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**VILLAGE OF HINSDALE  
VILLAGE BOARD OF TRUSTEES  
MINUTES OF THE MEETING  
December 16, 2014**

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was called to order by President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, December 16, 2014 at 7:33 p.m.

Present: President Tom Cauley, Trustees Christopher Elder, J. Kimberley Angelo, Gerald J. Hughes, Laura LaPlaca and Bob Saigh

Absent: Trustee William Haarlow

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Finance Director Darrell Langlois, Police Chief Brad Bloom, Fire Chief Rick Ronovsky, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Peluso, Acting Assistant Director of Public Works Dawn Wucki-Rossbach, Director of Economic Development & Urban Design Tim Scott, Management Analyst Suzanne Ostrovsky and Village Clerk Christine Bruton

**PLEDGE OF ALLEGIANCE**

President Cauley led those in attendance in the Pledge of Allegiance.

**APPROVAL OF MINUTES**

Trustee Hughes and Trustee Saigh provided corrections to the draft minutes. Trustee Elder moved to **approve the draft minutes of the regularly scheduled meeting of November 18, 2014, as amended.** Trustee Hughes seconded the motion.

**AYES:** Trustees Elder, Angelo, Hughes, LaPlaca and Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

**CITIZENS' PETITIONS**

None.

## **VILLAGE PRESIDENT'S REPORT**

No report.

### **APPROVAL OF REVISIONS TO EMPLOYMENT AGREEMENT BETWEEN THE VILLAGE MANAGER AND THE VILLAGE OF HINSDALE**

President Cauley introduced the matter and explained that Trustees met with him in closed session and this document reflects that discussion. The amendment to Village Manager Kathleen A. Gargano's contract includes a 5% salary increase, an increase to her car allowance to be the same as other senior staff, and other non-economic changes. Trustee Hughes moved **Approval of Revisions to Employment Agreement between the Village Manager and the Village Of Hinsdale**. Trustee Saigh seconded the motion.

**AYES:** Trustees Elder, Angelo, Hughes, LaPlaca and Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

## **CONSENT AGENDA**

President Cauley read the Consent Agenda as follows:

### **Administration & Community Affairs Committee**

#### **a) 2014 Tax Levy Documents**

- i) Approval of an Ordinance Levying Taxes for Corporate Purposes for the Fiscal Year of the Village of Hinsdale, Illinois, commencing on May 1, 2014 and ending on April 30, 2015 (Omnibus vote) (O2014-41)
- ii) Resolution abating the tax hereto levied for the year 2014 to pay the principal of and interest on \$3,500,000 General Obligation Bonds (Water and Sewerage Systems Alternate Revenue Source), Series 2008, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (Omnibus vote) (R2014-17)
- iii) Resolution abating the tax hereto levied for the year 2014 to pay the principal of and interest on \$1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (Omnibus vote) (R2014-18)
- iv) Resolution abating the tax hereto levied for the year 2014 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (Omnibus vote) (R2014-19)

- v) Resolution abating the tax hereto levied for the year 2014 to pay the principal of and interest on \$2,710,000 General Obligation Refunding Bonds (Library Fund Tax Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (Omnibus vote) (R2014-22)
- vi) Resolution abating the tax hereto levied for the year 2014 to pay the principal of and interest on \$2,025,000 General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (Omnibus vote) (R2014-20)
- vii) Resolution abating the tax hereto levied for the year 2014 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois (Omnibus vote) (R2014-21)
- viii) Approval of an Ordinance For the Levy and Assessment of Taxes for the Fiscal Year Beginning on May 1, 2014 and ending on April 30, 2015, in and for the Village of Hinsdale Special Service Area No. 9-Localized Drainage Solution (Omnibus vote) (O2014-42)
- b) Approval of a Change to the Personnel Policy Related to Tuition Reimbursement
- c) Approval of an Ordinance Amending Title 4 (Public Ways and Properties). Section 7B (Water and Sewer Rates) of the Village Code of Hinsdale to Add a New Section 7-4B-6 (Meter Testing in Cases of Contested Bills) (Omnibus vote) (O2014-43)

#### **Zoning & Public Safety Committee**

- d) Ordinance to Declare Village Owned Property as Surplus and Authorize its Disposal (Omnibus vote) (O2014-44)
- e) Purchase Two Replacement Squad Cars for \$52,667 from Currie Motors Under the Terms of the Suburban Purchasing Cooperative

Trustee LaPlaca moved **to approve the Consent Agenda, as presented.** Trustee Saigh seconded the motion.

**AYES:** Trustees Elder, Angelo, Hughes, LaPlaca and Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

### **ADMINISTRATION AND COMMUNITY AFFAIRS**

#### **Accounts Payable**

Trustee Angelo moved **Approval and Payment of the Accounts Payable for the Period of November 19, 2014 through December 16, 2014 in the aggregate amount of**

**\$2,297,053.10 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk. Trustee Elder seconded the motion.**

**AYES:** Trustees Elder, Angelo, Hughes, LaPlaca and Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

**Approval of a Temporary Use Pursuant to Section 9-103(D)(9) of the Hinsdale Zoning Code Authorizing the Installation of a Seasonal Vestibule/Windscreen on Public Sidewalk Adjacent to 112 South Washington Street (Vistro), through March 31, 2015, Subject to Execution by the Owner of Vistro of a Hold Harmless Agreement in Favor of the Village Relative to the Placement of the Vestibule/Windscreen on Public Property**

President Cauley introduced the item noting this is the first year Vistro is open and they are requesting a windscreen similar to that in front of Il Poggiolo. Trustee Hughes moved **Approval of a Temporary Use Pursuant to Section 9-103(D)(9) of the Hinsdale Zoning Code Authorizing the Installation of a Seasonal Vestibule/Windscreen on Public Sidewalk Adjacent to 112 South Washington Street (Vistro), through March 31, 2015, Subject to Execution by the Owner of Vistro of a Hold Harmless Agreement in Favor of the Village Relative to the Placement of the Vestibule/Windscreen on Public Property.** Trustee Elder seconded the motion.

**AYES:** Trustees Elder, Angelo, Hughes, LaPlaca and Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

**ENVIRONMENT AND PUBLIC SERVICES**

**Award the Contract for the Elevator Modernization & Equipment Replacement for the Memorial Building to Colley Elevator Company in the Amount of \$77,357**

President Cauley introduced the item and asked if ADA compliance is necessary when there is not public access. Interim Assistant Public Services Director Dawn Wucki-Rossbach confirmed there are no exceptions. She noted that this contract is slightly over budget, but the Maintenance Supervisor Jim Piontkowski has assured

her the amount will be monitored and he believes the project can be completed for the budgeted amount. Village Manager Gargano explained there is a January 15<sup>th</sup> deadline which does not allow enough time for further bidding. Trustee LaPlaca moved to **Award the Contract for the Elevator Modernization & Equipment Replacement for the Memorial Building to Colley Elevator Company in the Amount of \$77,357.** Trustee Saigh seconded the motion.

**AYES:** Trustees Elder, Angelo, Hughes, LaPlaca and Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

### **ZONING AND PUBLIC SAFETY**

#### **Approve an Ordinance Approving a Major Adjustment to a Site Plan/Exterior Appearance Plan at 26-32 E. First Street – Garfield Crossing (O2014-45)**

President Cauley introduced the item and explained that the fence to the west of the property that abuts the Chamber of Commerce office was presented as 3' feet high in the initial plan, however, the developer installed 6' foot fencing due to safety concerns. President Cauley agrees; the 6' foot fencing is a better alternative. Trustee Saigh moved to **approve an Ordinance Approving a Major Adjustment to a Site Plan/Exterior Appearance Plan at 26-32 E. First Street – Garfield Crossing.** Trustee LaPlaca seconded the motion.

**AYES:** Trustees Elder, Angelo, Hughes, LaPlaca and Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.

### **REPORTS FROM ADVISORY BOARDS AND COMMISSIONS**

No reports.

### **OTHER BUSINESS**

#### **Discussion of Implementation of a Committee of the Whole (COW) meeting structure**

President Cauley began discussion and called attention to the memorandum from the Village Manager on this subject. He has spoken individually with each of the Trustees on this matter and that after his six years of service on the Village Board has come to

realize that two Village Board meetings and three Committee meetings are not the best system. The goal of the proposed change is to make the system more resident friendly and more clear as to how the Village conducts business; and to require less staff and less Trustee time.

He understands that the first Board meeting of the month will be a first reading of all issues; these items are presented, but not voted on. The Consent Agenda is set by Committee chairs, zoning changes would not be on the Consent Agenda and would always be addressed by the Board. Trustees can still remove items from the Consent Agenda, if they so choose. If there is consensus on the items before the Board for first reading, they would appear as Consent Agenda items at the second Board meeting of the month. If a more in depth discussion is required, an item can be forwarded to a Committee of the Whole (COW) meeting. The COW will be chaired by a Trustee in rotation, but as it relates to substance, the current chairs of the Standing Committee would present. The tree board would still exist. The benefit of this system is that every Trustee will get to weigh in on all items. If something comes up in the middle of the month, an item could have a first reading at the second Village Board meeting. President Cauley noted this will allow better use of staff time as they can be working with residents on their problems. Village Manager Gargano confirmed the efficiencies of this system, noting approval of resident matters will improve to three weeks instead of five. She added that having all Trustees present for substantive issues is value added and that every effort will be made to get all business to the first meeting. This meeting structure change is adopted by policy, but if it doesn't work out it can be modified to fit the community.

President Cauley commented that he sees his role on the Board as that of administrator; the Trustees are the policy makers, and as such it defeats the purpose to have him attend the COW.

Trustee Hughes remarked that the proposed meeting structure is a big benefit logistically in terms of time management. He believes the current Committee structure creates prioritized areas of concerns; it allows him to focus more fully and not spread himself too thin. Further, having a point person for residents helps them to navigate our process. President Cauley pointed out staff and residents will still have a person to work with; this is an integral part of this system. Trustee LaPlaca agrees Trustees should continue to be designated for Committees to improve focus to matters.

The Board agrees to move forward with the Committee of the Whole meeting structure. Ms. Gargano stated that necessary code amendments and the meeting policy will be on the January 6, 2015 agenda for approval.

## **NEW BUSINESS**

None.

## **STAFF REPORTS**

Village Manager Gargano introduced new Public Services Director George Peluso and thanked the Board for their confidence in amending her contract and looks forward to another successful year.

## **CITIZENS' PETITIONS**

None.

## **TRUSTEE COMMENTS**

Trustee Hughes shared his growing concern with respect to the scale of trucks associated with construction. He has observed that near Oak School, construction vehicles are taking up as much as 70% of the road at 8:20 a.m. He understands that these things have to be dealt with as they arise, but the size and number of the trucks are creating traffic issues, especially when there are two projects in proximity to each other. Furthermore, these trucks are damaging the roads. Trustee Haarlow recalled a discussion regarding additional fees for larger trucks. Trustee LaPlaca confirmed that she and Director of Community Development Robb McGinnis have discussed how fees need to be adjusted in the coming year to include a pavement degradation fee. Mr. McGinnis pointed out that a lot of this damage from the heavy trucks does not materialize for years. Village Manager Gargano informed the Board there would be wholesale revision of the fee structure in January 2015. Chief of Police Brad Bloom indicated they could regulate the times trucks go to the job site particularly when a project is in the proximity of a school. He and Mr. McGinnis agreed to review the Village ordinances on this matter.

Trustee Saigh mentioned the passing of Mr. John Taylor Ziegweid who died at the age of 98. Mr. Ziegweid was a long-time Hinsdale resident and a respected historian. He wrote a book about downtown Hinsdale and was instrumental in getting landmark status for the Central Business District (CBD). He was very active with the Hinsdale Historic Society.

Trustee Saigh commented on the fine work Director of Economic Development and Urban Design Tim Scott has done this year lighting the CBD for the holiday and the continued improvements to Burlington Park, most recently the installation of new communication information signs. These complement the park and are a nice addition. He thanked Mr. Scott and Public Service staff for the holiday lighting.

Trustee LaPlaca noted the Village has completed Phase II of the Woodlands project; this six (6) year project is 2/3 completed. Phase II was the most southern side of the Woodlands; the new roads look great and the rain gardens are beautiful even in their winter state. Trustee Angelo noted a resident informed him the rain gardens function as they should when it rains; the eco-friendly storm water management system is working.

Trustee LaPlaca stated the northern most portions of the Woodlands will be addressed in 2015 and 2016 and she thanked staff and all involved for their work on this project.

### **ADJOURNMENT**

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Elder **moved to adjourn the meeting of the Hinsdale Board of Trustees of December 16, 2014.** Trustee Hughes seconded the motion.

**AYES:** Trustees Elder, Angelo, Hughes, LaPlaca and Saigh

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Trustee Haarlow

Motion carried.


Meeting adjourned at 8:45 p.m.

ATTEST: \_\_\_\_\_  
Christine M. Bruton, Village Clerk



DATE: January 6, 2015

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<b>AGENDA SECTION</b>	<b>ORIGINATING DEPARTMENT</b>
Consent Agenda/ACA	Finance
<b>ITEM</b>	<b>APPROVED</b>
Accounts Payable	Darrell Langlois 
	Assistant Village Manager/Director of Finance

At the meeting of January 6, 2015 staff respectfully requests the presentation of the following motion to approve the accounts payable:

**Motion:** To move approval and payment of the accounts payable for the period of December 17, 2014 through January 6, 2015 in the aggregate amount of \$1,501,708.65 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

**STAFF APPROVALS**

<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>
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**COMMITTEE ACTION:**

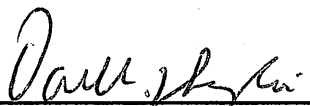
**BOARD ACTION:**


**VILLAGE OF HINSDALE**

**ACCOUNTS PAYABLE WARRANT REGISTER #1577**

**FOR PERIOD December 17, 2014 through January 6, 2015**

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,501,708.65 reviewed and approved by the below named officials.

APPROVED BY  DATE 1/2/15  
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY  DATE 1/2/15  
VILLAGE MANAGER

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
VILLAGE TRUSTEE

**Village of Hinsdale**  
**Warrant # 1577**  
**Summary By Fund**

<b>Recap By Fund</b>	<b>Fund</b>	<b>Regular Checks</b>	<b>ACH/Wire Transfers</b>	<b>Total</b>
General Fund	10000	504,208.13	168,142.51	672,350.64
Capital Project Fund	45300	276,220.99	-	276,220.99
Water & Sewer Operations	61061	91,665.13	-	91,665.13
Water & Sewer Capital	61062	104,385.44	-	104,385.44
Escrow Funds	72100	89,771.00	-	89,771.00
Payroll Revolving Fund	79000	12,161.70	234,096.75	246,258.45
Library Operating Fund	99000	21,057.00	-	21,057.00
<b>Total</b>		<b>1,099,469.39</b>	<b>402,239.26</b>	<b>1,501,708.65</b>



**Village of Hinsdale**  
**Schedule of Bank Wire Transfers and ACH Payments**  
**1577**

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems			
12/19/2014	Village Payroll #26 - Calendar 2014	FWH	\$ 49,318.78
1/2/2015	Village Payroll #1 - Calendar 2015	FWH	\$ 46,210.55
Electronic Federal Tax Payment Systems			
12/19/2014	Village Payroll #26 - Calendar 2014	FICA/MCARE	33,571.26
1/2/2015	Village Payroll #1 - Calendar 2015	FICA/MCARE	36,806.66
Illinois Department of Revenue			
12/19/2014	Village Payroll #26 - Calendar 2014	State Tax Withholding	16,675.17
1/2/2015	Village Payroll #1 - Calendar 2015	State Tax Withholding	12,686.58
ICMA - 457 Plans			
12/19/2014	Village Payroll #26 - Calendar 2014	Employee Withholding	15,790.34
1/2/2015	Village Payroll #1 - Calendar 2015	Employee Withholding	15,986.67
H SA PLAN CONTRIBUTION - 12/19/2014		Employee Withholding	1,531.62
H SA PLAN CONTRIBUTION - 01/02/2015		Employer/Employee Withholding	5,519.12
Intergovernmental Personnel Benefit Cooperative		Employer/Employee	168,142.51
Illinois Municipal Retirement Fund		Employer/Employee	-

