



REGULAR COUNCIL MEETING AND COMMITTEE OF THE WHOLE AGENDA

**Tuesday, February 24, 2015
7:00 P.M.
City Council Chambers**

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 February 10, 2015.

VI. PUBLIC PARTICIPATION

VII. ACTION ITEMS/CONSENT AGENDA

1. Payment of City Bills: February 24, 2015 In The Amount Of \$284,590.19.
2. Personnel & Payroll Report January 2015.
3. Treasurer's Report January 2015.
4. Approval Of Payout Number Two (2): Fox Excavating, Inc In The Amount Of \$106,444.82 For The New Police Station And Renovation Of City Hall.
5. Approval Of Payout Number Four (4): Cameo Electric, Inc In The Amount Of \$5,400.00 For The New Police Station And Renovation Of City Hall.
6. Approval Of Payout Number Two (2): Champion Drywall, Inc In The Amount Of \$72,797.40 For The New Police Station And Renovation Of City Hall.
7. Approval Of Payout Number One (1): Caliber Construction Company In The Amount of \$12,150.00 For The New Police Station And Renovation Of City Hall.
8. Ordinance No. 15-14: An Ordinance Increasing The Number Of Class "E" Liquor Licenses By One (1) Pursuant To The Provisions Of Title XI (Business Regulations); Chapter 111 (Food and Beverages); Subchapter Alcoholic Liquor Control, Section 111.012 (Number Of Licenses In Each License Classification),

Of The Code Of Ordinances Of The City Of Oakbrook Terrace. (J.M.J. Assets LLC – Ellie’s OBT d/b/a Ellie’s Coffee Bar.

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

IX. RECESS TO THE COMMITTEE OF THE WHOLE

X. MAYOR RAGUCCI

XI. COMMITTEE OF THE WHOLE CONSIDERATIONS

1. Presentation by the DuPage Convention Visitors Bureau (DCVB) And The Hotel Commission.
2. Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Abby Paving & Sealcoating Co., Inc. For Asphalt Paving (Bid Package 02D) For The New Police Facility And Renovation Of City Hall.
3. Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Abby Paving & Sealcoating Co., Inc. For Concrete Paving (Bid Package 02F) For The New Police Facility And Renovation Of City Hall.
4. Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Carroll Seating Co For The Furnishing Of Metal Lockers, Fume Hood, And Drying Cabinet (Bid Package 10E-11C For The New Police Facility And Renovation Of City Hall.
5. Letter Of Recommendation – Text Amendments To The Zoning Ordinance.

XII. COUNCIL MEMBER COMMENTS

XIII. CITY ATTORNEY RAMELLO

XIV. CITY CLERK GRECO

XV. CITY ADMINISTRATOR MARRERO

XVI. RECONVENE THE CITY COUNCIL MEETING

XVII. NEW BUSINESS

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, February 24, 2015 at 7:00 PM**

REGULAR COUNCIL MEETING AGENDA

- I. CALL TO ORDER – Mayor Ragucci**
- II. ROLL CALL – City Clerk Greco**
- III. PLEDGE OF ALLEGIANCE**
- IV. ADDITIONS OR DELETIONS TO AGENDA**
- V. APPROVAL OF MINUTES - CHANGES – CORRECTIONS**
 1. Regular Meeting Minutes Of February 10, 2015.
- VI. PUBLIC PARTICIPATION**
- VII. 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 February 24, 2015 (*as presented*) or (*as amended*). (Roll Call Vote, Mayor's Vote Not Called).

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

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

IX. RECESS TO THE COMMITTEE OF THE WHOLE

X. MAYOR RAGUCCI

XI. COMMITTEE OF THE WHOLE CONSIDERATIONS

1. Presentation by the DuPage Convention Visitor's Bureau (DCVB And The Hotel Commission).

Don Hill Chairman of the Hotel Commission will be in attendance to present a quarterly report and address any concerns the City Council may have at this time.

Recommended Action: None

Goal & Objective Served: Re-evaluate the City's contributions for the Chamber of Commerce and the DuPage Convention Visitor's Bureau.

2. Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Abby Paving & Sealcoating Co., Inc. For Asphalt Paving (Bid Package 02D) For The New Police Facility And Renovation Of City Hall.

Included in your packets is a draft ordinance, notice of award, and trade contract prepared by the City Administrator to award and approve Asphalt work for the new police facility/city hall renovation.

It has been determined by the City Administrator and Harbour Contractor's that the recommended trade contractor for the Asphalt, should be awarded to Abby Paving & Sealcoating Co., Inc of Aurora, Illinois for a total amount of \$141,000.00.

A representative from Harbour Contractor's will be in attendance to address any concerns you may have.

Recommended Action: If the Council concurs with the draft ordinance as presented, then the ordinance will be placed on the consent agenda for approval at the next meeting.

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

3. Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Abbey Paving & Sealcoating Co., Inc. For Concrete Paving (Bid Package 02F) For The New Police Facility And Renovation Of City Hall.

Included in your packets is a draft ordinance, notice of award, and trade contract prepared by the City Administrator to award and approve concrete work for the new police facility/city hall renovation.

It has been determined by the City Administrator and Harbour Contractor's that the recommended trade contractor for the concrete paving, should be awarded to Abbey Paving and Sealcoating Co., Inc. of Aurora, Illinois for a total amount of \$203,950.00.

A representative from Harbour Contractor's will be in attendance to address any concerns you may have.

Recommended Action: If the Council concurs with the draft ordinance as presented, then the ordinance will be placed on the next consent agenda for approval at the next meeting.

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

4. Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Carroll Seating Co For The Furnishing Of Metal Lockers, Fume Hood, And Dry Cabinet (Bid Package 10E-11C) For The New Police Facility And Renovation Of City Hall.

Included in your packets is a draft ordinance, notice of award, and trade contract prepared by the City Administrator to award and approve Metal Lockers, Fume Hood, And Dry Cabinet for the new police facility/city hall renovation.

It has been determined by the City Administrator and Harbour Contractor's that the recommended trade contractor for the Metal Lockers, Fume Hood, And Dry Cabinet should be awarded to Carroll Seating Co of Elk Grove Village, Illinois for a total amount of \$104,428.21.

A representative from Harbour Contractor's will be in attendance to address any concerns you may have.

Recommended Action: If the Council concurs with the draft ordinance as presented, then the ordinance will be placed on the consent agenda for approval at the next meeting.

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

5. Letter Of Recommendation – Text Amendments To The Zoning Ordinance.

At the January 13, 2015 meeting, the Building & Zoning Administrator prepared a memo recommending various text amendments to the Zoning Code. The Council concurred with the proposed changes and directed the Planning & Zoning Commission to hold a public hearing.

On February 3, 2015, a public hearing was held before the Planning & Zoning Commission to consider the text amendments to the Zoning Ordinance.

Please refer to the Building & Zoning Administrator's Letter of Recommendation, and the minutes of the meeting to educate yourselves with the Planning & Zoning's final decisions.

