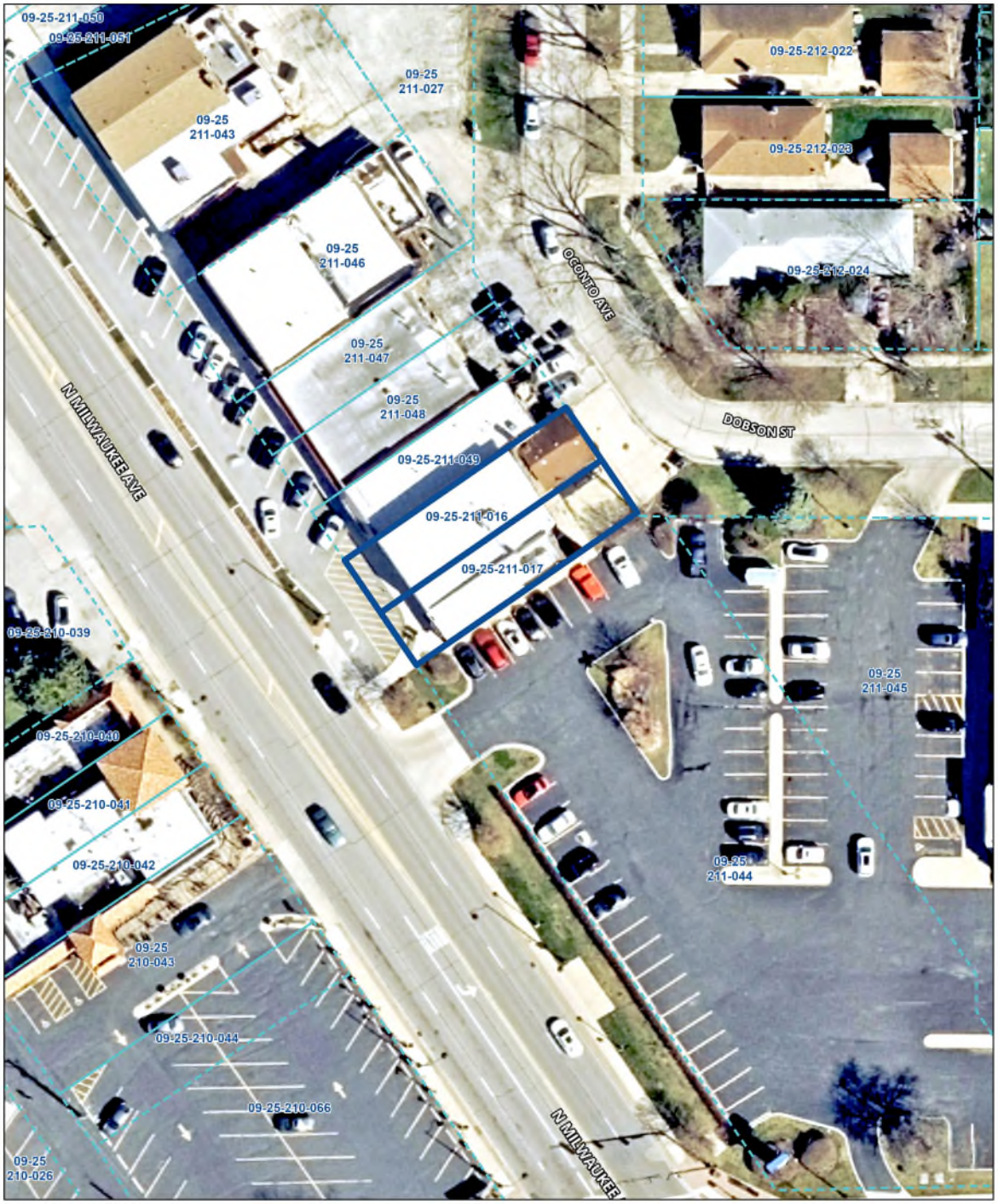
Other Actions:

The Planning and Zoning Board will make a recommendation on this requested special use permit, and this recommendation is tentatively scheduled to be considered by the Village Board for a final decision on Tuesday, January 28, 2025.

Principal Parties Expected at Meeting:

1. Silvia Szatmari, applicant, and;
2. Owners of properties who received notification.

7629 N Milwaukee



Village of Niles • Community Development Department
1000 Civic Center Drive, Niles, IL 60714 • Phone 847.588.8040 • Fax 847.588.8050 • www.vniles.com

PLANNING AND ZONING BOARD APPLICATION – SPECIAL USE

PROJECT NO. _____

NAME OF PROJECT AND/OR BUSINESS: Sylvia's Pet Care INC

ADDRESS OF PROJECT AND/OR BUSINESS: 7629 N. Milwaukee Ave, Niles, IL

NAME(S) OF APPLICANT: Silvia Elena Szadmari
ADDRESS: 8032 Kilpatrick Ave
CITY, STATE, ZIP: Skokie, IL, 60076
EMAIL: info@sylviaspetcare.us **TELEPHONE:** 773.807.8574 **FAX:** _____

NAME(S) OF PROPERTY OWNER(S): VASILIOS LIVADITIS
ADDRESS: 6902 N. LATROBE
CITY, STATE, ZIP: SKOKIE, IL 60077
EMAIL: Dlivo@comcast.net **TELEPHONE:** 847-668-3995 **FAX:** _____

NAME(S) OF PROPERTY ATTORNEY OR AGENT: _____
ADDRESS: _____
CITY, STATE, ZIP: _____
EMAIL: _____ **TELEPHONE:** _____ **FAX:** _____

PERMANENT INDEX NUMBER(S) (PIN #) OF SUBJECT PROPERTY: 09-25-211-017-0000
09-25-211-016-0000

AREA OF SUBJECT PROPERTY: _____
CURRENT ZONING CLASSIFICATION OF SUBJECT PROPERTY: ~~R-1 Single-Family Residential District~~ C-3
CURRENT USE OF SUBJECT PROPERTY: VACANT
PROPOSED IMPROVEMENTS TO SUBJECT PROPERTY:

New painting, new floors

With the submittal of this application, I hereby request that the Mayor and Board of Trustees of the Village of Niles grant the approvals as noted for the subject property as described in the attached documents and specifications, and do hereby certify that all information contained in this application and accompanying documents is true and correct to the best of my knowledge. I also permit entrance on the Subject Property by Village officials for the purpose of inspections related to this request.

SIGNATURE OF APPLICANT: _____ **DATE:** 11.26.2024

SIGNATURE OF PROPERTY OWNER(S): _____ **DATE:** 11-3-2024

Village of Niles • Community Development Department
1000 Civic Center Drive, Niles, IL 60714 • Phone 847.588.8040 • Fax 847.588.8050 • www.vniles.com

AFFIDAVIT OF OWNERSHIP

COUNTY OF COOK)
) SS
STATE OF ILLINOIS)

I, VASILIOS LIVADITIS, under oath, state that I am:

- [X] the sole
- [ ] an
- [ ] an authorized officer of the

) owner of the property

commonly described as 7625-7629 N. Milwaukee Ave., Niles, IL 60714

and that such property is owned by VASILIOS LIVADITIS TRUST

December 2, 2024 as of this date.

Signature

Subscribed and Sworn to before me

this 02 day of December, 2024.

My commission expires May 31, 2028

Alexandria Elizabeth Robson

Alexandria Elizabeth Robson

Notary Public

Official Seal
ALEXANDRIA ELIZABETH ROBSON
Notary Public, State of Illinois
Commission No. 991629
My Commission Expires May 31, 2028

APPROVAL STANDARDS FOR A SPECIAL USE

Per Village of Niles Code of Ordinances, Appendix B, Section 15.3(E), "the listing of a use as a special use within a zoning district does not constitute an assurance or presumption that such special use will be approved. Rather, each special use must be evaluated on an individual basis, in relation to all applicable standards of this Ordinance. Such evaluation will determine whether approval of the special use is appropriate at the particular location and in the particular manner proposed."

The recommendation of the Planning and Zoning Board and decision of the Village Board will be made based on findings to support each of the following conclusions:

1. *The special use in the specific location proposed is consistent with the spirit and intent of the zoning ordinance, the adopted Comprehensive Plan, and other adopted Village land use policies.*

The Pet Grooming Salon is consistent with the intent and purpose of the zoning ordinance. It aligns with the objectives of the zoning district by paviding a service that complements the character of the area while meeting the needs of the comeurity, ensuring minimal impact on the neighborhood. We believe this will contribute positevely to the area's vitality, in full accordance with the zoning regulations.

2. *The proposed special use will not endanger the public health, safety, and welfare.*

The Salon will not pose any threat to public heath, safety or welfare. The facility is designed to operate in full compliance with all relevant health and safety regulations, ensuring a safe enviroment for both pets and the comeurity. Appropiate measures will be taken to minimize any potential disruptions, such as noisle or traffic, and we will maintain high standards of cleanliness and sanitation.

3. *The proposed special use is compatible with the general land use of adjacent properties and other property within the immediate vicinity.*

The salon is compatible with the general land use. The nature of the business is consistent others in the area and the operations will integrate seamlessly with the surandings. We will not introduce any incompatible activities or disruptions, and its presence will contribute to the diversity of service available to the local comeurity, enhancing the overall character of the area

4. *The proposed is special use deemed necessary for the public convenience at the proposed location?*

The demand for pet care services, including grooming, it's growing within the comeurity, and the proposed site it's strategicaly situated on a strip street, so it's easly accesible to serve the needs of the local residents and pet owners.

As part of a complete application, an applicant must provide a specific explanation of how the requested special use meets EACH of the conclusions listed above. You may use the area below each of the standards for your response or respond on a separate sheet of paper.

Your explanation of how the requested special use meets EACH of the conclusions will be the basis for a recommendation from the Planning and Zoning Board and final determination by the Village Board. It is incumbent upon YOU to explain how these Village Ordinance requirements are satisfied by your request. Failure to satisfy all of the requirements above may result in the Village denying your requested special use. Please do not submit only "yes" or "no" but provide an explanation of HOW the requested special use supports each of the conclusions listed above.

Project Description: Pet Grooming Salon (Sylvia's Pet Grooming)

Overview

Our pet grooming salon, **Sylvia's Pet Grooming,** is designed to provide top-tier grooming services for dogs, cats, and other furry companions in a welcoming and professionally equipped space.

Located in a convenient and pet-friendly neighborhood, our salon will cater to the needs of pet owners who value quality care and personalized attention for their pets.

Our project is focused to provide premium grooming services for beloved pets in an eco-conscious and customer-centric environment, using the most clean and natural products. Designed with the needs of modern and classic pet owner in mind, this is women-owned startup will cater to all ages of pet parents, offering unparalleled convenience and exceptional care.

The salon will operate with a customer-first philosophy, ensuring a safe, hygienic, and comfortable environment for pets while making their grooming experience enjoyable. Alongside standard grooming services, we are proud to offer pick-up and drop-off options, in a special modified minivan that will be a standout feature and will bring added convenience for busy pet owners. Pets owners can enjoy peace of mind knowing their companions will be transported safely to and from the salon, allowing them to focus on their own schedules while we take care of their pets.

As a women-owned business, the salon will celebrate entrepreneurship and diversity, creating a welcoming atmosphere for clients and employees alike. With an emphasis on exceptional customer service and sustainability, the salon will establish itself as a trusted and innovative improvement in the pet care industry.

By merging convenience, quality, and eco-conscious practices, our pet spa salon will not only transform the grooming experience but also foster a deeper connection between pets and their owners. This startup embodies the vision of a modern pet care solution, designed to meet the needs of today's needs for everybody.

At heart of the salon's mission is a commitment to sustainability and animal well-being. By exclusively using natural, eco-friendly grooming products, we aim to reduce our environmental impact while ensuring the highest quality care for pets. Also, from relaxing baths to precision grooming, each service will prioritize comfort, health and safety, leaving pets refreshed and owners delighted.

Renovation Timeline

To create the perfect atmosphere and meet the highest standards of cleanliness and safety, the property will undergo a two-month renovation before opening. The timeline is as follows:

- **Week 1-2:** Removal of existing flooring and preparation for new installations.
- **Week 3-4:** Installation of durable, slip-resistant floors designed for easy cleaning and pet safety.
- **Week 5-6:** Repainting of walls in neutral, soothing colors to create a calming ambiance for pets and their owners.
- **Week 7-8:** Final touches, such as installing workstations, grooming equipment, and creating a small waiting area for owners.

Operating Hours and Staffing

Our salon will operate **Tuesday through Saturday from 10:00 AM to 7:00 PM**, strictly by appointment to ensure a focused and timely grooming experience for each pet. Initially, the salon will employ **two to three experienced groomers and helpers**, ensuring quality service and the capacity to handle multiple clients efficiently.

Parking and Accessibility

For customer convenience, the salon will offer **front parking on a first-come, first-served basis**, accommodating several vehicles. Additionally, a **reserved parking space at the back of the building** will be available for staff and customers with special requirements. This setup ensures easy access for all clients.

Services and Features

Our grooming services will include bathing, haircuts, nail trimming, ear cleaning, and specialized treatments such as de-shedding and styling for pets. To enhance convenience, we will offer a **pick-up and drop-off service** from the pet owner's location, allowing clients to focus on their busy schedules while ensuring their pets are well-cared for. This feature reflects our commitment to making grooming accessible and hassle-free for all pet owners.

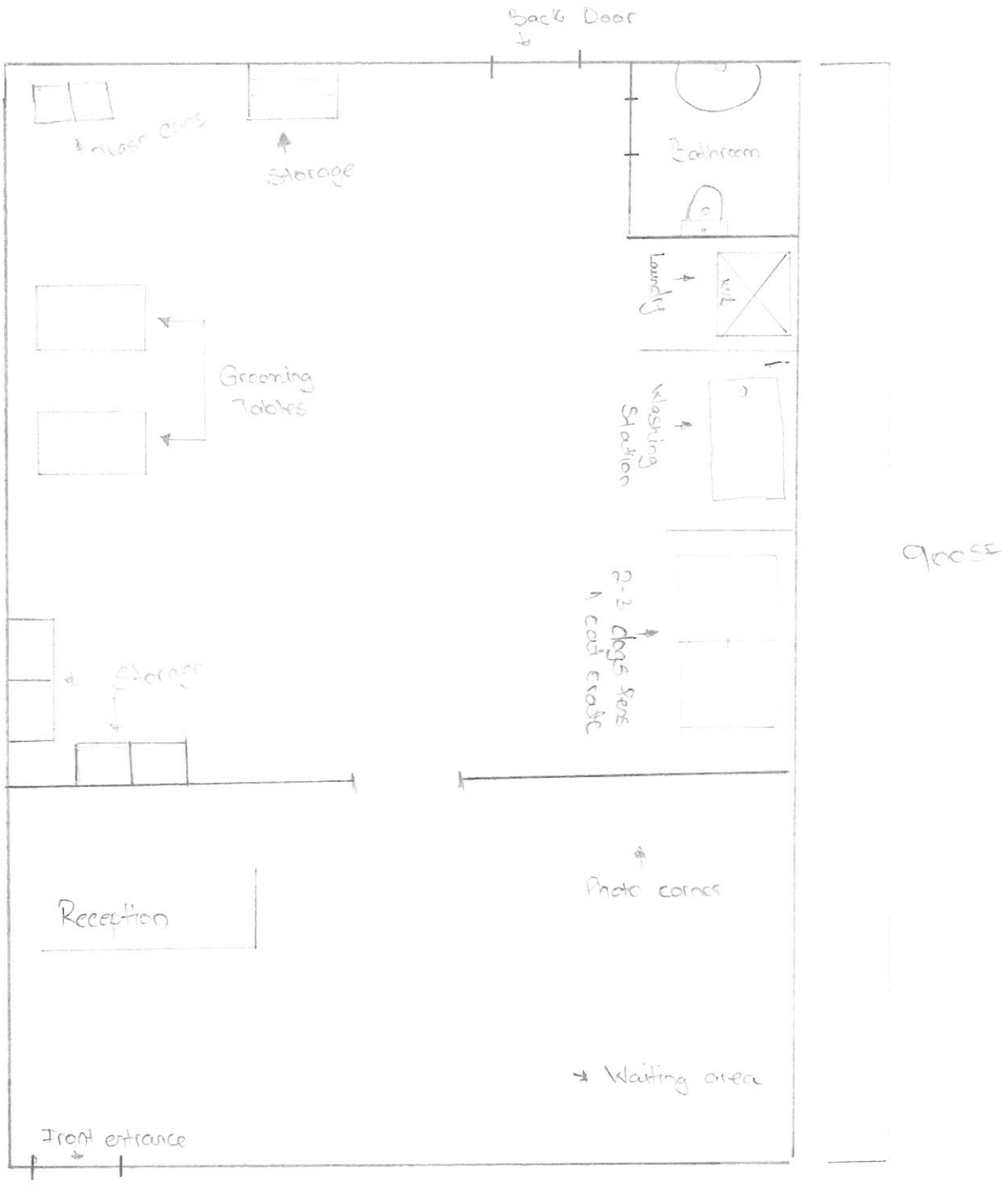
Business Vision

Our mission is to create a trusted, community-centered pet grooming salon where pets feel at home and owners feel confident about the care their pets receive. With attention to detail, exceptional service, and a love for animals, we aim to build a loyal customer base that values the high-quality experience we provide.

Alongside offering a safe environment for pets that we will take care of we will ensure to provide the minimal discomfort to our business neighbors as well, making sure that the we will not interfere with the traffic and noise to disturb anybody around us.

By focusing on convenience, safety, and customer satisfaction, **Sylvia's Pet Grooming** will set the standard for pet grooming services in the area.

7629 N. Milwaukee Ave
Floor Plan.



7629 N. MILWAUKEE AVENUE STREET VIEW



7625-7629 N. MILWAUKEE AVENUE NILES, IL





7625-7629 N. MILWAUKEE AVENUE NILES, IL





N. MILWAUKEE AVE.

TWO-WAY

50.0'

NEW BUILDING ENTRY

AREA OF WORK

14.0'

36.0'

56.0'

EXISTING 1 STORY MASONRY BLDG. TYPE III-B CONSTRUCTION

EXISTING 2 STORY MASONRY BLDG. N.I.C.

56.0'

108.0'

108.0'

14.0'

36.0'

EXISTING GARAGE

14'-0"

14'-0"

50.0'

PART OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PROJECT COORDINATES
Illinois State Plane, Ease Zone, NAD 83 (2011)

Station / Description	Northing	Easting
11+57.93 47.23' Rt.	1,950,177.25	1,127,006.85
11+57.91 66.29' Rt.	1,950,188.02	1,127,022.56
12+07.91 66.31' Rt.	1,950,229.25	1,126,994.28
12+07.93 47.27' Rt.	1,950,218.48	1,126,978.57
12+09.95 66.31' Rt.	1,950,230.79	1,126,993.22
12+21.22 69.54' Rt.	1,950,242.05	1,126,989.41
12+24.61 69.39' Rt.	1,950,224.76	1,126,987.36
12+30.91 66.43' Rt.	1,950,248.26	1,126,981.36
12+30.93 47.28' Rt.	1,950,237.45	1,126,965.57
12+33.38 66.46' Rt.	1,950,250.33	1,126,979.98
12+41.50 68.74' Rt.	1,950,258.17	1,126,977.04
12+49.07 68.47' Rt.	1,950,264.40	1,126,972.76
12+56.93 66.63' Rt.	1,950,269.84	1,126,966.79
12+59.12 66.64' Rt.	1,950,271.65	1,126,965.56
12+67.01 68.77' Rt.	1,950,279.36	1,126,962.85
12+74.76 68.70' Rt.	1,950,285.71	1,126,958.40
12+83.10 66.79' Rt.	1,950,291.50	1,126,952.10
12+83.12 47.32' Rt.	1,950,280.49	1,126,936.05
8+00 Milwaukee Avenue	1,949,855.46	1,127,170.55

GRAPHIC SCALE
FEET
0 20
SCALE: 1" = 20'

LEGEND

SECTION CORNER
QUARTER SECTION CORNER

- SECTION / QUARTER SECTION LINE
- PLATTED LOT LINES
- PROPERTY (DEED) LINE
- APPARENT PROPERTY LINE
- EXISTING CENTERLINE
- PROPOSED CENTERLINE
- EXISTING RIGHT OF WAY LINE
- PROPOSED RIGHT OF WAY LINE
- EXISTING EASEMENT
- PROPOSED EASEMENT
- EXISTING ACCESS CONTROL LINE
- PROPOSED ACCESS CONTROL LINE
- 129.32' MEASURED DIMENSION
- 129.32' (COMP) COMPUTED DIMENSION
- (129.32') RECORDED DIMENSION
- EXISTING BUILDING

- IRON PIPE OR ROD FOUND
- "MAG" NAIL SET
- CUT CROSS FOUND OR SET
- 5/8" REBAR SET
- STAKING OF PROPOSED RIGHT OF WAY. SET DIVISION OF HIGHWAYS SURVEY MARKER TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY INSCRIPTION DATA AND SURVEYOR'S REGISTRATION NUMBER.
- STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS. BURIED 5/8 INCH METAL ROD 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP BEARING SURVEYOR'S REGISTRATION NUMBER.
- PERMANENT SURVEY MARKER, I.D.O.T. STANDARD 2135 (TO BE SET BY OTHERS)
- RIGHT OF WAY STAKING PROPOSED TO BE SET

A	2.04'	N 34°26'58" W
B	11.72'	N 18°30'23" W
C	3.40'	N 37°00'09" W
D	6.96'	N 59°37'53" W
E	2.47'	N 33°54'28" W
F	8.37'	N 20°32'12" W
G	7.57'	N 34°30'29" W
H	8.07'	N 47°38'56" W
I	2.19'	N 34°14'59" W
J	8.18'	N 19°22'54" W
K	7.75'	N 35°01'14" W
L	8.56'	N 47°23'11" W

Notes:
- Bearings and distances are referenced to Illinois State Plane Coordinate System, East Zone, North American Datum of 1983, "grid" (2011 adjustment)
- Coordinates are based on Illinois State Plane Coordinate System, East Zone, North American Datum of 1983, "grid" (2011 adjustment)
- All dimensions are measured unless otherwise noted.
- All measured and calculated distances are grid. To obtain ground distances, divide grid distances by the combination factor of 0.999975.

HOWARD STREET
MILWAUKEE AVENUE
(ILLINOIS ROUTE 21)
Existing & Proposed Centerline of Construction
Existing Right-of-Way
Sta. 8+93.33 Milwaukee Avenue
Sta. 11+69.97 Howard Street
N 87°47'09" E 312.44'
969.45' N 34°28'51" W
Existing Right-of-Way established as per Doc. 9522428

William Zelosky's Howard Avenue Subdivision
(Recorded June 17, 1924 as Document T221256)
LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 111

Milwaukee-Howard-Harlem Subdivision
(Recorded January 14, 1924 as Document 9522428)
LOT 24 LOT 23 LOT 22 LOT 21 LOT 20 LOT 19 LOT 18 LOT 17 LOT 16 LOT 15 LOT 14 LOT 13 LOT 12 LOT 11 LOT 25
B l o c k 2

0002TE
POB 0002TE
Bit. & Sta. 12+07.93 47.27' Rt.
Concrete Entrance
50.00' S 34°26'23" E
0001TE
50.00' N 34°26'58" W
POB 0001TE
Sta. 11+57.93 47.23' Rt.
Sta. 11+57.91 66.29' Rt.
POB 0003TE
Sta. 12+30.93 47.28' Rt.
52.19' S 34°26'23" E
23.00' S 34°26'23" E
0003TE
Sta. 12+83.12 47.32' Rt.
Sta. 12+83.10 66.79' Rt.
0004
See Sheet 3

Parcel 0001
TOTAL HOLDING
0.124 Acres
Edward Jones Investments
Air Pride Heating & Air Conditioning
LeFrench Twist Salon
Brick Commercial Building
Niles Coin Shop
CellFone MD
Taekwondo
P.I.N. 09-25-211-017
P.I.N. 09-25-211-016
P.I.N. 09-25-211-049
P.I.N. 09-25-211-048
P.I.N. 09-25-211-047
Parcel 0002
TOTAL HOLDING
0.057 Acres
Parcel 0003
TOTAL HOLDING
0.130 Acres

1 Sta. 12+09.95 66.31'Rt.
2 Sta. 12+21.22 69.54'Rt.
3 Sta. 12+24.61 69.39'Rt.
4 Sta. 12+30.91 66.43'Rt.
5 Sta. 12+33.38 66.46'Rt.
6 Sta. 12+41.50 68.74'Rt.
7 Sta. 12+49.07 68.47'Rt.
8 Sta. 12+56.93 66.63'Rt.
9 Sta. 12+59.12 66.64'Rt.
10 Sta. 12+67.01 68.77'Rt.
11 Sta. 12+74.76 68.70'Rt.

16' Public Alley (Vacated as per Document 17153555)
16' Public Alley (Vacated as per Document 16572503)
See Sheet 3

STATE OF ILLINOIS)
)SS
COUNTY OF MCHENRY)

THIS IS TO CERTIFY THAT I, ANTHONY E. BIANCHIN, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTION 25, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, MADE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS.

DATED AT CRYSTAL LAKE, ILLINOIS THIS 15th DAY OF JULY, 2019 A.D.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003603
LICENSE EXPIRATION DATE: NOVEMBER 30, 2020

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

ANTHONY E. BIANCHIN 035-003603 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS

"LICENSE EXPIRES 11-30-2020"

PARCEL NUMBER	TOTAL HOLDING ACRES	PART TAKEN ACRES	AREA IN EXISTING R.O.W. ACRES	REMAINDER AREA ACRES	EASEMENT AREA ACRES	EASEMENT AREA SQUARE FEET	PARCEL INDEX NUMBER
0001TE	0.124	N/A	N/A	0.124	0.022	952	09-25-211-017 09-25-211-016
0002TE	0.057	N/A	N/A	0.057	0.011	477	09-25-211-049
0003TE	0.130	N/A	N/A	0.130	0.025	1,071	09-25-211-048 09-25-211-047

REVISION DATE: 07-15-2019 REVISION MADE BY: AEB

IDOT USE ONLY

BAXTER & WOODMAN Consulting Engineers
8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012
PHONE 815-459-1250 • FAX 815-455-0450

PLAT OF HIGHWAYS
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
MILWAUKEE AVENUE
(ILLINOIS ROUTE 21)

LIMITS : Jonquil Terrace to Howard Street COUNTY : COOK
SECTION : 17-00129-00-LS JOB NO. : R-55-001-97
STA. 8+00 TO STA. 13+25
SCALE : 1" = 20' SHEET 2 OF 3 SHEETS

BUREAU OF LAND ACQUISITION
201 WEST CENTER COURT
SCHAUMBURG, ILLINOIS 60196

ORDINANCE 2025-xx

ORDINANCE APPROVING A SPECIAL USE PERMIT AS REQUIRED IN APPENDIX B, SECTION 8.2(A) TO ALLOW 'PET SERVICES: GROOMING' AT 7629 N. MILWAUKEE AVENUE

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, the question of granting a special use permit as required in Appendix B, Section 8.2(A) to allow 'Pet Services: Grooming' at 7629 N. Milwaukee Avenue, was referred to the Planning and Zoning Board for a Public Hearing; and

WHEREAS, a Public Hearing was held on January 6, 2025, after proper notice in a manner provided by law; and

WHEREAS, the applicant request is required in Appendix B, Section 8.2(A) to allow 'Pet Services: Grooming' at 7629 N. Milwaukee Avenue; and

WHEREAS, the Planning and Zoning Board has made a report containing findings of fact and recommending the granting of the special use permit to allow for 'Pet Services: Grooming' at 7629 N. Milwaukee Avenue; and

WHEREAS, the Corporate Authorities of the Village of Niles, Cook County, Illinois have duly considered said Planning and Zoning Board recommendation and consider it in the best interest of the Village to grant said request.

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

SECTION 1: Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: The materials and exhibits attached to this Ordinance are incorporated by reference and made a part of this Ordinance.

SECTION 3: A special use permit per Village of Niles Zoning Ordinance as Required in Appendix B, Section 8.2(A) to allow 'Pet Services: Grooming' at 7629 N Milwaukee Ave, is granted.

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

PASSED: This 28th day of January 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January 2025.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January 2025, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

MAYOR
George D. Alpogianis

ACTING VILLAGE MANAGER
Katie Schneider

VILLAGE CLERK
Denise M. McCreery

TRUSTEES
Morgan Dubiel
John C. Jekot
Danette O'Donovan Matyas
Craig Niedermaier
Dean Strzelecki
Marryann Warda

DRAFT MEETING MINUTES

PLANNING AND ZONING BOARD

MONDAY, JANUARY 5, 2025

6:00 PM

NILES VILLAGE HALL

Members Present:	Thomas Kanelos, Chairman Susan DeBartolo, Vice Chairman and Acting Secretary Janet Lee Terrence McConville Richard E. Mangold
Staff Present:	Christine Raguso, Director of Community Development Nathan Bruemmer, Planner I

I. CALL TO ORDER

The Niles Planning and Zoning Board was called to order at 6:01 P.M.

II. PLEDGE OF ALLEGIANCE

All rose for the Pledge of Allegiance.

III. ROLL CALL

PRESENT: Chairman Thomas Kanelos, Commissioners Susan DeBartolo, Terrence McConville, Janet Lee, Richard Mangold

Also present was Director of Community Development Christine Raguso, Planner I Nathan Bruemmer. Commissioners Karabatsos and Schulter were absent.

IV. APPROVAL OF MINUTES

Chairman Kanelos asked if there were any additions, clarifications, or corrections to the minutes of November 4, 2024. There were none.

Commissioner DeBartolo moved to approve the minutes of December 2, 2024.

Seconded by Commissioner McConville, on roll call the vote was:

AYES:	5	DeBartolo, McConville, Lee, Mangold, Kanelos
NAYS:	0	
ABSENT:	2	Karabatsos, Schulter

There being five (5) affirmative votes the motion carried.

V. REQUESTS TO MAKE PUBLIC COMMENT OF A GENERAL NATURE

At this time, Chairman Kanelos said he will hear comments of a general nature, not a specific case. The public can ask questions or comment after the Board has heard the petitioners' testimony following each case. However, if the public has any general comments or questions, they can speak before we start to hear tonight's cases.

VI. OLD BUSINESS

VII. NEW BUSINESS

1. 25-ZP-01, 7629 N Milwaukee Ave
   See the complete case minutes attached to this document (Attachment #1)

2. 25-ZP-02, 7124 W Touhy Ave
   See the complete case minutes attached to this document (Attachment #2)

VIII. DISCUSSIONS

IX. ADJOURNMENT

Chairman Kanelos entertained a motion to adjourn.

Commissioner McConville moved to adjourn.

Seconded by DeBartolo, on roll call the vote was:

AYES:	5	McConville, Lee, Mangold, DeBartolo, Kanelos
NAYS:	0	
ABSENT:	2	Karabatsos, Schulter

There being five (5) affirmative votes the motion carried.

The meeting adjourned at 6:18 PM

Minutes Prepared by: Kathleen Janessa, Recording Secretary

1. 25-ZP-01, 7629 N Milwaukee Ave
   A request for approval of a Special Use Permit per Village of Niles Zoning Ordinance Appendix B Section 8.2(A) for 'Pet Services: Grooming' at 7629 N Milwaukee Ave, Niles, IL 60714.

COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

Persons appearing for the applicant

Silvia Szatmari, petitioner, 8032 N Kilpatrick Ave, Skokie, IL, came forward and was sworn in.

Summary of Presentations

Ms. Szatmari said she does not know how this works. This is the first business she is starting by herself. She has been doing this for 5 years. She just got her certificate.

Chairman Kanelos said so, you have been doing this for yourself and maybe friends, but now you are certified to do it as a business.

Ms. Szatmari said she also does pet-sitting. Now she will be able to bring those customers to her new business in the suburbs. She did not see a lot of pet grooming salons near transportation. She will pick up the pets from her customers' homes and deliver them back to the houses after grooming.

Chairman Kanelos said you are not going to board pets at this location, only at your home, correct? This is specifically for grooming, bathing and everything that goes along with that. Mostly dogs, but cats too?

Ms. Szatmari confirmed she will not be boarding as part of her business. And she has more cats than dogs.

Chairman Kanelos said really? He has been told cats are cleaner and they clean themselves.

Mr. Szatmari said they are but at least once a year they need a bath.

Chairman Kanelos said they probably need nail care too. He hears they are not very cooperative when they get their nails trimmed.

Ms. Szatmari said they are not. As a matter of fact, she just had an accident.

Chairman Kanelos told Ms. Szatmari that her type of business is allowed in this district; they look at the area and the type of business she is proposing. They decide if this is okay to have the Special Use in this area. If she has nothing else to add, he asked the Commissioners if they have any questions.

Commissioner Mangold asked where she received her certification as a groomer.

Ms. Szatmari said she did it online with Penn State in Pennsylvania. Then there was hands-on training at home with friends' pets.

Commissioner McConville asked if she was licensed by the state.

Ms. Szatmari said no, that is not necessary in Illinois. She has her certificate.

Chairman Kanelos said if there were licensing requirements with the state, the Community Development department would know about that and would have notified her. According to the plans, she is doing minor modifications inside the premises: painting, new floors etc.

Ms. Szatmari said yes.

Chairman Kanelos asked if there were any questions from the Commissioners. Any questions from the public. There were none.

Christine Raguso, Director of Community Development, explained to Ms. Szatmari, if she is doing any work on-site, more than cosmetic, such as plumbing or whatever, consult her department and they will help obtain a permit. They will make it very easy for her.

Chairman Kanelos said if you are putting in bathing stations or anything like that, it would require a permit.

Ms. Szatmari said she will be putting in bathing stations.

Chairman Kanelos said before she does any work like that, go to the Building Department and they will tell you which permits you need. They will work closely with you.

COMMENTS AND ARGUMENTS FROM INTEREST PARTIES

There were no other questions. Chairman Kanelos entertained a motion.

MOTION

Commissioner DeBartolo moved to approve case 25-ZP-01, a request for approval of a Special Use Permit per Village of Niles Zoning Ordinance Appendix B Section 8.2(A) for 'Pet Services: Grooming' at 7629 N Milwaukee Ave, Niles, IL 60714.

Seconded by Commissioner Mangold.

VIEWS EXPRESSED BY MEMBERS OF THE PLANNING AND ZONING BOARD

There were no views expressed by the Commissioners

DECISION

On roll call the vote was:

AYES:	5	DeBartolo, McConville, Lee, Mangold, Kanelos
NAYS :	0	
ABSENT:	2	Karabatsos, Schulter

There being five (5) affirmative votes the motion carried.

Chairman Kanelos stated this Board is a recommending body to the Board of Trustees who can either affirm or deny this recommendation. It will be necessary for the petitioner to contact Ms. Raguso and ask to be placed on the Board of Trustees agenda. The petitioner will then be notified of the date and anyone in the audience who would like to be informed of the Board of Trustees meeting date should leave their name, address, and phone number with the recording secretary.

2. 25-ZP-01, 7124 W Touhy Ave
A request for approval of a Special Use Permit per Village of Niles Zoning Ordinance Appendix B Section 8.2(A) for a 'Day Care Center' at 7124 W Touhy Ave, Niles, IL 60714.

COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

Persons appearing for the applicant
Maryam Bozai, the petitioner, 8609 Lillibet Terr, Morton Grove, IL, came to the podium and was sworn in.

Summary of Presentations
Ms. Bozai is looking forward to providing a necessary and in-demand service for the community of Niles.

Chairman Kanelos asked for the front of the building to be shown on the overhead screen. As far as he sees, there is no issue with parking. This is purely a Special Use. There is no Variance or anything else requested.

Commissioner Mangold wanted to double check the plumbing issue. Is it copper?

Nathan Bruemmer, Planner 1, answered it is a copper service line so that condition can be ignored. But there is another condition about landscaping. It is in the packet.

Commissioner Mangold asked about drop-off. Do cars pull in the driveway to drop off or will they stop on Touhy Ave?

Ms. Bozai said there are a couple of options for drop-off. There is parking in the back of the building. They plan to stagger drop-offs and pick-ups. There is a maximum of 25 kids. There are never more than 2 kids being dropped off or picked up at one time. They schedule it. In the front of the building there are 2 spots [not on the street] and much more parking in the back. Ideally, those 2 spots in the front will be used for drop-off and pick-up. But if they happen to be taken, clients will have to go to the back.

Ms. Raguso said she thinks it is important that the Commissioners hear Ms. Bozai's story. It is solid success story. She built a business around quality and kids in teaching the core values. It is a good story of how this came to be and where she sits right now with growth. Also, for the benefit of the Chairman,

there is a large development you will be hearing about soon. It is will sit next to Maryam's project. She has advised the applicant there is going to be a massive construction project going on – probably next year. There is going to be a lot of construction for probably 2 to 3 years. She has been advised. It was important that she had that information before she purchased this building.

Ms. Bozai said her name is Maryam. She is 38 years old. She has 5 kids of her own. She has 2 Masters Degrees. One is in education. She was a Special Ed teacher for 12 years. Her mother watched her first child about 12 years ago. It was great and she went back to teaching. When she had her second child, her mom said she was tired. So, then she thought 'who is going to raise my kids? I am ready to go back to teaching.' She started exploring the area for daycare. She lives in Morton Grove and there are some really good options. There is Goddard, Bright Horizon. These are $3,000 a month spaces. However, when she toured those spaces, she saw they only go by legal requirements. For example, for 2-year-olds, you are only required to have 1 adult for every 8 two years olds. Imagine a class with 16 two-year-olds and there are only 2 adults. It is a little wild. She thought this is crazy and these parents are paying $3,000 a month and this is the quality they are getting. These are corporate centers. It's about the bottom line and they just want to make as much money as they can and stay within compliance. She started to think with her background in child development and her passion for this, how can she make a better program? She opened her first center in Skokie about 4-1/2 years ago. It filled to capacity almost right away. She got calls from Lombard and that community wanted one. She opened that one in February. It is 3 times larger than the Skokie location. It filled up within 4 months. At the Skokie location there is a 1-1/2 year waitlist. Lombard does not have a waiting list but it is full. She is opening a third location in Naperville. It is under construction right now. This is a passion of hers. She feels quality child care is a need in every community. She also accepts Action for Children. It is a government program that subsidizes child care for low-income families. She was a single parent herself. She feels that families that do not have as much money as they wish they would should not suffer with low quality child care. They are also big on diversity. In each of the centers, the staff speaks an average of 4 or 5 languages. They accept children of all backgrounds and faiths. They have a curriculum that focuses on Islamic childcare but it is open to everybody. They serve Halal organic food. They have both staff and children that are Muslim and non-Muslim. It is a program that is essential, especially for communities that are diverse. It is something they get calls about within the state and the country about franchising and opening more locations. But she is doing the best she can and it has been 4-1/2 years. The plan is to rapidly expand. Niles is a great community and we get a lot of calls. We have people that travel to

the Skokie location and it takes up to 30 minutes. She feels this new location will take some of the burden off travel time for people that live in the area. This space is bigger than her Skokie space. Skokie is only licensed for 14 kids. This will be similar to the Lombard space and will accommodate 25 kids.

Chairman Kanelos asked what are the ages she serves.

Ms. Bozai said from 6 weeks to 5 years old. They may [if they are able to] have one room for after school care which would just be for after school and summer programs.

Chairman Kanelos said he knows there is a definite need for this. Some of the churches in Niles have preschools and they are packed. This is a good thing. And with a proposed big [residential] development going on next door, we may have to find her a bigger space in Niles so she stays here. She is open to opening more locations and giving priority to the residents of Niles should this come to be.

COMMENTS AND ARGUMENTS FROM INTEREST PARTIES

There were no questions from the Commissioners or the public. Chairman Kanelos entertained a motion.

MOTION

Commissioner DeBartolo moved to approve item 25-ZP-02, a request for approval of a Special Use Permit per Village of Niles Zoning Ordinance Appendix B Section 8.2(A) for a 'Day Care Center' at 7124 W Touhy Ave, Niles, IL 60714.

Seconded by Commissioner McConville.

VIEWS EXPRESSED BY MEMBERS OF THE PLANNING AND ZONING BOARD

Commissioner DeBartolo said thank you for bringing this to Niles. And thanks for telling your story.

Commissioner McConville seconded Commissioner DeBartolo. This is a wonderful idea. Anything better than the corporate daycares is a beautiful thing.

Commissioner Mangold appreciates Ms. Bozai's educational background. You have to pass this on to the children.

Commissioner Lee said it is a great addition to the community.

DECISION

On roll call the vote was:

AYES:	5	DeBartolo, McConville, Lee, Mangold, Kanelos
NAYS:	0	
ABSENT:	2	Karabatsos, Schulter

There being five (5) affirmative votes, the motion passed.

Chairman Kanelos stated this Board is a recommending body to the Board of Trustees who can either affirm or deny this recommendation. It will be necessary for the petitioner to contact Ms. Raguso and ask to be placed on the Board of Trustees agenda. The petitioner will then be notified of the date and anyone in the audience who would like to be informed of the Board of Trustees meeting date should leave their name, address, and phone number with the recording secretary.

BOARD AGENDA ITEM EXPLANATION FORM

Ordinance Approving an Ordinance Approving a Special Use Permit as Required in Appendix B, Section 8.2(A) to Allow a 'Day Care Center' at 7124 W. Touhy Avenue (25-ZP-02)

Meeting Date: 01/28/2025	Item Number **12.e**
Requested By: Community Development Department	Action Requested: Ordinance
Prepared By: Nathan Bruemmer, Planning Technican	Assigned to: Trustee Niedermaier

Strategic Pillar: Diversified Economic Development

Applicable Village Plan: Comprehensive Plan

Link to Applicable Village Plan: Niles-2040-Comprehensive-Plan---APPROVED-12324

ATTACHMENTS:
Staff Report - 25-ZP-02 - 7124 Touhy.pdf
Ordinance 2025-xx Special Use Permit Required in Appendix B Section 8.2A to allow Day Care Center at 7124 W Touhy Ave.docx
Minutes - ZoningJanuary2025 Revised Draft.docx

MOTION

I move for Board Approval of an Ordinance approving a Special Use Permit as Required in Appendix B, Section 8.2(A) to allow a 'Day Care Center' at 7124 W. Touhy Avenue.

