



REGULAR COUNCIL MEETING AND COMMITTEE OF THE WHOLE AGENDA

**Tuesday, September 22, 2015
7:00 P.M.
City Council Chambers**

****Police Facility Walk Through at 6:00 P.M.****

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. ADDITIONS OR DELETIONS TO THE AGENDA

V. APPROVAL OF MINUTES – CHANGES OR CORRECTIONS

1. Regular Meeting Minutes Of September 8, 2015.

VI. PUBLIC PARTICIPATION

VII. SWEARING-IN OF NEW SERGEANT – DAVID CLARK.

VIII. ACTION ITEMS/CONSENT AGENDA

1. Payment of City Bills: September 22, 2015 In The Amount Of \$888,977.20
2. Treasurer's Report August 2015
3. Personnel & Payroll Report August 2015
4. Approval Of Payout Number One (1): Concorde Sign & Engraving In The Amount of \$7,920.00 For The New Police Facility
5. Approval Of Payout Number One (1): Libertyville Tile & Carpet In The Amount of \$27,672.30 For The New Police Facility
6. Approval Of Payout Number One (1): Libertyville Tile & Carpet In The Amount of \$51,439.50 For The New Police Facility

7. Approval Of Payout Number One (1): LPS Pavement Company In The Amount of \$38,283.75 For The New Police Facility
8. Approval Of Payout Number One (1): Oosterbaan & Sons Co. In The Amount of \$32,086.18 For The New Police Facility
9. Approval Of Payout Number One (1): American Door & Dock In The Amount of \$30,650.40 For The New Police Facility
10. Approval Of Payout Number Two (2): CAD Contract Glazing In The Amount of \$3,600.00 For The New Police Facility
11. Approval Of Payout Number Two (2): Abbey Paving Co. In The Amount of \$984.21 For The New Police Facility
12. Approval Of Payout Number Two (2): Abbey Paving Co. In The Amount of \$46,921.50 For The New Police Facility
13. Approval Of Payout Number Two (2): Carroll Seating Company In The Amount of \$52,200.00 For The New Police Facility
14. Approval Of Payout Number Three (3): Cain Millwork Inc. In The Amount of \$94,423.34 For The New Police Facility
15. Approval Of Payout Number Three (3): Abbey Paving Co. In The Amount of \$22,442.40 For The New Police Facility
16. Approval Of Payout Number Four (4): Triumph Restoration, Inc. In The Amount of \$3,035.70 For The New Police Facility
17. Approval Of Payout Number Five (5): Nelson Fire Protections In The Amount of \$15,885.00 For The New Police Facility
18. Approval Of Payout Number Seven (7): Valley Security Company In The Amount of \$80,901.00 For The New Police Facility
19. Approval Of Payout Number Seven (7): Caliber Construction Company In The Amount of \$46,998.27 For The New Police Facility
20. Approval Of Payout Number Eleven (11): Cameo Electric In The Amount of \$217,724.40 For The New Police Facility
21. Approval of FY 2017 Budget Action Calendar
22. Approval Of Road Salt Purchase With The Illinois Department Of Central Management Services' Joint Purchasing Program For 500 Tons Of Road Salt At \$60.61 Per Ton For The 2015-2016 Winter Season.
23. Ordinance No. 15-56: An Ordinance Amending Chapter 160 Entitled "Plumbing Code" And Chapter 154 Entitled "Fees And Deposits" Of Title XV Entitled "Land Usage" And Amending Chapter 52 Entitled "Water Supply System" Of Title V Entitled "Public Works" Of The Code Of Oakbrook Terrace, Illinois Adopting And Amending The Illinois Plumbing Code
24. Ordinance 15-57: An Ordinance Amending The Provisions Of Title XI (Business Regulations); Chapter 124 (Video Gaming), Subchapter 124.22 (Number Of Licenses) Of The Code Of Oakbrook Terrace To Increase The Maximum Number Of Video Gaming Location Licenses And The Maximum Number Of Video Gaming Terminal Licenses (TK OBT, LLC, D/B/A Tilted Kilt, 17W460 22nd Street)
25. Ordinance No. 15-58: An Ordinance Approving A Site Plan, Granting A Special Use For A Park District Facility, And Granting Variations From The Requirements Of The Zoning Ordinance For The Property Commonly Known As 1S325 Ardmore Avenue In The City Of Oakbrook Terrace, Illinois

26. Resolution 15-14: A Resolution Authorizing And Approving A License Agreement For An Encroachment Of A Certain Improvement Into The Public Right-Of-Way In The City Of Oakbrook Terrace, Illinois (1S325 Ardmore Avenue)

IX. ITEMS REMOVED FROM THE CONSENT AGENDA

X. RECESS TO THE COMMITTEE OF THE WHOLE

XI. MAYOR RAGUCCI

XII. COMMITTEE OF THE WHOLE CONSIDERATIONS

1. Approval of Change Order and Field Order No. 24R – Nelson Fire Protection for Fire Protection (Bid Package 15A)
2. Approval of Change Order and Field Order No. 24R – Builders Concrete Services, LLC. (Bid Package 03A)
3. Approval of Change Order and Field Order No. 24R – Fox Excavating, Inc. for Site Utilities (Bid Package 02C)
4. Approval of Change Order and Field Order No. 24R – All American Exterior Solutions for Roofing Work (Bid Package 07A)
5. Approval of Change Order and Field Order No. 24R – Libertyville Tile & Carpet, LTD. for Soft Flooring Work (Bid Package 09E-09F)
6. Approval of Change Order and Field Order No. 24R – Libertyville Tile & Carpet, LTD. for Ceramic Tile Flooring (Bid Package 09D)
7. Approval of Change Order and Field Order No. 24R – American Door & Dock for Overhead Doors (Bid Package 08B)
8. Approval of Change Order and Field Order No. 24R – Triumph Restoration, Inc. for Sealants (Bid Package 07B)
9. Approval of Change Order and Field Order No. 24R – Oosterbaan & Sons Co. for Painting & Wallcovering (Bid Package 09H)
10. Approval of Change Order and Field Order No. 24R – Valley Security Company for Security Ceilings, Wire Mesh Partitions, Detention Doors & Hardware, Security Electronics (Bid Package 09C, 10F, 11A, 11B)
11. An Ordinance To Approve And Authorize The Execution Of A Contract Between The City Of Oakbrook Terrace, Illinois, And FBG Corporation For The Furnishing And Installation Of New Canopies For City Hall
12. Status Report Payout Number Two (2): Caliber Construction Company

XIII. COUNCIL MEMBER COMMENTS

XIV. CITY ATTORNEY RAMELLO

XV. CITY CLERK SHADLEY

XVI. CITY ADMINISTRATOR MARRERO

XVII. RECONVENE THE CITY COUNCIL MEETING

XVIII. RECESS TO EXECUTIVE SESSION

XIX. EXECUTIVE SESSION

1. Review of Executive Session Minutes

XX. RECONVENE THE CITY COUNCIL MEETING

XXI. OLD BUSINESS

1. Motion To Approve Certain Closed Session Minutes From March 2015.
2. Ordinance No. 15-59: An Ordinance To Approve And Authorize The Execution Of A Contract Between The City Of Oakbrook Terrace, Illinois, And FBG Corporation For The Furnishing And Installation Of New Canopies For City Hall
3. Resolution 15-15: A Resolution To Authorize The Release And Retention Of Certain Executive Session Minutes For Meetings in The Years 1995-2015 Of The City Council Of Oakbrook Terrace, Illinois.
4. Resolution No. 15-16: A Resolution Authorizing The Execution Of A Change Order To The Contract With Nelson Fire Protection For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois
5. Resolution No. 15-17: A Resolution Authorizing The Execution Of A Change Order To the Contract With Builders Concrete Services, LLC. For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois
6. Resolution No. 15-18: A Resolution Authorizing The Execution Of A Change Order To the Contract With Fox Excavating, Inc. For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois
7. Resolution No. 15-19: A Resolution Authorizing The Execution Of A Change Order To the Contract With All American Exterior Solutions For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois
8. Resolution No. 15-20: A Resolution Authorizing The Execution Of A Change Order To the Contract With Libertyville Tile & Carpet, LTD. For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois
9. Resolution No. 15-21: A Resolution Authorizing The Execution Of A Change Order To the Contract With Libertyville Tile & Carpet, LTD. For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois
10. Resolution No. 15-22: A Resolution Authorizing The Execution Of A Change Order To the Contract With American Door & Dock For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois
11. Resolution No. 15-23: A Resolution Authorizing The Execution Of A Change Order To the Contract With Triumph Restoration, Inc. For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois
12. Resolution No. 15-24: A Resolution Authorizing The Execution Of A Change Order To the Contract With Oosterbaan & Sons Co. For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois

13. Resolution No. 15-25: A Resolution Authorizing The Execution Of A Change Order To the Contract With Valley Security Company For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois
14. Approval Of Payout Number Two (2): Caliber Construction Company In The Amount of \$27,313.20 For The New Police Facility

ADJOURN

In compliance with the American with Disabilities Act and other applicable Federal and State laws, the City of Oakbrook Terrace meetings will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the Executive Offices at 17W275 Butterfield Road, Oakbrook Terrace, Illinois 60181, or call (630) 941-8300 in advance of the meeting to inform them of their anticipated attendance.



**Memorandum for the Regular City Council Meeting and
Committee of the Whole for
Tuesday, September 22, 2015 at 7:00 PM**

****Police Facility Walk Through at 6:00 P.M.****

REGULAR COUNCIL MEETING AGENDA

- I. CALL TO ORDER – Mayor Ragucci**
- II. ROLL CALL – City Clerk Shadley**
- III. PLEDGE OF ALLEGIANCE**
- IV. ADDITIONS OR DELETIONS TO AGENDA**
- V. APPROVAL OF MINUTES - CHANGES – CORRECTIONS**
 1. Regular Meeting Minutes Of September 8, 2015.
- VI. PUBLIC PARTICIPATION**
- VII. SWEARING-IN OF NEW SERGEANT – DAVID CLARK**
- VIII. ACTION ITEMS/CONSENT AGENDA**
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The Mayor asks the City Council members if they would like to remove any item(s) from the Consent Agenda. The Mayor also asks the City Attorney if any items should be removed from the Consent Agenda by the Council because they are not ready or new information is available.

RECOMMENDED MOTION: I move to approve all of the items contained on the consent agenda for September 22, 2015 (*as presented*) or (*as amended*). (Roll Call Vote, Mayor's Vote Not Called).

❖ **EXPLANATION OF ITEMS ON THE CONSENT AGENDA (*For Council Only*)**

IX. ITEMS REMOVED FROM THE CONSENT AGENDA

X. RECESS TO THE COMMITTEE OF THE WHOLE

XI. MAYOR RAGUCCI

XII. COMMITTEE OF THE WHOLE CONSIDERATIONS

1. Approval of Change Order and Field Order No. 24R – Nelson Fire Protection for Fire Protection (Bid Package 15A)

Please review the draft resolution and change order prepared by the City Administrator. Considering the City Council eliminated the remodeling of City Hall, the cost to perform fire protection work for the City Hall needs to be deducted from the original contract via a change order.

Recommended Action: If the change order is acceptable to the Council as presented, then this item will be placed for approval at the reconvened meeting.

Goal & Objective: Oversee the Completion Of The New Police Station and City Hall Renovation

2. Approval of Change Order and Field Order No. 24R – Builders Concrete Services, LLC. (Bid Package 03A)

Please review the draft resolution and change order prepared by the City Administrator. Considering the City Council eliminated the remodeling of City Hall, the cost to perform building concrete work for the City Hall needs to be deducted from the original contract via a change order.

Recommended Action: If the change order is acceptable to the Council as presented, then this item will be placed for approval at the reconvened meeting.

Goal & Objective: Oversee the Completion Of The New Police Station and City Hall Renovation

3. Approval of Change Order and Field Order No. 24R – Fox Excavating, Inc. for Site Utilities (Bid Package 02C)

Please review the draft resolution and change order prepared by the City Administrator. Considering the City Council eliminated the remodeling of City Hall, the cost to perform site utility work for the City Hall needs to be deducted from the original contract via a change order.

Recommended Action: If the change order is acceptable to the Council as presented, then this item will be placed for approval at the reconvened meeting.

Goal & Objective: Oversee the Completion Of The New Police Station and City Hall Renovation

4. Approval of Change Order and Field Order No. 24R – All American Exterior Solutions for Roofing Work (Bid Package 07A)

Please review the draft resolution and change order prepared by the City Administrator. Considering the City Council eliminated the remodeling of City Hall, the cost to perform roofing work for the City Hall needs to be deducted from the original contract via a change order.

Recommended Action: If the change order is acceptable to the Council as presented, then this item will be placed for approval at the reconvened meeting.

Goal & Objective: Oversee the Completion Of The New Police Station and City Hall Renovation

5. Approval of Change Order and Field Order No. 24R – Libertyville Tile & Carpet, LTD. for Soft Flooring Work (Bid Package 09E-09F)

Please review the draft resolution and change order prepared by the City Administrator. Considering the City Council eliminated the remodeling of City Hall, the cost to perform soft flooring work for the City Hall needs to be deducted from the original contract via a change order.

Recommended Action: If the change order is acceptable to the Council as presented, then this item will be placed for approval at the reconvened meeting.

Goal & Objective: Oversee the Completion Of The New Police Station and City Hall Renovation

6. Approval of Change Order and Field Order No. 24R – Libertyville Tile & Carpet, LTD. for Ceramic Tile Flooring (Bid Package 09D)

Please review the draft resolution and change order prepared by the City Administrator. Considering the City Council eliminated the remodeling of City Hall, the cost to perform ceramic tiling work for the City Hall needs to be deducted from the original contract via a change order.

Recommended Action: If the change order is acceptable to the Council as presented, then this item will be placed for approval at the reconvened meeting.

Goal & Objective: Oversee the Completion Of The New Police Station and City Hall Renovation

7. Approval of Change Order and Field Order No. 24R – American Door & Dock for Overhead Doors (Bid Package 08B)

Please review the draft resolution and change order prepared by the City Administrator. Considering the City Council eliminated the remodeling of City Hall, the cost to perform overhead door work for the City Hall needs to be deducted from the original contract via a change order.

Recommended Action: If the change order is acceptable to the Council as presented, then this item will be placed for approval at the reconvened meeting.

Goal & Objective: Oversee the Completion Of The New Police Station and City Hall Renovation

8. Approval of Change Order and Field Order No. 24R – Triumph Restoration, Inc. for Sealants (Bid Package 07B)

Please review the draft resolution and change order prepared by the City Administrator. Considering the City Council eliminated the remodeling of City Hall, the cost to perform sealant work for the City Hall needs to be deducted from the original contract via a change order.

Recommended Action: If the change order is acceptable to the Council as presented, then this item will be placed for approval at the reconvened meeting.

Goal & Objective: Oversee the Completion Of The New Police Station and City Hall Renovation

9. Approval of Change Order and Field Order No. 24R – Oosterbaan & Sons Co. for Painting & Wallcovering (Bid Package 09H)

Please review the draft resolution and change order prepared by the City Administrator. Considering the City Council eliminated the remodeling of City Hall, the cost to perform painting and wallcovering work for the City Hall needs to be deducted from the original contract via a change order.

Recommended Action: If the change order is acceptable to the Council as presented, then this item will be placed for approval at the reconvened meeting.

Goal & Objective: Oversee the Completion Of The New Police Station and City Hall Renovation

10. Approval of Change Order and Field Order No. 24R – Valley Security Company for Security Ceilings, Wire Mesh Partitions, Detention Doors & Hardware, Security Electronics (Bid Package 09C, 10F, 11A, 11B)

Please review the draft resolution and change order prepared by the City Administrator. Considering the City Council eliminated the remodeling of City Hall, the cost to perform detention work for the City Hall needs to be deducted from the original contract via a change order.

Recommended Action: If the change order is acceptable to the Council as presented, then this item will be placed for approval at the reconvened meeting.

Goal & Objective: Oversee the Completion Of The New Police Station and City Hall Renovation

11. An Ordinance To Approve And Authorize The Execution Of A Contract Between The City Of Oakbrook Terrace, Illinois, And FBG Corporation For The Furnishing And Installation Of New Canopies For City Hall

Included in your packets is a draft ordinance created by the City Administrator to authorize the execution of a trade contract to FBG Corporation for the furnishing of new canopies for City Hall. Both canopies at the south end of the building are in poor condition and require immediate replacement.

Recommended Action: If the Council concurs with the draft ordinance as presented, then the ordinance should be approved during the reconvened meeting.

Goal & Objective: Oversee The Completion Of The New Police Station And City Hall Renovation.

12. Status Report Payout Number Two (2): Caliber Construction Company

Please review the contractor's application for payment number two (2) in the amount of \$27,313.20 for the acoustical ceiling work performed for the month of August, 2015.

The payment applications have been approved by Harbour Contractor's and Williams Architects.

Recommended Action: If the payout is acceptable to the Council as presented, then this item will should be approved during the reconvened meeting.

Goal & Objective: Oversee The Completion Of The New Police Station And City Hall Renovation.

XIII. COUNCIL MEMBERS COMMENTS

During this portion of the meeting, the Council members can bring up items that are of concern to them in order that they can be placed on a future agenda for discussion.

XIV. CITY ATTORNEY RAMELLO

XV. CITY CLERK SHADLEY

XVI. CITY ADMINISTRATOR MARRERO

XVII. RECONVENE THE CITY COUNCIL MEETING

XVIII. RECESS TO EXECUTIVE SESSION

XIX. EXECUTIVE SESSION

1. Review of Executive Session Minutes

The Executive Session Minutes for March 2015 need to be approved through a motion during the Executive Session. The following motion should be stated during the Executive Session.

RECOMMENDED MOTION: I Move To Adopt The Executive Session Minutes from March 2015 For The City Of Oakbrook Terrace, Illinois.

XX. RECONVENE THE CITY COUNCIL MEETING

XXI. OLD BUSINESS

1. Motion To Approve Certain Closed Session Minutes From March 2015.
2. Ordinance No. 15-59: An Ordinance To Approve And Authorize The Execution Of A Contract Between The City Of Oakbrook Terrace, Illinois, And FBG Corporation For The Furnishing And Installation Of New Canopies For City Hall
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7. Resolution No. 15-19: A Resolution Authorizing The Execution Of A Change Order To the Contract With All American Exterior Solutions For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois
8. Resolution No. 15-20: A Resolution Authorizing The Execution Of A Change Order To the Contract With Libertyville Tile & Carpet, LTD. For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois
9. Resolution No. 15-21: A Resolution Authorizing The Execution Of A Change Order To the Contract With Libertyville Tile & Carpet, LTD. For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois
10. Resolution No. 15-22: A Resolution Authorizing The Execution Of A Change Order To the Contract With American Door & Dock For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois
11. Resolution No. 15-23: A Resolution Authorizing The Execution Of A Change Order To the Contract With Triumph Restoration, Inc. For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois
12. Resolution No. 15-24: A Resolution Authorizing The Execution Of A Change Order To the Contract With Oosterbaan & Sons Co. For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois

13. Resolution No. 15-25: A Resolution Authorizing The Execution Of A Change Order To the Contract With Valley Security Company For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois
14. Approval Of Payout Number Two (2): Caliber Construction Company In The Amount of \$27,313.20 For The New Police Facility

ADJOURN

**CITY OF OAKBROOK TERRACE
MINUTES OF THE REGULAR CITY COUNCIL AND
COMMITTEE OF THE WHOLE MEETING
TUESDAY, SEPTEMBER 8, 2015**

I. CALL TO ORDER

The Mayor called the September 8, 2015, Regular and Committee of the Whole Meeting of the City Council to order at 7:00 P.M.