**Total Bank Wire Transfers and ACH Payments** \$402,239.26



## VILLAGE OF HINSDALE

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## WARRANT REGISTER: 1577

DATE: 1/2/2015

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>3M COGENT, INC</b>			
187753	ANNUAL LIVE SCAN AGREEMNT	249000	\$1,292.00
	<b>Total for Check:</b>	<b>100520</b>	<b>\$1,292.00</b>
<b>A BLOCK MARKETING INC</b>			
187709	TIPPING FEE	00060322	\$50.00
187911	TIPPING FEE	00060392	\$50.00
187912	TIPPING FEE	00060368	\$25.00
	<b>Total for Check:</b>	<b>100521</b>	<b>\$125.00</b>
<b>A LAMP CONCRETE</b>			
187786	2014 ROADWAY & UTILITY	1558	\$17,537.94
	<b>Total for Check:</b>	<b>100522</b>	<b>\$17,537.94</b>
<b>ADVENTIST HINSDALE HOSP</b>			
187780	ELECTRICAL USAGE	005	\$249.70
	<b>Total for Check:</b>	<b>100523</b>	<b>\$249.70</b>
<b>AIRYS INC</b>			
187632	333 N ELM SEWER JETTING	19881	\$613.20
	<b>Total for Check:</b>	<b>100524</b>	<b>\$613.20</b>
<b>ALEXANDER EQUIPMENT</b>			
187914	ASST HARDWARE	108237	\$101.49
	<b>Total for Check:</b>	<b>100525</b>	<b>\$101.49</b>
<b>AMERICAN EXPRESS</b>			
187882	ASST MERCHANDISE	8-03003-12/2014	\$790.00
187882	ASST MERCHANDISE	8-03003-12/2014	\$260.00
187882	ASST MERCHANDISE	8-03003-12/2014	\$141.19-
187882	ASST MERCHANDISE	8-03003-12/2014	\$1,611.09
187882	ASST MERCHANDISE	8-03003-12/2014	\$187.09
187882	ASST MERCHANDISE	8-03003-12/2014	\$30.00
187882	ASST MERCHANDISE	8-03003-12/2014	\$35.12
187882	ASST MERCHANDISE	8-03003-12/2014	\$807.95
187882	ASST MERCHANDISE	8-03003-12/2014	\$49.95
187882	ASST MERCHANDISE	8-03003-12/2014	\$2,566.12
187882	ASST MERCHANDISE	8-03003-12/2014	\$244.00
	<b>Total for Check:</b>	<b>100526</b>	<b>\$6,440.13</b>
<b>ARAMARK UNIFORM SERVICES</b>			
187864	UNIFORMS	2078839403	\$15.90
187864	UNIFORMS	2078839403	\$72.23
187864	UNIFORMS	2078839403	\$22.00
187864	UNIFORMS	2078839403	\$25.16
187864	UNIFORMS	2078839403	\$34.72
187864	UNIFORMS	2078839403	\$64.01
187865	UNIFORMS	2078820330	\$15.90
187865	UNIFORMS	2078820330	\$72.23
187865	UNIFORMS	2078820330	\$22.00
187865	UNIFORMS	2078820330	\$25.16
187865	UNIFORMS	2078820330	\$34.72
187865	UNIFORMS	2078820330	\$64.01
187866	UNIFORMS	2078810953	\$15.90
187866	UNIFORMS	2078810953	\$72.23
187866	UNIFORMS	2078810953	\$22.00
187866	UNIFORMS	2078810953	\$25.16
187866	UNIFORMS	2078810953	\$34.72
187866	UNIFORMS	2078810953	\$64.01
187867	UNIFORMS	2078801393	\$15.90

## VILLAGE OF HINSDALE

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WARRANT REGISTER: 1577

DATE: 1/2/2015

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
187867	UNIFORMS	2078801393	\$72.23
187867	UNIFORMS	2078801393	\$22.00
187867	UNIFORMS	2078801393	\$25.16
187867	UNIFORMS	2078801393	\$34.72
187867	UNIFORMS	2078801393	\$64.01
	<b>Total for Check:</b>	<b>100527</b>	<b>\$936.08</b>
<b>AT &amp; T</b>			
187886	VEECK PARK	6303233863	\$156.60
	<b>Total for Check:</b>	<b>100528</b>	<b>\$156.60</b>
<b>ATLAS BOBCAT LLC</b>			
187898	#93 BOBCAT PARTS	BB0509	\$228.78
	<b>Total for Check:</b>	<b>100529</b>	<b>\$228.78</b>
<b>BEACON SSI INCORPORATED</b>			
187609	ANNUAL TANK TEST	0000073590	\$580.00
187610	ANNUAL TANK TEST	0000073514	\$403.25
	<b>Total for Check:</b>	<b>100530</b>	<b>\$983.25</b>
<b>BENTLEY SYSTEMS INC</b>			
187710	ENGINEERING SOFTWARE	47641827	\$1,491.00
	<b>Total for Check:</b>	<b>100531</b>	<b>\$1,491.00</b>
<b>BIO-TRON, INC.</b>			
187884	FD ANNUAL MAINT EMS	34802	\$190.00
	<b>Total for Check:</b>	<b>100532</b>	<b>\$190.00</b>
<b>BLACHER, BRETT</b>			
187687	CANCELLED CLASS	133389	\$725.00
	<b>Total for Check:</b>	<b>100533</b>	<b>\$725.00</b>
<b>BOB RIDINGS FORD</b>			
187782	2015 F250 TRUCK#13	F5345	\$29,489.00
	<b>Total for Check:</b>	<b>100534</b>	<b>\$29,489.00</b>
<b>BUTTREY RENTAL SERVICE IN</b>			
187754	BOXES	196595	\$36.25
187755	BOXES	196653	\$29.00
	<b>Total for Check:</b>	<b>100535</b>	<b>\$65.25</b>
<b>BYRNE BUILDERS</b>			
187769	ST MGMT-211 S MONROE	22382	\$3,000.00
	<b>Total for Check:</b>	<b>100536</b>	<b>\$3,000.00</b>
<b>BYRNE BUILDERS</b>			
187770	CONT BD-211 S MONROE	22383	\$10,000.00
	<b>Total for Check:</b>	<b>100537</b>	<b>\$10,000.00</b>
<b>BYRNE, PETER</b>			
187764	ST MGMT-506 N LINCOLN	21721	\$3,000.00
	<b>Total for Check:</b>	<b>100538</b>	<b>\$3,000.00</b>
<b>BYRNE, PETER</b>			
187765	CONT BD-506 N LINCOLN	21722	\$10,000.00
	<b>Total for Check:</b>	<b>100539</b>	<b>\$10,000.00</b>
<b>CALLONE</b>			
187752	PHONE	1010-9073-0000	\$403.39
187752	PHONE	1010-9073-0000	\$766.80
187752	PHONE	1010-9073-0000	\$143.31
187752	PHONE	1010-9073-0000	\$931.10
187752	PHONE	1010-9073-0000	\$60.63
187752	PHONE	1010-9073-0000	\$33.06
187752	PHONE	1010-9073-0000	\$563.32
187752	PHONE	1010-9073-0000	\$315.66



## WARRANT REGISTER: 1577

DATE: 1/2/2015

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
187752	PHONE	1010-9073-0000	\$1,378.84
Total for Check:		100540	\$4,596.11
<b>CCP INDUSTRIES INC</b>			
187722	PVC GLOVES	IN01393512	\$75.19
187723	THERMO LINED GLOVES	IN01393531	\$155.28
187724	MECHANICS GLOVES	IN01393511	\$207.59
187725	WINTER GLOVES SAMPLES	IN01392861	\$30.37
Total for Check:		100541	\$468.43
<b>CDW-GOVERNMENT INC.</b>			
187622	PC & MONITOR	RF57676	\$650.44
187622	PC & MONITOR	RF57676	\$376.00
Total for Check:		100542	\$1,026.44
<b>CEGON DISTRIBUTION &amp; SVC</b>			
187750	60 BAGS OIL AWAY	6186102036	\$992.60
Total for Check:		100543	\$992.60
<b>CHICAGOLAND PAVING</b>			
187883	2013 RECONSTRUCTION PROJ	131309-F	\$195,784.05
187883	2013 RECONSTRUCTION PROJ	131309-F	\$58,399.56
187883	2013 RECONSTRUCTION PROJ	131309-F	\$45,985.88
Total for Check:		100544	\$300,169.49
<b>CINTAS CORPORATION 769</b>			
187592	RUGS TOWELS ETC	769516596	\$30.90
187592	RUGS TOWELS ETC	769516596	\$76.98
187592	RUGS TOWELS ETC	769516596	\$129.89
187629	RUGS TOWELS ETC	769513012	\$30.90
187629	RUGS TOWELS ETC	769513012	\$129.75
187658	RUGS TOWELS ETC	769513012	\$32.81
187658	RUGS TOWELS ETC	769513012	\$23.40
187744	RUGS TOWELS ETC	769516596	\$32.81
187744	RUGS TOWELS ETC	769516596	\$23.40
Total for Check:		100545	\$510.84
<b>CITYTECH USA</b>			
187919	PUBLICSALARY.COM MBRSP	2330	\$390.00
Total for Check:		100546	\$390.00
<b>CLARENDON HILLS PARK DIST</b>			
187593	ANNUAL CO OP	212075-B	\$350.00
Total for Check:		100547	\$350.00
<b>COMED</b>			
187788	BURLINGTON PARK	6583006139	\$54.94
187789	PEIRCE PARK	7011378007	\$116.75
187790	CENTER FOR ARTS	7093550127	\$108.75
187791	KLM LODGE	7093551008	\$1,389.18
187792	ROBBINS PARK	8521083007	\$318.84
187793	TRAIN STATION	8521342001	\$878.72
187794	BROOK PARK	8605174005	\$348.60
187795	BURNS FIELD	8689640004	\$18.01
187796	ELEANOR PARK	0075151076	\$708.18
187797	WARMING HOUSE	0203017056	\$196.27
187798	CLOCK TOWER	0381057101	\$24.84
187799	BURLINGTON PARK	0499147045	\$37.80
187800	ROBBINS PARK	0639032045	\$17.69
187801	WASHINGTON	2378029015	\$75.04
187802	VEECK PARK	2425068008	\$537.83

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
187803	WASHINGTON PKG LOT	2838114008	\$67.30
187804	VEECK PARK	3454039030	\$2,647.67
187816	314 SYMONDS	417073048	\$428.45
187871	57TH STREET / WATER TOWER	0015093062	\$342.80
187872	FOUNTAIN	0471095066	\$169.45
187873	21 SPINNING WHEEL	1131101044	\$29.66
187874	NS CBQ RR	7011157008	\$35.29
187875	SAFETY TOWN	7261620005	\$18.77
187876	WATER PLANT	8521400008	\$35.35
187877	POOL	8605437007	\$391.51
187878	ELEANOR PARK	8689206002	\$39.72
187879	STOUGH PARK	8689480008	\$16.15
187880	METRA PKG LOT	203065105	\$61.19
<b>Total for Check:</b>		<b>100548</b>	<b>\$9,114.75</b>
<b>COMMERCIAL COFFEE SERVICE</b>			
187617	PD COFFEE	127618	\$37.50
187778	COFFEE	127353	\$122.22
187778	COFFEE	127353	\$40.73
187779	COFFEE	127416	\$36.00
187779	COFFEE	127416	\$12.00
<b>Total for Check:</b>		<b>100550</b>	<b>\$248.45</b>
<b>CONSTELLATION NEWENERGY</b>			
187887	121 SYMONDS	0020628819	\$1,593.10
187888	217 SYMONDS	0020628819	\$1,939.27
187889	225 SYMONDS	0020628819	\$1,731.59
187890	5901 S COUNTY LINE RD	0020628819	\$1,205.53
187891	500 W HINSDALE	0020628819	\$499.04
187892	908 ELM	1-1D70-913	\$1,263.27
<b>Total for Check:</b>		<b>100551</b>	<b>\$8,231.80</b>
<b>COOK, JAMES</b>			
187671	CONT BD-431 WOODLAND PK	22310	\$500.00
<b>Total for Check:</b>		<b>100552</b>	<b>\$500.00</b>
<b>CORCORAN HOMES</b>			
187678	CONT BD-632 N LINCOLN	22088	\$500.00
<b>Total for Check:</b>		<b>100553</b>	<b>\$500.00</b>
<b>CORKYS CATERING</b>			
187776	CATERING REFUND EN141213	22207	\$500.00
<b>Total for Check:</b>		<b>100554</b>	<b>\$500.00</b>
<b>COURTNEYS SAFETY LANE</b>			
187652	SAFETY LANE INSPECTION	101931	\$35.00
187718	SAFETY INSPECTIONS	101956	\$52.00
<b>Total for Check:</b>		<b>100555</b>	<b>\$87.00</b>
<b>CREATIVE LANDSCAPING LTD</b>			
187768	CONT BD-564 N WASHINGTON	22175	\$500.00
<b>Total for Check:</b>		<b>100556</b>	<b>\$500.00</b>
<b>CRITICAL REACH</b>			
187741	APBNET CRIME BULLETIN	15-227	\$285.00
<b>Total for Check:</b>		<b>100557</b>	<b>\$285.00</b>
<b>CRNKOVICH, STEVE</b>			
187685	CLASS REFUND	133390	\$775.00
<b>Total for Check:</b>		<b>100558</b>	<b>\$775.00</b>
<b>CURRENT TECHNOLOGIES</b>			
187648	TROUBLESHOOT T1 LINE	712416	\$1,080.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
Total for Check:		100559	\$1,080.00
<b>DARLEY</b>			
187659	GEAR HOODS	17168527	\$360.00
187885	GLOVES	17169059	\$795.21
Total for Check:		100560	\$1,155.21
<b>DEETER, DAN</b>			
187720	APWA MBSHP REIMBURSEMNT	10/22/14	\$102.00
Total for Check:		100561	\$102.00
<b>DEJANA INDUSTRIES INC.</b>			
187633	SWEEPING	48669	\$9,443.28
Total for Check:		100562	\$9,443.28
<b>DESIGN GROUP SIGNAGE CORP</b>			
187991	BURL PARK SIGNAGE	15939	\$30,597.12
Total for Check:		100563	\$30,597.12
<b>DIRECT ADVANTAGE INC</b>			
187926	MARKETING	1169	\$9,637.00
Total for Check:		100564	\$9,637.00
<b>DOCU-SHRED, INC.</b>			
187607	SHREDDING	34259	\$80.00
187650	SHREDDING	34194	\$40.00
Total for Check:		100565	\$120.00
<b>EAGLE UNIFORMS INC</b>			
187626	UNIFORM	235079	\$97.00
187627	UNIFORM	235088	\$48.75
Total for Check:		100566	\$145.75
<b>ENVIRO-TEST/PERRY LABORAT</b>			
187899	LAB SAMPLES	14-130676	\$168.00
Total for Check:		100567	\$168.00
<b>F &amp; J PAVING INC</b>			
187646	975 TAFT REPAVE	1496	\$8,699.00
Total for Check:		100568	\$8,699.00
<b>FACILITY SOLUTIONS GROUP</b>			
187611	STREET LAMPS	3611894-00	\$756.00
187611	STREET LAMPS	3611894-00	\$6,660.00
Total for Check:		100569	\$7,416.00
<b>FACTORY MOTOR PARTS CO</b>			
187713	#65 BATTERY	50-Y00967	\$88.02
187729	#12 BATTERY	50-Y01067	\$158.58
187735	#843 BRAKE PADS	56-249603	\$50.92
187736	#843 ROTOR ASSEMBLY	50-954219	\$178.48
187737	#58 BATTERY	50-Y00850	\$85.91
187905	UNIT# 32 BATTERY	50-Y01260	\$90.66
187906	UNIT#25 BRAKES	50-958271	\$199.01
Total for Check:		100570	\$851.58
<b>FOX VALLEY FIRE &amp; SAFETY</b>			
187746	FIRE EXTINGUISHER INSPECT	876774	\$470.45
Total for Check:		100571	\$470.45
<b>FRED GLINKE PLUMBING AND</b>			
187728	KLM GAS PIPE	5334-2C	\$220.00
Total for Check:		100572	\$220.00
<b>FULLERS HOME &amp; HARDWARE</b>			
187869	ASST HARDWARE	173	\$8.26
187869	ASST HARDWARE	173	\$82.20

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
187869	ASST HARDWARE	173	\$23.97
187869	ASST HARDWARE	173	\$6.38
187869	ASST HARDWARE	173	\$5.59
187869	ASST HARDWARE	173	\$67.96
187893	ASST HARDWARE	173	\$35.18
187893	ASST HARDWARE	173	\$4.46
187893	ASST HARDWARE	173	\$3.78
187893	ASST HARDWARE	173	\$6.39
187893	ASST HARDWARE	173	\$7.18
187893	ASST HARDWARE	173	\$19.18
187893	ASST HARDWARE	173	\$0.79
187893	ASST HARDWARE	173	\$6.79
187893	ASST HARDWARE	173	\$4.47
187893	ASST HARDWARE	173	\$25.24
<b>Total for Check:</b>		<b>100573</b>	<b>\$307.82</b>
<b>FULLERS SERVICE CENTER IN</b>			
187591	WASH	175	\$289.90
187618	HEADLIGHT REPAIR	54158170368	\$43.00
<b>Total for Check:</b>		<b>100574</b>	<b>\$332.90</b>
<b>FUNDERBURK ROOFING INC</b>			
187930	SALT SHED ROOF	21363	\$5,350.00
<b>Total for Check:</b>		<b>100575</b>	<b>\$5,350.00</b>
<b>FYLSTRA, RAYMOND</b>			
187679	CONT BD-309 E 59TH ST	22143	\$1,500.00
<b>Total for Check:</b>		<b>100576</b>	<b>\$1,500.00</b>
<b>GARY JOHNSTON</b>			
187604	NOV TRUCK PERMITS	NOV 2014	\$286.20
<b>Total for Check:</b>		<b>100577</b>	<b>\$286.20</b>
<b>GENES TIRE SERVICE</b>			
187612	#91 TIRES	111327	\$604.81
187613	#92 TIRES	111337	\$699.00
<b>Total for Check:</b>		<b>100578</b>	<b>\$1,303.81</b>
<b>GOEBEL, MICHAEL</b>			
187680	CONT BD-411 S MONROE	22002	\$1,500.00
<b>Total for Check:</b>		<b>100579</b>	<b>\$1,500.00</b>
<b>GOTTLIEB, CHRIS</b>			
187775	KLM REFUND - EN141220	21898	\$250.00
187775	KLM REFUND - EN141220	21898	\$500.00
<b>Total for Check:</b>		<b>100580</b>	<b>\$750.00</b>
<b>GRAINGER, INC.</b>			
187655	BURL PARK LOUVER	1223708357	\$33.21
<b>Total for Check:</b>		<b>100581</b>	<b>\$33.21</b>
<b>GREEN GRASS INC</b>			
187675	CONT BD-121 S STOUGH	22059	\$500.00
<b>Total for Check:</b>		<b>100582</b>	<b>\$500.00</b>
<b>GREEN GRASS INC</b>			
187676	COND BD-727 S MONROE	22361	\$500.00
<b>Total for Check:</b>		<b>100583</b>	<b>\$500.00</b>
<b>GREEN GRASS INC</b>			
187677	CONT BD-117 W NORTH	22360	\$500.00
<b>Total for Check:</b>		<b>100584</b>	<b>\$500.00</b>
<b>HIGH P.S.I.</b>			
187711	PRESSURE WASHER SOAP	44935	\$324.00