The Building & Zoning Administrator will be in attendance to answer any questions or concerns you may have.

Recommended Action: If the Council concurs with the decisions of the Planning & Zoning Commission, the Council should direct the City Attorney to prepare an ordinance for the next consent agenda.

Goal & Objective: None

XII. 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.

XIII. CITY ATTORNEY RAMELLO

XIV. CITY CLERK GRECO

XV. CITY ADMINISTRATOR MARRERO

XVI. RECONVENE THE CITY COUNCIL MEETING

XVII. NEW BUSINESS

ADJOURN

FEB 24 2015

**CITY OF OAKBROOK TERRACE
MINUTES OF THE REGULAR CITY COUNCIL AND
COMMITTEE OF THE WHOLE MEETING
TUESDAY, FEBRUARY 10, 2015**

I. CALL TO ORDER

The Mayor called the February 10, 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, Przychodni, Swartz, Thomas, Vlach, and Mayor Ragucci
Absent: None

Also in attendance were City Clerk D. Greco, City Administrator A. Marrero, Public Services Director C. Ward, 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 January 27, 2015.

Motion to approve the minutes of the January 27, 2015 Regular City Council and Committee of the Whole as presented was made by Alderman Thomas and seconded by Alderman Swartz.

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

Motion passed.

VI. PUBLIC PARTICIPATION

None.

VII. ACTION ITEMS/CONSENT AGENDA

1. Payment of City Bills: February 10, 2015 In The Amount Of \$178,087.36

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2. Ordinance No. 15-8: An Ordinance Approving A Rider Extending The Term Of Agreement For Library Services Between The City Of Oakbrook Terrace And The Villa Park Public Library Date December 17, 1987.
3. Ordinance No. 15-9: 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 Codify The Decrease In The Maximum Number Of Video Gaming Location Licenses And The Maximum Number Of Video Gaming Terminal Licenses (Volare, 1919 S. Meyers Road – Volare West LLC.)
4. Ordinance No. 15-10: An Ordinance Granting A Special Use Permit For Physical Therapy On The First Floor Of A Building In The B-3 General Retail District For The Property Commonly Known As 17W745 Butterfield Road, Suites A & B In The City Of Oakbrook Terrace, Illinois.
5. Resolution No. 15-1: A Resolution Appointing An Authorized Agent. To The Illinois Municipal Retirement Fund For the City Of Oakbrook Terrace, Illinois.
6. Denial of Midwest Masonry's Winter Conditions \$30,857 Change Order.

Motion to approve all the items contained on the Consent Agenda as presented for February 10, 2015 was made by Alderman Przychodni and seconded by Alderman Esposito.

**Ayes: Esposito, Przychodni, Swartz, 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 Thomas and seconded by Alderman Vlach.

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

Motion passed.

X. MAYOR RAGUCCI

None.

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MINUTES OF THE REGULAR CITY COUNCIL AND
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XI. COMMITTEE OF THE WHOLE CONSIDERATIONS

1. Continued Discussion of Proposed Code Amendment: Sealing Of Supplemental Wells

Ward said the Code is unclear as to the handling of supplemental wells when the property changes hands. Ward said back in 2007, the Council wanted to make sure all the supplemental wells were sealed and when a home sold the owner was required to seal the well. Ward said the City Code was never codified with this intent. Ward said when a property is sold it is unclear if the original or new owner seals the well. Ward suggested that the current homeowner be required to seal the well before the selling the property. Ragucci agreed and said the Council is in agreement on this issue.

Vlach suggested the City have some triggering mechanism to determine when residents are selling their homes so the well is sealed before the transaction is complete. Ragucci said he does not want the City to do a final inspection of homes before a property transfer. Ragucci said the City could try with a final water billing, but some residents may skirt around this and then the new homeowner is left with the problem. Discussion ensued as to how other communities are alerted to property transfers.

Vlach suggested any properties with a supplemental well changing to a rental property; should be required to seal the well before it becomes a rental. Ward agreed with Vlach's recommendation. Ward said the biggest problem with the supplemental well is the potential for cross contamination. Esposito expressed surprise that there are currently 68 homes with a supplemental well. Ragucci asked if the City could check the wells. Ward said no, that the wells are under the jurisdiction of DuPage County and are checked by a licensed professional.

Ward said the City can contact DuPage County and ask them to inspect the 68 supplemental wells. Thomas asked if the City has any authority over the wells. Ward said no the City does not have any authority over the wells. Ragucci suggested the City look into seeing if DuPage County will inspect the wells and report back to the Council and continue this discussion. Ragucci suggested figuring out a way to do this without infringing on the residents too much.

The Council concurred to continue this discussion.

2. Health/Dental/Life Renewal

Sarallo referenced the amended memorandum distributed at tonight's meeting. Sarallo explained the memorandum was amended because updated rates and

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premiums were provided by Assurance today. Sarallo said back in December Marrero provided the Council with preliminary information regarding the high deductible health savings account insurance plan. Sarallo said under this plan the City should save almost \$133,000 plus over \$71,000 with the Cadillac tax compared to the current plan. Sarallo noted under the new FOP contract, the City is required to contribute 100% of the deductible for each union member. Sarallo added the City will still offer the HMO health insurance plan with some slight price increases and minimal coverage changes. Sarallo said bottom line; the City will save nearly \$68,000 with the two (2) health plans.

Sarallo said after reviewing the quotes for the dental, life, and vision plans, the City opted to select the two (2) year locked-in rate provided by Principal. Sarallo said this was a good example of the stewardship between the City and the FOP to realize the need for this type of change in the City's health insurance plan.

Deneen Castellon, of Assurance Agency, stated she received a revised renewal this morning which was attached to the amended memorandum. Castellon noted that this renewal includes the Affordable Care Act fees, which is approximately 3%. Castellon explained how a Health Savings Account (H.S.A.) works. Castellon stated H.S.A. are established by the government and everything goes towards the deductible. Castellon said the City has a \$2,600 deductible for the employee and \$5,200 for the employee plus any dependents. Castellon noted under an H.S.A. co-pays are virtually eliminated and all costs go towards the deductible. Castellon said this brings down the cost of the plan, while making participants more aware of health care costs. Castellon said the City was also concerned about the Cadillac tax which becomes effective in 2018. Castellon indicated the new plans will reduce the potential Cadillac tax liability.

Castellon said Principal has been very aggressive in the municipal market and quoted the City a dental rate which is 12.5% lower than the current provider as well as a two (2) year rate guarantee assuming the City offers two (2) other Principal insurance products such as vision and life. Castellon noted the vision insurance rates were about \$200 higher a month than the current, while the life insurance rates were about 28% lower. Castellon noted the overall savings with Principal is better than the renewal rates offered by the current providers.

Marrero said under the new insurance plan the City is looking at cost savings of \$128,000, but when the deductible contributions are added back in, the true cost savings is around \$68,000. Marrero said with Principal the City will be saving an additional \$6,000 on dental, vision, and life insurance.