II. ROLL CALL

Roll call indicated the following Aldermen were in attendance:

Present: Esposito, Greco, Przychodni, Thomas, Vlach, and Mayor Ragucci
Absent: Swartz

Also in attendance were City Administrator A. Marrero, City Clerk M. Shadley, Building and Zoning Administrator M. Dragan, Assistant to the Mayor and Administrator M. Sarallo and City Attorney R. Ramello.

III. PLEDGE OF ALLEGIANCE

The Mayor led everyone in the Pledge of Allegiance.

IV. ADDITIONS OR DELETIONS TO THE AGENDA

None.

V. APPROVAL OF MINUTES – CHANGES OR CORRECTIONS

1. Regular Meeting Minutes Of August 25, 2015.

Motion to approve the minutes of the August 25, 2015 Regular City Council and Committee of the Whole as presented was made by Alderman Thomas and seconded by Alderman Vlach.

**Ayes: Esposito, Greco, Przychodni, Thomas, and Vlach
Nays: None**

Motion passed.

VI. PUBLIC PARTICIPATION

None.

VII. ACTION ITEMS/CONSENT AGENDA

1. Payment of City Bills: September 8, 2015 In The Amount Of \$105,097.94

**CITY OF OAKBROOK TERRACE
MINUTES OF THE REGULAR CITY COUNCIL AND
COMMITTEE OF THE WHOLE MEETING
TUESDAY, SEPTEMBER 8, 2015**

2. Resolution No 15-9: A Resolution To Adopt The Annual 1,000 Hour Standard For IMRF Participation.
3. Resolution No 15-10: A Resolution Relating To Participation By Elected Officials In The Illinois Municipal Retirement Fund.
4. Resolution No 15-11: A Resolution Relating To Termination Of Participation By Elected Officials In The Illinois Municipal Retirement Fund.

Motion to approve all the items contained on the Consent Agenda for September 8, 2015 as presented was made by Alderman Przychodni and seconded by Alderman Greco.

**Ayes: Esposito, Greco, Przychodni, Thomas, and Vlach
Nays: None**

Motion passed.

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

None.

IX. RECESS TO THE COMMITTEE OF THE WHOLE

Motion to recess to the Committee of the Whole portion of this meeting was made by Alderman Greco and seconded by Alderman Vlach.

**Ayes: Esposito, Greco, Przychodni, Thomas, and Vlach
Nays: None**

Motion passed.

X. MAYOR RAGUCCI

None.

XI. COMMITTEE OF THE WHOLE CONSIDERATIONS

1. Request For Redevelopment At The North-East Corner Of Roosevelt & Euclid

Ragucci referenced the letter from Buck's Incorporated indicating their intent to purchase the land at the North-East corner of Roosevelt and Euclid Roads, where currently a car dealership and luggage repair shop reside. Ragucci noted Buck's is developing similar properties in Crystal Lake, Wheaton, and Glendale Heights. Ragucci stated the proposed development would include fuel stations, a convenience store which would sell liquor, and a car wash.

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MINUTES OF THE REGULAR CITY COUNCIL AND
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TUESDAY, SEPTEMBER 8, 2015**

Ragucci explained the proposed location actually lies within a portion of Oakbrook Terrace and Villa Park. Ragucci indicated the developer is proposing Villa Park provide the utilities to the building since the City has no utilities in the area. Ragucci stated Buck's Incorporated is requesting the City work with Villa Park on an intergovernmental agreement so that the property can be redeveloped. Ragucci indicated Buck's Incorporated has until the end of December or they will cancel their purchase of the property.

Richard McMahon with Buck's Incorporated said the proposed development lies within the jurisdiction of two (2) municipalities namely Oakbrook Terrace and Villa Park. McMahon requested Villa Park and Oakbrook Terrace execute an intergovernmental agreement. McMahon noted Villa Park can provide all utilities in the area including water, sanitary sewer, and storm sewer. McMahon stated a sales tax parity provision would need to be included in the agreement, so the gas station could compete with Thornton's. McMahon also requested a liquor license to sell beer and wine.

McMahon referenced an intergovernmental agreement between Buffalo Grove and Wheeling where the gas station resided in both municipalities. Dragan stated this agreement is on file in Building and Zoning if the Council wishes to take a look. Dragan stated Villa Park will most likely not be willing to disconnect and the City could explore a possible land exchange with Villa Park or a sales tax sharing agreement.

Esposito asked how we can work with Villa Park. Ramello replied a possible sales tax sharing agreement or land exchange. Greco said he would like to do everything he can to improve the site and asked if there are similar agreements in place. Dragan replied the City has done a land exchange with Villa Park in the past, but there are no similar agreements in place at this point.

Dragan asked for consideration that staff meet with Villa Park and then report back to the Council with a summary of the meeting. Dragan noted the development would eventually require a public hearing. Vlach said he favors the project and is anxious to see redevelopment at the property. Vlach added splitting the revenue would be fair. Thomas asked what Villa Park's position is. McMahon replied Villa Park would like to provide utilities to the site. McMahon said a deal between the two (2) entities would need to be in place by December 26, 2015.

Ragucci said he hates to give up the property and the City can look into how much it would cost to connect to our water system. Ragucci said the City's land is more valuable than Villa Park's because it is along Roosevelt Road. Ragucci said the sales tax parity provision may be difficult because the City's sales tax rate is 8.25%, while Villa Park's 7.75%. Ragucci said he is willing to speak with Villa

**CITY OF OAKBROOK TERRACE
MINUTES OF THE REGULAR CITY COUNCIL AND
COMMITTEE OF THE WHOLE MEETING
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Park and see how they feel about the redevelopment. Ragucci said the proposed redevelopment is a great project. Ragucci said left turns will not be allowed out of the property next year due to some improvements along Roosevelt Road. Ragucci said the City will expedite this and get back to McMahon.

2. An Ordinance Approving A Site Plan, Granting A Special Use For Park District Facility, And Granting Variations From The Requirements Of The Zoning Ordinance For The Property Commonly Know As 1S325 Ardmore Avenue In The City Of Oakbrook Terrace, Illinois

Dragan stated the proposed ordinance is for a specific site plan granting a special use and variations for the Oakbrook Terrace Park District Heritage Park property.

The Council concurred to place this on the next consent agenda.

3. A Resolution Authorizing And Approving A License Agreement For An Encroachment Of A Certain Improvement Into The Public Right-Of Way In The City Of Oakbrook Terrace, Illinois (1S325 Ardmore Avenue)

Dragan stated the proposed resolution is for a license agreement allowing an encroachment on the City's right-of-way (ROW) for the existing monument sign to remain as is.

The Council concurred to place this on the next consent agenda.

4. Plumbing Code Amendment

Ramello referenced the proposed ordinance which replaces the City's current plumbing code with the Illinois Plumbing Code. Ramello asked this not be placed on the consent agenda until he hears back from the Illinois Department of Health.

The Council concurred to place this on an upcoming consent agenda contingent upon the City Attorney's go-ahead.

5. Approval Of A Video Gaming Location License And Increasing The Number of Video Gaming Terminal Licenses - Tilted Kilt 17W460 22nd Street, Oakbrook Terrace, Illinois

Ragucci noted Tilted Kilt is requesting a video gaming location license along with five (5) video gaming machines, bringing the City's total machines to 43.

The Council concurred to place this on the next consent agenda.

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6. Review Of Road Salt Purchase For 2015-2016

Ragucci stated this year's per ton price of \$60.61 represented a 26.5% decrease from last year's price of \$82.41, which will save the City about \$10,900. Marrero stated she was glad to see the decrease in road salt prices this year.

The Council concurred to place this on the next consent agenda.

7. Proposed FY 2017 Budget Action Calendar

Marrero indicated every year around this time the Budget Action Calendar is determined. Marrero asked the Council to review the budget meeting dates in March and let her know if these work for them.

The Council concurred to place this on the next consent agenda.

8. Approval of Change Order and Field Order No. 24R – J. Hassert Landscaping Inc. for Landscaping & Site Furnishings (Bid Package 02G)

Marrero indicated the proposed change order removed the City Hall portion and added some landscaping.

The Council concurred to approve the change order during the reconvened meeting.

9. Approval of Change Order and Field Order No. 24R – Cameo Electric, Inc. For Electrical & Fire Alarm, Voice & Data Systems, Sound/Video Systems (Bid Package 16A, 16B, 16C)

Marrero indicated the proposed change order removed the City Hall portion and added some parking lot lights and fixtures.

The Council concurred to approve the change order during the reconvened meeting.

10. Status Report Payout Number One (1): Concorde Sign & Engraving

The Council concurred to place payment number one (1) in the amount of \$7,920 to Concorde Sign & Engraving on the next consent agenda.

11. Status Report Payout Number One (1): Libertyville Tile and Carpet

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The Council concurred to place payment number one (1) in the amount of \$27,672.30 to Libertyville Tile and Carpet on the next consent agenda.

12. Status Report Payout Number One (1): Libertyville Tile and Carpet

The Council concurred to place payment number one (1) in the amount of \$51,439.50 to Libertyville Tile and Carpet on the next consent agenda.

13. Status Report Payout Number One (1): LPS Pavement Company

The Council concurred to place payment number one (1) in the amount of \$38,283.75 to LPS Pavement Company on the next consent agenda.

14. Status Report Payout Number One (1): Oosterbaan & Sons Co.

The Council concurred to place payment number one (1) in the amount of \$32,086.18 to Oosterbaan & Sons Co. on the next consent agenda.

15. Status Report Payout Number One (1): American Door & Dock

The Council concurred to place payment number one (1) in the amount of \$30,650.40 to American Door & Dock on the next consent agenda.

16. Status Report Payout Number Two (2): CAD Contract Glazing

The Council concurred to place payment number two (2) in the amount of \$3,600 to CAD Contract Glazing on the next consent agenda.

17. Status Report Payout Number Two (2): Abbey Paving Co. Inc.

The Council concurred to place payment number two (2) in the amount of \$984.21 to Abbey Paving Co. Inc. on the next consent agenda.

18. Status Report Payout Number Two (2): Abbey Paving Co. Inc.

The Council concurred to place payment number two (2) in the amount of \$46,921.50 to Abbey Paving Co. Inc. on the next consent agenda.

19. Status Report Payout Number Two (2): Carroll Seating Company

The Council concurred to place payment number two (2) in the amount of \$52,200 to Carroll Seating Company on the next consent agenda.

20. Status Report Payout Number Three (3): Cain Millwork, Inc.

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The Council concurred to place payment number three (3) in the amount of \$94,423.34 to Cain Millwork, Inc. on the next consent agenda.

21. Status Report Payout Number Three (3): Abbey Paving Co. Inc.

The Council concurred to place payment number three (3) in the amount of \$22,442.40 to Abbey Paving Co. Inc. on the next consent agenda.

22. Status Report Payout Number Four (4): Triumph Restoration, Inc.

The Council concurred to place payment number four (4) in the amount of \$3,035.70 to Triumph Restoration, Inc. on the next consent agenda.

23. Status Report Payout Number Five (5): Nelson Fire Protection

The Council concurred to place payment number five (5) in the amount of \$15,885 to Nelson Fire Protection on the next consent agenda.

24. Status Report Payout Number Seven (7): Valley Security Company

The Council concurred to place payment number seven (7) in the amount of \$80,901 to Valley Security Company on the next consent agenda.

25. Status Report Payout Number Seven (7): Caliber Construction Company

The Council concurred to place payment number seven (7) in the amount of \$46,998.27 to Caliber Construction Company on the next consent agenda.

26. Status Report Payout Number Eleven (11): Cameo Electric

The Council concurred to place payment number eleven (11) in the amount of \$217,724.40 to Cameo Electric on the next consent agenda.

XII. COUNCIL MEMBER COMMENTS

Ragucci indicated the ribbon cutting for the new Police Station will take place on Monday, October 12, 2015. The Council will also do a walk through of the new Police Station on Tuesday, September 22, 2015 prior to the meeting.

Greco asked about plowing the new permeable paver lot at the Police Station. Sarallo replied Ward is looking into purchasing some rubber edged blades and a sweeper attachment to maintain the integrity of the pavers.

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Vlach asked when the rental properties will be discussed. Ragucci said in November after we move into the new Police Station and we can hold the City Council meetings there. Vlach suggested Mark Collins, the City's Code Enforcement Officer, attend the meeting.

XIII. CITY ATTORNEY RAMELLO

None.

XIV. CITY CLERK SHADLEY

None.

XV. CITY ADMINISTRATOR MARRERO

XVI. RECONVENE THE CITY COUNCIL MEETING

Motion to reconvene the City Council meeting was made by Alderman Przychodni and seconded by Alderman Esposito.

Ayes: Esposito, Greco, Przychodni, Thomas, and Vlach

Nays: None

Motion passed.

XVII. OLD BUSINESS

1. Resolution No. 15-12: A Resolution Authorizing The Execution Of A Change Order To The Contract With J. Hassert Landscaping, Inc. For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois

Motion To Approve Resolution No. 15-12: A Resolution Authorizing The Execution Of A Change Order To The Contract With J. Hassert Landscaping, Inc. For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois was made by Alderman Thomas and seconded by Alderman Vlach.

Ayes: Esposito, Greco, Przychodni, Thomas, and Vlach

Nays: None

Motion passed.

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2. Resolution No. 15-13: A Resolution Authorizing The Execution Of A Change Order To the Contract With Cameo Electrical, Inc. For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois

Resolution No. 15-13: A Resolution Authorizing The Execution Of A Change Order To the Contract With Cameo Electrical, Inc. For The New Police Facility Project For The City Of Oakbrook Terrace, Illinois was made by Alderman Greco and seconded by Alderman Esposito.

**Ayes: Esposito, Greco, Przychodni, Thomas, and Vlach
Nays: None**

Motion passed.

ADJOURN

Motion to adjourn was made by Alderman Vlach and seconded by Alderman Przychodni at 8:05PM.

Motion carried unanimously.

Submitted,

Aileen Haslett
Recording Secretary

CITY OF OAKBROOK TERRACE
Bills Payable Summary Report for September 22, 2015

Corporate Fund (01)		
Check Run	\$	19,446.87
Manual Check		
Corporate Fund Total	\$	19,446.87
Impact Donation Fund (02)		
Check Run	\$	-
Manual Check	\$	-
Impact Donation Fund Total	\$	-
Water Fund (03)		
Check Run	\$	55,841.63
Manual Check		
Water Fund Total	\$	55,841.63
SSA Debt Service Fund (04)		
Check Run	\$	-
Manual Check	\$	-
SSA Debt Service Fund Total	\$	-
Motor Fuel Tax Fund (05)		
Check Run		
Manual Check	\$	-
Motor Fuel Tax Fund Total	\$	-
2010 Debt Service Business District (08)		
Check Run	\$	-
Manual Check	\$	-
2010 Debt Service Business District (08)	\$	-
Capital Improvement Fund (09)		
Check Run	\$	813,688.70
Manual Check		
Capital Improvement Fund Total	\$	813,688.70
2012 Debt Service Business District (12)		
Check Run	\$	-
Manual Check	\$	-
2012 Debt Service Business District (12)	\$	-
Total Bills Payable	\$	888,977.20