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
Total for Check:		100585	\$324.00
<b>HILDEBRAND SPORTING GOODS</b>			
187643	PLAQUES	10158	\$100.00
Total for Check:		100586	\$100.00
<b>HINSDALE PLATFORM TENNIS</b>			
187777	KLM REFUND EN150321	22212	\$450.00
Total for Check:		100587	\$450.00
<b>HOF CLEANERS</b>			
187721	CLEANING TABLE LINENS KLM	40647	\$160.00
Total for Check:		100588	\$160.00
<b>HOME DEPOT CREDIT SERVICE</b>			
187787	ASST HARWARE	6035322502214319	\$173.03
187787	ASST HARWARE	6035322502214319	\$39.36
187787	ASST HARWARE	6035322502214319	\$134.67
187787	ASST HARWARE	6035322502214319	\$134.69
187787	ASST HARWARE	6035322502214319	\$148.00
187787	ASST HARWARE	6035322502214319	\$242.08
187787	ASST HARWARE	6035322502214319	\$19.91
187787	ASST HARWARE	6035322502214319	\$23.64
187787	ASST HARWARE	6035322502214319	\$159.92
187787	ASST HARWARE	6035322502214319	\$115.42
187787	ASST HARWARE	6035322502214319	\$140.66
187787	ASST HARWARE	6035322502214319	\$22.16-
Total for Check:		100589	\$1,309.22
<b>HEMECRAFTERS</b>			
187772	CONT BD-154 THE LANE	22473	\$1,900.00
Total for Check:		100590	\$1,900.00
<b>IL ASSOC OF PARK DISTRICT</b>			
187727	MEMBERSHIP	DUES	\$663.56
Total for Check:		100591	\$663.56
<b>IL PUBLIC EMPLOYER</b>			
187896	ESSENTIAL SKILLS SEMINAR	2-19-15	\$210.00
Total for Check:		100592	\$210.00
<b>INDUSTRIAL ELECTRIC</b>			
187635	CLAMPS	230104	\$67.15
187649	LIGHT BULBS	230103	\$15.00
187740	KLM PADDLE ELECTRIC PARTS	230100	\$141.52
Total for Check:		100593	\$223.67
<b>INDUSTRIAL SYSTEMS, LTD</b>			
187917	ICE MELT	19339	\$740.00
Total for Check:		100594	\$740.00
<b>INTERNATIONAL EXTERMINATO</b>			
187730	POOL PEST CONTROL	58469	\$168.00
187731	ART CENTER PEST CONTROL	58470	\$194.00
Total for Check:		100595	\$362.00
<b>INTERSTATE BILLING SERVIC</b>			
187716	#21 TURBHEAT REPLCMNT	96008556	\$471.74
Total for Check:		100596	\$471.74
<b>IPELRA</b>			
187993	2015 LAW SEMINAR	REGISTRATION	\$195.00
Total for Check:		100597	\$195.00
<b>IRMA</b>			
187870	2015 CONTRIBUTION	201525	\$16,274.66

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
187870	2015 CONTRIBUTION	201525	\$46,311.17
187870	2015 CONTRIBUTION	201525	\$39,108.32
187870	2015 CONTRIBUTION	201525	\$24,074.75
187870	2015 CONTRIBUTION	201525	\$8,949.30
187870	2015 CONTRIBUTION	201525	\$18,529.80
187870	2015 CONTRIBUTION	201525	\$76,647.00
187870	2015 CONTRIBUTION	201525	\$21,045.00
<b>Total for Check:</b>		<b>100598</b>	<b>\$250,940.00</b>
<b>ISAWWA</b>			
187900	WATERCON CONFERENCE	200014259	\$225.00
<b>Total for Check:</b>		<b>100599</b>	<b>\$225.00</b>
<b>JACOBS, WILLIAM</b>			
187773	CONT BD-414 BIRCHWOOD	22188	\$500.00
<b>Total for Check:</b>		<b>100600</b>	<b>\$500.00</b>
<b>KLEIN, THORPE, JENKINS LTD</b>			
187992	LEGAL	173322	\$28,416.68
<b>Total for Check:</b>		<b>100601</b>	<b>\$28,416.68</b>
<b>KROESCHELL ENGINEERING CO</b>			
187634	WP BOILER REPAIR	51497	\$837.00
187719	PW BOILER REPAIR	51496	\$1,116.00
<b>Total for Check:</b>		<b>100602</b>	<b>\$1,953.00</b>
<b>LESSIG, SHERI</b>			
187692	YOGA INSTRUCTION	222210-B	\$300.00
<b>Total for Check:</b>		<b>100603</b>	<b>\$300.00</b>
<b>LIGHTING SOLUTIONS OF IL</b>			
187598	BURL PK DECORATIVE POLES	35690	\$8,848.56
<b>Total for Check:</b>		<b>100604</b>	<b>\$8,848.56</b>
<b>LOFTON LANDSCAPING</b>			
187674	CONT BD-222 N ADAMS	22073	\$500.00
<b>Total for Check:</b>		<b>100605</b>	<b>\$500.00</b>
<b>M &amp; A PARTS</b>			
187642	AR-15 PARTS	112314	\$310.00
<b>Total for Check:</b>		<b>100606</b>	<b>\$310.00</b>
<b>MATERIAL SERVICE CORP</b>			
187907	STONE	5465573	\$1,097.47
<b>Total for Check:</b>		<b>100607</b>	<b>\$1,097.47</b>
<b>MAZZEI, JOHN</b>			
187767	CONT BD-305 N OAK	22191	\$500.00
<b>Total for Check:</b>		<b>100608</b>	<b>\$500.00</b>
<b>MCDONALDS CORPORATION</b>			
187759	KLM REFUND EN141218	21881	\$500.00
<b>Total for Check:</b>		<b>100609</b>	<b>\$500.00</b>
<b>MCDONALDS USA</b>			
187762	KLM REFUND EN141205	21937	\$250.00
<b>Total for Check:</b>		<b>100610</b>	<b>\$250.00</b>
<b>MEDICOM REIMBURSEMENT</b>			
187756	P & R BROCHURES	4711	\$19.00
187757	P & R BROCHURES	4783	\$22.00
<b>Total for Check:</b>		<b>100611</b>	<b>\$41.00</b>
<b>MENARDS</b>			
187908	ASST HARDWARE	84769	\$51.94
187908	ASST HARDWARE	84769	\$116.77
<b>Total for Check:</b>		<b>100612</b>	<b>\$168.71</b>

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>MICRO CENTER A/R</b>			
187660	BATTERY BACKUP	3524262	\$64.99
187661	USB CABLE	3524265	\$9.99
	<b>Total for Check:</b>	<b>100613</b>	<b>\$74.98</b>
<b>MIDWEST OFFICE INTERIORS</b>			
187596	CARPET REPLACEMENT FD	252953	\$81.00
187596	CARPET REPLACEMENT FD	252953	\$18,470.57
187596	CARPET REPLACEMENT FD	252953	\$1,658.24
187596	CARPET REPLACEMENT FD	252953	\$81.00
187596	CARPET REPLACEMENT FD	252953	\$10,970.74
	<b>Total for Check:</b>	<b>100614</b>	<b>\$31,261.55</b>
<b>MINUTEMAN DOOR SERVICE</b>			
187785	WELL HOUSE DOOR REPAIR	75238	\$1,644.00
	<b>Total for Check:</b>	<b>100615</b>	<b>\$1,644.00</b>
<b>MODELTECH INTERNATIONAL</b>			
187748	LIQUID SMOKE	046-1341	\$73.00
	<b>Total for Check:</b>	<b>100616</b>	<b>\$73.00</b>
<b>MORTON SALT INC</b>			
187608	SALT	5400611455	\$4,613.11
	<b>Total for Check:</b>	<b>100617</b>	<b>\$4,613.11</b>
<b>MOTOROLA SOLUTIONS</b>			
187657	STARCOM RADIOS	152388282014	\$306.00
	<b>Total for Check:</b>	<b>100618</b>	<b>\$306.00</b>
<b>MURPHY, COLLEEN</b>			
187763	KLM REFUND - EN141205	21939	\$500.00
	<b>Total for Check:</b>	<b>100619</b>	<b>\$500.00</b>
<b>NAPA AUTO PARTS</b>			
187636	HEADLIGHT BULBS	346223	\$17.86
187714	WAX APPLICATOR	347719	\$3.69
187715	WAX	347650	\$22.27
187738	#43 BELT	346340	\$32.84
187901	UNIT# 15 PLUG	347227	\$9.99
187902	UNIT# 25 SWAY BAR	347359	\$26.15
187903	#39 MOWER OIL	347881	\$35.34
187904	#39 MOWER TIRE SEALANT	347985	\$65.98
	<b>Total for Check:</b>	<b>100620</b>	<b>\$214.12</b>
<b>NATIONWIDE TRUST CO.FSB</b>			
187994	PEHP Z LOCAL 150	46524001	\$340.67
187995	PEHP 9	39200001	\$2,052.51
187996	PEHP Z FOP	38872001	\$538.28
	<b>Total for Check:</b>	<b>100621</b>	<b>\$2,931.46</b>
<b>NEOPOST USA INC</b>			
187628	POSTAGE INK RED	14191773	\$328.00
	<b>Total for Check:</b>	<b>100622</b>	<b>\$328.00</b>
<b>NICOR GAS</b>			
187638	LODGE	06677356575	\$938.51
187639	VOH	12952110000	\$289.05
187640	ART CENTER	18117046476	\$690.65
	<b>Total for Check:</b>	<b>100623</b>	<b>\$1,918.21</b>
<b>NIKISCHER, RALPH</b>			
187909	BOOT REIMBURSEMENT	017405246378	\$141.36
	<b>Total for Check:</b>	<b>100624</b>	<b>\$141.36</b>

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VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>VOID CHECK #100625</b>			
<b>NORTH EAST MULTI-REGIONAL</b>			
187603	INTERNET CRIMES TRAINING	190032	\$125.00
	<b>Total for Check:</b>	<b>100626</b>	<b>\$125.00</b>
<b>OCCUPATIONAL HEALTH CTR</b>			
187656	FIT FOR DUTY	1008569044	\$67.50
	<b>Total for Check:</b>	<b>100627</b>	<b>\$67.50</b>
<b>PHILLIPS FLORIST</b>			
187647	FLORAL ARRANGEMEMNT	180590	\$85.95
	<b>Total for Check:</b>	<b>100628</b>	<b>\$85.95</b>
<b>PIERCE &amp; SON INC</b>			
187932	CONT BD-418 N ELM	22196	\$500.00
	<b>Total for Check:</b>	<b>100629</b>	<b>\$500.00</b>
<b>POMPS TIRE SERVICE, INC.</b>			
187614	#4 SPARE TIRE/RIM	470023036	\$491.18
187615	#5 SPARE STEER TIRE	470023035	\$448.18
	<b>Total for Check:</b>	<b>100630</b>	<b>\$939.36</b>
<b>PRAIRIE PATH PAVERS INC</b>			
187662	CONT BD-425 S PARK	22195	\$600.00
187663	CONT BD-635 S PARK	22476	\$500.00
187664	CONT BD-131 N QUINCY	22537	\$500.00
187665	CONT BD-127 E 5TH	21608	\$500.00
187666	CONT BD-425 E FOURTH	20797	\$500.00
187667	CONT BD-449 S VINE	20150	\$500.00
187668	CONT BD-45 S PARK	21433	\$500.00
187669	CONT BD-320 W HICKORY	20392	\$500.00
187689	CONT BD-508 WARREN CT	17605	\$250.00
187690	CONT BD-804 FRANKLIN	17807	\$250.00
187691	CONT BD-401 W 8TH PL	17791	\$500.00
	<b>Total for Check:</b>	<b>100631</b>	<b>\$5,100.00</b>
<b>PRO SAFETY</b>			
187712	MESH VESTS	2/793380	\$62.20
	<b>Total for Check:</b>	<b>100632</b>	<b>\$62.20</b>
<b>RAINBOW FARMS ENTERPRISES</b>			
187717	LEAF HAULING	32399	\$585.00
187916	LEAVES HAULED	32407	\$585.00
	<b>Total for Check:</b>	<b>100633</b>	<b>\$1,170.00</b>
<b>RAMIREZ, JESSICA</b>			
187761	KLM REFUND EN141213	21885	\$500.00
	<b>Total for Check:</b>	<b>100634</b>	<b>\$500.00</b>
<b>RAY OHERRON CO INC</b>			
187600	HOLDER	1470371	\$21.99
187601	NAME BAR	1470372	\$19.00
187602	PANTS	1470373	\$110.50
187894	SWEATER	1472307	\$93.00
187895	PANTS	1472305	\$38.00
	<b>Total for Check:</b>	<b>100635</b>	<b>\$282.49</b>
<b>RED WING SHOE STORE</b>			
187910	BOOTS	450000007983	\$150.00
	<b>Total for Check:</b>	<b>100636</b>	<b>\$150.00</b>
<b>REGGIE REED</b>			
187751	WOODLANDS DRIVEWAY REST	20298	\$1,200.00



## WARRANT REGISTER: 1577

DATE: 1/2/2015

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
Total for Check:		100637	\$1,200.00
<b>RELIABLE BASEMENT SVCS</b>			
187672	CONT BD-2 S STOUGH	22298	\$500.00
Total for Check:		100638	\$500.00
<b>RELIABLE FIRE EQUIPMENT C</b>			
187707	REFILL EXTINGUISHERS	643044	\$43.50
Total for Check:		100639	\$43.50
<b>RICKEN, CAROL</b>			
187760	KLM REFUND EN141214	21920	\$500.00
Total for Check:		100640	\$500.00
<b>RIPICKY, RORY</b>			
187681	CONT BD-807 THE PINES	21539	\$10,000.00
Total for Check:		100641	\$10,000.00
<b>RIPICKY, RORY</b>			
187682	ST MGMT-807 THE PINES	21538	\$3,000.00
Total for Check:		100642	\$3,000.00
<b>RISINGER, ELIZABETH</b>			
187766	CONT BD-635 S PARK	21735	\$10,000.00
Total for Check:		100643	\$10,000.00
<b>RITTER, LINDA</b>			
187897	TREE REIMBURSEMENT	12/19/14	\$780.00
Total for Check:		100644	\$780.00
<b>ROMEIOVILLE FIRE ACADEMY</b>			
187749	CPR CLASS	2014-588	\$200.00
Total for Check:		100645	\$200.00
<b>ROXAS, JOHN M</b>			
187998	OAK ST BRIDGE LAND ACQUIS	337 E CHICAGO	\$18,000.00
Total for Check:		100646	\$18,000.00
<b>ROYAL OAK LANDSCAPING</b>			
187783	MAIN BREAK STREET REPAIR	15867	\$900.00
Total for Check:		100647	\$900.00
<b>RUTLEDGE PRINTING CO.</b>			
187637	PD BUSINESS CARDS	123602	\$56.28
Total for Check:		100648	\$56.28
<b>SAHGAL, ROHIT</b>			
187931	CONT BD-5596 S OAK	22018	\$10,000.00
Total for Check:		100649	\$10,000.00
<b>SECRETARY OF STATE</b>			
187929	PD CONFIDENTIAL TITLE/REG	A56819	\$95.00
Total for Check:		100650	\$95.00
<b>SERVICE FORMS &amp; GRAPHICS</b>			
187863	OFFICE SUPPLIES	150576	\$230.58
187863	OFFICE SUPPLIES	150576	\$230.58
187863	OFFICE SUPPLIES	150576	\$230.59
187927	OFFICE SUPPLIES	150575	\$516.50
Total for Check:		100651	\$1,208.25
<b>SILVERSTEIN, NOAH</b>			
187686	CANCELLED CLASS	133391	\$725.00
Total for Check:		100652	\$725.00
<b>SOUTHWEST CENTRAL DISPATCH</b>			
187597	JAN 2015 DISPATCH	10-1201-163	\$23,548.14
187868	JAN 2015 DISPATCH	10-1201-166	\$6,077.84
Total for Check:		100653	\$29,625.98