REASON FOR REQUEST / BACKGROUND

The Planning and Zoning Board voted 5-0-2 to recommend approval of the request at a public hearing held on January 6, 2025.

Will this action involve an expenditure of funds?	No
If yes, is this a budgeted item?	

Impact on future budget(s)

If yes, Projected Cost(s), Projected Fiscal Year, Project Name

Grant Funded Project

Grant Source

ORG#

ACCT#

Total Amount for Approval

Budget Amount

Line Item Budget Amount

Variance

AGENDA ITEM NUMBERS:	2
HEARING DATE:	JANUARY 6, 2025
CASE NUMBER:	25-ZP-02
PROJECT NAME:	7124 W TOUHY AVE
APPLICATION TYPE:	SPECIAL USE

Planning and Zoning Board

Agenda Item #2

January 6, 2025

A request for approval of a Special Use as required by Village of Niles Zoning Ordinance Appendix B Section 8.2(A) to allow for a 'Day Care Center' at 7124 W Touhy Ave, Niles, IL 60714.

Attachment Number	Description	Provided	Date
1	Staff Report to the Planning and Zoning Board	✓	12/18/2024
2	Location Map	✓	12/18/2024
3	Special Use Application	✓	12/10/2024
4	Applicant's Responses to the Requirements for Receiving a Special Use	✓	12/10/2024
5	Project Description	✓	12/10/2024
6	Floor Plan	✓	12/10/2024
7	Site Plan	✓	12/10/2024
8	Survey	✓	12/10/2024

AGENDA ITEM NUMBERS:	2
HEARING DATE:	JANUARY 6, 2025
CASE NUMBER:	25-ZP-02
PROJECT NAME:	7124 W TOUHY AVE
APPLICATION TYPE:	SPECIAL USE

Planning and Zoning Board
Agenda Item #2
January 6, 2025

Item for Planning and Zoning Board Consideration:
A request for approval of a Special Use as required by Village of Niles Zoning Ordinance Appendix B Section 8.2(A) to allow for a 'Day Care Center at 7124 W Touhy Ave, Niles, IL 60714.

PROJECT SUMMARY

Maryam Bozai is seeking a special use to operate a Day Care Center at 7124 W Touhy Ave. The subject property is currently improved with a 3,025 sf, 1-story standalone building, with parking in the rear and a two-car parking pad in front. There is one curb cut providing access from Touhy Ave. The building was previously occupied by Golf Mill Medical Center, a small medical practice that had been in operation since 2005 and closed in 2022.

The proposed Day Care Center will be doing business at Little Ummah Daycare Center. They expect to have 25 children enrolled, ranging between the ages of 6 weeks and 5 years. There will be 2-6 employees on site during operating hours. Hours of operation will be Monday-Friday, 7:00 AM to 6:00 PM. The interior of the building will be renovated to include four classrooms, and indoor play area, and a warming kitchen. All meals are catered. The Illinois Department of Child and Family Services requires all daycares to have an outdoor play area. Ms. Bozai is proposing to create at 510 sf fenced-in play area behind the building. There are currently 11 parking spaces on site (9 in the rear and two in the front). The addition of the play area will result in the loss of one parking space. The Day Care Center will have staggered pick ups and drop offs to minimize congestion, with no more than two children scheduled for a drop off/pick up at the same time.

Ms. Bozai currently operates two other day care centers, one in Skokie and one in Lombard. She has a long waitlist for the Skokie location, and is seeking to expand to two other communities, as well as Niles. She is under contract to buy the property. Per the submitted project description, the Day Care Center will maintain higher child-to-staff ratios than what is required, will collaborate with therapists and school districts to accommodate special needs children, and also will partner with Action for Children to provide tuition subsidies for low-income families.

Analysis

Surrounding Land Uses:

Direction	Existing Zoning	Existing Use	Comprehensive Plan
North	PI – Public & Institutional Lands District	Niles Water Plant	Public and Institutional
South	PI – Public & Institutional Lands District	Pioneer Park	Parks and Open Space
East	C-3 – Milwaukee Ave Form Based District	Commercial	Mixed-Use
West	C-3 – Milwaukee Ave Form Based District	Commercial	Mixed-Use

ZONING AND COMPREHENSIVE PLAN

The subject property is zoned 'C-3 Milwaukee Ave Form Based District.' 'Day Care Centers' require a Special Use in all commercial zoning districts, including the C-3 District. Section 8.5 defines 'Day Care Center' as "a licensed facility where care, protection, and supervision is provided for children or well, ambulatory, or semi-ambulatory (non-bedridden) adults for less than 24 hours per day." Section 8.3(E) states that "day care centers must meet all applicable federal, state, and local requirements including, but not limited to, licensing, health, safety, and building code requirements."

Policy #2 in the "Districts and Corridors" portion of the Niles 2040 Comprehensive plan is to "pursue and attract new land users and tenants to fill vacant shopping center spaces." The subject property is not located in a shopping center, but rather in one of the Village's commercial corridors, and has been vacant for over a year. The Comprehensive Plan has a chapter on Community Facilities and Services, including the two following strategies: "assess gaps in the services the Village and/or other agencies provide and seek ways to fill those games" (Goal 1, Strategy 2.2), and "create partnerships and connections with existing service programs in surrounding communities" (Goal 1, Strategy 2.3). Ms. Bozai is planning to meet with the Village's Family Services department to see how her daycare center can support their operations and vice versa.

Parking

The subject property currently has 11 parking stalls, with 9 parking stalls in the rear parking lot, and two more on the parking pad in front of the building. Section 10.4, Table 10-2 of the Zoning Ordinance states that Day Care Centers require 2 parking stalls per 1,000 sf of gross floor area. The building is approximately 3,025 sf, meaning that 6 parking stalls are required for the business. The applicant is proposing to put a play area in the rear of the building, which will result in the loss of one parking stall. As such, there will be 10 parking stalls where 6 are required, so they are providing the required amount of parking. Staff had concerns about congestion during pick up and drop off times, but Ms. Bozai has a plan for scheduled staggered pickups and drop offs that will ensure no more than 2 children are being dropped off at a time.

Recommended Conditions of Approval

Should the Planning and Zoning Board approve the Special Use, Community Development Staff recommend the following conditions of approval:

1. The landscaping in front of the building must be replaced with new plantings prior to opening.
2. The lead service line must be replaced with a copper service line within one year of Special Use approval.

Critical Issues

Comments from Village Departments:

Police:	No concerns
Fire:	No concerns
Engineer:	Property has an unknown/suspected lead water service. Service material should be investigated. If found to be lead, water service should be replaced with a copper service.
Community Development:	Recommend approval with the above conditions

Requirements for a "Special Use" Permit

As required by Section 15.3(E) of the Village's Zoning Ordinance, the Petitioner is required to demonstrate that they meet the following Special Use criteria. The Planning and Zoning Board is encouraged to consider these standards as it discusses this request:

- *Is the special use in the specific location proposed consistent with the spirit and intent of the zoning ordinance, the adopted Comprehensive Plan, and other adopted Village land use policies?*

- *Will the proposed special use endanger the public health, safety, and welfare?*
- *Is the proposed special use compatible with the general land use of adjacent properties and other property within the immediate vicinity?*
- *Is the proposed special use deemed necessary for the public convenience at the proposed location?*

The Petitioner has provided a response to the aforementioned requirements, which have been included in the packet.

Legal Notification:

A legal notice was published in the Bugle on December 19, 2024, and notices to all owners of property within 250 feet were mailed on December 18, 2024. An on-site sign was placed on the property on December 19, 2024.

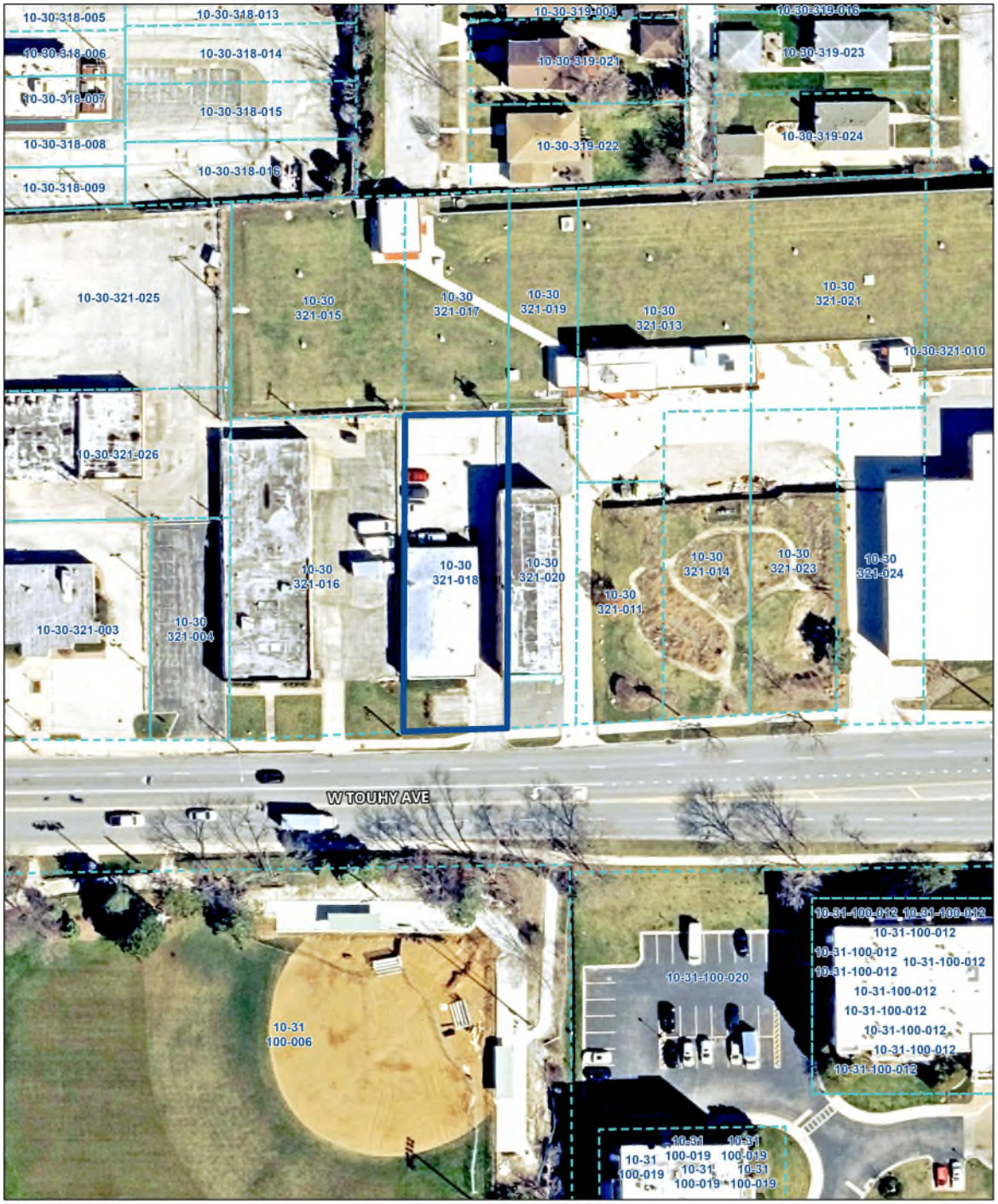
Other Actions:

The Planning and Zoning Board will make a recommendation on this requested special use permit, and this recommendation is tentatively scheduled to be considered by the Village Board for a final decision on Tuesday, January 28, 2025.

Principal Parties Expected at Meeting:

1. Maryam Bozai, applicant, and;
2. Owners of properties who received notification.

7124 W Touhy



December 18, 2024

Selected Parcel

Parcels Current

Cook County Aerial Imagery 2024

Red: Red

Green: Green

Blue: Blue

1:628

0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

Village of Niles • Community Development Department
1000 Civic Center Drive, Niles, IL 60714 • Phone 847.588.8040 • Fax 847.588.8050 • www.vniles.com

PLANNING AND ZONING BOARD APPLICATION – SPECIAL USE

PROJECT NO. _____

NAME OF PROJECT AND/OR BUSINESS: Little Ummah Daycare

ADDRESS OF PROJECT AND/OR BUSINESS: 7124 W Touhy Ave. Niles, IL 60714

NAME(S) OF APPLICANT: Maryam Bozai
ADDRESS: 8609 Lillibet Ter
CITY, STATE, ZIP: Morton Grove, IL 60053
EMAIL: maryam@golmb.com **TELEPHONE:** 847-414-6607 **FAX:** _____

NAME(S) OF PROPERTY OWNER(S): Edward Hernaez and Nida Hernaez
ADDRESS: 28951 N. Forest Lake Lane
CITY, STATE, ZIP: Green Oaks, IL 60048
EMAIL: EDNIDA@Sbcglobal.net **TELEPHONE:** 847-833-1658 **FAX:** _____

NAME(S) OF PROPERTY ATTORNEY OR AGENT: James W. Lowry - Power of Attorney
ADDRESS: 7020 W Higgins Ave.
CITY, STATE, ZIP: Chicago, IL 60656
EMAIL: jim@lowryivory.com **TELEPHONE:** 312-857-3382 **FAX:** _____

PERMANENT INDEX NUMBER(S) (PIN #) OF SUBJECT PROPERTY: 10-30-321-018-0000

AREA OF SUBJECT PROPERTY: _____
CURRENT ZONING CLASSIFICATION OF SUBJECT PROPERTY: R-1 Single-Family Residential District
CURRENT USE OF SUBJECT PROPERTY: Unoccupied. Previously used as a medical clinic.
PROPOSED IMPROVEMENTS TO SUBJECT PROPERTY:

The interior of the building will be renovated to construct classrooms that meet safety, accessibility, and childcare standards. These renovations will include child-friendly spaces desgined for learning, play and rest, along with updated utilities and safety systems to comply with local building codes and state daycare licensing requirements. A portion of the parking lot at the rear of the property will be converted into a secure playground area. The playground will include fencing for safety, age-appropraite play equipment and sufficient space for outdoor activities, ensure a safe and engaging environment for children.

With the submittal of this application, I hereby request that the Mayor and Board of Trustees of the Village of Niles grant the approvals as noted for the subject property as described in the attached documents and specifications, and do hereby certify that all information contained in this application and accompanying documents is true and correct to the best of my knowledge. I also permit entrance on the Subject Property by Village officials for the purpose of inspections related to this request.

SIGNATURE OF APPLICANT: Maryam Bozai **DATE:** 12/9/2024

SIGNATURE OF PROPERTY OWNER(S): James Lowry - Power of Attorney **DATE:** 12-9-24

APPROVAL STANDARDS FOR A SPECIAL USE

1. The special use in the specific location proposed is consistent with the spirit and intent of the zoning ordinance, the adopted Comprehensive Plan, and other adopted Village land use policies.

We are requesting a special use permit to establish a daycare center at this site, which aligns with zoning regulations and the Niles 2040 Comprehensive Plan. The plan emphasizes sustainable, balanced land use that integrates commercial, residential, and mixed-use developments. A daycare center supports local families, fosters economic growth, and contributes to a resilient, livable community by providing access to quality childcare for all families.

2. The proposed special use will not endanger the public health, safety, and welfare.

Daycare centers prioritize public health, safety, and welfare by adhering to strict state, local, and DCFS regulations designed to ensure child safety and development. We provide quality childcare, create employment opportunities, and accept government subsidies to support low-income families. Our carefully planned spaces and policies are designed to promote the health, safety, and well-being of children and families.

3. The proposed special use is compatible with the general land use of adjacent properties and other property within the immediate vicinity.

The surrounding area includes a mix of commercial and residential properties, making a daycare center compatible with the general land use. This facility will provide much-needed quality childcare, supporting families who live and work in Niles and the nearby area.

4. The proposed special use is deemed necessary for the public convenience at the proposed location?

Quality childcare is an essential service in Niles, with high local demand. This location is conveniently accessible to nearby homes, workplaces, and commute routes. It aligns with the Niles 2040 Plan’s goal of creating a livable, family-friendly community while supporting economic growth and strengthening community connections.

Little Ummah (community) Daycare Center - Project Description

Address: 7124 W Touhy Ave, Niles
Use: Daycare Center
Hours of Operation: Monday–Friday, 7 AM–6 PM
Capacity: 25 children (ages 6 weeks to 5 years)
Staff: 2–6 employees during operating hours

Parking

- **Current Spaces:** 9 in the rear, 2 in the front.
- **Required Spaces:** 6 per zoning requirements.
- **Proposed Adjustments:**
    - Front spaces for quick pickup/drop-off
    - Rear spaces reduced to 8 (1 removed for playground expansion) for employees and visitors

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Pickup/Drop-off Plan

Pickup and drop-offs are staggered between 7–9:30 AM and 3–6 PM to limit traffic. No more than two children are scheduled for pickup/drop-off at a time, minimizing congestion.

Outdoor Play Area

To meet DCFS requirements, a fenced 510 sq. ft. playground (30' x 17') will be created at the rear of the building. Children will use the space in same-age groups during scheduled times, weather permitting.

Safety Measures

- Doors remain locked, with entry restricted to approved families and officials
- Safety gates installed in the reception area to prevent unauthorized child movement
- Fire and sprinkler systems monitored and maintained
- Cameras will cover the interior, parking area, and playground
- Staff trained in CPR, first aid, and risk mitigation for potential threats or disasters

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Meals

Meals will be catered, and the warming kitchen will include:

- Three-compartment sink, food prep sink, handwashing sink
- Commercial-grade refrigerator and freezer
- Commercial-grade ventless convection oven for warming food

Regulations

The daycare will comply with all local and state regulations, and regular inspections will be conducted by DCFS and Cook County health department representatives.

Applicant Background

Maryam Bozai, the applicant, has:

- Four years experience operating two daycare facilities in Skokie and Lombard
- A Master's degree in education and 12+ years of teaching experience in public and private schools

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Business Philosophy

Maryam's daycare centers emphasize comprehensive child development: language, cognitive, physical, social-emotional, and spiritual growth.

- Welcomes children and staff of all faiths and backgrounds
- Partners with Action for Children, offering tuition subsidies for low-income families
- Collaborates with therapists and school districts to accommodate children with special needs
- Maintains better-than-required child-to-staff ratios

Community Need

- Both existing centers are fully enrolled, with a 1+ year waitlist in Skokie
- Families currently travel up to 30 minutes for services
- This new $1 million investment will address high demand in Niles

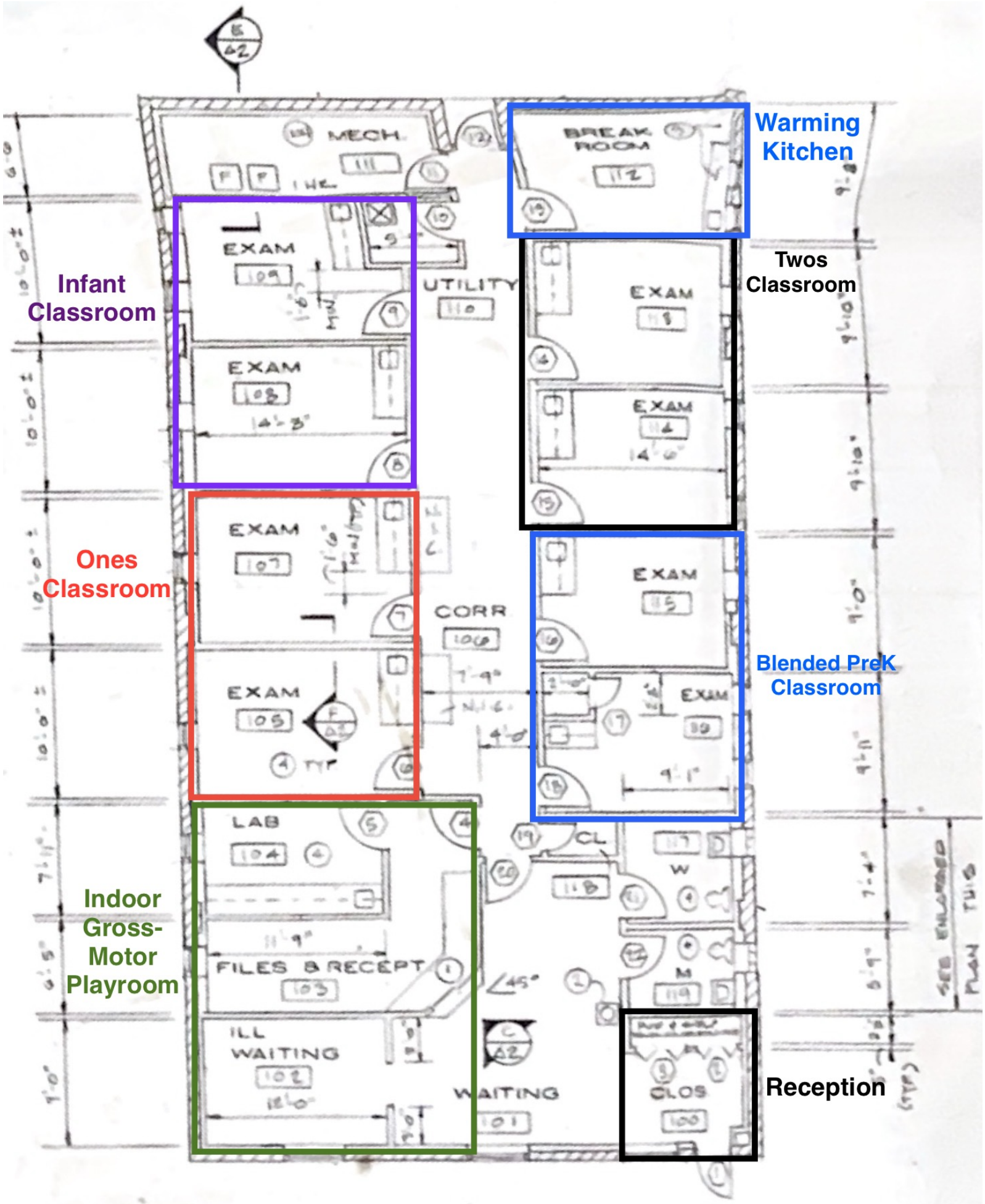
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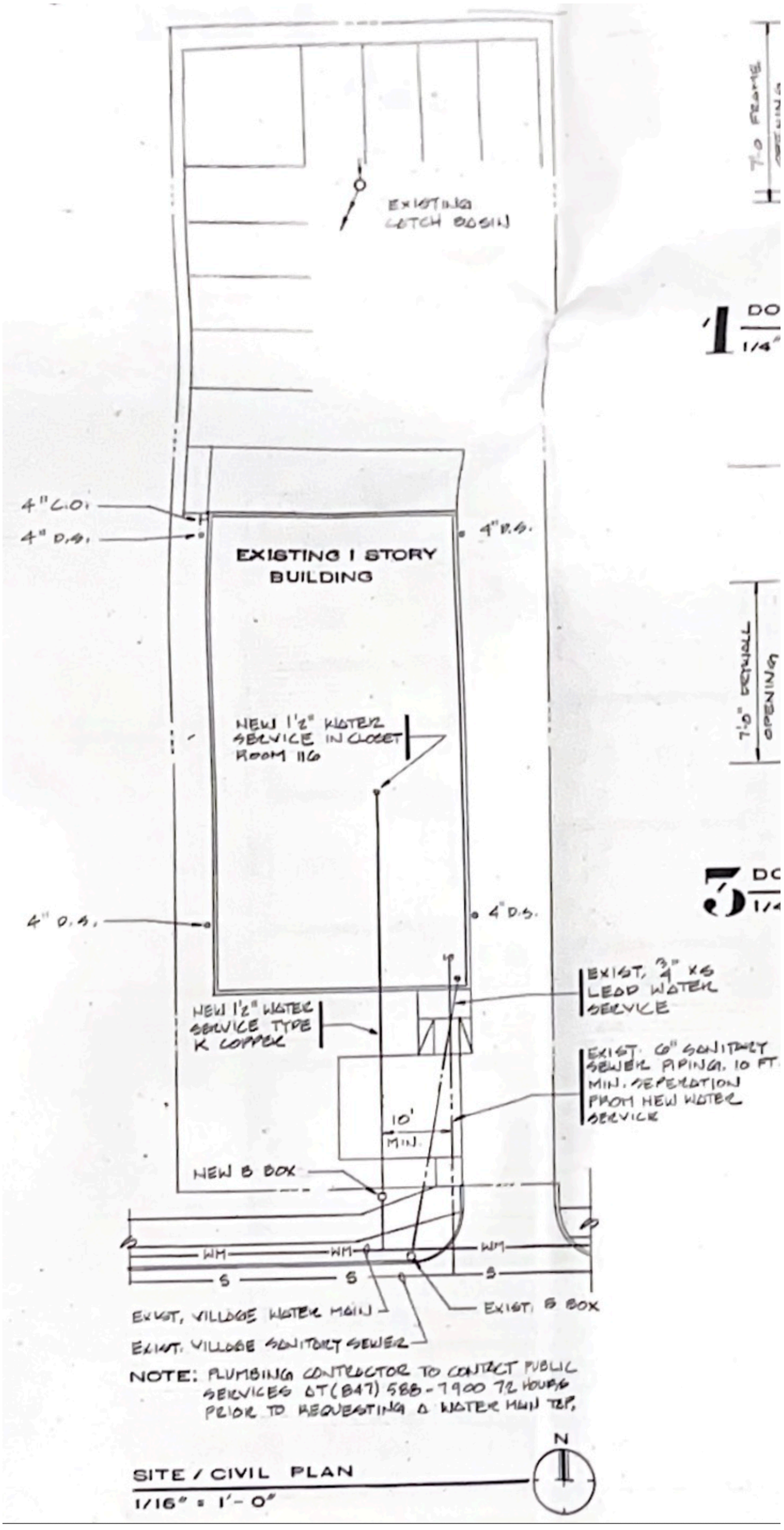
Timeline

1. **Zoning Process:** 3 months
2. **Renovations:** 3 months
3. **DCFS Licensing:** 3 months
   Projected Opening: September 2025

Sustainability Features

- Use of reusable dishes and cutlery to reduce waste
- Recycling programs to instill eco-friendly habits in children
- Energy-efficient LED lighting and appliances
- Sustainable toys and furniture made from natural materials

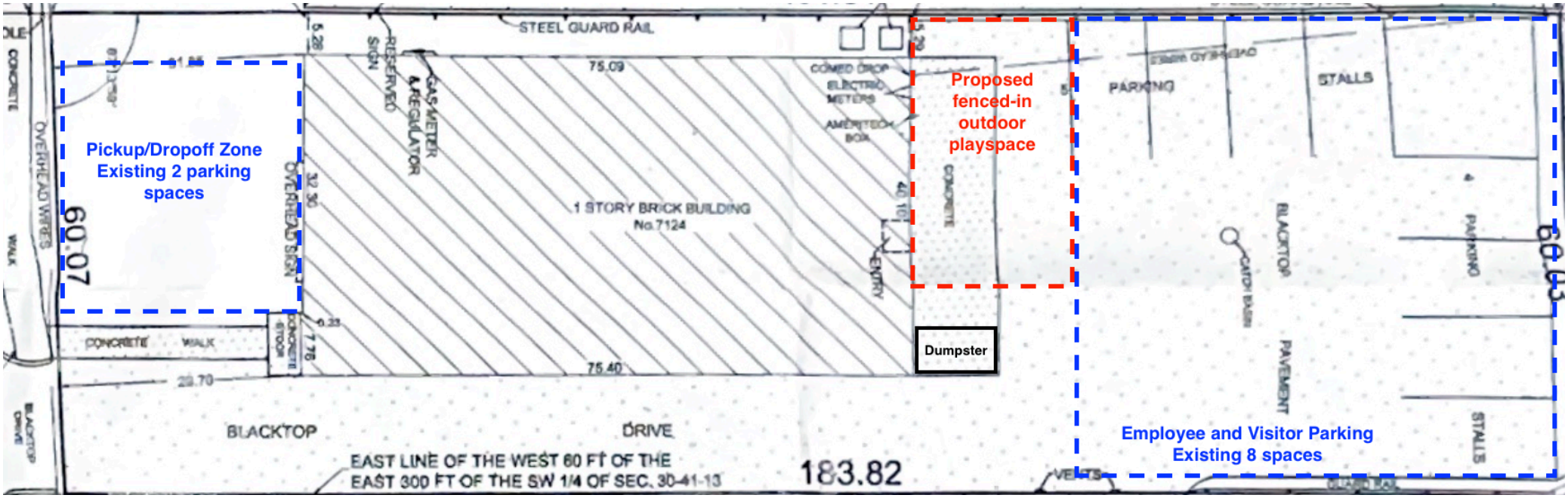

Warming Kitchen
Twos Classroom
Infant Classroom
Ones Classroom
Blended PreK Classroom
Indoor Gross-Motor Playroom
Reception
MECH
BREAK ROOM
EXAM
UTILITY
CORR
LAB
FILES & RECEPT
ILL WAITING
WAITING
CL
W
M
CLOS



NOTE: PLUMBING CONTRACTOR TO CONTACT PUBLIC SERVICES AT (847) 588-7900 72 HOURS PRIOR TO REQUESTING A WATER MAIN TAP.

SITE / CIVIL PLAN

1/16" = 1'-0"

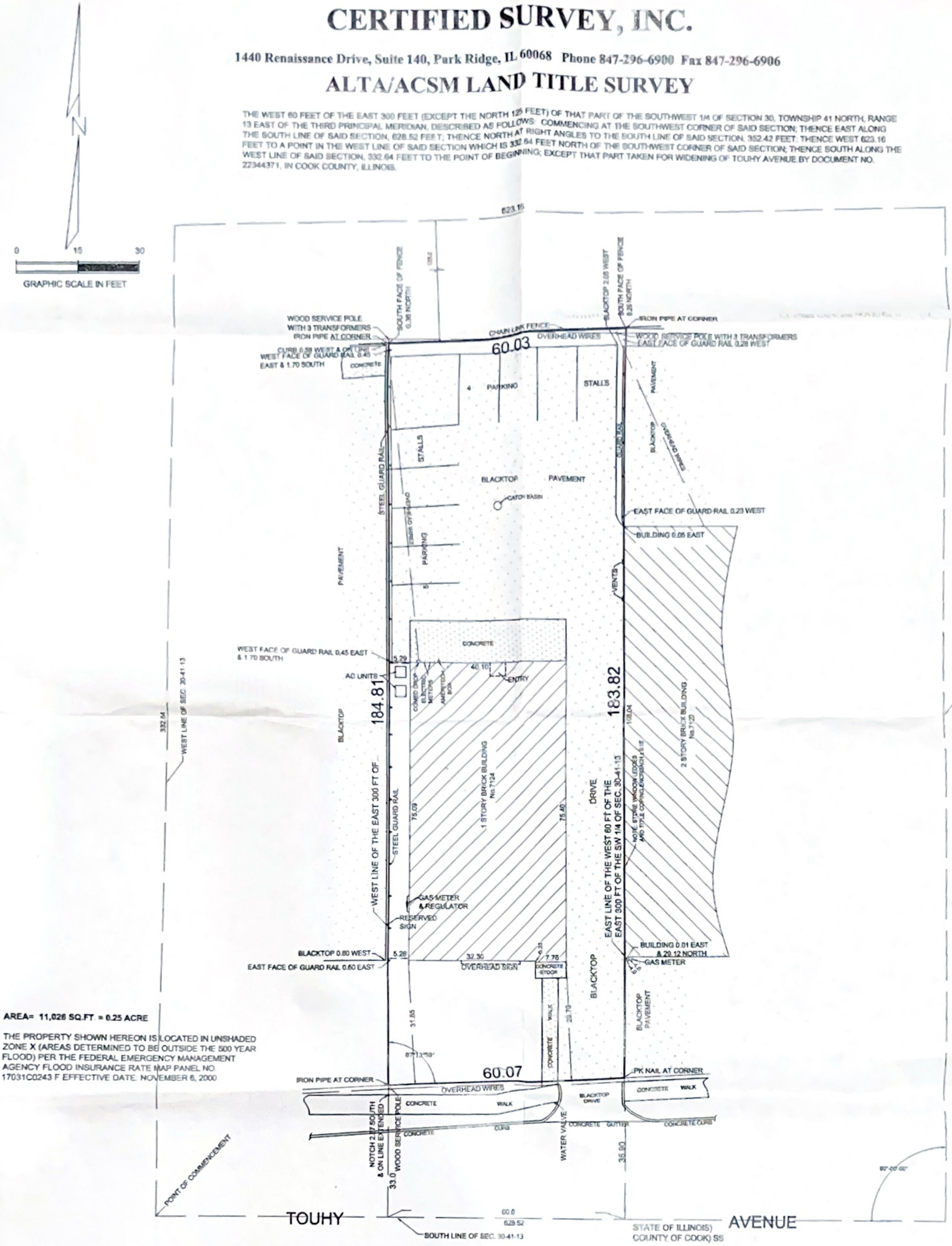

Pickup/Dropoff Zone
Existing 2 parking spaces
Proposed fenced-in outdoor playspace
Dumpster
Employee and Visitor Parking
Existing 8 spaces
STEEL GUARD RAIL
1 STORY BRICK BUILDING
No.7124
BLACKTOP
DRIVE
EAST LINE OF THE WEST 60 FT OF THE
EAST 300 FT OF THE SW 1/4 OF SEC. 30-41-13
183.82
75.09
75.40
60.07
PARKING
STALLS
CONCRETE
WALK
OVERHEAD WIRES
OVERHEAD SIGN
RESERVED SIGN
GAS METER & REGULATOR
COMBO DROP ELECTRIC METERS
AMERITECH BOX
ENTRY
CATCH BASIN
PAVEMENT

CERTIFIED SURVEY, INC.

1440 Renaissance Drive, Suite 140, Park Ridge, IL 60068 Phone 847-296-6900 Fax 847-296-6906

ALTA/ACSM LAND TITLE SURVEY

THE WEST 60 FEET OF THE EAST 300 FEET (EXCEPT THE NORTH 125 FEET) OF THAT PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION, 628.52 FEET; THENCE NORTH AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SECTION, 352.42 FEET; THENCE WEST 623.16 FEET TO A POINT IN THE WEST LINE OF SAID SECTION WHICH IS 332.64 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION, 332.64 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PART TAKEN FOR WIDENING OF TOUHY AVENUE BY DOCUMENT NO. 22344371, IN COOK COUNTY, ILLINOIS.



AREA= 11,026 SQ.FT. = 0.25 ACRE

THE PROPERTY SHOWN HEREON IS LOCATED IN UNSHADED ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOOD) PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NO. 17031C0243 F EFFECTIVE DATE: NOVEMBER 6, 2000

DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING

ORDER No. 070574(Y)

DATE: MAY 8, 2009

ORDEDED BY: GOULD & RATNER

BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE THEY ARE SO RECORDED IN THE MAPS OTHERWISE REFER TO YOUR DEED OR ABSTRACT

DECIMALS OF FOOT AND THEIR EQUIVALENT IN INCHES AND FRACTIONS THEREOF.

.01=1/8"	.07=7/8"	.50=6"
.02=1/4"	.08=1"	.58=7"
.03=3/8"	.17=2"	.67=8"
.04=1/2"	.25=3"	.75=9"
.05=5/8"	.33=4"	.83=10"
.06=3/4"	.42=5"	.92=11"
		1.0=12"

PROFESSIONAL LAND SURVEYOR
JOHN M. MISTUNAS
035-003408
PARK RIDGE
ILLINOIS
STATE OF ILLINOIS

STATE OF ILLINOIS)
COUNTY OF COOK) SS

TO: 7124 W. TOUHY, LLC; GOULD & RATNER LLP; CHICAGO TITLE INSURANCE COMPANY; EDWARD HERNAEZ, MD AND NIDA HERNAEZ, MD.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2005 AND INCLUDES ITEMS 1, 3, 4, 7A, 8, 9, 10, 11A OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF ILLINOIS, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED THEREIN.

DATE: MAY 8, 2009

PROFESSIONAL LAND SURVEYOR NO. 3408
LICENSE EXPIRES NOVEMBER 30, 2010

ORDINANCE 2025-xx

ORDINANCE APPROVING A SPECIAL USE PERMIT AS REQUIRED IN APPENDIX B, SECTION 8.2(A) TO ALLOW A 'DAY CARE CENTER' AT 7124 W. TOUHY AVE

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, the question of granting a special use permit as required in Appendix B, Section 8.2(A), to allow 'Day Care' at 7124 W. Touhy Avenue, was referred to the Planning and Zoning Board for a Public Hearing; and

WHEREAS, a Public Hearing was held on January 6, 2025, after proper notice in a manner provided by law; and

WHEREAS, the applicant request is required in Appendix B, Section 8.2(A) to allow 'Day Care' at 7124 W. Touhy Avenue; and

WHEREAS, the Planning and Zoning Board has made a report containing findings of fact and recommending the granting of the special use permit to allow for 'Day Care' at 7124 W. Touhy Avenue; and

WHEREAS, the Corporate Authorities of the Village of Niles, Cook County, Illinois have duly considered said Planning and Zoning Board recommendation and consider it in the best interest of the Village to grant said request.

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

SECTION 1: Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: The materials and exhibits attached to this Ordinance are incorporated by reference and made a part of this Ordinance.

SECTION 3: A special use permit per Village of Niles Zoning Ordinance as Required in Appendix B, Section 8.2(A) to allow a 'Day Care' at 7124 W. Touhy Avenue, is granted.

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

PASSED: This 28th day of January 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January 2025.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January 2025, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

MAYOR
George D. Alpogianis

ACTING VILLAGE MANAGER
Katie Schneider

VILLAGE CLERK
Denise M. McCreery

TRUSTEES
Morgan Dubiel
John C. Jekot
Danette O'Donovan Matyas
Craig Niedermaier
Dean Strzelecki
Marryann Warda

DRAFT MEETING MINUTES

PLANNING AND ZONING BOARD

MONDAY, JANUARY 5, 2025

6:00 PM

NILES VILLAGE HALL

Members Present:	Thomas Kanelos, Chairman Susan DeBartolo, Vice Chairman and Acting Secretary Janet Lee Terrence McConville Richard E. Mangold
Staff Present:	Christine Raguso, Director of Community Development Nathan Bruemmer, Planner I

I. CALL TO ORDER

The Niles Planning and Zoning Board was called to order at 6:01 P.M.

II. PLEDGE OF ALLEGIANCE

All rose for the Pledge of Allegiance.

III. ROLL CALL

PRESENT: Chairman Thomas Kanelos, Commissioners Susan DeBartolo, Terrence McConville, Janet Lee, Richard Mangold

Also present was Director of Community Development Christine Raguso, Planner I Nathan Bruemmer. Commissioners Karabatsos and Schulter were absent.

IV. APPROVAL OF MINUTES

Chairman Kanelos asked if there were any additions, clarifications, or corrections to the minutes of November 4, 2024. There were none.

Commissioner DeBartolo moved to approve the minutes of December 2, 2024.

Seconded by Commissioner McConville, on roll call the vote was:

AYES:	5	DeBartolo, McConville, Lee, Mangold, Kanelos
NAYS:	0	
ABSENT:	2	Karabatsos, Schulter

There being five (5) affirmative votes the motion carried.

V. REQUESTS TO MAKE PUBLIC COMMENT OF A GENERAL NATURE

At this time, Chairman Kanelos said he will hear comments of a general nature, not a specific case. The public can ask questions or comment after the Board has heard the petitioners' testimony following each case. However, if the public has any general comments or questions, they can speak before we start to hear tonight's cases.

VI. OLD BUSINESS

VII. NEW BUSINESS

1. 25-ZP-01, 7629 N Milwaukee Ave
   See the complete case minutes attached to this document (Attachment #1)

2. 25-ZP-02, 7124 W Touhy Ave
   See the complete case minutes attached to this document (Attachment #2)

VIII. DISCUSSIONS

IX. ADJOURNMENT

Chairman Kanelos entertained a motion to adjourn.

Commissioner McConville moved to adjourn.

Seconded by DeBartolo, on roll call the vote was:

AYES:	5	McConville, Lee, Mangold, DeBartolo, Kanelos
NAYS:	0	
ABSENT:	2	Karabatsos, Schulter

There being five (5) affirmative votes the motion carried.

The meeting adjourned at 6:18 PM

Minutes Prepared by: Kathleen Janessa, Recording Secretary

1. 25-ZP-01, 7629 N Milwaukee Ave
   A request for approval of a Special Use Permit per Village of Niles Zoning Ordinance Appendix B Section 8.2(A) for 'Pet Services: Grooming' at 7629 N Milwaukee Ave, Niles, IL 60714.

COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

Persons appearing for the applicant

Silvia Szatmari, petitioner, 8032 N Kilpatrick Ave, Skokie, IL, came forward and was sworn in.

Summary of Presentations

Ms. Szatmari said she does not know how this works. This is the first business she is starting by herself. She has been doing this for 5 years. She just got her certificate.

Chairman Kanelos said so, you have been doing this for yourself and maybe friends, but now you are certified to do it as a business.

Ms. Szatmari said she also does pet-sitting. Now she will be able to bring those customers to her new business in the suburbs. She did not see a lot of pet grooming salons near transportation. She will pick up the pets from her customers' homes and deliver them back to the houses after grooming.

Chairman Kanelos said you are not going to board pets at this location, only at your home, correct? This is specifically for grooming, bathing and everything that goes along with that. Mostly dogs, but cats too?

Ms. Szatmari confirmed she will not be boarding as part of her business. And she has more cats than dogs.

Chairman Kanelos said really? He has been told cats are cleaner and they clean themselves.

Mr. Szatmari said they are but at least once a year they need a bath.

Chairman Kanelos said they probably need nail care too. He hears they are not very cooperative when they get their nails trimmed.

Ms. Szatmari said they are not. As a matter of fact, she just had an accident.