Accounts Payable

Computer Check Proof List by Vendor

User: dsheildon
 Printed: 09/18/2015 - 10:53AM
 Batch: 00002.09.2015



CITY OF OAKBROOK TERRACE
 174275 BUTTERFIELD ROAD
 OAKBROOK TERRACE, IL 60181
 630-941-8300

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: Abbey	Abbey Paving & Sealcoating Co., Inc.			Check Sequence: 1	ACH Enabled: False
	Payout #2 General Site Maint for new PD	984.21	09/23/2015	09-12-7146-00	
	Payout #3 for Concrete Paving	22,442.40	09/23/2015	09-12-7146-00	
	Payout #1 Asphalt Paving for new PD	46,921.50	09/23/2015	09-12-7146-00	
	Check Total:	70,348.11			
Vendor: advocate	Advocate Occupational Health			Check Sequence: 2	ACH Enabled: False
578885	Employee Test	58.00	09/23/2015	01-04-5650-00	
	Check Total:	58.00			
Vendor: Aflac	American Family Life Assurance Company of C			Check Sequence: 3	ACH Enabled: False
838786	Monthly Premium for September 2015	1,485.82	09/23/2015	01-00-1595-00	
	Check Total:	1,485.82			
Vendor: AK	A K Mulch & Firewood			Check Sequence: 4	ACH Enabled: False
348	10 Yards of Screenings	210.00	09/23/2015	01-04-6133-00	
363	12 Yards of Screenings	252.00	09/23/2015	01-04-6133-00	
	Check Total:	462.00			
Vendor: Alex	Alexander Equipment Co			Check Sequence: 5	ACH Enabled: False
115907	Resharpned Lawn Mower Blades	42.00	09/23/2015	01-04-6190-00	
	Check Total:	42.00			
Vendor: AmerDoor	American Door And Dock			Check Sequence: 6	ACH Enabled: False
	Payout #1 for Overhead Doors for the new PD	30,650.40	09/23/2015	09-12-7146-00	
	Check Total:	30,650.40			
Vendor: Ander	Anderson Pest Solutions			Check Sequence: 7	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
3501723	September 2015 Pest Control for City Hall	51.00	09/23/2015	01-04-5770-00	
	Check Total:	51.00			
Vendor: burke	Christopher Burke Engineering			Check Sequence: 8	ACH Enabled: False
124554	B&Z Engineering Fees from 07-26 to 8/29/2015	254.50	09/23/2015	01-03-5604-00	
124555	B&Z Engineering Fee from 7-26 to 8-29-2015	165.00	09/23/2015	01-03-5604-00	
	Check Total:	419.50			
Vendor: CAD	CAD Contract Glazing, Inc.			Check Sequence: 9	ACH Enabled: False
	Payout #2 Storefront Windows for new PD	3,600.00	09/23/2015	09-12-7146-00	
	Check Total:	3,600.00			
Vendor: CaimMill	Cain Millwork, Inc.			Check Sequence: 10	ACH Enabled: False
49834	Payout #3 for Cabinets and Millwork for New PI	94,423.34	09/23/2015	09-12-7146-00	
	Check Total:	94,423.34			
Vendor: Caliber	Caliber Construction Co.			Check Sequence: 11	ACH Enabled: False
	Payout #7 for Drywall for the new PD	46,998.27	09/23/2015	09-12-7146-00	
	Payout #2 for Acoustical Ceilings for the new P.	27,313.20	09/23/2015	09-12-7146-00	
	Check Total:	74,311.47			
Vendor: Cameo	Cameo Electric Inc.			Check Sequence: 12	ACH Enabled: False
	Payout #11 Electrical Work for new PD:	217,724.40	09/23/2015	09-12-7146-00	
	Check Total:	217,724.40			
Vendor: Carroll	Carroll Seating Co.			Check Sequence: 13	ACH Enabled: False
	Payout #2 for Metal Lockers, Fume Hood, and I	52,200.00	09/23/2015	09-12-7146-00	
	Check Total:	52,200.00			
Vendor: Chada	Michael Chada			Check Sequence: 14	ACH Enabled: False
	Plumbing Inspections from 09-02 to 9-08-2015	300.00	09/23/2015	01-03-5600-00	
	Plumbing Inspections from 09-09 to 09-11-2015	750.00	09/23/2015	01-03-5600-00	
	Check Total:	1,050.00			
Vendor: Chicom	Chicago Communications, LLC			Check Sequence: 15	ACH Enabled: False
275363	C.C.S. Maint Agreement for OCT-2015	88.00	09/23/2015	01-02-5660-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	88.00			
Vendor: cintas 769649518	Cintas Corporation #769 City Hall Floor Mat Service	68.41	09/23/2015	Check Sequence: 16 01-04-5770-00	ACH Enabled: False
	Check Total:	68.41			
Vendor: CintasCo 8402386576 8402386718	Cintas Corporation First Aid Cabinet Supplies Misc First Aid Cabinet Supplies	40.37 158.86	09/23/2015 09/23/2015	Check Sequence: 17 01-02-6130-00 01-04-6130-00	ACH Enabled: False
	Check Total:	199.23			
Vendor: collins	Mark Collins Business License Inspection from 8-31 to 9-11-; Code Enforcement Svc from 08-17 to 08-28-201	750.00 900.00	09/23/2015 09/23/2015	Check Sequence: 18 01-11-5603-00 01-03-5612-00	ACH Enabled: False
	Check Total:	1,650.00			
Vendor: Comcast3 877120090001854	Comcast PSB Comcast Service from 9-08 to 10-07-2015	188.43	09/23/2015	Check Sequence: 19 01-04-5668-00	ACH Enabled: False
	Check Total:	188.43			
Vendor: ComEd 0553088038 0885008033 0978068021 1106414010 1106417002 1998102034	Com Ed Tornado Warning Siren Svc from 08-06 to 09-03 PAS 17B Elec Svc from 08-05 to 09-03-2015 Water Tower Elec Svc from 08-06 to 09-04-201; Elec Svc new PD from 08-06 to 09-04-2015 Metered Street Light Service from 08-03 to 09-0 WMP Elec Svc from 08-06 to 09-04-2015	45.76 97.91 95.05 1,416.90 41.17 278.80	09/23/2015 09/23/2015 09/23/2015 09/23/2015 09/23/2015 09/23/2015	Check Sequence: 20 01-04-5758-00 03-12-5758-00 03-12-5758-00 09-12-7146-00 01-04-5760-00 03-12-5758-00	ACH Enabled: False
	Check Total:	1,975.59			
Vendor: ComEd3 6873064018	ComEd Street Light Svc on Spring Rd from 08-04 to 09-	1,071.50	09/23/2015	Check Sequence: 21 01-04-5760-00	ACH Enabled: False
	Check Total:	1,071.50			
Vendor: Concord Payout #1 Interior & Exterior Signage for new P.	Concorde Sign & Engraving Inc. Payout #1 Interior & Exterior Signage for new P.	7,920.00	09/23/2015	Check Sequence: 22 09-12-7146-00	ACH Enabled: False
	Check Total:	7,920.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: corpro	Corpro Companies, Inc.				
312642	Install Cathodic Protection System for Water Sto	6,460.00	09/23/2015	Check Sequence: 23 03-09-7190-03	ACH Enabled: False
319267	Installation of Cathodic Protection System for W	340.00	09/23/2015	03-09-7190-03	
	Check Total:	6,800.00			
Vendor: crystal	Crystal Mgmt. Maintenance Serv				
23097	City Hall Janitorial Service for September 2015	1,369.50	09/23/2015	Check Sequence: 24 01-04-5770-00	ACH Enabled: False
	Check Total:	1,369.50			
Vendor: CTCorp	Current Technologies Corp				
5880	UPS Back-up System for new PD	10,463.42	09/23/2015	Check Sequence: 25 09-12-7146-00	ACH Enabled: False
5881	Equipment Racks for New PD	1,327.23	09/23/2015	09-12-7146-00	
	Check Total:	11,790.65			
Vendor: DClank	David Clark				
	Detective Clark Quarterly Clothing Allowance	225.00	09/23/2015	Check Sequence: 26 01-02-5715-00	ACH Enabled: False
	Check Total:	225.00			
Vendor: duptop	DuPage Topsoil, Inc.				
041391	Pulverized Topsoil	315.00	09/23/2015	Check Sequence: 27 01-04-6133-00	ACH Enabled: False
	Check Total:	315.00			
Vendor: DWC	DuPage Water Commission				
11035	9,185,000.00 Gallons of water purchased for Au	46,365.26	09/23/2015	Check Sequence: 28 03-12-5845-00	ACH Enabled: False
	Check Total:	46,365.26			
Vendor: elevator	Elevator Inspection Service Co				
54139	Elevator Re-Inspection on 08-25-2015	25.00	09/23/2015	Check Sequence: 29 01-03-5600-00	ACH Enabled: False
	Check Total:	25.00			
Vendor: Elm auto	Elmhurst Auto Parts				
95236	Brake Pads for PD	143.18	09/23/2015	Check Sequence: 30 01-02-5663-00	ACH Enabled: False
95240	Labor for Rotor Install for Police Vehicle	30.00	09/23/2015	01-02-5663-00	
95299	Tire Plugs for PD Vehicle	24.00	09/23/2015	01-04-5663-00	
95349	Air Filter, Drum, Coil Disc Pads for PD Vehicle	257.78	09/23/2015	01-02-5663-00	
95351	Repair for PD Vehicle 2008 Chevy impala	383.91	09/23/2015	01-02-5663-00	
95392	Replace Bulb in PD Vehicle	79.90	09/23/2015	01-02-5663-00	
95393	Replaces3 Bulbs in PD Vehicle	119.85	09/23/2015	01-02-5663-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
95475	Replace Headlamp Socket, Tuft Stuff for PD Ve	33.58	09/23/2015	01-02-5663-00	
95823	11 Spin-On Lube for PD Vehicle	80.65	09/23/2015	01-02-5663-00	
95911	Replace Beam/CPSL for PD Vehicle	33.98	09/23/2015	01-02-5663-00	
	Check Total:	1,186.83			
Vendor: Fastsign	Fastsigns			Check Sequence: 31	ACH Enabled: False
65-50597	Nameplate for Detective Clark	30.00	09/23/2015	01-02-6130-00	
	Check Total:	30.00			
Vendor: FOP	Fraternal Order of Police			Check Sequence: 32	ACH Enabled: False
	Contributions for the Month Of August 2015	674.90	09/23/2015	01-00-2145-00	
	Check Total:	674.90			
Vendor: Genco	Genco Industries, Inc.			Check Sequence: 33	ACH Enabled: False
151502	Install new SCADA/Flow Meter in Water Tower	1,965.00	09/23/2015	03-12-5600-00	
	Check Total:	1,965.00			
Vendor: hawkins	Hawkins, Inc.			Check Sequence: 34	ACH Enabled: False
3768843	150 LB Chlorine Cylinder	10.00	09/23/2015	03-12-5655-00	
	Check Total:	10.00			
Vendor: Hillside	Hillside Lumber Inc			Check Sequence: 35	ACH Enabled: False
SI-104738	Mailbox Posts	377.28	09/23/2015	01-04-6133-00	
	Check Total:	377.28			
Vendor: JetBrite	Jet Brite Car Wash, Inc.			Check Sequence: 36	ACH Enabled: False
2785	Police Car Washes from 02-01 to 02-28-2015	144.00	09/23/2015	01-02-5663-00	
2846	Police Car Washes from 07-01 to 07-31-2015	123.00	09/23/2015	01-02-5663-00	
	Check Total:	267.00			
Vendor: LibTile	Libertyville Tile and Carpet, Ltd.			Check Sequence: 37	ACH Enabled: False
	Payout #1 for Soft Flooring for new PD	51,439.50	09/23/2015	09-12-7146-00	
	Payout #1 for Ceramic Tile for New PD	27,672.30	09/23/2015	09-12-7146-00	
	Check Total:	79,111.80			
Vendor: LPS Pave	LPS Pavement Company			Check Sequence: 38	ACH Enabled: False
	Payout #1 for Permeable Pavers for new PD	38,283.75	09/23/2015	09-12-7146-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	38,283.75			
Vendor: MinoltaC 9001723240	Konica Minolta Business Soluti Copies from 08-05 to 09-04-2015	204.00	09/23/2015	Check Sequence: 39 01-01-5660-00	ACH Enabled: False
	Check Total:	204.00			
Vendor: ncpers 49900915	NCPEPS Group Life Ins. Premium for the Month of Sept. 2015	16.00	09/23/2015	Check Sequence: 40 01-00-1595-00	ACH Enabled: False
	Check Total:	16.00			
Vendor: NelsonFi	Nelson Fire Protection Payout #5 Fire Protection Svcs for new PD	15,885.00	09/23/2015	Check Sequence: 41 09-12-7146-00	ACH Enabled: False
	Check Total:	15,885.00			
Vendor: NEMRT 199724	N E Multi-Regional Training 350 hr Staff & Command School - Adam Bastian	3,600.00	09/23/2015	Check Sequence: 42 01-02-5605-00	ACH Enabled: False
	Check Total:	3,600.00			
Vendor: notary	Notary Public Assoc Illinois Renewal Notary for Officer Fiorentino	54.00	09/23/2015	Check Sequence: 43 01-02-5705-00	ACH Enabled: False
	Check Total:	54.00			
Vendor: Offteam 43807117 43862010	Office Team Temporary Office Help W/E 08-28-2015 Temporary Office Help W/E 09-04-2015	614.00 614.00	09/23/2015 09/23/2015	Check Sequence: 44 01-01-4110-00 01-01-4110-00	ACH Enabled: False
	Check Total:	1,228.00			
Vendor: oherron 1550209-IN 1550209-IN	Ray O'Herron Co. Inc. Uniform Hat Badge, Band and Pants for O'Rourke Uniform Pants for O'Rourke	74.94 94.00	09/23/2015 09/23/2015	Check Sequence: 45 01-02-5715-00 01-02-5715-00	ACH Enabled: False
	Check Total:	168.94			
Vendor: Oosterb	Oosterbaan & Sons Co. Payout #1 for Painting and Wallcovering for new	32,086.18	09/23/2015	Check Sequence: 46 09-12-7146-00	ACH Enabled: False
	Check Total:	32,086.18			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: pitney1	Reserve Account Pitney Bowes Inc.			Check Sequence: 47	ACH Enabled: False
	Replenish Postage Reserve Account	14.34	09/23/2015	01-01-6170-00	
	Replenish Postage Reserve Account	2.91	09/23/2015	01-02-6170-00	
	Replenish Postage Reserve Account	226.80	09/23/2015	01-03-6170-00	
	Replenish Postage Reserve Account	2.88	09/23/2015	01-04-6170-00	
	Replenish Postage Reserve Account	292.73	09/23/2015	01-11-6170-00	
	Replenish Postage Reserve Account	17.90	09/23/2015	03-12-6170-00	
	Check Total:	557.56			
Vendor: schroede	Schroeder's Ace Hardware			Check Sequence: 48	ACH Enabled: False
186403	City Hall Irrigation Parts	14.00	09/23/2015	01-04-5770-00	
	Check Total:	14.00			
Vendor: secat	Secretary of State			Check Sequence: 49	ACH Enabled: False
	License Plate Renewal for Ford Freestar Van	101.00	09/23/2015	01-02-5705-00	
	Check Total:	101.00			
Vendor: Suburb	Suburban Laboratories, Inc.			Check Sequence: 50	ACH Enabled: False
126208	Coliform and Bacteria Testing	105.00	09/23/2015	03-12-5600-00	
	Check Total:	105.00			
Vendor: theopoly	Theodore Polygraph Service			Check Sequence: 51	ACH Enabled: False
4970	Police Testing	150.00	09/23/2015	01-10-5775-00	
	Check Total:	150.00			
Vendor: Triumph	Triumph Restoration, Inc.			Check Sequence: 52	ACH Enabled: False
	Payout #4 for Joint Sealants for new PD	3,035.70	09/23/2015	09-12-7146-00	
	Check Total:	3,035.70			
Vendor: UB*00219	MITCHELL MACZKO			Check Sequence: 53	ACH Enabled: False
	Refund Check	4.14	09/09/2015	03-00-2010-00	
	Check Total:	4.14			
Vendor: UB*00220	HARTZ CONSTRUCTIONS CO, INC.			Check Sequence: 54	ACH Enabled: False
	Refund Check	12.19	09/09/2015	03-00-2010-00	
	Check Total:	12.19			

Vendor:	UB*00221	STEPHEN BATES	ACH Enabled: False
		Refund Check	Check Sequence: 55
		Refund Check	03-00-2010-00
			09/16/2015
		26.94	03-00-2010-00
		9.10	03-00-2010-00
		36.04	
		Check Total:	
Vendor:	V. Wire	Verizon Wireless	ACH Enabled: False
	9751495058	Service 09/02/15 to 10/01/2015	Check Sequence: 56
	9751605478	Mobile Phone Svc from 09/02/15 to 10/01/2015	01-02-5668-00
	9751605478	Mobile Phone Svc from 09/02/15 to 10/01/2015	01-04-5668-00
	9751605478	Mobile Phone Svc from 09/02/15 to 10/01/2015	01-01-5668-00
	9751605478	Mobile Phone Svc from 09/02/15 to 10/01/2015	03-12-5668-00
	9751605478	Mobile Phone Svc from 09/02/15 to 10/01/2015	01-02-5668-00
	9751605478	Mobile Phone Svc from 09/02/15 to 10/01/2015	01-03-5668-00
	9751605478	Mobile Phone Svc from 09/02/15 to 10/01/2015	01-11-5668-00
	9751605478	Mobile Phone Svc from 09/02/15 to 10/01/2015	01-02-5668-00
	9751605478	Mobile Phone Svc from 09/02/15 to 10/01/2015	01-02-5668-00
		38.01	01-02-5668-00
		1,426.80	
		Check Total:	
Vendor:	Valley	Valley Security Company	ACH Enabled: False
		Payout #7 for Detention Equipment for new PD	Check Sequence: 57
			09-12-7146-00
		80,901.00	
		80,901.00	
		Check Total:	
Vendor:	Westmont	Westmont Lincoln LLC	ACH Enabled: False
	02984	A-2 Sensor	Check Sequence: 58
			01-04-5663-00
		172.62	
		172.62	
		Check Total:	
Vendor:	westoffi	West Suburban Office Products	ACH Enabled: False
	169676	Signature Stamp for A. Marrero	Check Sequence: 59
	169739	Legal Paper and Envelopes for PD	01-01-6130-00
	169768	Ruled Writing Pads	01-02-6130-00
		20.38	01-02-6120-00
		101.78	
		Check Total:	
Vendor:	WSB Visa	West Suburban Bank	ACH Enabled: False
	422341400000773	Sun-Times Subscription	Check Sequence: 60
	422341400000775	Supplies for National Night Out	01-01-6110-00
	422341400000775	Supplies for National Night Out	01-02-6130-00
	422341400000775	Supplies for National Night Out	01-02-6130-00
	422341400000775	Professional Animal Cage	01-02-6130-00
	422341400000775	Professional Animal Cage	01-02-6130-00
	422341400000775	National Night Out - McGruff Outfit Cleaned	01-02-6130-00
	422341400000775	Food from Panera Bread	01-02-6130-00
		24.78	01-02-6130-00

Invoice No

Description

Amount

Payment Date

Acct Number

Reference

422341400000775
 422341400000775
 422341400000775
 422341400000776
 422341400000776

Dog Leash
 TLO Support Services
 Memorial Badge Covers
 Clock for reception area
 Returned Clock for reception area

22.08
 4.50
 53.98
 26.00
 -26.00

09/23/2015
 09/23/2015
 09/23/2015
 09/23/2015
 09/23/2015

01-02-6130-00
 01-02-5611-00
 01-02-6130-00
 01-01-6130-00
 01-01-6130-00

Check Total:

333.08

Total for Check Run:

888,977.20

Total of Number of Checks:

60



City Treasurer's Report

Aug-15

CORPORATE FUND	BALANCE July 31, 2015	RECEIVED	DISBURSED	BALANCE August 31, 2015	INTEREST RATE
PAYROLL	\$21,538	\$244,400	\$247,591	\$18,347	
CHECKING/SAVINGS					
Interfund Transfers		\$627,883	436,348		
Revenue/Expenditures		\$770,302	\$916,123		
Checking/MM Total	\$3,248,527	\$1,398,185	\$1,352,471	\$3,294,242	0.100%
DUI TECH FEE ACCT	\$70,496			\$70,496	
STATE FORFEITURE	\$1,599	\$0		\$1,599	
FEDERAL FORFEITURE	\$2,131	\$0	\$0	\$2,131	
FIDELITY	\$605,013	\$5		\$605,018	
IMET	\$30			\$30	
FUEL SYSTEM REPLACEMENT	\$40,710	\$2		\$40,712	0.100%
CHARLES SCHWAB 2022-6902	\$1,293,236	\$2,523		\$1,295,759	
CORPORATE TOTAL	\$5,283,280	\$1,645,115	\$1,600,061	\$5,328,333	
IMPACT/DONATION FUND					
HARRIS CHECKING	\$4,534			\$4,534	0.100%
FIDELITY	\$395,009	\$3		\$395,012	
IMET	\$40			\$40	
IMPACT/DONATION FUND TOTAL	\$399,583	\$3	\$0	\$399,586	
CAPITAL IMPROVEMENTS					
MONEY MARKET (HARRIS)	\$1,867,118	\$166,891	\$494,984	\$1,539,025	0.100%
CHARLES SCWAB 5909-3614	\$1,568,895	\$76,362	\$75,000	\$1,570,256	
IMET	\$373			\$373	
CAPITAL IMPROVEMENT TOTAL	\$3,436,386	\$243,253	\$569,984	\$3,109,655	
MOTOR FUEL TAX FUND					
MONEY MARKET (HARRIS)	\$453,104	\$38		\$453,142	0.100%
MFT TOTAL	\$453,104	\$38	\$0	\$453,142	
BUSINESS DISTRICT #1					
2010 BUS. DIST. DEBT SERVICE	\$238,833	\$2,549		\$241,382	
2012 BUS. DIST. DEBT SERVICE	\$169,070	\$2,083		\$171,154	
BUSINESS DISTRICT TOTAL	\$407,903	\$4,632	\$0	\$412,535	
SSA DEBT SERVICE FUND					
HARRIS	\$1,249			\$1,249	
SSA DEBT SERVICE TOTAL	\$1,249	\$0	\$0	\$1,249	
WATER					
MONEY MARKET (HARRIS)	\$582,059	\$55,167	\$132,899	\$504,327	0.100%
ESCROW ACCT.	\$32,814	\$75		\$32,889	
WATER TOTAL	\$614,873	\$55,242	\$132,899	\$537,216	
ALL FUNDS TOTALED	\$10,596,377	\$1,948,284	\$2,302,945	\$10,241,716	
NET INCREASE(DECREASE)		\$ (354,661)			

* Multiple Securities Purchased Having Various Interest Rates

Prepared By,
Amy Marrero, Treasurer

SEP 22 2015



CITY OF OAKBROOK TERRACE
Department Payroll Summary Report for August 2015

Executive Administration	\$	27,912.16
Police Administration	\$	41,901.96
Police Sergeants	\$	25,620.84
Police Officers	\$	88,914.23
Police Investigations	\$	7,482.86
Police Court Time / Stand-by	\$	4,048.49
Building & Zoning	\$	17,041.68
P&Z Commission	\$	-
Public Services - Streets	\$	16,272.13
Police Commission	\$	300.00
Finance	\$	7,383.05
General Fund Total	\$	236,877.40
Public Services - Water	\$	20,205.81
Water Fund Total	\$	20,205.81
Total Gross Payroll		\$ 257,083.21

SEP 2 2 2015

ORDINANCE NO. 15 - 56

**AN ORDINANCE AMENDING CHAPTER 160 ENTITLED "PLUMBING CODE"
AND CHAPTER 154 ENTITLED "FEES AND DEPOSITS" OF TITLE XV
ENTITLED "LAND USAGE" AND AMENDING CHAPTER 52 ENTITLED
"WATER SUPPLY SYSTEM" OF TITLE V ENTITLED "PUBLIC WORKS"
OF THE CODE OF OAKBROOK TERRACE, ILLINOIS,
ADOPTING AND AMENDING
THE ILLINOIS STATE PLUMBING CODE**

WHEREAS, the City of Oakbrook Terrace, Illinois (the "City"), is a home-rule unit of local government under Article VII, Section 6, of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City is authorized by the Illinois Municipal Code (65ILCS 5/1-1-1 *et seq.*) to adopt necessary ordinances to protect the health, safety, and general welfare of the citizens of the City, is authorized by Division 3 of the Illinois Municipal Code (65 ILCS 5/1-3-1, *et seq.*) and by the Municipal Adoption of Codes and Records Act (50 ILCS 220/1, *et seq.*) to adopt by reference, as criteria for the issuance of construction, reconstruction, alteration or installation permits, the provisions of any regulations or code and is authorized by Sections 18 and 36 of the Illinois Plumbing License Law (225 ILCS 320/18 and 225 ILCS 320/36) to provide by ordinance, bylaws or rules and regulations for the materials, construction, alteration, and inspection of all plumbing placed in or in connection with any building in the City at least as stringent as the minimum code of standards promulgated by the Illinois Department of Public Health, or may by ordinance or resolution, adopt, by reference, the minimum code of standards promulgated by the Illinois Department of Public Health;

WHEREAS, pursuant to authority granted by the Level of Lake Michigan Act (615 ILCS 50/1 *et seq.*) the Office of Water Resources ("OWR") of the Illinois Department of Natural Resources ("IDNR") controls and regulates the diversion of Lake Michigan water and is responsible for apportionment of water diverted from the Lake Michigan watershed to units of local government, including the City of Oakbrook Terrace;

WHEREAS, the standards and conditions for the use of Lake Michigan water established by the OWR are set forth in 17 Ill. Admin. Code 3730 entitled "Allocation of Water from Lake Michigan" (the "Water Allocation Code");

WHEREAS, pursuant to Section 307(c)(4) of the Water Allocation Code, the City of Oakbrook Terrace is required to mandate use of plumbing fixtures designated as WaterSense products by the United States Environmental Protection Agency;

WHEREAS, the corporate authorities of the City deem it in the best interests of the City to establish and revise regulations which regulate plumbing and the fixtures, materials, design and installation methods of plumbing systems as specified in this ordinance; and

WHEREAS, the Illinois Plumbing Code, published by the State of Illinois has been on file in the office of the City Clerk for a period of thirty (30) days prior to the adoption of this ordinance and is kept available for public use, inspection, and examination in the office of the City Clerk;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois:

Section 1. Recitals. The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2. Amendment of Section 160.01. Section 160.01 entitled “State of Illinois Plumbing Code Adopted” of Chapter 160 entitled “Plumbing Code” of Title XV entitled “Land Usage” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§160.01 STATE OF ILLINOIS PLUMBING CODE ADOPTED.