## WARRANT REGISTER: 1577

DATE: 1/2/2015

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>Total for Check:</b>		<b>100669</b>	<b>\$2,500.00</b>
<b>TOTAL PARKING SOLUTIONS</b>			
187990	GARFIELD LOT PKG GATE SYS	102687	\$11,750.00
187990	GARFIELD LOT PKG GATE SYS	102687	\$960.00
<b>Total for Check:</b>		<b>100670</b>	<b>\$12,710.00</b>
<b>TRAFFIC CONTROL &amp; PROTECT</b>			
187631	CONSTRUCTION SIGNS	81601	\$1,318.15
187810	SNAP LOCK BANDING	81477	\$145.10
187811	N GRANT PED SIGNS	81573	\$844.15
187812	STOCK MATERIALS	81525	\$31.35
187813	STOCK MATERIALS	81388	\$417.00
187814	GARFIELD LOT SIGNS	81974	\$128.75
187815	SIGN LETTERS	81945	\$40.05
<b>Total for Check:</b>		<b>100671</b>	<b>\$2,924.55</b>
<b>TRANE</b>			
187726	KLM FURNACE PARTS	10115198R1	\$160.67
187734	VH AIR COMPRESSOR PARTS	10163442R1	\$20.04
<b>Total for Check:</b>		<b>100672</b>	<b>\$180.71</b>
<b>TUFF SHED</b>			
187683	CONT BD-520 BONNIE BRAE	22317	\$500.00
<b>Total for Check:</b>		<b>100673</b>	<b>\$500.00</b>
<b>US GAS</b>			
187623	TANK RENTAL	239837	\$7.75
<b>Total for Check:</b>		<b>100674</b>	<b>\$7.75</b>
<b>VILLAGE SOTHEBYS REALTY</b>			
187774	KLM REFUND - EN141209	22205	\$50.00
187774	KLM REFUND - EN141209	22205	\$250.00
<b>Total for Check:</b>		<b>100675</b>	<b>\$300.00</b>
<b>VOLT ELECTRIC, INC.</b>			
187928	VLG LOT BURL PK ELECT	4869	\$13,773.00
187928	VLG LOT BURL PK ELECT	4869	\$33,898.00
<b>Total for Check:</b>		<b>100676</b>	<b>\$47,671.00</b>
<b>VOTAVA, KEVIN</b>			
187747	EMT-P LICENSE REIMBURSE	000315713	\$40.00
<b>Total for Check:</b>		<b>100677</b>	<b>\$40.00</b>
<b>WAGEWORKS</b>			
187641	FSA MONTHLY SERVICE FEE	125AI0364159	\$36.00
187641	FSA MONTHLY SERVICE FEE	125AI0364159	\$30.00
187641	FSA MONTHLY SERVICE FEE	125AI0364159	\$6.00
187641	FSA MONTHLY SERVICE FEE	125AI0364159	\$12.00
<b>Total for Check:</b>		<b>100678</b>	<b>\$84.00</b>
<b>WAREHOUSE DIRECT INC</b>			
187594	OFFICE SUPPLIES	2535489-0	\$610.84
187594	OFFICE SUPPLIES	2535489-0	\$159.95
187594	OFFICE SUPPLIES	2535489-0	\$159.95
187595	OFFICE SUPPLIES	2532282-0	\$601.00
187599	PAPER GOODS	2532721-0	\$63.24
187605	PAPER GOODS	2542550-0	\$26.36
187606	OFFICE SUPPLIES	2542557-0	\$188.11
187616	OFFICE SUPPLIES	2530684-0	\$32.10
187621	PAPER GOODS	2519673-0	\$32.52
187621	PAPER GOODS	2519673-0	\$32.52
187624	OFFICE SUPPLIES	2524325-0	\$198.30

## WARRANT REGISTER: 1577

DATE: 1/2/2015

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
<b>SPEER FINANCIAL INC</b>			
187745	DISCLOSURE FEES	D11/14-16	\$1,022.50
	<b>Total for Check:</b>	<b>100654</b>	<b>\$1,022.50</b>
<b>SPRATTE, JAMES</b>			
187758	KLM REFUND EN141212	21944	\$500.00
	<b>Total for Check:</b>	<b>100655</b>	<b>\$500.00</b>
<b>STRYKER SALES CORP</b>			
187654	AMBULANCE BATTERY	1613764M	\$342.75
	<b>Total for Check:</b>	<b>100656</b>	<b>\$342.75</b>
<b>SWCD 911</b>			
187695	911 SURCHARGE NOV 2014	20-4107-000	\$2,808.00
	<b>Total for Check:</b>	<b>100657</b>	<b>\$2,808.00</b>
<b>TAMELING INDUSTRIES</b>			
187915	SOIL	009667	\$160.00
	<b>Total for Check:</b>	<b>100658</b>	<b>\$160.00</b>
<b>TASTE OF HOME CATERING</b>			
187739	CHAMBER HOLIDAY LINEN SVC	E26433	\$772.65
	<b>Total for Check:</b>	<b>100659</b>	<b>\$772.65</b>
<b>TATE ENTERPRISES</b>			
187673	CONT BD-205 E 4TH	22431	\$3,000.00
	<b>Total for Check:</b>	<b>100660</b>	<b>\$3,000.00</b>
<b>THARPE COMPANY, INC</b>			
187625	TIE TACS	1924227 RI	\$33.74
187625	TIE TACS	1924227 RI	\$212.07
187625	TIE TACS	1924227 RI	\$80.81
187625	TIE TACS	1924227 RI	\$107.24
187625	TIE TACS	1924227 RI	\$72.29
	<b>Total for Check:</b>	<b>100661</b>	<b>\$506.15</b>
<b>THE EMBLEM AUTHORITY</b>			
187742	PD UNIFORM PATCHES	17729	\$950.00
	<b>Total for Check:</b>	<b>100662</b>	<b>\$950.00</b>
<b>THE HINSDALEAN</b>			
187619	NOTICE PUBLIC HEARING AD	36489	\$60.80
187620	NOTICE PUBLIC HEARING AD	36490	\$156.80
	<b>Total for Check:</b>	<b>100663</b>	<b>\$217.60</b>
<b>THE LAW OFFICES OF</b>			
187708	LEGAL	H12172014	\$100.00
	<b>Total for Check:</b>	<b>100664</b>	<b>\$100.00</b>
<b>THIRD MILLENIUM</b>			
187645	UTILITY BILLING	17639	\$1,034.80
	<b>Total for Check:</b>	<b>100665</b>	<b>\$1,034.80</b>
<b>THOMAS PATRICK WALLS CO</b>			
187670	CONT BD-18 S ELM	20534	\$1,000.00
	<b>Total for Check:</b>	<b>100666</b>	<b>\$1,000.00</b>
<b>THOMSON REUTERS WEST</b>			
187743	NOV INFO CHARGES	830809175	\$144.32
	<b>Total for Check:</b>	<b>100667</b>	<b>\$144.32</b>
<b>TIMBER RESOURCES</b>			
187784	CHAINSAW TRAINING	1783	\$1,250.00
187918	1 NIGHT LODGING	1783	\$109.27
	<b>Total for Check:</b>	<b>100668</b>	<b>\$1,359.27</b>
<b>TOP TO BOTTOM REMODELING</b>			
187771	CONT BD-1409 BURR OAK 313	22113	\$2,500.00

## WARRANT REGISTER: 1577

DATE: 1/2/2015

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
187693	PAPER GOODS	2549315-0	\$42.70
187694	OFFICE SUPPLIES	2549310-0	\$141.01
187732	KLM CLEANING SUPPLIES	2530321-1	\$95.59
187733	KLM CLEANING SUPPLIES	2530321-0	\$172.50
	<b>Total for Check:</b>	<b>100679</b>	<b>\$2,556.69</b>
<b>WHITNEY SIGNATURE HOMES</b>			
187688	STM WTR-610 N GRANT	21278	\$7,771.00
	<b>Total for Check:</b>	<b>100680</b>	<b>\$7,771.00</b>
<b>WINGRENS LANDSCAPE</b>			
187920	BURL PARK LIGHTING	24661	\$760.00
187921	81 DT TREES LIGHTING	24140	\$14,814.40
187922	TRAIN STATION LIGHTING	24631	\$1,790.40
187923	BURL PARK LIGHTING	24564	\$1,344.00
187924	CHRISTMAS TREE LIGHTING	24573	\$2,249.60
187925	MEM BLD TREE LIGHTING	24645	\$1,104.00
	<b>Total for Check:</b>	<b>100681</b>	<b>\$22,062.40</b>
<b>WINTER EQUIPMENT</b>			
187781	PLOW CURB GUARDS	IV24404	\$86.44
187781	PLOW CURB GUARDS	IV24404	\$840.00
	<b>Total for Check:</b>	<b>100682</b>	<b>\$926.44</b>
<b>XEROX CORPORATION</b>			
187651	MAINTENANCE	077059337	\$85.00
	<b>Total for Check:</b>	<b>100683</b>	<b>\$85.00</b>
<b>YOUR REP LLC</b>			
187997	OAK ST BRIDGE LAND ACQUIS	4 N OAK STREET	\$35,000.00
	<b>Total for Check:</b>	<b>100684</b>	<b>\$35,000.00</b>
<b>YURITZY 2 INC</b>			
187684	CONT BD-530 W SIXTH	22109	\$500.00
	<b>Total for Check:</b>	<b>100685</b>	<b>\$500.00</b>
<b>ZOLL MEDICAL CORP</b>			
187653	EMS SUPPLIES	2189659	\$180.00
	<b>Total for Check:</b>	<b>100686</b>	<b>\$180.00</b>
<b>AFLAC-FLEXONE</b>			
187955	ALFAC OTHER	010215000000000	\$204.62
187956	AFLAC OTHER	010215000000000	\$259.62
187957	AFLAC SLAC	010215000000000	\$58.41
	<b>Total for Check:</b>	<b>100687</b>	<b>\$522.65</b>
<b>BLITT &amp; GAINES, P.C.</b>			
187968	GARNISHMENT	010215000000000	\$362.12
	<b>Total for Check:</b>	<b>100688</b>	<b>\$362.12</b>
<b>COLONIAL LIFE PROCESSING</b>			
187945	COLONIAL S L A C	010215000000000	\$60.98
187946	COLONIAL OTHER	010215000000000	\$27.63
	<b>Total for Check:</b>	<b>100689</b>	<b>\$88.61</b>
<b>I.U.O.E.LOCAL 150</b>			
187963	LOCAL 150 UNION DUES	010215000000000	\$884.99
	<b>Total for Check:</b>	<b>100690</b>	<b>\$884.99</b>
<b>ILLINOIS FRATERNAL ORDER</b>			
187948	UNION DUES	010215000000000	\$688.00
	<b>Total for Check:</b>	<b>100691</b>	<b>\$688.00</b>
<b>NATIONWIDE RETIREMENT SOL</b>			
187949	USCM/PEBSO	010215000000000	\$43.98
187950	USCM/PEBSO	010215000000000	\$1,615.00

## WARRANT REGISTER: 1577

DATE: 1/2/2015

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
Total for Check:		100692	\$1,658.98
VOID CHECK #100693			
NCPERS GRP LIFE INS#3105			
187947	LIFE INS	010215000000000	\$288.00
Total for Check:		100694	\$288.00
STATE DISBURSEMENT UNIT			
187962	MAINTENANCE	010215000000000	\$500.00
Total for Check:		100695	\$500.00
STATE DISBURSEMENT UNIT			
187964	CHILD SUPPORT	010215000000000	\$313.21
Total for Check:		100696	\$313.21
STATE DISBURSEMENT UNIT			
187965	CHILD SUPPORT	010215000000000	\$585.00
Total for Check:		100697	\$585.00
STATE DISBURSEMENT UNIT			
187966	CHILD SUPPORT	010215000000000	\$230.77
Total for Check:		100698	\$230.77
STATE DISBURSEMENT UNIT			
187967	CHILD SUPPORT	010215000000000	\$764.77
Total for Check:		100699	\$764.77
STATE DISBURSEMENT UNIT			
187969	CHILD SUPPORT	010215000000000	\$210.00
Total for Check:		100700	\$210.00
STATE DISBURSEMENT UNIT			
187970	CHILD SUPPORT	010215000000000	\$923.07
Total for Check:		100701	\$923.07
VILLAGE OF HINSDALE			
187951	MEDICAL REIMBURSEMENT	010215000000000	\$677.49
187952	DEP CARE REIMB.F/P	010215000000000	\$20.83
187953	MEDICAL REIMBURSEMENT	010215000000000	\$359.58
187954	DEP CARE REIMBURSEMENT	010215000000000	\$152.17
Total for Check:		100702	\$1,210.07

REPORT TOTAL \$1,099,469.39

DATE: January 6, 2015

7a

# REQUEST FOR BOARD ACTION

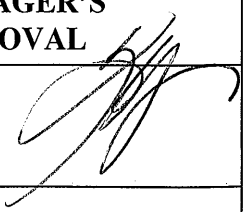
<b>AGENDA</b>	<b>ORIGINATING</b>
<b>SECTION NUMBER</b> First Reading - ACA	<b>DEPARTMENT</b> Administration
<b>ITEM</b> Ordinance Amending Various Sections of the Village Code of Hinsdale Relative to Standing Committees	<b>APPROVAL</b> Kathleen A. Gargano Village Manager

In accordance with the directive of the Village Board regarding the meeting change from Standing Committees to the Committee of the Whole; it was necessary that various sections of the Village Code be adjusted to reflect this change. The Village Attorney has reviewed the code and provided the attached draft ordinance for approval by the Village Board. The Rules of Order that delineate the order of business at meetings is changed to say the order of business is established by policy adopted by the Village Board. The Standing Committee meetings shall not be regularly scheduled, but only meet when the Board of Trustees deem it necessary. Those sections of the code that formerly recommended matters are forwarded to the appropriate Standing Committee, now states these matters shall be forwarded to the Village Board of Trustees.

If the Board agrees with the proposed changes, the following motion would be appropriate:

**MOTION: Move to Adopt an Ordinance Amending Various Sections of the Village Code of Hinsdale Relative to Standing Committees**

<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				



**VILLAGE OF HINSDALE**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE VILLAGE CODE OF HINSDALE  
RELATIVE TO STANDING COMMITTEES**

**WHEREAS**, the President and Board of Trustees of the Village of Hinsdale ("Village") have altered its procedure regarding standing committees and desire to amend the Village Code of Hinsdale to reflect the change in policy relative to standing committees of the Village ("Code Amendments"); and

**WHEREAS**, the President and Board of Trustees of the Village of Hinsdale find that it is in the best interests of the residents, the property owners and the businesses of the Village to enact the Code Amendments as set forth below.

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

**SECTION 1:** Recitals. The foregoing recitals are incorporated into Section 1 of this Ordinance by this reference.

**SECTION 2:** Title 1 (Administration), Chapter 6 (Village Board of Trustees), Section 6 (Rules of Order), is hereby amended and shall read in its entirety as follows:

**1-6-6: RULES OF ORDER:**

The following rules of order shall in all cases be adhered to, but the same may be suspended when no objections are made, or upon a vote of a majority of the board, except rules 4, 7 and 12.

Rule 1. The order of business at all regular meetings of the village board shall be established by policy adopted by the President and Board of Trustees. as follows:

- ~~1. Roll call.~~
- ~~2. The approval of the minutes~~
- ~~3. Public comments and petitions.~~
- ~~4. Reports of standing committees.~~
- ~~5. Reports of special committees.~~
- ~~6. Unfinished business.~~
- ~~7. Miscellaneous business.~~
- ~~8. Adjournment.~~

The order of business may be amended at any time by a majority vote of the board of trustees.

Rule 2. The president shall decide all questions of order and in all cases where these rules are not applicable, the village board shall be governed by parliamentary law as laid down in "Robert's Rules Of Order".

Rule 3. Members discussing a question shall address the president and no member shall be deemed to have the floor until recognized by the president.

No person except a member of the village board shall be permitted to address the same unless by the consent of the board.

Rule 4. The yeas and nays shall be taken upon the passage of all ordinances, and upon all propositions to create any liability against the village, or for the expenditure or appropriation of its money, and in all other cases at the request of any member, which shall be entered on the journal of the board's proceedings. The concurrence of a majority of all the members of the board of trustees shall be necessary to the passage of any such ordinance or proposition unless otherwise provided by statute. However, at any meeting, the board of trustees may by unanimous consent take a single vote by yeas and nays on the several questions of the passage of any two (2) or more ordinances, orders, resolutions or motions placed together for voting purposes in a single group, which single vote shall be entered separately in the journal under the designation "omnibus vote". In such event the clerk may enter the words "omnibus vote" in the journal in each case in lieu of entering the names of the members of the board of trustees voting "yea" and "nay" on the passage of each of the designated ordinances, orders, resolutions and motions included in such omnibus group.

Rule 5. All resolutions and amendments thereto shall be reduced to writing before action shall be taken thereon.

Rule 6. Standing and special committees, to whom references are made, shall in all cases report in writing the state of facts with their opinion thereon.

Rule 7. Any report to the board of trustees shall be deferred for final action thereon, to the next regular meeting of the village board after the report is made, upon the request of any two (2) trustees present.

Rule 8. No bill against the village shall be allowed by the board until the same has been referred to an appropriate committee for examination unless otherwise ordered, and in all cases, receipts for money paid out and proper vouchers shall accompany each bill.

Rule 9. Every member who shall be present when a question is stated by the chair shall vote thereon, unless excused by the board, or unless he be directly interested in the question, in which case he shall not vote.

Rule 10. When a question is before the board, no motion shall be in order but these: 1) to adjourn; 2) to lay on the table; 3) for the previous question; 4) to postpone indefinitely; 5) to postpone to a certain time; 6) to commit; 7) to amend.



And these motions shall be privileged and have precedence in order in which they are made to succeed each other by this rule; and motions to adjourn, to lay on the table, and for the previous questions shall be decided without debate.

Rule 11. A motion to adjourn shall always be in order except: 1) when a member is in possession of the floor, 2) when the yeas and nays are being called, 3) when the members are voting, 4) when adjournment was the last preceding motion, 5) when it has been decided that the previous question shall be taken; and the "previous question" shall be as follows: "Shall the main question now be put?"

Rule 12. No vote of the board shall be reconsidered or rescinded at a special meeting unless at such special meeting there shall be present as large a number of trustees as were present when the vote was taken.

**SECTION 3:** Title 1 (Administration), Chapter 6 (Village Board of Trustees), Section 4 (Committees of the Board), is hereby amended to add a Subsection C and shall read in its entirety as follows:

- A. Standing Committees: The standing committees of the board of trustees shall be appointed by the president, shall consist of four (4) members each, one of whom shall be appointed by the president as chairman, and shall be appointed on each of the following matters:

Administration and community affairs  
Environment and public services  
Zoning and public safety

- B. Special Committees: All special committees shall also be appointed by the president with the consent of the board of trustees.

- C. Standing Committees shall only meet upon the direction of the board of trustees.