Chairman Kanelos told Ms. Szatmari that her type of business is allowed in this district; they look at the area and the type of business she is proposing. They decide if this is okay to have the Special Use in this area. If she has nothing else to add, he asked the Commissioners if they have any questions.

Commissioner Mangold asked where she received her certification as a groomer.

Ms. Szatmari said she did it online with Penn State in Pennsylvania. Then there was hands-on training at home with friends' pets.

Commissioner McConville asked if she was licensed by the state.

Ms. Szatmari said no, that is not necessary in Illinois. She has her certificate.

Chairman Kanelos said if there were licensing requirements with the state, the Community Development department would know about that and would have notified her. According to the plans, she is doing minor modifications inside the premises: painting, new floors etc.

Ms. Szatmari said yes.

Chairman Kanelos asked if there were any questions from the Commissioners. Any questions from the public. There were none.

Christine Raguso, Director of Community Development, explained to Ms. Szatmari, if she is doing any work on-site, more than cosmetic, such as plumbing or whatever, consult her department and they will help obtain a permit. They will make it very easy for her.

Chairman Kanelos said if you are putting in bathing stations or anything like that, it would require a permit.

Ms. Szatmari said she will be putting in bathing stations.

Chairman Kanelos said before she does any work like that, go to the Building Department and they will tell you which permits you need. They will work closely with you.

COMMENTS AND ARGUMENTS FROM INTEREST PARTIES

There were no other questions. Chairman Kanelos entertained a motion.

MOTION

Commissioner DeBartolo moved to approve case 25-ZP-01, a request for approval of a Special Use Permit per Village of Niles Zoning Ordinance Appendix B Section 8.2(A) for 'Pet Services: Grooming' at 7629 N Milwaukee Ave, Niles, IL 60714.

Seconded by Commissioner Mangold.

VIEWS EXPRESSED BY MEMBERS OF THE PLANNING AND ZONING BOARD

There were no views expressed by the Commissioners

DECISION

On roll call the vote was:

AYES:	5	DeBartolo, McConville, Lee, Mangold, Kanelos
NAYS :	0	
ABSENT:	2	Karabatsos, Schulter

There being five (5) affirmative votes the motion carried.

Chairman Kanelos stated this Board is a recommending body to the Board of Trustees who can either affirm or deny this recommendation. It will be necessary for the petitioner to contact Ms. Raguso and ask to be placed on the Board of Trustees agenda. The petitioner will then be notified of the date and anyone in the audience who would like to be informed of the Board of Trustees meeting date should leave their name, address, and phone number with the recording secretary.

2. 25-ZP-01, 7124 W Touhy Ave
   A request for approval of a Special Use Permit per Village of Niles Zoning Ordinance Appendix B Section 8.2(A) for a 'Day Care Center' at 7124 W Touhy Ave, Niles, IL 60714.

COMMENTS AND ARGUMENTS ON BEHALF OF THE APPLICANT

Persons appearing for the applicant
Maryam Bozai, the petitioner, 8609 Lillibet Terr, Morton Grove, IL, came to the podium and was sworn in.

Summary of Presentations
Ms. Bozai is looking forward to providing a necessary and in-demand service for the community of Niles.

Chairman Kanelos asked for the front of the building to be shown on the overhead screen. As far as he sees, there is no issue with parking. This is purely a Special Use. There is no Variance or anything else requested.

Commissioner Mangold wanted to double check the plumbing issue. Is it copper?

Nathan Bruemmer, Planner 1, answered it is a copper service line so that condition can be ignored. But there is another condition about landscaping. It is in the packet.

Commissioner Mangold asked about drop-off. Do cars pull in the driveway to drop off or will they stop on Touhy Ave?

Ms. Bozai said there are a couple of options for drop-off. There is parking in the back of the building. They plan to stagger drop-offs and pick-ups. There is a maximum of 25 kids. There are never more than 2 kids being dropped off or picked up at one time. They schedule it. In the front of the building there are 2 spots [not on the street] and much more parking in the back. Ideally, those 2 spots in the front will be used for drop-off and pick-up. But if they happen to be taken, clients will have to go to the back.

Ms. Raguso said she thinks it is important that the Commissioners hear Ms. Bozai's story. It is solid success story. She built a business around quality and kids in teaching the core values. It is a good story of how this came to be and where she sits right now with growth. Also, for the benefit of the Chairman,

there is a large development you will be hearing about soon. It is will sit next to Maryam's project. She has advised the applicant there is going to be a massive construction project going on – probably next year. There is going to be a lot of construction for probably 2 to 3 years. She has been advised. It was important that she had that information before she purchased this building.

Ms. Bozai said her name is Maryam. She is 38 years old. She has 5 kids of her own. She has 2 Masters Degrees. One is in education. She was a Special Ed teacher for 12 years. Her mother watched her first child about 12 years ago. It was great and she went back to teaching. When she had her second child, her mom said she was tired. So, then she thought 'who is going to raise my kids? I am ready to go back to teaching.' She started exploring the area for daycare. She lives in Morton Grove and there are some really good options. There is Goddard, Bright Horizon. These are $3,000 a month spaces. However, when she toured those spaces, she saw they only go by legal requirements. For example, for 2-year-olds, you are only required to have 1 adult for every 8 two years olds. Imagine a class with 16 two-year-olds and there are only 2 adults. It is a little wild. She thought this is crazy and these parents are paying $3,000 a month and this is the quality they are getting. These are corporate centers. It's about the bottom line and they just want to make as much money as they can and stay within compliance. She started to think with her background in child development and her passion for this, how can she make a better program? She opened her first center in Skokie about 4-1/2 years ago. It filled to capacity almost right away. She got calls from Lombard and that community wanted one. She opened that one in February. It is 3 times larger than the Skokie location. It filled up within 4 months. At the Skokie location there is a 1-1/2 year waitlist. Lombard does not have a waiting list but it is full. She is opening a third location in Naperville. It is under construction right now. This is a passion of hers. She feels quality child care is a need in every community. She also accepts Action for Children. It is a government program that subsidizes child care for low-income families. She was a single parent herself. She feels that families that do not have as much money as they wish they would should not suffer with low quality child care. They are also big on diversity. In each of the centers, the staff speaks an average of 4 or 5 languages. They accept children of all backgrounds and faiths. They have a curriculum that focuses on Islamic childcare but it is open to everybody. They serve Halal organic food. They have both staff and children that are Muslim and non-Muslim. It is a program that is essential, especially for communities that are diverse. It is something they get calls about within the state and the country about franchising and opening more locations. But she is doing the best she can and it has been 4-1/2 years. The plan is to rapidly expand. Niles is a great community and we get a lot of calls. We have people that travel to

the Skokie location and it takes up to 30 minutes. She feels this new location will take some of the burden off travel time for people that live in the area. This space is bigger than her Skokie space. Skokie is only licensed for 14 kids. This will be similar to the Lombard space and will accommodate 25 kids.

Chairman Kanelos asked what are the ages she serves.

Ms. Bozai said from 6 weeks to 5 years old. They may [if they are able to] have one room for after school care which would just be for after school and summer programs.

Chairman Kanelos said he knows there is a definite need for this. Some of the churches in Niles have preschools and they are packed. This is a good thing. And with a proposed big [residential] development going on next door, we may have to find her a bigger space in Niles so she stays here. She is open to opening more locations and giving priority to the residents of Niles should this come to be.

COMMENTS AND ARGUMENTS FROM INTEREST PARTIES

There were no questions from the Commissioners or the public. Chairman Kanelos entertained a motion.

MOTION

Commissioner DeBartolo moved to approve item 25-ZP-02, a request for approval of a Special Use Permit per Village of Niles Zoning Ordinance Appendix B Section 8.2(A) for a 'Day Care Center' at 7124 W Touhy Ave, Niles, IL 60714.

Seconded by Commissioner McConville.

VIEWS EXPRESSED BY MEMBERS OF THE PLANNING AND ZONING BOARD

Commissioner DeBartolo said thank you for bringing this to Niles. And thanks for telling your story.

Commissioner McConville seconded Commissioner DeBartolo. This is a wonderful idea. Anything better than the corporate daycares is a beautiful thing.

Commissioner Mangold appreciates Ms. Bozai's educational background. You have to pass this on to the children.

Commissioner Lee said it is a great addition to the community.

DECISION

On roll call the vote was:

AYES:	5	DeBartolo, McConville, Lee, Mangold, Kanelos
NAYS:	0	
ABSENT:	2	Karabatsos, Schulter

There being five (5) affirmative votes, the motion passed.

Chairman Kanelos stated this Board is a recommending body to the Board of Trustees who can either affirm or deny this recommendation. It will be necessary for the petitioner to contact Ms. Raguso and ask to be placed on the Board of Trustees agenda. The petitioner will then be notified of the date and anyone in the audience who would like to be informed of the Board of Trustees meeting date should leave their name, address, and phone number with the recording secretary.

BOARD AGENDA ITEM EXPLANATION FORM

Ordinance Approving a Change Order Number 3 for the 2023 Street Improvement Program from Builders Paving, LLC, by Decreasing the Contract Price by $562,059.34 for a Total Contract Amount of $5,397,737.74

Meeting Date: 01/28/2025	Item Number **12.f**
Requested By: Public Works	Action Requested: Ordinance
Prepared By: Tim O'Brien, Interim Village Engineer	Assigned to: Trustee Matyas

Strategic Pillar: Infrastructure Planning & Funding

Applicable Village Plan: Capital Improvement Plan

Link to Applicable Village Plan:

ATTACHMENTS:

2025 Board Agenda Memorandum Res-23 C0 3 Final.docx
Ordinance 2025-xx Approving a Change Order No. 3 for the 2023 Street Improvement Program
Res-23 (CO) Summary Contract Change.pdf
Change Order Form Res-23 CO3.pdf
PO24503-02 Builders-2023 StreetImprovement.pdf

MOTION

I move for Board approval of an Ordinance approving a Change Order Number 3 for the 2023 Street Improvement Program from Builders Paving, LLC, by Decreasing the Contract Price by $562,059.34 for a Total Contract Amount of $5,397,737.74.

REASON FOR REQUEST / BACKGROUND

This item is required to remain in compliance with the Change Order Statute (720 ILCS5/33E-9), the Public Works Contract Change Order Act (50 ILCS 525/5) and the Niles Purchasing Manual. The original contract amount was $5,959,797.08. The final expenditure will be $562,059.34 under the contract amount. Previous change orders were time extensions and a company name change.

Will this action involve an expenditure of funds?	No

If yes, is this a budgeted item?		Yes	
Impact on future budget(s)		No	
If yes, Projected Cost(s), Projected Fiscal Year, Project Name			
Grant Funded Project			
Grant Source			
ORG#	30050	Total Amount for Approval	$($562,059.34) change order/ $5,397,737.74 final contract amount
ACCT#	580120	Budget Amount	$6,375,000 (FY24)
		Line Item Budget Amount	
		Variance	$(977,262.26)

Board agenda Memorandum

BOARD MEETING DATE: January 28th, 2025

TO: Village President and Board of Trustees

FROM: Timothy O'Brien, Village Engineer

DEPARTMENT: Public Works

STRATEGIC PRIORITY: Infrastructure Planning and Funding

APPLICABLE PLAN: Capital Improvement Plan

PURPOSE AND ACTION REQUESTED: The purpose of this memo is to provide the Board a summary of Public Contract changes for Board approval. The intent of this memo is to remain in compliance with the Change Order Statute (720 ILCS5/33E-9), the Public Works Contract Change Order Act (50 ILCS 525/5) and the Niles Purchasing Manual*. A final balancing change order Is presented to the Board for ratification at the completion of the contract.

The action requested is approval of the Final Balancing Change Order.

BACKGROUND: Builders Pavement, LLC was awarded a contract for the 2023 Street Improvement Program in the amount of $5,959,797.08, Resolution dated March 28th, 2023. The project is complete with a final project cost of $5,397,737.74.

The purpose of this Final Balancing Change Order is to revise the contract amount to reflect the final installed quantities based on actual field conditions and deductions from the contract for items not performed and/or required to complete the work. This change order indicates the final contract amount.

Please see attached summary of quantity changes for additional information.

BUDGET: The original contract was $5,959,797.08. The final expenditure was $5,397,737.74, which is $562,059.34 under the contract amount.

RECOMMENDATION: The staff recommends approval of the Final Balancing Change Order.

ORDINANCE 2025-xx

ORDINANCE APPROVING A CHANGE ORDER NUMBER 3 FOR THE 2023 STREET IMPROVEMENT PROGRAM FROM BUILDERS PAVING, LLC, BY DECREASING THE CONTRACT PRICE BY $562,059.34 FOR A TOTAL CONTRACT AMOUNT OF $5,397,737.74 AND AUTHORIZING THE EXPENDITURE OF FUNDS TO PAY FOR SUCH CHANGE ORDER

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, Pursuant to Resolution dated March 28, 2023, Builders Pavement, LLC was awarded the contract for the 2023 Street Improvement Program in the amount of $5,959,797.08 ("Project"); and

WHEREAS, the Project is now complete; and

WHEREAS, the final contract cost is $562,059.34 under the original contract price with a final price of $5,397,737.74 (the "Amended Contract Price"); and

WHEREAS, the Corporate Authorities of the Village agree to authorize and approve the Amended Contract Price by approving Change Order Number 3 for the Project; and

WHEREAS, based on the recommendation of the Public Works Director, the Corporate Authorities of the Village make the following findings and determinations in accordance with the Illinois Compiled Statutes, Chapter 720, Section 5/33E-9 regarding changes to the Contract:

1. The change order (or series of change orders) recommended in Exhibit "A", which is attached hereto and made a part hereof, increases the contract sum by $10,000.00 or more.
2. The change order (or series of change orders): is made necessary by circumstances not foreseeable at the time the Contract was signed; is germane to the Contract as originally signed; and is in the best interests of the Village.

In addition, the Corporate Authorities of the Village make the following finding and determination pursuant to Section 5 of the Public Works Contract Change Order Act (50 ILCS 525/5): the amount of the Change Order (or series of change orders) does not increase the original

contract price by 50% or more of the original contract price and thus the Village is not obligated to re-bid the additional work proposed under the Change Order.

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

SECTION 1: Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: The Corporate Authorities of the Village of Niles approve Change Order Number 3 decreasing the Contract Price by $562,059.34 for a total contract amount of $5,397,737.74, in accordance with Change Order Number 3, a copy of which is attached hereto as Exhibit "A".

SECTION 3: The Corporate Authorities of the Village of Niles authorize and direct the Village President, the Village Clerk, the Village Treasurer, the Village Manager and the Public Works Director, or their designees, to execute, process and deliver the necessary checks, wire transactions, change order documents and such other instruments necessary to comply with the authorization and direction set forth in this Ordinance.

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5: This Ordinance shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

PASSED: This 28th day of January, 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January, 2025.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January, 2025, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

Exhibit "A"

Change Order Number 1

(attached)

Local Public Agency	County	Route(s) (Street/Road)	Section Number
Village of Niles	Cook	Various	

Payable to Name

Builders Paving, LLC

Address	Date From	Date To
4401 Roosevelt Road, Hillside, IL 60162		

		Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date			Explanation of Change
				Quantity	Values	Added	Deducted	Quantity	Unit Price	Value	
		Base Bid									
	1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	30	$ 1,800.00	1.00	0.00	31.00	$ 60.00	$ 1,860.00	Additional tree removals required during construction.
	2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	20	$ 1,800.00	125.00	0.00	145.00	$ 90.00	$ 13,050.00	Additional tree removals required during construction.
	3	TREE TRUNK PROTECTION	EACH	20	$ 1,300.00	0.00	20.00	0.00	$ 65.00	$ -	Nominal Item. Did not utilize the pay item.
	4	TEMPORARY FENCE	FT	1,620	$ 10,530.00	0.00	1,620.00	0.00	$ 6.50	$ -	Nominal Item. Did not utilize the pay item.
	5	TREE ROOT PRUNING	EACH	20	$ 1,400.00	32.00	0.00	52.00	$ 70.00	$ 3,640.00	Item used, more than estimated amount.
	6	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,735	$ 1,735.00	0.00	31.80	1,703.20	$ 1.00	$ 1,703.20	Item used, slightly less than nominally estimated amount.
	7	REMOVAL AND DISPOSAL OF NON-CCDD NON-SPECIAL WASTE	CU YD	46	$ 46.00	0.00	46.00	0.00	$ 1.00	$ -	Nominal Item. Did not utilize the pay item.
	8	REMOVAL AND DISPOSAL OF SPECIAL WASTE	CU YD	29	$ 29.00	0.00	29.00	0.00	$ 1.00	$ -	Nominal Item. Did not utilize the pay item.
	9	TRENCH BACKFILL	CU YD	695	$ 3,475.00	0.00	101.30	593.70	$ 5.00	$ 2,968.50	Item used was less than nominally estimated amount.
	10	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	5,725	$ 37,212.50	0.00	5,438.60	286.40	$ 6.50	$ 1,861.60	Item used was less than nominally estimated amount.
	11	SEEDING, CLASS 1A	SQ YD	2,715	$ 6,108.75	0.00	2,665.00	50.00	$ 2.25	$ 112.50	Item used was less than nominally estimated amount.
	12	EROSION CONTROL BLANKET	SQ YD	2,715	$ 19,005.00	0.00	2,715.00	0.00	$ 7.00	$ -	Nominal Item. Did not utilize the pay item.
	13	SODDING	SQ YD	3,045	$ 51,765.00	3,066.00	0.00	6,111.00	$ 17.00	$ 103,887.00	Additional sod required during construction.
	14	PLANTING WOODY PLANTS	EACH	45	$ 2,700.00	62.00	0.00	107.00	$ 60.00	$ 6,420.00	Item used, more than estimated amount.
	15	TREES, 3"	EACH	6	$ 7,200.00	4.00	0.00	10.00	$ 1,200.00	$ 12,000.00	Item used, slightly more than estimated amount.
	16	TREE AND BUSH TRIMMING	FT	610	$ 9,150.00	0.00	441.00	169.00	$ 15.00	$ 2,535.00	Item used, less than estimated amount.
	17	INLET AND PIPE PROTECTION	EACH	166	$ 13,280.00	0.00	44.00	122.00	$ 80.00	$ 9,760.00	Item used, less than estimated amount.
	18	SPRINKLER IRRIGATION SYSTEM REPAIR (UNIT PRICING ITEM)	EACH	78	$ 3,510.00	0.00	78.00	0.00	$ 45.00	$ -	Item adjustment justified, paid under AUP-05. AUP-05: (15) Quantity, ($2,775) Total Cost.
	19	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	14,615	$ 43,845.00	0.00	9,925.00	4,690.00	$ 3.00	$ 14,070.00	Item used, less than estimated amount.
	20	AGGREGATE BASE REPAIR, 2"	SQ YD	3,170	$ 9,510.00	0.00	3,170.00	0.00	$ 3.00	$ -	Nominal Item. Did not utilize the pay item.
	21	BIT MATERIALS (TACK COAT)	LBS	169,225	$ 1,692.25	0.00	110,513.00	58,712.00	$ 0.01	$ 587.12	Item used, less than estimated amount.
	22	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	9,250	$ 601,250.00	0.00	405.28	8,844.72	$ 65.00	$ 574,906.80	Item used, slightly more than estimated amount due to differences in estimated density and mix design density.
	23	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	5,555	$ 355,520.00	2.30	0.00	5,557.30	$ 64.00	$ 355,667.20	Item used, slightly more than estimated amount due to differences in estimated density and mix design density.
	24	HMA DRIVEWAY SURFACE REMOVAL & REPLACEMENT, 3"	SQ YD	1,315	$ 80,215.00	0.00	933.90	381.10	$ 61.00	$ 23,247.10	Item used, less than estimated amount.
	25	PORTLAND CEMENT CONCRETE PAVEMENT 10" (JOINTED)	SQ YD	3,235	$ 284,680.00	0.00	329.00	2,906.00	$ 88.00	$ 255,728.00	Item used, slightly less than estimated amount.
	26	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH -REMOVE AND REPLACE	SQ YD	3,785	$ 264,950.00	402.30	0.00	4,187.30	$ 70.00	$ 293,111.00	Item used, slightly more than estimated amount due to conditions of existing driveways and optimal field tie-in location.
	27	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 10 INCH -REMOVE AND REPLACE	SQ YD	175	$ 15,750.00	11.20	0.00	186.20	$ 90.00	$ 16,758.00	Item used, slightly more than estimated amount.
	28	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	128,970	$ 838,305.00	0.00	15,443.50	113,526.50	$ 6.50	$ 737,922.25	Item used, slightly less than estimated amount.
	29	DETECTABLE WARNINGS	SQ FT	1,300	$ 32,500.00	110.00	0.00	1,410.00	$ 25.00	$ 35,250.00	Item used, slightly more than estimated amount.
	30	SIDEWALK REMOVAL	SQ FT	120,835	$ 151,043.75	0.00	26,361.30	94,473.70	$ 1.25	$ 118,092.13	Item used, slightly less than estimated amount.
	31	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	64,490	$ 444,981.00	2,529.00	0.00	67,019.00	$ 6.90	$ 462,431.10	Item used, slightly more than estimated amount.
	32	PAVEMENT REMOVAL	SQ YD	3,385	$ 67,700.00	0.00	479.10	2,905.90	$ 20.00	$ 58,118.00	Item used, slightly less than estimated amount.
	33	COMBINATION CURB AND GUTTER REMOVAL	FT	6,855	$ 20,565.00	3,019.50	0.00	9,874.50	$ 3.00	$ 29,623.50	Item used, more than estimated amount.

		Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date			Explanation of Change
				Quantity	Values	Added	Deducted	Quantity	Unit Price	Value	
	34	CLASS D PATCHES, TYPE I, 8 INCH	SQ YD	345	$ 776.25	0.00	345.00	0.00	$ 2.25	$ -	Nominal Item. Did not utilize the pay item.
	35	CLASS D PATCHES, TYPE II, 8 INCH	SQ YD	345	$ 776.25	0.00	345.00	0.00	$ 2.25	$ -	Nominal Item. Did not utilize the pay item.
	36	CLASS D PATCHES, TYPE III, 8 INCH	SQ YD	655	$ 1,473.75	0.00	655.00	0.00	$ 2.25	$ -	Nominal Item. Did not utilize the pay item.
	37	CLASS D PATCHES, TYPE IV, 8 INCH	SQ YD	655	$ 1,473.75	0.00	655.00	0.00	$ 2.25	$ -	Nominal Item. Did not utilize the pay item.
	38	AGGREGATE SHOULDERS, TYPE B 12"	SQ YD	385	$ 2,795.10	0.00	237.50	147.50	$ 7.26	$ 1,070.85	Item used, less than estimated amount.
	39	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 8"	FT	20	$ 1,400.00	0.00	20.00	0.00	$ 70.00	$ -	Nominal Item. Did not utilize the pay item.
	40	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 10"	FT	20	$ 1,400.00	0.00	20.00	0.00	$ 70.00	$ -	Nominal Item. Did not utilize the pay item.
	41	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FT	20	$ 1,460.00	0.00	20.00	0.00	$ 73.00	$ -	Nominal Item. Did not utilize the pay item.
	42	STORM SEWER 12" - REMOVAL AND REPLACE	FT	40	$ 3,000.00	0.00	40.00	0.00	$ 75.00	$ -	Nominal Item. Did not utilize the pay item.
	43	STORM SEWER 8", PVC, SDR-26	FT	150	$ 10,800.00	0.00	130.00	20.00	$ 72.00	$ 1,440.00	Item used, less than estimated amount.
	44	STORM SEWER 12", PVC, SDR-26	FT	735	$ 70,560.00	63.00	0.00	798.00	$ 96.00	$ 76,608.00	Item used, slightly more than estimated amount.
	45	SANITARY SEWER 6" - REMOVE AND REPLACE	FT	20	$ 2,780.00	0.00	20.00	0.00	$ 139.00	$ -	Nominal Item. Did not utilize the pay item.
	46	FIRE HYDRANTS TO BE REMOVED AND REPLACED	EACH	22	$ 188,210.00	0.00	18.00	4.00	$ 8,555.00	$ 34,220.00	Item used, majority of the hydrants were relocated instead of replaced.
	47	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	25	$ 5,250.00	0.00	25.00	0.00	$ 210.00	$ -	Nominal Item. Did not utilize the pay item.
	48	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID -REPLACE	EACH	15	$ 62,700.00	0.00	2.00	13.00	$ 4,180.00	$ 54,340.00	Item used, slightly less than estimated amount.
	49	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID -REPLACE	EACH	2	$ 10,750.00	0.00	2.00	0.00	$ 5,375.00	$ -	Nominal Item. Did not utilize the pay item.
	50	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID -REPLACE	EACH	2	$ 8,470.00	0.00	2.00	0.00	$ 4,235.00	$ -	Nominal Item. Did not utilize the pay item.
	51	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID -REPLACE	EACH	3	$ 16,395.00	0.00	2.00	1.00	$ 5,465.00	$ 5,465.00	Item used, slightly less than estimated amount.
	52	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID-REPLACE	EACH	2	$ 3,300.00	8.00	0.00	10.00	$ 1,650.00	$ 16,500.00	Item used, more than estimated amount.
	53	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	$ 12,220.00	0.00	2.00	0.00	$ 6,110.00	$ -	Nominal Item. Did not utilize the pay item.
	54	STRUCTURE TO BE RECONSTRUCTED	EACH	11	$ 17,435.00	0.00	9.00	2.00	$ 1,585.00	$ 3,170.00	Item used, less than estimated amount.
	55	STRUCTURE TO BE ADJUSTED	EACH	240	$ 133,200.00	0.00	3.00	237.00	$ 555.00	$ 131,535.00	Item used, slightly less than estimated amount.
	56	STRUCTURE PATCHING (SPECIAL)	EACH	21	$ 5,040.00	0.00	16.00	5.00	$ 240.00	$ 1,200.00	Item used, less than estimated amount.
	57	FRAME AND LID, TYPE 1	EACH	60	$ 22,800.00	0.00	34.00	26.00	$ 380.00	$ 9,880.00	Item used, less than estimated amount.
	58	FRAME AND LID, TYPE 1, ADA COMPLIANT	EACH	14	$ 6,020.00	0.00	14.00	0.00	$ 430.00	$ -	Nominal Item. Did not utilize the pay item.
	59	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.12	FT	23,100	$ 681,450.00	0.00	1,679.80	21,420.20	$ 29.50	$ 631,895.90	Item used, slightly less than estimated amount.
	60	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FT	1,190	$ 35,700.00	2,044.00	0.00	3,234.00	$ 30.00	$ 97,020.00	Additional C&G added during construction due to poor field conditions and improved project outcome.
	61	CONCRETE CURB, TYPE B (SPECIAL)	FT	405	$ 16,200.00	25.00	0.00	430.00	$ 40.00	$ 17,200.00	Item used, slightly more than estimated amount.
	62	EXPLORATORY EXCAVATION (UNIT PRICING ITEM)	CU YD	190	$ 9,500.00	0.00	190.00	0.00	$ 50.00	$ -	Nominal Item. Did not utilize the pay item.
	63	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FT	45	$ 5,760.00	0.00	13.00	32.00	$ 128.00	$ 4,096.00	Item used, slightly less than estimated amount.
	64	GUARDRAIL REMOVAL	FT	45	$ 360.00	0.00	15.00	30.00	$ 8.00	$ 240.00	Item used, slightly less than estimated amount.
	65	CHAIN LINK FENCE - REMOVE AND REPLACE	FT	135	$ 16,081.20	0.00	51.00	84.00	$ 119.12	$ 10,006.08	Item used, less than estimated amount.
	66	MOBILIZATION	LSUM	1	$ 498,645.09	0.00	0.00	1.00	$ 498,645.09	$ 498,645.09	Item used. Lump Sum Item.
	67	TRAFFIC CONTROL AND PROTECTION	L SUM	1	$ 25,000.00	0.00	0.00	1.00	$ 25,000.00	$ 25,000.00	Item used. Lump Sum Item.
	68	REMOVE AND REINSTALL SIGN PANEL AND POST	EACH	50	$ 5,000.00	0.00	13.00	37.00	$ 100.00	$ 3,700.00	Item used, slightly less than estimated amount.
	69	SIGN PANEL - TYPE 1	SQ FT	55	$ 1,207.80	0.00	55.00	0.00	$ 22.00	$ -	Nominal Item. Did not utilize the pay item.
	70	METAL POST	EACH	13	$ 2,600.00	0.00	12.00	1.00	$ 200.00	$ 200.00	Item used, only one post needed replacing

		Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date			Explanation of Change
				Quantity	Values	Added	Deducted	Quantity	Unit Price	Value	
	71	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FT	12,614	$ 8,829.80	0.00	1,902.00	10,712.00	$ 0.70	$ 7,498.40	Item used, slightly less than estimated amount.
	72	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FT	3,795	$ 4,516.05	0.00	353.00	3,442.00	$ 1.19	$ 4,095.98	Item used, slightly less than estimated amount.
	73	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FT	200	$ 470.00	0.00	200.00	0.00	$ 2.35	$ -	Nominal Item. Did not utilize the pay item.
	74	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FT	1,080	$ 5,076.00	0.00	185.00	895.00	$ 4.70	$ 4,206.50	Item used, slightly less than estimated amount.
	75	THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	57	$ 267.90	78.00	0.00	135.00	$ 4.70	$ 634.50	Item used, more than estimated amount.
	76	CONSTRUCTION LAYOUT	L SUM	1	$ 27,500.00	0.14	0.00	1.14	$ 27,500.00	$ 31,350.00	Item used, slightly more than estimated amount.
	77	GPS AS-BUILT MAPPING	L SUM	1	$ 10,400.00	0.00	0.00	1.00	$ 10,400.00	$ 10,400.00	Item used.
	78	REMOVE AND SALVAGE EXISTING BRICK PAVERS	SQ FT	2,535	$ 15,210.00	202.50	0.00	2,737.50	$ 6.00	$ 16,425.00	Item used, slightly more than estimated amount.
	79	RELOCATE RESIDENTIAL LIGHT POLE	EACH	3	$ 8,700.00	0.00	2.00	1.00	$ 2,900.00	$ 2,900.00	Item used, only one light pole needed to be relocated.
	80	REINSTALL BRICK PAVERS	SQ FT	2,535	$ 31,687.50	0.00	309.00	2,226.00	$ 12.50	$ 27,825.00	Item used, slightly less than estimated amount.
	81	CASH ALLOWANCE	DOL	100,000	$ 100,000.00	0.00	93,830.00	6,170.00	$ 1.00	$ 6,170.00	Item used, see AUP Table below.
		CONTRACT SUBTOTAL			$ 5,485,199.69					**$ 4,870,247.30**	

		Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date			Explanation of Change
				Quantity	Values	Added	Deducted	Quantity	Unit Price	Value	
		Alternate 01									
	1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	0	$ -	0.00	0.00	0.00	$ -	$ -	Nominal Item. Did not utilize the pay item.
	2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	0	$ -	0.00	0.00	0.00	$ -	$ -	Nominal Item. Did not utilize the pay item.
	3	TREE TRUNK PROTECTION	EACH	0	$ -	0.00	0.00	0.00	$ -	$ -	Nominal Item. Did not utilize the pay item.
	4	TEMPORARY FENCE	FT	290	$ 1,885.00	0.00	290.00	0.00	$ 6.50	$ -	Nominal Item. Did not utilize the pay item.
	5	TREE ROOT PRUNING	EACH	0	$ -	0.00	0.00	0.00	$ -	$ -	Nominal Item. Did not utilize the pay item.
	6	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	10	$ 10.00	0.00	10.00	0.00	$ 1.00	$ -	Nominal Item. Did not utilize the pay item.
	7	REMOVAL AND DISPOSAL OF NON-CCDD NON-SPECIAL WASTE	CU YD	1	$ 1.00	0.00	1.00	0.00	$ 1.00	$ -	Nominal Item. Did not utilize the pay item.
	8	REMOVAL AND DISPOSAL OF SPECIAL WASTE	CU YD	1	$ 1.00	0.00	1.00	0.00	$ 1.00	$ -	Nominal Item. Did not utilize the pay item.
	9	TRENCH BACKFILL	CU YD	0	$ -	0.00	0.00	0.00	$ 5.00	$ -	Nominal Item. Did not utilize the pay item.
	10	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	215	$ 1,397.50	0.00	215.00	0.00	$ 6.50	$ -	Nominal Item. Did not utilize the pay item.
	11	SEEDING, CLASS 1A	SQ YD	195	$ 438.75	0.00	195.00	0.00	$ 2.25	$ -	Nominal Item. Did not utilize the pay item.
	12	EROSION CONTROL BLANKET	SQ YD	195	$ 1,365.00	0.00	195.00	0.00	$ 7.00	$ -	Nominal Item. Did not utilize the pay item.
	13	SODDING	SQ YD	25	$ 425.00	0.00	25.00	0.00	$ 17.00	$ -	Nominal Item. Did not utilize the pay item.
	14	PLANTING WOODY PLANTS	EACH	0	$ -	0.00	0.00	0.00	$ 70.00	$ -	Nominal Item. Did not utilize the pay item.
	15	TREES, 3"	EACH	0	$ -	0.00	0.00	0.00	$ 1,500.00	$ -	Nominal Item. Did not utilize the pay item.
	16	TREE AND BUSH TRIMMING	FT	0	$ -	0.00	0.00	0.00	$ 20.00	$ -	Nominal Item. Did not utilize the pay item.
	17	INLET AND PIPE PROTECTION	EACH	16	$ 1,280.00	0.00	9.00	7.00	$ 80.00	$ 560.00	Item used, less than estimated amount.
	18	SPRINKLER IRRIGATION SYSTEM REPAIR (UNIT PRICING ITEM)	EACH	3	$ 135.00	0.00	3.00	0.00	$ 45.00	$ -	Nominal Item. Did not utilize the pay item.
	19	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	40	$ 120.00	0.00	40.00	0.00	$ 3.00	$ -	Nominal Item. Did not utilize the pay item.
	20	AGGREGATE BASE REPAIR, 2"	SQ YD	180	$ 540.00	0.00	180.00	0.00	$ 3.00	$ -	Nominal Item. Did not utilize the pay item.
	21	BIT MATERIALS (TACK COAT)	LBS	9,535	$ 95.35	0.00	9,535.00	0.00	$ 0.01	$ -	Nominal Item. Did not utilize the pay item.
	22	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	520	$ 33,800.00	0.00	168.86	351.14	$ 65.00	$ 22,824.10	Item used, less than estimated amount, field adjustment.
	23	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	315	$ 20,160.00	0.00	89.30	225.70	$ 64.00	$ 14,444.80	Item used, less than estimated amount, field adjustment.
	24	HMA DRIVEWAY SURFACE REMOVAL & REPLACEMENT, 3"	SQ YD	0	$ -	0.00	0.00	0.00	$ 61.00	$ -	Nominal Item. Did not utilize the pay item.
	25	PORTLAND CEMENT CONCRETE PAVEMENT 10" (JOINTED)	SQ YD	0	$ -	0.00	0.00	0.00	$ 100.00	$ -	Nominal Item. Did not utilize the pay item.
	26	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH -REMOVE AND REPLACE	SQ YD	80	$ 5,600.00	0.00	80.00	0.00	$ 70.00	$ -	Nominal Item. Did not utilize the pay item.

		Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date			Explanation of Change
				Quantity	Values	Added	Deducted	Quantity	Unit Price	Value	
	27	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 10 INCH -REMOVE AND REPLACE	SQ YD	0	$ -	0.00	0.00	0.00	$ 90.00	$ -	Nominal Item. Did not utilize the pay item.
	28	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	4,805	$ 31,232.50	0.00	3,765.00	1,040.00	$ 6.50	$ 6,760.00	Item used, less than estimated amount, field adjustment.
	29	DETECTABLE WARNINGS	SQ FT	0	$ -	0.00	0.00	0.00	$ 25.00	$ -	Nominal Item. Did not utilize the pay item.
	30	SIDEWALK REMOVAL	SQ FT	4,805	$ 6,006.25	0.00	3,765.00	1,040.00	$ 1.25	$ 1,300.00	Item used, less than estimated amount, field adjust.
	31	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	3,710	$ 25,599.00	0.00	1,144.20	2,565.80	$ 6.90	$ 17,704.02	Item used, less than estimated amount, field adjust.
	32	PAVEMENT REMOVAL	SQ YD	0	$ -	0.00	0.00	0.00	$ 25.00	$ -	Nominal Item. Did not utilize the pay item.
	33	COMBINATION CURB AND GUTTER REMOVAL	FT	965	$ 2,895.00	0.00	718.50	246.50	$ 3.00	$ 739.50	Item used, less than estimated amount, field adjust.
	34	CLASS D PATCHES, TYPE I, 8 INCH	SQ YD	20	$ 45.00	0.00	20.00	0.00	$ 2.25	$ -	Nominal Item. Did not utilize the pay item.
	35	CLASS D PATCHES, TYPE II, 8 INCH	SQ YD	20	$ 45.00	0.00	20.00	0.00	$ 2.25	$ -	Nominal Item. Did not utilize the pay item.
	36	CLASS D PATCHES, TYPE III, 8 INCH	SQ YD	40	$ 90.00	0.00	40.00	0.00	$ 2.25	$ -	Nominal Item. Did not utilize the pay item.
	37	CLASS D PATCHES, TYPE IV, 8 INCH	SQ YD	40	$ 90.00	0.00	40.00	0.00	$ 2.25	$ -	Nominal Item. Did not utilize the pay item.
	38	AGGREGATE SHOULDERS, TYPE B 12"	SQ YD	0	$ -	0.00	0.00	0.00	$ 10.00	$ -	Nominal Item. Did not utilize the pay item.
	39	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 8"	FT	0	$ -	0.00	0.00	0.00	$ 70.00	$ -	Nominal Item. Did not utilize the pay item.
	40	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 10"	FT	0	$ -	0.00	0.00	0.00	$ 70.00	$ -	Nominal Item. Did not utilize the pay item.
	41	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FT	0	$ -	0.00	0.00	0.00	$ 73.00	$ -	Nominal Item. Did not utilize the pay item.
	42	STORM SEWER 12" - REMOVAL AND REPLACE	FT	0	$ -	0.00	0.00	0.00	$ 75.00	$ -	Nominal Item. Did not utilize the pay item.
	43	STORM SEWER 8", PVC, SDR-26	FT	0	$ -	0.00	0.00	0.00	$ 72.00	$ -	Nominal Item. Did not utilize the pay item.
	44	STORM SEWER 12", PVC, SDR-26	FT	0	$ -	0.00	0.00	0.00	$ 96.00	$ -	Nominal Item. Did not utilize the pay item.
	45	SANITARY SEWER 6" - REMOVE AND REPLACE	FT	0	$ -	0.00	0.00	0.00	$ 140.00	$ -	Nominal Item. Did not utilize the pay item.
	46	FIRE HYDRANTS TO BE REMOVED AND REPLACED	EACH	0	$ -	0.00	0.00	0.00	$ 8,700.00	$ -	Nominal Item. Did not utilize the pay item.
	47	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	0	$ -	0.00	0.00	0.00	$ 210.00	$ -	Nominal Item. Did not utilize the pay item.
	48	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID -REPLACE	EACH	0	$ -	0.00	0.00	0.00	$ 4,200.00	$ -	Nominal Item. Did not utilize the pay item.
	49	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID -REPLACE	EACH	0	$ -	0.00	0.00	0.00	$ 5,500.00	$ -	Nominal Item. Did not utilize the pay item.
	50	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID -REPLACE	EACH	0	$ -	0.00	0.00	0.00	$ 4,500.00	$ -	Nominal Item. Did not utilize the pay item.
	51	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID -REPLACE	EACH	0	$ -	0.00	0.00	0.00	$ 6,000.00	$ -	Nominal Item. Did not utilize the pay item.
	52	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID-REPLACE	EACH	0	$ -	0.00	0.00	0.00	$ 1,750.00	$ -	Nominal Item. Did not utilize the pay item.
	53	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	0	$ -	0.00	0.00	0.00	$ 6,500.00	$ -	Nominal Item. Did not utilize the pay item.
	54	STRUCTURE TO BE RECONSTRUCTED	EACH	0	$ -	0.00	0.00	0.00	$ 1,750.00	$ -	Nominal Item. Did not utilize the pay item.
	55	STRUCTURE TO BE ADJUSTED	EACH	11	$ 5,335.00	0.00	9.00	2.00	$ 485.00	$ 970.00	Items used, less than estimated amount.
	56	STRUCTURE PATCHING (SPECIAL)	EACH	1	$ 240.00	0.00	1.00	0.00	$ 240.00	$ -	Nominal Item. Did not utilize the pay item.
	57	FRAME AND LID, TYPE 1	EACH	3	$ 1,140.00	0.00	3.00	0.00	$ 380.00	$ -	Nominal Item. Did not utilize the pay item.
	58	FRAME AND LID, TYPE 1, ADA COMPLIANT	EACH	1	$ 430.00	0.00	1.00	0.00	$ 430.00	$ -	Nominal Item. Did not utilize the pay item.
	59	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.12	FT	965	$ 28,467.50	0.00	709.50	255.50	$ 29.50	$ 7,537.25	Item used, less than estimated amount, field adjustment.
	60	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FT	0	$ -	0.00	0.00	0.00	$ -	$ -	Nominal Item. Did not utilize the pay item.
	61	CONCRETE CURB, TYPE B (SPECIAL)	FT	10	$ 400.00	0.00	10.00	0.00	$ 40.00	$ -	Nominal Item. Did not utilize the pay item.
	62	EXPLORATORY EXCAVATION (UNIT PRICING ITEM)	CU YD	0	$ -	0.00	0.00	0.00	$ -	$ -	Nominal Item. Did not utilize the pay item.

		Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date			Explanation of Change
				Quantity	Values	Added	Deducted	Quantity	Unit Price	Value	
	63	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FT	0	$ -	0.00	0.00	0.00	$ -	$ -	Nominal Item. Did not utilize the pay item.
	64	GUARDRAIL REMOVAL	FT	0	$ -	0.00	0.00	0.00	$ -	$ -	Nominal Item. Did not utilize the pay item.
	65	CHAIN LINK FENCE - REMOVE AND REPLACE	FT	0	$ -	0.00	0.00	0.00	$ -	$ -	Nominal Item. Did not utilize the pay item.
	66	MOBILIZATION	LSUM	1	$ 31,476.27	0.00	0.00	1.00	$ 31,476.27	$ 31,476.27	Item Used.
	67	TRAFFIC CONTROL AND PROTECTION	L SUM	1	$ 1,800.00	0.00	0.00	1.00	$ 1,800.00	$ 1,800.00	Item Used.
	68	REMOVE AND REINSTALL SIGN PANEL AND POST	EACH	0	$ -	0.00	0.00	0.00	$ 200.00	$ -	Nominal Item. Did not utilize the pay item.
	69	SIGN PANEL - TYPE 1	SQ FT	0	$ -	0.00	0.00	0.00	$ 50.00	$ -	Nominal Item. Did not utilize the pay item.
	70	METAL POST	EACH	0	$ -	0.00	0.00	0.00	$ 300.00	$ -	Nominal Item. Did not utilize the pay item.
	71	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FT	0	$ -	1,929.00	0.00	1,929.00	$ 1.00	$ 1,929.00	Item used. Consultant update.
	72	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FT	0	$ -	292.00	0.00	292.00	$ 2.00	$ 584.00	Item used. Consultant update.
	73	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FT	0	$ -	0.00	0.00	0.00	$ 3.00	$ -	Nominal Item. Did not utilize the pay item.
	74	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FT	22	$ 103.40	161.00	0.00	183.00	$ 4.70	$ 860.10	Item used, more than estimated amount.
	75	THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	0	$ -	0.00	0.00	0.00	$ 6.00	$ -	Nominal Item. Did not utilize the pay item.
	76	CONSTRUCTION LAYOUT	L SUM	0	$ -	0.00	0.00	0.00	$ 11,500.00	$ -	Nominal Item. Did not utilize the pay item.
	77	GPS AS-BUILT MAPPING	L SUM	1	$ 1.00	0.00	0.95	0.05	$ 1.00	$ 0.05	Items used, less than estimated amount.
	78	REMOVE AND SALVAGE EXISTING BRICK PAVERS	SQ FT	0	$ -	0.00	0.00	0.00	$ 10.00	$ -	Nominal Item. Did not utilize the pay item.
	79	RELOCATE RESIDENTIAL LIGHT POLE	EACH	0	$ -	0.00	0.00	0.00	$ 3,100.00	$ -	Nominal Item. Did not utilize the pay item.
	80	REINSTALL BRICK PAVERS	SQ FT	0	$ -	0.00	0.00	0.00	$ 20.00	$ -	Nominal Item. Did not utilize the pay item.
	81	CASH ALLOWANCE	DOL	0	$ -	0.00	0.00	0.00	$ 1.00	$ -	Nominal Item. Did not utilize the pay item.
		CONTRACT SUBTOTAL			$ 202,649.52					**$ 109,489.09**	

		Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date			Explanation of Change
				Quantity	Values	Added	Deducted	Quantity	Unit Price	Value	
		Alternate 02									
	1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	0	$ -	0.00	0.00	0.00	$ 70.00	$ -	Nominal Item. Did not utilize the pay item.
	2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	0	$ -	0.00	0.00	0.00	$ 100.00	$ -	Nominal Item. Did not utilize the pay item.
	3	TREE TRUNK PROTECTION	EACH	0	$ -	0.00	0.00	0.00	$ 75.00	$ -	Nominal Item. Did not utilize the pay item.
	4	TEMPORARY FENCE	FT	95	$ 617.50	0.00	95.00	0.00	$ 6.50	$ -	Nominal Item. Did not utilize the pay item.
	5	TREE ROOT PRUNING	EACH	0	$ -	0.00	0.00	0.00	$ 80.00	$ -	Nominal Item. Did not utilize the pay item.
	6	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	20	$ 20.00	0.00	1.20	18.80	$ 1.00	$ 18.80	Item used, slightly less than estimated amount.
	7	REMOVAL AND DISPOSAL OF NON-CCDD NON-SPECIAL WASTE	CU YD	2	$ 2.00	0.00	2.00	0.00	$ 1.00	$ -	Nominal Item. Did not utilize the pay item.
	8	REMOVAL AND DISPOSAL OF SPECIAL WASTE	CU YD	2	$ 2.00	0.00	2.00	0.00	$ 1.00	$ -	Nominal Item. Did not utilize the pay item.
	9	TRENCH BACKFILL	CU YD	0	$ -	0.00	0.00	0.00	$ 10.00	$ -	Nominal Item. Did not utilize the pay item.
	10	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	230	$ 1,495.00	0.00	230.00	0.00	$ 6.50	$ -	Nominal Item. Did not utilize the pay item.
	11	SEEDING, CLASS 1A	SQ YD	205	$ 461.25	0.00	205.00	0.00	$ 2.25	$ -	Nominal Item. Did not utilize the pay item.
	12	EROSION CONTROL BLANKET	SQ YD	205	$ 1,435.00	0.00	205.00	0.00	$ 7.00	$ -	Nominal Item. Did not utilize the pay item.
	13	SODDING	SQ YD	25	$ 425.00	361.60	0.00	386.60	$ 17.00	$ 6,572.20	Item used, more than estimated amount, field adjust.
	14	PLANTING WOODY PLANTS	EACH	0	$ -	0.00	0.00	0.00	$ 70.00	$ -	Nominal Item. Did not utilize the pay item.
	15	TREES, 3"	EACH	0	$ -	0.00	0.00	0.00	$ 1,500.00	$ -	Nominal Item. Did not utilize the pay item.
	16	TREE AND BUSH TRIMMING	FT	0	$ -	0.00	0.00	0.00	$ 25.00	$ -	Nominal Item. Did not utilize the pay item.
	17	INLET AND PIPE PROTECTION	EACH	20	$ 1,600.00	0.00	4.00	16.00	$ 80.00	$ 1,280.00	Item used, slightly less than estimated amount.
	18	SPRINKLER IRRIGATION SYSTEM REPAIR (UNIT PRICING ITEM)	EACH	3	$ 135.00	0.00	3.00	0.00	$ 45.00	$ -	Nominal Item. Did not utilize the pay item.
	19	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	55	$ 165.00	0.00	55.00	0.00	$ 3.00	$ -	Nominal Item. Did not utilize the pay item.
	20	AGGREGATE BASE REPAIR, 2"	SQ YD	250	$ 750.00	0.00	250.00	0.00	$ 3.00	$ -	Nominal Item. Did not utilize the pay item.
	21	BIT MATERIALS (TACK COAT)	LBS	13,200	$ 132.00	0.00	13,200.00	0.00	$ 0.01	$ -	Nominal Item. Did not utilize the pay item.

		Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date			Explanation of Change
				Quantity	Values	Added	Deducted	Quantity	Unit Price	Value	
	22	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	725	$ 47,125.00	0.00	57.70	667.30	$ 65.00	$ 43,374.50	Item used, slightly less than estimated amount due to differences in estimated density and mix design density.
	23	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	435	$ 27,840.00	0.00	1.50	433.50	$ 64.00	$ 27,744.00	Item used, slightly less than estimated amount due to differences in estimated density and mix design density.
	24	HMA DRIVEWAY SURFACE REMOVAL & REPLACEMENT, 3"	SQ YD	120	$ 7,320.00	0.00	120.00	0.00	$ 61.00	$ -	Nominal Item. Did not utilize the pay item.
	25	PORTLAND CEMENT CONCRETE PAVEMENT 10" (JOINTED)	SQ YD	0	$ -	0.00	0.00	0.00	$ 90.00	$ -	Nominal Item. Did not utilize the pay item.
	26	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH -REMOVE AND REPLACE	SQ YD	40	$ 2,800.00	0.00	31.30	8.70	$ 70.00	$ 609.00	Item used, less than estimated amount.
	27	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 10 INCH -REMOVE AND REPLACE	SQ YD	30	$ 2,700.00	0.00	30.00	0.00	$ 90.00	$ -	Nominal Item. Did not utilize the pay item.
	28	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	5,075	$ 32,987.50	0.00	443.00	4,632.00	$ 6.50	$ 30,108.00	Item used, slightly less than estimated amount.
	29	DETECTABLE WARNINGS	SQ FT	200	$ 5,000.00	10.00	0.00	210.00	$ 25.00	$ 5,250.00	Item used, slightly more than estimated amount.
	30	SIDEWALK REMOVAL	SQ FT	5,075	$ 6,343.75	0.00	620.70	4,454.30	$ 1.25	$ 5,567.88	Item used, slightly less than estimated amount.
	31	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	5,135	$ 35,431.50	0.00	655.70	4,479.30	$ 6.90	$ 30,907.17	Item used, slightly less than estimated amount.
	32	PAVEMENT REMOVAL	SQ YD	0	$ -	0.00	0.00	0.00	$ 30.00	$ -	Nominal Item. Did not utilize the pay item.
	33	COMBINATION CURB AND GUTTER REMOVAL	FT	1,015	$ 3,045.00	34.00	0.00	1,049.00	$ 3.00	$ 3,147.00	Item used, slightly more than estimated amount.
	34	CLASS D PATCHES, TYPE I, 8 INCH	SQ YD	30	$ 67.50	0.00	30.00	0.00	$ 2.25	$ -	Nominal Item. Did not utilize the pay item.
	35	CLASS D PATCHES, TYPE II, 8 INCH	SQ YD	30	$ 67.50	0.00	30.00	0.00	$ 2.25	$ -	Nominal Item. Did not utilize the pay item.
	36	CLASS D PATCHES, TYPE III, 8 INCH	SQ YD	55	$ 123.75	0.00	55.00	0.00	$ 2.25	$ -	Nominal Item. Did not utilize the pay item.
	37	CLASS D PATCHES, TYPE IV, 8 INCH	SQ YD	55	$ 123.75	0.00	55.00	0.00	$ 2.25	$ -	Nominal Item. Did not utilize the pay item.
	38	AGGREGATE SHOULDERS, TYPE B 12"	SQ YD	0	$ -	0.00	0.00	0.00	$ 10.00	$ -	Nominal Item. Did not utilize the pay item.
	39	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 8"	FT	0	$ -	0.00	0.00	0.00	$ 75.00	$ -	Nominal Item. Did not utilize the pay item.
	40	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 10"	FT	0	$ -	0.00	0.00	0.00	$ 75.00	$ -	Nominal Item. Did not utilize the pay item.
	41	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FT	0	$ -	0.00	0.00	0.00	$ 80.00	$ -	Nominal Item. Did not utilize the pay item.
	42	STORM SEWER 12" - REMOVAL AND REPLACE	FT	0	$ -	0.00	0.00	0.00	$ 80.00	$ -	Nominal Item. Did not utilize the pay item.
	43	STORM SEWER 8", PVC, SDR-26	FT	0	$ -	0.00	0.00	0.00	$ 80.00	$ -	Nominal Item. Did not utilize the pay item.
	44	STORM SEWER 12", PVC, SDR-26	FT	0	$ -	0.00	0.00	0.00	$ 100.00	$ -	Nominal Item. Did not utilize the pay item.
	45	SANITARY SEWER 6" - REMOVE AND REPLACE	FT	0	$ -	0.00	0.00	0.00	$ 150.00	$ -	Nominal Item. Did not utilize the pay item.
	46	FIRE HYDRANTS TO BE REMOVED AND REPLACED	EACH	1	$ 8,960.00	0.00	1.00	0.00	$ 8,960.00	$ -	Nominal Item. Did not utilize the pay item.
	47	DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED	EACH	0	$ -	0.00	0.00	0.00	$ 250.00	$ -	Nominal Item. Did not utilize the pay item.
	48	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID -REPLACE	EACH	0	$ -	0.00	0.00	0.00	$ 4,500.00	$ -	Nominal Item. Did not utilize the pay item.
	49	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID -REPLACE	EACH	0	$ -	0.00	0.00	0.00	$ 5,500.00	$ -	Nominal Item. Did not utilize the pay item.
	50	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID -REPLACE	EACH	0	$ -	0.00	0.00	0.00	$ 4,500.00	$ -	Nominal Item. Did not utilize the pay item.
	51	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID -REPLACE	EACH	0	$ -	0.00	0.00	0.00	$ 5,750.00	$ -	Nominal Item. Did not utilize the pay item.
	52	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID-REPLACE	EACH	0	$ -	0.00	0.00	0.00	$ 1,750.00	$ -	Nominal Item. Did not utilize the pay item.
	53	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	0	$ -	0.00	0.00	0.00	$ 6,500.00	$ -	Nominal Item. Did not utilize the pay item.
	54	STRUCTURE TO BE RECONSTRUCTED	EACH	1	$ 1,585.00	0.00	1.00	0.00	$ 1,585.00	$ -	Nominal Item. Did not utilize the pay item.
	55	STRUCTURE TO BE ADJUSTED	EACH	25	$ 15,750.00	0.00	5.00	20.00	$ 630.00	$ 12,600.00	Item used, slightly less than estimated amount.
	56	STRUCTURE PATCHING (SPECIAL)	EACH	2	$ 480.00	0.00	2.00	0.00	$ 240.00	$ -	Nominal Item. Did not utilize the pay item.

		Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date			Explanation of Change
				Quantity	Values	Added	Deducted	Quantity	Unit Price	Value	
	57	FRAME AND LID, TYPE 1	EACH	6	$ 2,280.00	0.00	6.00	0.00	$ 380.00	$ -	Nominal Item. Did not utilize the pay item.
	58	FRAME AND LID, TYPE 1, ADA COMPLIANT	EACH	2	$ 860.00	0.00	2.00	0.00	$ 430.00	$ -	Nominal Item. Did not utilize the pay item.
	59	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.12	FT	1,015	$ 29,942.50	0.00	981.00	34.00	$ 29.50	$ 1,003.00	Item used, less than estimated amount. Use more B6.12 than M4.12.
	60	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FT	0	$ -	1,080.00	0.00	1,080.00	$ 40.00	$ 43,200.00	Item used, more than estimated amount. Use more B6.12 than M4.12.
	61	CONCRETE CURB, TYPE B (SPECIAL)	FT	20	$ 800.00	0.00	20.00	0.00	$ 40.00	$ -	Nominal Item. Did not utilize the pay item.
	62	EXPLORATORY EXCAVATION (UNIT PRICING ITEM)	CU YD	0	$ -	0.00	0.00	0.00	$ 60.00	$ -	Nominal Item. Did not utilize the pay item.
	63	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	FT	0	$ -	0.00	0.00	0.00	$ 130.00	$ -	Nominal Item. Did not utilize the pay item.
	64	GUARDRAIL REMOVAL	FT	0	$ -	0.00	0.00	0.00	$ 10.00	$ -	Nominal Item. Did not utilize the pay item.
	65	CHAIN LINK FENCE - REMOVE AND REPLACE	FT	0	$ -	0.00	0.00	0.00	$ 130.00	$ -	Nominal Item. Did not utilize the pay item.
	66	MOBILIZATION	LSUM	1	$ 30,142.03	0.00	0.00	1.00	$ 30,142.03	$ 30,142.03	Item used.
	67	TRAFFIC CONTROL AND PROTECTION	L SUM	1	$ 1,900.00	0.00	0.00	1.00	$ 1,900.00	$ 1,900.00	Item used.
	68	REMOVE AND REINSTALL SIGN PANEL AND POST	EACH	0	$ -	0.00	0.00	0.00	$ 125.00	$ -	Nominal Item. Did not utilize the pay item.
	69	SIGN PANEL - TYPE 1	SQ FT	0	$ -	0.00	0.00	0.00	$ 30.00	$ -	Nominal Item. Did not utilize the pay item.
	70	METAL POST	EACH	0	$ -	0.00	0.00	0.00	$ 300.00	$ -	Nominal Item. Did not utilize the pay item.
	71	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FT	515	$ 360.50	0.00	515.00	0.00	$ 0.70	$ -	Nominal Item. Did not utilize the pay item.
	72	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FT	296	$ 352.24	0.00	296.00	0.00	$ 1.19	$ -	Nominal Item. Did not utilize the pay item.
	73	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FT	0	$ -	0.00	0.00	0.00	$ 3.00	$ -	Nominal Item. Did not utilize the pay item.
	74	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FT	68	$ 319.60	0.00	68.00	0.00	$ 4.70	$ -	Nominal Item. Did not utilize the pay item.
	75	THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	0	$ -	0.00	0.00	0.00	$ 8.00	$ -	Nominal Item. Did not utilize the pay item.
	76	CONSTRUCTION LAYOUT	L SUM	0	$ -	0.00	0.00	0.00	$ 1.00	$ -	Nominal Item. Did not utilize the pay item.
	77	GPS AS-BUILT MAPPING	L SUM	1	$ 1.00	0.00	0.98	0.02	$ 1.00	$ 0.02	Items used, less than estimated amount.
	78	REMOVE AND SALVAGE EXISTING BRICK PAVERS	SQ FT	0	$ -	0.00	0.00	0.00	$ 10.00	$ -	Nominal Item. Did not utilize the pay item.
	79	RELOCATE RESIDENTIAL LIGHT POLE	EACH	0	$ -	0.00	0.00	0.00	$ 3,500.00	$ -	Nominal Item. Did not utilize the pay item.
	80	REINSTALL BRICK PAVERS	SQ FT	0	$ -	0.00	0.00	0.00	$ 15.00	$ -	Nominal Item. Did not utilize the pay item.
	81	CASH ALLOWANCE	DOL	0	$ -	0.00	0.00	0.00	$ 1.00	$ -	Nominal Item. Did not utilize the pay item.
		CONTRACT SUBTOTAL			$ 271,947.87					**$ 243,423.60**	

		Additional Work									
AUP1		RELOCATE EX FIRE HYDRANT	EACH	12	$ 67,800.00	0.00	0.00	12	$ 5,650.00	$ 67,800.00	Project Controls - Item #81 CASH ALLOWANCE More hydrants relocated instead of replaced.
AUP2		1.5" WATER SERVICE COMPLETE	UN	1	$ 10,637.50	0.00	0.00	1	$ 10,637.50	$ 10,637.50	Project Controls - Item #81 CASH ALLOWANCE Field conditions dictated the addition.
AUP3		6" C900 WM	FT	682	$ 66,665.50	7.00	0.00	689	$ 97.75	$ 67,349.75	Project Controls - Item #81 CASH ALLOWANCE Field conditions dictated the addition.
AUP4		6" NON-PRESSURE CONNECTION	UN	1	$ 4,255.00	0.00	0.00	1	$ 4,255.00	$ 4,255.00	Project Controls - Item #81 CASH ALLOWANCE Field conditions dictated the addition.
AUP5		SPRINKLER IRRIGATION REPAIR	UN	78	$ 14,430.00	0.00	63.00	15	$ 185.00	$ 2,775.00	Project Controls - Item #81 CASH ALLOWANCE Justified unit cost adjustment.
AUP6		RUBBER BOOT SEWER CONNECTIONS	UN	1	$ 1,100.00	0.00	0.00	1	$ 1,100.00	$ 1,100.00	Project Controls - Item #81 CASH ALLOWANCE Comment, justified addition.
AUP7		12" PIPE DEPTH TYPE 2	UN	1	$ 8,520.00	0.00	0.00	1	$ 8,520.00	$ 8,520.00	Project Controls - Item #81 CASH ALLOWANCE Field conditions dictated the addition.
AUP8		STRUCTURE RESTOCKING FEE	UN	1	$ 2,907.50	0.00	0.00	1	$ 2,907.50	$ 2,907.50	Project Controls - Item #81 CASH ALLOWANCE Field conditions dictated the addition.

		Pay Items	Unit of Meas.	Awarded		Approved Change in Plans		Completed to Date			Explanation of Change
				Quantity	Values	Added	Deducted	Quantity	Unit Price	Value	
AUP9		WHEEL STOPS W/PINS OR EPOXY	L SUM	60	$ 6,840.00	0.00	3.00	57	$ 114.00	$ 6,498.00	Project Controls - Item #81 CASH ALLOWANCE Comment/Coordination, justified addition.
AUP10		BRICK-LANDSCAPING	L SUM	133	$ 665.00	0.00	0.00	133	$ 5.00	$ 665.00	Project Controls - Item #81 CASH ALLOWANCE Field conditions dictated the addition.
AUP11		MULCH-LANDSCAPING	L SUM	140	$ 420.00	0.00	0.00	140	$ 3.00	$ 420.00	Project Controls - Item #81 CASH ALLOWANCE Field conditions dictated the addition.
AUP12		PM-FOUR DIGIT NUMBERS	L SUM	50	$ 1,650.00	0.00	0.00	50	$ 33.00	$ 1,650.00	Project Controls - Item #81 CASH ALLOWANCE Field conditions dictated the addition.

CONTRACT TOTAL $ 5,959,797.08

$ 5,959,797.08 CONTRACT AWARD AMOUNT
$ 5,397,737.74 FINAL INVOICE WAIVER

-$562,059.34 CHANGE IN TOTAL CONTRACT VALUE

THE VILLAGE OF
NILES
It's possible here

CHANGE ORDER #: _____

VENDOR #: _____ DEPARTMENT: _____

NAME: _____ DATE: _____

ADDRESS: _____ P.O. #: _____

_____ P.O. AMOUNT: _____

Previous Change Order Amounts: _____

This Change Order Amount: _____

Purchase Order Amount with all Approved Change Orders: _____

Org: _____ Object: _____

Reason for Change Order:

Requested by: _____ Date: _____

Mail Invoices to:
Village of Niles
Accounts Payable
1000 Civic Center Drive
Niles, IL 60714
847-588-8000
or email at
AccountsPayable@vniles.com

Purchase Order

Fiscal Year 2024 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	**240503 - 02**

TAX EXEMPT No. E9998-1459-07 F.I.N. 36-6006016

VENDOR
Builders Paving LLC
4401 Roosevelt Rd
Hillside, IL 60162

SHIP TO
NILES PUBLIC WORKS
6849 TOUHY AVENUE
NILES, IL 60714
Email: rmp@vniles.com
Phone: 847-588-7900

Vendor Phone Number	Vendor Email	Vendor Number	Delivery Reference
847-419-9000	neichenold@builderspavi…	2130	

P.O. Date	Requisition Number	Requested by	Freight Method/Terms	Department/Location
05/01/2023	240004	Thake, Katarzyna		Public Works 6859

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	2023 Street Improvement Program				
1	2023 Street Improvement Program per your proposal dated 3/1/23 with Alternates 1 and 2, and per Resolution 2023-37R as approved by the Board of Trustees at the Village Board Meeting on 3/28/23. GL Account: 30050 - 580120 $5,959,797.08	1.0	EACH	$5,959,797.08	$5,959,797.08
2	Change Order #1-Revise the completion date for the 2023 Street Improvement Program by 204 calendar days. The final completion date will be extended to 6/1/24 per Ordinance 2024-13 as approved by the Board of Trustees at the Board Meeting on 1/23/24. GL Account: 30050 - 580120 $0.00	1.0	EACH	$0.00	$0.00
3	**ADDED:** Change Order #2 - Arrow Road Construction was aquired by Builders Asphalt LLC effective November 1, 2023. GL Account: 30050 - 580120 $0.00	1.0	EACH	$0.00	$0.00

CHANGE ORDER

Total Ext. Price	$5,959,797.08
Total Sales Tax	$0.00
Total Freight	$0.00
Total Discount	$0.00
Total Credit	$0
PO Total	**$5,959,797**

By: Susan Bliss
Purchasing Agent

VILLAGE OF NILES
TERMS AND CONDITIONS

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	**240503 - 02**

1. A separate invoice shall be rendered for each shipment made against this order. Invoices, shipping memorandums and bills of lading shall be dated and mailed on the day of actual shipment.
2. This order is exempt from federal excise tax and sales tax.
3. Every package, bill of lading, shipping memorandum and invoice must be marked with the Village purchase order number.
4. An itemized delivery ticket, bearing the Village purchase order number, must be supplied with the goods to insure their receipt. If delivery is made by carrier, an itemized delivery ticket must be attached to the outside of the package.
5. Shipment must be made to the Ship To Address shown on the Purchase Order. If directed to the billing address rather than the Ship To Address, shipment may be refused.
6. Delays in shipment shall be reported immediately by the Vendor to the Village. The Village reserves the right to cancel any order where goods are not received within specified time of the purchase order date, unless a longer delivery period is specified in an invitation to bid or on the face of the purchase order.
7. All prices must be FOB delivery point. Where a specific purchase is negotiated FOB shipping point, the vendor must prepay shipping charges and add to the invoice. The vendor must ship complete and the most economical way prepaid unless otherwise specified.
8. Goods and materials must be properly packaged. Damaged goods or materials will not be accepted.
9. The Village reserves the right to inspect all shipments after delivery and to reject any material which may be defective or not in accordance with specifications as to quality or performance.
10. Quantities specified in the order are not to be exceeded without prior approval of the Purchasing Agent.
11. All changes to this order must be approved in writing by the Purchasing Agent.
12. TOXIC SUBSTANCES DISCLOSURE TO EMPLOYEES RIGHT TO KNOW ACT: Acceptance of this purchase order assures the Village that the seller has complied with all aspects of this Act, and further assures that the Village will receive all applicable Material Safety Data Sheets for this order, either prior to delivery or along with the shipment.
13. If seller performs labor or services under this order, Worker's Compensation and Liability Insurance Certificates and any required indemnification agreement shall be submitted to and approved by buyer before such labor or services begins.

In accepting this purchase order, the seller assures the Village that they are in compliance with the Equal Employment Opportunity Clause as required by the Illinois Fair Employment Practice Commission and applicable Federal Laws and Executive Orders. Seller shall not discriminate against any person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, or terms or conditions of employment of any person.

REMEDIES NOT EXCLUSIVE: All rights and remedies granted to Purchaser herein shall be in addition to and not in lieu of any rights and remedies Purchaser may have, legal or equitable, under the Uniform Commercial Code or other Federal, State and Local Law.

*If Prevailing Wage applies:

This contract calls for the construction of a public work, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the Act). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the prevailing rate of wages (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labors website at: http://www.state.il.us/agency/idol/rates/rates.HTM. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

BOARD AGENDA ITEM EXPLANATION FORM

Ordinance Approving a Change Order Number 3 for the Street Lighting Improvements Milwaukee and Waukegan Project from Hecker and Company, Inc., by Decreasing the Contract Price by $174,629.50 for a Total Contract Amount of $8,539,769.90 Authorizing the Expenditure of Funds to Pay for Such a Change

Meeting Date: 01/28/2025	Item Number **12.g**
Requested By: Public Works	Action Requested: Ordinance
Prepared By: Tim O'Brien, Interim Village Engineer	Assigned to: Trustee Matyas

Strategic Pillar: Infrastructure Planning & Funding

Applicable Village Plan: Comprehensive Plan

Link to Applicable Village Plan:

ATTACHMENTS:

2025 Board Agenda Memo Milwaukee Lighting Final CO3.docx
Ordinance 2025-xx Approving a Change Order No. 3 for the Street Lighting Improvements Milwaukee and Waukegan Project from Hecker and Company, b.docx
Milwaukee Lighting CO3 Final Balancing.pdf
Summary of changes Milwaukee Streetlight Final.pdf
PO213197-02 Hecker Street Lighting.pdf

MOTION

I move for Board approval of an Ordinance Approving a Change Order Number 3 for the Street Lighting Improvements Milwaukee and Waukegan Project from Hecker and Company, Inc., by Decreasing the Contract Price by $174,629.50 for a Total Contract Amount of $8,539,769.90 Authorizing the Expenditure of Funds to Pay for Such a Change.

REASON FOR REQUEST / BACKGROUND

This item is required to remain in compliance with the Change Order Statute (720 ILCS5/33E-9), the Public Works Contract Change Order Act (50 ILCS 525/5) and the Niles Purchasing Manual. The original contract amount was $8,714,339.40. The final expenditure will be $174,629.50 under the contract amount. Previous change orders were for time extensions only.

Will this action involve an expenditure of funds?	No
If yes, is this a budgeted item?	Yes
Impact on future budget(s)	No
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	
Grant Funded Project	
Grant Source	

ORG#	30040	Total Amount for Approval	$(174,629.50) change order/ $8,539,769.90 final contract amount
ACCT#	580110	Budget Amount	$10,000,000 (FY21)
		Line Item Budget Amount	
		Variance	$(1,460,230.10)

Board agenda Memorandum

BOARD MEETING DATE: January 28, 2025

TO: Village President and Board of Trustees

FROM: Timothy O'Brien, Village Engineer

DEPARTMENT: Public Works

STRATEGIC PRIORITY: Infrastructure Planning and Funding

APPLICABLE PLAN: Comprehensive Plan

PURPOSE AND ACTION REQUESTED: The purpose of this memo is to provide the Board a summary of Public Contract changes for Board approval. The intent of this memo is to remain in compliance with the Change Order Statute (720 ILCS5/33E-9), the Public Works Contract Change Order Act (50 ILCS 525/5) and the Niles Purchasing Manual*.

The action requested is approval of the Final Balancing Change Order.

BACKGROUND: Hecker and Company, Inc. was awarded a contract for the Street Lighting Improvements Milwaukee & Waukegan in the amount of $8,714,399.40 at the July 28, 2020 Board Meeting. The project is complete with a final project cost of $8,539,769.90.

The purpose of the Final Balancing Change Order is to revise the contract amount to reflect the final installed quantities based on actual field conditions and deductions from the contract for items not performed and/or required to complete the work. This change order indicates the final contract amount.

Please see attached summary of quantity changes for additional information.

DISCUSSION/HISTORY:

Items that were more than $20,000 over budget was mostly items related to changes from unit duct to micro-duct, IDOT permit requirements or changes requested by ComEd. Also, restoration items including sidewalk and lawn restoration.

Items that were $20,000 under budget include: items related to changes from unit duct to micro-duct, IDOT permit requirements or changes requested by ComEd.

BUDGET: The original contract was $8,714,399.40. The final expenditure was $8,539,769.90, which is $174,629.50 under the contract amount.

RECOMMENDATION: Staff recommends approval of Final Balancing Change Order.

ORDINANCE 2025-xx

ORDINANCE APPROVING A CHANGE ORDER NUMBER 3 FOR THE STREET LIGHTING IMPROVEMENTS MILWAUKEE AND WAUKEGAN PROJECT FROM HECKER AND COMPANY, INC. BY DECREASING THE CONTRACT PRICE BY $174,629.50 FOR A TOTAL CONTRACT AMOUNT OF $8,539,769.90 AND AUTHORIZING THE EXPENDITURE OF FUNDS TO PAY FOR SUCH CHANGE ORDER

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, Hecker and Company, Inc. was awarded a contract for the Street Lighting Improvements Milwaukee & Waukegan in the amount of $8,714,399.40 at the July 28, 2020 Board Meeting ("Project"); and

WHEREAS, the Project is now complete; and

WHEREAS, the final contract cost is $174,629.50 under the original contract price with a final price of $8,539,769.90 (the "Amended Contract Price"); and

WHEREAS, the Corporate Authorities of the Village agree to authorize and approve the Amended Contract Price by approving Change Order Number 3 for the Project; and

WHEREAS, based on the recommendation of the Public Works Director, the Corporate Authorities of the Village make the following findings and determinations in accordance with the Illinois Compiled Statutes, Chapter 720, Section 5/33E-9 regarding changes to the Contract:

1. The change order (or series of change orders) recommended in Exhibit "A", which is attached hereto and made a part hereof, increases the contract sum by $10,000.00 or more.
2. The change order (or series of change orders): is made necessary by circumstances not foreseeable at the time the Contract was signed; is germane to the Contract as originally signed; and is in the best interests of the Village.

In addition, the Corporate Authorities of the Village make the following finding and determination pursuant to Section 5 of the Public Works Contract Change Order Act (50 ILCS 525/5): the amount of the Change Order (or series of change orders) does not increase the original contract price by 50% or more of the original contract price and thus the Village is not obligated to re-bid the additional work proposed under the Change Order.

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

SECTION 1: Each Whereas paragraph set forth above is incorporated by reference into this Section 1.

SECTION 2: The Corporate Authorities of the Village of Niles approve Change Order Number 3 decreasing the Contract Price by $174,629.50, for a total contract amount of $8,539,769.90, in accordance with Change Order Number 3, a copy of which is attached hereto as Exhibit "A".

SECTION 3: The Corporate Authorities of the Village of Niles authorize and direct the Village President, the Village Clerk, the Village Treasurer, the Village Manager and the Public Works Director, or their designees, to execute, process and deliver the necessary checks, wire transactions, change order documents and such other instruments necessary to comply with the authorization and direction set forth in this Ordinance.

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5: This Ordinance shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

PASSED: This 28th day of January, 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January, 2025.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January, 2025, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

Exhibit "A"

Change Order Number 1

(attached)

THE VILLAGE OF
NILES
It's possible here

CHANGE ORDER #: _____

VENDOR #: _____ DEPARTMENT: _____

NAME: _____ DATE: _____

ADDRESS: _____ P.O. #: _____

_____ P.O. AMOUNT: _____

Previous Change Order Amounts: _____

This Change Order Amount: _____

Purchase Order Amount with all Approved Change Orders: _____

Org: _____ Object: _____

Reason for Change Order:

Requested by: _____ Date: _____

Line Item Change Summary Street Lighting Project

#	ITEM #	DESCRIPTION	UNIT	CONTRACT TOTAL BID QUANTITY	TOTAL Quantity To Date	BID PRICE/AGREED PRICE	Change in quantity to date	Line Item Cost Change to date	Reason for the Change
1	20101000	TEMPORARY FENCE	FOOT	150.0	322.0	$23.30	172.00	$4,007.60	Actual Field Measure - Minor variation in quantity
2	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	24.0	18.3	$25.20	-5.70	-$143.64	Actual Field Measure - Minor variation in quantity
3	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	215.0	111.0	$25.20	-104.00	-$2,620.80	Actual Field Measure - Minor variation in quantity
4	44000600	SIDEWALK REMOVAL	SQ FT	46.0	7,096.52	$5.80	7,050.52	$40,893.02	More Restoration was required than was aniticipated in bid. Offest By alternate R&R sidewalk
5	78006150	PREFORMED THERMOPLASTIC PAVEMENT MARKINGS - LINE 12"	FOOT	186.0	186.0	$12.60	0.00	$0.00	Per Plan
6	80400100	ELECTRIC SERVICE INSTALLATION	EACH	8.0	8.0	$6,477.80	0.00	$0.00	Per Plan
8	81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	12,728.0	-	$31.80	-12,728.00	-$404,750.40	IDOT permit requirement was determine to be non-applicable
9	81028240	UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT	1,433.0	150.0	$33.50	-1,283.00	-$42,980.50	IDOT permit requirement was determine to be non-applicable
10	81028750	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.	FOOT	20,150.0	1,106.0	$12.70	-19,044.00	-$241,858.80	Specifcation changed to Micro-ducts
11	81400730	HANDHOLE, COMPOSITE CONCRETE	EACH	16.0	16.0	$479.80	0.00	$0.00	Per Plan
12	81603705	UNIT DUCT, 600V, 7-1C NO.8, 1/C NO.8 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	25,885.0	30,859.5	$16.60	4,974.50	$82,576.70	Specifcation changed to Micro-ducts
13	81683541	UNIT DUCT, 600V, 4-1C NO.6, 4-1C NO. 8, 1/C NO.6 GROUND, (XLP-TYPE USE), 1 1/2" DIA. POLYETHYLENE	FOOT	29,895.0	31,179.0	$17.80	1,284.00	$22,855.20	Specifcation changed to Micro-ducts
14	82500370	LIGHTING CONTROLLER, BASE MOUNTED, 240VOLT, 200AMP	EACH	9.0	8.0	$13,467.70	-1.00	-$13,467.70	Actual Field Measure - Minor variation in quantity
15	83600352	LIGHT POLE FOUNDATION, METAL, 11 1/2" BOLT CIRCLE, 8 5/8" X 6'	EACH	351.0	388.0	$820.30	37.00	$30,351.10	IDOT permit revisions
16	84200600	REMOVAL OF LIGHTING UNIT, NO SALVAGE	EACH	315.0	315.0	$280.40	0.00	$0.00	Per Plan
17	84200804	REMOVAL OF POLE FOUNDATION	EACH	315.0	315.0	$326.40	0.00	$0.00	Per Plan
18	84500110	REMOVAL OF LIGHTING CONTROLLER	EACH	9.0	8.0	$560.80	-1.00	-$560.80	Actual Field Measure - Minor variation in quantity
19	84500120	REMOVAL OF ELECTRIC SERVICE INSTALLATIOIN	EACH	9.0	8.0	$420.60	-1.00	-$420.60	Actual Field Measure - Minor variation in quantity
20	84500130	REMOVAL OF LIGHTING CONTROLLER FOUNDATION	EACH	9.0	8.0	$478.10	-1.00	-$478.10	Actual Field Measure - Minor variation in quantity
21	85000200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	1.0	1.0	$1,696.70	0.00	$0.00	Per Plan
22	85100500	PAINT NEW TRAFFIC SIGNAL POST	EACH	2.0	2.0	$201.30	0.00	$0.00	Per Plan
23	87301215	ELECTRIC CABLE IN CONDUIT, SIGNAL, NO. 14 2C	FOOT	385.0	309.4	$1.70	-75.60	-$128.52	Actual Field Measure - Minor variation in quantity
24	87301225	ELECTRIC CABLE IN CONDUIT, SIGNAL, NO. 14 3C	FOOT	399.0	334.0	$1.80	-65.00	-$117.00	Actual Field Measure - Minor variation in quantity
25	87301900	ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C	FOOT	20.0	17.2	$2.00	-2.80	-$5.60	Actual Field Measure - Minor variation in quantity
26	87502440	TRAFFIC SIGNAL POST, GALVANIZED STEEL 10 FT.	EACH	2.0	2.0	$1,099.10	0.00	$0.00	Per Plan
27	87800100	CONCRETE FOUNDATION, TYPE A	FOOT	8.0	8.0	$197.70	0.00	$0.00	Per Plan
28	87900200	DRILL EXISTING HANDHOLE	EACH	4.0	2.0	$443.60	-2.00	-$887.20	Actual Field Measure - Minor variation in quantity
29	88102717	PEDESTRIAN SIGNAL HEAD, LED, 1 FACE, BRACKET MOUNTED WITH COUNTDOWN TIMER	EACH	2.0	2.0	$625.40	0.00	$0.00	Per Plan
30	88800100	PEDESTRIAN PUSH BUTTON	EACH	2.0	2.0	$427.70	0.00	$0.00	Per Plan
31	89502200	MODIFY EXISTING CONTROLLER	EACH	1.0	1.0	$711.70	0.00	$0.00	Per Plan
32	89502210	MODIFY EXISTING CONTROLLER CABINET	EACH	1.0	1.0	$1,147.30	0.00	$0.00	Per Plan
33	89502350	REMOVE AND REINSTALL ELECTRIC CABLE FROM CONDUIT	FOOT	2,426.0	-	$1.30	-2,426.00	-$3,153.80	Actual Field Measure - Minor variation in quantity
34	89502380	REMOVE EXISTING HANDHOLE	EACH	14.0	14.0	$489.60	0.00	$0.00	Per Plan
35	Z0033020	LUMINAIRE SAFETY CABLE ASSEMBLY	EACH	373.0	389.0	$38.30	16.00	$612.80	Actual Field Measure - Minor variation in quantity
36	Z0033028	MAINTENANCE OF LIGHTING SYSTEM	CAL MO	12.0	12.0	$1,243.70	0.00	$0.00	Per Plan
37	Z0033044	RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM LEVEL 1	EACH	1.0	1.0	$632.50	0.00	$0.00	Per Plan
38	Z0004002	BOLLARDS	EACH	3.0	-	$1,308.30	-3.00	-$3,924.90	Item not needed
40	X0324599	ROD AND CLEAN EXISTING CONDUIT	FOOT	235.0	-	$1.40	-235.00	-$329.00	Actual Field Measure - Minor variation in quantity
41	X0350810	BOLLARD REMOVAL	EACH	5.0	9.0	$449.40	4.00	$1,797.60	Actual Field Measure - Minor variation in quantity
42	X1400171	FIBER OPTIC INTERCONNECT CABINET	EACH	6.0	7.0	$8,927.50	1.00	$8,927.50	Actual Field Measure - Minor variation in quantity
43	X1400238	LUMINAIRE, LED, SPECIAL	EACH	7.0	-	$3,141.20	-7.00	-$21,988.40	Item not needed
44	X1400265	WIRELESS LIGHTING CONTROL SYSTEM	L SUM	1.0	1.0	$130,861.90	0.00	$0.00	Per Plan
45	X1400303	FIBER OPTIC PATCH PANEL, 24 PORT, CABINET MOUNT	EACH	6.0	7.0	$4,887.50	1.00	$4,887.50	Actual Field Measure - Minor variation in quantity
46	X8140115	HANDHOLE TO BE ADJUSTED	EACH	1.0	-	$1,243.70	-1.00	-$1,243.70	Actual Field Measure - Minor variation in quantity
47	X8140230	HANDHOLE, COMPOSITE CONCRETE (SPECIAL)	EACH	14.0	22.0	$560.30	8.00	$4,482.40	Actual Field Measure - Minor variation in quantity
48	X8163585	UNIT DUCT, 600V, 7-1/C NO. 6, 1/C NO. 6 GROUND, (XLP-TYPE USE), 2" DIA. POLYETHYLENE	FOOT	2,292.0	2,584.5	$17.40	292.50	$5,089.50	Actual Field Measure - Minor variation in quantity