Swartz asked who pays the deductible. Castellon replied under the old plan the deductible was paid for by the employee, but under the new plan either the employer or the employee funds the health savings account deductible on a pre-

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tax basis. Castellon said the employee owns the account and if the employee terminates employment they take the health savings account with them. Castellon said it was recommended that the City pay the deductible to fund the health savings accounts for the employees. Swartz asked if the \$2,600 deductible will be paid for by the City. Castellon said yes this is what was proposed to be funded by the City. Castellon said each employee will be required to open up their own bank account for the purpose. Swartz asked if an employee has a family, then the deductible is \$5,200. Castellon replied yes that the maximum out-of pocket is \$5,200. Marrero noted even with these contributions the City is still saving \$68,000.

Ragucci said the Police did not have to agree to the health insurance changes. Ragucci said once the Police union realized the City had to change the insurance plan due to the Cadillac tax; they were amendable to changing health insurance plans. Ragucci added by the City financing the health savings account, it gave the Police union an incentive to agree to the change, while still saving a lot of money for the City. Marrero said the City researched employer contributions to the high deductible savings accounts and it is the norm to do so. Swartz asked if all employees have the same health insurance plan. Marrero replied yes and during budget meetings it will be discussed whether or not to also fund the high deductible health savings account deductibles for non-union staff members.

Marrero said staff is recommending the City go with the Blue Cross Blue Shield revised renewal for the high deductible health savings account as well as Principal for the next two (2) years for dental, life, and vision insurance. Ragucci thanked Sarallo and Marrero for all their work on this renewal. Ragucci commended the police officers for agreeing to the new insurance plan.

3. Status Report Payout Number Four (4): Cameo Electric, Inc.

Ragucci referenced payout number four (4) in the amount of \$5,400 for Cameo Electric for electrical services at the new Police Station and City Hall renovation. The Council concurred to place this on the next consent agenda if the proper lien waivers are filed with the City.

4. Status Report Payout Number Four (4): Unique Plumbing Company, Inc.

Ragucci referenced payout number four (4) in the amount of \$4,700 for Unique Plumbing for plumbing services at the new Police Station and City Hall renovation. The Council concurred to place this on the next consent agenda if the prevailing wage reports are filed with the City.

5. Status Report Payout Number Two (2): Champion Drywall, Inc.

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Ragucci referenced payout number two (2) in the amount of \$72,797.40 for Champion Drywall for metal trusses and carpentry at the new Police Station and City Hall renovation. The Council concurred to place this on the next consent agenda.

6. Status Report Payout Number One (1): All American Exterior Solutions.

Ragucci referenced payout number one (1) in the amount of \$26,748 for All American Exterior Solutions for roofing work at the new Police Station and City Hall renovation. The Council concurred to place this on the next consent agenda if the prevailing wage reports are filed with the City.

7. Status Report Payout Number One (1): Caliber Construction Company.

Ragucci referenced payout number one (1) in the amount of \$12,150 for Caliber Construction Company for metal framing and drywall at the new Police Station and City Hall renovation. The Council concurred to place this on the next consent agenda if the proper lien waivers and prevailing wage reports are filed with the City.

8. Status Report Payout Number One (1): Nelson Fire Protection

Ragucci referenced payout number one (1) in the amount of \$6,444 for Nelson Fire Protections for fire protection services at the new Police Station and City Hall renovation. The Council concurred to place this on the next consent agenda if the prevailing wage reports are filed with the City.

9. Status Report Payout Number Four (4): Builders Concrete Services LLC.

Ragucci referenced payout number four (4) in the amount of \$11,862.90 for Builders Concrete for excavation work at the new Police Station and City Hall renovation. The Council concurred to place this on the next consent agenda if the proper lien waivers and prevailing wage reports are filed with the City.

10. An Ordinance To Increase The Number of Class "E" Liquor Licenses (J.M.J. Assets, LLC. - Ellie's OBT DBA Ellie's Coffee Bar)

Ragucci referenced the proposed ordinance to increase the number of Class "E" liquor licenses from six (6) to seven (7) for Ellie's Coffee Bar. Ragucci said this will replace Suzy's at 17W620 14th Street. Thomas asked if there will be a change in ownership. Ragucci replied yes. The Council concurred to place this on the next consent agenda.

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11. Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Caliber Construction Co. For The Furnishing Of EIFS Systems (Bid Package 07C) For The New Police Facility And Renovation Of City Hall.

Ragucci referenced the proposed trade contract with Caliber Construction of Woodridge, Illinois in the amount of \$49,626 for EIFS systems for the new Police Station and City Hall renovation. Ragucci noted the bid came in below budget with savings of \$37,221. Swartz asked what EIFS stands for. Al Zakariya of Harbour stated EIFS is short for Exterior Insulating Finishing Systems. Zakariya went on to say the EIFS is the finished coating similar to drivet and is the underside of the soffit with the long overhangs. Zakariya noted the City received three (3) bids on this project.

The Council concurred to approve this during the reconvened meeting.

12. Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Abbey Paving & Sealcoating Co., Inc. For The Furnishing Of General Site Maintenance (Bid Package 00B) For The New Police Facility And Renovation Of City Hall.

Ragucci referenced the proposed trade contract with Abbey Paving and Sealcoating of Aurora, Illinois in the amount of \$34,400 for General Site Maintenance for the new Police Station and City Hall renovation. Ragucci noted the bid came in below budget with savings of \$5,600.

The Council concurred to approve this during the reconvened meeting.

13. Ordinance To Approve And Authorize The Execution Of Contracts 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.

Ragucci referenced the proposed trade contract with Libertyville Tile and Carpet of Libertyville, Illinois in the amount of \$125,389 for Ceramic Tile Flooring for the new Police Station and City Hall renovation. Ragucci noted the bid came in below budget with savings of \$15,594.

The Council concurred to approve this during the reconvened meeting.

XII. COUNCIL MEMBER COMMENTS

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Thomas commended the snow removal efforts made by the Public Services staff. Vlach said the dates for the City-wide garage sale need to be determined so the information can be published in the next *Terrace Leaves*.

XIII. CITY ATTORNEY RAMELLO

None.

XIV. CITY CLERK GRECO

Greco commended the snow removal efforts made by the Public Services staff.

XV. CITY ADMINISTRATOR MARRERO

Marrero updated the Council on the IMET issue and noted IMET established trust funds to recover liquated assets. Marrero reported IMET has been recovering some assets and are distributing some funds back to the municipalities. Marrero stated the City received a reimbursement check from IMET in amount of \$2,200.

XVI. RECONVENE THE CITY COUNCIL MEETING

Motion to reconvene was made by Alderman Przychodni and seconded by Alderman Esposito.

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

Nays: None

Motion passed.