The Illinois Plumbing Code (77 Ill. Admin. Code, Part 890) promulgated by the Illinois Department of Public Health is hereby adopted as the Plumbing Code of the City of Oakbrook Terrace, to establish regulations for the minimum control of plumbing materials and fixtures, and for the design, construction and installation of plumbing systems in the City, and each and all of the regulations, provisions, conditions, and terms of the Illinois Plumbing Code, promulgated by the Illinois Department of Public Health are hereby referred to, adopted, and made a part hereof, as if fully set forth in this section as amended by the local amendments set forth in § 160.02 of this chapter.

Section 3. Amendment of Section 160.02. Section 160.02 entitled “Local Amendments” of Chapter 160 entitled “Plumbing Code” of Title XV entitled “Land Usage” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§ 160.02 LOCAL AMENDMENTS.

The Illinois State Plumbing Code adopted pursuant to § 160.01 of this chapter is adopted with the following local amendments:

1. **Required Use of WaterSense Products.** Pursuant to 17 Ill. Admin. Code 3730.307(c)(4) and subject to the Illinois Plumbing Code (77 Ill. Admin. Code 890) and the Lawn Irrigation Contractor and Lawn Sprinkler System Registration Code (77 Ill. Admin. Code 892), it is hereby ordained that in the City of Oakbrook Terrace, all new and replacement plumbing fixtures and irrigation controllers installed after the effective date of this ordinance shall bear the WaterSense label (as designated by the U.S. Environmental Protection Agency WaterSense Program), when such labeled fixtures are available.

Section 4. Repeal of Section 160.99. Section 160.99 entitled “Penalty” of Chapter 160 entitled “Plumbing Code” of Title XV entitled “Land Usage” of the Code of Oakbrook Terrace, Illinois, is hereby repealed.

Section 5. Amendment of Chapter 154. Chapter 154 entitled “Fees and Deposits” of Title XV entitled “Land Usage” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended by the addition of a new Section 154.12 entitled “Violations, Penalty” which shall read as follows:

§ 154.12 VIOLATIONS, PENALTY.

(A) **Penalty.** Any person, firm or corporation violating any provision of this chapter or who erects, constructs, alters or repairs a building or structure without obtaining a permit or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this chapter, shall be fined not less than one hundred dollars (\$100) nor more than seven hundred fifty dollars (\$750) for each offense. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(B) **Stop-work orders.** Upon notice from the Building and Zoning Administrator, work on any building, structure or plumbing system that is being done contrary to the provisions of this chapter or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner’s agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the Building and Zoning Administrator shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop-work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than one hundred dollars (\$100) nor more than seven hundred fifty dollars (\$750) for each offense; and each day that the violation continues shall constitute a separate offense and is subject to a separate fine.

(C) **Abatement of violation.** The imposition of the penalties herein prescribed shall not preclude the corporation counsel from instituting appropriate action to prevent unlawful construction or to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the plumbing on or about any premises.

Section 6. Amendment of Chapter 52. Chapter 52 entitled “Water Supply System” of Title V entitled “Public Works” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended by the addition of a new Section 52.24 entitled “Disconnection Authority” which shall read as follows:

§ 52.24 DISCONNECTION AUTHORITY.

(A) Authority to disconnect service utilities. The Building and Zoning Administrator shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this chapter in case of an emergency, where necessary, to eliminate an immediate danger to life or property. Where possible, the owner and occupant of the building, structure or service system shall be notified of the decision to disconnect utility service prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service systems shall be notified in writing, as soon as practical thereafter.

(B) Connection after order to disconnect. No person shall make connections from any energy, fuel, power supply or water distribution system or supply energy, fuel or water to any equipment regulated by the Plumbing Code that has been disconnected or ordered to be disconnected by the Building and Zoning Administrator or the use of which has been ordered to be discontinued by the Building and Zoning Administrator until the Building and Zoning Administrator authorizes the reconnection and use of such equipment. When any plumbing is maintained in violation of the Plumbing Code, or in violation of any notice issued pursuant to the provisions of this section, the Building and Zoning Administrator shall institute any appropriate action to prevent, restrain, correct or abate the violation.

Section 7. Severability. If any provision of this ordinance, or the application of any provision of this ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by ordinance.

Section 8. Repealer. All ordinances or parts of ordinances in conflict with these ordinance revisions and additions are repealed, insofar as a conflict may exist.

[The remainder of this page is left blank intentionally.]

Section 9. **Effective Date.** This ordinance shall take effect ten (10) days following its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 22nd day of September, 2015 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 22nd day of September, 2015.

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office
this 22nd day of September, 2015.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

SEP 22 2015

ORDINANCE NO. 15 - 57

AN ORDINANCE AMENDING THE PROVISIONS OF TITLE XI (BUSINESS REGULATIONS); CHAPTER 124 (VIDEO GAMING); SUBCHAPTER 124.22 (NUMBER OF LICENSES) OF THE CODE OF OAKBROOK TERRACE TO INCREASE THE MAXIMUM NUMBER OF VIDEO GAMING LOCATION LICENSES AND THE MAXIMUM NUMBER OF VIDEO GAMING TERMINAL LICENSES (TK OBT, LLC, D/B/A TILTED KILT 17W460 22ND STREET)

WHEREAS, the City of Oakbrook Terrace (the "City") is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, Section 124.22(A) of the Code of Oakbrook Terrace establishes the number of Video Gaming Location Licenses; and such number may, from time to time, be increased by formal action of the City Council to make available for the Liquor Commissioner to consider granting a Video Gaming Location License for a new and deserving business enterprise which seeks a Video Gaming Location License;

WHEREAS, Section 124.22(B) of the Code of Oakbrook Terrace establishes the number of Video Gaming Terminal Licenses; and such number may, from time to time, be increased by formal action of the City Council to make available for the Liquor Commissioner to consider granting a Video Gaming Terminal License for a new and deserving business enterprise which seeks a Video Gaming Terminal License; and

WHEREAS, the City Council has determined that it is desirable to increase the maximum number of Video Gaming Location Licenses and increase the maximum number of Video Gaming Terminal Licenses to enable the Liquor Commissioner to consider issuing a Video Gaming Terminal License and Video Gaming Terminal Licenses to, *TK OBT LLC, d/b/a Tilted Kilt*, to authorize the installation and use of video gaming devices in the premises at 17W460 22nd Street and to encourage increased general economic activity and tourism within the City;

NOW THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1. The recitals set forth above are incorporated herein by this reference.

Section 2. Section 124.22 entitled "Number of Licenses" of the City of Oakbrook Terrace Code of Ordinances, shall be amended to read as follows:

(A) The total number of Video Gaming Location Licenses issued under this chapter article shall not exceed nine (9).

(B) The total number of Video Gaming Terminal Licenses for Video Gaming Terminals issued under this chapter article shall not exceed forty-three (43).

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict.

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

ADOPTED this 22nd day of September 2015, pursuant to a roll call vote as follows:

AYES:

NAYES:

ABSENT:

ABSTENTION:

APPROVED by me this 22nd day of September 2015.

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 22nd day of September 2015.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

ORDINANCE NO. 15 - 58

**AN ORDINANCE APPROVING A SITE PLAN,
GRANTING A SPECIAL USE FOR A PARK DISTRICT FACILITY, AND GRANTING
VARIATIONS FROM THE REQUIREMENTS OF THE ZONING ORDINANCE FOR
THE PROPERTY COMMONLY KNOWN AS 1S325 ARDMORE AVENUE
IN THE CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City Council of the City has heretofore adopted the Zoning Ordinance of the City of Oakbrook Terrace, Title XV, Chapter 156 of the Code of Oakbrook Terrace, Illinois (hereinafter the “Zoning Ordinance”); and

WHEREAS, Section 156.024 of the Zoning Ordinance provides that there are special uses which, because of their unique character, cannot be properly classified in any particular zoning district without a case-by-case consideration of the impact of those uses upon neighboring lands, the public need for the particular use at the particular location, and the ability of the city or other public agencies to supply the special uses with various community services, such as adequate treatment of waste water, adequate supply of potable water, fire protection, police protection, maintenance of street right-of-ways, and proper traffic safety; and

WHEREAS, Section 156.023 of the Zoning Ordinance provides that, in cases where there are practical difficulties or particular hardships in the way of carrying out the strict letter of any of the regulations of the Zoning Ordinance, the City Council may, by ordinance, determine and vary the application of such regulations in harmony with its general purpose and intent, and in accordance with the general or specific rules contained in such section; and

WHEREAS, Oakbrook Terrace Community Park District, (the “Petitioner”) is seeking approval of a site plan, a special use permit in the R-1 Single-Family Detached District for a Park District Facility, and variations for the property legally described in Exhibit “A,” attached hereto and made a part hereof (the “Subject Property”), and as reflected in Exhibit “B,” attached hereto and made a part hereof; and

WHEREAS, specifically, the Petitioner is seeking the following relief:

1. The approval of a site plan for the Subject Property; and
2. The issuance of a special use permit to allow for the operation of a Park District Facility on the Subject Property pursuant to Section 156.075 (B) (3) of the Zoning Ordinance; and

3. A variation from Section 156.075 (E) (1) (b) of the Zoning Ordinance reducing the minimum required front yard of not less than ten (10) feet in depth for paved area to zero (0) feet; and
4. A variation from Section 156.075 (E) (2) (b) of the Zoning Ordinance reducing the minimum required side yard of not less than ten (10) feet in depth on each side of the lot for paved area to five (5) feet for the north side yard and four (4) feet for the south side yard; and
5. A variation from Section 156.075 (E) (3) (b) of the Zoning Ordinance reducing the minimum required rear yard of not less than ten (10) feet in depth for paved area to zero (0) feet; and
6. A variation from Section 156.104 of the Zoning Ordinance to eliminate the requirement for a loading dock for each building having a gross floor area of ten thousand (10,000) square feet; and
7. A variation from Section 156.049 of the Zoning Ordinance to eliminate the landscaping requirements to allow landscaping on the property to remain as it exists; and
8. A variation from Section 156.039 (B) (4) of the Zoning Ordinance to eliminate the requirement for a fence and landscaping between the residential and nonresidential uses; and

WHEREAS, pursuant to the required public notice, a public hearing was held by the City's Planning and Zoning Commission on March 17, 2015, to consider the Petitioner's application; and

WHEREAS, the City's Planning and Zoning Commission reported its recommendation to approve the Petitioner's application to the City Council; and

WHEREAS, the Planning and Zoning Commission considered the impact of the proposed special use upon neighboring lands, the public need for the proposed special use at the Subject Property, and the ability of the city or other public agencies to supply the proposed special use with various community services, such as adequate treatment of waste water, adequate supply of potable water, fire protection, police protection, maintenance of street right-of-ways, and proper traffic safety and made the following findings with respect to the proposed special use for the Subject Property:

1. The special use is deemed necessary for the public convenience at the Subject Property because there is a need for a park district facility in the area of the Subject Property; and
2. The special use will not be unreasonably detrimental to or endanger the public health, safety, morals, comfort, or general welfare because other such facilities are

similarly designed and operated at other locations without detriment or danger to the public health, safety, morals, comfort, or general welfare of the public; and

3. The special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, or substantially diminish or impair property values within the neighborhood because the proposed improvements to the Subject Property are compatible with the use and enjoyment of other property in the immediate vicinity for the purposes already permitted and are expected to enhance the property values within the neighborhood; and
4. The special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district because the area is currently fully developed and is expected to encourage the improvement of surrounding property for uses permitted in the district; and
5. The special use will provide adequate utilities, access roads, drainage and other important and necessary community facilities because the proposed special use is currently served by adequate utilities, access roads, drainage and other important and necessary community facilities and will support the continued use and maintenance of those facilities; and
6. The special use will conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by this ordinance; and

WHEREAS, with respect to the application for a variation, the Planning and Zoning Commission made the following findings:

1. There are practical difficulties or particular hardships in the way of carrying out the strict letter of the regulations of the Zoning Ordinance regarding the Subject Property; and
2. That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located because the property owner has, despite diligent efforts to do so, been unable to develop the Subject Property; and
3. The plight of the owner is due to unique circumstances related to the location and configuration of the Subject Property and is not of its own creation; and
4. The variations, if granted, will not alter the essential character of the locality because the essential character of the locality is residential and after the granting of the requested relief, the essential character of the locality will remain residential.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1. The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2. The corporate authorities of the City of Oakbrook Terrace hereby adopt the findings of the Planning and Zoning Commission with respect to the application for a special use and a variation for the Subject Property.

Section 3. The corporate authorities of the City of Oakbrook Terrace hereby approve a site plan for the Subject Property as reflected in Exhibit "B," attached hereto and made a part hereof.

Section 4. A special use permit in the R-1 Single-Family Detached District to allow for the operation of a Park District Facility on the Subject Property pursuant to Section 156.075 (B) (3) of the Zoning Ordinance is hereby approved.

Section 5. A variation from Section 156.075 (E) (1) (b) of the Zoning Ordinance reducing the minimum required front yard of not less than ten (10) feet in depth for paved area to zero (0) feet A for the Subject Property is granted.

Section 6. A variation from Section 156.075 (E) (2) (b) of the Zoning Ordinance reducing the minimum required side yard of not less than ten (10) feet in depth on each side of the lot for paved area to five (5) feet for the north side yard and four (4) feet for the south side yard for the Subject Property is granted.

Section 7. A variation from Section 156.075 (E) (3) (b) of the Zoning Ordinance reducing the minimum required rear yard of not less than ten (10) feet in depth for paved area to zero (0) feet for the Subject Property is granted.

Section 8. A variation from Section 156.104 of the Zoning Ordinance to eliminate the requirement for a loading dock for each building having a gross floor area of ten thousand (10,000) square feet is granted.

Section 9. A variation from Section 156.049 of the Zoning Ordinance to eliminate the landscaping requirements to allow landscaping on the property to remain as it exists is granted.

Section 10. A variation from Section 156.039 (B) (4) of the Zoning Ordinance to eliminate the requirement for a fence and landscaping between the residential and nonresidential uses is granted.

Section 11. This ordinance shall be on file with the City Clerk and shall be recorded with the DuPage County Recorder of Deeds.

Section 12. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of the conflict.

Section 13. This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 22nd day of September 2015, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 22nd day of September 2015.

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 22nd day of September 2015.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

EXHIBIT "A"

Legal Description

LOT 2 IN LUKOSIUS' SECOND PLAT OF SURVEY OF PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 18, 1953 AS DOCUMENT NUMBER 692273, EXCEPTING THEREFROM THE SOUTHERLY 231.12 FEET OF THE WESTERLY 105.01 FEET, AS MEASURED ALONG THE SOUTHERLY AND WESTERLY LINES THEREFORE, ALL IN DUPAGE COUNTY, ILLINOIS.

PINs 06-22-103-081
06-22-103-003
06-22-304-004
06-22-308-002
06-22-308-003
06-22-303-021
06-22-303-022
06-22-303-023

COMMONLY KNOWN AS: 1S325 ARDMORE AVENUE, OAKBROOK TERRACE,
ILLINOIS 60181

EXHIBIT "B"

Site Plan

RESOLUTION NO. 15 - 14

A RESOLUTION AUTHORIZING AND APPROVING A LICENSE AGREEMENT FOR AN ENCROACHMENT OF A CERTAIN IMPROVEMENT INTO THE PUBLIC RIGHT-OF-WAY IN THE CITY OF OAKBROOK TERRACE, ILLINOIS (1S325 ARDMORE AVENUE)

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the 1970 Illinois Constitution provides that units of local government may contract and otherwise associate among themselves and with individuals, associations and corporations in any manner not prohibited by law or ordinance (Ill. Const., 1970, art. VII, § 10); and

WHEREAS, the City is authorized to manage and control all property of the City, including public streets and rights-of-way within its jurisdiction; and

WHEREAS, the City owns and controls a certain public right-of-way commonly known as Ardmore Avenue (the “Right-of-Way”), in the City; and

WHEREAS, the Oakbrook Terrace Community Park District (the “District”) controls and maintains the Heritage Complex (the “Complex”) located at 1S325 Ardmore Avenue in the City, which Complex property is legally described in Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, the Complex abuts the Right-of-Way, and the Complex’s monument sign (the “Improvement”) totaling 82.5 square feet is located on the east side of the Right-of-Way, fifteen (15) feet west of the Complex’s property line, and

WHEREAS, the Improvement encroaches upon a portion of the Right-of-Way, as depicted on the site plan attached hereto and made a part hereof as Exhibit “B” (the “Encroachment”); and

WHEREAS, the City has determined that the Improvement that constitutes the Encroachment upon the Right-of-Way, as described hereinabove, will not result in any detriment to the City or the Right-of-Way, and that the interests of the City and its residents will be fully protected if the Improvement that constitutes the Encroachment upon the Right-of-Way is permitted to encroach upon the Right-of-Way in accordance with the terms and conditions of a “License Agreement for an Encroachment of a Certain Improvement into the Public Right-of-Way in the City of Oakbrook Terrace (1S325 Ardmore Avenue)” (the “Agreement”), which is attached hereto and made a part hereof as Exhibit “C”;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Oakbrook Terrace, DuPage County, Illinois as follows:

Section 1. The Agreement is hereby approved, and the Mayor and City Clerk are, respectively, authorized to execute and attest the Agreement substantially in the form attached hereto as Exhibit "C".

Section 2. All resolutions or parts of resolutions in conflict with the provisions of this Resolution and hereby repealed to the extent of the conflict.