Line Item Change Summary Street Lighting Project

#	ITEM #	DESCRIPTION	UNIT	CONTRACT TOTAL BID QUANTITY	TOTAL Quantity To Date	BID PRICE/AGREED PRICE	Change in quantity to date	Line Item Cost Change to date	Reason for the Change
49	X8360215	LIGHT POLE FOUNDATION, 24" DIAMETER, OFFSET	FOOT	564.0	48.0	$281.30	-516.00	-$145,150.80	
50	X8710030	FIBER OPTIC CABLE 48 FIBERS, SINGLE MODE	FOOT	20,150.0	-	$2.90	-20,150.00	-$58,435.00	Specifcation changed to micro-fiber
51	N202001	REMOVAL AND DISPOSAL OF CONTAMINATED SOIL	CU YD	104.0	-	$102.80	-104.00	-$10,691.20	Contingency Item Not Needed
52	N211001	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	500.0	28.0	$7.40	-472.00	-$3,492.80	Actual Field Measure - Minor variation in quantity
53	N252001	SODDING	SQ YD	500.0	28.0	$14.70	-472.00	-$6,938.40	Actual Field Measure - Minor variation in quantity
54	N424001	PORTLAND CEMENT CONCRETE SIDEWALK - REMOVE AND REPLACE	SQ FT	4,400.0	4,400.0	$29.40	0.00	$0.00	Per Plan
55	N424002	DETECTABLE WARNINGS	SQ FT	20.0	62.0	$52.50	42.00	$2,205.00	Actual Field Measure - Minor variation in quantity
56	N442003	HOT-MIX ASPHALT DRIVEWAY PAVEMENT - REMOVE AND REPLACE	SQ YD	25.0	29.4	$105.00	4.40	$462.00	Actual Field Measure - Minor variation in quantity
57	N606002	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 - REMOVE AND REPLACE	FOOT	66.0	85.0	$84.00	19.00	$1,596.00	Actual Field Measure - Minor variation in quantity
58	N701001	TRAFFIC CONTROL AND PROTECTION	LSUM	1.0	1.0	$62,683.30	0.00	$0.00	Per Plan
59	N900004	BRICK PAVER REMOVAL AND REINSTALLATION, SPECIAL	SQ FT	520.0	1,122.5	$64.20	602.50	$38,680.50	More Restoration was required than was aniticipated in bid
60	N830001	LIGHTING UNIT COMPLETE, SPECIAL (TYPE-1)	EACH	186.0	142.0	$10,700.00	-44.00	-$470,800.00	IDOT and ComED lighting revisions
61	N830002	LIGHTING UNIT COMPLETE, SPECIAL (TYPE-2)	EACH	140.0	91.0	$10,650.00	-49.00	-$521,850.00	IDOT and ComED lighting revisions
62	N830003	LIGHTING UNIT COMPLETE, SPECIAL (TYPE-3)	EACH	9.0	10.0	$7,690.00	1.00	$7,690.00	IDOT and ComED lighting revisions
63	N830004	LIGHTING UNIT COMPLETE, SPECIAL (TYPE-4)	EACH	38.0	38.0	$10,900.00	0.00	$0.00	Per Plan
64	N851001	PAINT EXISTING STREET LIGHT POLE	EACH	2.0	2.0	$1,434.40	0.00	$0.00	Per Plan
65	N804001	SECONDARY SERVICE PEDESTAL	EACH	1.0	-	$1,531.20	-1.00	-$1,531.20	Item not needed
66	N800001	RELOCATE ROADWAY WEATHER INFORMATION SYSTEM	EACH	2.0	2.0	$1,855.00	0.00	$0.00	Per Plan
67	N253401	LANDSCAPE REMOVAL AND REPLACEMENT	LSUM	1.0	-	$20,000.00	-1.00	-$20,000.00	Item not needed
A1	81028750	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT	FOOT	60,000.0	-	$17.90	-60,000.00	-$1,074,000.00	Specification changed to Micro-duct
A2	X1400303	FIBER OPTIC PATCH PANEL, 24 PORT, CABINET MOUNT	EACH	18.0	-	$4,462.50	-18.00	-$80,325.00	Base bid quantity was sufficient
A3	X8140230	HANDHOLE, COMPOSITE CONCRETE (SPECIAL)	EACH	40.0	40.0	$511.60	0.00	$0.00	Based on final plan layout
A4	X8710030	FIBER OPTIC CABLE 48 FIBERS, SINGLE MODE	FOOT	60,000.0	-	$2.90	-60,000.00	-$174,000.00	Specifcation changed to micro-fiber
A5	N424001	PORTLAND CEMENT CONCRETE SIDEWALK - REMOVE AND REP	SQ FT	3,000.0	2,400.0	$28.00	-600.00	-$16,800.00	More Restoration was required than was aniticipated in bid. Offest By sidewalk removal
7	80400200	ELECTRIC UTILITY SERVICE CONNECTION	LSUM	1.0	0.178	$40,000.00	-0.82	-$32,873.72	Contingency Item - Billed by ComEd
39	Z0076600	TRAINEES	LSUM	1,000.0	-	$0.80	-1,000.00	-$800.00	Item not needed
68	N100001	CASH ALLOWANCE	DOLLAR	75,000.0	74,958.9	$1.00	-41.11	-$41.11	Actual Field Measure - Minor variation in quantity
		AGREED UNIT PRICES							
		IDOT AND COMED LIGHTING REVISIONS	LSUM	0	1	$315.00	1	$315.00	IDOT and ComED lighting revisions
AUP1		LIGHTING UNIT COMPLETE, SPECIAL (TYPE-5)	EACH	0	60	$10,540.00	60	$632,400.00	IDOT and ComED lighting revisions
AUP2		LIGHTING UNIT COMPLETE, SPECIAL (TYPE-6)	EACH	0	52	$10,620.00	52	$552,240.00	IDOT and ComED lighting revisions
AUP3		UNDERGROUND MULTI-DUCT, 4-WAY, MICRODUCTS	FOOT	0	24249.8	$17.50	24249.8	$424,371.50	Specifcation changed to Micro-duct for leasing and flexibility
AUP4		UNDERGROUND MULTI-DUCT, 7-WAY, MICRODUCTS	FOOT	0	25115.5	$19.50	25115.5	$489,752.25	Specifcation changed to Micro-duct for leasing and flexibility
AUP5		UNDERGROUND MULTI-DUCT, 7-WAY, MICRODUCTS (INSTALL WITH LIGHTING)	FOOT	0	26290.8	$14.40	26290.8	$378,587.52	Specifcation changed to Micro-duct for leasing and flexibility
AUP6		MICROFIBER CABLE, 48 STRAND, SINGLE MODE	FOOT	0	88625	$3.20	88625	$283,600.00	Specifcation changed to Micro-fiber for quicker installation
AUP7		RESTORATION: VARIABLE TOPSOIL, SEED, AND EROSION CONT	SQ YD	0	3663	$8.50	3663	$31,135.50	Quanitity overage due to contractractors measn and methods
		SAFETY BOLT CREDIT	EACH	0	384	($5.00)	384	($1,920.00)	Credit for changes
AUP14		REMOVE & REINSTALL HELIXFOUNDATION	EACH	0	5	$486.49	5	$2,432.45	Field Changes
AUP20		LIGHTING CONTROLLER MODIFICATIONS	EACH	0	8	$3,610.49	8	$28,883.92	Spare Nodes for inventory
AUP29		DELIVERY OF SALVAGED LIGHTS TO DEO STOCK	LSUM	0	1	$2,070.79	1	$2,070.79	Field Changes
AUP32		R&R LIGHT POLE AT TAKE 5	LSUM	0	1	$10,558.21	1	$10,558.21	Field Changes
AUP37		INSTALL 2 POLES SUPPLIED BY VILLAGE	LSUM	0	1	$3,874.13	1	$3,874.13	Field Changes
AUP38		LOST TIME AT HISTORICAL SOCIETY	LSUM	0	1	$5,395.68	1	$5,395.68	Field Changes
AUP39		LOST TIME AT 7139 N MILWAUKEE	LSUM	0	1	$4,266.05	1	$4,266.05	Field Changes
		OUT OF SEQUENCE TEMP LIGHTING	LSUM	0	1	$1,558.97	1	$1,558.97	Field Changes
AUP42		STREET LIGHT MAINTENANCE REDUCED	MONTH	0	4	$155.46	4	$621.84	Field Changes
AUP47		FURNISH CUSTON 6' ARM	EACH	0	1	$655.04	1	$655.04	Field Changes
AUP48		REM & REL POLE AT NE CORNER MILWAUKEE & HOWARD	LSUM	0	1	$7,624.84	1	$7,624.84	Field Changes

Line Item Change Summary Street Lighting Project

#	ITEM #	DESCRIPTION	UNIT	CONTRACT TOTAL BID QUANTITY	TOTAL Quantity To Date	BID PRICE/AGREED PRICE	Change in quantity to date	Line Item Cost Change to date	Reason for the Change
AUP49		ORIOLE WATER TOWER PATCH PANEL RACK	LSUM	0	1	$490.98	1	$490.98	Field Changes
		MERTRO TANK INVOICE	LSUM	0	1	$5,409.96	1	$5,409.96	Field Changes
		FO 10 LIGHT POLE RELOCATE AT WAUKEGAN & OAKTON	LSUM	0	1	$11,964.58	1	$11,964.58	Field Changes
AUP46		FLOCK POLE	LSUM	0	1	$8,697.00	1	$8,697.00	Field Changes
		STORAGE FEE & WIRE CREDIT	L	0	1	($64,131.07)	1	($64,131.07)	Credit for changes
		AGREED UNIT PRICES FIBER OPTIC CONNECTIONS							
AUP 10		Fiber Optic Building Connection 1 (Fire Station 3)	LSUM	0	1	$10,740.00	1	$10,740.00	Negotiated cost required to liven up buildings, exact scope coul not be identified at time of bid
AUP 11		Fiber Optic Building Connection 2 (Police)	LSUM	0	1	$10,630.00	1	$10,630.00	Negotiated cost required to liven up buildings, exact scope coul not be identified at time of bid
AUP 12		Fiber Optic Building Connection 3 (4 Flaggs)	LSUM	0	1	$6,470.00	1	$6,470.00	Negotiated cost required to liven up buildings, exact scope coul not be identified at time of bid
AUP 13		Fiber Optic Building Connection 4 (Oriole)	LSUM	0	1	$11,770.00	1	$11,770.00	Negotiated cost required to liven up buildings, exact scope coul not be identified at time of bid
AUP 14		Fiber Optic Building Connection 5 (Village Hall)	LSUM	0	1	$14,169.63	1	$14,169.63	Negotiated cost required to liven up buildings, exact scope coul not be identified at time of bid
AUP 15		Fiber Optic Building Connection 6 (Leaning Tower)	LSUM	0	1	$11,720.00	1	$11,720.00	Negotiated cost required to liven up buildings, exact scope coul not be identified at time of bid
AUP 16		Fiber Optic Building Connection 7 (Public Works)	LSUM	0	1	$14,690.00	1	$14,690.00	Negotiated cost required to liven up buildings, exact scope coul not be identified at time of bid
AUP 17		Fiber Optic Building Connection 8 (Fire 2)	LSUM	0	1	$11,230.00	1	$11,230.00	Negotiated cost required to liven up buildings, exact scope coul not be identified at time of bid
AUP 18		Fiber Optic Building Connection 9 (Historical)	LSUM	0	1	$12,770.00	1	$12,770.00	Negotiated cost required to liven up buildings, exact scope coul not be identified at time of bid
AUP 19		Fiber Optic Building Connection 10 (Golf Mill Park)	LSUM	0	0	$0.00	1	$0.00	

CONSTRUCTION TOTAL	-$174,629.50
Contact award amount	$ 8,714,399.40
Projected amount of contract to be unecumbered at completion	$8,539,769.90

Mail Invoices to:
Village of Niles
Accounts Payable
1000 Civic Center Drive
Niles, IL 60714
847-588-8000
or email at
AccountsPayable@vniles.com

Purchase Order

Fiscal Year 2021 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	**213197 - 02**

TAX EXEMPT No. E9998-1459-07 F.I.N. 36-6006016

VENDOR
Hecker and Company, Inc.
250 Industrial Lane
Wheeling, IL 60090

SHIP TO
NILES PUBLIC SERVICES
6859 TOUHY AVENUE
FLEET/TRANSPORTATION
NILES, IL 60714

Vendor Phone Number	Vendor Email	Vendor Number	Delivery Reference
847-459-9222	tom@heckerco.com	285	

P.O. Date	Requisition Number	Requested by	Freight Method/Terms	Department/Location
08/25/2020	216498	Vinezeano, Steve		Public Works

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Street Lighting Improvements Milwaukee & Waukegan				
1	Street Lighting Improvements for Milwaukee Ave (IL 21) & Waukegan Rd (IL 43) per Resolution 2020-53R and as approved by the Board of Trustees at the Village Board Meeting on 7/28/20. GL Account: 30040 - 580110 $8,714,399.40	1.0	EACH	$8,714,399.40	$8,714,399.40
2	Change Order #1 - This project requires a time extension of 93 days due to delays from ComEd Wire Conflicts, IDOT Permitting and CDOT Permitting. The substantial completion date is 12/31/21. GL Account: 30040 - 580110 $0.00	1.0	EACH	$0.00	$0.00
3	**ADDED:** Change Order #2-The contract completion date has been increased by 243 calendar days due to delays from Sternberg material delivery and repairs to previously installed mast arms. Substantial completion date is 8/31/22. GL Account: 30040 - 580110 $0.00	1.0	EACH	$0.00	$0.00

CHANGE ORDER

Total Ext. Price	$8,714,399.40
Total Sales Tax	$0.00
Total Freight	$0.00
Total Discount	$0.00
Total Credit	$0
PO Total	**$8,714,399**

By: Susan Bliss
Purchasing Agent

VILLAGE OF NILES
TERMS AND CONDITIONS

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	**213197 - 02**

1. A separate invoice shall be rendered for each shipment made against this order. Invoices, shipping memorandums and bills of lading shall be dated and mailed on the day of actual shipment.
2. This order is exempt from federal excise tax and sales tax.
3. Every package, bill of lading, shipping memorandum and invoice must be marked with the Village purchase order number.
4. An itemized delivery ticket, bearing the Village purchase order number, must be supplied with the goods to insure their receipt. If delivery is made by carrier, an itemized delivery ticket must be attached to the outside of the package.
5. Shipment must be made to the Ship To Address shown on the Purchase Order. If directed to the billing address rather than the Ship To Address, shipment may be refused.
6. Delays in shipment shall be reported immediately by the Vendor to the Village. The Village reserves the right to cancel any order where goods are not received within specified time of the purchase order date, unless a longer delivery period is specified in an invitation to bid or on the face of the purchase order.
7. All prices must be FOB delivery point. Where a specific purchase is negotiated FOB shipping point, the vendor must prepay shipping charges and add to the invoice. The vendor must ship complete and the most economical way prepaid unless otherwise specified.
8. Goods and materials must be properly packaged. Damaged goods or materials will not be accepted.
9. The Village reserves the right to inspect all shipments after delivery and to reject any material which may be defective or not in accordance with specifications as to quality or performance.
10. Quantities specified in the order are not to be exceeded without prior approval of the Purchasing Agent.
11. All changes to this order must be approved in writing by the Purchasing Agent.
12. TOXIC SUBSTANCES DISCLOSURE TO EMPLOYEES RIGHT TO KNOW ACT: Acceptance of this purchase order assures the Village that the seller has complied with all aspects of this Act, and further assures that the Village will receive all applicable Material Safety Data Sheets for this order, either prior to delivery or along with the shipment.
13. If seller performs labor or services under this order, Worker's Compensation and Liability Insurance Certificates and any required indemnification agreement shall be submitted to and approved by buyer before such labor or services begins.

In accepting this purchase order, the seller assures the Village that they are in compliance with the Equal Employment Opportunity Clause as required by the Illinois Fair Employment Practice Commission and applicable Federal Laws and Executive Orders. Seller shall not discriminate against any person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, or terms or conditions of employment of any person.

REMEDIES NOT EXCLUSIVE: All rights and remedies granted to Purchaser herein shall be in addition to and not in lieu of any rights and remedies Purchaser may have, legal or equitable, under the Uniform Commercial Code or other Federal, State and Local Law.

*If Prevailing Wage applies:

This contract calls for the construction of a public work, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the Act). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the prevailing rate of wages (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labors website at: http://www.state.il.us/agency/idol/rates/rates.HTM. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

BOARD AGENDA ITEM EXPLANATION FORM

Resolution Authorizing a Bid Waiver and Purchase of One (1) 2025 Ford Explorer for the Public Works Department in the Amount of $43,119.70 from Golf Mill Ford Located in Niles, Illinois as Approved within the FY24 Capital Improvement Plan

Meeting Date: 01/28/2025	Item Number **12.h**
Requested By: Public Works	Action Requested: Board Approval
Prepared By: Kevin Gomulka, Management Analyst	Assigned to: Trustee Matyas

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan: Capital Improvement Plan

Link to Applicable Village Plan: Capital Improvement Plan

ATTACHMENTS:
Board Agenda Memo GMF Ford Explorer (1).docx
Resolution 2025 xxR Authorizing a Bid Waiver and Purchase of One (1) 2025 Ford Explorer for the Public Works Department in the Amount of $43,119.docx
Golf Mill Ford Explorer (1).pdf
Sourcewell Ford Explorer.pdf
Cancellation Letter NFG PO 243517.pdf
Ford Edge P.O..pdf

MOTION

I move for board approval of a Resolution authorizing a Bid Waiver and purchase of one (1) 2025 Ford Explorer for the Public Works Department in the amount of $43,119.70 from Golf Mill Ford located in Niles, Illinois as approved within the FY24 Capital Improvement.

REASON FOR REQUEST / BACKGROUND

In October 2024, the Fleet Division canceled an order for a 2024 Ford Edge due to delivery delays and Ford's discontinuation of the model. Staff then identified a suitable replacement in the 2025 Ford Explorer, which met the needs of the Public Works Division at Golf Mill

Ford for $43,119.70. Although this purchase was not budgeted in FY25, funds are available to accommodate this purchase. The new Explorer will be assigned to the Public Works Director, and his Dodge Durango will be transferred to the Engineering Division, enabling the retirement of an older Ford Crown Victoria.

Will this action involve an expenditure of funds?	Yes
If yes, is this a budgeted item?	Yes
Impact on future budget(s)	No
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	
Grant Funded Project	No
Grant Source	

ORG#	60020	Total Amount for Approval	$43, 119.70
ACCT#	580120	Budget Amount	0
		Line Item Budget Amount	
		Variance	43,119.70

Board agenda Memorandum

BOARD MEETING DATE: January 28, 2025

TO: Mayor & Board of Trustees

FROM: Kevin M Gomulka, MPA, Assistant to the Public Works Director

DEPARTMENT: Public Works

STRATEGIC PRIORITY: Financial Stability and Transparency

APPLICABLE PLAN: Capital Improvement Plan

PURPOSE AND ACTION REQUESTED:

Approval of a Resolution authorizing a Bid Waiver and purchase of one (1) 2025 Ford Explorer for the Public Works Department in the amount of $43,119.70 from Golf Mill Ford located in Niles, Illinois as approved within the FY24 Capital Improvement Plan.

BACKGROUND:

In November 2023, the Fleet Division placed an order for a 2024 Ford Edge through National Fleet Group (NFG) totaling $42,455.00. However, due to multiple delays in the vehicle's expected delivery date, coupled with a lack of clear updates from NFG regarding the status of the order, and Ford's discontinuation of the Ford Edge model, staff determined that canceling the order was in the best interest of the Village.

After the cancellation, staff initiated a search for a suitable replacement. During this process, staff identified that Golf Mill Ford had an Active trim 2025 Ford Explorer on their lot for a favorable price. The vehicle specification and features were reviewed and approved by the Public Works Director.

The purchase price for this vehicle including title and plates totals $43,119.70. While the price favorable, the total purchase price exceeds the cost of the cancelled Ford Edge by $664.70. Upon purchase, the new vehicle will be assigned to the Public Works Director, and his current Dodge Durango will be transferred to the Engineering Division. This transition will allow the Fleet Division to retire an older Ford Crown Victoria from service.

Although this purchase was not budgeted in FY25, funds are available to accommodate this purchase as they were not spent in FY24.

BUDGET:

Funds in account 60020-580120 will be utilized to complete this purchase. This purchase exceeds the previously approved PO purchase amount by $664.70. Although this purchase was not budgeted in FY25, funds are available to accommodate this purchase.

RECOMMENDATION:

The Public Works Department recommends that the Village Board approve a Resolution authorizing a Bid Waiver and purchase of one (1) 2025 Ford Explorer for the Public Works Department in the amount of $43,119.70 from Golf Mill Ford located in Niles, Illinois as approved within the FY24 Capital Improvement Plan.

RESOLUTION 2025-xxR

RESOLUTION AUTHORIZING A BID WAIVER AND PURCHASE OF ONE (1) 2025 FORD EXPLORER FOR THE PUBLIC WORKS DEPARTMENT IN THE AMOUNT OF $43,119.70 FROM GOLF MILL FORD LOCATED IN NILES, ILLINOIS AS APPROVED WITHIN THE FY24 CAPITAL IMPROVEMENT PLAN

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, in October 2024, the Fleet Division of Public Works canceled an order for a 2024 Ford Edge due to delivery delays and Ford's discontinuation of the model; and

WHEREAS, staff then identified a suitable replacement in the 2025 Ford Explorer, which met the needs of the Public Works Division; and

WHEREAS, National Fleet Groups pricing through Sourcewell was $43,450, however, staff found a similar vehicle at Golf Mill Ford for $43,119.70, saving $330.30; and

WHEREAS, the new Explorer will be assigned to the Public Works Director, and his Dodge Durango will be transferred to the Engineering Division, enabling the retirement of an older Ford Crown Victoria; and

WHEREAS, the Village of Niles deems it is in its best interests to purchase the services, under the terms and conditions of the Proposal attached hereto as Exhibit "A."

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

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

SECTION 2: The Proposal provided to the Village by Golf Mill Ford is attached to this Resolution as Exhibit "A".

SECTION 3: The President and Board of Trustees of the Village of Niles authorize and direct the Village Manager, or his designee, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill Niles' obligations under the Proposal.

SECTION 4: 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 28th day of January 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January 2025.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January 2025, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

RETAIL BUYER'S ORDER

9401 N. Milwaukee Avenue • Niles, IL 60714
Tel: 847-470-9800 • Fax: 847-470-0980

Stock No. 250233
Date 01/02/2025
Referred By
Salesman Mateusz Wojtasik
Work Phone
Purchaser's Name Village Of Niles — Home Phone (847) 588-7960
Address 1000 Civic Center Dr — City Niles
Enter my order for Ford — Year 2025 — Type Explorer
Serial No. 1FMUK8DH3SGB15854 — Top — Trim Active — Color Space Whit

	SELLING PRICE			$43,530.00
	INCENTIVE			-$1,000.00
	SUB TOTAL			
	Used Car Allowance			
	Difference			
	Documentation Fee			$367.70
	Tax ILL. SALES TAX			
	Cook Co. Tax			
	License and Title fee			$222.00
	TOTAL			$43,119.70
	TRADE-IN			
	Miles on Trade			
	Extended Service Plan			
	Balance Owed on Used Car			
	Net Balance Owed			
	Deposit			
	Cash on Delivery			
	BALANCE			

NOTICE: TO THE NEGOTIATED CASH SALE PRICE OF EACH VEHICLE, A DOCUMENTATION FEE MAY BE ADDED FOR DEALER COSTS AND OVERHEAD. THE ONLY OTHER ADDITIONAL CHARGES PERMITTED ARE DEALER-ADDED OPTIONS, WARRANTY AND SERVICE CONTRACTS, INSURANCE AND THE ACTUAL COST OF LICENSE AND TITLE REGISTRATION AND TAXES.

If this instrument is used in conjunction with the sale of a used vehicle:
The information you see on the window form (BUYERS GUIDE) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract sale.

BUYER'S SIGNATURE _____

For and in consideration of the sum of $_____ which you have this day credited to my account, I do hereby sell and deliver unto Golf Mill Motor Sales, Inc. one _____ vehicle, Model _____ VIN# _____. I warrant the title to said vehicle to be in my possession, and that said title fee is free from encumbrances and debts, except $ _____ due _____, which amount Golf Mill Motor Sales, Inc. does assume if indeed said vehicle is made part of this transaction with the net payoff figured into the total financeable balance: that I have a good right to sell and deliver the above vehicle, and that title and possession thereto I will warrant against the claims of all parties whatsoever, except as above stated. I further warrant that the block of said vehicle is not cracked, and if it is the repairs are to be made at my expense. I further warrant that the above traded vehicle has sustained no body damage and that engine and transmission performs as they did at time of appraisal. I further warrant that the frame of said vehicle has not been damaged and that said vehicle is structurally sound and street worthy. It is agreed and understood that no warranties of any kind or character, either expressed or implied, are made by you of and concerning the car to be delivered to me, other than the usual manufacturer's warranty. In the event this instrument is used in connection with the sale of used vehicle by Golf Mill Motor Sales, Inc., I understand there is no warranty either expressed or implied unless it is noted on the face of this order. The price quoted is for immediate delivery. If the price of either the vehicle or accessories should be changed by the manufacturer before the vehicle has been assigned to me, then this order shall be constructed as if the charged price was originally inserted herein or shall be annulled at my option. The above comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever will be recognized. This order is not valid unless signed and accepted by an official of the Company and approved by a responsible Finance Company as to any deferred balance.

DISCLAIMER OF WARRANTIES

The seller, Golf Mill Motor Sales, Inc., is not a co-warrantor on the new vehicle warranty provided by the vehicle manufacturer and hereby expressly disclaims all warranties either expressed or implied, including any implied warranty of merchant-ability or fitness for a particular purpose, and Golf Mill Motor Sales, Inc. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

Buyer's Signature _____

Accepted - Golf Mill Motor Sales, Inc. by _____

CamScanner

National Auto Fleet Group
A Division of Chevrolet of Watsonville

1-855-289-6572
Fax 1-831-480-8497
Fleet@NationalAutoFleetGroup.com

Sourcewell Awarded Contract

Welcome **Kevin Gomulka**

Edit My Profile | LOG OFF

This is only a Quote, in order for us to place an order, we must receive your purchase order.

Step 6 of 8

Please click to view your quotation

Sourcewell Price

Exclusive Sourcewell Price

Configured Total MSRP Price	$43,450.00
Sourcewell Price (Price does NOT include any additional keys and/or service manuals referenced below)	$42,477.62
Total Savings	$972.38
Total % Savings	2.238 %

View Your Sourcewell Quote

Estimated Lease Options Per Unit

36 Months	$1,287.07
48 Months	$981.23
60 Months	$802.83

Click to View Lease Options

MAKE/MODEL DETAIL

Model Year	2025
Model Name	Explorer
Manufacturer Model Code	K8D
Series/Sub-Model Name	Active 4WD
Body Style	Sport Utility

Vehicle Configuration Options

ENGINE

Code	Description
99H	Engine: 2.3L EcoBoost I-4, (STD)

TRANSMISSION

Code	Description
44T	Transmission: 10-Speed Automatic, (STD)

PRIMARY PAINT

Code	Description
YZ	Oxford White

SEAT TYPE

Code	Description
8H	Dark Gray/Onyx, Unique Heated Cloth Captain's Chairs, -inc: 10-way power driver (power function for tilt, lumbar and recline) and 4-way power passenger w/manual recline

OPTION PACKAGE

Code	Description
200A	Equipment Group 200A Standard Package

Base Price	$41855
Manufacturer Destination Charge	$1595
Total Options Price	$0
Total Price	MSRP only. Not your Sourcewell member price. **$43450**

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THE VILLAGE OF
NILES
It's possible here

PUBLIC WORKS DEPARTMENT

MAYOR
George D. Alpogianis

VILLAGE MANAGER
Joseph S. La Margo

VILLAGE CLERK
Denise M. McCreery

TRUSTEES
Morgan Dubiel
John C. Jekot
Danette O'Donovan Matyas
Craig Niedermaier
Dean Strzelecki
Marryann Warda

October 24, 2024

National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

Subject: Cancellation of Purchase Order 243517 for 2024 Ford Edge

Dear Mr. Dao,

I hope this message finds you well. I am writing on behalf of the Village of Niles to formally notify you of our intent to cancel the purchase order 243517 for the purchase of a 2024 Ford Edge, which was previously placed last November with National Auto Fleet.

This decision comes after considerable delays in the vehicle's expected delivery date, with no clear updates from National Fleet Group (NFG) or the manufacturer regarding the status. Furthermore, we have been informed that the Ford Edge has been officially discontinued by Ford, which significantly impacts our decision to proceed with this purchase.

Given these circumstances, we kindly request a confirmation of the cancellation and any necessary steps to complete this process from your end. We appreciate your understanding and cooperation in addressing this matter swiftly.

Thank you for your attention to this matter. Should you require any further information or clarification, please feel free to reach out.

Sincerely,

Kevin M Gomulka, MPA
Assistant to the Public Works Director

Mail Invoices to:
Village of Niles
Accounts Payable
1000 Civic Center Drive
Niles, IL 60714
847-588-8000
or email at
AccountsPayable@vniles.com

Purchase Order

Fiscal Year 2024 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	**243517**

TAX EXEMPT No. E9998-1459-07 F.I.N. 36-6006016

VENDOR
72 Hour LLC
National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

SHIP TO
NILES PUBLIC WORKS FLEET
6859 TOUHY AVENUE
NILES, IL 60714

Vendor Phone Number	Vendor Email	Vendor Number	Delivery Reference
855-289-6572	fleet@nationalautofleetgr…	933	

P.O. Date	Requisition Number	Requested by	Freight Method/Terms	Department/Location
11/29/2023	243263	Powers, Tom		Public Works 6859

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	2024 Ford Edge K4J SEL AWD (Engineering Dept)				
1	2024 Ford Edge (K4J) SEL AWD per your quote #35853 dated 10/2/23 utilizing the Sourcewell Contract #091521-NAF and per Resolution 2023-98R as approved by the Board of Trustees at the Village of Niles Board meeting on October 24, 2023. GL Account: 60020 - 580120 $42,455.00	1.0	EACH	$42,455.00	$42,455.00

Total Ext. Price	$42,455.00
Total Sales Tax	$0.00
Total Freight	$0.00
Total Discount	$0.00
Total Credit	$0
PO Total	**$42,455.**

By: Susan Bliss
Purchasing Agent

VILLAGE OF NILES
TERMS AND CONDITIONS

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	**243517**

1. A separate invoice shall be rendered for each shipment made against this order. Invoices, shipping memorandums and bills of lading shall be dated and mailed on the day of actual shipment.
2. This order is exempt from federal excise tax and sales tax.
3. Every package, bill of lading, shipping memorandum and invoice must be marked with the Village purchase order number.
4. An itemized delivery ticket, bearing the Village purchase order number, must be supplied with the goods to insure their receipt. If delivery is made by carrier, an itemized delivery ticket must be attached to the outside of the package.
5. Shipment must be made to the Ship To Address shown on the Purchase Order. If directed to the billing address rather than the Ship To Address, shipment may be refused.
6. Delays in shipment shall be reported immediately by the Vendor to the Village. The Village reserves the right to cancel any order where goods are not received within specified time of the purchase order date, unless a longer delivery period is specified in an invitation to bid or on the face of the purchase order.
7. All prices must be FOB delivery point. Where a specific purchase is negotiated FOB shipping point, the vendor must prepay shipping charges and add to the invoice. The vendor must ship complete and the most economical way prepaid unless otherwise specified.
8. Goods and materials must be properly packaged. Damaged goods or materials will not be accepted.
9. The Village reserves the right to inspect all shipments after delivery and to reject any material which may be defective or not in accordance with specifications as to quality or performance.
10. Quantities specified in the order are not to be exceeded without prior approval of the Purchasing Agent.
11. All changes to this order must be approved in writing by the Purchasing Agent.
12. TOXIC SUBSTANCES DISCLOSURE TO EMPLOYEES RIGHT TO KNOW ACT: Acceptance of this purchase order assures the Village that the seller has complied with all aspects of this Act, and further assures that the Village will receive all applicable Material Safety Data Sheets for this order, either prior to delivery or along with the shipment.
13. If seller performs labor or services under this order, Worker's Compensation and Liability Insurance Certificates and any required indemnification agreement shall be submitted to and approved by buyer before such labor or services begins.

In accepting this purchase order, the seller assures the Village that they are in compliance with the Equal Employment Opportunity Clause as required by the Illinois Fair Employment Practice Commission and applicable Federal Laws and Executive Orders. Seller shall not discriminate against any person by reason of race, creed, color, religion, age, sex or physical or mental handicaps with respect to the hiring, application for employment, tenure, or terms or conditions of employment of any person.

REMEDIES NOT EXCLUSIVE: All rights and remedies granted to Purchaser herein shall be in addition to and not in lieu of any rights and remedies Purchaser may have, legal or equitable, under the Uniform Commercial Code or other Federal, State and Local Law.

*If Prevailing Wage applies:

This contract calls for the construction of a public work, within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (the Act). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the prevailing rate of wages (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labors website at: http://www.state.il.us/agency/idol/rates/rates.HTM. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

BOARD AGENDA ITEM EXPLANATION FORM

Resolution Authorizing an Intergovernmental Agreement (IGA) Among the Cook County Department of Environment and Sustainability and the Village of Niles for the Installation and Maintenance of one (1) Dual Port, Level 3 EV Charging Station at the Niles Family Fitness Center

Meeting Date: 01/28/2025	Item Number **12.i**
Requested By: Public Works	Action Requested: Board Approval
Prepared By: Tim O'Brien, Interim Village Engineer	Assigned to: Trustee Matyas

Strategic Pillar: Infrastructure Planning & Funding

Applicable Village Plan: Strategic Plan

Link to Applicable Village Plan: Strategic Plan

ATTACHMENTS:
Board Agenda Memo -CC IGA Charging Station.docx
Resolution 2025-xx Authorizing an Intergovernmental Agreement with Cook COunty for Installation and Maintenance of 1 Dual Port, Level 3 EV Char.docx
Cook County Electric Vehicle Charging Station Program IGA Niles (1).docx

MOTION

I move for Board Approval of a Resolution Authorizing an Intergovernmental Agreement (IGA) Among the Cook County Department of Environment and Sustainability and the Village of Niles for the Installation and Maintenance of one (1) Dual Port, Level 3 EV Charging Station at the Niles Family Fitness Center.

REASON FOR REQUEST / BACKGROUND

In August 2024, the Cook County Department of Environment & Sustainability engaged Village Staff regarding the installation of an Electric Vehicle (EV) charging station in Niles. After conducting a site assessment, the County proposed an Intergovernmental Agreement (IGA) to install one dual-port Level 3 DC Fast Charger at the Niles Family Fitness Center. Under the agreement, the County would cover all costs associated with the charger's installation and maintenance for a five-year period. The

IGA also includes a Termination for Convenience clause, allowing the Village to terminate the agreement at any time.

Will this action involve an expenditure of funds?	No	
If yes, is this a budgeted item?	No	
Impact on future budget(s)		
If yes, Projected Cost(s), Projected Fiscal Year, Project Name		
Grant Funded Project	No	
Grant Source		
ORG#	Total Amount for Approval	0.00
ACCT#	Budget Amount	0.00
	Line Item Budget Amount	
	Variance	

Board agenda Memorandum

BOARD MEETING DATE: January 28, 2025

TO: Mayor & Board of Trustees

FROM: Kevin M Gomulka, MPA, Assistant to the Public Works Director

DEPARTMENT: Public Works

STRATEGIC PRIORITY: Infrastructure Planning & Funding

APPLICABLE PLAN: Strategic Plan

PURPOSE AND ACTION REQUESTED:

Resolution Authorizing an Intergovernmental Agreement (IGA) Among the Cook County Department of Environment and Sustainability and the Village of Niles for the Installation and Maintenance of one (1) Dual Port, Level 3 EV Charging Station at the Niles Family Fitness Center.

BACKGROUND:

In August 2024, the Village Staff was approached by the Cook County Department of Environment & Sustainability regarding a site assessment for Electric Vehicle (EV) charging stations. This followed a broader community analysis conducted by the County, which identified Niles as underrepresented in EV charging infrastructure compared to neighboring Cook County communities. The County expressed particular interest in the area commonly referred to as Civic Center Plaza, due to its proximity to key community amenities, including the Niles Fitness Center, Village Hall, Post Office, H-Mart, and Home Depot.

During an initial Teams meeting, the County proposed installing a single dual-port EV charger in the Village Hall parking lot along Waukegan Road, near the garage exit. However, Village Staff rejected this location due to the Village Hall's Governmental Exemption from ComEd, which provides free electricity to governmental and nonprofit entities. Installing EV chargers at this location could jeopardize this exemption, as the Village would gain the ability to charge users for electricity.

Instead, Village Staff recommended the Niles Fitness Center as a potential site, as it does not benefit from a ComEd Exemption. The County representatives agreed that the Fitness Center could be an ideal alternative and expressed interest in conducting an on-site evaluation to confirm its suitability.

Following the site assessment, the County determined that the Niles Family Fitness Center was a suitable location for a single dual-port Level 3 DC Fast Charger. They subsequently provided the attached Intergovernmental Agreement (IGA) for legal review.

Key provisions of the IGA include:

1. Provision of Equipment: The County will supply one dual-port Level 3 EV charging station.
2. Networking Costs: The County will cover networking fees for the station for the first five years of operation.
3. Warranty Coverage: The County will fund the manufacturer's warranty for the first five years of operation.
4. Operational Commitment: The Village agrees to keep the charging station in place and operational during the five-year term.
5. Liability Limitations: The Village is not obligated to repair or replace the charging station if damaged or destroyed by third parties or acts of God.
6. Electricity Costs: The Village will pay for electricity used by the station but may establish pricing to offset these costs.

The Intergovernmental Agreement (IGA) includes a Termination for Convenience clause, permitting either party to terminate the agreement without cause, provided a 30-day advance notice is given. If the Village elects to retain the Level 3 charging station beyond the five-year term of the agreement, it will assume full responsibility for all costs previously covered by the County.

BUDGET:

The Village would be responsible for covering the cost of electricity required to supply the Level 3 charger. However, the Village could establish pricing to help offset these electricity expenses. Furthermore, if the Village chooses to retain the charger beyond the initial five-year term of the agreement, it will assume responsibility for the charger's ongoing maintenance.

RECOMMENDATION:

Public Works recommends the Village approve an Intergovernmental Agreement (IGA) Among the Cook County Department of Environment and Sustainability and the Village of Niles for the Installation and Maintenance of one (1) Dual Port, Level 3 EV Charging Station at the Niles Family Fitness Center.

RESOLUTION 2025-xx

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT AMONG THE COOK COUNTY DEPARTMENT OF ENVIRONMENT AND SUSTAINABILITY AND THE VILLAGE OF NILES FOR THE INSTALLATION AND MAINTENANCE OF ONE (1) DUAL PORT, LEVEL 3 EV CHARGING STATION AT THE NILES FAMILY FITNESS CENTER

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, in August 2024, the Cook County Department of Environment & Sustainability ("County") engaged Village staff regarding the installation of an Electric Vehicle (EV) charging station in Niles; and

WHEREAS, after conducting a site assessment, the County proposed an Intergovernmental Agreement ("IGA") to install one dual-port Level 3 DC Fast Charger at the Niles Family Fitness Center (Project"); and

WHEREAS, under the agreement, the County would cover all costs associated with the charger's installation and maintenance for a five-year period; and

WHEREAS, the IGA also includes a Termination for Convenience clause, allowing the Village to terminate the agreement at any time; and

WHEREAS, the President and the Board of Trustees of the Village of Niles, determined it is in the best interest of the Village to enter into the IGA.

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: The Intergovernmental Agreement is attached to this Resolution as Exhibit "A".

SECTION 2: That this Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 3: The President and Board of Trustees of the Village of Niles authorize and direct the Village President, or his designee, to execute the final version of the Agreement, which may contain certain non-substantive and non-financial modifications that are approved by the

Village Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill Niles' obligation under the Agreement. The Village Clerk shall attest, on behalf of the Village, upon receipt of at least one original copy of the Agreement executed by the Cook Count Department of Environment and Sustainability provided, however, that if the executed copy of the Agreement 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: That all resolution or parts of resolution in conflict herewith are hereby repealed to the extent of any such conflict.

SECTION 5: That any section or provision of this resolution 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 28th day of January 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January 2025

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January 2025, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (the "Agreement"), effective as of the date of the last dated signature below, is entered into by and between the County of Cook, a body politic and corporate of the State of Illinois (the "County"), acting by and through its Bureau of Asset Management, and the Village of Niles, a public entity (the "Village"). The County and Niles are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the public health, growth, and economic vitality of communities in Cook County by promoting strategic partnerships and investments in infrastructure; and

WHEREAS, the Village of Niles is located in the County of Cook, State of Illinois, and is duly organized and existing under the provisions of the State of Illinois and operating under the provisions of the Illinois Municipal Code, and all laws thereto, with full powers to enact ordinances for the benefits of the residents of the Village of Niles; and

WHEREAS, more than $1 billion in federal funds has been allocated directly to Cook County under provisions of the American Rescue Plan Act ("ARPA"). ARPA is designed to stimulate the U.S. economy, support individuals and families, and curb the spread of the COVID-19 virus. This one-time infusion of federal dollars will support both immediate recovery needs and long-term transformative initiatives; and

WHEREAS, Cook County allocated ARPA funding to install public electric vehicle (EV) charging stations in suburban areas where there are currently large gaps in service, primarily in communities that are under-resourced, have a higher amount of multifamily dwelling units or have a higher amount of renter-occupied housing; and

WHEREAS, the Cook County Policy Roadmap's Sustainable Communities goal is to support healthy, resilient communities that thrive economically, socially, and environmentally; and

WHEREAS, Cook County has steadily worked to reduce its greenhouse gas emissions, including an overall reduction in greenhouse gas emissions from County facilities of 44% in 2023; and

WHEREAS, the County and the Village recognize that EV ownership is increasing and that there is a need for public EV charging stations to facilitate and support alternative fuel sources; and

WHEREAS, in accordance with the foregoing, the County and the Village desire to enter into an agreement where the County will design, construct, and install an EV charging station and the Village will operate, maintain and make the station available to the public; and

WHEREAS, the County and the Village each acknowledge TIME IS OF THE ESSENCE as there are terms and conditions that certain funding be obligated in 2024 and projects completed by December 31, 2026, and the Village will timely respond to the County's requests for information and commit adequate resources to satisfy its responsibilities under this Agreement; and

WHEREAS, the County, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 *et seq*., is authorized to enter into this Agreement; and

WHEREAS, the Village, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq*., is authorized to enter into this Agreement; and

WHEREAS, this Agreement is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated into this Agreement as if fully set forth herein.