XVII. NEW BUSINESS

1. Ordinance No. 15-11: An Ordinance To Approve and Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Caliber Construction Co. For The Furnishing Of EIFS Systems (Bid Package 07C) For The New Police Facility And Renovation Of City Hall.

Motion To Approve Ordinance No. 15-11: An Ordinance To Approve and Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Caliber Construction Co. For The Furnishing Of EIFS Systems (Bid Package 07C) For The New Police Facility And Renovation Of City Hall was made by Alderman Thomas and seconded by Alderman Vlach.

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

Nays: None

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Motion passed.

2. Ordinance No. 15-12: An Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Abbey Paving & Sealcoating Co., Inc. For General Site Maintenance (Bid Package 00B) For The New Police Facility And Renovation Of City Hall.

Ordinance No. 15-12: An Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Abbey Paving & Sealcoating Co., Inc. For General Site Maintenance (Bid Package 00B) For The New Police Facility And Renovation Of City Hall was made by Alderman Przychodni and seconded by Alderman Esposito.

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

Motion passed.

3. Ordinance No. 15-13: An Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Libertyville Tile & Carpet, Ltd. For Ceramic Tile Flooring (Bid Package 09D) For The New Police Facility And Renovation Of City Hall.

Ordinance No. 15-13: An Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Libertyville Tile & Carpet, Ltd. For Ceramic Tile Flooring (Bid Package 09D) For The New Police Facility And Renovation Of City Hall was made by Alderman Vlach and seconded by Alderman Thomas.

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

Motion passed.

ADJOURN

Motion to adjourn was made by Alderman Swartz and seconded by Alderman Esposito at 7:45PM.

Motion carried unanimously.

Submitted,

**CITY OF OAKBROOK TERRACE
MINUTES OF THE REGULAR CITY COUNCIL AND
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Aileen Haslett
Recording Secretary

DRAFT

CITY OF OAKBROOK TERRACE
Bills Payable Summary Report for February 24, 2015

Corporate Fund (01)		
Check Run	\$	35,743.64
Manual Check	\$	-
Corporate Fund Total	\$	35,743.64
Impact Donation Fund (02)		
Check Run	\$	-
Manual Check	\$	-
Impact Donation Fund Total	\$	-
Water Fund (03)		
Check Run	\$	37,133.48
Manual Check	\$	-
Water Fund Total	\$	37,133.48
SSA Debt Service Fund (04)		
Check Run	\$	-
Manual Check	\$	-
SSA Debt Service Fund Total	\$	-
Motor Fuel Tax Fund (05)		
Check Run	\$	3,502.42
Manual Check	\$	-
Motor Fuel Tax Fund Total	\$	3,502.42
2010 Debt Service Business District (08)		
Check Run	\$	-
Manual Check	\$	-
2010 Debt Service Business District (08)	\$	-
Capital Improvement Fund (09)		
Check Run	\$	208,210.65
Manual Check	\$	-
Capital Improvement Fund Total	\$	208,210.65
2012 Debt Service Business District (12)		
Check Run	\$	-
Manual Check	\$	-
2012 Debt Service Business District (12)	\$	-
Total Bills Payable	\$	284,590.19