Section 3. The Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED this 22nd day of September, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 22nd day of September 2015.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

EXHIBIT "A"

Legal Description

LOT 2 IN LUKOSIUS' SECOND PLAT OF SURVEY OF PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAY THEREOF RECORDED AUGUST 18, 1953 AS DOCUMENT NUMBER 692273, EXCEPTING THEREFROM THE SOUTHERLY 231.12 FEET OF THE WESTERLY 105.01 FEET, AS MEASURED ALONG THE SOUTHERLY AND WESTERLY LINES THEREFORE, ALL IN DUPAGE COUNTY, ILLINOIS.

PINs 06-22-103-081
06-22-103-003
06-22-304-004
06-22-308-002
06-22-308-003
06-22-303-021
06-22-303-022
06-22-303-023

COMMONLY KNOWN AS: 18325 ARDMORE AVENUE, OAKBROOK TERRACE,
ILLINOIS 60181

EXHIBIT "B"

Site Plan

EXHIBIT "C"

License Agreement for an Encroachment of a Certain Improvement into the Public Right-of-Way in the City of Oakbrook Terrace (1S325 Ardmore Avenue)

**A LICENSE AGREEMENT FOR AN ENCROACHMENT OF A
CERTAIN IMPROVEMENT INTO THE PUBLIC RIGHT-OF-WAY
IN THE CITY OF OAKBROOK TERRACE, ILLINOIS
(1S325 ARDMORE AVENUE)**

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Oakbrook Terrace, an Illinois municipal corporation (the "City"), and the Oakbrook Terrace Community Park District (the "District"),

WITNESSETH:

WHEREAS, the City is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such Section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the 1970 Illinois Constitution provides that units of local government may contract and otherwise associate among themselves and with individuals, associations and corporations, in any manner not prohibited by law or ordinance (Ill. Const., 1970, art. VII, § 10);

WHEREAS, the City is authorized to manage and control all property of the City, including public streets and rights-of-way within its jurisdiction;

WHEREAS, the City owns and controls a certain public right-of-way commonly known as Ardmore Avenue (the "Right-of-Way"), in the City;

WHEREAS, the District controls and maintains the Heritage Complex (the "Complex") located at 1S325 Ardmore Avenue in the City, which Complex property is legally described in Exhibit "A" attached hereto and made a part hereof;

WHEREAS, the Complex abuts the Right-of-Way, and the Complex's monument sign (the "Improvement") totaling 82.5 square feet is located on the east side of the Right-of-Way, fifteen (15) feet west of the Complex's property line;

WHEREAS, the Improvement encroaches upon a portion of the Right-of-Way, as depicted on the site plan attached hereto and made a part hereof as Exhibit "B" (the "Encroachment");

WHEREAS, the City has determined that the Improvement that constitutes the Encroachment upon the Right-of-Way, as described hereinabove, will not result in any detriment to the City or the Right-of-Way, and that the interests of the City and its residents will be fully protected if the Improvement that constitutes the Encroachment upon the Right-of-Way is permitted to encroach upon the Right-of-Way in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein set forth, the City and the District agree as follows:

ARTICLE I
THE RECITALS ARE PART OF THE AGREEMENT

The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set forth in this Article I.

ARTICLE II
LICENSE TO USE THE RIGHT-OF-WAY

A. The City does hereby grant to the District a license over a portion of the Right-of-Way, only for the purpose of locating, using, maintaining and restoring the Improvement that constitutes the Encroachment, as depicted on Exhibit "B" (the "License").

B. As part of the License, the City shall permit the District and any contractor hired by the District, all reasonable access to the Right-of-Way, at all reasonable times, to enable the District and such contractor to maintain and restore the Improvement that constitutes the Encroachment upon the Right-of-Way as provided in Article III of this Agreement.

C. The License granted hereunder may be revoked by the City if the District fails to meet all the terms and conditions of this Agreement, fails to maintain the Improvement that constitutes the Encroachment upon the Right-of-Way in accordance with Section 156.043 of The Zoning Ordinance of the City of Oakbrook Terrace (the "Zoning Ordinance"), or uses the Right-of-Way for any purpose other than for the Improvement that constitutes the Encroachment upon the Right-of-Way, or for uses in the Right-of-Way that are permitted to the public at large.

D. This Agreement and the License will be automatically terminated upon the District's removal of the Improvement that constitutes the Encroachment from the Right-of-Way in its entirety.

E. From and after the termination of the License granted hereunder, the District shall remove the Improvement that constitutes the Encroachment upon the Right-of-Way, and if the District fails to do so within thirty (30) days after termination of the License granted herein, the City may remove the Improvement that constitutes the Encroachment upon the Right-of-Way, without further notice, and may obtain reimbursement of the costs thereof from the District.

ARTICLE III
RESPONSIBILITIES OF THE DISTRICT

A. If the District hires a contractor to maintain or restore the Improvement that constitutes the Encroachment upon the Right-of-Way, the District shall require the contractor to obtain all required permits from the City for work in the public right-of-way. The District will

be solely responsible, at its own cost, for any required repairs or restoration to the street pavement, water mains or other City improvements in the Right-of-Way due to damage resulting from the work of the District or its contractor during the maintenance or use of any portion of the Improvement.

B. At all times during the operation of the License granted hereunder, the District will be solely responsible, at its own cost, for maintenance of the Improvement that constitutes the Encroachment upon the Right-of-Way, within no more than forty-five (45) days after the City notifies the District, in writing, that the City has observed a violation of Section 156.043 of the Zoning Ordinance or damage to the Improvement that constitutes the Encroachment upon the Right-of-Way. In addition, the District will be solely responsible, at its own cost, for repair of the Improvement that constitutes the Encroachment upon the Right-of-Way, under, but not limited to, the following circumstances:

1. The Improvement that constitutes the Encroachment upon the Right-of-Way has been damaged in the course of any work in the Right-of-Way undertaken by the City for improvement or maintenance of the street pavement, water mains, or other City improvements in the Right-of-Way, in which case the District shall be required to repair and restore the Improvement damaged as a result of the City's work.

2. The Improvement that constitutes the Encroachment upon the Right-of-Way has been damaged in the course of the City's snow plowing activities, in which case the District shall be required to repair and restore the Improvement damaged as a result of the City's work.

C. The District will meet all permitting requirements of the City for the Improvement in the Right-of-Way.

D. At all times during the operation of the License granted hereunder, the District shall maintain, as part of the insurance coverage for the Complex, Comprehensive General Liability insurance on the portion of the Right-of-Way on which the Improvement is located and encroaches upon the Right-of-Way, in the amount of \$1,000,000 for bodily injury, including accidental death (each occurrence and aggregate), and \$1,000,000 for property damage liability (each occurrence and aggregate), to protect the City, its officers, agents and employees from and against any liability for the District's location, use, maintenance or restoration of the Improvement that constitutes the Encroachment upon the Right-of-Way. Such policy shall name the City, its officers, agents and employees as additional insureds, and shall require written notice to the City at least thirty (30) days prior to any cancellation, non-renewal or material modification of such coverage. The District shall provide a certificate of insurance to the City as evidence of such coverage.

[The remainder of this page has been left blank intentionally.]

ARTICLE IV
INDEMNIFICATION AND HOLD HARMLESS

During the duration of the License granted hereunder, the District agrees to defend, indemnify and hold the City harmless for any and all claims or liabilities resulting from the negligence of the District, any contractor hired by the District, in connection with the location, use, maintenance or restoration of the Improvement that constitutes the Encroachment upon the Right-of-Way, including any third-party claims for personal injury or property damage, provided that the District's obligation to defend, indemnify and hold harmless the City shall not extend to claims and liabilities due to the City's own negligence.

ARTICLE V
LICENSE AND OBLIGATIONS TO RUN WITH THE LAND

This Agreement shall be recorded by the City at the District's expense. The License granted hereunder, and the obligations of the parties to one another as set forth in this Agreement shall run with the land and be binding on the City, the District, and their respective successors and assigns until the termination of the License as provided in Article II of this Agreement, at which time this Agreement shall be canceled by a recorded document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8th day of September 2015.

CITY OF OAKBROOK TERRACE

**OAKBROOK TERRACE
COMMUNITY PARK DISTRICT**

By: _____
Tony Ragucci, Mayor

By: _____
Roger Sweitzer, President

Attest: _____
Michael Shadley, City Clerk

Attest: _____
Maryann Neffke, Secretary

EXHIBIT "A"

Legal Description

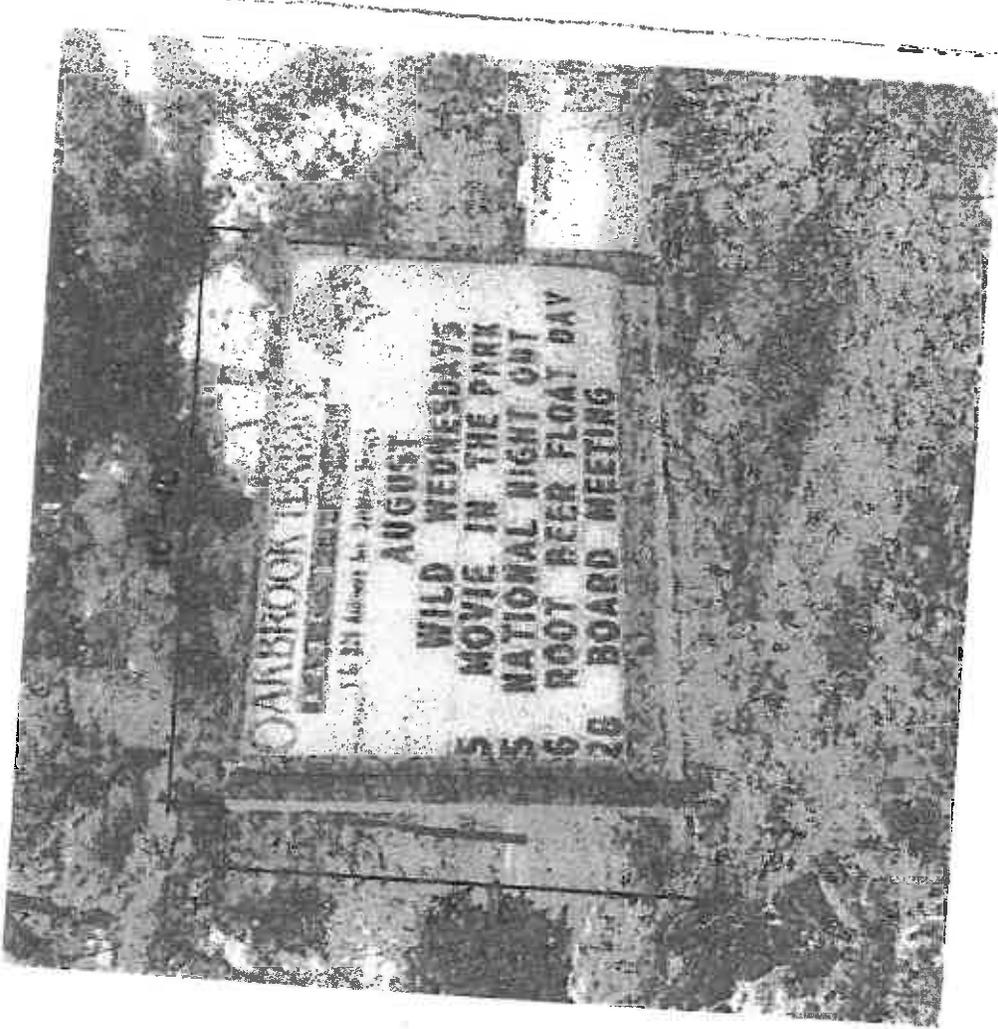
LOT 2 IN LUKOSIUS' SECOND PLAT OF SURVEY OF PART OF THE WEST HALF OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 18, 1953 AS DOCUMENT NUMBER 692273, EXCEPTING THEREFROM THE SOUTHERLY 231.12 FEET OF THE WESTERLY 105.01 FEET, AS MEASURED ALONG THE SOUTHERLY AND WESTERLY LINES THEREFORE, ALL IN DUPAGE COUNTY, ILLINOIS.

PINs 06-22-103-081
06-22-103-003
06-22-304-004
06-22-308-002
06-22-308-003
06-22-303-021
06-22-303-022
06-22-303-023

COMMONLY KNOWN AS: 1S325 ARDMORE AVENUE, OAKBROOK TERRACE,
ILLINOIS 60181

EXHIBIT "B"

Site Plan



P

 PARK ENTRANCE SIGN
SCALE:

SEP 22 2015

RESOLUTION NO. 15 - 16

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO
THE CONTRACT WITH NELSON FIRE PROTECTION FOR THE NEW POLICE
FACILITY PROJECT FOR THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace, Illinois (the "City") is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City entered into a Contract with Nelson Fire Protection for the New Police Facility Project (the "Project") in the City;

WHEREAS, the corporate authorities of the City have determined that due to funding constraints, it is advisable, necessary and in best interest of the City to reduce the scope of the Project by eliminating certain planned renovations of City Hall as set forth in the Change Order – (Field Order No. 24R – Fire Protection (Bid Package 15A) that is attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1. Recitals. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2. Compliance with Section 33E-9 of the Illinois Criminal Code. The corporate authorities find that (1) the circumstances said to necessitate the changes to the Contract were not reasonably foreseeable at the time the Contract was signed, or (2) the changes to the Contract are germane to the original Contract as signed and (3) the Change Orders are in the best interest of the City.

Section 3. Compliance with the Public Works Contract Change Order Act. The corporate authorities find that this Change Order does not authorize or necessitate an increase in the Contract price that is fifty percent (50%) or more of the original Contract price and that it does not authorize or necessitate an increase in the price of a subcontract under the Contract that is fifty percent (50%) or more of the original subcontract price.

Section 4. Authorization. The City Administrator shall be and is hereby authorized and directed to execute the Change Order to the Contract by and between the City and Nelson Fire Protection for the Project, which Change Order is attached hereto as Exhibit "A" and made a part hereof with such terms therein, consistent with this resolution as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such Change Order by the City Administrator and the Mayor.

Section 5. Payment of Prevailing Rate of Wages. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the Contract or perform the work authorized by the approved Change Order, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work authorized by the approved Change Order.

Section 6. Effective Date. This resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 22nd day of September 2015, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 22nd day of September 2015.

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 22nd day of September 2015.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

Exhibit A

**City of Oakbrook Terrace, Illinois
Change Order (Field Order No. 24R – Fire Protection - Bid Package 15A)**

**CITY OF OAKBROOK TERRACE, ILLINOIS
CHANGE ORDER**

Date: 9/22/15

Field Order No. 24R Dated 7/16/15

Project: New Police Facility and Renovation of City Hall

Agreement: *Contract between the City of Oakbrook Terrace, Illinois and Nelson Fire Protection for the furnishing of Fire Protection (Bid Package 15A) for the New Police Facility and Renovation of City Hall*

The Contract between the City of Oakbrook Terrace, Illinois and *Nelson Fire Protection* for the furnishing of *Fire Protection (Bid Package 15A)* the New Police Facility and Renovation of City Hall is hereby amended as follows:

1. The Trade Contract Scope of Work is hereby reduced by the deletion of all work **associated with the renovation of City Hall**, including but not limited to the following:

ALTERNATE 1 – CITY HALL RENOVATION Fire Protection

1. Provide and install complete, design/build fire protection systems as shown on the drawings, including the dry system, wet system and the FM200 system for the computer server room.
2. Provide final sprinkler head layout drawings and submit to all applicable agencies for approval, including hydraulic calculations, and showing each type of system and the required hanger and supports. All sprinkler heads in ceiling tiles are to be centered in tile.
3. The wet system will include hook up to the 6” main (supplied by others) this is to include all backflow preventers and associated piping.
4. Provide and install all fire department connections and fire alarm bells as required for fire district approval.
5. The dry system will have a 4” OS&Y valve with tamper switch, a pipe mounted air compressor dry valve assembly, and a connection to the fire department connection.
6. This Trade Contractor shall coordinate with the electrician for all connections needed to the main fire alarm control panel for any of the work covered in this scope.
7. Provide and install all types of sprinkler heads as called out in the plans and specs.
8. For the FM200 system provide and install clean agent and storage tanks as specified, including and FMG approved or NATL listed, including equipment required for testing, supervising, and operating fire extinguishing system.
9. For the FM200 provide and install the annunciator panel and wiring to the main FACP. Coordinate with the electrician for final connections to monitor this panel within the main FACP.
10. The dry system is to include protection for any exterior overhang exceeding 4’ on the city hall.
11. All attic spaces to be sprinklered.
12. Include all fire protection needed for basement areas.

Change to Contract Sum:

	Original Contract	\$ 197,625.00
	Deleted Cost of City Hall Portion of Work (As Bid)	\$ (80,865.00)
	Change To Contract Sum By Previous Authorized Change Orders	3,226.00
	Expended Costs Against City Hall Portion of the Work Through April 15, 2015	<u>\$ 4,065.00</u>

Adjusted change to the Contract Sum authorized by this Change Order for City Hall Deduction \$ 124,051.00

Approved this ____ day of October 2015.

City: City of Oakbrook Terrace, Illinois

Trade Contractor: ***Nelson Fire Protection***

By: _____
Amy L. Marrero, City Administrator

By: _____
Travis Glime, President

RESOLUTION NO. 15 - 17

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO
THE CONTRACT WITH BUILDERS CONCRETE SERVICES, LLC. FOR THE NEW
POLICE FACILITY PROJECT FOR THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace, Illinois (the "City") is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City entered into a Contract with Builders Concrete Services, LLC. for the New Police Facility Project (the "Project") in the City;

WHEREAS, the corporate authorities of the City have determined that due to funding constraints, it is advisable, necessary and in best interest of the City to reduce the scope of the Project by eliminating certain planned renovations of City Hall as set forth in the Change Order – (Field Order No. 24R – Building Concrete (Bid Package 03A) that is attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1. Recitals. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2. Compliance with Section 33E-9 of the Illinois Criminal Code. The corporate authorities find that (1) the circumstances said to necessitate the changes to the Contract were not reasonably foreseeable at the time the Contract was signed, or (2) the changes to the Contract are germane to the original Contract as signed and (3) the Change Orders are in the best interest of the City.

Section 3. Compliance with the Public Works Contract Change Order Act. The corporate authorities find that this Change Order does not authorize or necessitate an increase in the Contract price that is fifty percent (50%) or more of the original Contract price and that it does not authorize or necessitate an increase in the price of a subcontract under the Contract that is fifty percent (50%) or more of the original subcontract price.

Section 4. Authorization. The City Administrator shall be and is hereby authorized and directed to execute the Change Order to the Contract by and between the City and Builders Concrete Services, LLC. for the Project, which Change Order is attached hereto as Exhibit "A" and made a part hereof with such terms therein, consistent with this resolution as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such Change Order by the City Administrator and the Mayor.

Section 5. **Payment of Prevailing Rate of Wages.** The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the Contract or perform the work authorized by the approved Change Order, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work authorized by the approved Change Order.

Section 6. **Effective Date.** This resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 22nd day of September 2015, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 22nd day of September 2015.

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 22nd day of September 2015.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

Exhibit A

City of Oakbrook Terrace, Illinois
Change Order (Field Order No. 24R – Building Concrete - Bid Package 03A)

**CITY OF OAKBROOK TERRACE, ILLINOIS
CHANGE ORDER**

Date: 9/22/15

Field Order No. 24R Dated 7/16/15

Project: New Police Facility and Renovation of City Hall

Agreement: *Contract between the City of Oakbrook Terrace, Illinois and Builders Concrete Services, LLC. for the furnishing of Building Concrete (Bid Package 03A) for the New Police Facility and Renovation of City Hall*

The Contract between the City of Oakbrook Terrace, Illinois and *Builders Concrete Services, LLC.* for the furnishing of *Building Concrete (Bid Package 03A)* for the New Police Facility and Renovation of City Hall is hereby amended as follows:

1. The Trade Contract Scope of Work is hereby reduced by the deletion of all work **associated with the renovation of City Hall**, including but not limited to the following:

CONCRETE

Furnish and install all supervision, layout, labor, equipment, materials and incidentals as required to perform all building in accordance with all plans, specifications, reports and addenda indicated in the attached drawing log including but not limited to the following:

City Hall Renovation

1. Furnish and install all building and mechanical enclosure foundations and piers including all reinforcing steel, forming, framing, concrete and accessories as necessary for a complete installation.
2. Furnish and install exterior concrete stairs, including footings, foundation walls, insulation, and all other miscellaneous items/accessories for a complete installation.
3. Furnish and install all concrete stoops and frost walls.
4. Furnish and install all concrete equipment and housekeeping pads.
5. Furnish and install slab on grade repairs/patching at grade and basement level including WWF with a minimum 10 MIL vapor barrier. Stone furnished by others, installed/compacted by this Trade Contractor.