II. AUTHORITY

Each Party represents and warrants that it has the full and lawful authority to enter into this Agreement and to fully and promptly comply with all provisions, terms and conditions, as written.

III. PURPOSE AND SCOPE

The purpose of this Agreement is to identify the roles and responsibilities of each Party regarding the installation of EV charging stations within the Village of Niles, as provided below.

IV. TERM

This Agreement shall become effective upon its full execution ("Effective Date") and shall expire five (5) years after the activation of the charging station, unless terminated earlier pursuant to this Agreement.

V. RESPONSIBILITIES OF COUNTY

A. Installation of Charging Stations. The County will arrange for the installation of the EV

charging station as described in the Scope of Work set forth in Exhibit A ("County Work" or "Project") at locations agreed upon by both the County and the Village. The materials and labor to perform the County Work will be procured by the County and will be constructed and/or installed in a good and workmanlike manner using new materials of the same character, kind and quality customarily employed for such work.

B. Provision of Equipment. The County will provide 1 dual port Level 3 EV charging station, (the "Equipment" or "Charging Stations") as set forth in the Scope of Work. The Equipment shall be tendered to the Village in new condition.

C. Networking Fees. The County will cover the costs of the networking fees for each station for the first five (5) years of operation of the station.

D. Warranty. The County will cover the cost of the manufacturer's warranty for the first five (5) years of the operation of the station.

E. No Obligation to Repair or Replace. The County shall have no obligation to repair or replace the Equipment if it is damaged or destroyed by a third party or Act of God.

VI. RESPONSIBILITIES OF THE VILLAGE OF NILES

A. Site Selection. The Village shall recommend a location within its corporate limits and within the County limits where the Equipment shall be sited, which site shall be agreed upon and approved by the County. The site identified is seen in Exhibit A.

B. Property Access. The Village will grant the County and its employees, contractors, and agents a right of entry to enter the Property to perform its responsibilities under this Agreement.

C. Approval of Work. The Village will inspect the completed County Work for workmanship and confirm the completed County Work is satisfactory and in compliance with this Agreement and Exhibit A.

D. Operation of Charging Station. The Village agrees to keep the charging station in place and operational for the 5-year term.

E. Maintenance of Equipment. The Village will be responsible for calling the charging station manufacturer to resolve any issues with operation of the station, including warranty covered issues.

F. Upgrades and Replacements. The Village assumes the costs and coordination of desired upgrades or replacement to/of Charging Station equipment or infrastructure beyond the initial 5-year term.

G. Public Accessibility. The Village agrees to ensure public accessibility to the station, and to resolve any networking connection issues with the vendor if they come up.

H. No Obligation to Repair or Replace. The Village shall have no obligation to repair or replace the Charging Station if it is damaged or destroyed by a third party or Act of God.

I. Payment for Electricity. The Village will be responsible for paying for the electricity use incurred by use of its EV charging station, but may set pricing at its discretion to offset these costs.

J. Pricing for Station Use. The Village shall have sole discretion for setting pricing for station use and distributing any revenue generated by the use of the stations.

K. Networking Fees. The Village will be responsible for networking fees for year six (6) and

beyond over the station's useful life.

L. Charging Station Use Plan. The Village will be responsible for specifying engineer and security contacts for each site, setting operational times when the stations are "open" for charging, and ensuring adequate lighting is maintained.

M. Charging Station Use Data. The Village must provide Charging Station use data to the County from the charging station portal (online software platform) for the first five (5) years of operations to assist with ARPA metric tracking. These data points include but are not limited to: kilowatt hours used per month per station, number of charge events per month per station, and annual number of unique drivers. (Depending on the selected vendor, other metrics/reports may be available for sharing in a simple format).

VII. MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

A. Records Retention. The Village shall maintain for five (5) years from the Expiration Date adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to the Project. If any litigation, claim, or audit related to the Project is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

B. Accessibility of Records. The Village shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized County representatives, the County's Inspector General, and any other person(s) as may be authorized by the County (including auditors). The Village shall cooperate fully in any such audit or inquiry.

C. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Article VII shall establish a presumption in favor of the County for the recovery of any funds paid by the County under this Agreement for which adequate books, records and supporting documentation are not available to support the payment.

D. Monitoring and Access to Information. The Village must monitor its activities to assure compliance with applicable requirements and to assure its performance expectations are being achieved. The County shall monitor the activities of the Village to ensure compliance with all requirements and performance expectations of the Agreement. The Village shall timely submit all reports, and shall supply, upon the County's request, documents and information relevant to the Agreement. The County may make site visits as warranted by program needs.

VIII. TERMINATION FOR CAUSE OR CONVENIENCE

A. Termination for Cause. Subject to the notice and cure provisions described in Section B. below, the County may terminate this Agreement if the Village materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time; or

ii. Failure, for any reason, of the Village to fulfill in a timely and proper manner its obligations under this Agreement;

B. If the County determines that an event of default has occurred, the County will give the

Village written notice of the default, upon the receipt of which the Village has fifteen (15) days to cure the default. The County may in its sole discretion give the Village additional time to cure the default. At the end of the cure period, if the County chooses to terminate this Agreement due to an inadequate cure by the Village, the County will give the Village a letter terminating the Agreement.

C. Termination for Convenience**.** This Agreement may be terminated by either Party for any or no reason by giving written notice to the other Party at least thirty (30) days in advance of the effective date of such termination unless construction has begun.

IX. NOTICE; PROJECT POINTS OF CONTACT

A. Notice. All notices shall be in writing, sent either by overnight courier delivery service or by certified mail, return receipt requested, with proper postage pre-paid, with a confirmatory email. Confirmatory emails are a convenience to the Parties, and not a substitute for personal or mailed delivery. Notice shall be deemed to have been given on the date of courier/personal delivery or deposited in the United States mail. Notices shall be addressed as follows:

If to the County:	**If to the Village**:
Bureau of Asset Management	Village of _Niles_____
69 West Washington Street, Suite 3100	_____
Chicago, Illinois 60602	_____, IL _____
Attn: Bureau Chief	Attention: _____
Email: elizabeth.granato@cookcountyil.gov	Email: _____
Chicago, Illinois 60602	

B. Project Points of Contact**.** The following individuals are authorized to act as the point of contact for the Project:

For the County:	For the Village:
_____	_____
_____	_____
_____	_____
Email: _____	Email: _____

X. MISCELLANEOUS TERMS

A. Compliance with Laws**.** Each Party shall observe and comply with the applicable laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies, including disaster proclamations, which may in any manner affect the performance of this Agreement, and assurance of compliance with this requirement by each Party's employees, agents or subcontractors shall be the responsibility of the respective Party.

B. Governing Law and Venue. This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Cook County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

C. Force Majeure. Neither the County nor the Village shall be liable for failing to fulfill any obligation under this Agreement to the extent such failure is caused by an event beyond such

Party's reasonable control and which event is not caused by such Party's fault or negligence. Such events shall include acts of God, acts of war or terrorism, fires, lightning, floods, epidemics, or riots.

D. No Agency, Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to create or imply any agency, partnership, joint venture or other association between the County and the Village. The Parties shall not have the authority to enter into any Agreement, nor to assume any liability, on behalf of the other Party, nor to bind or commit the other Party in any manner, except as expressly provided herein.

E. No Third Party Beneficiaries. This Agreement shall be binding upon the Village and the County to the benefit of the Village and the County. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor shall any act of the Parties, be deemed or construed by any of the Parties hereto or by third parties to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

F. No Employment Benefits. Each Party and its respective employees, agents and subcontractors for all purposes arising out of the Agreement shall not be considered employees of the other Party. It is expressly understood and agreed that neither Parties' employees, agents or subcontractors shall be entitled to any benefit to which the other Party's employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

G. Non-exclusivity. This Agreement is non-exclusive. Both Parties retain the right, at their sole discretion and without prior or subsequent notification to one another, to enter into EV Charging Station arrangements with third parties not related to this Agreement.

H. No Personal Liability. The Parties agree that no member, official, employee or agent of either Party will be individually or personally liable to the other Party, its successors or assigns under any term or provision of this Agreement or because of his or her execution or attempted execution of this Agreement or in the event of any default or breach by such Party under this Agreement.

I. Governmental Immunity. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, in no event shall this Agreement be construed to have waived any rights or defenses of governmental immunity that either Party may have with respect to any matters arising out of this Agreement or performance hereunder.

J. Cooperation with Inspector General. The Village shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 *et seq.* of the Cook County Code of Ordinances).

K. Assignment. This Agreement, or any portion thereof, shall not be assigned by either the County or the [Village], without the prior written consent of the other Party.

L. Modification. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties. Provided, however, the Parties agree that provisions required to be inserted in this Agreement by laws, ordinances, rules, regulations or executive orders are deemed inserted whether or not they appear in this Agreement and that in no event will the failure to insert such provisions prevent the enforcement of this Agreement.

M. Waiver. No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or

waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any Party.

N. Severability. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court or any other governmental body, this Agreement shall be construed as not containing such provision and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.

O. Survival. Any provisions of this Agreement that impose continuing obligations upon a Party or, by their nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement, shall remain in force and effect after such expiration or termination for so long as so intended.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which when taken together shall be deemed to be one and the same instrument.

Q. Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

R. Interpretation. Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. If any language is stricken or deleted from this Agreement, such language shall be deemed never to have appeared herein and no connotations or inferences shall be drawn. A reference to the County includes the County's officers, commissioners, employees, attorneys, agents and assigns; a reference to the Village includes its officers, members, employees, attorneys, agents and assigns.

S. Entire Agreement. This Agreement constitutes the entire Agreement of the County and Village with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Village and the County with respect to the subject matter hereof.

END OF PAGE
SIGNATURE PAGE FOLLOWS

I**N WITNESS WHEREOF**, the parties have hereto caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

EXECUTED BY COUNTY OF COOK:

_____

_____

Toni Preckwinkle
President
Cook County Board of Commissioners

This __ day of_____, 2024

ATTEST: _____

_____

County Clerk

RECOMMENDED BY:

_____

By:_____

Elizabeth Granato xx/xx/2024
Bureau Chief
County of Cook
Bureau of Asset Management

EXECUTED BY VILLAGE OF NILES

This __ day of_____, 2024

ATTEST:

Clerk

APPROVED AS TO FORM
Kimberly M. Fox, State's Attorney

Assistant State's Attorney xx/xx/2024

EXHIBIT A
Cook County's Electric Vehicle Charging Station Program
Scope Of Work

Under this program, the County shall provide the following scope of services:

Install a dual port, level 3 electric vehicle charging station at a location within the Village of Niles agreed upon by both parties to this agreement. Installation will include all engineering, equipment, permits, fees, signage, striping, and other work to install the charging station. All work done will follow all local, state, and federal requirements for this type of work.

The station will be turned over to the host in fully operational condition and ready for use. The station will also come with 5 years of subscription service and 5 years of warranty.

BOARD AGENDA ITEM EXPLANATION FORM

Resolution Authorizing Continued Participation in the Suburban Tree Consortium and Authorize Tree Purchase in an Amount Not to Exceed $55,000 for Fiscal Year 2025

Meeting Date: 01/28/2025	Item Number **12.j**
Requested By: Public Works	Action Requested: Board Approval
Prepared By: Anthony Dati, Street Superintendent	Assigned to: Trustee Matyas

Strategic Pillar: Infrastructure Planning & Funding

Applicable Village Plan: Other

Link to Applicable Village Plan: Niles-Urban-Forestry-Management-Plan-2022

ATTACHMENTS:
Resolution 2025-xx Authorizing Continued Participation in the Suburban Tree Consortium and Authorize Tree Purchase in an Amount Not to Exceed $.docx

MOTION

I move for Board Approval of a Resolution Authorizing Continued Participation in the Suburban Tree Consortium and Authorize Tree Purchase in an Amount Not to Exceed $55,000 for Fiscal Year 2025.

REASON FOR REQUEST / BACKGROUND

Continued participation in the Consortium gives the Village of Niles a competitive advantage in selecting a more diverse selection of trees with greater quantities. Currently the consortium has 9 nurseries. The yearly membership fee is $575. Once a member of the consortium, the Village is no longer required to go out to bid every year. Each member is encouraged to create a 5-year tree planting plan to estimate the number of trees to be planted and to have more control over the tree inventory. Costs are reduced due to the large purchasing power as a group. At any time, the Village can reserve the right to exit out of the consortium without penalty.

The Village of Niles has $55,000 budgeted for tree planting. All of the tree planting will be done

before the end of FY25. Membership invoice in the amount of $575.00 for participation was paid out of FY24's budget.

As recommended by the Public Works Matrix Study - Recommendation #117: The Village should incorporate a tree species diversity requirement when identifying candidates for new trees or replacement trees throughout the Village. The criteria should consider Village tree inventory as well as local tree populations. 200 trees will be planted.

Will this action involve an expenditure of funds?	Yes
If yes, is this a budgeted item?	Yes
Impact on future budget(s)	No
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	
Grant Funded Project	No
Grant Source	

ORG#	30050	Total Amount for Approval	$55,000
ACCT#	580120	Budget Amount	$55,000
		Line Item Budget Amount	$55,000
		Variance	

RESOLUTION 2025-xxR

RESOLUTION AUTHORIZING CONTINUED PARTICIPATION IN THE SUBURBAN TREE CONSORTIUM AND AUTHORIZE TREE PURCHASE IN AN AMOUNT NOT TO EXCEED $55,000 FOR FISCAL YEAR 2025

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, continued participation in the Suburban Tree Consortium gives the Village of Niles a competitive advantage in selecting a more diverse selection with greater quantities of trees; and

WHEREAS, currently the consortium has 9 nurseries and only charges a yearly membership fee of $575; and

WHEREAS, once a member of the consortium, the Village is no longer required to go out to bid every year; and

WHEREAS, at any time, the Village can reserve the right to exit out of the consortium without penalty; and

WHEREAS, the President and the Board of Trustees of the Village of Niles, determined it is in the best interest of the Village to continue to participate in the Suburban Tree Consortium.

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: The Consortium PO is attached to this Resolution as Exhibit "A".

SECTION 2: That this Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

SECTION 3: The President and Board of Trustees of the Village of Niles authorize and direct the Village President, or his designee, to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill Niles' obligation under the PO.

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

SECTION 5: That any section or provision of this resolution 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 28th day of January 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January 2025.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January 2025, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

BOARD AGENDA ITEM EXPLANATION FORM

Resolution Authorizing Contractual Agreement for the FY25 Tree Removal Program with Advanced Tree Care in the Amount of $47,337

Meeting Date: 01/28/2025	Item Number **12.k**
Requested By: Public Works	Action Requested: Board Approval
Prepared By: Anthony Dati, Street Superintendent	Assigned to: Trustee Matyas

Strategic Pillar: Infrastructure Planning & Funding

Applicable Village Plan: Other

Link to Applicable Village Plan: Niles-Urban-Forestry-Management-Plan-2022

ATTACHMENTS:
2025 Board Agenda Memorandum Advanced Tree Care (1).docx
Resolution 2025-xxR Authorizing a Bid Award and Contractual Agreement for the FY25 Tree Removal Program with Advanced Tree Care in the Amount of $47,337.docx

MOTION

I move for Board Approval of a Resolution Authorizing a Bid Award and Contractual Agreement for the FY25 Tree Removal Program with Advanced Tree Care in the Amount of $47,337.00.

REASON FOR REQUEST / BACKGROUND

The contract term is for a period of 90 days (1/28/25-4/30/25) and includes four (4) automatic consecutive renewal periods at the prices specified in the contract. The total contracted amount for five years is $390,013.00.

The Village of Niles bid this project in January 2024 and awarded the contract to Lucas Landscaping, who was the lowest bid. Lucas Landscaping's contract was terminated due to poor performance, The Village of Niles reached out to the second lowest bidder which is Advanced Tree Care. Advanced Tree Care agreed to hold pricing as submitted in the original bid. Currently, $47,337 remains on the Purchase Order.

Contract renewals are based on satisfactory work and funding.

Will this action involve an expenditure of funds?	Yes
If yes, is this a budgeted item?	Yes
Impact on future budget(s)	Yes
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	FY25 $90,000
Grant Funded Project	No
Grant Source	

ORG#	13440	Total Amount for Approval	$47,337.00
ACCT#	580110	Budget Amount	$90,000 FY25 if approved
		Line Item Budget Amount	$90,000 F25 if approved
		Variance	$42,663.00

Board agenda Memorandum

BOARD MEETING DATE: January 28th, 2025

TO: Village President and Board of Trustees

FROM: Tony Dati, Streets Superintendent

DEPARTMENT: Public Works

STRATEGIC PRIORITY: Infrastructure Planning and Funding

APPLICABLE PLAN: 2022 Urban Forestry Management Plan

PURPOSE AND ACTION REQUESTED: The purpose is to approve authorizing the Contractual Agreement and Bid Award for the 2024 Tree Removal Program with Advanced Tree Care in the Amount of $85,669.00. This is a contract for removing trees on Village properties and right of ways.

BACKGROUND: The contract term shall be for a period of one year following dual execution and shall include four (4) automatic consecutive renewal periods at the price specified in the contract. Any renewal is contingent upon Contractors satisfactory performance of the terms and conditions of the contract. The total contracted amount for five years is $428,345.00

Niles went out to bid for tree removals. Lucas Landscaping was the lowest bid and was awarded the contract. Lucas has provided unsatisfactory work and has become unresponsive. Public works consulted with legal regarding this matter at gave Lucas all opportunities to correct the situation. Lucas was unable to fulfill their obligation to Niles. Advanced Tree Care agreed to hold all pricing in the original submitted bid. Advanced was the second lowest bidder.

The Village of Niles was seeking a 5 year commitment for tree removals. Having a five (5) year commitment allows for lower pricing and consistency.

The Village of Niles trees provide $1,374,291 in annual benefits. Village of Niles owned trees have a standing value of $15,874,000.

BUDGET: $90,000.00

RECOMMENDATION: Staff recommends awarding the contract to Advanced Tree Care.

RESOLUTION 2025-xxR

RESOLUTION AUTHORIZING CONTRACTUAL AGREEMENT AND BID AWARD FOR THE FY25 TREE REMOVAL PROGRAM WITH ADVANCED TREE CARE IN THE AMOUNT OF $47,337

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, the Village requires municipal tree removal for the year 2025 ("Project"); and

WHEREAS, Lucas Landscaping was the lowest financial bidder, however, Advanced Tree Care was found to be the lowest responsible bidder and agrees to provide the services necessary for the Project, in the Amount of $47,337 for FY25; and

WHEREAS, Advanced Tree Care agrees to provide the services under the terms and conditions set forth in the attached Contract for a period of ninety days with four consecutive renewal periods specified in the agreement ("Contract"); and

WHEREAS, the Village of Niles deems it in its best interests to enter into the Contract and proceed with the purchase as contemplated, see attached Exhibit "A."

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

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

SECTION 2: The Contract between the Village and Advanced Tree Care is attached to this Resolution as Exhibit "A".

SECTION 3: The President and Board of Trustees of the Village of Niles authorize and direct the Village Manager, or his designee, to execute the Contract, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill Niles' obligations under the Agreement. The Village Clerk shall attest, on behalf of the

Village, the Contract upon receipt of at least one original copy of the Contract executed by Advanced Tree Care.

SECTION 4: 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.

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

PASSED: This 28th day of January 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January 2025.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January 2025, 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 Bid Waiver and Emergency Purchase of a Traffic Jet Xpress Sign Printer from Avery Dennision in the Amount of $38,680

Meeting Date: 01/28/2025	Item Number **12.I**
Requested By: Public Works	Action Requested: Bid Waiver
Prepared By: Anthony Dati, Street Superintendent	Assigned to: Trustee Matyas

Strategic Pillar: Foster Community Identity

Applicable Village Plan: Strategic Plan

Link to Applicable Village Plan: Strategic Planning | Niles, IL - Official Website

ATTACHMENTS:

2025 Board Agenda Memorandum Avery Dennision 1 .docx
Resolution 2025xxR Authorizing a Bid Waiver and Purchase of a Traffic Jet Xpress Sign Printer from Avery Dennision in the Amount of $38,680Â .docx
Village of Niles - 2024-10 TrafficJet Xpress Printer Quote (2).pdf

MOTION

I move for Board Approval for a Bid Waiver and Emergency Purchase a Traffic Jet Xpress Sign Printer from Avery Dennision in the Amount of $38,680.

REASON FOR REQUEST / BACKGROUND

Due to the cyber incident and because SAI no longer supports Flexi12, Niles cannot connect that computer to the server.

This new machine is much more efficient, it eliminates all drying time, allowing staff to create signs at a much faster rate. Avery Dennision is a Niles company and longtime vendor of the Village of Niles. They've shown great service and a superior product.

Will this action involve an expenditure of funds?	Yes
If yes, is this a budgeted item?	No
Impact on future budget(s)	No
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	
Grant Funded Project	No
Grant Source	

ORG#	13430	Total Amount for Approval	$38,680
ACCT#	530115	Budget Amount	0
		Line Item Budget Amount	
		Variance	$38,680

Board agenda Memorandum

BOARD MEETING DATE: 1/28/25

TO: Steve Quinn, Public Works Director

FROM: Tony Dati, Streets Superintendent

DEPARTMENT: Public Works

STRATEGIC PRIORITY: Foster Community Identity

APPLICABLE PLAN: Village of Niles Strategic Plan

PURPOSE AND ACTION REQUESTED: The purpose of this memo is to move for Board Approval for a Bid Waiver to Purchase a Traffic Jet Xpress Sign Printer from Avery Dennision in the Amount of $38,680.

BACKGROUND: The sign printing machine that Niles currently owns is over ten years old. The old system utilized a software by a company called SAI. The software was called Flexi 12 and licensed to the village. That software was installed on the hard drive of the old computer in the sign shop. Due to fact that the computer was infected during the hack and because SAI no longer supports Flexi12, Niles cannot reestablish connecting that computer to the server.

Funds are available in FY25' budget to make necessary purchase. Without the sign machine functioning properly, only very basic signs can be made at this time. Public works continuously is being asked to create signs for the needs of various village departments.

DISCUSSION/HISTORY: This new machine it much more efficient when compared to the old one. The new machine eliminates all drying time, allowing staff to create signs at a much faster rate. The new machine uses UV-LED ink. The new printer utilizes FlixiPRINT22. This is an Avery Dennison Addition Upgrade. This software was created and designed to be compatible only to Avery Dennison Printers. The cost of the new printer which includes the ink, first year warranty, all needed software, training, installation, and support comes to a total of $38,680. Avery Dennision is a Niles company and longtime vendor of the Village of Niles. They've shown great service and a superior product.

BUDGET: This is a non-budget item and needs to be purchased to continue sign development. Budgeted funds will be utilized to make this purchase.

RECOMMENDATION: Public Works recommends the purchase of the sign machine from Avery Dennision.

RESOLUTION 2025-xxR

RESOLUTION AUTHORIZING A BID WAIVER AND PURCHASE OF A TRAFFIC JET XPRESS SIGN PRINTER FROM AVERY DENNISION IN THE AMOUNT OF $38,680

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, the current sign printing machine utilized by the Village is over ten years old with obsolete software; and

WHEREAS, a new machine and software is necessary; and

WHEREAS, Avery Dennision is a Niles company and longtime vendor of the Village of Niles and have shown great service and a superior product; and

WHEREAS, the Village of Niles deems it is in its best interests to purchase the new machine, under the terms and conditions of the Contract attached hereto as Exhibit "A."

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

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

SECTION 2: The Quote provided to the Village by Avery Dennision is attached to this Resolution as Exhibit "A".

SECTION 3: The President and Board of Trustees of the Village of Niles authorize and direct the Village Manager, or his designee, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill Niles' obligations under the Quote.

SECTION 4: 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 28th day of January 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January 2025.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January 2025, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

TrafficJet™ Xpress

Quotation

Customer:	**Village of Niles IL – Jamie Callero**
Date:	10/10/2024
Submitted by:	**Jeff Whyte**

TrafficJet™ Xpress – Simple, clean and cost-effective. Warranted durability

TrafficJet Xpress is built on the proven Mimaki UCJV-300 platform utilizing UV-LED ink technology. With faster start-up and no drying time, this printer is ideal for an entry-level to intermediate-sized sign shop. This is our easiest printer to use and, for most sign shops, the most productive in its class. True Traffic Color™ spot inks and included software simplify the process of producing specification-compliant traffic control, wayfinding, and custom signage.

Signs printed on the TrafficJet Xpress carry longer warranties than signs produced by screen printing and colored overlay films. When using our standard OL-1000 Anti-Graffiti protective digital overlay:

- 15 years on OmniCube™ traffic sign colors
- 12 years on HIP traffic sign colors using
- Up to 10 years on custom ink colors

Engineered to meet your sign fabrication needs

- **MUTCD compliant signage**
- Easy, efficient sign fabrication
- Improved labor and material efficiency – no cutting, premasking or weeding
- Quick order turnaround – direct to print from design
- Lower operating costs – produce just in time instead of just in case
- Print unattended and manage multiple printers with a single operator
- Print signs in any orientation on our omni-directional sheeting, maximizing space while optimizing retroreflectivity.
- All permanent signs are graffiti cleanable with the use of standard OL-1000 UV protective overlay
- Ideal for multi-color signs and complex street name signs with variable information

DESCRIPTION	PART NO.	UNIT	PRICE	TTL (USD)
TrafficJet™ Xpress Printer TrafficJet Xpress 6-color printer , SAi FlexiPRINT Avery Dennison TrafficJet Edition software, start-Up Kit, installation & operator training by certified Avery Dennison TrafficJet professionals. (see system breakdown on page 3).	890000	Each	$34,850	**$34,850**
TrafficJet™ Xpress Extended Warranty – Prepaid Convenience Plan May be purchased with the printer or before the expiration of the manufacturer's 1-year warranty. May purchase up to 4 years of extended warranty, providing uninterrupted coverage for 5 years.	8900XX	Per Year	$6,500	Optional
TrafficJet™ Roll to Roll Laminator 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. Purchase with a printer and save!	998713 998714	Each Each	$11,018 purchased with printer $12,058 purchased separately	
Additional TrafficJet™ Xpress UV True Traffic Color™ Spot Inks		**Qty**		Optional
1 Liter Bottle TrafficJet Xpress UV-LED Green Ink	999903-B27NA	**Each**	$180.00	**$180.00**
1 Liter Bottle TrafficJet Xpress UV-LED Magenta Ink	999909-B27NA	**Each**	$180.00	**$180.00**
1 Liter Bottle TrafficJet Xpress UV-LED Yellow Ink	999901-B27NA	**Each**	$180.00	**$180.00**
1 Liter Bottle TrafficJet Xpress UV-LED Red Ink	999908-B27NA	**Each**	$180.00	**$180.00**
1 Liter Bottle TrafficJet Xpress UV-LED Black Ink	999902-B27NA	**Each**	$180.00	**$180.00**
1 Liter Bottle TrafficJet Xpress UV-LED Blue Ink	999905-B27NA	**Each**	$180.00	**$180.00**
1 Liter Bottle TrafficJet Xpress Flush	999900-B27NA	**Each**	$75.00	**$75.00**
MUTCD Sign Library Avery Dennison Edition	998537	**Each**	$1,950.00	**$1,950.00**
FlexiSIGN & PRINT 22 Avery Dennison Edition Upgrade (from FlexiPRINT 22)			$725.00	**$725.00**
Total (includes shipping and installation):				**TBD**

Terms:

1. All prices shown in U.S. Dollars
2. Payment N30 Days from the date of shipment
3. Delivery and installation with three weeks after receipt of order
4. 12 month standard equipment warranty included
5. When operated according to Avery Dennison's recommendations, full long-term sheeting warranties are in effect, please see Instructional Bulletins, Product Data Bulletins for complete details.

Included in Pricing

Hardware ● (1) TrafficJet Xpress Printer **Software** ● (1) FlexiPRINT Avery Dennison Edition* ***upgrade to FlexiSIGN & PRINT avail** **TrafficJet™ UV Spot Inks** ● (10) TrafficJet Xpress Flush 1L bottle ● (1) TrafficJet Xpress Yellow 1L bottle ● (1) TrafficJet Xpress Black 1L bottle ● (1) TrafficJet Xpress Blue 1L bottle ● (1) TrafficJet Xpress Red 1L bottle ● (1) TrafficJet Xpress Green 1L bottle ● (1) TrafficJet Xpress Magenta 1L bottle	**Media** ● (1) roll white 48" x 25 yd T11500 OmniCube™ sheeting ● (1) roll white 48" x 50Y MPI2000 Vinyl ● (1) roll 48" x 25Y OL-1000 UV protective overlay **Installation and Training** ● On-site installation and operator training

Lead time

- Printer and installation lead time is 3 to 12 weeks after order, with dates to be communicated upon receipt of order.
- Inks ship within 5 days of receipt of order.

Once your order is confirmed

- A technical service representative will provide our TrafficJet Pre-Site Checklist, and schedule installation and training.
- Your TrafficJet™ Print System will arrive in two shipments; printer, and the installation kit (including inks, media and software).
- If the packaging of the printer and additional packages are damaged, please take a picture, refuse the shipment and immediately contact your Avery Dennison technical service representative.
- Important! Do not open the printer or attempt assembly prior to the arrival of the technical service representative. Please do not open any packages to ensure that all parts and materials are accounted for.

During installation

An Avery Dennison certified TrafficJet Xpress service representative will be on-site to assemble the printer, load software and inks, and provide training on operation and maintenance.

Below details must be filled out and provided to customer service with PO

- What is the earliest date the printer can be received at your site?

  _____

- Provide contact for shipping and technical service

  Name: _____

  Phone: _____

  Email: _____

  Shipping requirements: e.g. special hours / soft sided truck required Yes or No

  _____

Additional Comments by Avery Dennison Sales Manager:

BOARD AGENDA ITEM EXPLANATION FORM

Resolution Authorizing a Bid Waiver for the Purchase of Elevator Modernization Services from Urban Elevator Services for the Human Service Building Elevator in the Amount of $169,046.00

Meeting Date: 01/28/2025	Item Number **12.m**
Requested By: Public Works	Action Requested: Bid Waiver
Prepared By: Jack Grana, Utilities Superintendent	Assigned to: Trustee Matyas

Strategic Pillar: Infrastructure Planning & Funding

Applicable Village Plan: Strategic Plan

Link to Applicable Village Plan: https://www.vniles.com/documentcenter/view/11013

ATTACHMENTS:
Resolution 2025xxR Authorizing a Bid Waiver Bid Waiver for the Purchase of Elevator Modernization Services from Urban Elevator Services for Hum.docx

MOTION

I move for Board Approval of a Resolution Authorizing a Bid Waiver for the Purchase of Elevator Modernization Services from Urban Elevator Services for the Human Service Building Elevator in the Amount of $169,046.00.

REASON FOR REQUEST / BACKGROUND

The Human Service elevator will undergo a comprehensive upgrade, which includes replacing the power unit with a new submersible one, upgrading to a non-proprietary microprocessor controller, and installing various code-compliant features, such as new hall stations, LED buttons, and an ADA-compliant control panel. Additional work involves updating the elevator's wiring, safety systems, and door components. The project also covers necessary electrical, emergency power, and fire code adjustments, as well as a new fire-rated machine room door. The total cost is $169,046, with phased payment terms.

Will this action involve an expenditure of funds?	Yes

If yes, is this a budgeted item?	Yes
Impact on future budget(s)	No
If yes, Projected Cost(s), Projected Fiscal Year, Project Name	
Grant Funded Project	No
Grant Source	

ORG#	30500	Total Amount for Approval	$169,046
ACCT#	580120	Budget Amount	$221,915.
		Line Item Budget Amount	$400,000.
		Variance	-$52,869.

RESOLUTION 2025-xxR

RESOLUTION AUTHORIZING A BID WAIVER FOR THE PURCHASE OF ELEVATOR MODERNIZATION SERVICES FROM URBAN ELEVATOR SERVICES FOR THE HUMAN SERVICES' BUILDING ELEVATOR IN THE AMOUNT OF $169,046

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said Constitutional Authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, the Human Services' Building elevator will undergo a comprehensive upgrade, which includes replacing the power unit with a new submersible one, upgrading to a non-proprietary microprocessor controller, and installing various code-compliant features, such as new hall stations, LED buttons, and an ADA-compliant control panel; and

WHEREAS, additional work involves updating the elevator's wiring, safety systems, and door components; and

WHEREAS, the project also covers necessary electrical, emergency power, and fire code adjustments, as well as a new fire-rated machine room door; and

WHEREAS, the total cost is $169,046, with phased payment terms; and

WHEREAS, Urban Elevator Services has shown great service and a superior product; and

WHEREAS, the Village of Niles deems it is in its best interests to purchase the services, under the terms and conditions of the Proposal attached hereto as Exhibit "A."

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

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

SECTION 2: The Proposal provided to the Village by Urban Elevator Services is attached to this Resolution as Exhibit "A".

SECTION 3: The President and Board of Trustees of the Village of Niles authorize and direct the Village Manager, or his designee, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill Niles' obligations under the Proposal.

SECTION 4: 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 28th day of January 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January 2025.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January 2025, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

BOARD AGENDA ITEM EXPLANATION FORM

Resolution Authorizing Non-Binding Terms for a Tax Increment Financing (TIF) Incentive of $2.2 Million Incentive Between the Village of Niles and Palm Tree Trading, LLC. ("Developer") Outlining a Public/Private Partnership for a $5 million Mixed-Use Development Anchored by Palm's Market for the Property Located at 8905 N. Milwaukee Avenue, Niles, Illinois

Meeting Date: 01/28/2025	Item Number **12.n**
Requested By: Economic Development	Action Requested: Resolution
Prepared By: John Melaniphy, Economic Development Director	Assigned to: Trustee Niedermeier

Strategic Pillar: Diversified Economic Development

Applicable Village Plan: Comprehensive Plan

Link to Applicable Village Plan: Niles Comprehensive Plan | Niles, IL - Official Website

ATTACHMENTS:

Staff Memo - Palm's Market - Term Sheet.pdf
TIF Application - Palms Market - December 2024.pdf
Resolution 2025-xxR Approving a Term Sheet with the Palm Tree Trading, LLC to develp the property at 8905 N Milwaukee Avenue.docx
Palms Market Renderings.pdf
Palm's Market - Term Sheet - December 2024.pdf

MOTION

I move for Board Approval of a Resolution Authorizing Non-Binding Terms for the Tax Increment Financing (TIF) Incentive of a $2.2 Million Incentive Between the Village of Niles and Palm Tree Trading LLC ("Developer") Outlining a Public/Private Partnership for a $5.0 million Mixed-Use Development for Property Located at 8905 N. Milwaukee Avenue, Niles, Illinois.

REASON FOR REQUEST / BACKGROUND

The Village has been working with Palm Tree Trading, LLC on a $5.0 million mixed-use development and the level of TIF incentives that will be required to offset the extraordinary infrastructure costs for the project. Palm's Market needs to expand their grocery and dine-in restaurant operations and their current location in the Village does not meet their objectives. The Village has prepared a non-

binding term sheet to outline the major business terms of an agreement between the Village and the developer. A formal redevelopment agreement incorporating the items included in this term sheet will serve as the legally binding document between the parties. The Village and the developer plan to prepare a formal redevelopment agreement following approval of the non-binding term sheet. This action will assist an existing business with their expansion needs in the Village consistent with the Village's comprehensive plan for mixed-use development in the TIF district.

Will this action involve an expenditure of funds?		No
If yes, is this a budgeted item?		Yes
Impact on future budget(s)		No
If yes, Projected Cost(s), Projected Fiscal Year, Project Name		
Grant Funded Project		No
Grant Source		
ORG#	36100	Total Amount for Approval
ACCT#	11080	Budget Amount
		Line Item Budget Amount
		Variance

BOARD AGENDA MEMORANDUM

BOARD MEETING DATE:

TO:

FROM:

DEPARTMENT:

STRATEGIC PRIORITY:

APPLICABLE PLAN:

PURPOSE AND ACTION REQUESTED:

BACKGROUND:

DISCUSSION/HISTORY:

BUDGET:

RECOMMENDATION:

VILLAGE of NILES

TAX INCREMENT FINANCING POLICY and APPLICATION

What is a TIF?

Tax Incremental Financing (TIF) is a special funding tool available to local municipalities that spurs economic development which otherwise would not occur. When a Tax Increment District (TID) is created property owners within the district continue to pay the same property tax rates as those outside the district. The difference is that tax collections, over and above the "base value" are placed into a special fund that is used to pay for project costs. Once all costs incurred by the creation of the TID are recouped by the additional tax increment created the TID is closed and the additional property taxes created are shared by all taxing entities. The use of TIF varies from project to project and district to district. In some cases, the Village uses TIF to promote redevelopment for older parts of the community. The increased property tax collections are used to pay down debt service associated with project costs. The following outlines the Village's policy regarding TIF.

Purpose:

A. The purpose of this document is to provide a guideline for the Village of Niles to offer Tax Increment Financing Assistance for development activities in its Tax Increment Financing Districts.

B. As a matter of policy, the Village of Niles will consider using Tax Increment Financing to assist private developments only in those circumstances in which the proposed private projects show a demonstrated financing gap and meet the goals identified in the Village's Tax Increment Financing Plans.

C. This policy shall be used as a guide in processing and reviewing applications requesting Tax Increment Financing assistance. The Village shall have the option of amending or waiving sections of this policy when determined necessary or appropriate. In amending or waiving any sections of this policy, the Village shall document the reason for the deviation in the project's development agreement.

D. The fundamental purpose of Tax Increment Financing assistance is to encourage desirable development/redevelopment projects that would not otherwise occur "but for" the assistance provided through Tax Increment Financing.

E. It is the intent of the Village to provide a minimum amount of Tax Increment Financing assistance. The provision of financial assistance is at the sole discretion of the Village. The Village reserves the right to reject or approve projects on a case-by-case basis, taking into account established policies, specific project criteria and the demand on Village services in relation to the potential benefits to be received from the proposed project. Meeting policy guidelines or other criteria does not guarantee the award of Tax Increment Financing assistance. Furthermore, the approval or denial of one project is not intended to set precedent for approval or denial of another project.

GENERAL POLICIES FOR THE USE OF TAX INCREMENT FINANCING

A. Tax Increment Financing assistance will not be provided to projects that have the financial feasibility to proceed without the benefit of the assistance. Prior to consideration of a Tax Increment Financing assistance request, the Village will undertake an independent analysis of the project costs to ensure that the request for assistance is valid.

B. Individuals requesting Tax Increment Financing assistance must demonstrate, to the satisfaction of the Village, sufficient private financing commitments in the project.

C. The applicant shall provide any market and financial feasibility studies, appraisals or other information provided to private lenders for the project as well as any other information or data which the Village, or its financial consultants, may require in order to review the need for Tax Increment Financing assistance.

D. Tax Increment Financing assistance will not be used for projects that place extraordinary demands on Village infrastructure or services.

E. If requested by the Village, the applicant shall provide adequate financial guarantees to ensure completion of the project, including, but not limited to, assessment agreements, letters of credit, cash escrow and personal guarantees.

F. The applicant must be able to demonstrate, to the Village's satisfaction, an ability to construct, operate and maintain the proposed project based upon past experience, general reputation and credit history.

G. The applicant shall provide sufficient market, financial, environmental and other data relative to the successful operation of the project.

H. The applicant must retain ownership of the project long enough to complete it, to stabilize its occupancy, to establish the project management, and to initiate payment of taxes based on the increased project value. The Village may limit the transfer of ownership to firms with comparable financial and management capacity as the original applicant.

I. The level of Tax Increment Financing assistance should be reduced to the lowest possible level in the least amount of time by maximizing the use of private debt and equity financing first.

CRITERIA FOR TIF ASSISTANCE:

A. Tax Increment Financing assistance will be provided by the Village on a "pay-as-you-go" note method. Requests for up-front financing may be considered on a case-by-case basis if increment generation is sufficient to meet initial financing and debt service costs.

B. The amount of assistance provided to an applicant will be limited to the amount necessary to provide the applicant a reasonable rate of return. An applicant's return on equity, return on cost or internal rate of return will be based on current market conditions as determined by the Village or Village's Financial Advisor.

C. Projects receiving assistance must provide the Village with a Certificate of Substantial Completion and Certificate of Reimbursable Redevelopment Project Costs via First Class US Mail, prior to any funding being released back to any developers. This shall include but not limited to, the submission of all supporting documents for each construction expense such as invoices from vendors, proof of payment and waivers of lien form contractors.

D. Project receiving assistance will be subject to a "look back" provision. The look back will require the applicant to provide certified records of project costs and revenues, including lease agreement within a specified period after project completion. Adjustments to the level of assistance will be made to limit assistance in accordance with the development agreement.

E. The applicant must submit audited financial statements for the last three (3) years. If the audited statements are comparative, only two (2) years are needed. If audited statements are not available, three (3) years of annual financial statements and summary schedules for other projects completed or started within the three (3) year timeframe covered by the financial statements must be submitted. The applicant must also submit an interim financial statement for the current year. Upon request the Village may permit these documents to be provided to the Village's financial consultant in order to protect propriety or confidential information.

ELIGIBLE COSTS:

TIF eligible expenses are defined by Illinois statues, 65 ILCS 5/11-74.4-3(q) which the village may further limit on a project by project basis The following are typical eligible costs.

1. Capital costs, including actual costs of:
    a. Construction of public works or improvements;
    b. Demolition, alteration, rehabilitation, repair or reconstruction of existing buildings, structures and fixtures, other than historic buildings and structures.
    c. Acquisition of equipment to service the district;
    d. Restoration of soil or groundwater affected by environmental pollution; and
    e. Clearing and grading of land.
2. Real property assembly costs.
3. Professional service costs (planning, architectural, engineering, and legal).
4. Relocation costs.
5. Environmental remediation.
6. Professional or Soft costs (environmental and other studies, publication and notification costs).