Accounts Payable

Computer Check Proof List by Vendor

User: dmark
 Printed: 02/20/2015 - 1:04PM
 Batch: 00004.02.2015



CITY OF OAKBROOK TERRACE
 174275 BUTTERFIELD ROAD
 OAKBROOK TERRACE, IL 60131
 630.941.8300

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: Aflac 835435	American Family Life Assurance Company of C Monthly premium for Feb. 2015	1,685.50	02/25/2015	Check Sequence: 1 01-00-1595-00	ACH Enabled: False
	Check Total:	1,685.50			
Vendor: AJ Unfirm 14935	AJ Uniform Stars for Deputy Chief	29.01	02/25/2015	Check Sequence: 2 01-02-5715-00	ACH Enabled: False
	Check Total:	29.01			
Vendor: Ander 3236785	Anderson Pest Solutions Monthly service for City Hall - February 2015	51.00	02/25/2015	Check Sequence: 3 01-04-5770-00	ACH Enabled: False
	Check Total:	51.00			
Vendor: Brown 8533	Brian Brown Reimbursement for sandwiches - Oral interview	66.74	02/25/2015	Check Sequence: 4 01-10-5605-00	ACH Enabled: False
	Check Total:	66.74			
Vendor: Caliber 1	Caliber Construction Co. Payout #1 -Metal framing/drywall new PD	12,150.00	02/25/2015	Check Sequence: 5 09-12-7146-00	ACH Enabled: False
	Check Total:	12,150.00			
Vendor: Callone 1010-8021-0001 1010-8050-0001 1010-8050-0001	Call One Service 02/15-03/14/15 Service 02/15-03/14/15 Service 02/15-03/14/15	125.79 308.73 308.73	02/25/2015 02/25/2015 02/25/2015	Check Sequence: 6 03-12-5665-00 03-12-5665-00 01-04-5665-00	ACH Enabled: False
	Check Total:	743.25			
Vendor: Cameo 4	Cameo Electric Inc. Payout #4-Plumbing for new police station	5,400.00	02/25/2015	Check Sequence: 7 09-12-7146-00	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	5,400.00			
Vendor: cdw SH47236	CDW-G 3 black toner cartridges	540.00	02/25/2015	Check Sequence: 8 01-01-6130-00	ACH Enabled: False
	Check Total:	540.00			
Vendor: CentSalt 210349	Central Salt LLC 42.5 Tons of Salt	3,502.42	02/25/2015	Check Sequence: 9 05-12-6134-00	ACH Enabled: False
	Check Total:	3,502.42			
Vendor: Chada	Michael Chada Plumbing inspections 2/3-2/08/15	225.00	02/25/2015	Check Sequence: 10 01-03-5600-00	ACH Enabled: False
	Check Total:	225.00			
Vendor: Champion 2	Champion Drywall, Inc. Payout #2-Metal trusses/carpentry New Police St	72,797.40	02/25/2015	Check Sequence: 11 09-12-7146-00	ACH Enabled: False
	Check Total:	72,797.40			
Vendor: Chicom 268831	Chicago Communications, LLC Maintenance agreement for March 2015	90.50	02/25/2015	Check Sequence: 12 01-02-5660-00	ACH Enabled: False
	Check Total:	90.50			
Vendor: ChiTest 14EG42402 14EG42404	Chicago Testing Laboratory, Inc. Professional testing at the new PD Oct 2014 Professional testing at the new PD/Dec 2014	9,276.00 882.50	02/25/2015 02/25/2015	Check Sequence: 13 09-12-7146-00 09-12-7146-00	ACH Enabled: False
	Check Total:	10,158.50			
Vendor: cintas 769536999 769540687 769544270 769547821	Cintas Corporation #769 City Hall/BZ floor mat service City Hall/BZ floor mat service City Hall/BZ floor mat service City Hall/BZ floor mat service	59.21 59.21 59.21 59.21	02/25/2015 02/25/2015 02/25/2015 02/25/2015	Check Sequence: 14 01-04-5770-00 01-04-5770-00 01-04-5770-00 01-04-5770-00	ACH Enabled: False
	Check Total:	236.84			
Vendor: collins	Mark Collins Bus. License/Code Enf. 1/19-1/30/15 Code enforcement 1/19-1/29/15	825.00 675.00	02/25/2015 02/25/2015	Check Sequence: 15 01-11-5603-00 01-03-5612-00	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,500.00			
Vendor: ComEd	Com Ed			Check Sequence: 16	ACH Enabled: False
0553088038	Service 1/6-2/9/15	52.93	02/25/2015	01-04-5758-00	
0885008033	Service 1/6-2/6/15	272.63	02/25/2015	03-12-5758-00	
0978068021	Service 01/07/15 - 02/09/15	569.78	02/25/2015	03-12-5758-00	
1106417002	Service 01/05/15 - 02/04/15	65.75	02/25/2015	01-04-5760-00	
1839041110	Temp service for New PD 01/06/15 - 02/06/15	447.03	02/25/2015	09-12-7146-00	
1998102034	Service 01/07/15 - 02/09/15	298.12	02/25/2015	03-12-5758-00	
	Check Total:	1,706.24			
Vendor: ComEd3	ComEd			Check Sequence: 17	ACH Enabled: False
6873064018	Service 01/06/15 - 02/05/15	1,095.44	02/25/2015	01-04-5760-00	
	Check Total:	1,095.44			
Vendor: crystal	Crystal Mgmt. Maintenance Serv			Check Sequence: 18	ACH Enabled: False
22622	Janitorial services for February 2015	1,381.50	02/25/2015	01-04-5770-00	
	Check Total:	1,381.50			
Vendor: CTCorp	Current Technologies Corp			Check Sequence: 19	ACH Enabled: False
5324	Software support/warranty (Smartnet)	434.00	02/25/2015	01-11-6150-00	
5333	Memory for PC - Haslett	108.63	02/25/2015	01-11-6151-00	
	Check Total:	542.63			
Vendor: CumminsN	Cummins NPower, LLC			Check Sequence: 20	ACH Enabled: False
711-93795	City Hall generator maintenance	1,054.00	02/25/2015	01-04-5660-00	
	Check Total:	1,054.00			
Vendor: DPCVB	DuPage Cnv. & Visitors Bureau			Check Sequence: 21	ACH Enabled: False
2351	Hotel advertising/marketing camp. Oct-Dec 2014	18,379.87	02/25/2015	01-06-5620-00	
	Check Total:	18,379.87			
Vendor: Drivers	Drivers License Guide Co.			Check Sequence: 22	ACH Enabled: False
665955	ID checking guide (1 of 3)	29.95	02/25/2015	01-02-6110-00	
669483	ID checking guides (2 of 3)	43.90	02/25/2015	01-02-6110-00	
	Check Total:	73.85			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: DWC 10790	DuPage Water Commission 6,539,000 gallons purchased January 2015	33,238.12	02/25/2015	Check Sequence: 23 03-12-5845-00	ACH Enabled: False
	Check Total:	33,238.12			
Vendor: elmhurst 84525	Elmhurst Memorial Occ. Health Post-offer physical	85.00	02/25/2015	Check Sequence: 24 01-02-5650-00	ACH Enabled: False
	Check Total:	85.00			
Vendor: FOP	Fraternal Order of Police Monthly contributions/January 2015	714.60	02/25/2015	Check Sequence: 25 01-00-2145-00	ACH Enabled: False
	Check Total:	714.60			
Vendor: FoxExcav	Fox Excavating, Inc. Payout #2 -Site utilities at new PD	106,444.82	02/25/2015	Check Sequence: 26 09-12-7146-00	ACH Enabled: False
	Check Total:	106,444.82			
Vendor: gempler 1020488024	Gempler's Safety glasses and gloves	257.30	02/25/2015	Check Sequence: 27 01-04-5715-00	ACH Enabled: False
	Check Total:	257.30			
Vendor: hdsupply D511938	HD Supply Waterworks, Ltd. MXU transceiver units	1,440.00	02/25/2015	Check Sequence: 28 03-12-6152-00	ACH Enabled: False
	Check Total:	1,440.00			
Vendor: IDOT2 42267	State Treasurer Butterfield/MacArthur traffic signal	203.30	02/25/2015	Check Sequence: 29 01-04-5755-00	ACH Enabled: False
	Check Total:	203.30			
Vendor: ISAWWA 200015399	ISAWWA Continued training/D'Angelo	32.00	02/25/2015	Check Sequence: 30 03-12-5605-00	ACH Enabled: False
	Check Total:	32.00			
Vendor: isp	Illinois State Police LiveScan fees for liquor license applicants	315.00	02/25/2015	Check Sequence: 31 01-02-5705-00	ACH Enabled: False
	Check Total:	315.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: Mercury 18082 18085	Mercury Systems Corp. Update phone extensions Maintenance Agreement 3/1-4/1/2015	205.00 325.00	02/25/2015 02/25/2015	Check Sequence: 32 01-02-5660-00 01-02-5660-00	ACH Enabled: False
	Check Total:	530.00			
Vendor: MinoltaC 9001144589	Konica Minolta Business Soluti Copies 1/5-2/4/15	143.23	02/25/2015	Check Sequence: 33 01-01-5660-00	ACH Enabled: False
	Check Total:	143.23			
Vendor: Minute 114867 114868 114872	Minuteman Press Lockout waiver forms Door hangers Dept. envelopes	45.00 147.50 135.00	02/25/2015 02/25/2015 02/25/2015	Check Sequence: 34 01-02-5720-00 03-12-6130-00 01-02-5720-00	ACH Enabled: False
	Check Total:	327.50			
Vendor: Mod 501047187 501053019	Modspace Storage trailer rental 02/17/15 - 03/16/15 Rental for trailer 02/23/15 - 03/22/15	273.90 539.00	02/25/2015 02/25/2015	Check Sequence: 35 09-12-7146-00 09-12-7146-00	ACH Enabled: False
	Check Total:	812.90			
Vendor: oakbkpk 501047187 501053019	Oakbrook Terrace Park District OBT Fitness Ctr membership for all employees Halloween party donation	500.00 500.00	02/25/2015 02/25/2015	Check Sequence: 36 01-11-5610-00 01-05-5780-00	ACH Enabled: False
	Check Total:	1,000.00			
Vendor: OakbrkPO 501047187 501053019	Postmaster of Oak Brook Permit #330 Annual Permit #330 fee- Admin portion Annual Permit #330 fee-Water portion	110.00 110.00	02/25/2015 02/25/2015	Check Sequence: 37 01-01-5625-00 03-12-6170-00	ACH Enabled: False
	Check Total:	220.00			
Vendor: OdgenLin 53070	Ogden Lincoln Inc. Repairs/Squad #7	1,042.78	02/25/2015	Check Sequence: 38 01-02-5663-00	ACH Enabled: False
	Check Total:	1,042.78			
Vendor: Offteam 42274316 42316775 42375913	Office Team Temp. admin w/e 01/30/15 Temp. admin w/e 02/06/15 Temp. admin w/e 02/13/15	491.20 491.20 491.20	02/25/2015 02/25/2015 02/25/2015	Check Sequence: 39 01-01-4110-00 01-01-4110-00 01-01-4110-00	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,473.60			
Vendor: oherron 1505016-IN	Ray O'Herron Co. Inc. Shirts/Florentino	107.85	02/25/2015	Check Sequence: 40 01-02-5715-00	ACH Enabled: False
	Check Total:	107.85			
Vendor: Pitney-2 6213038-FB15	Pitney Bowes Global Financial Svcs Quarterly rental 12/1/14-2/28/15	64.32	02/25/2015	Check Sequence: 41 01-05-5655-00	ACH Enabled: False
6213038-FB15	Quarterly rental 12/1/14-2/28/15	68.34	02/25/2015	01-11-5655-00	
6213038-FB15	Quarterly rental 12/1/14-2/28/15	68.34	02/25/2015	03-12-5655-00	
6213038-FB15	Quarterly rental 12/1/14-2/28/15	64.32	02/25/2015	01-04-5655-00	
6213038-FB15	Quarterly rental 12/1/14-2/28/15	72.36	02/25/2015	01-01-5655-00	
6213038-FB15	Quarterly rental 12/1/14-2/28/15	64.32	02/25/2015	01-03-5655-00	
	Check Total:	402.00			
Vendor: pitney1 28024552	Reserve Account Pitney Bowes Inc. Postage for reserve account	19.66	02/25/2015	Check Sequence: 42 01-01-6170-00	ACH Enabled: False
28024552	Postage for reserve account	1.44	02/25/2015	01-02-6170-00	
28024552	Postage for reserve account	26.45	02/25/2015	01-03-6170-00	
28024552	Postage for reserve account	1.44	02/25/2015	01-04-6170-00	
28024552	Postage for reserve account	123.59	02/25/2015	01-11-6170-00	
28024552	Postage for reserve account	0.48	02/25/2015	03-12-6170-00	
	Check Total:	173.06			
Vendor: schroede 178609	Schroeder's Ace Hardware Batteries	37.93	02/25/2015	Check Sequence: 43 01-04-6130-00	ACH Enabled: False
	Check Total:	37.93			
Vendor: specT 14051	Special T Unlimited T-shirts for Public Services	150.00	02/25/2015	Check Sequence: 44 01-04-5715-00	ACH Enabled: False
	Check Total:	150.00			
Vendor: usablue 553972	USA Blue Book Coffee creamer	20.37	02/25/2015	Check Sequence: 45 01-04-6130-00	ACH Enabled: False
555691	JULIE locate flags & paint	181.45	02/25/2015	03-12-6190-00	
562116	JULIE locate flags	286.23	02/25/2015	03-12-6190-00	
	Check Total:	488.05			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: V.Wire	Verizon Wireless			Check Sequence: 46	ACH Enabled: False
9739755970	Service 02/02/15 - 03/01/15	494.29	02/25/2015	01-02-5668-00	
9739865187	Service 02/02/2015-03/01/15	158.77	02/25/2015	01-01-5668-00	
9739865187	Service 02/02/2015-03/01/15	114.13	02/25/2015	01-04-5668-00	
9739865187	Service 02/02/2015-03/01/15	54.31	02/25/2015	03-12-5668-00	
9739865187	Service 02/02/2015-03/01/15	476.87	02/25/2015	01-02-5668-00	
9739865187	Service 02/02/2015-03/01/15	48.06	02/25/2015	01-03-5668-00	
9739865187	Service 02/02/2015-03/01/15	83.95	02/25/2015	01-11-5668-00	
9739865187	Service 02/02/2015-03/01/15	27.59	02/25/2015	01-02-5668-00	
9739865187	Service 02/02/2015-03/01/15	38.01	02/25/2015	01-02-5668-00	
9739865187	Service 02/02/2015-03/01/15	18.02	02/25/2015	01-05-5668-00	
	Check Total:	1,514.00			
Vendor: westoffi	West Suburban Office Products			Check Sequence: 47	ACH Enabled: False
163225	Expanding file	13.31	02/25/2015	01-02-6120-00	
163534	Sheet protectors	6.88	02/25/2015	01-02-6120-00	
163551	Stapler - Haslett	7.27	02/25/2015	01-11-6130-00	
	Check Total:	27.46			
	Total for Check Run:	284,590.19			
	Total of Number of Checks:	47			