Change to Contract Sum:

	Original Contract	\$ 291,000.00
	Deleted Cost of City Hall Portion of Work (As Bid)	\$ (66,000.00)
	Change To Contract Sum By Previous Authorized Change Orders	-
	Expended Costs Against City Hall Portion of the Work Through April 15, 2015	\$ -

Adjusted change to the Contract Sum authorized by this Change Order for City Hall Deduction \$ 225,000.00

Approved this ____ day of October 2015.

City: City of Oakbrook Terrace, Illinois

By: _____
Amy L. Marrero, City Administrator

Trade Contractor: ***Builders Concrete
Services, LLC.***

By: _____
Sebastian Palumbo, President

RESOLUTION NO. 15 - 18**A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO
THE CONTRACT WITH FOX EXCAVATING, INC. FOR THE NEW POLICE
FACILITY PROJECT FOR THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace, Illinois (the "City") is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City entered into a Contract with Fox Excavating, Inc. for the New Police Facility Project (the "Project") in the City;

WHEREAS, the corporate authorities of the City have determined that due to funding constraints, it is advisable, necessary and in best interest of the City to reduce the scope of the Project by eliminating certain planned renovations of City Hall as set forth in the Change Order – (Field Order No. 24R – Site Utilities (Bid Package 02C) that is attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1. Recitals. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2. Compliance with Section 33E-9 of the Illinois Criminal Code. The corporate authorities find that (1) the circumstances said to necessitate the changes to the Contract were not reasonably foreseeable at the time the Contract was signed, or (2) the changes to the Contract are germane to the original Contract as signed and (3) the Change Orders are in the best interest of the City.

Section 3. Compliance with the Public Works Contract Change Order Act. The corporate authorities find that this Change Order does not authorize or necessitate an increase in the Contract price that is fifty percent (50%) or more of the original Contract price and that it does not authorize or necessitate an increase in the price of a subcontract under the Contract that is fifty percent (50%) or more of the original subcontract price.

Section 4. Authorization. The City Administrator shall be and is hereby authorized and directed to execute the Change Order to the Contract by and between the City and Fox Excavating, Inc. for the Project, which Change Order is attached hereto as Exhibit "A" and made a part hereof with such terms therein, consistent with this resolution as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such Change Order by the City Administrator and the Mayor.

Section 5. Payment of Prevailing Rate of Wages. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the Contract or perform the work authorized by the approved Change Order, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work authorized by the approved Change Order.

Section 6. Effective Date. This resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 22nd day of September 2015, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 22nd day of September 2015.

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 22nd day of September 2015.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

Exhibit A

City of Oakbrook Terrace, Illinois
Change Order (Field Order No. 24R – Site Utilities - Bid Package 02C)

**CITY OF OAKBROOK TERRACE, ILLINOIS
CHANGE ORDER**

Date: 9/22/15

Field Order No. 24R Dated 7/16/15

Project: New Police Facility and Renovation of City Hall
Agreement: *Contract between the City of Oakbrook Terrace, Illinois and Fox Excavating, Inc. for the furnishing of Site Utilities (Bid Package 02C) for the New Police Facility and Renovation of City Hall*

The Contract between the City of Oakbrook Terrace, Illinois and *Fox Excavating, Inc.* for the furnishing of *Site Utilities (Bid Package 02C)* for the New Police Facility and Renovation of City Hall is hereby amended as follows:

1. The Trade Contract Scope of Work is hereby reduced by the deletion of all work associated with site utilities for the renovation of City Hall, including but not limited to the following:

SITE UTILITIES

1. Furnish and install all water, storm and sanitary systems as required per plans and specifications.
2. Perform all underground site utility demolition as outlined in demolition plan, including removal from site, backfill as specified, plugs and caps of existing, televising. All trenches below or within the impact zone of proposed or existing site utilities, pavements, curbs, sidewalks, driveways or structures shall be backfill with crushed stone & compacted. **Note:** For base bid, assume Sanitary Sewer per Note 7 on C-3 Demolition Plan requires capping at the main below 16th St. rather than at property line. Base price is to include all saw-cutting and associated pavement repairs. See Alternate #1 below.
3. All lay out for this scope of work to be included in this contract, a benchmark will be supplied by HCI for reference.
4. Stub the sanitary connection to within 5' of the building. Furnish and install connection to sanitary sewer stub. Clean outs are furnished/installed by this Trade Contractor.
5. Stub the building storm line to within 5' of the building. Furnish and install connection to storm sewer stub. Clean outs are furnished/installed by this Trade Contractor.
6. Domestic water service is to extend into the building and stub up approximately 12" AFF. Reference plumbing plans for exact location of water service entrance to building.
7. Core drill and connect new storm and sanitary line to existing structures as required per plans and specifications.
8. Adjust existing lids to new elevations; readjust new and existing rims the day before stoning and prior to asphalt, concrete, and permeable paver installations.
9. Excavate, remove and dispose of spoils to an approved landfill, backfill and compact excavations for this entire subcontractor's work per plans and specifications.
10. Trade Contractor is responsible for all saw cutting and pavement repairs associated with tie in of proposed site utilities to existing utilities.
11. Furnish and install trench backfill in all site utility trenches below or within the impact zone of any proposed or existing utilities, pavements, driveways or sidewalks.
12. Furnish and install site water systems including all piping, wrap, tracer wire, valves, fittings, hot taps, hydrants, and accessories as necessary for a complete system.
13. Furnish and install site storm and sanitary systems including all piping, steel sleeves, flared end sections, and accessories for a complete system.
14. Furnish and install all catch basins, manholes, trench drains, cleanouts, inlets, storm wye/tees, as require for a complete installation.
15. Chlorination and flushing of all water service piping and pressure testing of all piping installed by this contractor to be included in this contract.

16. Furnish and install all inlet protection for this contractor's newly installed work, as well as all existing storm sewer manholes/inlets within the proposed work area per the plans and specifications. Include maintenance of said protection until final occupancy by the owner.
17. Furnish and install down spout stubs with hubs.
18. Pumping/dewatering as required to complete this scope of work.
19. Mobilizations as required to complete all three phases of this contract.
20. Damage caused by this subcontractor to silt fencing and or grade stakes will be properly repaired by this subcontractor or they will be back charged for the repairs.
21. This sub-contractor responsible for all scheduling of testing both from local agencies and the owners testing agencies. Must notify owner's rep 72 hours in advance of testing.

Change to Contract Sum:

	Original Contract	\$ 405,000.00
	Deleted Cost of City Hall Portion of Work (As Bid)	\$(130,000.00)
	Change To Contract Sum By Previous Authorized Change Orders	7,394.00
	Expended Costs Against City Hall Portion of the Work Through April 15, 2015	<u>\$ -</u>

Adjusted change to the Contract Sum authorized by this Change Order for City Hall Deduction \$ 282,394.00

Approved this ____ day of October 2015.

City: City of Oakbrook Terrace, Illinois

Trade Contractor: ***Fox Excavating Inc.***

By: _____
Amy L. Marrero, City Administrator

By: _____
Gary Martin, President

SEP 22 2015

RESOLUTION NO. 15 - 19

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO
THE CONTRACT WITH ALL AMERICAN EXTERIOR SOLUTIONS FOR THE NEW
POLICE FACILITY PROJECT FOR THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace, Illinois (the "City") is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City entered into a Contract with All American Exterior Solutions for the New Police Facility Project (the "Project") in the City;

WHEREAS, the corporate authorities of the City have determined that due to funding constraints, it is advisable, necessary and in best interest of the City to reduce the scope of the Project by eliminating certain planned renovations of City Hall as set forth in the Change Order – (Field Order No. 24R – Shingles And Membrane Roofing (Bid Package 07A) that is attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1. Recitals. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2. Compliance with Section 33E-9 of the Illinois Criminal Code. The corporate authorities find that (1) the circumstances said to necessitate the changes to the Contract were not reasonably foreseeable at the time the Contract was signed, or (2) the changes to the Contract are germane to the original Contract as signed and (3) the Change Orders are in the best interest of the City.

Section 3. Compliance with the Public Works Contract Change Order Act. The corporate authorities find that this Change Order does not authorize or necessitate an increase in the Contract price that is fifty percent (50%) or more of the original Contract price and that it does not authorize or necessitate an increase in the price of a subcontract under the Contract that is fifty percent (50%) or more of the original subcontract price.

Section 4. Authorization. The City Administrator shall be and is hereby authorized and directed to execute the Change Order to the Contract by and between the City and All American Exterior Solutions for the Project, which Change Order is attached hereto as Exhibit "A" and made a part hereof with such terms therein, consistent with this resolution as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such Change Order by the City Administrator and the Mayor.

Section 5. Payment of Prevailing Rate of Wages. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the Contract or perform the work authorized by the approved Change Order, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work authorized by the approved Change Order.

Section 6. Effective Date. This resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 22nd day of September 2015, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 22nd day of September 2015.

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 22nd day of September 2015.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

Exhibit A

City of Oakbrook Terrace, Illinois
Change Order (Field Order No. 24R – Shingles & Membrane Roofing - Bid Package 07A)

**CITY OF OAKBROOK TERRACE, ILLINOIS
CHANGE ORDER**

Date: 9/22/15

Field Order No. 24R Dated 7/16/15

Project: New Police Facility and Renovation of City Hall

Agreement: *Contract between the City of Oakbrook Terrace, Illinois and All American Exterior Solutions for the furnishing of Shingles & Membrane Roofing (Bid Package 07A) for the New Police Facility and Renovation of City Hall*

The Contract between the City of Oakbrook Terrace, Illinois and *All American Exterior Solutions* for the furnishing of *Shingles & Membrane Roofing (Bid Package 07A)* the New Police Facility and Renovation of City Hall is hereby amended as follows:

1. The Trade Contract Scope of Work is hereby reduced by the deletion of all work **associated with the renovation of City Hall**, including but not limited to the following:

ALTERNATE #1 - CITY HALL RENOVATION

1. Provide a complete tear off of existing shingle roofing per drawings CH AD3.1, inspect and replace any unacceptable plywood sheathing as required. Trade Contractor to include \$2,500 allowance in base proposal amount for removal & replacement of plywood sheathing. Plywood sheathing to be replaced only as directed by HCI site superintendent. Any unused portions of this allowance to be backed out of contract amount upon completion of contract.
2. Furnish and install asphalt shingles, complete with ice and water shield, continuous shingle vent, ridge vent, building felt, copper flashing in the open valleys, baby tins, stepped copper flashings, counter flashing, flashings, venting material under metal copings, and all accessories for a complete asphalt shingle installation.
3. Furnish and install all pre finished aluminum gutters, fascia, pre finished aluminum wrap, pre finished downspouts, caulking, splash blocks, as required for a complete installation. This trade contract includes final connections of downspouts to downspout drains.
4. Trade Contractor understands that removal of existing roofing system will be performed in conjunction with demolition of existing wood trusses and installation of new trusses. Trade Contractor to coordinate with Work with the construction manager, carpenter and demolition contractors to keep the building water tight on a daily basis.
5. Furnish and install all flashing for MEP penetrations.

Change to Contract Sum:

	Original Contract	\$	404,040.00
	Deleted Cost of City Hall Portion of Work (As Bid)	\$	(115,580.00)
	Change To Contract Sum By Previous Authorized Change Orders		1,496.00
	Expended Costs Against City Hall Portion of the Work Through April 15, 2015	\$	<u>1,150.00</u>

Adjusted change to the Contract Sum authorized by this Change Order for City Hall Deduction \$ 291,106.00

Approved this ____ day of October 2015.

City: City of Oakbrook Terrace, Illinois
Solutions

Trade Contractor: ***All American Exterior***

By: _____
Amy L. Marrero, City Administrator

By: _____
James Koukal, Vice-President

RESOLUTION NO. 15 - 20

A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO THE CONTRACT WITH LIBERTYVILLE TILE & CARPET, LTD. FOR THE NEW POLICE FACILITY PROJECT FOR THE CITY OF OAKBROOK TERRACE, ILLINOIS

WHEREAS, the City of Oakbrook Terrace, Illinois (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City entered into a Contract with Libertyville Tile & Carpet, LTD. for the New Police Facility Project (the “Project”) in the City;

WHEREAS, the corporate authorities of the City have determined that due to funding constraints, it is advisable, necessary and in best interest of the City to reduce the scope of the Project by eliminating certain planned renovations of City Hall as set forth in the Change Order – (Field Order No. 24R – Soft Flooring Work (Bid Package 09E-09F) that is attached hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1. Recitals. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2. Compliance with Section 33E-9 of the Illinois Criminal Code. The corporate authorities find that (1) the circumstances said to necessitate the changes to the Contract were not reasonably foreseeable at the time the Contract was signed, or (2) the changes to the Contract are germane to the original Contract as signed and (3) the Change Orders are in the best interest of the City.

Section 3. Compliance with the Public Works Contract Change Order Act. The corporate authorities find that this Change Order does not authorize or necessitate an increase in the Contract price that is fifty percent (50%) or more of the original Contract price and that it does not authorize or necessitate an increase in the price of a subcontract under the Contract that is fifty percent (50%) or more of the original subcontract price.

Section 4. Authorization. The City Administrator shall be and is hereby authorized and directed to execute the Change Order to the Contract by and between the City and Libertyville Tile & Carpet, LTD. for the Project, which Change Order is attached hereto as Exhibit “A” and made a part hereof with such terms therein, consistent with this resolution as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such Change Order by the City Administrator and the Mayor.

Section 5. Payment of Prevailing Rate of Wages. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the Contract or perform the work authorized by the approved Change Order, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work authorized by the approved Change Order.

Section 6. Effective Date. This resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 22nd day of September 2015, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 22nd day of September 2015.

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 22nd day of September 2015.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

Exhibit A

**City of Oakbrook Terrace, Illinois
Change Order (Field Order No. 24R – Soft Flooring Work Bid Package 09E-09F)**

**CITY OF OAKBROOK TERRACE, ILLINOIS
CHANGE ORDER**

Date: 9/22/2015

Field Order No. 24R Dated 7/16/15

Project: New Police Facility and Renovation of City Hall

Agreement: *Contract between the City of Oakbrook Terrace, Illinois and Libertyville Tile & Carpet, LTD. for the furnishing of Soft Flooring Work (Bid Package 09E-09F) for the New Police Facility and Renovation of City Hall*

The Contract between the City of Oakbrook Terrace, Illinois and *Libertyville Tile & Carpet, LTD.* for the furnishing of *Soft Flooring Work (Bid Package 09E-09F)* for the New Police Facility and Renovation of City Hall is hereby amended as follows:

1. The Trade Contract Scope of Work is hereby reduced by the deletion of all work **associated with the renovation of City Hall**, including but not limited to the following:

Carpet/Resilient/Rubber/Linoleum Flooring

1. Furnish and install all carpet including all trim, binding and sealing of cut edges, transitions and accessories as necessary for a complete installation.
2. Furnish and install all VCT, static control, safety flooring, grounding strips, (coordinate installation with electrician on installation of grounding strips), and colored rod, heat welding of seams including all trim, transitions, and accessories as necessary for a complete installation.
3. Furnish and install all linoleum, rubber wall base floor all trim, colored rod, heat welding of seams transitions and accessories as necessary for a complete installation.
4. Furnish and install floor protection.
5. Prepare; patch all floors in this subcontractor's scope to receive flooring materials.
6. Ramp floors for smooth transitions.
7. Provide moisture tests, ph, etc. test for concrete substrate as required by the contract documents and in accordance with adhesive and/or flooring material manufacturer, at all areas to receive flooring.
8. This trade contractor responsible for protecting their work after installation until occupancy and final turn over to the owner. Using clean, non-staining, reinforced plastic sheets with taped joints provide, install, maintain and remove wall to wall protection over 100% of the surface of the materials installed in this bid package. In addition, in all corridors furnish, install, maintain and remove Masonite with taped joints for the full width of the corridor.
9. Furnish and deliver to the project site all attic stock for floorings supplied as specified.
10. Immediately before occupancy and Owner turn over, seal and wax all resilient flooring as called for in the plans and specifications.
11. Coordinate, through the construction manager and with other trade contractors for the installation of work affected by the work of this package. This trade contractor shall cooperate by providing advance notice to the construction manager and shall schedule its work activities in such a manner as to avoid delays in the performance of its own work or the work of others.

12. Field verify, account for, take into consideration, and take appropriate precautions for all floor drains, floor clean-outs, recessed access panels, electrical floor boxes, miscellaneous anchors, recessed frames, thresholds, etc. that may impact this trade contractors scope of work. Allow for patching around all floor drains and clean outs to a diameter of four (4) feet from the drain or clean out.

Change to Contract Sum:

	Original Contract	\$ 141,180.00
	Deleted Cost of City Hall Portion of Work (As Bid)	\$ (45,205.00)
	Change To Contract Sum By Previous Authorized Change Orders	350.00
	Expended Costs Against City Hall Portion of the Work Through April 15, 2015	\$ <u>-</u>

Adjusted change to the Contract Sum authorized by this Change Order for City Hall Deduction \$ 96,325.00

Approved this ____ day of October 2015.

City: City of Oakbrook Terrace, Illinois

Trade Contractor: ***Libertyville Tile & Carpet, LTD.***

By: _____
Amy L. Marrero, City Administrator

By: _____
Thomas Barrie, President

RESOLUTION NO. 15 - 21

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO
THE CONTRACT WITH LIBERTYVILLE TILE & CARPET, LTD. FOR THE NEW
POLICE FACILITY PROJECT FOR THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace, Illinois (the "City") is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City entered into a Contract with Libertyville Tile & Carpet, LTD. for the New Police Facility Project (the "Project") in the City;

WHEREAS, the corporate authorities of the City have determined that due to funding constraints, it is advisable, necessary and in best interest of the City to reduce the scope of the Project by eliminating certain planned renovations of City Hall as set forth in the Change Order – (Field Order No. 24R – Ceramic Tile Flooring (Bid Package 09D) that is attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1. Recitals. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2. Compliance with Section 33E-9 of the Illinois Criminal Code. The corporate authorities find that (1) the circumstances said to necessitate the changes to the Contract were not reasonably foreseeable at the time the Contract was signed, or (2) the changes to the Contract are germane to the original Contract as signed and (3) the Change Orders are in the best interest of the City.

Section 3. Compliance with the Public Works Contract Change Order Act. The corporate authorities find that this Change Order does not authorize or necessitate an increase in the Contract price that is fifty percent (50%) or more of the original Contract price and that it does not authorize or necessitate an increase in the price of a subcontract under the Contract that is fifty percent (50%) or more of the original subcontract price.

Section 4. Authorization. The City Administrator shall be and is hereby authorized and directed to execute the Change Order to the Contract by and between the City and Libertyville Tile & Carpet, LTD. for the Project, which Change Order is attached hereto as Exhibit "A" and made a part hereof with such terms therein, consistent with this resolution as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such Change Order by the City Administrator and the Mayor.

Section 5. Payment of Prevailing Rate of Wages. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the Contract or perform the work authorized by the approved Change Order, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work authorized by the approved Change Order.

Section 6. Effective Date. This resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 22nd day of September 2015, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 22nd day of September 2015.