APPLICATION PROCESS AND PROCEDURE.

A. Application for Tax Increment Financing assistance shall be made on the forms provided by the Village.

B. In addition to the information requested in the Tax Increment Financing assistance application, the applicant shall submit a preliminary financial commitment from a financial institution; plans and/or drawings for the project; background information on the applicant; a proforma analysis; and financial statements. The Village may also require that the applicant meet with the Township Assessor to determine the level of increment that will be generated by the proposed project.

In order for a project to be considered for TIF assistance, the following steps and procedures are required to be followed:

1. Applicant project must be located within the boundary of the TIF district.

2. Applicant must complete and return the appropriate application forms (attached)

3. Application should be supplemented by all pertinent documentation (i.e. number of jobs to be created/retained, total amount of investment, construction schedule, evidence of project financing, etc.) as stated in application

4. Completed applications will be submitted to the Director of Community Development for review and comment. Incomplete forms will be returned to the applicant with an explanation on additional information as may be required.

5. Within thirty (30) days of acceptance of the application and required documentation, the Director of Community Development will submit the application for review to the Administrative Review Team.

6. The Administrative Review Team shall consist of the Economic Development Coordinator, Assistant Director of Community Development, Village Treasurer, Director of Community Development, and the Village TIF Attorney. The Administrative Review Team will review and consider the application and act upon it as promptly as possible. The Administrative Review Team may defer action on any application pending further information required to clearly evaluate the project. It shall be the responsibility of the applicant to supplement the application with information as may be required by the Director of Community Development in a timely manner. The Administrative Review Team will provide a recommendation to the Commission for Economic Development and Neighborhood Renewal.

7. The Commission for Economic Development and Neighborhood Renewal shall approve, deny or amend the application. The decision of the Commission shall be made in an open meeting properly held and advertised. The Commission shall further provide the applicant with a written response of the actions of the Commission on the status of the application.

8. The Commission for Economic Development and Neighborhood Renewal shall respect the confidentiality of financial records of the applicant as allowed by law.

9. The recommendation of the Commission for Economic Development and Neighborhood Renewal must be submitted and approved by a majority vote of the Village Board before any incremental property tax usage can be realized.

10. If approved by the Village Board, a "letter of intent" outlining the specific terms and conditions of the TIF assistance will be provided to the applicant.

Policy Criteria

In reviewing the TIF Application the Administrative Review Team, Commission for Economic Development and Neighborhood Renewal, and the Village Board shall evaluate each project utilizing the following criteria and point system. Projects must accumulate at least 50 points to be considered for approval. Points can range from 0 to the maximum shown below in each category:

Criteria	Maximum Points
1. Attracting, retaining or expanding businesses for the purpose of improving the Village's economic base. a. Documentation of employment or financial projections must be provided by the party making the request and will serve as the basis for the agreement	20
2. Projects that directly implement specific recommendations of the City's strategic planning documents such as the Comprehensive Plan, Subarea Plan, Stormwater Plans, etc.	10
3. Projects involving retail development that is targeted to encourage an inflow of customers from outside the city that result in exported goods, or that provide services or fill retail markets that are currently unavailable or underserved in the Village	5
4. Presence of extraordinary development/redevelopment costs such as: a. Remodeling/Rehabilitation/Demolition b. Environmental Remediation c. Capital purchases d. Facility expansion e. Public infrastructure	20
5. Proposed employment potential. a. Number of new employees. b. Skill and education levels required for the jobs. c. Range of salary and compensation rates for the jobs as compared with the median income level for the community. d. Cost of public assistance per job. e. Potential for executive relocation.	10
6. Enhance the streetscape and pedestrian experience.	5
7. Historic Preservation. Preservation/rehabilitation of a locally significant historic structure.	5
8. Provides direct benefit to distressed areas through blight elimination	15
9. Quality of development and overall aesthetics (architectural, site design, landscaping, etc.) beyond that which is minimally required by the Zoning Ordinance.	5
10. Higher standards of Building Design, Materials, and Energy Efficiency such as meeting LEED certification, Energy Star, etc.	5

VILLAGE of NILES

TAX INCREMENT FINANCING APPLICATION

ADDRESS OF PROPOSED PROJECT:_____

Village of Niles
Community Development Department
1000 Civic Center Drive
Niles, IL 60714
(847) 588-8040

The Tax Increment Financing (TIF) Program application for qualified projects is subject to approval from the Niles Commission for Economic Development and Neighborhood Renewal and the Niles Village Board. The applicant may not start work before the Niles Commission for Economic Development and Neighborhood Renewal and Niles Village Board have all approved the application. In addition, in order to be eligible for TIF monies, the applicant has to receive written consent from the Niles Community Development Department before work begins. Any work performed before the TIF approval voids the entire TIF application.

Section One: Applicant Information
(Complete information for all categories that apply)

- [x] Property Owner
- [ ] Tenant
- [ ] Developer

Name: Ammar Alnuaimi, Hamsa Alkhannaq
Business Name: Palm Tree Trading LLC, DBA Palms Market
Social Security Number:_____ or EIN: 85 3355032
Business address (if different from proposed project address):
9161 N. Milwaukee Ave
City: Niles State: IL Zip: 60714
Phone: 847-972-1611

Residence Address: 2 Washington St
City: Glenview State: IL Zip: 60025
Phone: 773-656-3067

Please attach a list of all other property owners, business partners, developers and/or investors associated with this project, with the above information provided for each.

Section Two: Company Profile

1. Business Location

- ☐ New business establishing itself in Niles
- ☒ Existing business
  - ☐ Expanding/remodeling at same location within Niles
  - ☐ Expanding to an additional location within Niles
  - ☒ Existing business **relocating from** (identify location):

Street Address: 8985 N Milwaukee Ave
City: Niles State: IL Zip: 60714

- ☐ Other: _____

2. Business Charter:

- ☒ Domestic Entity – chartered by State of Illinois
- ☐ Foreign Entity – chartered by state other than Illinois (name state): _____
- ☐ Alien Entity – chartered by a foreign country (name country): _____

3. Type of Business:

- ☐ Unincorporated Business
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Incorporated Business
  Type of Corporation: _____
  Subsidiary of parent company listed below:
  Company Name: _____
  Contact Name: _____
  Title: _____ EIN: _____
  Address: _____
  City: _____ State: _____ Zip: _____
  Phone: _____
- ☒ Limited Liability Company (LLC) – Identify Registered Agent and Organizers (List on separate sheet if necessary): Registered Agent:
  Name: _____
  Social Security Number: _____
  Title: _____
  Address: _____
  City: _____ State: _____ Zip: _____
- ☐ Other Form of Business
- ☐ Co-operative
- ☐ Mutual

4. Year Business Established: 2020

5. Type of Business: (Describe): Grocery, Bakery, Meat and Restaurant

Full-time employees:
Number: 12 Average Annual Wages: $500 K

Part-time employees:
Number: _____ Average Annual Wages: _____

6. If Redevelopment Project, will it increase workforce?

- ☐ No
- ☒ Yes

Additional Full-time employees:
Number: 12-15 Average Annual Wages: $1 M
Additional Part-time employees:
Number: _____ Average Annual Wages: _____

7. Annual Sales:
Current: $2 M
Estimated Impact of Redevelopment Project: $4 M

8. Annual Sales Tax Generated:
Current: $75 K
Estimated Impact of Redevelopment Project: $150 K - $200 K

9. Facility Square Footage:
Current: 3,600 SF
Estimated Impact of Redevelopment Project: 8000 SF

10. Annual Property Tax:
Current: $38,400
Estimated Impact of Redevelopment Project: $65 K

11. Has a business plan been developed in relation to the proposed redevelopment projects:

- ☐ No (Development of a business plan may be required as part of the application process.)
- ☒ Yes (Include a copy with the application.)

Section Three: Property/Building Ownership

Describe property being considered for redevelopment (include all pertinent descriptive information, such as survey, purchase agreement; also include preliminary plans, scope of work, design elevations, cost estimates, etc., if available):

12. Property Status:

- [x] Vacant land
- [ ] Building on leased land – Describe: _____
  _____
- [ ] Land and building(s) - – Describe: _____
  _____

13. Property Owner (if not applicant):

Name:_____Title:_____
Social Security Number:_____or EIN:_____
Address:_____
City:_____State:_____Zip:_____
Phone:_____

14. Property/BuildingMortgage/Liens/Leases:

- [ ] Land/Building is or will be owned ***without a mortgage***.
- [x] Land/Building is or will be owned ***with a mortgage***.

15. Identify all current and/or potential lien holders:

Name:_____Title:_____
Social Security Number:_____or EIN:_____
Address:_____
Village:_____State:_____Zip:_____
Phone:_____

16. Additional lien holders – Please identify additional lien holders and attach a list showing the above information for each.

- [x] Business identified above is currently attempting to purchase the land/building.
- [ ] Business identified above **is under contract to purchase** with current owner.
- [ ] Business identified above **has leased** the land/building from the current owner.

17. If land/building owner identified above is not the applicant, has the owner given permission for the TIF project:

- [x] No
- [ ] Yes **(attach written statement/letter from owner)**

Section Four: Conflict of Interest Disclosures

18. Is any owner of the business and/or land/building, or any tenant, or any of the project developers an elected or appointed official of the Village of Niles or related to an elected or appointed official of the Village of Niles, or routinely contracts with the Village of Niles to provide goods or services:

☒ No
☐ Yes (attach written statement/letter from owner)
Explain:_____

Section Five: Project Details.

19. Zoning: Current Zoning Classification: C4

Will a request for a zoning variance be required to complete the project as intended at this juncture?

- [x] No
- [ ] Maybe-not sure
- [ ] Yes: _____

_____

20. Will this project proceed if TIF assistance is not granted?

- [x] No
- [ ] In a limited fashion (explain):

_____
_____
_____

- [ ] Yes, but at a later date (explain):

_____
_____
_____

- [ ] Yes, as scheduled
- [ ] Other:

_____
_____
_____

22. Project Funding: If approved for participation in the Village of Niles TIF Program, my portion of the project costs will be provided by:

- [x] Savings intended and set aside for the project.
- [x] Bank loan, which has been approved for this purpose.

23. Type of TIF Assistance Sought:

- [x] Requesting architectural/engineering fees for the design concept.
- [x] Requesting architect/engineering fees for working drawings, bid specification, bid process, and contractor oversight.
- [ ] Requesting Façade Program assistance for construction costs.
- [ ] Requesting Landscaping and Exterior Beautification Program assistance.

- [ ] ***Requesting Assistance With Leasehold Improvements***
  - [ ] Façade
  - [ ] Building interior remodeling
  - [ ] Building demolition
  - [ ] Other: _____

☐ ***Requesting Assistance With Building Improvements***

☐ Rehabilitation/reconstruction (describe): _____

_____

_____

☐ Repair (describe): _____

_____

_____

☐ Remodeling (describe): _____

_____

_____

☐ Other (describe): _____

_____

_____

☐ Requesting Assistance With Planning

☒ Study (describe): _____

_____

_____

☒ Survey (describe): _____

_____

_____

☒ Development Plan (describe): _____

_____

_____

☒ ***Requesting Assistance With Architectural/Engineering Fees***

☒ For design concept

☒ For mechanicals, bid process and contractor oversight

☒ ***Requesting Assistance With Acquisition/Site Preparation Costs***

☒ Acquisition of land and other property, real or personal, or rights or interests therein.

☐ Demolition of buildings

☐ Clearing and grading of land

☐ ***Requesting Assistance With Engineered Environmental Barrier*** - Site preparation and site improvements that serve as an engineered barrier addressing ground level or below ground level environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers.
If yes, describe: _____
_____
_____
_____

☒ ***Requesting Assistance With Job Training and Retraining*** – Costs of job training, retraining, advanced vocational education or career education including but not limited to courses in occupational, semitechnical or technical fields leading directly to employment, incurred for person employed or to be employed by employers located in a redevelopment project area.
If yes, describe: _____
_____
_____
_____

☐ ***Requesting Assistance With Loan Interest*** – Interest cost incurred by a redeveloper related to the construction, renovation, or rehabilitation of a redevelopment project, provided such payments in any one year do not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year, and that the total of such interest payments may not exceed 30 percent of the total cost paid or incurred by the redeveloper for the redevelopment project **plus** redevelopment project costs **excluding** any property assembly costs and any relocation costs incurred by the municipality.
If yes, provide estimate: _____
_____
_____

Section Six: Contact Information

24. Applicant's primary contact:

Name: Ammar Alnuaimi
Business Name: Palm Tree Trading, LLC, DBA Palms Market
Business Phone: 847-972-1611 Cell Phone: 773-656-3067
Email: Palmsmarket20@gmail.com Fax Phone: _____

25. Architect (if applicant has retained his/her own architect)

Name: Bhan Al Abosy
Business Name: ab Architecture, P.C
Business Phone: 312-420-6644 Cell Phone: _____
Email: balabosy@gmail.com Fax Phone: _____

26. Engineer (if applicant has retained his/her own engineer):

Name: _____
Business Name: _____
Business Phone: _____ Cell Phone: _____
Email: _____ Fax Phone: _____

27. Contractor: (if applicant has retained his/her own contractor)

Name: _____
Business Name: _____
Business Phone: _____ Cell Phone: _____
Email: _____ Fax Phone: _____

28. Attorney: (if applicant has retained his/her own attorney)

Name: David Sweis
Business Name: Sweis Law
Business Phone: ~~708-~~ Cell Phone: 708-932-2607
Email: david@sweislaw.com Fax Phone: _____

Section Seven – Stipulations

1. **Proof of Ownership/Intent to Purchase/Lease Agreements** - I (we) agree, if the property owner/purchase, to provide the Village of Niles with proof of ownership or a copy of an executed purchase agreement for the project property, upon application into the program, and copies of all current leases; if lessee or potential lessee of the project property, I (we) agree to provide the Village of Niles with a copy of the executed lease or lease agreement, which may indicate final agreement is contingent upon receipt of the required TIF assistance.

2. **Existing Obligations** I (we) certify that, with respect to the proposed redevelopment property, there are no defaults in mortgage, land contract, or lease payments and that no taxes or special assessments are past due.

3. **Proof of Compliance** – I (we) agree, prior to TIF monies being awarded, to provide the Village of Niles with proof of compliance with all Village of Niles permit, building code, and business license requirements.

4. **Proof of Insurance**. I (we) agree, upon project approval by the Village of Niles, to provide the Village with certificate of liability, hazard, vandalism, and theft insurance, naming the Village of Niles as "additional insured" for the project and covering the value of the property and estimated cost of all improvements to be completed under the TIF program.

5. **Plat of Survey** I (we) agree, upon project approval by the Village of Niles, to provide the Village with a plat of survey for the property, to be used by the architect in ensuring that the project complies with Village of Niles code.

6. **Assurance of Cooperation From Tenants**. I (we), as building owner(s), agree to secure the signatures of all affected tenants (if the building owner is the applicant), showing their willingness to cooperate with the Village of Niles, the project architect and the contractors to complete the project in a timely manner. In this matter, it is clearly understood that any additional agreements are solely between the owner(s) and tenant(s), and that Village of Niles, project architect, and contractors are not a party to these agreements, nor are they to be held responsible for the terms of said agreements between owner(s) and tenant(s).

7. **Tenant Lease Agreements**. I (we) agree, as the owner(s) and/or developer(s) of a redevelopment property, to include the appropriate conditions in any new or extended tenant lease agreement, following the redevelopment project, that would ensure all tenants will comply with design concept established for the property and/or the design guidelines as established for the district, including sign specifications.

8. **Construction Contracts, Contracts for Professional Services**. I (we) understand that, when a façade project is coordinated by the Village of Niles and the applicant, contracts for professional services (architectural, engineering, construction management), as well as the project construction contract, will be approved by the Village of Niles., as the "project owner." Further, I (we) understand that the construction contract may define, among other things, the number of days expected to complete the project, although that is not a guarantee of completion within the time period specified. I (we) understand that unexpected conditions, delays in receipt of materials, weather, etc., can lead to delays and agree not to hold the Village of Niles responsible.

9. **Credit Check**. I (we) agree, that by signing this application we are providing authorization for the Village of Niles to run a credit check(s) as they deem necessary.

10. **Additional Information**. I (we) understand and agree to provide additional information about the business, including financial statements, business projections, closing statements, evidence of funds escrowed for the project loan commitments, etc., if requested by the Village, to determine program eligibility and /or potential to remain in business if funds are allocated for the project.

11. **Legal Costs to Enforce Agreement** – Subject to any limits under applicable law, I (we) agree to reimburse the Village of Niles for reasonable attorneys' fees and legal expenses incurred to enforce the terms of this and any other agreement, which may replace or supersede this one, whether or not there is a lawsuit, including attorneys' fees and legal fees and legal expenses for efforts to modify or vacate any automatic stay or injunction, appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I (we) also will pay any court costs, in addition to all other sums provided by law.

I (we), by signature below, agree to the stipulations itemized above the certify that the information supplied in this application is, to the best of my (our) knowledge, true, accurate, and complete, and is provided for the purpose of obtaining approval to participate in the Village of Niles's TIF programs. I (we) understand the work to be performed will be in accordance with all Village codes, and must receive Village council approval and that any work performed prior to Village Board approval will result in the TIF application being declared void. I (we) agree to hold harmless, indemnify, and defend the Village of Niles, and their employees and agents, for any and all liabilities arising out of this application, loan, construction or other projects, and any agreement to share costs, including but not limited to any and all lawsuits or other disputes. I understand if approved for TIF assistance, the work to be performed will be in accordance with the program procedures and the general design guidelines for the district, as well as the specific design concept and improvement plan approved for this property.

Signature of Applicant — Date: 12/20/24

Print Name: Ammar Alnuaimi Hamsa Alkhannaq — Date: 12/20/24

In witness thereof: Albina Jashari — Notary — Date: 12/20/2024.

ALBINA JASHARI
Official Seal
Notary Public - State of Illinois
My Commission Expires Nov 21, 2026

If TIF applicant is not the owner of real property, approval of this application must be obtained from the property owner/property manager in order to move forward.

I CERTIFY THAT I, THE UNDERSIGNED, AM THE OWNER OF PROPERTY LOCATED AT:

_____

(Address of Property to be improved)

AND AUTHORIZE _____ TO MAKE THESE IMPROVEMENTS
(Applicant's Full Name)

AND APPLY FOR PARTICIPATION IN THIS PROGRAM.

_____ _____
Signature of Owner/Property Manager — Date

_____ _____
Print Name — Date

This application shall be reviewed by an administrative team of reviewers in the Niles Community Development Department prior to formal review by the Commission for Economic Development and Neighborhood Renewal. A recommendation will be submitted to the Commission for Economic Development and Neighborhood Renewal by the administrative review team.

Please call the Village of Niles Community Development Department to make an appointment to discuss your completed application:

Niles Community Development Department
1000 Civic Center Drive
Niles, IL 60714
(847) 588-8040

RESOLUTION 2025-xxR

RESOLUTION AUTHORIZING NON-BINDING TERMS FOR A TAX INCREMENT FINANCING (TIF) INCENTIVE BETWEEN THE VILLAGE OF NILES AND PALM TREE TRADING, LLC. ("DEVELOPER") OUTLINING A PUBLIC/PRIVATE PARTNERSHIP FOR A $5 MILLION MIXED-USE DEVELOPMENT ANCHORED BY PALM'S MARKET FOR THE PROPERTY LOCATED AT 8905 N. MILWAUKEE, NILES

WHEREAS, the Village President and Board of Trustees (hereinafter collectively referred to as the "Village Board") of the Village of Niles, Cook County, Illinois (hereinafter the "Village"), find that the Village is a Home Rule Municipal Corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to said constitutional authority, may exercise and perform any function pertaining to its governmental affairs; and

WHEREAS, The Palm Tree Trading, LLC, or its assignee ("Developer") would like to enter into a public/private partnership with the Village of Niles to redevelop the blighted corner of Milwaukee and Ballard Road, commonly known as 8905 N. Milwaukee Avenue, Niles, IL; and

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

WHEREAS, the Developer intends to redevelop the property, which will provide value to the community and create additional employment including permanent full-time and part-time employment, as well as, create temporary full-time and part-time construction jobs; and

WHEREAS, in order to obtain tax increment financing from the Village, the Developer requires a resolution from the Village of Niles approving the non-binding term sheet so formal redevelopment agreement can be prepared; and

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

WHEREAS, the Village of Niles has determined that the TIF incentive provided in the non-binding term sheet is necessary for redevelopment to occur on the property and the President and Board of Trustees of the Village of Niles consent to the non-binding term sheet to assist in the preparation of a legally-binding formal redevelopment agreement.

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 redevelopment of 8905 N. Milwaukee Avenue, Niles, Illinois, is appropriate for a TIF incentive pursuant to Illinois TIF Statutes ILCS 65 5/11-74.4 et al..

SECTION 2: That the Village of Niles supports and consents to this non-binding term sheet and finds the TIF incentive necessary for redevelopment to occur on the subject property.

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

SECTION 4: That the Village staff is directed to prepare a legally-binding formal redevelopment agreement based upon the non-binding term sheet and bring the same to the Village Board for approval.

PASSED: This 28th day of January 2025
YEAS:
NAYS:
ABSENT:
ABSTAIN:

APPROVED by me this 28th day of January 2025.

_____
President of the Village of Niles
Cook County, Illinois

ATTESTED AND FILED in my office this 28th day of January 2025, and published in pamphlet form as provided by law in the Village of Niles, Illinois.

_____
Village Clerk

PALM TREE TREADING
DBA PALMS MARKET

8985 N MILAUAWAKEE AVE.
NILES, IL 60714

ab architecture
ab architecture, p.c,
838 Garden Lane, Northfield, IL 60093
Phone: 312 423 9644 www.ab-architecture.com



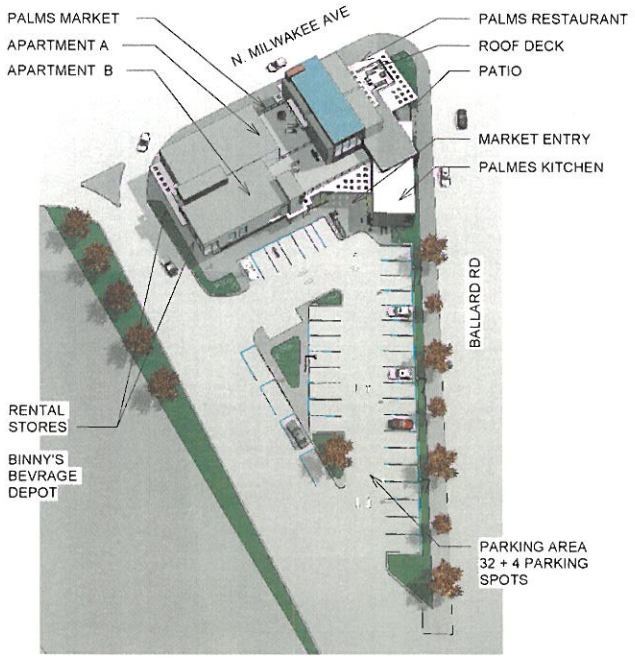
1 PALZA / PARKINING LOT SIDE - VIEW

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FILE LOCATION: C:\Bhan\PALMS MARKET.rvt		PROJECT NO 112424	DATE: 12/03/24	

PALM TREE TREADING
DBA PALMS MARKET

8985 N MILWAKEE AVENUE
NILES, IL 60714

ab architecture
ab architecture, p.c.
838 Camden Lane, Northfield, IL 60093
Phone: 312 420 8644 www.ab-arch.info.com



3 SITE PLAN



1 MILWAKEE AVENUE



2 PALZA / PARKINING LOT SIDE

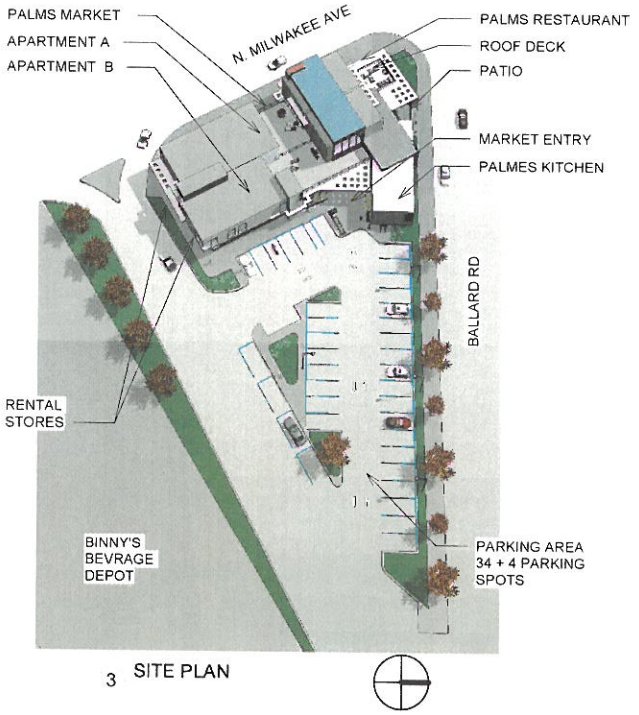
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PALM TREE TREADING
DBA PALMS MARKET

8985 N MILAUAWAKEE AVE.

NILES, IL 60714

ab architecture
ab architecture, p.c.
838 Camden Lane Northfield, IL 60093
Phone: 312 420 8644 www.ab-architecture.com



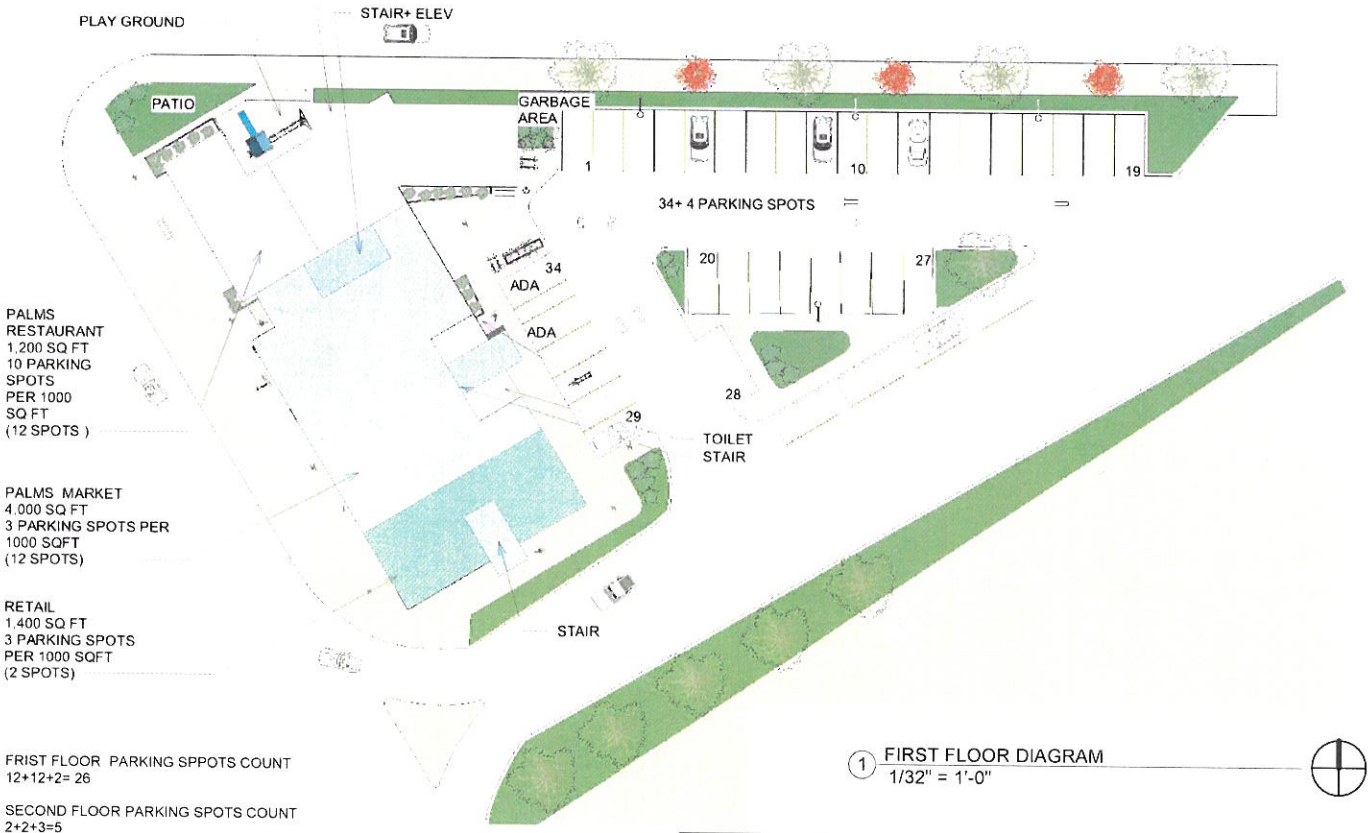
3 SITE PLAN

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FILE LOCATION: C:\Bhan\PALMS MARKET.rvt		PROJECT NO: 112424	DATE: 12/03/24	

PALM TREE TREADING
DBA PALMS MARKET

8985 N MILAUAWAKEE AVE.
NILES, IL 60714

ab architecture
ab architecture, p.c.
838 Camden Lane Northfield IL 60093
Phone 312 420 6644 www.ab-arch-mkt.com



PALMS
RESTAURANT
1,200 SQ FT
10 PARKING
SPOTS
PER 1000
SQ FT
(12 SPOTS)

PALMS MARKET
4,000 SQ FT
3 PARKING SPOTS PER
1000 SQFT
(12 SPOTS)

RETAIL
1,400 SQ FT
3 PARKING SPOTS
PER 1000 SQFT
(2 SPOTS)

FRIST FLOOR PARKING SPPOTS COUNT
12+12+2= 26

SECOND FLOOR PARKING SPOTS COUNT
2+2+3=5

TOTAL 31 SPOTS - REQUIRED
34+5 - PROVIDED

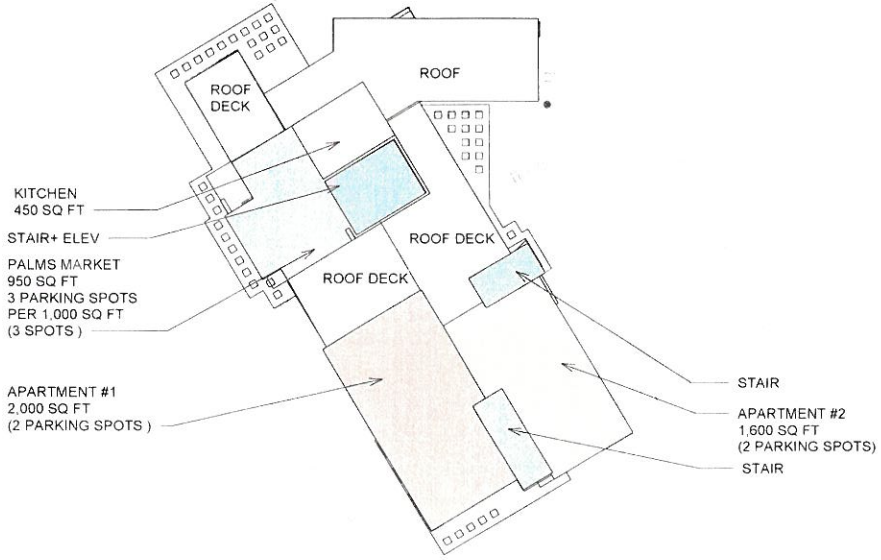
1 FIRST FLOOR DIAGRAM
1/32" = 1'-0"

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FILE LOCATION: C:\Bhan\PALMS MARKET.rvt		PROJECT NO: 112424	DATE: 12/03/24	

PALM TREE TREADING
DBA PALMS MARKET

8985 N MILAUAWAKEE AVE.
NILES, IL 60714

ab architecture
ab architecture, p.c,
838 Camden Lane Northfield IL 60093
Phone 312 420 6644 www.ab-arch.info.com



1 SECOND FLOOR DIAGRAM
1/32" = 1'-0"

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FILE LOCATION: C:\Bhan\PALMS MARKET.rvt		PROJECT NO: 112424	DATE: 12/03/24	

PALM TREE TREADING
DBA PALMS MARKET

8985 N MILAUAWAKEE AVE.
NILES, IL 60714

ab
architecture
ab architecture, p.c,
338 Camden Lane Northfield IL 60093
Phone 312 420 6644 www.ab-architects.com



1 MILWAUKEE AVENUE VIEW

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FILE LOCATION: C:\Bhan\PALMS MARKET.rvt		PROJECT NO: 112424	DATE: 12/03/24	

December 20, 2024

NON-BINDING TERM SHEET
8901 N. MILWAUKEE AVE
MIXED-USE PROJECT

This is a non-binding term sheet between the ("Village"), and Palm's Market ("Developer"). This term sheet is intended to be a working document and is subject to change. A Development Agreement incorporating items included in this term sheet will serve as the legally binding document between the parties.

1. Developer:

A(n) limited Liability LLC company will be formed as an affiliate of Palm's Market.

2. Developer Address:

LLC Company: Attn: Palm Tree Trading, LLC
DBA Palm's Market
9161 N. Milwaukee Avenue
Niles, Illinois 60714

3. Project and Property:

The Developer intends to develop the property at 8905 N. Milwaukee in Niles, Illinois (the "Property"). The Property currently consists of the following parcels as depicted in Exhibit A attached hereto:

Parcel Number

09-14-405-009-0000

The Project consists of 3 parcels of land –The Property is also located in the Milwaukee-Dempster Redevelopment Project Area (the "TIF District").

Palm's Market is planning a two-story mixed-use development containing an 8,000-square foot Palm's Market grocery store with dine-in restaurant and a second-story two-unit apartment project. The subject property, consisting of one parcel at the corner of Milwaukee Avenue and Ballard Road is currently zoned C-2 and is vacant/undeveloped. This planned project would require approval from the Village of Niles Planning and Zoning Board.

The Developer has proposed an economic incentive payable from the Milwaukee-Dempster TIF District Special Tax Allocation Fund to compensate itself for certain costs of the construction of the site improvements, building interest expenses and other related development costs (e.g., architect, attorney, engineer, surveyor fees, etc.)

4. Total Project Budget:

Developer estimates its overall investment in the Redevelopment Project, including all land acquisition costs and all hard costs and soft costs at more nearly $5,000,000. The Developer's Budget is subject to further confirmation by the Village and its consultants. The Developer agrees to have its budgetary expenditures audited at the end of the Project.

5. Prevailing Wage and Employment Matters

The Developer will comply with all applicable laws, including, but not limited to the Prevailing Wage Act, in its performance of its obligations under the development agreement. The Developer shall also comply with the development agreement and TIF District requirements pertaining to fair employment practices and affirmative action.

6. Village Financing:

The Village intends to provide the Developer with "pay as you go" TIF assistance in an amount not to exceed $2,200,000 as more fully described below:

7. Certification of Expenditure

The Village shall reimburse the Developer for their TIF reimbursable expenses on a pay-as-you go basis as

the Developer completes varies phases of the project. In order to establish that Project costs are eligible costs for reimbursement under the TIF Act, the Developer shall submit to the Village written requests for reimbursement (each, a "Certification Request") once per calendar quarter. Each Certification Request shall be accompanied by draw statements, lien waivers, invoices and cancelled checks or such other documentation that is reasonably acceptable to the Village.

The Village will act reasonably and in good faith in approval or disapproval of each Certification Request, or give written notice to the Developer, identifying errors or deficiencies within 30 days after the date that the Village receives the Certification Request. If the Village does not approve, disapprove, or give written notice as provided above within the 30-day period identified above, the Village will be deemed to have approved the Certification Request.

Upon approval of a Certification Request, the Village shall issue a certificate of expenditure ("Certificate of Expenditure") in an amount corresponding to the approved Certification Request authorizing the reimbursement of eligible costs. The Developer shall provide the Village written notice when it has submitted its final Certification Request to the Village.

8. Project Timeline

The Developer is obligated to commence construction of the Site Improvements no later than April 30, 2026 and request a Phase I Certificate of Completion no later than twenty-four (24) months following the execution of the development agreement, subject to uncontrollable circumstances.

9. Term of the Agreement

The term of the development agreement will start on the effective date of the development agreement and end on the A) earlier of the expiration of the TIF District or B) the date upon which the Village and the Developer have satisfied all of their obligations under the development agreement.

10. Other Project Financing:

The Developer will contribute, or cause the contribution of, sufficient debt and equity to finance the Project. Evidence of such financing shall be provided to the Village prior to the issuance of any TIF funding.

11. Limits on Developer Actions

Until the Final Certificate of Completion is issued by the Village for the Project, the Developer may not, without the Village's reasonable consent: (i) merge, liquidate or consolidate, (ii) sell, lease or transfer any of the Property, (iii) enter into any transaction outside the ordinary course of business, (iv) assume or guarantee the obligations of any other person or entity, or (v) enter into a transaction that would cause a material and detrimental change to the Developer's condition. With that being said, the Village acknowledges Developer's need for flexibility to raise capital for syndication of project equity.

12. Final Certificate of Completion:

Upon the Developer's written request and achievement of substantial completion of the Project, the Village shall issue a certificate of completion ("Final Certificate of Completion") for the Project. The Developer's request for a Final Certificate of Completion shall include an architect's certificate and/or engineer's certificate certifying as to the completion of the improvements substantially in accordance with the applicable permits and approvals. Within 30 days of the Village's receipt of the Developer's request for a Final Certificate of Completion, the Village shall review the request and either deliver to the Developer a Final Certificate of Completion which confirms substantial satisfaction of all construction terms, covenants and conditions contained in this Agreement for the Project, or, if the Project is not complete, a detailed, written statement as to what deficiencies exist. In considering whether to grant a Final Certificate of Completion for the Project, the Village shall determine whether Developer has substantially completed the core(s) and shell(s) of the building(s) (whether new construction, renovated space or existing space), along with required parking and detention to service the building, and whether the improvements have been constructed in compliance with all applicable permits and approvals. The Village agrees that Developer's failure to complete weather-sensitive development items such as, but not limited to, landscaping or final asphalt surfacing shall not be a basis for withholding a Final Certificate of Completion; provided, however, that Developer will be obligated to complete such weather-sensitive items within two hundred seventy (180) days of issuance of the Final Certificate of Completion.

For purposes of clarity, a Final Certificate of Completion is intended to provide evidence that the Project has been completed in accordance with the development agreement.

13. Village Approvals:

The Village and the Developer acknowledge and agree that the Developer will submit zoning petitions in order to implement the Project and will apply for the Village's review and approval. The Village shall diligently process any additional such petitions and schedule them for the earliest practicable consideration by the corporate authorities if such petitions have not been approved as of the effective date.

14. TIF-Eligible Costs

The Village will reimburse Developer toward $2,200,000 in applicable TIF Eligible costs as defined in the Act. TIF eligible costs shall be all eligible costs pursuant to the Act. To establish its right to reimbursement, Developer shall submit to the Village such documentation as may be reasonably requested by the Village (including but not limited to lien waivers, cancelled checks, paid invoices, and other documentation reasonably requested by the Village) verifying the costs Developer has incurred in connection with the Project. The Village shall have 30 days after receipt of such information from Developer to recommend approval or disapproval of such request for reimbursement and, if a request is disapproved, to provide Developer in writing a detailed explanation as to why the Village will not or cannot recommend such reimbursement. Once approved, Developer will be reimbursed within 30 days. The eligible project redevelopment costs under the TIF Act that are anticipated include the following: _(A preliminary list of categories and costs will be developed).

15. Progress Reports:

The Developer shall provide to Village written progress reports on status of leasing and construction status as requested from time to time by the Village but not more often than quarterly.

16. Annual Reporting:

The Developer shall report the following information, to the extent available to the Developer, in writing to the Village on an annual basis, on each April 30 after the Effective Date, with regard to the Project: (a) the amount of incremental property taxes generated during the reporting period and to date.

17. Village Funds at Closing:

No funds will be paid upon the execution or closing of the development agreement.

18. Performance Bonds:

Developer shall comply with applicable Village ordinances regarding payment and performance bonds.

19. Bid Requirement:

There are no bid requirements associated with this Project, except for work performed in the public right - of-way.

20. Limits on Developer Action:

The obligations assumed by, and the rights that accrue to, the Developer under the development agreement shall be binding solely upon, and inure to the benefit of, the Developer. The rights and obligations hereunder otherwise shall only benefit and burden successors and assigns specifically identified by the Developer. Such identification shall be evidence by an executed and delivered agreement between the Developer and such successor or assignee in which the Developer specifically assigns some or all of the rights and obligations under this Agreement and the successor assignee assumes such specific rights and obligations pursuant to the agreement. The Developer shall provide the Village with at least 30 days' notice of a proposed transfer of rights and/or obligations under this Agreement.

21. Disclosure of Ownership Interests

The Developer will comply with Village and statutory requirements for disclosure of individuals, corporations or other entities who are party to the developer's legal ownership and the development agreement. In furtherance of this requirement, the Developer will be obligated to disclose the entity or entities which have a direct ownership interest in the Developer.

22. Default/Remedies/Cure Periods

The Development Agreement will contain reasonable and customary default provisions, including cure periods, for TIF transactions of this nature. The Village shall also provide notice of any alleged Developer default to any lender identified by the Developer, and the Village shall accept any cure undertaken by any lender as if performed by the Developer. Cure provisions shall provide for a minimum 30-day cure period but for alleged defaults not capable of being cured within 30 days, the alleged defaulting party shall have such additional time as reasonably necessary to cure the alleged default provided such party is diligently prosecuting such cure.