City Treasurer's Report Jan-15

CORPORATE FUND	BALANCE December 31, 2014	RECEIVED	DISBURSED	BALANCE January 31, 2015	INTEREST RATE
PAYROLL	\$21,776	\$259,600	\$262,204	\$19,172	
CHECKING/SAVINGS					
Interfund Transfers		\$672,229	259,600		
Revenue/Expenditures		\$694,799	\$1,057,336		
Checking/MM Total	\$3,289,537	\$1,367,028	\$1,316,936	\$3,339,629	0.100%
DUI TECH FEE ACCT	\$86,846	\$15	\$15	\$86,846	
STATE FORFEITURE	\$915	\$0		\$915	
FEDERAL FORFEITURE	\$2,131	\$0	\$0	\$2,131	
IMET	\$295,696	\$53		\$295,749	
FUEL SYSTEM REPLACEMENT	\$39,371	\$2	\$0	\$39,372	0.100%
CHARLES SCHWAB 2022-6902	\$1,285,381	\$6,670	\$483	\$1,291,568	
CORPORATE TOTAL	\$5,021,653	\$1,633,367	\$1,579,638	\$5,075,382	
IMPACT/DONATION FUND					
HARRIS CHECKING	\$4,031	\$1		\$4,032	0.100%
IMET	\$395,260	\$71		\$395,332	
IMPACT/DONATION FUND TOTAL	\$399,291	\$72	\$0	\$399,364	
CAPITAL IMPROVEMENTS					
MONEY MARKET (HARRIS)	\$913,404	\$75,155	\$575,621	\$412,938	0.100%
CHARLES SCHWAB 5909-3614	\$1,560,319	\$8,219	\$587	\$1,567,950	
IMET	\$3,700,212	\$667		\$3,700,878	
CAPITAL IMPROVEMENT TOTAL	\$6,173,934	\$84,041	\$576,208	\$5,681,766	
MOTOR FUEL TAX FUND					
MONEY MARKET (HARRIS)	\$465,524	\$5,414		\$470,938	0.100%
MFT TOTAL	\$465,524	\$5,414	\$0	\$470,938	
BUSINESS DISTRICT #1					
2010 BUS. DIST. DEBT SERVICE	\$201,202	\$17		\$201,220	
2012 BUS. DIST. DEBT SERVICE	\$70,819	\$6		\$70,825	
BUSINESS DISTRICT TOTAL	\$272,021	\$23	\$0	\$272,044	
SSA DEBT SERVICE FUND					
HARRIS	\$2,032	\$20	\$20	\$2,032	
SSA DEBT SERVICE TOTAL	\$2,032	\$20	\$20	\$2,032	
WATER					
MONEY MARKET (HARRIS)	\$153,541	\$133,956	\$98,579	\$188,919	0.100%
ESCROW ACCT.	\$32,819	\$19	\$18	\$32,821	
WATER TOTAL	\$186,360	\$133,976	\$98,597	\$221,739	
ALL FUNDS TOTALED	\$12,520,815	\$1,856,913	\$2,254,463	\$12,123,265	
NET INCREASE(DECREASE)		\$ (397,550)			