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 22nd day of September 2015.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

Exhibit A

City of Oakbrook Terrace, Illinois
Change Order (Field Order No. 24R – Ceramic Tile Flooring Bid Package 09D)

**CITY OF OAKBROOK TERRACE, ILLINOIS
CHANGE ORDER**

Date: 9/22/15

Field Order No. 24R Dated 7/16/15

Project: New Police Facility and Renovation of City Hall

Agreement: *Contract between the City of Oakbrook Terrace, Illinois and Libertyville Tile & Carpet, LTD. for the furnishing of Ceramic Tile Flooring (Bid Package 09D) for the New Police Facility and Renovation of City Hall*

The Contract between the City of Oakbrook Terrace, Illinois and *Libertyville Tile & Carpet, LTD.* for the furnishing of *Ceramic Tile Flooring (Bid Package 09D)* for the New Police Facility and Renovation of City Hall is hereby amended as follows:

1. The Trade Contract Scope of Work is hereby reduced by the deletion of all work **associated with the renovation of City Hall**, including but not limited to the following:

Alternate 1 – Ceramic Tile - City Hall Remodel Ceramic Tile

1. Provide all labor and material (per description above) for the associated remodeling work at the CITY HALL as and where shown on the drawings.

Change to Contract Sum:

	Original Contract	\$ 125,389.00
	Deleted Cost of City Hall Portion of Work (As Bid)	\$ (32,930.00)
	Change To Contract Sum By Previous Authorized Change Orders	
	Expended Costs Against City Hall Portion of the Work Through April 15, 2015	_____

Adjusted change to the Contract Sum authorized by this Change Order for City Hall Deduction \$ 92,459.00

Approved this ____ day of October 2015.

City: City of Oakbrook Terrace, Illinois

Trade Contractor: ***Libertyville Tile & Carpet, LTD.***

By: _____
Amy L. Marrero, City Administrator

By: _____
Thomas Barrie, President

SEP 22 2015

RESOLUTION NO. 15 - 22

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO
THE CONTRACT WITH AMERICAN DOOR & DOCK FOR THE NEW POLICE
FACILITY PROJECT FOR THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace, Illinois (the "City") is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City entered into a Contract with American Door & Dock for the New Police Facility Project (the "Project") in the City;

WHEREAS, the corporate authorities of the City have determined that due to funding constraints, it is advisable, necessary and in best interest of the City to reduce the scope of the Project by eliminating certain planned renovations of City Hall as set forth in the Change Order – (Field Order No. 24R – Overhead Doors (Bid Package 08B) that is attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1. Recitals. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2. Compliance with Section 33E-9 of the Illinois Criminal Code. The corporate authorities find that (1) the circumstances said to necessitate the changes to the Contract were not reasonably foreseeable at the time the Contract was signed, or (2) the changes to the Contract are germane to the original Contract as signed and (3) the Change Orders are in the best interest of the City.

Section 3. Compliance with the Public Works Contract Change Order Act. The corporate authorities find that this Change Order does not authorize or necessitate an increase in the Contract price that is fifty percent (50%) or more of the original Contract price and that it does not authorize or necessitate an increase in the price of a subcontract under the Contract that is fifty percent (50%) or more of the original subcontract price.

Section 4. Authorization. The City Administrator shall be and is hereby authorized and directed to execute the Change Order to the Contract by and between the City and American Door & Dock for the Project, which Change Order is attached hereto as Exhibit "A" and made a part hereof with such terms therein, consistent with this resolution as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such Change Order by the City Administrator and the Mayor.

Section 5. **Payment of Prevailing Rate of Wages.** The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the Contract or perform the work authorized by the approved Change Order, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work authorized by the approved Change Order.

Section 6. **Effective Date.** This resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 22nd day of September 2015, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 22nd day of September 2015.

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 22nd day of September 2015.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

Exhibit A

**City of Oakbrook Terrace, Illinois
Change Order (Field Order No. 24R – Overhead Doors Bid Package 08B)**

**CITY OF OAKBROOK TERRACE, ILLINOIS
CHANGE ORDER**

Date: 9/22/15

Field Order No. 24R Dated 7/16/15

Project: New Police Facility and Renovation of City Hall

Agreement: *Contract between the City of Oakbrook Terrace, Illinois and American Door & Dock for the furnishing of Overhead Doors (Bid Package 08B) for the New Police Facility and Renovation of City Hall*

The Contract between the City of Oakbrook Terrace, Illinois and *American Door & Dock* for the furnishing of *Overhead Doors (Bid Package 08B)* the New Police Facility and Renovation of City Hall is hereby amended as follows:

1. The Trade Contract Scope of Work is hereby reduced by the deletion of all work **associated with the renovation of City Hall**, including but not limited to the following:

Overhead Doors & Rolling Shutters

1. Provide all overhead doors and rolling shutters including motors, controllers, keys, pushbuttons, tracks, supports etc. for a complete installation.
2. For the overhead doors in the sally port, work with the security contractor to coordinate the controls of the overhead doors including the pushbutton stations and any hook-ups to the electric motors. Make sure that the controller for the motors can communicate with the security contractors PLC system.
3. Provide all doors with not less than 100,000 cycle's capacity.
4. Coordinate all electrical and low voltage requirements with the electrical, low voltage and security contractors.
5. Provide all safety equipment including the photoelectric sensors, sensor edges etc. for a complete installation.
6. Provide a two year warranty per the specifications.
7. Provide all owners' manuals and training as required per the specifications.
8. Provide color selections and samples as required per the plans and specifications.

Alternates City Hall Remodel

1. Provide all rolling shutters controls, keys, tracks, supports etc. for a complete installation.
2. Provide all electric motors as required for a complete installation.
3. Provide all owners' manuals, training, and warranties as required per the specifications.
4. Provide all safety devices as required for a complete installation.

Change to Contract Sum:

Original Contract	\$ 45,574.00
Deleted Cost of City Hall Portion of Work (As Bid)	\$ (11,418.00)
Change To Contract Sum By Previous Authorized Change Orders	-
Expended Costs Against City Hall Portion of the Work Through April 15, 2015	\$ -

Adjusted change to the Contract Sum authorized by this Change Order for City Hall Deduction \$ 34,156.00

Approved this ____ day of October 2015.

City: City of Oakbrook Terrace, Illinois

By: _____
Amy L. Marrero, City Administrator

Trade Contractor: ***American Door & Dock***

By: _____
Larry Hooker, President

RESOLUTION NO. 15 - 23

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO
THE CONTRACT WITH TRIUMPH RESTORATION, INC. FOR THE NEW POLICE
FACILITY PROJECT FOR THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace, Illinois (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City entered into a Contract with Triumph Restoration, Inc. for the New Police Facility Project (the “Project”) in the City;

WHEREAS, the corporate authorities of the City have determined that due to funding constraints, it is advisable, necessary and in best interest of the City to reduce the scope of the Project by eliminating certain planned renovations of City Hall as set forth in the Change Order – (Field Order No. 24R – Sealants (Bid Package 07B) that is attached hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1. Recitals. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2. Compliance with Section 33E-9 of the Illinois Criminal Code. The corporate authorities find that (1) the circumstances said to necessitate the changes to the Contract were not reasonably foreseeable at the time the Contract was signed, or (2) the changes to the Contract are germane to the original Contract as signed and (3) the Change Orders are in the best interest of the City.

Section 3. Compliance with the Public Works Contract Change Order Act. The corporate authorities find that this Change Order does not authorize or necessitate an increase in the Contract price that is fifty percent (50%) or more of the original Contract price and that it does not authorize or necessitate an increase in the price of a subcontract under the Contract that is fifty percent (50%) or more of the original subcontract price.

Section 4. Authorization. The City Administrator shall be and is hereby authorized and directed to execute the Change Order to the Contract by and between the City and Triumph Restoration, Inc. for the Project, which Change Order is attached hereto as Exhibit “A” and made a part hereof with such terms therein, consistent with this resolution as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such Change Order by the City Administrator and the Mayor.

Section 5. Payment of Prevailing Rate of Wages. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the Contract or perform the work authorized by the approved Change Order, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work authorized by the approved Change Order.

Section 6. Effective Date. This resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 22nd day of September 2015, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 22nd day of September 2015.

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 22nd day of September 2015.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

Exhibit A

City of Oakbrook Terrace, Illinois
Change Order (Field Order No. 24R – Sealants Package 07B)

Exhibit A

City of Oakbrook Terrace, Illinois
Change Order (Field Order No. 24R – Sealants Package 07B)

**CITY OF OAKBROOK TERRACE, ILLINOIS
CHANGE ORDER**

Date: 9/22/15

Field Order No. 24R Dated 7/16/15

Project: New Police Facility and Renovation of City Hall

Agreement: *Contract between the City of Oakbrook Terrace, Illinois and Triumph Restoration, Inc. for the furnishing of Sealants (Bid Package 07B) for the New Police Facility and Renovation of City Hall*

The Contract between the City of Oakbrook Terrace, Illinois and *Triumph Restoration, Inc.* for the furnishing of *Sealants (Bid Package 07B)* the New Police Facility and Renovation of City Hall is hereby amended as follows:

The Trade Contract Scope of Work is hereby reduced by the deletion of all work associated with the renovation of City Hall, including but not limited to the following:

City Hall

1. Provide labor and materials for all sealants, including all incidentals for a complete installation.
2. Provide all non-security sealants, including but not limited to, vanity/ plumbing fixtures, drywall systems, masonry walls, wood windows, etc.
3. Provide joint sealants for the exterior including but not limited to, exterior wall (all), EIFS control and perimeter joints, flat paving concrete, etc.
4. Hollow metal frames and sidelights.

Change to Contract Sum:

	Original Contract	\$ 28,640.00
	Deleted Cost of City Hall Portion of Work (As Bid)	\$ (8,800.00)
	Change To Contract Sum By Previous Authorized Change Orders	-
	Expended Costs Against City Hall Portion of the Work Through April 15, 2015	\$ -

Adjusted change to the Contract Sum authorized by this Change Order for City Hall Deduction \$ 19,840.00

Approved this ____ day of October 2015.

City: City of Oakbrook Terrace, Illinois

Trade Contractor: *Triumph Restoration, Inc.*

By: _____
Amy L. Marrero, City Administrator

By: _____
Alice S. Watrobka, President

SEP 22 2015

RESOLUTION NO. 15 - 24

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO
THE CONTRACT WITH OOSTERBAAN & SONS CO. FOR THE NEW POLICE
FACILITY PROJECT FOR THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace, Illinois (the "City") is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City entered into a Contract with Oosterbaan & Sons Co. for the New Police Facility Project (the "Project") in the City;

WHEREAS, the corporate authorities of the City have determined that due to funding constraints, it is advisable, necessary and in best interest of the City to reduce the scope of the Project by eliminating certain planned renovations of City Hall as set forth in the Change Order – (Field Order No. 24R – Painting & Wallcovering (Bid Package 09H) that is attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1. **Recitals.** The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2. **Compliance with Section 33E-9 of the Illinois Criminal Code.** The corporate authorities find that (1) the circumstances said to necessitate the changes to the Contract were not reasonably foreseeable at the time the Contract was signed, or (2) the changes to the Contract are germane to the original Contract as signed and (3) the Change Orders are in the best interest of the City.

Section 3. **Compliance with the Public Works Contract Change Order Act.** The corporate authorities find that this Change Order does not authorize or necessitate an increase in the Contract price that is fifty percent (50%) or more of the original Contract price and that it does not authorize or necessitate an increase in the price of a subcontract under the Contract that is fifty percent (50%) or more of the original subcontract price.

Section 4. **Authorization.** The City Administrator shall be and is hereby authorized and directed to execute the Change Order to the Contract by and between the City and Oosterbaan & Sons Co. for the Project, which Change Order is attached hereto as Exhibit "A" and made a part hereof with such terms therein, consistent with this resolution as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such Change Order by the City Administrator and the Mayor.

Section 5. Payment of Prevailing Rate of Wages. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the Contract or perform the work authorized by the approved Change Order, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work authorized by the approved Change Order.

Section 6. Effective Date. This resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 22nd day of September 2015, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 22nd day of September 2015.

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 22nd day of September 2015.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

Exhibit A

City of Oakbrook Terrace, Illinois
Change Order (Field Order No. 24R – Painting & Wallcovering Bid Package 09H)

**CITY OF OAKBROOK TERRACE, ILLINOIS
CHANGE ORDER**

Date: 9/22/2015

Field Order No. 24R Dated 7/16/15

Project: New Police Facility and Renovation of City Hall

Agreement: *Contract between the City of Oakbrook Terrace, Illinois and Oosterbaan & Sons Co. for the furnishing of Painting & Wallcovering (Bid Package 09H) for the New Police Facility and Renovation of City Hall*

The Contract between the City of Oakbrook Terrace, Illinois and *Oosterbaan & Sons Co.* for the furnishing of *Painting & Wallcovering (Bid Package 09H)* for the New Police Facility and Renovation of City Hall is hereby amended as follows:

1. The Trade Contract Scope of Work is hereby reduced by the deletion of all work **associated with the renovation of City Hall**, including but not limited to the following:

Painting & Wallcovering Police Facility:

1. Furnish all supervision, labor, materials, tools, and equipment necessary or applicable to the complete and satisfactory performance of the work described in the construction documents pertaining to the Painting and Wallcoverings. This includes but not limited to; all supervision, layout, labor, equipment, materials and incidentals required to perform the intended scope of work for Painting and Wallcoverings in accordance with in all plans, specifications, reports and addenda indicated in the construction documents.
2. Provide all interior and exterior painting, wall coverings, and transparent finishes as required for a complete package. This trade contractor's work shall be completed in every respect for all construction even though every item may not be specified or detailed to be painted individually when referenced in general in the construction documents.
3. Provide and install all wallcovering types (inclusive of all priming and substrate preparation) as indicated for a complete installation.
4. Prime and paint all miscellaneous metals items including but not limited to, lintels (both interior & exterior), railings, ladders, bollards, etc. as indicated in the contract documents and when referenced to be painted in general notes.
5. Protect all adjacent surface (inclusive of floors) from overspray, spills etc. Second finish coat will be installed after ceiling installation as directed by the construction manager; this may require a separate mobilization. Painting contractor shall be required to cut-in the second finish coat around installed ceiling grid. This trade contractor is responsible to cut-in the second finish coat around ceiling grid and other finishes. Remove protection after completion of painting, as directed by the construction manager and clean/repair all damaged areas as necessary and required. The final coat to be installed after all other finishes (ceiling, millwork, flooring cabinets, MEP trim, etc.) is completed.
6. Include in your base bid an additional 40 man-hours for touch-up of walls, door frames, other painted surfaces, etc. due to unknown causes. Man-hours expended for this item of work shall be directed by the construction manager. Include the cost of material and labor for this touchup work in your base bid and provide in as a separate line in the total bid breakdown. Please note the labor and material required for this item of work shall not be used for this contractors punch list items or work otherwise required in this bid package. Hours expended to be tracked on a time and material ticket. Unused hours will be deducted from the contract.
7. Clean and prepare all surfaces to be painted as recommended by the specifications and coating manufacturers. Provide finish sanding as required to provide a suitable surface for painting and de-gloss any factory-applied primers as required to provide a suitable surface for painting. Provide all filler and spackle for irregularities and minor cracks.
8. Remove and reinstall all switch plates, escutcheons, hardware, and other trim pieces, apply protection and remove the same after completion of painting work.

9. Do not paint over any fire rating labels or equipment tags. Remove all factory-installed protection or tape over equipment and door/frame labels to expose labels after finish painting.
Do not store painting materials on the floors unless given prior authorization by the construction manager.
10. Coordinate, through the construction manager and with other trade contractors for the installation of work by others affected by the work of this package. This trade contractor shall cooperate by providing advance notice to the construction manager and shall schedule its work activities in such a manner as to avoid delays in the performance of its own work or the work of others.
11. Provide all LEED required submittals and compliance thereof.
12. Provide all required samples for initial selection and for verification for this project. Also provide and comply with mock up requirements as indicated in the contract documents.
13. Trade Contractor shall field verify all existing conditions as required prior to commencing of work and shall make whatever modifications necessary to facilitate the installation of new work. Trade Contractor shall immediately notify the Construction Manager in writing of his findings, especially upon finding unsatisfactory conditions that may affect his work and the quality of the work of others.
14. Trade Contractor shall make arrangements with the Construction Manager for any office or storage provisions prior to mobilization.
15. General (in addition to above):
 - a. Layout as required to perform this scope of work. As required.
 - b. All licenses, fees, permit applications, inspections as required.
 - c. Scheduling of all inspections and testing with local inspectors. As required.
 - d. Mock-ups as required.
 - e. Multiple Mobilizations as required.
 - f. Certified payroll.
 - g. Union installation.

The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but are merely to highlight the major items of work.

Alternate 1 – Painting & Wallcovering - City Hall Remodel

1. Provide all labor and material (per description above) for the associated remodeling work at the CITY HALL as and where shown on the drawings.

Change to Contract Sum:

	Original Contract	\$ 98,410.00
	Deleted Cost of City Hall Portion of Work (As Bid)	\$ (28,231.00)
	Change To Contract Sum By Previous Authorized Change Orders	(980.00)
	Expended Costs Against City Hall Portion of the Work Through April 15, 2015	<u>\$ -</u>

Adjusted change to the Contract Sum authorized by this Change Order for City Hall Deduction \$ 69,199.00

Approved this ____ day of October 2015.

City: City of Oakbrook Terrace, Illinois

Trade Contractor ***Oosterbaan & Sons Co.***

By: _____
Amy L. Marrero, City Administrator

By: _____
Brandt Oosterbaan, President

RESOLUTION NO. 15 - 25

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CHANGE ORDER TO
THE CONTRACT WITH VALLEY SECURITY COMPANY FOR THE NEW POLICE
FACILITY PROJECT FOR THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace, Illinois (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, the City entered into a Contract with Valley Security Company for the New Police Facility Project (the “Project”) in the City;

WHEREAS, the corporate authorities of the City have determined that due to funding constraints, it is advisable, necessary and in best interest of the City to reduce the scope of the Project by eliminating certain planned renovations of City Hall as set forth in the Change Order – (Field Order No. 24R – Security Ceilings, Wire Mesh Partitions, Detention Doors & Hardware, Security Electronics (Bid Package 09C, 10F, 11A, 11B) that is attached hereto as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1. Recitals. The facts and statements contained in the preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2. Compliance with Section 33E-9 of the Illinois Criminal Code. The corporate authorities find that (1) the circumstances said to necessitate the changes to the Contract were not reasonably foreseeable at the time the Contract was signed, or (2) the changes to the Contract are germane to the original Contract as signed and (3) the Change Orders are in the best interest of the City.

Section 3. Compliance with the Public Works Contract Change Order Act. The corporate authorities find that this Change Order does not authorize or necessitate an increase in the Contract price that is fifty percent (50%) or more of the original Contract price and that it does not authorize or necessitate an increase in the price of a subcontract under the Contract that is fifty percent (50%) or more of the original subcontract price.

Section 4. Authorization. The City Administrator shall be and is hereby authorized and directed to execute the Change Order to the Contract by and between the City and Valley Security Company for the Project, which Change Order is attached hereto as Exhibit “A” and made a part hereof with such terms therein, consistent with this resolution as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such Change Order by the City Administrator and the Mayor.

Section 5. Payment of Prevailing Rate of Wages. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the Contract or perform the work authorized by the approved Change Order, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work authorized by the approved Change Order.

Section 6. Effective Date. This resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this 22nd day of September 2015, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 22nd day of September 2015.