**SECTION 4:** Title 2 (Boards and Commissions), Chapter 13 (Economic Development Commission), Section 4 (Reports), is hereby amended and shall read in its entirety as follows:

**2-13-4: REPORTS:**

The commission shall promptly make reports of its recommendations, comments, and activities to the ~~administration and community affairs (ACA) committee of the board of trustees. The village president may include on an agenda for a meeting of the board of trustees, without prior review of the ACA committee, any matter related to the commission that the president determines is of such a nature or importance as to merit prompt review by the board of trustees.~~

**SECTION 5:** Title 2 (Boards and Commissions), Chapter 14 (Finance Commission), Section 4 (Reports), is hereby amended and shall read in its entirety as follows:

**2-14-4: REPORTS:**

The finance commission shall promptly make reports to the applicable

~~committees of the board of trustees of its recommendations, comments, and activities. The village president may include on an agenda for a meeting of the board of trustees, without prior review of the applicable committee, any matter related to the commission that the president determines is of such a nature or importance as to merit prompt review by the board of trustees.~~

**SECTION 6:** Title 7 (Public Ways and Properties), Chapter 1 (Streets and Sidewalks), Article G (Construction of Utilities in Right of Ways), Section 5 (Action on Permit Applications), Subsection D is hereby amended and shall read in its entirety as follows:

**7-1G-5: Action on Permit Applications**

D. Additional Village Review Of Applications For Installation Of Distributed Antenna Systems: Applications to install distributed antenna systems in the right of way are subject to the following application review and approval procedures:

- 1 Initial Application Review: Upon submission of a completed application for installation of a distributed antenna system in the right of way, the village manager or his or her designee shall review the application for completeness and compliance with the requirements of this article, and for the location of the proposed system.
- 2 Administrative Approval Of Nonresidential Application: If an application seeks installation of a distributed antenna system in right of way locations that are entirely outside of residential zoning districts and design review overlay districts, the village manager or his or her designee shall review the application and issue a permit pursuant to subsection A of this section upon finding that the proposed work conforms to the requirements of this article and applicable ordinances, codes, laws, rules and regulations.
- 3 ~~Zoning and Public Safety Committee~~ Village Board of Trustee Review And Recommendation Determination Regarding Residential Or Design Review Overlay District Applications: If an application seeks installation of a distributed antenna system in right of way locations that include any locations within a residential zoning district or design review overlay district, the application, upon being found to contain all required information and to be otherwise complete, shall be forwarded for review to the village's board of trustees zoning and public safety committee. ~~The board of trustees zoning and public safety committee,~~ upon receipt of an application seeking installation of a distributed antenna system in the right of way that includes locations within a residential zoning district or a design review overlay district, shall review the application at its next regularly scheduled meeting. Notice of the meeting at which the application shall be considered shall be provided at least seven (7) days prior to the meeting via certified mail to all taxpayers of record of properties within two hundred fifty feet (250') of any node proposed to be placed in a residential zoning district or within the village's design review overlay district at the address listed with the treasurer of the applicable county for payment of real estate property taxes on the property. At the meeting where the application is considered, board of trustees zoning and public safety committee may seek input from the applicant, village engineer, village staff, residents and other concerned parties relative to the proposed

system and its location. The board of trustees committee may suggest alternative locations for location of the system or particular nodes and other equipment. The board of trustees committee may continue the matter for additional input or submissions, or take other action as it deems necessary to reach a reasoned recommendation determination on the application. The board of trustees zoning and public safety committee shall consider whether the application conforms to all village requirements for construction of utility facilities in the rights of way, including the requirements of this article and applicable ordinances, codes, laws, rules and regulations, and whether placement of the system at the proposed locations instead of outside of the residential zoning district or design review overlay district, or at any ZPS suggested alternative location within the residential zoning district or design overlay district, is necessary for effective technical functioning of the system, and shall then either approve the application, with or without reasonable conditions, or deny the application. ~~recommend approval of the application, with or without reasonable conditions, or recommend denial.~~

~~Secondary Board Of Trustees Review And Recommendation Regarding Residential Or Design Review Overlay District Applications: Following a recommendation on an application by the zoning and public safety committee, a seven (7) day waiting period shall commence. If, during the waiting period, the chair of the zoning and public safety committee receives a written request from the applicant, the village president or any single member of the board of trustees requesting a secondary review and recommendation on the application by the board of trustees, the application and any materials otherwise considered by the committee in its application review, along with the recommendation of the committee, shall be forwarded to the board of trustees for secondary review. Upon secondary review, the board of trustees shall consider such recommendation with respect to whether the application conforms to all village requirements for construction of utility facilities in the rights of way, including the requirements of this article and applicable ordinances, codes, laws, rules and regulations, and whether placement of the system at the proposed locations instead of outside of the residential zoning district or design review overlay district, or at any suggested alternative location within the residential zoning district or design overlay district, is necessary for effective technical functioning of the system, and shall then either recommend approval of the application, with or without reasonable conditions, or recommend denial.~~

- ~~4 Administrative Approval Of Residential Or Design Review Overlay District Applications: Following recommendations on an application from the zoning and public safety committee and, if applicable, the board of trustees, the village manager, or his or her designee, shall consider such recommendation(s) with respect to whether the application conforms to all village requirements for construction of utility facilities in the rights of way, including the requirements of this article and applicable ordinances, codes, laws, rules and regulations, and whether placement of the system at the proposed locations instead of outside of the residential zoning district or design review overlay district, or at any suggested alternative location within the residential zoning district or design overlay district, is necessary for effective technical functioning of the system, and shall either approve the application, with or without reasonable conditions, or deny the application.~~

54 Time Limit For Village Consideration: The village shall ensure that fully completed applications for installation of distributed antenna systems receive timely consideration. Unless otherwise acted on by the village, a fully completed application shall be deemed granted ninety (90) days after submission, provided the applicant has complied with applicable village codes, ordinances and regulations. The ninety (90) day period can be extended by agreement.

**SECTION 7:** Title 7 (Public Ways and Properties), Chapter 1 (Streets and Sidewalks), Article G (Construction of Utilities in Right of Ways), Section 15 (Location of Facilities), Subsection J(1) is hereby amended and shall read in its entirety as follows:

**7-1G-15: LOCATION OF FACILITIES:**

J. Distributed Antenna Systems:

1. Collocation; Existing Poles: All equipment related to a distributed antenna system shall be mounted/collocated on existing poles or other existing structures unless it can be shown by the applicant either that a new pole is required in order for the system to function effectively or that an alternate location will be less obtrusive and/or more beneficial to the public. Equipment may be housed in a cabinet at ground level only with the approval of the village as to location and with appropriate screening. The design of any new pole requested shall be subject to approval by the village manager, ~~or zoning and public safety committee, as applicable.~~

**SECTION 8:** Title 7 (Public Ways and Properties), Chapter 4 (Waterworks and Sewerage System), Article I (Illicit Discharge Detection and Elimination), Section 3 (Amendments, Revisions, and Changes) is hereby amended and shall read in its entirety as follows:

**7-4I-3: AMENDMENTS, REVISIONS, AND CHANGES**

Add the definition of stormwater oversight committee of the village to the list of definitions: "Stormwater Oversight Committee Of The Village. The ~~environment and public services committee of the board of trustees of the village.~~"

**SECTION 9:** Title 9 (Building Regulations), Chapter 1 (Administrative Provisions), Section 7 (Standards and Conditions Applicable to All Work), Subsections B(4-5) are hereby amended and shall read in its entirety as follows:

**9-1-7: STANDARDS AND CONDITIONS APPLICABLE TO ALL WORK:**

B. Permit Time Limits, Extensions And Exceptions:

4. Hardship Extensions: The permit term plus any applicable administrative exceptions shall not together total in excess of eighteen (18) months except as authorized by a hardship extension pursuant to this subsection or pursuant to a complex project exception as set forth in subsection B5 of this section. Upon receipt of a completed application for a hardship extension, the director of community development shall forward the application to the village's board of

~~trustees zoning and public safety committee~~ for review. Notice of the meeting of the ~~board of trustees zoning and public safety committee~~ at which the application shall be considered shall be provided at least seven (7) days prior to the meeting via certified mail to all taxpayers of record of properties within two hundred fifty feet (250') of the boundary of the property that is subject to the application at the addresses listed with the applicable county treasurer for payment of real estate property taxes on the properties. At the meeting where the application for a hardship extension is considered, the ~~board of trustees zoning and public safety committee~~ shall, after input from the applicant and any other interested parties, determine whether the applicant has demonstrated that a hardship has prevented completion of the permitted project within the eighteen (18) month term of the previous permit and permit extensions. After considering all evidence submitted, the ~~board of trustees committee~~ shall then either ~~recommend approval of the hardship extension, with or without reasonable conditions, or recommend denial. The recommendation of the zoning and public safety committee shall be forwarded to the board of trustees, who shall, after considering the recommendation, either grant a six (6) month hardship extension, with or without reasonable conditions, or deny such request.~~ Fees for a hardship extension shall be fifty percent (50%) of the original base permit fee.

5. Complex Project Permit Term Exception: In those cases where a permit applicant knows in advance of applying for a permit that the scope of work cannot be reasonably completed within a twenty four (24) month period, the applicant may request a complex project permit term exception. Upon receipt of a completed application for a complex project permit term exception the application shall be forwarded to the village's ~~board of trustees zoning and public safety committee~~ for review. At the meeting where the application for a complex project permit term exception is considered, the ~~board of trustees zoning and public safety committee~~ shall, after input from the applicant and any other interested parties, determine whether the applicant has demonstrated that due to the size, scope and complexity of a particular project, the applicant cannot reasonably be expected to complete the project within the usual permit term, regardless of whether extensions are issued. The ~~board of trustees zoning and public safety committee~~ may, upon making such a determination, and upon receipt of a completion schedule furnished by the applicant, approve a longer duration for permits on a case by case basis at two hundred percent (200%) of base fees. Complex project permits may be extended through a hardship extension pursuant to the procedures set forth in subsection B4 of this section.

**SECTION 10:** Title 13 (Telecommunications), Chapter 6 (Fees and Compensation), Section 13 (Distributed Antenna System Application Fee) is hereby amended and shall read in its entirety as follows:

**13-6-13: DISTRIBUTED ANTENNA SYSTEM APPLICATION FEE:**

Applications for installation of each distributed antenna system site that is subject to the ~~board of trustees review and determination zoning and public safety review and recommendation~~ procedures set forth in subsection 7-1G-5D3 of this code shall, to the extent such fee is consistent with applicable state laws, be subject to a onetime application fee of two hundred fifty dollars (\$250.00)

relating to the review, issuance and administration of the application. Applicants are required to pay such fee at the date such application is submitted.

**SECTION 11:** Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**SECTION 12:** Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

**PASSED** this \_\_\_\_ day of \_\_\_\_\_ 2015.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED** by me this \_\_\_\_ day of \_\_\_\_\_, 2015, and attested to by the Village Clerk this same day.

\_\_\_\_\_  
Thomas K. Cauley, Jr., Village President

**ATTEST:**

\_\_\_\_\_  
Christine M. Bruton, Village Clerk

This Ordinance was published by me in pamphlet form on the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Christine M. Bruton, Village Clerk

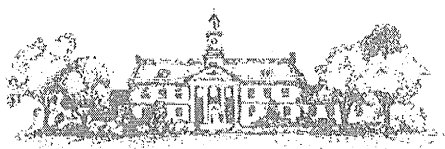
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DATE: January 6, 2014

# **REQUEST FOR BOARD ACTION**

<b>AGENDA</b> <b>SECTION NUMBER</b> First Reading – ACA		<b>ORIGINATING</b> <b>DEPARTMENT</b> Administration		
<b>ITEM</b> Adoption of Meeting Policies and Procedures; and Adoption of Guidelines for Citizens' Petitions, as is Consistent with the Illinois Open Meetings Act; and Adoption of Guidelines for Use of Recording Equipment, as is Consistent with the Illinois Open Meetings Act		<b>APPROVAL</b> Kathleen A. Gargano Village Manager		
<p>In an effort to clarify the Village's meeting policies and procedures, staff is recommending changes to the Village Board and Committee meeting schedule and process. The changes are described in the attached document. Please note that these policies and procedures may be changed from time to time as determined by the Board.</p> <p>Please note that in addition to the updated meeting policies and procedures discussed at the December 16<sup>th</sup>, 2014 Village Board meeting, two items are included which pertain to public comment and the use of recording equipment at public meetings. These policies are not meant to change provisions currently provided for in the Village Code. Staff simply felt that this was an opportunity to memorialize existing Village practice related to these items, as well as to ensure that Village policies are in accordance with the Illinois Open Meetings Act. The applicable sections of the Illinois Open Meetings Act are attached hereto.</p> <p>Should the Board concur with staff's recommendation, the following items will appear on the Consent Agenda at the Village Board of Trustees meeting scheduled for January 20, 2014:</p> <p>MOTION:   <b>To Adopt Meeting Policies and Procedures; and</b></p> <p>MOTION:   <b>To Adopt Guidelines for Citizens' Petitions, as is Consistent with the Illinois Open Meetings Act; and</b></p> <p>MOTION:   <b>To Adopt Guidelines for Use of Recording Equipment, as is Consistent with the Illinois Open Meetings Act</b></p>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				





## MEETING POLICIES & PROCEDURES

### **Regular Meetings:**

The Village Board generally holds two types of regular meetings: Village Board Meetings and Committee of the Whole Meetings. The schedule of these meetings is published prior to the commencement of the first meeting of the year. Such regular meetings shall commence at 7:30 p.m. and be conducted in Memorial Hall of the Memorial Building.

**Village Board Meetings** - The Board of Trustees shall hold regular meetings on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month. Adjustments may be made during July, August and December, when only one meeting is held per month.

**Committee of the Whole Meetings** - The Committee of the Whole will meet on the 2<sup>nd</sup> Monday of the month, as determined by the Village Board at their regular meeting, when the business before them requires further discussion.

Any deviation of the foregoing paragraphs shall be determined by the Board of Trustees and communicated as is consistent with the Illinois Open Meetings Act.

### **Special Meetings:**

Special meetings of the Board of Trustees are those Board meetings held in addition to published regular meetings or when the date or time of a meeting is changed from the original notice of the meeting.

Special meetings may be called by the Village President or any three (3) Trustees upon at least (48) hours' notice to all members and the President. Meeting calls shall be in writing, duly signed and shall be presented to the Village Clerk, who shall proceed immediately to prepare notices of such meeting and shall cause them to be served on the President and members of the Board of Trustees personally, or by mail; such notices shall describe in brief the nature or objects of the special meeting. Provided, that if all of the Trustees are present at a special meeting, no notice of such meeting shall be necessary and such notice shall be deemed waived.

### **Quorum:**

A quorum shall be required to conduct business. Four (4) Trustees or three (3) Trustees and the Village President shall constitute a quorum of the Board of Trustees

### **Executive/Closed Sessions:**

Executive/Closed sessions shall be held in accordance with the Illinois Open Meetings Act 5 ILCS 120/2(c). All Executive/Closed sessions shall be commenced in a public meeting.

### **Agendas:**

The agenda shall be prepared by the Village Clerk at the direction of the Village President and Village Manager. The Village President, any Trustee or member of staff (with Village Manager approval) may have an item placed on the agenda. The item shall be submitted to the Village



Manager and Clerk, and shall be brought forward no later than the Wednesday prior to the Tuesday meeting.

The draft agenda will be prepared and presented to the Village President. Upon his or her approval, the agenda will be posted on the Village's website and distributed to the press on Friday the week before the Tuesday meeting. On occasion, certain items may be transmitted to the Board electronically as they were not complete at the time of distributing the packets. These items will be sent electronically, posted on the website and made available to the Village Board and general public (unless confidential) at the meeting.

**Voting:**

Each member of the Board shall have one vote. The Village President shall not vote on any ordinance, resolution or motion, except: a) where the vote of the Trustees has resulted in a tie; b) where one-half ( $1/2$ ) of the Trustees have voted in favor of an ordinance, resolution or motion even though there is no tie vote; or c) where a vote greater than a majority of the corporate authorities is required by the Illinois municipal code to adopt an ordinance, resolution or motion.

Under Illinois common law, abstention or silence when called upon to vote is generally considered to be a vote with the majority when the votes are tallied. Specific statutory requirements can alter this rule as when, for example, a super-majority is required for action or when a statute specifically requires an "affirmative" vote of members of the corporate authorities.

A roll call vote upon any question shall be taken by the Village Clerk, and the names of the members present and their votes shall be entered in the minutes.

**Minutes:**

Minutes shall be taken by the Village Clerk, or designated individual in the absence of the Clerk, at all meetings of the Village Board of Trustees.

Minutes shall include:

- The type of meeting being conducted, the date, place and time of the meeting
- Notation of presence or absence of Board members and time of arrival or departure if different from time of call to order and adjournment
- Name and title of other Village officials and employees in attendance
- Record of communications presented to the Board
- Record of reports made by Board or other Village personnel
- Time of adjournment; and signature of the person taking the minutes

Minutes shall consist of a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the vote thereon. Minutes shall be approved at the following meeting of the Village Board. Amendments to the minutes shall require Board approval.

## **Village Board Agenda Development Procedure**

The Village President, in consultation with the Committee Chairs, Village Manager and Department Head staff will determine placement of items on the agenda. The following guidelines will be used for agenda development, and a flowchart is attached that depicts the flow of documents through the process.

### **Consent Agenda Items**

Those items being presented on the Consent Agenda are items that have previously had a First Reading of the Village Board. However, the semi-monthly payments of the accounts payable will appear on the Consent Agenda without a first reading, as these are reviewed by a Village Trustee prior to the Village Board voting on this item.

### **First Reading Items**

First Reading agenda items are intended to proceed to the next meeting's Consent Agenda. No discussion will occur on these items unless a Trustee chooses to remove it and ask for discussion. Absent removing the item from the group identified as First Reading items, the item would appear on the Consent Agenda at the next Village Board meeting for final approval.

Items that would typically be included for First Reading would include but are not limited to such matters as:

- Purchases that are in the budget, within budget and under \$500,000
- Tax levy discussions
- Approval of ice rinks that have been approved in prior years (except Burlington Park or a request for a rink in a new location)
- Vacation of alleys where the alley is already green space

### **Board Action/Non-Consent Items**

Board Action items which, due to time considerations or other unexpected occurrences require approval at the Board meeting at which the item first appears on the agenda. In these cases, the Board would waive the rules for a First Reading and the item would be called to a final, binding vote. Action to waive a First Reading would require a 2/3 vote of Board members present at the meeting. This is intended to be the exception.