* Multiple Securities Purchased Having Various Interest Rates

Prepared By,
Amy Marrero, Treasurer



AGENDA ACTION

FEB 24 2015

CITY OF OAKBROOK TERRACE
Department Payroll Summary Report for January 2015

Executive Administration	\$	23,855.36
Police Administration	\$	41,814.98
Police Sergeants	\$	24,137.45
Police Officers	\$	88,474.32
Police Investigations	\$	16,173.59
Police Court Time / Stand-by	\$	4,768.51
Building & Zoning	\$	15,889.41
P&Z Commission	\$	450.00
Public Services - Streets	\$	15,310.20
Special Events	\$	3,914.48
Police Commission	\$	-
Finance	\$	5,757.56
General Fund Total	\$	240,545.86
Public Services - Water	\$	20,122.06
Water Fund Total	\$	20,122.06
Snow Duties	\$	5,779.08
Motor Fuel Tax Fund Total	\$	5,779.08
Total Gross Payroll		\$ 266,447.00

FEB 24 2015

ORDINANCE NO. 15 - 14

AN ORDINANCE INCREASING THE NUMBER OF CLASS “E” LIQUOR LICENSES BY ONE (1) PURSUANT TO THE PROVISIONS OF TITLE XI (BUSINESS REGULATIONS); CHAPTER 111 (FOOD AND BEVERAGES); SUBCHAPTER ALCOHOLIC LIQUOR CONTROL, SECTION 111.012 (NUMBER OF LICENSES IN EACH LICENSE CLASSIFICATION), OF THE CODE OF ORDINANCES OF THE CITY OF OAKBROOK TERRACE (J.M.J. ASSETS LLC. – ELLIE’S OBT DBA ELLIE’S COFFEE BAR)

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, Section 111.012 of the Oakbrook Terrace Code of Ordinances establishes the number of liquor licenses in each respective class of licenses, and such number may, from time to time, be increased by formal action of the City Council due to the creation of a new and deserving business enterprise which seeks a liquor license; and

WHEREAS, the City Council has determined that it is desirable to increase the number of Class “E” liquor licenses to enable the Liquor Commissioner to issue a license to *Ellie’s Coffee Bar, 17W620 14th Street*, to allow such business to dispense beer and wine only for consumption only by guests on its business premises, 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. Pursuant to Section 111.012 of the Code of Ordinances, the number of licenses of particular classes to be issued in the City is modified as follows:

The number of Class “E” liquor licenses to be issued in the City is hereby increased by one (1), increasing the total number of Class “E” liquor licenses to be issued in the City to seven (7).

Section 3. Title 11 (Business Regulations), Chapter 111 (Food and Beverages), *Subchapter Alcoholic Liquor*, Section 111.012 (Number of Licenses) of the Code of Ordinances is hereby amended by deleting the number of Class “E” liquor licenses, and substituting the following number of Class “E” liquor licenses:

(1) The total number of Class “E” licenses shall not exceed 7.

Section 4. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of the conflict.

Section 5. This Ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED This 24th Day Of February, 2014.

AYES:

NAYS:

ABSENT:

APPROVED:

Tony Ragucci, Mayor

ATTEST:

Dennis Greco, City Clerk

FEB 24 2015

ORDINANCE NO. 15 -

AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND ABBEY PAVING & SEALCOATING CO., INC. FOR ASPHALT PAVING (BID PACKAGE 02D) FOR THE NEW POLICE FACILITY AND RENOVATION OF 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 trade contracts for the Installation Labor and Materials for Asphalt Paving (Bid Package 02D) for the New Police Facility and Renovation of 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 Installation Labor and Materials for Asphalt Paving (Bid Package 02D) for the Project and determines that the requirements to be met and the means and methods to be used in installing the Asphalt Paving shall be by the submission of a satisfactory proposal in response to a request for proposals;

WHEREAS, the City solicited proposals for the Installation Labor and Materials for Asphalt Paving (Bid Package 02D) for the New Police Facility and City Hall Renovation for the City of Oakbrook Terrace, DuPage County, Illinois and

WHEREAS, Abbey Paving & Sealcoating Co., Inc., has submitted satisfactory proposals to the City and it is advisable, necessary and in the public interest that the City contract with Abbey Paving & Sealcoating Co., Inc. for the Installation Labor and Materials for Asphalt Paving (Bid Package 02D) for the Project and that the City enter into Trade Contracts between the City and Abbey Paving & Sealcoating Co., Inc. for the Installation Labor and Materials for Asphalt Paving (Bid Package 02D) for the New Police Facility and Renovation of City Hall (the "Trade Contracts"), copies of which Trade Contracts are 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 Installation

Labor and Materials for Asphalt Paving (Bid Package 02D) for the Project and determines that the requirements to be met and the means and methods to be used in procuring such services 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 Trade Contracts with Abbey Paving & Sealcoating Co., Inc. for the Installation Labor and Materials for Asphalt Paving (Bid Package 02D) for the Project.

Section 3: The Mayor is hereby authorized to execute and the City Clerk to attest and seal the Notices of Award substantially in the form attached hereto as Exhibits "A" and made a part hereof. Further, the Notice of Award shall be issued to Abbey Paving & Sealcoating Co., Inc. for the Installation Labor and Materials for Asphalt Paving (Bid Package 02D) for the Project subject to the furnishing of the proper bonds and insurance. The Notices of Award shall be accompanied by a sufficient number of the Trade Contracts and with all other necessary written contract documents attached or otherwise made available for the Installation Labor and Materials for Asphalt Paving by Abbey Paving & Sealcoating Co., Inc.

Section 4. Provided further that Abbey Paving & Sealcoating Co., Inc. returns the Trade Contract to the City within ten (10) days of the receipt of the Trade Contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds and 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 Trade Contract for the Installation Labor and Materials for Asphalt Paving (Bid Package 02D) 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 Abbey Paving & Sealcoating Co., Inc. and its subcontractors for each craft or type of worker needed to execute the Trade Contracts 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 10th day of March 2015, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 10th day of March, 2015.