BOARD AGENDA ITEM EXPLANATION FORM

Board Approval - Ratification of Purchase Order 252561 for Change Order Number 1 in the amount of $5,731.00 and Change Order Number 2 in the amount of $3,030.00 for Holly Jolly Fest Equipment Rental to Indestructo Rental Company for a total contract Amount of $37,560

Meeting Date: 01/28/2025 Item Number **12.o**

Requested By: Village Managers Office Action Requested: Board Approval

Prepared By: Katie Schneider, Assigned to: Trustee Jekot

Strategic Pillar: Foster Community Identity

Applicable Village Plan: Strategic Plan

Link to Applicable Village Plan: Strategic Plan

ATTACHMENTS:
2025 Jan 28 Board Memo - Holly Jolly Indestructo Ratification.pdf
Indestrcto Change Order #1 PO 252561.pdf
Indestrcto Change Order #2 PO 252561.pdf

MOTION

I move for Board Approval and Ratification of Purchase Order 252561 for Change Order Number 1 in the amount of $5,731.00 and Change Order Number 2 in the amount of $3,030.00 for Holly Jolly Fest Equipment Rental from Indestructo Rental Company for a total contract Amount of $37,560.

REASON FOR REQUEST / BACKGROUND

The Holly Jolly Fest required additional equipment and fuel to maintain the temperature in the tents, which resulted in two Change Orders necessary to accommodate the attendees at the event: Change Order #1 - Additional Equipment; Tent Accessories, Heaters, Chairs, Tables etc. and Change Order #2 - Fuel and Generator run time. Board Approval is being requested because the Board Approved a "Not To Exceed Amount of $32,000.00" at the Board Meeting on 9/24/24.

Will this action involve an expenditure of funds? Yes

If yes, is this a budgeted item?		Yes
Impact on future budget(s)		No
If yes, Projected Cost(s), Projected Fiscal Year, Project Name		
Grant Funded Project		No
Grant Source		
ORG#	11020	Total Amount for Approval
ACCT#	540145	Budget Amount
		Line Item Budget Amount
		Variance

BOARD AGENDA MEMORANDUM

BOARD MEETING DATE: January 28, 2025

TO: Mayor and Village Board

FROM: Kristina Vasilic, Acting Community Engagement & Special Events Coordinator

DEPARTMENT: General Government

STRATEGIC PRIORITY: Fostering Community Identity

APPLICABLE PLAN: Strategic Plan

PURPOSE AND ACTION REQUESTED:

Ordinance Approving Change Order Number 1 and Number 2 for Holly Jolly Fest Equipment Rental from Indestructo Rental Company in the Amount of $37,560.00

BACKGROUND:

For the first time, Holly Jolly Fest was held at Golf Mill Park this year. Since there are no indoor facilities at GMP, the event required multiple tents and additional equipment to meet the needs of the activities at the event compared to past years. Event staff accommodated all the vendors, activities and security measures and in consideration of the weather, the layout and needs of the event changed during the planning process. Staff anticipated changes to the original contract as the event finalized and allowed for a $4,000 variance in the original request for Board approval. The first change order was for additional tables, chairs and electric drops and spider boxes.

Set-up of tents requires multiple days and crews, and also overlaps with two dates affected by Holiday closures (both Thanksgiving and the Friday after). Therefore, the rented equipment was outside for an extended period in unseasonably cold weather. The second change order includes the following generator maintenance that was required for the event:
-2 additional generator refuels were required in order to keep the tents heated from 11/27 thru 12/1
-234.8 Gallons of Diesel fuel were required for the generator refueling
-188.2 additional hours of generator run time required for event

DISCUSSION/HISTORY:

In the past Holly Jolly Fest has been held at Village Plaza/Senior Center building. This location provided climate-controlled facilities for event staff, vendors, and attendees. While moving to Golf Mill Park accommodates better parking, more space and the holiday decorations, there are challenges with an outdoor space in winter. Now that we have held the event at Golf Mill Park, staff is evaluating ways to lower costs by a thorough analysis of current expenses and identifying areas where we can be more efficient and cost effective.

BUDGET:

Total cost of event was $78,832.85

Total for sponsorships $21,000.00,
Beer Sales $1,790.00

Total cost to the Village is $56,042.85

RECOMMENDATION:

Board approval is recommended.

THE VILLAGE OF
NILES
It's possible here

CHANGE ORDER #: _____

VENDOR #: _____ DEPARTMENT: _____

NAME: _____ DATE: _____

ADDRESS: _____ P.O. #: _____

_____ P.O. AMOUNT: _____

Previous Change Order Amounts: _____

This Change Order Amount: _____

Purchase Order Amount with all Approved Change Orders: _____

Org: _____ Object: _____

Reason for Change Order:

Requested by: _____ Date: _____

Indestructo
rental company, inc.
1500 Birchwood Ave., Des Plaines, IL 60018
Phone 847-375-8510 Fax 847-375-8514

Today's Date: November 26, 2024

Name:	Village of Niles	**Event Date:**	Sat., November 30, 2024
Contact:	Katie Dimaria Schneider	**Event Type:**	Holly Jolly Fest
Address:	1000 Civic Center Drive	**Event Location:**	9101 Greenwood, Niles
City/State/Zip:	Niles, IL 60714	**Timing:**	2-9pm
Phone:	847-626-4022	**Site Contact:**	Kristina: 847-745-9841
Email:	kds@vniles.com		Ronnie: 847-875-8415

2	40' x 90' White Frame Tents (East Side) Adjoined (Providing 7200 Square Feet, Equal to 60' x 120' Tent)		
2	40' x 80' White Frame Tents (West Side) Adjoined (Providing 6400 Square Feet, 400 Extra than 60' x 120' Tent)		
	Total for above tents:		$13,600.00
840	Lineal Feet of 8' Tall x 20' Long Sidewall with Tie Down Stabilizers (340-Clear, 500'-White)		$1,590.00
1	Install Perimeter Par Lighting in above Tents		$2,500.00
4	Emergency Exit Openings		N/C
2	Double Tent Doors, Installed	600.00 ea.	$1,200.00
6	Battery Back up Emergency Exit Lights with Power Drops, Mounted	125.00 ea.	$750.00
152	55 Gallon Water Barrels with White Covers (Your Fill/Requires 8360Gallons)	12.00 ea.	$1,824.00
16	170,000 BTU Heaters with Diffuser, Thermostat and Extension Cord (no Propane)	240.00 ea.	$3,840.00
16	Double Hoses for Heaters	45.00 ea.	$720.00
2	45 KW, 208 V, Trailer Mounted Generator with 30 Hours of Runtime. (Providing 14-20AMP Outlets for Tent Lighting and Heaters)		$3,595.00
4	Spider Boxes		$550.00
32	Cable Ramps	25.00 ea.	$800.00
7	Electric Drops	45.00 ea.	$315.00
1	12' x 24' x 18" Tall Stage with Perimeter Skirting and 1-Set of Stage Step with up to 4" Level		$530.00
8	30" Round x 40" Tall High Boy Tables	15.00 ea.	$120.00
52	8' x 30" Tables	12.00 ea.	$624.00
120	Contoured Plastic Folding Chairs	1.00 ea.	$120.00
4	6' x 30" Faux Wood Picnic Tables with Attached Benches	45.00 ea.	$180.00
60	Black Stanchions with Black Retractable Tape	15.00 ea.	$900.00
64	Set up/Take down of Tables	3.00 ea.	$192.00
120	Set up/Take down of Chairs	1.50 ea.	$180.00
1	Delivery Mon.-Fri., 11/25-29/24 & Pick up Sun.-Mon., 12/1-2/24		$400.00
	Total for above rental: $34,530.00 Less Check deposit rec'd:$13,500.00	**Balance due:**	**$21,030.00**

Above prices include delivery and removal of equipment as stated above. If you wish to reserve the above, sign & return contract and deposit of $13,500.00.
Parking is required for our truck(s) within 50' of event location or additional labor charges will apply.
Installation area must be free of all obstacles for our delivery or waiting charges of $400.00 per hour per truck will apply.
All items that do not belong to Indestructo Rental Company must be removed from tents prior to pick up. Wait time charges are $400.00 per hour per truck.
All tables, chairs and stanchions will be stacked under one tent on delivery and must be restacked under tent for our pick up.
Tables, chairs and stanchions must be undercover if raining and overnight or replacement charges will apply.
Any damage caused to tents/equipment from fireworks will be billed at full replacement costs.
Any snow/ice must be removed from tent area prior to installation.
A 40 degree temperature must be maintained under tent from time of delivery until removal by Indestructo Rental Company, to prevent the build up of snow/ice and prevent damage to tent top or full replacement charges will apply. It is understood Village of Niles will supply an adequate amount of heater propane to maintain a 40 degree temperature in tents from the time of installation until removal.
*It is understood the Village will supply water trucks holding 8360 gallons of water on delivery to fill water barrels. Water barrels have a 2" opening on the top to be filled through. Water barrels must be filled by Tues., 11/26/24, 7am. Water barrels will be emptied on site on pick up of equipment.
Generator fuel will be billed after use. Any generator overages will be billed after use. Generator refueling service, if needed, will be billed after use.
Security must be provided by the village for the generator, cables, spider boxes and cable ramps will be picked up on Mon., 12/2/24.
Lessor, Indestructo Awning Company, Inc., an Illinois corporation, d/b/a "Indestructo Rental Company" (also referred to in this Contract as "IRC") hereby rents to you, the undersigned "Customer/Lessee" the item(s) identified above (also referred to herein as the "Rented Item(s)") on the terms set forth in this Rental Contract ("Contract"). All charges due and coming due under this Contract are subject to final audit by IRC. By signing below, you authorize IRC to charge all amounts due and coming due under this Rental Contract to any and all debit or credit card(s) you provide
IMPORTANT: You, for yourself and for the "Customer / Lessee / Guarantor" acknowledge and agree that you have carefully reviewed, fully understand, and agree to all of the terms and conditions set forth on the **front and reverse side (or Page 2)** of this Contract, that you have received a complete and legible copy of this Contract, and that you **PERSONALLY GUARANTEE** the prompt payment and performance of all obligations of the Customer/Lessee arising hereunder and/or in connection herewith. **This is a legally binding Contract. Important Terms & Conditions appear on this Page 1 and on the Reverse Side or Page 2 hereof.**
ANY DIFFERENT OR ADDITIONAL TERMS, WHETHER ORAL OR WRITTEN, ARE HEREBY OBJECTED TO, AND SHALL NOT BE ENFORCEABLE UNLESS SEPARATELY APPROVED IN WRITING BY IRC.

Terms: Balance due on or prior to delivery of equipment.

Acceptance: Katie Schneider
Date: 11-26-24

Authorized by: Lynn Ustaski
Indestructo Rental Co.

This proposal may be withdrawn by us if not accepted within 1 day.

This proposal shall represent the full and complete agreement between the parties when signed by the customer and returned to Indestructo Rental Company.
Not with standing the forgoing, this agreement is subject to availability of the material and equipment described here in as of the date the fully executed agreement is received by Indestructo Rental Company.

Athanasiou, Joy

From: Schneider, Katie
Sent: Tuesday, November 26, 2024 2:56 PM
To: Vasilic, Kristina; La Margo, Joe
Cc: Athanasiou, Joy
Subject: RE: Indestructo Invoice

I approve.

- - - - - - - - -

Katie DiMaria Schneider
Community Engagement & Marketing Supervisor

Call/Text: (847) 626-4022
vniles.com | LoveNiles.com

Village of Niles
1000 Civic Center
Niles, Illinois 60714

From: Vasilic, Kristina <kv@vniles.com>
Sent: Tuesday, November 26, 2024 1:36 PM
To: La Margo, Joe <jsl@vniles.com>
Cc: Schneider, Katie <kds@vniles.com>; Athanasiou, Joy <jma@vniles.com>
Subject: Indestructo Invoice

Joe,
This is additional equipment we need for Holly Jolly. It includes multiple generators, tables, chairs and additional set up. The original approval from the board was for $32,000. The attached invoice is for $34,530, which is $2,530 over. We will go to the board for ratification at the January meeting.

As we discussed, these items are necessary to ensure that the tents stay heated and that we have what we need for this event.

Thank you,

Kristina Vasilic
Special Events Administrative Assistant

Call: (847) 745-9841
vniles.com | LoveNiles.com

Athanasiou, Joy

From: Dunn, Donna
Sent: Tuesday, November 26, 2024 2:48 PM
To: Oliven, Kent
Cc: Bus, Susan; Athanasiou, Joy; Schneider, Katie
Subject: FW: Staff Updates

Good afternoon,

Joe is out this week, so based on the below, Katie is authorized to perform approvals in his absence.

Sincerely,

Donna Dunn, PHR
Director of Human Resources
e dmd@vniles.com
p 847-588-8025
w www.vniles.com

From: Alpogianis, George <gdalpogianis@vniles.com>
Sent: Tuesday, November 26, 2024 2:42 PM
Subject: Staff Updates

Dear Village Staff:

As you know there have been some changes in staffing as people retire or further their careers here or elsewhere. Therefore, some position transitions are being made to ensure a continuation of our great service to the Niles community as we determine next steps.

As we wish Chief Feld all the best in his much-deserved retirement, Deputy Chief Bob Greiner will step into the role of acting Fire Chief. Information about the external recruitment process for this position will be forthcoming.

In the General Government Department, Katie Schneider will step into an acting Assistant Village Manager position and will take over the duties of the former Deputy Village Manager. Kristina Vasilic will step into the acting Community Engagement & Special Event Coordinator role and will continue to manage and coordinate

our Village events, permitting non-village sponsored events, and handling social media, in addition to other regular job duties.

I know many of you are working hard to make Holly Jolly Fest once again a wonderful success and we hope you can all join us on Saturday, November 30 at Golf Mill Park.

Have a wonderful Thanksgiving!

Mayor George D. Alpogianis & the Board of Trustees
Village of Niles

Mail Invoices to:
Village of Niles
Accounts Payable
1000 Civic Center Drive
Niles, IL 60714
847-588-8000
or email at
AccountsPayable@vniles.com

Purchase Order

Fiscal Year 2025 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	**252561**

TAX EXEMPT No. E9998-1459-07 F.I.N. 36-6006016

VENDOR
Indestructo Rental Co
1500 Birchwood Ave
Des Plaines, IL 60018

SHIP TO
VILLAGE HALL
1000 CIVIC CENTER DRIVE
NILES, IL 60714
Email: kv@vniles.com
Phone: 8475888000

Vendor Phone Number	Vendor Email	Vendor Number	Delivery Reference
847-375-8510		101225	

P.O. Date	Requisition Number	Requested by	Freight Method/Terms	Department/Location
11/01/2024	252410	Vasilic, Kristina		General Government

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	11-30-24 - Equipment Rental for Holly Jolly				
1	11-30-24 Tent rental includes: Qty 2 - 40x90' White frame tents adjoined (7200 sq ft) Qty 2 - 40x80' White frame tents adjoined (6400 sq ft) Per your proposal dated 9/17/24 and per Resolution 2024-96R as approved by the Board of Trustees at the Village Board meeting on 9/24/24. Not to exceed $32,000. GL Account: 11020 - 540145 $13,600.00	1.0	EACH	$13,600.00	$13,600.00
2	Tent accessories: 840 ft of sidewalls with tie down stabilizers 1 install perimeter Par lighting Qty 2 - Double tent doors Qty 152 - 55 Gallon Water Water Barrels with white covers Qty 8 - BTU Heaters (170,000 BTU) with diffuser, thermostat and extension cords (no propane) Qty 2 - 45 KW, 208 V, Trailer Mounted Generator with 30 Hours of Runtime GL Account: 11020 - 540145 $12,629.00	1.0	EACH	$12,629.00	$12,629.00
3	Stage - 12'x24'x18" with perimeter skirting and 1 stage step GL Account: 11020 - 540145 $530.00	1.0	EACH	$530.00	$530.00
4	Tables and chairs include: Qty 8 - 30" round high boy tables (40" tall) Qty 42 - 8' x 30" tables Qty 116 - Contoured Plastic folding chairs GL Account: 11020 - 540145 $740.00	1.0	EACH	$740.00	$740.00
5	Black stanchions with retractable tape (60) GL Account: 11020 - 540145 $900.00	60.0	EACH	$15.00	$900.00
6	Delivery Fee: Delivery on 11/26/24 Pick up on 12/2/24 GL Account: 11020 - 540145 $400.00	1.0	EACH	$400.00	$400.00

Total Ext. Price	$28,799.00
Total Sales Tax	$0.00
Total Freight	$0.00
Total Discount	$0.00
Total Credit	$0
PO Total	**$28,799**

By: Susan Bliss
Purchasing Agent

THE VILLAGE OF
NILES
It's possible here

CHANGE ORDER #: 2

VENDOR #:	101225	DEPARTMENT:	General Government
VENDOR NAME:	Indestructo	DATE:	12/18/24
ADDRESS:	1500 Birchwood Ave	P.O. #:	252561
	Des Plaines IL 60018	P.O. AMOUNT:	$ 28,799.00

Previous Change Order Amounts: $ 5731.00

This Change Order Amount: $ 3,030.00

Purchase Order Amount with all Approved Change Orders: $ 37,560.00

Org: 11020 Object: 540145

Reason for Change Order:

Due to the extended period of time the tents remained outside in unseasonably cold weather, the following generator maintenance was required:
-2 additional generator refuels were required in order to keep the tents heated: 11/27/24 & 11/29/24
-234.8 Gallons of Diesel fuel were required for the generator refueling
-188.2 additional hours of generator run time required for event

Requested by: Kristina Vasilic Date: 12/18/24

Indestructo
rental company, inc.
1500 Birchwood Ave., Des Plaines, IL 60018
847-375-8510 Phone 847-375-8514 Fax

Village of Niles

1000 Civic Center Drive

Dec. 4, 2024

Niles, IL 60714

Kristina Vasilic/Katie Dimaria Schneider

Inv. 11302024

Sat., November 30, 2024

2	40' x 90' White Frame Tents (East Side) Adjoined		
2	40' x 80' White Frame Tents (West Side) Adjoined		
	Total for above tents:		$13,600.00
840	Lineal Feet of 8' Tall x 20' Long Sidewall with Tie Down Stabilizers		$1,590.00
1	Install Perimeter Par Lighting in above Tents		$2,500.00
4	Emergency Exit Openings		N/C
2	Double Tent Doors, Installed	600.00 ea.	$1,200.00
6	Battery Back up Emergency Exit Lights with Power drops, Mounted	125.00 ea.	$750.00
152	55 Gallon Water Barrels with White Covers (Your Fill/Requires 8360Gallons)	12.00 ea.	$1,824.00
16	170,000 BTU Heaters with Diffuser, Thermostat and Extension Cord (no Propane)	240.00 ea.	$3,840.00
16	Double Hoses for Heaters	45.00 ea.	$720.00
2	45 KW, 208 V, Trailer Mounted Generator with 30 Hours of Runtime.		$3,595.00
4	Spider Boxes		$550.00
32	Cable Ramps	25.00 ea.	$800.00
7	Electric Drops	45.00 ea.	$315.00
1	12' x 24' x 18" Tall Stage with Perimeter Skirting and 1-Set of Stage Steps		$530.00
8	30" Round x 40" Tall High Boy Tables	15.00 ea.	$120.00
52	8' x 30" Tables	12.00 ea.	$624.00
120	Contoured Plastic Folding Chairs	1.00 ea.	$120.00
4	6' x 30" Faux Wood Picnic Tables with Attached Benches	45.00 ea.	$180.00
60	Black Stanchions with Black Retractable Tape	15.00 ea.	$900.00
64	Table Set up/Take down	3.00 ea.	$192.00
120	Chair Set up/Take down	1.50 ea.	$180.00
1	Delivery Mon.-Fri., 11/25-29/24 & Pick up Sun.-Mon., 12/1-2/24		$400.00
	Total for above rental:		$34,530.00
	Less Check payments rec'd:		-$34,530.00
2	Generator Refuels 11/27/24 & 11/29/24		$400.00
234.8	Gallons #2 Diesel Fuel		$1,878.00
188.2	Additional Hours Generator Runtime		$752.00
	Balance due on receipt:		$3,030.00

C.O. #2

THANK YOU FOR CHOOSING INDESTRUCTO RENTAL.

Mail Invoices to:
Village of Niles
Accounts Payable
1000 Civic Center Drive
Niles, IL 60714
847-588-8000
or email at
AccountsPayable@vniles.com

Purchase Order

Fiscal Year 2025 Page: 1 of: 2

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	**252561 - 01**

TAX EXEMPT No. E9998-1459-07 F.I.N. 36-6006016

VENDOR
Indestructo Rental Co
1500 Birchwood Ave
Des Plaines, IL 60018

SHIP TO
VILLAGE HALL
1000 CIVIC CENTER DRIVE
NILES, IL 60714
Email: kv@vniles.com
Phone: 8475888000

Vendor Phone Number	Vendor Email	Vendor Number	Delivery Reference
847-375-8510		101225	

P.O. Date	Requisition Number	Requested by	Freight Method/Terms	Department/Location
11/01/2024	252410	Vasilic, Kristina		General Government

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	11-30-24 - Equipment Rental for Holly Jolly				
1	11-30-24 Tent rental includes: Qty 2 - 40x90' White frame tents adjoined (7200 sq ft) Qty 2 - 40x80' White frame tents adjoined (6400 sq ft) Per your proposal dated 9/17/24 and per Resolution 2024-96R as approved by the Board of Trustees at the Village Board meeting on 9/24/24. Not to exceed $32,000. GL Account: 11020 - 540145 $13,600.00	1.0	EACH	$13,600.00	$13,600.00
2	**MODIFIED:** Change Order #1-Additional Tent Accessories added: Qty 6 Battery Back-up Emergency Exit Lights Qty 8 Add'l BTU Heaters(170,000 BTU) Qty 16 Double Hoses for Heaters Qty 4 Spider Boxes, Qty 32 Cable Ramps Qty 7 Electric Drops Tent accessories: 840 ft of sidewalls with tie down stabilizers 1 install perimeter Par lighting Qty 2 - Double tent doors Qty 152 - 55 Gallon Water Water Barrels with white covers Qty 8 - BTU Heaters (170,000 BTU) with diffuser, thermostat and extension cords (no propane) Qty 2 - 45 KW, 208 V, Trailer Mounted Generator with 30 Hours of Runtime GL Account: 11020 - 540145 $17,684.00	1.0	EACH	$17,684.00	$17,684.00
3	Stage - 12'x24'x18" with perimeter skirting and 1 stage step GL Account: 11020 - 540145 $530.00	1.0	EACH	$530.00	$530.00
4	**MODIFIED:** Change Order #1- Additional Tables/Chairs added: Qty 10 8' x 30" tables Qty 4 Contoured Plastic folding chairs Qty 4 Faux Wood Picnic Tables Tables and chairs include: Qty 8 - 30" round high boy tables (40" tall) Qty 42 - 8' x 30" tables Qty 116 - Contoured Plastic folding chairs GL Account: 11020 - 540145 $1,044.00	1.0	EACH	$1,044.00	$1,044.00

CONTINUED ON NEXT PAGE

Mail Invoices to:
Village of Niles
Accounts Payable
1000 Civic Center Drive
Niles, IL 60714
847-588-8000
or email at
AccountsPayable@vniles.com

Purchase Order

Fiscal Year 2025

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	**252561 - 01**

TAX EXEMPT No. E9998-1459-07 F.I.N. 36-6006016

VENDOR
Indestructo Rental Co
1500 Birchwood Ave
Des Plaines, IL 60018

SHIP TO
VILLAGE HALL
1000 CIVIC CENTER DRIVE
NILES, IL 60714
Email: kv@vniles.com
Phone: 8475888000

Vendor Phone Number	Vendor Email	Vendor Number	Delivery Reference
847-375-8510		101225	

P.O. Date	Requisition Number	Requested by	Freight Method/Terms	Department/Location
11/01/2024	252410	Vasilic, Kristina		General Government

Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
5	Black stanchions with retractable tape (60) GL Account: 11020 - 540145	$900.00	60.0	EACH	$15.00	$900.00
6	Delivery Fee: Delivery on 11/26/24 Pick up on 12/2/24 GL Account: 11020 - 540145	$400.00	1.0	EACH	$400.00	$400.00
7	**ADDED:** 64 Table Set up/Take Down 120 Chair Set up/Take Down GL Account: 11020 - 540145	$372.00	1.0	EACH	$372.00	$372.00

CHANGE ORDER

Total Ext. Price	$34,530.00
Total Sales Tax	$0.00
Total Freight	$0.00
Total Discount	$0.00
Total Credit	$0.00
PO Total	**$34,530.00**

By: Susan Bliss
Purchasing Agent

Mail Invoices to:
Village of Niles
Accounts Payable
1000 Civic Center Drive
Niles, IL 60714
847-588-8000
or email at
AccountsPayable@vniles.com

Purchase Order

Fiscal Year 2025 Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.	
Purchase Order #	**252561**

TAX EXEMPT No. E9998-1459-07 F.I.N. 36-6006016

VENDOR
Indestructo Rental Co
1500 Birchwood Ave
Des Plaines, IL 60018

SHIP TO
VILLAGE HALL
1000 CIVIC CENTER DRIVE
NILES, IL 60714
Email: kv@vniles.com
Phone: 8475888000

Vendor Phone Number	Vendor Email	Vendor Number	Delivery Reference
847-375-8510		101225	

P.O. Date	Requisition Number	Requested by	Freight Method/Terms	Department/Location
11/01/2024	252410	Vasilic, Kristina		General Government

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	11-30-24 - Equipment Rental for Holly Jolly				
1	11-30-24 Tent rental includes: Qty 2 - 40x90' White frame tents adjoined (7200 sq ft) Qty 2 - 40x80' White frame tents adjoined (6400 sq ft) Per your proposal dated 9/17/24 and per Resolution 2024-96R as approved by the Board of Trustees at the Village Board meeting on 9/24/24. Not to exceed $32,000. GL Account: 11020 - 540145 $13,600.00	1.0	EACH	$13,600.00	$13,600.00
2	Tent accessories: 840 ft of sidewalls with tie down stabilizers 1 install perimeter Par lighting Qty 2 - Double tent doors Qty 152 - 55 Gallon Water Water Barrels with white covers Qty 8 - BTU Heaters (170,000 BTU) with diffuser, thermostat and extension cords (no propane) Qty 2 - 45 KW, 208 V, Trailer Mounted Generator with 30 Hours of Runtime GL Account: 11020 - 540145 $12,629.00	1.0	EACH	$12,629.00	$12,629.00
3	Stage - 12'x24'x18" with perimeter skirting and 1 stage step GL Account: 11020 - 540145 $530.00	1.0	EACH	$530.00	$530.00
4	Tables and chairs include: Qty 8 - 30" round high boy tables (40" tall) Qty 42 - 8' x 30" tables Qty 116 - Contoured Plastic folding chairs GL Account: 11020 - 540145 $740.00	1.0	EACH	$740.00	$740.00
5	Black stanchions with retractable tape (60) GL Account: 11020 - 540145 $900.00	60.0	EACH	$15.00	$900.00
6	Delivery Fee: Delivery on 11/26/24 Pick up on 12/2/24 GL Account: 11020 - 540145 $400.00	1.0	EACH	$400.00	$400.00

Total Ext. Price	$28,799.00
Total Sales Tax	$0.00
Total Freight	$0.00
Total Discount	$0.00
Total Credit	$0.00
PO Total	**$28,799.00**

By: Susan Bliss
Purchasing Agent

From:	Oliven, Kent
To:	Schneider, Katie; Bus, Susan
Subject:	RE: Indestructo Change Order #2
Date:	Wednesday, January 8, 2025 3:23:43 PM
Attachments:	image001.png

Under the circumstances I approve this.

From: Schneider, Katie <kds@vniles.com>
Sent: Wednesday, January 8, 2025 1:27 PM
To: Oliven, Kent <kno@vniles.com>; Bus, Susan <slb@vniles.com>
Subject: FW: Indestructo Change Order #2

Kent – I am resending this, I don't believe you responded previously. (I had sent three separate emails each with an item like this and you responded to the other two, so you may have just missed this one).

This is on the Board agenda for ratification. See below.

- - - - - - - - -

Katie DiMaria Schneider
Acting Assistant Village Manager

Call/Text: (847) 626-4022
vniles.com | LoveNiles.com

Village of Niles
1000 Civic Center
Niles, Illinois 60714

From: Schneider, Katie
Sent: Wednesday, December 18, 2024 7:09 PM
To: Vasilic, Kristina <kv@vniles.com>; Bus, Susan <slb@vniles.com>; Oliven, Kent <kno@vniles.com>
Cc: Athanasiou, Joy <jma@vniles.com>
Subject: RE: Indestructo Change Order #2

Kent - Due to my current role as the acting Village Manager, I would like to make sure you are aware this item since it was a purchase I made (authorized my staff) while I was in the Community Engagement position.

The move to Golf Mill Park for Holly Jolly doubled our tent rental needs and the contract exceeded $25,000, it went to the Board in September to secure the vendor. All additional items were added during the planning process between October and the Nov 30th event date. Most were electrical and heating needs that we could not predict until we secured other vendors and finalized details of the event.

Both Change Order #1 and Change Order #2 will go for ratification to the Board in January.

- - - - - - - - -

Katie DiMaria Schneider
Acting Village Manager

Call/Text: (847) 626-4022
vniles.com | LoveNiles.com

Village of Niles
1000 Civic Center
Niles, Illinois 60714

From: Vasilic, Kristina <kv@vniles.com>
Sent: Wednesday, December 18, 2024 2:27 PM
To: Bus, Susan <slb@vniles.com>
Cc: Athanasiou, Joy <jma@vniles.com>; Schneider, Katie <kds@vniles.com>
Subject: Indestructo Change Order #2

Hello,
Please see attached Change Order and final Indestructo invoice. We received this invoice due to the generators needing to be refueled due to the very low temperatures during the event time frame. Please advise if you need further information.

Thank you,

Kristina Vasilic
Acting Community Engagement and Special Events Coordinator

Call: (847) 745-9841
vniles.com | LoveNiles.com

Village of Niles
1000 Civic Center
Niles, Illinois 60714

BOARD AGENDA ITEM EXPLANATION FORM

Treasurer's Report - December 2024

Meeting Date: 01/28/2025 Item Number **13.a**

Requested By: Finance Department Action Requested: Board Approval

Prepared By: Maya Gudas, Budget Analyst Assigned to: Trustee Dubiel

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan:

Link to Applicable Village Plan:

ATTACHMENTS:
CY24 Treasurer's Report 12 December 2024 (Unsigned).pdf

MOTION

I move to approve the accounts payable, including payroll in the amount of $2,695,307 for the month ending December 2024, and that the Treasurer's Report for the month ending December 31, 2024 be approved and filed for audit with a beginning cash balance of $76,601,562.33 receipts of $11,171,635.02 disbursements of $13,948,998.26 and ending cash balance of $70,756,247.99.

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

Impact on future budget(s)

If yes, Projected Cost(s), Projected Fiscal Year, Project Name

Grant Funded Project

Grant Source

ORG#

ACCT#

Total Amount for Approval

Budget Amount

Line Item Budget Amount

Variance

Village of Niles
Treasurer's Report

As of December 31, 2024

ACCOUNTS PAYABLE

ORG	FUND		AMOUNT
10000	General	$	1,226,997
20000	Motor Fuel Tax	$	61,903
21000	Street and Bridge	$	150,000
23000	DUI Fund		
24000	Drug Asset Forfeiture		
25000	Art 36 Asset Forfeitture		
25500	Fed Equity Sharing		
26000	Municipal Waste	$	47,059
30000	Cap Projects	$	1,406,441
31000	Milwaukee-Touhy TIF		
32000	Gross Pt-Touhy TIF	$	10,049
33000	Oakton-Waukegan TIF		
34000	Milwaukee-Harlem TIF		
35000	Milwaukee-Oakton TIF		
36000	Milwaukee-Dempster TIF	$	2,772
40000	Debt Serv 1/4%		
46000	Milwaukee TIF		
50000	Water	$	390,312
51000	Fitness	$	10,751
60000	Automotive	$	383,017
61000	Risk Management		
	Total A/P	$	3,689,300
	Total Payroll	$	2,695,307
	Grand Total	**$**	**6,384,607**

CHANGES IN CASH/INVESTMENT BALANCES

FUND	Beginning Balance Cash/Investments	Receipts	Disbursements	Ending Balance Cash/Investments
GENERAL(plus)	$ 49,976,364	$ 10,524,373	$ 13,857,205	$ 46,643,532
WATER	$ 4,746,168	$ 326,917	$ 62,753	$ 5,010,332
MOTOR FUEL TAX	$ 3,920,975	$ 140,897	$ 1,017	$ 4,060,855
DEBT SERVICE 1/4%	$ -	$ -	$ -	$ -
DUI FUND	$ 10,382	$ 19	$ -	$ 10,401
DRUG ASSET (STATE)	$ 10,495	$ 19	$ -	$ 10,514
ARTICLE 36	$ 15,591	$ -	$ -	$ 15,591
POLICE SEIZURE	$ 2,511	$ 5	$ -	$ 2,515
FED EQUITY	$ 307,708	$ 7,257	$ 3,870	$ 311,095
FITNESS	$ 1,496,453	$ 143,502	$ 24,154	$ 1,615,801
CAP PRJCT (POLICE BUILDING & SSAs)	$ 252,310	$ 53	$ -	$ 252,363
GROSS PT/TOUHY TIF	$ -	$ -	$ -	$ -
MILW/TOUHY TIF	$ 12,801,789	$ 28,594	$ -	$ 12,830,383
TOTAL	$ 73,540,745	$ 11,171,635	$ 13,948,998	**$ 70,763,381**

_____ , Treasurer

Treasurer

Statement of Cash/Investments
As of December 31, 2024**

	ACCOUNT*	ACCOUNT NAME	Beginning Balance	Receipts	Disbursements	Net Change	Ending Balance
900	10010	Cash	$ (11,366,498.01)	$ 1,172,281.63	$ 3,704,195.92	$ (2,531,914.29)	$ (13,898,412.30)
900	10011	AP Disb. Credit Card	$ 14,427,303.23	$ 331,948.12	$ 674.14	$ 331,273.98	$ 14,758,577.21
		AP General Disbursing	$ 3,060,805.22	$ 1,504,229.75	$ 3,704,870.06	$ (2,200,640.31)	$ 860,164.91
900	10012	Illinois Funds - General	$ 27,563,826.91	3,307,906.46	3,236,172.52	71,733.94	$ 27,628,414.97
900	10014	Illinois Funds E-pay split	$ 677,129.77	18,546.15	0.00	18,546.15	$ 695,675.92
900	10016	Illinois Funds On-Line E-Pay	$ 586,393.14	2,333.76	152.11	2,181.65	$ 588,574.79
900	10018	PNC Underground	$ 20,000.00	0.00	0.00	0.00	$ 20,000.00
900	10019	PNC General Disb.	$ 18,133.37	1,537,975.98	1,539,070.94	-1,094.96	$ 17,038.41
900	10020	PNC General	$ 2,340,809.02	3,618,665.37	5,030,159.46	-1,411,494.09	$ 929,314.93
900	10022	PNC Senior Ctr.	$ 1,403,674.41	85,979.64	0.00	85,979.64	$ 1,489,654.05
900	10024	Amalgamated General	$ 1,229,152.64	16,597.66	0.00	16,597.66	$ 1,245,750.30
900	10026	5/3 Risk	$ 26,840.10	61,661.45	56,527.27	5,134.18	$ 31,974.28
900	10027	5/3 Lockbox	$ 274,520.00	0.00	0.00	0.00	$ 274,520.00
900	10028	5/3 Claims	$ 88,492.31	3,976.49	4,613.36	-636.87	$ 87,855.44
900	10030	2018 TIFs PNC	$ 7,243,599.94	59,804.80	0.00	59,804.80	$ 7,303,404.74
900	10032	Glenview Emergency Phone	$ 12.08	0.00	0.00	0.00	$ 12.08
900	10333	MaxSafe Assist. Fund	$ 392,231.70	1,560.39	0.00	1,560.39	$ 393,792.09
900	10034	Suburban/Wintrust	$ 126,243.40	265,790.08	270,000.00	-4,209.92	$ 122,033.48
900	10035	Des Plaines Trust Assist. Fund	$ 41,547.50	-30.00	0.00	-30.00	$ 41,517.50
900	10036	Hinsdale - F/S	$ 20,780.70	5,193.80	5.00	5,188.80	$ 25,969.50
900	10041	PMA SDA Water	$ 936,243.87	3,546.93	0.00	3,546.93	$ 939,790.80
900	10042	PMA - SDA	$ 4,854,871.43	18,392.55	0.00	18,392.55	$ 4,873,263.98
900	10044	Amalgamated Water	$ 35,346.69	78.06	0.00	78.06	$ 35,424.75
900	10046	Illinois Funds - Water	$ 75,223.86	299.39	19.51	279.88	$ 75,503.74
900	10048	PNC Water	$ 2,308,917.79	322,992.43	62,723.88	260,268.55	$ 2,569,186.34
900	10050	Chase Water***	$ 1,385,859.78			0.00	$ 1,385,859.78
900	10052	INB Water	$ 4,575.90	0.00	9.38	-9.38	$ 4,566.52
900	10053	INB G/F	$ 5,000.00	15,634.00	15,634.00	0.00	$ 5,000.00
900	10056	PNC DUI	$ 2,510.52	4.50	0.00	4.50	$ 2,515.02
900	10058	PNC Drug	$ 10,382.12	18.60	0.00	18.60	$ 10,400.72
900	10059	PNC Police Seizure	$ 15,590.74	0.00	0.00	0.00	$ 15,590.74
900	10060	PNC Art. 36	$ 10,494.89	18.80	0.00	18.80	$ 10,513.69
900	10061	PNC Police Operations	$ 2,300.00	155.00	0.00	155.00	$ 2,455.00
900	10062	Illinois Funds MFT	$ 3,919,974.56	140,897.15	1,016.83	139,880.32	$ 4,059,854.88
900	10064	PNC MFT	$ 1,000.00	0.00	0.00	0.00	$ 1,000.00
900	10070	PNC Fitness	$ 1,496,452.99	143,501.84	24,154.19	119,347.65	$ 1,615,800.64
900	10072	PNC Cap. Proj.	$ 252,309.98	53.04	0.00	53.04	$ 252,363.02
900	10074	PNC G/P TIF	$ 12,801,788.83	28,594.16		28,594.16	$ 12,830,382.99
900	10076	PNC M/T TIF	$ 12.50	0.00	0.00	0.00	$ 12.50
900	10080	Illinois Funds M/T TIF	$ -	0.00	0.00	0.00	$ -
900	10084	PNC Fed Equity	$ 307,708.45	7,256.79	3,869.75	3,387.04	$ 311,095.49
			76,601,562.33	**11,171,635.02**	**13,948,998.26**	**(2,777,363.24)**	**70,756,247.99**
100	12010	PMA Investments - General			-	-	-
500	12010	PMA Investments - Water	-	-	-	-	-
100	12010	Amalgamated Securities		-	-	-	
			-	**-**	**-**	**-**	**-**
		Total Treasury……	**76,601,562.33**	**11,171,635.02**	**13,948,998.26**	**(2,777,363.24)**	**70,756,247.99**

Bloomberg 90 Days	**4.31**
Bloomberg 24 Months	**2.79**

Institution	Amount	Percent of Portfolio	Current Rate/Yield	Investment Policy Limit (1)
Illinois Funds	33,048,024	47.19%	1.05%	40%
PNC	28,240,893	40.32%	0.30%	50%
Amalgamated	1,281,175	1.52%	1.52%	50%
PMA	5,813,055	8.30%	0.43%	50%
IMET	0	0.00%	n/a	40%
Others	1,653,705	2.36%	0.00%	
Securities	0	0.00%	1.92%-4.44%	
Total Portfolio	70,036,852	100%	1.12%	

*Accounts 10010 and 10011 are seperated for the purposes of reporting, and are combined to establish an accurate account balance.
**Account totals reflect those data most accurate at time of reporting and may change as adjustments are made subsequent to this report.
***Monthly Bank statement not received by time of printing.

BOARD AGENDA ITEM EXPLANATION FORM

Tuesday, February 25, 2025 at 7:00 p.m. - Regular Board of Trustees Meeting

Meeting Date: 01/28/2025	Item Number **14.a**
Requested By: Village Clerk Office	Action Requested: Next Meetings
Prepared By: Denise McCreery, Village Clerk	Assigned to:

Strategic Pillar: Financial Stability & Transparency

Applicable Village Plan: Not Applicable

Link to Applicable Village Plan:

ATTACHMENTS:
2025 Meeting Schedule.docx

MOTION

REASON FOR REQUEST / BACKGROUND

Will this action involve an expenditure of funds?

If yes, is this a budgeted item?

Impact on future budget(s)

If yes, Projected Cost(s), Projected Fiscal Year, Project Name

Grant Funded Project

Grant Source

ORG#

ACCT#

Total Amount for Approval

Budget Amount

Line Item Budget Amount

Variance

MAYOR
George D. Alpogianis

TRUSTEES
Morgan Dubiel
John C. Jekot
Danette O'Donovan Matyas
Craig Niedermaier
Dean Strzelecki
Marryann Warda

ACTING VILLAGE MANAGER
Mark Janeck

VILLAGE CLERK
Denise M. McCreery

Phone: (847) 588-8000
www.vniles.com

2025 MEETING SCHEDULE

Meetings are held at the Village Administration Building unless posted otherwise.
1000 Civic Center Drive, Niles, Illinois 60714 (847) 588-8000
Please check the calendar at vniles.com to confirm meeting dates.

BOARD OF TRUSTEES
7:00 PM

Regular Meeting

January 28
February 25
March 25
April 22
May 27
June 24
July 22
August 26
September 23
October 28
November 18
December 9

PLANNING AND ZONING BOARD
6:00 PM

January 6	July 7
Feb 3	August 11
March 3	September 8
April 7	October 6
May 5	November 3
June 2	December 1

COMMITTEES *(meetings scheduled at the call of the Chair)*

Building and Zoning
Bicycle & Pedestrian Advisory Group
General Government/IT
Community Relations Commission
Public Arts and Culture Advisory Council
Human Services
Public Safety
Public Works
Board of Ethics
Finance