### **Discussion Items**

Discussion items, at the recommendation of the Board, may be moved to the Consent Agenda of the subsequent meeting or referred to the Committee of the Whole for in-depth discussion. Examples would include:

- Referrals to the Plan Commission
- Any zoning matter
- Items needing approval exceeding \$500,000
- New policy initiatives
- New service delivery

### **Committee of the Whole**

The Committee of the Whole (COW) is an assembly of the Village Board which includes all Trustees of the Village Board. This Committee is a deliberative assembly for the purpose of in-

depth discussion of business matters of particular significance. These matters are referred to the COW at a regular Board meeting. The quorum for the Committee of the Whole will be four (4) Trustees.

In the Village President's absence, the Committee of the Whole will be chaired by the Trustees in alphabetical rotation. For matters referred to the COW, the Committee Chair of the appropriate standing Committee would introduce, and with the appropriate staff member, lead the discussion of the item. The Committee can determine to recommend the matter to the next Board meeting for a formal vote, refer the matter to the Plan Commission or continue the discussion to a future COW.

### **Order of Business for Village Board Meetings**

**Call to Order** – Roll is taken and quorum is established

**Pledge of Allegiance** - The Village President leads the assembly in the Pledge of Allegiance

**Approval of Minutes** - The Village Board approves the minutes that have been prepared and presented from prior meetings. The appropriate motion is to approve the minutes as presented. Board members may make changes to the minutes and the appropriate motion would be approval of the minutes, as amended

**Citizens' Petitions** – First opportunity for public comment pertaining to items appearing on the agenda

**Consent Agenda** – See above

**First Reading** – See above

**Board Agenda/Discussion Items** – See above

**Reports from Advisory Boards and Commissions** – Updates may be provided to the Board

**Department and Staff Reports** – Will most often appear at the 2<sup>nd</sup> Board meeting of the month; Village staff will respond to questions from the Board regarding the content of their respective monthly reports

**Old Business** – The Board may consider items that have previously been discussed

**New Business** – A Trustee or the Village President may introduce a new matter that was not noticed on the agenda. This item may be discussed, but no final action may be taken

**Citizens' Petitions** – Second opportunity for public input pertaining to any Village issue

**Trustee Comments** – Trustees are afforded the opportunity to provide input to other members of the Board, staff and the general public regarding relevant items pertaining to Village business or community events

**Executive/Closed Session** – The citation of the Illinois State Statute, 5 ILCS 120/2(c)(1)/(2)/(3)/(5)/(8)/(11)/(21), by which an Executive/Closed session may be convened

**Adjournment** – Upon completion of all matters before the Board, a motion is made to adjourn the meeting and disburse; or to adjourn the meeting into Executive/Closed session to reconvene or not to reconvene to open session

### **General Rules of Procedure**

The Village President shall preside at all meetings of the Village Board; however, in his or her absence a presiding officer will be determined by a vote of the Trustees as provided for in the Village Code.

- Board members must be recognized by the presiding officer before making motions and speaking.
- A member, once recognized, shall not be interrupted when speaking unless to call him/her to order. If a member, while speaking, be called to order, they shall cease speaking until the question of order is determined, and, if in order, he or she shall be permitted to proceed.
- There is no limit to the number of times a member may speak on a question.
- Motions to close or limit debate may be entertained but shall require a two-thirds vote.

### **Guidelines for Citizens' Petitions (Public Comment)**

The public shall be allowed to speak only during the Citizens' Petition period of the meeting or as invited by the Village President or Chair.

- Speakers must be recognized by the Village President or Chair. Speakers must step to the podium and state their name, address and organization, if any
- Speakers must limit their remarks to five (5) minutes on a given topic
- Board members may, with the permission of the Village President or Chair, interrupt a speaker during their remarks, but only for the purpose of clarification or information
- All remarks shall be addressed to the Board as a body and not to any member thereof
- Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste. Interested parties or their representatives may address the Board by written communications

### **Guidelines for Use of Recording Equipment**

All members of the public and all public officials are allowed to tape or video record public meetings. Recording by the public is not allowed during Executive/Closed sessions.

Any recording should be done in a manner which does not interfere with the meeting. The Village President or meeting chair may make the determination that the recording is being made in an intrusive manner. This determination may be made taking into consideration, but not limited to, brightness of lights, distance of equipment from the deliberations of the Village Board, size of the equipment, and the ability of the public to still participate in the meeting. If the Village President or Chair makes the determination that the recording is intrusive, he or she may request an accommodation to avoid the interference. If not complied with, the individual may be asked to leave the meeting room.

### **Amendments to the Meeting Policies & Procedures**

The foregoing may be amended as needed by a majority vote of the Board.

Approved by the Village Board on \_\_\_\_\_.

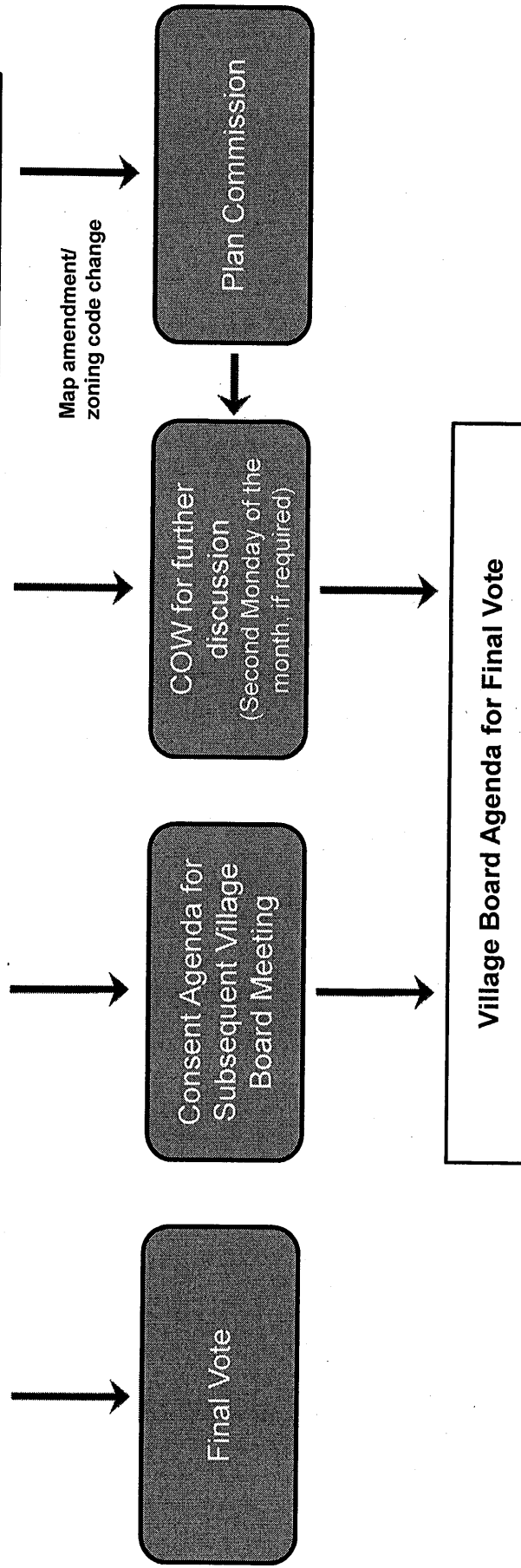
## Path of Items Presented for Village Board Consideration

### Village Board Agenda\*

**Consent Agenda:** Approval of items sent forward from previous Village Board meeting or Committee of the Whole ("COW"), as well as Routine items (e.g., accounts payable)

**First Reading:** New items, which may be sent forward on Consent to the next Village Board meeting or, in some cases, sent to COW for further discussion

**Board Action Items/Non-Consent Agenda:** Items that require Board action, but have not had the benefit of a first reading due to emergency nature or time sensitivity



\*Village Board Agenda also includes Discussion Items, which are intended to provide information to the Board and do not require Board action. (Examples might include the Village pest management program or an initial developer presentation to gauge the level of potential Board support before entering into the formal planning process.) In some cases, these items may appear for First Reading at a subsequent Village Board meeting.

**Excerpts from (5 ILCS 120/) Open Meetings Act**

(5 ILCS 120/2.06) (from Ch. 102, par. 42.06)

**Sec. 2.06. Minutes; right to speak.**

- (a) All public bodies shall keep written minutes of all their meetings, whether open or closed, and a verbatim record of all their closed meetings in the form of an audio or video recording. Minutes shall include, but need not be limited to:
  - (1) the date, time and place of the meeting;
  - (2) the members of the public body recorded as either present or absent and whether the members were physically present or present by means of video or audio conference; and
  - (3) a summary of discussion on all matters proposed, deliberated, or decided, and a record of any votes taken.
- (b) A public body shall approve the minutes of its open meeting within 30 days after that meeting or at the public body's second subsequent regular meeting, whichever is later. The minutes of meetings open to the public shall be available for public inspection within 10 days after the approval of such minutes by the public body. Beginning July 1, 2006, at the time it complies with the other requirements of this subsection, a public body that has a website that the full-time staff of the public body maintains shall post the minutes of a regular meeting of its governing body open to the public on the public body's website within 10 days after the approval of the minutes by the public body. Beginning July 1, 2006, any minutes of meetings open to the public posted on the public body's website shall remain posted on the website for at least 60 days after their initial posting.
- (c) The verbatim record may be destroyed without notification to or the approval of a records commission or the State Archivist under the Local Records Act or the State Records Act no less than 18 months after the completion of the meeting recorded but only after:
  - (1) the public body approves the destruction of a particular recording; and
  - (2) the public body approves minutes of the closed meeting that meet the written minutes requirements of subsection (a) of this Section.
- (d) Each public body shall periodically, but no less than semi-annually, meet to review minutes of all closed meetings. At such meetings a determination shall be made, and reported in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection. The failure of a public body to strictly comply with the semi-annual review of closed session written minutes, whether before or after the effective date of this amendatory Act of the 94th General Assembly, shall not cause the written minutes or related verbatim record to become public or available for inspection in any judicial proceeding, other than a proceeding involving an alleged violation of this Act, if the public body, within 60 days of discovering its failure to strictly comply with the technical requirements of this subsection, reviews the closed session minutes and determines and thereafter reports in open session that either (1) the need for confidentiality still exists as to all or part of the minutes or verbatim record, or (2) that the minutes or recordings or portions thereof no longer require confidential treatment and are available for public inspection.
- (e) Unless the public body has made a determination that the verbatim recording no longer requires confidential treatment or otherwise consents to disclosure, the verbatim record of a meeting closed to the public shall not be open for public inspection or subject to discovery in any administrative or judicial proceeding other than one brought to enforce this Act. In the case of a civil action brought to enforce this Act, the court, if the judge believes such an examination is necessary, must conduct such

in camera examination of the verbatim record as it finds appropriate in order to determine whether there has been a violation of this Act. In the case of a criminal proceeding, the court may conduct an examination in order to determine what portions, if any, must be made available to the parties for use as evidence in the prosecution. Any such initial inspection must be held in camera. If the court determines that a complaint or suit brought for noncompliance under this Act is valid it may, for the purposes of discovery, redact from the minutes of the meeting closed to the public any information deemed to qualify under the attorney-client privilege. The provisions of this subsection do not supersede the privacy or confidentiality provisions of State or federal law.

(f) Minutes of meetings closed to the public shall be available only after the public body determines that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential.

(g) Any person shall be permitted an opportunity to address public officials under the rules established and recorded by the public body.

(Source: P.A. 96-1473, eff. 1-1-11.)

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(5 ILCS 120/2.05) (from Ch. 102, par. 42.05)

Sec. 2.05. Recording meetings. Subject to the provisions of Section 8-701 of the Code of Civil Procedure, any person may record the proceedings at meetings required to be open by this Act by tape, film or other means. The authority holding the meeting shall prescribe reasonable rules to govern the right to make such recordings.

If a witness at any meeting required to be open by this Act which is conducted by a commission, administrative agency or other tribunal, refuses to testify on the grounds that he may not be compelled to testify if any portion of his testimony is to be broadcast or televised or if motion pictures are to be taken of him while he is testifying, the authority holding the meeting shall prohibit such recording during the testimony of the witness. Nothing in this Section shall be construed to extend the right to refuse to testify at any meeting not subject to the provisions of Section 8-701 of the Code of Civil Procedure.

(Source: P.A. 94-1058, eff. 1-1-07.)

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8a

DATE: January 6, 2015

## REQUEST FOR BOARD ACTION

<b>AGENDA</b>		<b>ORIGINATING</b>		
<b>SECTION NUMBER</b> Board Action - EPS		<b>DEPARTMENT</b> Public Services		
<b>ITEM</b> Land Acquisition Resolution Oak Street Bridge Replacement Project		<b>APPROVAL</b> Dan Deeter Village Engineer		

The Local Agency Agreement (LAA) for Federal Participation (for Right-of-Way) for the Oak Street Bridge Replacement Project (IDOT Section 10-00089-00-BR) between the Illinois Department of Transportation and the Village of Hinsdale was approved by the Hinsdale Village Board of Trustees and signed by the Village President on October 7, 2014. The LAA was executed by the Illinois Department of Transportation on November 19, 2014. The LAA allows the Federal Highway Administration and the Village to expend up to \$1,150,000 for additional project Right of Way acquisition and construction easements subject to all of the requirements and controls set forth by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and state policies and procedures.

IDOT formally authorized an IDOT-certified and approved negotiator to begin negotiations on November 11, 2014. The negotiations leading up to the acquisition agreements are being performed in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and state policies and procedures by this IDOT-approved negotiator. Negotiations with the property owners of impacted residential properties have been completed. Negotiations are currently in process with Adventist Hinsdale Hospital.

The State of Illinois requires the Village of Hinsdale to sign and submit proof of payment for each property no later than January 16, 2015 to keep the project on the March 2015 Illinois Department of Transportation (IDOT) letting. (The IDOT letting is an important milestone to allow sufficient construction time for opening the bridge in 2015.) Upon approval of this resolution and completion of the land acquisition negotiations, the Village will issue checks immediately to meet the January 16, 2015 deadline. The Village will contribute up to \$270,000 from the Village's Illinois Department of Economic Opportunity grant which totals \$825,000.

**MOTION: To Approve a Resolution Approving Land Acquisition for the Oak Street Bridge Replacement Project in the Amount Not To Exceed \$1,150,000.00.**

<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING LAND ACQUISITION  
FOR THE OAK STREET BRIDGE REPLACEMENT PROJECT  
IN THE AMOUNT NOT TO EXCEED \$ 1,150,000.00**

**WHEREAS**, the Local Agency Agreement for Federal Participation (for Right-of-Way) for Section 10-00089-00-BR between the Illinois Department of Transportation and the Village of Hinsdale was approved by the Hinsdale Village Board of Trustees, signed by the Village President on October 7, 2014 and the executed by the Illinois Department of Transportation on November 19, 2014;

**WHEREAS**, said authorization commits Federal Highway Administration and the Village to expend up to \$1,150,000 for Right of Way for the Oak Street over BNSF project subject to all of the requirements and controls set forth by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and state policies and procedures as noted in paragraph (1) under "LA AGREES" in the Agreement;

**WHEREAS**, the Board understands that negotiations leading up to these acquisition agreements have been performed in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and state policies and procedures; that the negotiations are being facilitated by a negotiator certified and approved by the Illinois Department of Transportation; that the acquisition agreements are based on

appraisals approved by the Illinois Department of Transportation; and that no other considerations are required or allowed as part of the negotiation process.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

**Section 1. Recital.** The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

**Section 2. Approval of Land Acquisition.** The Land Acquisition is hereby approved in the form attached (Exhibit A) to this Ordinance and by this reference incorporated herein.

**Section 3. Final Determination.** This Resolution shall constitute the written determination required by Section 33E-9 of the Article 33E of the Criminal Code of 1961, as amended and shall be retained in the Contract file as required by said Section.

**Section 4. Execution of Change Order.** The Village Manager is authorized to execute the Land Acquisition Contracts to Purchase on behalf of the Village.

**Section 5. Effective Date.** This resolution shall be in full force and effective from and after its passage and approval.