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 22nd day of September 2015.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

Exhibit A

City of Oakbrook Terrace, Illinois
Change Order (Field Order No. 24R – Security Ceilings, Wire Mesh Partitions, Detention Doors
& Hardware, Security Electronics - Bid Package 09C, 10F, 11A, 11B)

**CITY OF OAKBROOK TERRACE, ILLINOIS
CHANGE ORDER**

Date: 9/22/2015

Field Order No. 24R Dated 7/16/15

Project: New Police Facility and Renovation of City Hall

Agreement: *Contract between the City of Oakbrook Terrace, Illinois and Valley Security Company for the furnishing of Security Ceilings, Wire Mesh Partitions, Detention Doors & Hardware, Security Electronics (Bid Packages 09C, 10F, 11A, 11B) for the New Police Facility and Renovation of City Hall*

The Contract between the City of Oakbrook Terrace, Illinois and *Valley Security Company* for the furnishing of *Security Ceilings, Wire Mesh Partitions, Detention Doors & Hardware, Security Electronics (Bid Packages 09C, 10F, 11A, 11B)* for the New Police Facility and Renovation of City Hall is hereby amended as follows:

1. The Trade Contract Scope of Work is hereby reduced by the deletion of all work **associated with the renovation of City Hall**, including but not limited to the following:

Detention Security

1. Furnish and install a complete detention and security system for both the new police facility and the remodeled city hall.
2. Furnish and install detention doors, frames, wire mesh partition, borrowed lights, sidelights, window frames, hardware, keys, key cabinet, spare parts and accessories as required for a complete installation.
3. Furnish and install bullet resistant non-operable window with stainless steel deal tray, bullet resistant level 3 package receiver. Bullet resistant speak thru transaction windows with stainless steel deal tray and counter, bullet resistant level 3 package receiver and accessories as required for a complete installation.
4. Furnish and install detention toilet accessories with security fasteners.
5. Furnish and install detention furnishings: hand gun lockers with cylinders, floor mounted stools, leg style square tables, mattress at every bunk where indicated with all accessories for a complete installation.
6. Furnish and deliver to project site handcuff rings and all other embedded items whether in masonry or concrete required under this scope of work for installation by others.
7. Furnish and install all power operated locking devices as required per plans and specifications.
8. Furnish and install powder coated metal security ceilings and access panels at all detention areas and accessories as required for a complete installation. Includes touch up of powder coat finish.
9. Furnish and install angles, anchors, hangers, bolts, straps, plates, brackets and inserts as required.
10. Furnish and install cutouts for all MEP and any other items and access points in security ceilings.
11. Furnish and install a complete and functional PLC Electronic Detection , Monitoring and Control system including: design, engineering, security interface system, sound

systems, interview and booking system, all devices, electrified detention locks with control and status, remote operated builders hardware electrified locks, detentions locks with mechanical, audio thresholds station, overhead door controllers, push button releases, central control, keyless entry system with electrified devices having status and motion detectors, keypads enabling to open the garage door controls, duress push button under counters, consoles, control panels, programming, cameras, closed circuit television system, telephone entry system , access and egress control systems, cabling, wiring/connections, TVSS, software, hardware, intercom card readers and all necessary accessories as required for a complete system including system testing, checkout programming, final adjustments and checkout.

12. Provide demonstration and training as required.

13. Extra materials for all categories as specified.

Change to Contract Sum:

	Original Contract	\$ 531,133.00
	Deleted Cost of City Hall Portion of Work (As Bid)	\$ (27,000.00)
	Change To Contract Sum By Previous Authorized Change Orders	\$ 15,363.00
	Expended Costs Against City Hall Portion of the Work Through April 15, 2015	\$ <u> -</u>

Adjusted change to the Contract Sum authorized by this Change Order for City Hall Deduction \$ 519,496.00

Approved this ____ day of October 2015.

City: City of Oakbrook Terrace, Illinois

Trade Contractor: *Valley Security Company*

By: _____
Amy L. Marrero, City Administrator

By: _____
Todd Harris, President

ORDINANCE NO. 15 - 59

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF A
CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,
AND FBG CORPORATION FOR THE FURNISHING AND INSTALLATION OF NEW
CANOPIES FOR CITY HALL**

WHEREAS, the City of Oakbrook Terrace (the “City”) is a home-rule unit of local government under Article VII, Section 6 of the 1970 Illinois Constitution and, except as limited by such section, it may exercise any power and perform any function pertaining to its government and affairs;

WHEREAS, in the opinion of two-thirds (2/3) of the corporate authorities elected and holding office in the City, savings in costs or efficiencies in construction may be realized by a waiver of competitive bidding for the contracts for the furnishing and installation of new canopies for City Hall (hereinafter referred to as the “Project”); and, therefore, it is advisable, necessary and in the best interest that the City waive the requirement of advertising for competitive bids for the furnishing and installation of new canopies for City Hall for the Project and determine that the requirements to be met and the means and methods to be used in procuring such new canopies for the Project shall be by the submission of a satisfactory proposal in response to a request for proposals;

WHEREAS, the City solicited proposals for the furnishing and installation of new canopies for City Hall for the Project for the City of Oakbrook Terrace, DuPage County, Illinois; and

WHEREAS, FBG Corporation has submitted a satisfactory proposal to the City and it is advisable, necessary and in the public interest that the City contract with FBG Corporation for the furnishing and installation of new canopies for City Hall for the Project and that the City enter into a Contract between the City and FBG Corporation for the furnishing and installation of new canopies for City Hall (the “Contract”), copies of which Contract is attached hereto as Exhibit “B” and made a part hereof;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Oakbrook Terrace, DuPage County, Illinois, as follows:

Section 1: The facts and statements contained in the preambles to this ordinance are found to be true and correct and are hereby adopted as part of this ordinance.

Section 2. The City Council hereby determines that in the opinion of two-thirds (2/3) of the members of the corporate authorities holding office, it is advisable, necessary and in the public interest that the City waive the requirement of advertising for competitive bids for the furnishing and installation of new canopies for City Hall for the Project and determines that the requirements to be met and the means and methods to be used in procuring the furnishing and installation of new canopies for City Hall shall be by the submission of a satisfactory proposal in response to a request for proposals; therefore, it is advisable, necessary and in the public interest that the City enter into a

Contract with FBG Corporation for the furnishing and installation of new canopies for City Hall for the Project.

Section 3: The Mayor is hereby authorized to execute and the City Clerk to attest and seal the Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof. Further, the Notice of Award shall be issued to FBG Corporation for the furnishing and installation of new canopies for City Hall for the Project subject to the furnishing of the proper insurance. The Notice of Award shall be accompanied by a sufficient number of the Contracts and with all other necessary written contract documents attached or otherwise made available for execution by FBG Corporation

Section 4. Provided further that FBG Corporation returns the Contract to the City within ten (10) days of the receipt of the Contract with all other necessary written contract documents attached, properly executed by it, along with the proper insurance, then the Mayor shall be and is hereby authorized and directed to execute and the City Clerk shall be and is hereby authorized and directed to attest on behalf of the City the Contract for the furnishing and installation of new canopies for City Hall for the Project substantially in the form attached hereto as Exhibit "B," and with such terms therein, consistent with this ordinance as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such Agreement by the Mayor and the Corporation Counsel.

Section 5: The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the Agreement or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid by FBG Corporation and its subcontractors for each craft or type of worker needed to execute the Contract or to perform such work.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Section 6: This ordinance shall be in full force and effect upon its passage and approval by a vote of two-thirds (2/3) of the members of the corporate authorities holding office and publication in accordance with law.

ADOPTED this 22nd day of September 2015, pursuant to a roll call vote as follows:

AYES:

NAYES:

ABSENT:

ABSTENTION:

APPROVED by me this 22nd day of September 2015.

Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTESTED and filed in my office,
this 22nd day of September 2015.

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

Exhibit "A"
CITY OF OAKBROOK TERRACE, ILLINOIS,
NOTICE OF AWARD –CONTRACT –
NEW CANOPIES

TO: FBG Corporation
1015 S. Route 83
Elmhurst, Illinois 60126

PROJECT DESCRIPTION: City of Oakbrook Terrace, Illinois City Hall

YOU ARE HEREBY NOTIFIED that FBG Corporation has been awarded a Contract the amount of One Hundred Sixteen Thousand and 00/100 Dollars (\$116,000.00), subject to the furnishing of the proper insurance for the furnishing and installation of new canopies for City Hall Project.

You are requested to execute the Contract and furnish the required contract insurance within ten (10) calendar days from the date of the receipt of this notice.

If you fail to furnish to execute the Contract and to furnish the required insurance within ten (10) calendar days from the issuance of this notice, the City of Oakbrook Terrace will be entitled to consider all your rights arising out of the City's award of the Contract as abandoned.

You are required to return an acknowledged copy of this Notice of Award to the City of Oakbrook Terrace, Illinois.

Dated this 22nd day of September 2015.

CITY OF OAKBROOK TERRACE, ILLINOIS

By: _____
Tony Ragucci, Mayor of the City of
Oakbrook Terrace, DuPage County, Illinois

ATTEST:

Michael Shadley, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by FBG Corporation this ____ day of September 2015.

FBG Corporation

By: Frank Giudice, Owner

Exhibit "B"

**CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,
AND FBG CORPORATION FOR THE FURNISHING AND INSTALLATION OF NEW
CANOPIES FOR CITY HALL**

CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
FBG CORPORATION.
for the furnishing and installation of a
NEW CANOPIES
for the
CITY HALL

CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
FBG CORPORATION.
for the furnishing and installation of a
NEW CANOPIES
for the
CITY HALL

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CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
FBG CORPORATION.
for the furnishing of
NEW CANOPIES
for the
CITY HALL

This agreement, hereinafter referred to as the "Contract," made and entered into by and between the City of Oakbrook Terrace, Illinois, an Illinois municipal corporation, hereinafter referred to as the "City," and FBG Corporation., an Illinois corporation, 1015 S. Route 83, Elmhurst IL 60126 hereinafter referred to as the "Contractor," for the furnishing and installation of two (2) new canopies for City Hall, hereinafter referred to as the "Project," in Oakbrook Terrace, Illinois.

In consideration of the payments to be made by the City and of the mutual covenants herein set forth, the City and the Contractor agree as follows:

ARTICLE 1. PERFORMANCE OF CONTRACT.

The Contractor at its own proper cost and expense shall provide all materials for demolition, masonry, carpentry, roofing, ceilings, HVAC and electrical work necessary to demolish and construct two (2) new canopies, where the two (2) existing canopies are currently in place at the City Hall Facility; complete the work in full compliance with all of the terms and the requirements of this Contract, the General Conditions, Special Provisions, the Specifications, Contractor's Certification and Baseline Project Schedule which are essential documents of and made a part of this Contract.

ARTICLE 2. CONTRACT SUM AND PAYMENT

The City shall pay the Contractor for the performance of the work, at the contract sum of One Hundred Sixteen Thousand And No/100. (\$116,000.00).

The compensation paid to the Contractor shall be the full compensation for furnishing all the materials, for doing all work contemplated and specified in this Contract, for all loss or damage arising out of the nature of the work or from any action of the elements, or from any unforeseen difficulties which may be encountered in the prosecution of the same, for all risks of every description connected with the work, and for well and faithfully completing the work, and the whole thereof, in full compliance with the Contract documents, and within the Contract Time, which time is hereby declared to be of the essence of this Contract. The City, as a home-rule unit of local government, hereby exercises its power pertaining to its government and affairs under Article VII, Section 6 of the 1970 Illinois Constitution to alter the applicable time periods and requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*) in order to save taxpayer funds. The City shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for work performed prior to the termination as follows:

Fifty percent (50%) of the Contract Sum upon execution of this Contract;
Thirty percent (30%) of the Contract Sum upon installation of the equipment specified above;
Twenty percent (20%) of the Contract Sum upon completion of all work and acceptance of the Work by the City.

ARTICLE 3. CONTRACT TIME

The Contractor shall perform the work according to the Project Schedule. The Contractor shall commence the work expeditiously after the date the City gives the Contractor written notice to proceed, or in the absence of a notice to proceed, ten (10) calendar days following the delivery of the executed Contract, the required certificates of insurance to the City. The Contractor shall complete the work within sixty (60) calendar days after the issuance by the City of a Notice to Proceed or in the absence of a notice to proceed, sixty (60) calendar days following the delivery of the executed Contract, the required certificates of insurance to the City, unless an extension of time is granted in accordance with the contract documents.

ARTICLE 4. GENERAL PROVISIONS.

4.1 **Governing Law.** This Contract shall be construed under and governed by the laws of the State of Illinois. All actions brought to interpret or enforce any provision of this Contract shall be brought in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

4.2 **Appropriation.** This Contract shall become effective only after an appropriation therefor has been made. The term of this Contract shall be for one year following the effective date of the appropriation. If the Contract Time exceeds one year following the effective date of the appropriation, the term of this Contract shall extend to the end of the Contract Time provided that an appropriation therefor has been made by the City in the subsequent year(s).

4.3 **Severability of Clauses.** If any term, covenant, or condition of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Contract or such other document shall be valid and shall be enforced to the fullest extent permitted by law.

4.4 **Waiver of Breach.** The waiver by either party of any breach of this Contract shall not constitute a waiver as to any other breach.

4.5 **Written Notice.** Written notice between the City and the Contractor shall be deemed to have been duly served if delivered in person, or if delivered by overnight delivery service or certified mail, return receipt requested, addressed to the respective party as follows:

A. If to the City:

City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, Illinois 60181
Attn: Amy L. Marrero, Interim City Administrator

B. If to Contractor:

FBG Corporation.
1015 S. Route 83
Elmhurst, IL 60126
Attn: Frank Giudice, Owner

Either party may change its mailing address by giving written notice to the other party as provided above. Written notice shall be deemed to have been given on the second business day following the date of the mailing if sent through the U.S. Postal Service or on the first business day following the date of the mailing if sent by overnight delivery service. Whenever this Contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this section.

4.6 Obligations Survive. The obligations or duties imposed upon the Contractor under the Contract shall survive any termination or closeout of the Contract.

4.7 Successors and Assigns. The City and the Contractor each binds itself, its partners, successors and assigns and legal representative to the other party hereto and the partners, successors, assigns and legal representative of such other party with respect to all covenants, agreements and obligations contained herein.

4.8 Independent Contractor. The Contractor is an independent contractor and in providing its work under this Contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the Contract.

4.9 Work of Other Contractors. The City reserves the right to execute other agreements in connection with the project. The Contractor shall cooperate with the employees and representatives of the City, any contractor or consultant retained by the City; but the Contractor shall not be contractually responsible for the employees and representatives of the City, any contractor or consultant retained by the City.

4.10 Non-Assignment. The Contractor acknowledges that the City is induced to enter into this Contract by, among other things, the professional qualifications of the Contractor. This Contract is exclusive between the City and the Contractor. This Contract or any right or obligations hereunder may not be assigned by the Contractor, in whole or in part, to another firm without first obtaining prior permission in writing from the City. The City may refuse to accept any substitute Contractor for any reason.

4.11 Right to Audit. The City shall have the right to have access to and audit all of the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract throughout the term and for a period of five years after final payment. The Contractor shall cooperate fully with any such audit and shall provide full access to all relevant materials. In addition, the City or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. Failure to maintain the records required by this provision shall establish a presumption in favor of the state for the recovery of any funds paid by the City under the Contract for which adequate records are not available, through some fault of the Contractor, to support their purported disbursement.

4.12 Entire Agreement. This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Contract
- (b) Contractor's Certification
- (d) General Conditions

- (e) Special Provisions
- (f) Specifications
- (g) Baseline Project Schedule

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the City and the Contractor. In case of conflict between the terms contained in the Contract documents, those terms contained in the various Contract documents shall control in the following order of precedence.

- (1) Specifications
- (2) Special Provisions
- (3) General Conditions
- (4) Contract
- (5) Contractor's Certification

4.13 **Amendments.** This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and the Contractor. This Contract is executed that day and year first written above.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized officers as of the dates below indicated.

Executed by the Contractor this ____ day of September 2015.

Contractor: FBG Corporation.

By  _____
 Frank Giudice, Owner

ATTEST:

By: _____
 Secretary

Executed by the City, this ____ day of September 2015.

City: City of Oakbrook Terrace

ATTEST:

By _____
 Tony Ragucci, Mayor

By _____
 Michael Shadley, City Clerk

FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, I certify that the following is the Contractor's correct Federal Taxpayer Identification

Number: _____.

FBG Corporation.

By _____
Frank Giudice, Owner

AIA DOCUMENT G702 (Instructions on reverse side)

APPLICATION#

PROJECT:

APPLICATION AND CERTIFICATE FOR PAYMENT

Oakbrook Police Department & City Hall
ACOUSTICAL

PERIOD TO: 8/31/2015
DATE: 8/10/2015
CONTRACTOR'S PROJECT #:
INVOICE #:

17W275 Butterfield Rd.
Oakbrook Terrace IL 60181

VIA (ARCHITECT):
Williams Architects
500 Park Boulevard
Itaska IL 60143

FROM (CONTRACTOR):
Caliber Construction Company
1940 Internationale Pkwy
Woodridge, IL 60517

Application is made for payment, as shown below, in connection with the contract Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM	\$77,140.00
2 Net change by Change Orders	429.00
3 CONTRACT SUM TO DATE	\$77,569.00
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	90,377.20

CONTRACTOR'S APPLICATION FOR PAYMENT	
CHANGE ORDER SUMMARY	
Change Orders Approved In previous months by Owner	DEDUCTIONS
429.00	429.00
TOTAL	429.00
Approved this Month	
Number	Date Approved
TOTALS	429.00

5 RETAINAGE:	3,037.72
a. 10 % of Completes Work (Column D + E on G703)	
b. % of Stored Material (Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$34,539.48
6 TOTAL EARNED LESS RETENTION (Line 4 less line 5 Total)	\$7,226.28
7 LESS PREVIOUS CERTIFICATES FOR PYMT (Line 6 from prior Certificate)	
8 CURRENT PAYMENT DUE	\$27,313.20
9 BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less line 6)	\$43,029.52

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that payment shown herein is now due.

CONTRACTOR:

By: *[Signature]* Date: 8/10/15

State of: Illinois
Subscribed and sworn to before me this 10th day of August, 2015
Notary Public:
My Commission Expires:
COUNTY OFFICIAL SEAL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/31/2019

ARCHITECT'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Architect:
By: *[Signature]* Date: 9.9.15
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702-APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1983 EDITION
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

P 27313.20

CONTINUATION SHEET

AIA DOCUMENT G703 (Instruction on reverse side) Page of Pages **2**

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
 Contractor's signed Certificate is attached.
 In tabulation below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

AIA DOCUMENT G703 (Instruction on reverse side)
 Oakbrook Police Dept
 Accrual

APPLICATION NUMBER: **2**
 APPLICATION DATE: **01/10/2015**
 PERIOD TO: **03/31/2015**
 ARCHITECTS PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D FROM PREVIOUS APPLICATION (D + E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
	Grid Labor PD	20,872.00	2,087.20	18,784.80		20,872.00	100%	-	2,087.20
	Grid Material PD	5,742.00	5,742.00	-		5,742.00	100%	-	574.20
	Grid Labor CH	9,181.00	-	-		-	0%	9,181.00	-
	Grid Material CH	3,728.00	-	-		-	0%	3,728.00	-
	Tile Labor PD	16,052.00	-	1,605.20		1,605.20	10%	14,446.80	160.52
	Tile Material PD	9,429.00	-	9,429.00		9,429.00	100%	-	942.90
	Tile Labor CH	8,424.00	-	-		-	0%	8,424.00	-
	Tile Material CH	3,262.00	-	-		-	0%	3,262.00	-
	Submittals/Shop	100.00	-	100.00		100.00	100%	-	10.00
	LEED/Closeout	150.00	-	-		-	0%	150.00	-
	Life	-	-	-		-	0%	-	-
	Bond	100.00	100.00	-		100.00	100%	-	10.00
	Insurance	100.00	100.00	-		100.00	100%	-	10.00
	CO #1	429.00	-	429.00		429.00	100%	-	42.90
		77,569.00	9,029.20	30,348.00		38,377.20	49%	39,191.80	3,637.72