**PASSED:** this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**AYES:**

**NAYS:**

**ABSENT:**

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

\_\_\_\_\_  
Village President

**ATTEST:**

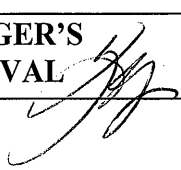
\_\_\_\_\_  
Village Clerk


**EXHIBIT A**  
**TO RESOLUTION NO. \_\_\_\_\_**

<b><u>Parcel No.</u></b>	<b><u>Pin No.</u></b>	<b><u>Address</u></b>	<b><u>Purpose</u></b>
001TE-A&B	09-01-420-017	337 E. Chicago	Construction Easement
0002TE	09-01-420-012	4 N. Oak St.	Construction Easement
0004	09-01-420-011	14 N. Oak St.	Land Acquisition
0006TE-A&B	09-01-416-001	120 N. Oak St.	Construction Easement
0007TE-A,B&C	09-01-417-002	119 N. Oak St.	Land Acquisition & Construction Easement

DATE: January 6, 2015

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>				<b>ORIGINATING</b>
<b>SECTION NUMBER</b> Board Action - EPS				<b>DEPARTMENT</b> Public Services
<b>ITEM</b> Local Agency Agreement for Federal Participation Oak Street Bridge Replacement Project				<b>APPROVAL</b> Dan Deeter Village Engineer
<p>The State of Illinois requires the Village of Hinsdale to sign and submit a Local Agency Agreement (LAA) for Federal Participation by January 16, 2015 to keep the project on the March 2015 Illinois Department of Transportation (IDOT) letting. (The IDOT letting is an important milestone to opening the bridge in 2015.) The attached IDOT Project Program Information (PPI) budgets \$10,125,000 for the construction and construction observation of the Oak Street Bridge Replacement Project.</p> <p><b>MOTION: To Approve the Local Agency Agreement for Federal Participation between the Illinois Department of Transportation and the Village of Hinsdale for the Oak Street Bridge Replacement Project Not To Exceed \$10,125,000 Subject to IDOT Approval.</b></p>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency Village of Hinsdale	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 10-00089-00-BR	Fund Type STP-Br, STU, ICC	ITEP and/or SRTS Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-756-10	BRM-9003(702)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the LA, approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

#### Location

Local Name Oak Street Bridge Route FAU 2999 Length 0.46 mi  
Termini South of Chicago Avenue to north of Walnut Street over the BNSF Railroad

Current Jurisdiction LA TIP Number 08-10-0046 Existing Structure No 022-6550

#### Project Description

Construction and Construction Engineering for the removal of Structure No. 022-6550 and the replacement S.N. 022-6404

#### Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction (STP-Br)	3,055,000	( * )	4,195,000	( *** )	395,000	( )	7,645,000
Participating Construction (STU)	1,205,000	( ** )		( )		( )	1,205,000
Preliminary Engineering		( )		( )		( )	
Construction Engineering	900,000	( * )		( )	225,000	( BAL )	1,125,000
Right of Way		( )		( )		( )	
Railroads	105,000	( ** )	45,000	( *** )		( )	150,000
Utilities		( )		( )		( )	
Materials							
TOTAL	\$ 5,265,000		\$ 4,240,000		\$ 620,000		\$ 10,125,000

\*Maximum FHWA (STP-Br) participation 80% not to exceed \$3,955,000

\*\*Maximum FHWA (STU) participation 70% not to exceed \$1,310,000

\*\*\*Maximum STATE (ICC) participation NTE \$4,240,000; used as Match

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

#### Local Agency Appropriation

By execution of this Agreement, the LA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LA share of project costs. A copy of the resolution or ordinance is attached as an addendum.

#### Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) \_\_\_\_\_  
METHOD B--- Balance Monthly Payments of \_\_\_\_\_ due by the \_\_\_\_\_ of each successive month.  
METHOD C---LA's Share \_\_\_\_\_ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the **LA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LA**, and **STATE** and the **FHWA**, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the **STATE** and **FHWA**, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the **LA** agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the **STATE** for the recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the **LA** will pay to the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the **LA**'s estimated obligation incurred under this Agreement. The **LA** will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) within thirty (30) calendar days of billing in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the **LA** will pay to the **STATE**, a specified amount each month for an estimated period of months, or until 80% of the **LA**'s estimated obligation under the provisions of the Agreement has been paid, and will pay to the **STATE** the remainder of the **LA**'s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LA**'s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C, shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to **LA** on this or any other contract. The **STATE**, at its sole option, upon notice to the **LA**, may place the debt into the the Illinois Comptroller's Offset System (30 ILCS 105/10.05) or take such other and further action as may be required to recover the debt.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the **LA** will repay the **STATE** any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the **LA** will repay the **STATE** any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.



- (25) (Single Audit Requirements) That if the **LA** expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. **LA's** that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the **LA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the **LA** is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/portal/public/SAM/#1>.

#### THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the **LA's** certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the **LA** to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the **LA** for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the **LA** for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the **LA**;
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the **LA**, the **LA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The **LA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved **LA** DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the **STATE's** USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the **STATE** is reimbursing the **LA**, obligations of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application

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**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1- Location Map, Number 2 – Local Appropriation Resolution.

(Insert addendum numbers and titles as applicable)

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The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

**APPROVED**

Local Agency

Thomas K. Cauley, Jr.

\_\_\_\_\_  
Name of Official (Print or Type Name)

Village President

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number is  
36-6005930 conducting business as a Governmental  
Entity.

DUNS Number 069964427

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Erica J. Borggren, Acting Secretary

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Aaron A. Weatherholt, Deputy Director of Highways

\_\_\_\_\_  
Date

\_\_\_\_\_  
Omer Osman, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael A. Forti, Chief Counsel

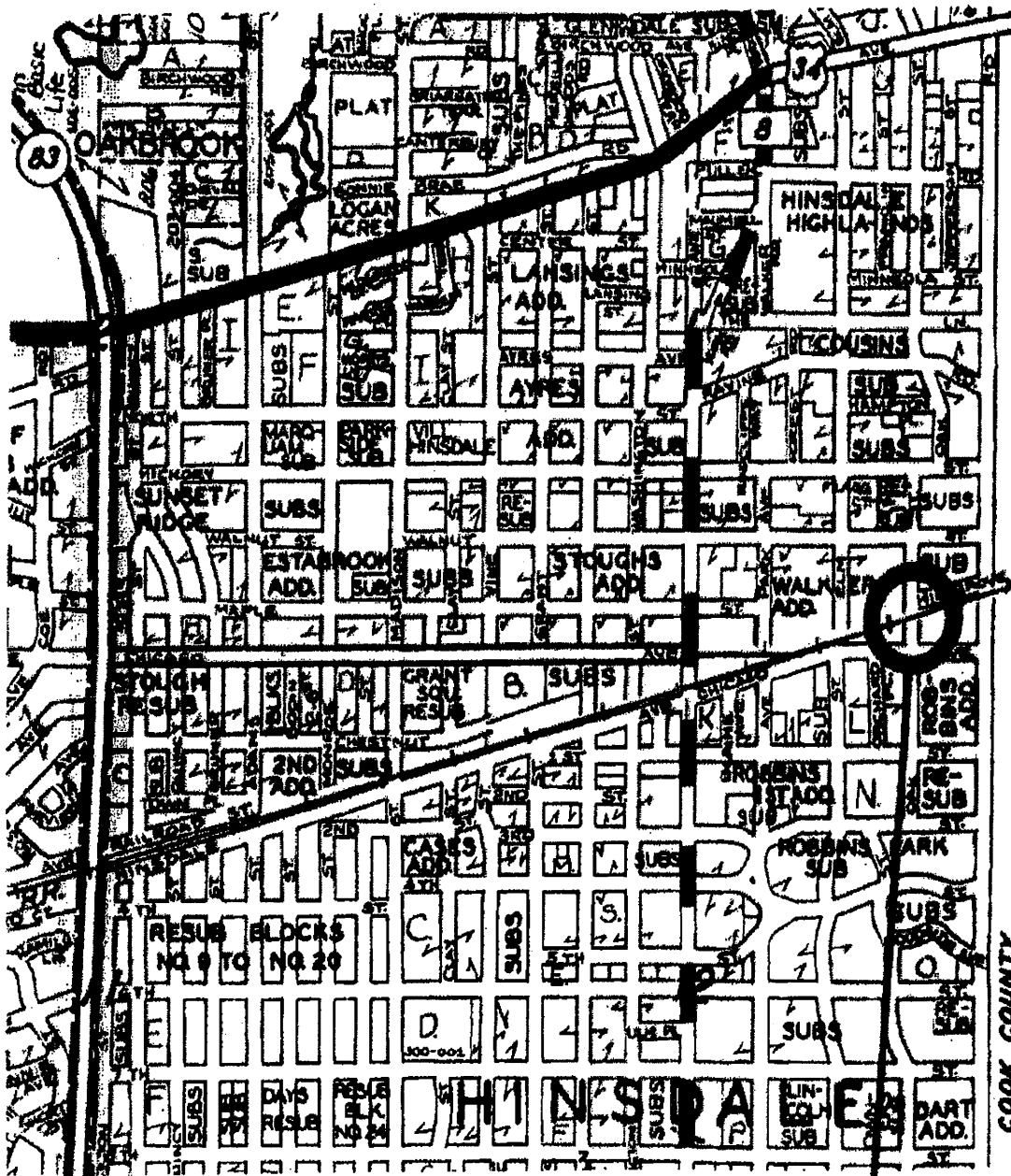
\_\_\_\_\_  
Date

\_\_\_\_\_  
Tony Small, Director of Finance and Administration

\_\_\_\_\_  
Date

**NOTE:** If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDUM A  
LOCATION MAP



PROJECT LOCATION

OAK STREET OVER THE BNSF  
VILLAGE OF HINSDALE  
DUPAGE COUNTY  
SECTION 10-00089-BR



Federally Funded: ☒ Yes ☐ No Amendment/Supplement: # for FY

Funding Type(s)			
Fund	Percent	Fund	Percent
Surface Trans Pgm Bridge (STP-BR-On) >200K	80/20	State (ICC)	100
Surface Trans Pgm Urban (STU)	70/30		

TIP ID Number: 08-10-0046 ITEP Number: HPP Bill Number: SRTS Number:

Project Location(s) & Bridge Information							
Marked Route Designation	Functional Classification	Street Name	List termini west or north limit, followed by the east or south limit. Provide GIS Station in decimal miles <a href="http://www.gettingaroundillinois.com">www.gettingaroundillinois.com</a>				
			from/at	Station 0.00	to	Station 0.00	
9 2999	7-Local Road/Street	Oak Street	Walnut Street	0.1	Chicago Avenue	0.28	
Facility Carried		Facility Crossed	Station 0.00	Existing Structure Number	Proposed Structure Number		
Oak Street		BNSF RR		022-6550	022-6404		

Type(s) of Work: Bridge Rehab/Remvl/Replmt

Select the primary scope of work include secondary and other work types

County: ☐ Kane ☐ Lake ☐ Cook ☐ Regional Council  
☒ DuPage ☐ McHenry ☐ Will ☐ Various Project Length: (miles)

Federal Congressional District(s): 4 Illinois Representative District(s): 47

Local Agency: Village of Hinsdale Local Agency TIN: 36-6005930 DUNS #: 069964427

MFT Section Number: 10-00089-00-BR Target Letting Date: 3/6/2015

Estimate of Const. Cost: \$9,000,000.00 Construction Contract No.: 61B11

Non-Participating Cost: Non-Participating Items:

Project Funding Table									
	State Job Number	Federal Project Number	Federal Fiscal Year	State Fiscal Year	Est. Total Cost	Federal Participation	Local Participation	State Participation*	
<input type="checkbox"/> P	91 -756-10	BRM-9003(699)	2011	2011	\$850,000.00	\$680,000.00	\$170,000.00		
<input type="checkbox"/> D	91 -756-10	BRM-9003(701)	2013	2014	\$799,392.34	\$639,513.80	\$159,878.54		
<input type="checkbox"/> R	91 -025-10	BRM-9003(700)	2014	2014	\$1,150,000.00	\$497,000.00	\$268,000.00	\$385,000.00	
<input checked="" type="checkbox"/> C	91 -756-10	BRM-9003(702)	2015	2015	\$9,000,000.00	\$4,365,000.00	\$395,000.00	\$4,240,000.00	
		Construction Engineering	2015	2015	\$1,125,000.00	\$900,000.00	\$225,000.00		

### Contact / General Information

IDOT MFT Engineer: Marilyn Solomon Marilyn.Solomon@illinois.gov Planning Liaison: Mike Albin, (630) 571-0480  
 Bridge Project PM: Robert Davies Bridge PM Email: rdavies@hrgreen.com  
 Program Administrator: Charles Riddle Administrator Email: Charles.Riddle@illinois.gov  
 Local Agency Contact Name: Dan Deeter, PE  
 Local Agency Email: ddeeter@villageofhinsdale.org Local Agency Phone: 630-789-7039  
 Consultant Company Name: HR Green IDOT Design Engineer:  
 Consultant Company TIN: 42-0927178 Consultant Contact: Akram Chaudhry  
 Consultant Contact Email: achaudhry@hrgreen.com Consultant Phone: 815-759-8310  
 Date Submitted: Date Revised 12/16/2014 Date Completed:

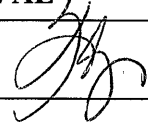
Comments:


STP-BR-On: PE1 \$680,000; PE2 \$639,513.80; ROW \$497,000; CON & CE \$3,955,000;  
 STU: CON \$1,310,000.00  
 STATE FUNDS: ROW \$385,000; CON \$4,240,000 (ICC w/ 60% of project cost)  
 LOCAL: \$395,000.00 (Metra); \$825,000 (DCEO Grant)

8c

DATE: January 6, 2015

## REQUEST FOR BOARD ACTION

<b>AGENDA</b>		<b>ORIGINATING</b>		
<b>SECTION NUMBER</b> Board Action - EPS		<b>DEPARTMENT</b> Public Services		
<b>ITEM</b> Construction Engineering Services Agreement For Federal Participation Oak Street Bridge Replacement Project		<b>APPROVAL</b> Dan Deeter Village Engineer		
<p>As required under the state and federal funding guidelines, the Village has followed the Qualifications Based Selection process for selecting an engineering consultant for the construction observation of the Oak Street Bridge Replacement Project. Per the state and federal guidelines, the Village Staff has:</p> <ul style="list-style-type: none"> <li>Publically advertised for Letters/Statements of Qualifications</li> <li>Developed a Shortlist of three firms out of the six firms who provided Statements</li> <li>Interviewed and ranked the three shortlisted first in the following order: <ul style="list-style-type: none"> <li>HR Green; Bowman, Barrett, &amp; Associates; Cotter Engineering</li> </ul> </li> <li>Negotiated with the highest ranked firm for consulting fees (subject to IDOT review and approval)</li> </ul> <p>Staff recommends HR Green should be awarded the construction observation contract for the following reasons:</p> <ul style="list-style-type: none"> <li>Their broad experience with bridge and infrastructure construction.</li> <li>Their demonstrated familiarity with the needs of all stakeholders including FHWA, IDOT, Village of Hinsdale, Hinsdale residents, BNSF, and Metra.</li> <li>Their intimate familiarity with the Oak Street Bridge Replacement Project. They were part of the engineering team in Phase 1 (Environmental Assessment/Preliminary Engineering) and led Phase 2 (Design).</li> <li>Their demonstrated standards of performance and customer satisfaction in Phase 1 and Phase 2 and other Village projects (notably, the Woodlands Phases 1 and 2).</li> </ul> <p>The State of Illinois requires the Village of Hinsdale to approve, sign and submit the Construction Engineering Services Agreement For Federal Participation by January 16, 2015 to keep the project on the March 2015 Illinois Department of Transportation (IDOT) letting. (The IDOT letting is an important milestone to opening the bridge in 2015.) The IDOT Local Agency Agreement budgets \$1,125,000 for Construction Engineering Services. The Village will contribute \$190,000 from the Village's Illinois Department of Economic Opportunity grant which totals \$825,000.</p> <p><b>MOTION: To Approve the Construction Engineering Services Agreement For Federal Participation for the Oak Street Bridge Replacement Project with HR Green, Inc. in the Amount Not To Exceed \$928,412.65 Subject to IDOT Approval.</b></p>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

Local Agency Village of Hinsdale	LOCAL AGENCY	 <b>Illinois Department of Transportation</b>  <b>Construction Engineering Services Agreement For Federal Participation</b>	CONSULTANT	Consultant HR Green, Inc
County DuPage				Address 323 Alana Drive
Section 10-00089-00-BR				City New Lenox
Project No. BRM-9003(707)				State Illinois
Job No. C-91-756-10				Zip Code 60451
Contact Name/Phone/E-mail Address Mr. Dan Deeter / (630) 789-7039 ddeeter@villageofhinsdale.org				Contact Name/Phone/E-mail Address Scott Creech/815-462-9324 screech@hrgreen.com

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

<b>Regional Engineer</b>	Deputy Director Division of Highways, Regional Engineer, Department of Transportation
<b>Resident Construction Supervisor</b>	Authorized representative of the LA in immediate charge of the engineering details of the PROJECT
<b>In Responsible Charge</b>	A full time LA employee authorized to administer inherently governmental PROJECT activities
<b>Contractor</b>	Company or Companies to which the construction contract was awarded

#### Project Description

Name Oak Street Bridge Route 2999 Length 2465 FT Structure No. 022-6550 (Existing)  
022-6404 (New)  
Termini Chicago Ave and Walnut Street

Description: Phase III Engineering services for the reconstruction of the Oak Street Bridge over the BNSF Railroad in the Village of Hinsdale from Chicago Street to Walnut Street.

#### Agreement Provisions

##### I. THE ENGINEER AGREES,

- To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:

- ☒ a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.
- ☒ b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.
- ☐ c. For soils, to obtain samples and perform testing as noted below.
- ☒ d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.

- ☒ e. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR "Project Procedures Guide" and the policies of the STATE.
  - ☒ f. For Quality Assurance services, provide personnel who have completed the appropriate STATE BMPR QC/QA trained technician classes.
  - ☒ g. Inspect, document and inform the LA employee In Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
  - ☐ h. Geometric control including all construction staking and construction layouts.
  - ☒ i. Quality control of the construction work in progress and the enforcement of the contract provisions in accordance with the STATE Construction Manual.
  - ☒ j. Measurement and computation of pay items.
  - ☒ k. Maintain a daily record of the contractor's activities throughout construction including sufficient information to permit verification of the nature and cost of changes in plans and authorized extra work.
  - ☒ l. Preparation and submission to the LA by the required form and number of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LA and the STATE.
  - ☒ m. Revision of contract drawings to reflect as built conditions.
  - ☒ n. Act as resident construction supervisor and coordinate with the LA employee In Responsible Charge.
2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.
  3. To furnish the services as required herein within twenty-four hours of notification by the LA employee In Responsible Charge.
  4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.
  5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
  6. The ENGINEER shall submit invoices, based on the ENGINEER's progress reports, to the LA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
  7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
  8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER's work and correction of any errors, omissions or ambiguities due to the ENGINEER'S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER's error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.
  9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.
  10. The undersigned certifies neither the ENGINEER nor I have:
    - a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;

- b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and
  - g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
11. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
  12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
  13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.
  14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.
  15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

## II. THE LA AGREES,

1. To furnish a full time LA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
2. To furnish the necessary plans and specifications.
3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.
4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

### Cost Plus Fixed Fee Formulas

- ☒  $FF = 14.5\%[DL + R(DL) + OH(DL) + IHDC]$ , or  
☐  $FF = 14.5\%[(2.3 + R)DL + IHDC]$

Where: DL = Direct Labor  
 IHDC = In House Direct Costs  
 OH = Consultant Firm's Actual Overhead Factor  
 R = Complexity Factor  
 FF=Fixed Fee  
 SBO = Services by Others

Total Compensation = DL +IHDC+OH+FF+SBO

Specific Rate ☐ (Pay per element)

Lump Sum ☐ \_\_\_\_\_



5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

6. The recipient shall not discriminate on the basis on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 776 (Exhibit D) with this AGREEMENT.

### III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER's subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.
2. That all services are to be furnished as required by construction progress and as determined by the LA employee In Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.
3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER's last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER's actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.
5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.

7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 1f of Section I.
8. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
    - (A) abide by the terms of the statement; and
    - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section S of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.

### Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
HR Green, Inc	42-0927178	\$887,375.66
Sub-Consultants:	TIN Number	Agreement Amount
Hitchcock Design Group	36-3059328	\$21,120.99
Interra Inc.	36-4045796	\$19,916.00
	Sub-Consultant Total:	\$41,036.99
	Prime Consultant Total:	\$887,375.66
	Total for all Work:	\$928,412.65

Executed by the LA:

Village of Hinsdale

(Municipality/Township/County)

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Clerk

Title: \_\_\_\_\_

(SEAL)

Executed by the ENGINEER:

HR Green, Inc.

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Sr. Construction Project Manager

Title: Vice-President

Route:	FAU 2999 (Oak Street)
Local	Village of Hinsdale
	(Municipality/Township/County)
Section:	10-00089-00-BR
Project:	BRM-9003(707)
Job No.:	C-91-756-10

**\*Firm's approved rates on file with  
Bureau of Accounting and Auditing:**

Overhead Rate (OH)	174.31	%
Complexity Factor (R)	0.00	
Calendar Days	425	

Fixed Fee 1	<input checked="" type="checkbox"/>	14.5%[DL + R(DL) + OH(DL) + IHDC]
Fixed Fee 2	<input type="checkbox"/>	14.5%[(2.3 + R)DL + IHDC]
Specific Rate	<input type="checkbox"/>	
Lump Sum	<input type="checkbox"/>	

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Printed on 12/18/2014 8:28:56 AM  
BLR 05611 (Rev. 11/21/13)

Name	HR Green, Inc
Address	323 Alana Drive
Telephone	815-462-9324
TIN Number	42-0927178

Local Agency	Village of Hinsdale
Section Number	10-00089-00-BR
Project Number	BRM-9003(707)
Job Number	C-91-756-10

Sub-Consultant Name	TIN Number	Actual Payment from Prime
Hitchcock Design Group	36-3059328	
Interra, Inc.	36-4045796	
	Sub-Consultant Total:	
	Prime Consultant Total:	
	Total for all Work Completed:	

Date \_\_\_\_\_

For information about IDOTs collection and use of confidential information review the department's [Identity Protection Policy](#).

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## AVERAGE HOURLY PROJECT RATES

PRIME/SUPPLEMENT

12/18/14

2

OF 5

[illegible]

**PREPARED BY THE AGREEMENTS UNIT**

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**Exhibit C (Continued)**

**PAYROLL RATES**

FIRM NAME  
PRIME/SUPPLEMENT  
PSB NO.

HR Green

DATE

12/18/14

ESCALATION FACTOR

3.21%

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Practice Leader	\$70.00	\$70.00
Const. Sr. Proj. Manager	\$64.81	\$66.89
Construction Engineer II	\$35.72	\$36.87
Construction Tech II	\$32.50	\$33.54
Accounting Spc. II	\$22.57	\$23.29
Intern	\$15.56	\$16.06
Staff Land Surveyor I	\$31.29	\$32.30
Project Land Surveyor II	\$43.58	\$44.98
Project Director	\$64.07	\$66.13
Marketing Director	\$55.05	\$56.82
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00



## **Exhibit D**

### **HR Green In-House Direct Costs**

Mileage: Project related mileage will be charged (Round Trip between Hinsdale and New Lenox)

50 Miles/Day/Vehicle x 325 Days x 1 Vehicles (RE) x \$0.56/Mile = \$9,100.00

50 Miles/Day/Vehicle x 325 Days x 1 Vehicle (Asst RE) x \$0.56/Mile = \$9,100.00

50 Miles/Day/Vehicle x 61 Days x 1 Vehicle (PM) x \$0.56/Mile = \$1,708.00

50 Miles/Day/Vehicle x 44 Days x 1 Vehicle (Survey) x \$0.56/Mile = \$1,232.00

Total Mileage Cost: = \$21,140.00

### **Outside Services**

QA Material Testing & Inspection (Interra Inc.) (Estimate) = \$19,916.00

Aesthetic Element Continuity and Support (Hitchcock Design Group) = \$21,120.99

Outside Services Total = \$41,036.99



## Interra, Inc.

600 Territorial Drive, Suite G, Bolingbrook, IL 60440 Phone : (630) 754-8700 Fax : (630) 754-8705

### Cost Estimate for Field Testing Services

**Project:** Oak St Bridge  
**City:** Hinsdale, IL

<b>Total Cost Estimate for Field Testing</b>	<b>\$19,916.00</b>
--	--------------------

Item Description	Trips	Hours	Scope of Work	No.	Rate	Cost (\$)
Furnished Excavation	2	8.0	Soils Field Testing	1	96.00	1536.00
Structure Excavation	1	8.0	Soils Field Testing	1	96.00	768.00
Trench Backfill	2	8.0	Aggregate Field Testing	1	96.00	1536.00
PCC Pavement, 8" Jtd	2	8.0	PCC Field Testing	1	96.00	1536.00
PCC Driveway Pavement	1	5.0	PCC Field Testing	1	96.00	480.00
PCC Sidewalk	1	5.0	PCC Field Testing	1	96.00	480.00
Concrete Structures	2	5.0	PCC Field Testing	1	96.00	960.00
Concrete Superstructure (Bridge Deck)	1	8.0	PCC Field Testing	2	96.00	1536.00
Concrete Superstructure (Other)	1	5.0	PCC Field Testing	1	96.00	480.00
Curb & Gutter	2	8.0	PCC Field Testing	1	96.00	1536.00
Patching	1	8.0	HMA Field Testing	1	96.00	768.00
Soil Sample (Proctor, Organic Content, Hydrometer, Limits)				2	600.00	1200.00
HMA Sample (Gmm, Gmb, Extraction & Washed Gradation)				1	650.00	650.00
HMA Cores				10	80.00	800.00
Cylinder Breaks				40	28.00	1120.00
Sample Pick-Up				12	75.00	900.00
Travel Costs (Trip Fee)			Number of Trips	16	65.00	1040.00
QA Manager & Project Management		10.0	Field Issues & Review Reports	1	115.00	1150.00
Reports		16.0		1	90.00	1440.00
	16					\$19,916.00

#### Notes:

- 1 Above mentioned unit rates are applicable for above project until December 2015.
- 2 Night Shift hours will be charged at 1.5 times the above unit rates.
- 3 Saturday hours will be charged at 1.5 times the above unit rates.
- 4 Sunday and Holiday hours will be charged at 2.0 times the above unit rates.
- 5 Show-up time will be charged at 2 Hrs./day upon cancellation of job on the scheduled date.
- 6 Minimum Chargeable time is 4.0 Hrs. on Weekdays and 8.0 Hrs. on Saturdays, Sundays and Hol
- 7 All times are from portal to portal.
- 8 Payment Terms: Net 30 Days from date of invoice.



December 16, 2014  
Village of Hinsdale, Oak Street Bridge  
Page 1

### PHASE 3 – CONSTRUCTION SERVICES

#### A. Administration

*Objective:* HDG will provide Phase III Construction Services on an as-requested basis from March 1, 2015 through December 31, 2015 to interpret and administer the portion of the Contract Documents that we were responsible for documenting.

*Process:* Specifically, following the execution of the Construction Contract between IDOT and the Contractor, HDG will provide the following services upon request by the Resident Engineer:

1. Participate in a pre-construction meeting with Village representatives, the Resident Engineer and Contractor to review:
  - a. Contractor mobilization and logistics
  - b. Temporary measures
  - c. Contractor schedules
  - d. Contractor submittals
  - e. Village, Consultant and Contractor responsibilities
  - f. Communications protocol
  - g. Testing, Submittal, Requests for Information, and Change Order processes
  - h. Payment procedures
  - i. Contract Close-out procedures
2. Review and issue Submittal Review Memoranda for shop drawings, product data, material samples and tests which the Contractor is required to submit, but only for the limited purpose of determining their general conformance with the design concept expressed in the Contract Documents. HDG is entitled to rely on the adequacy of the information provided by other design professionals engaged by the Contractor or independently engaged by the Village to prepare such submittals. HDG's review does not include:
  - a. The accuracy or thoroughness of details such as quantities, dimensions, weights or gauges
  - b. The appropriateness of fabrication or installation processes
  - c. Coordination of the Work, with other trades
  - d. Safety precautions
3. Visit local nurseries with the Contractor to select certain, specified plant materials. Alternatively, the Contractor may choose to have plant materials inspected on-site with the understanding that if rejected, the Contractor will replace them at no additional cost.
4. Observe the Work at intervals appropriate to the stage of construction (up to 10 visits), to become familiarized with the progress and quality of the Contractor's Work and to determine if the Work is proceeding in general conformance with the Contract Documents.
5. Coincidental with periodic observations, participate in progress meetings at the site with the Village, Resident Engineer and the Contractor to review:
  - a. Progress of the Work
  - b. Contractor schedules
  - c. Contractor submittals, requests and proposals
  - d. Other observations and clarifications
6. Respond to Contractor requests for information (upon request by the Resident Engineer) about the Contract Documents, and with reasonable promptness, prepare Supplemental Instructions that interpret, clarify or modify the Contract Documents including supplemental:
  - a. Information
  - b. Drawings
  - c. Special Provisions
7. Review Contractor Change Order requests with reasonable promptness (upon request by the Resident Engineer), including minor changes to the Work that do not impact the Contract Time or Contract Sum or other changes that may impact the Contract Time or Contract Sum including:
  - a. Village initiated changes to the scope of work



- b. Additional work required as a result of the discovery of unknown or concealed site conditions at the time the Construction Contract was executed
- c. Supplemental Instructions

**B. Contract Close-out**

*Objective:* Assist the Resident Engineer to close out the project with the Contractor.

*Process:* Specifically, after the Contractor notifies the Resident Engineer that the Work is substantially complete, HDG will:

1. Review and process the Contractor's request for acceptance of substantially completed Work including:
  - a. Observation of the Work to determine the date of Substantial Completion
  - b. If acceptable, issuance of a recommendation for Substantial Completion
  - c. Review the Contractor's list of remaining Work
  - d. If necessary, preparation of a Punch List of deficient or incomplete Work
2. Review and submit to the Resident Engineer the required submittals to be provided by the Contractor, such as, but not limited to:
  - a. Operating and maintenance manuals
  - b. As-built record drawings
3. Review the Contractor's application for Final Acceptance and review of completed work including:
  - a. Observation of the Work with the Village and Resident Engineer to determine conformance with the Contract Documents and completion of the Punch List
  - b. Issuance of a memorandum of Final Acceptance

**GENERAL PROJECT ADMINISTRATION**

In addition to the services outlined above, HDG will administer the performance of its own work throughout the term of the contract by providing the following services:

**A. Communications**

1. Schedule, create agendas and summarize the highlights of periodic meetings
2. Rehearse, attend and present at public forums identified
3. Collect and disseminate communications from other parties
4. Periodically inform your representative about our progress

**B. Schedules**

1. Create, periodically update and distribute the project schedule
2. Coordinate the activities of our staff

**C. Staffing**

1. Select and assign staff members and consultants to appropriate tasks and services
2. Prepare and administer consultant agreements

**D. File Maintenance**

1. Establish and maintain appropriate correspondence, financial, drawing and data files
2. Obtain appropriate insurance certificates from consultants
3. Maintain appropriate time and expense records

**COST PLUS FIXED FEE**  
**COST ESTIMATE OF CONSULTANT SERVICES**

DATE 12/18/14

**Hitchcock Design Group**

OVERHEAD RATE	1.5923
COMPLEXITY FACTOR	0

PTB  
PRIME/SUPPLEMENT[illegible]

## **Oak Street Bridge – Chicago Ave to Walnut Street Construction Engineering Scope of Work**

Based on the anticipated construction schedule developed during the design phase of the project for the Oak Street Bridge Replacement project between the Chicago Ave and Walnut Street, it is estimated that approximately 425 Calendar Days will be required to complete the project. It is anticipated that the project will be let for bid in early March 2015 with a contract award and execution by late April 2015. Based on the construction contract, the substantial completion date for the project is December 1, 2015, with 10 additional working days after December 1, 2015 to complete any final clean-up, restoration, punchlist, or landscape items. A working day, as defined by the Illinois Department of Transportation (IDOT), is any calendar day between May 1 and November 30, except Saturdays, Sundays, and legal holidays in which the contractor is able to work on the designated controlling item.

Man-hours required for Construction Engineering Services were based on the assumption that full-time monitoring of the project will be required and that the contractor will complete the project within the estimated duration. HR Green will provide the Resident Engineer and Assistant Resident Engineer along with appropriate support staff to complete all project coordination, documentation, inspection, and close-out of the project per Federal, and State (IDOT), and Village of Hinsdale requirements.

Any additional work due to an extended schedule dictated by the contractor's performance or unanticipated work due to changes in site conditions or a significant change in scope of the project shall warrant a contract addendum.

Following is a breakdown of the various tasks associated with the construction engineering services to be provided by HR Green:

### **1. Resident Engineer Duties**

This work will consist of all project related coordination efforts on the part of the Resident Engineer. The Resident Engineer will be responsible for every aspect of the project including; staff coordination (including subconsultants), daily coordination with Village of Hinsdale staff, IDOT, project stakeholders, and the contractor's management regarding project status and issues. The Resident Engineer will initiate change orders for changes in field conditions, develop and recommend contractor Pay Estimates, track all contractor initiated Requests for Information (RFIs) and project specific submittals, and maintain open lines of communication between all parties regarding project status. The Resident Engineer will be the individual responsible for all project related issues and activities. It is anticipated that his responsibilities to the project may include coordination during times when the contractor is not actively working; i.e. early morning, late evening, and during the winter months when the contractor is not on a daily work schedule but still progressing on the project.

### **2. Construction Layout/Field Verification & Record Drawings**

This work will consist of verifying and establishing horizontal and vertical control for the contractor's layout operations; identifying all new Right-of-Way within the project limits; and document existing ground terrain for the use of before and after cross-sections.

Additional hours are included for maintaining and completing a final plan set of record drawings. Maintaining accurate record drawings will be ongoing throughout the course of the project duration by the Assistant Resident Engineer with assistance from the field and survey staff. Upon completion of the

project, one (1) set of 24" x 36" of project plans will be marked with all changes and additions by tagging with clouds or similar easy to read marking in red ink. Furthermore, a CD or flash drive of the scanned record drawings in PDF format will be submitted to the Village of Hinsdale for their files.

**3. Construction Observation**

This work consists of the daily observation of the contractor's activities on-site to ensure general conformance with the approved engineering documents and IDOT specifications. Full-time construction observation services will be required throughout the duration of project when the contractor is actively working on the project. However, staffing levels will be adjusted accordingly throughout the duration of the project to directly correspond with the contractor's work efforts. It is anticipated that the assistant Resident Engineer will coordinate all field staff and also provide construction observation duties as needed throughout the project duration. It is also anticipated that an additional construction observer will be needed during peak construction (June, July, August) or when any major construction event is occurring; i.e. bridge deck pour, etc.

Additionally, Quality Assurance testing of all materials incorporated on the project will be completed by Interra Inc. to fulfill the federal requirement of having independent testing of the contractor's materials to maintain compliance with IDOT specifications.

**4. RE Administration**

Construction Management personnel will provide guidance and consultation to the Resident Engineer as needed throughout the project durations. It is anticipated that two site visits per week will be made by the Project Manager to ensure the project is being administered properly and all staff is equipped appropriately to ensure that observation and documentation is being performed in compliance with Village of Hinsdale, IDOT, and Federal standard procedures. Attendance by HR Green's Project Manager at weekly project meetings is included within this service.

Additionally, prompt and accurate invoicing of the project to the Village of Hinsdale is critical to provide up-to-date accounting to the Village of Hinsdale regarding HR Green's professional service agreement. HR Green's accounting department will provide monthly invoices and budget updates to the Village for Board approval.

**5. Engineer of Record Review and Technical Support**

As engineer of record for the Oak Street Bridge, review of contractor submittals regarding erection plans, demolition plans, and any other contract critical reviews will need to be conducted. The Resident Engineer will work in cooperation with the structural engineers to provide timely review of these elements. Additionally, time is allotted for the Engineer of Record to provide technical support to the Construction Field staff as the project is ongoing.

**6. Aesthetic Element Continuity and Adherence**

The project has many aesthetic and landscape elements that are specific to this project and Hitchcock group will provide technical support to the construction staff regarding all aesthetic elements of the project. This will include, but not limited to, reviewing shop drawings, coordinating with the contractor on allocation of proper material, and providing landscaping expertise to the construction staff as needed.

**7. Website Development and Maintenance**

HR Green proposes to develop and maintain a project website that will provide an avenue to effectively communication with the project stakeholders important information regarding the project progress. This would include traffic changes, progress status, project contact information, and any other pertinent information that is critical to the overall success of the project.