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

ATTESTED and filed in my office,
this 10th day of March 2015.

Dennis Greco, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

Exhibit "A"
CITY OF OAKBROOK TERRACE, ILLINOIS,
NOTICE OF AWARD – TRADE CONTRACT – ASPHALT PAVING (BID PACKAGE 02D)

TO: Abbey Paving & Sealcoating Co., Inc.
1949 County Line Road
Aurora IL 60502

PROJECT DESCRIPTION: City of Oakbrook Terrace, Illinois (the "City") New Police Facility and Renovation of City Hall

YOU ARE HEREBY NOTIFIED that Abbey Paving & Sealcoating Co., Inc. has been awarded a Contract in the amount of One Hundred And Forty One Thousand And No/100, (\$141,000.00) subject to the furnishing of the proper bonds and insurance for Asphalt Paving (Bid Package 02D) for the New Police Facility and Renovation of City Hall Project.

You are requested to execute the Contract and furnish the required contract bonds and 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 bonds and insurance within ten (10) calendar days from the issuance of this notice, the City 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 10th day of March 2015.

CITY OF OAKBROOK TERRACE, ILLINOIS

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

ATTEST:

Dennis Greco, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Abbey Paving & Sealcoating Co., Inc.. this 10th day of March 2015.

Abbey Paving & Sealcoating Co., Inc.

By: Joseph Madden, President

Exhibit "B"

**CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,
AND ABBEY PAVING & SEALCOATING CO., INC. FOR ASPHALT PAVING (BID PACKAGE
02D) FOR THE NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
ABBEY PAVING & SEALCOATING CO., INC.
for the installation labor and materials of
ASPHALT (Bid Package 02D)
for the
NEW POLICE FACILITY AND RENOVATION OF CITY HALL

CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
ABBEY PAVING & SEALCOATING CO., INC.
for the installation labor and materials of
ASPHALT (Bid Package 02D)
for the
NEW POLICE FACILITY AND RENOVATION OF CITY HALL

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CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
ABBEY PAVING & SEALCOATING CO., INC.
for the installation labor and materials of
ASPHALT (Bid Package 02D)
for the
NEW POLICE FACILITY AND RENOVATION OF 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 *Abbey Paving & Sealcoating Co., Inc.*, 1949 County Line Road, Aurora, Illinois 60502 hereinafter referred to as the "Trade Contractor," for the installation labor and materials for Asphalt (Bid Package 02D) for the New Police Facility and Renovation of 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 perform the work, furnish all materials and labor necessary to complete the work in full compliance with all of the terms and the requirements of this Contract, the General Conditions, Special Provisions, the Specifications, Drawings, Proposal, Scope of Work, Contractor's Certification, Baseline Project Schedule, Phasing Plan and Contract Bond 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 prices set forth in the Contractor's Proposal.

Base Bid Amount:

Police Station	\$67,100
City Hall	\$44,700
City Hall Alternate	<u>\$29,200</u>
	\$141,000

If one or more of the prices set forth in the Contractor's Proposal are unit prices, the quantities shown in the Proposal are approximate only and are subject to increase or decrease. The Contractor shall receive for the performance of the unit price work, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of the Contractor's Proposal. 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 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 consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

ARTICLE 3 CONTRACT TIME

The Contractor shall perform the work according to the Project Schedule prepared and maintained by the Construction Manager. The Contractor shall commence the work expeditiously after the date the Construction Manager 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 Contract Bond and certificates of insurance to the City. The Contractor shall begin its individual work activities under this Contract on the date specified in the Project Schedule. The Contractor shall complete its individual work activities under this Contract within the durations specified in the Project Schedule. The sequence of activities and duration of critical path activities will be adjusted by the Construction Manager as necessary to maintain the specified overall Substantial Completion dates for the projects. The Project Schedule will be updated and distributed to the Contractor not less frequently than once each month. If the performance of all or any portion of the Contractor's work is delayed for an unreasonable period of time by the Construction Manager's adjustment of the sequence of activities and duration of critical path activities as set forth in the Project Schedule and the Contractor believes that additional compensation and/or Contract Time is due as a result of such delay, the Contractor shall submit to the City Administrator in writing a request for adjustment within seven (7) calendar days of receipt of the adjustment of the Project Schedule giving rise to the delay of the Contractor's work. The request shall set forth the reasons and support for such adjustment. Upon receipt, the City Administrator will evaluate the Contractor's request. If the City Administrator agrees that the period of delay was unreasonable and that the cost and/or time required for the performance of the Contract has increased as a result of such suspension, the City Administrator will make an adjustment (excluding profit) and modify the Contract in writing accordingly. In no case shall a suspension of less than seven (7) calendar days be considered unreasonable. No adjustment will be made for a delay of any duration, if the delay was caused by the acts or omissions of the Contractor, subcontractor, suppliers or the weather. The City Administrator will notify the Contractor of his or her determination whether or not an adjustment of the Contract is warranted. No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed. No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause or for which an adjustment is provided for or excluded under any other term or condition of the Contract. Should the Contractor fail to coordinate, schedule or manage its work so that the individual work activities under this Contract are not completed within the durations specified in the Project Schedule or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the liquidated damages set forth in Article 108.11 of the General Conditions.

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, City Administrator

B. If to Contractor:

Abbey Paving & Sealcoating Co., Inc.
1949 County Line Road
Aurora, IL 60502
Attn: Joseph Madden, President

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 Construction Manager, the Architect/Engineer, employees and representatives of the City, any contractor or consultant retained by the City; but the Contractor shall not be contractually responsible for the Construction Manager, the Architect/Engineer, 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 Proposal
- (c) Contractor's Certification
- (d) Contract Bond
- (e) General Conditions
- (f) Special Provisions
- (g) Specifications
- (h) Drawings
- (i) Scope of Work
- (j) Baseline Project Schedule
- (k) Project Phasing 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) Drawings
- (2) Specifications
- (3) Special Provisions
- (4) General Conditions
- (5) Contract
- (6) Scope of Work
- (7) Contractor's Proposal
- (8) Contract Bond
- (9) 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 City 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 10th day of March 2015.

Contractor: Abbey Paving & Sealcoating Co., Inc.

By _____
Joseph Madden, President

ATTEST:

By: _____
[Name of Secretary], Secretary

Executed by the City, this 10th day of March 2015.

City: City of Oakbrook Terrace

ATTEST:

By _____
Tony Ragucci, Mayor

By _____
Dennis Greco, City Clerk

FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Contractor: Abbey Paving & Sealcoating Co., Inc.

By _____
Joseph Madden, President



HARBOUR CONTRACTORS
 23830 West Main Street
 Plainfield, IL 60544
 Phone (815) 254-5500 Fax (815) 254-5505

**PROPOSAL PACKAGE AWARD
 RECOMMENDATION**

PROPOSAL PACKAGE:

BP02D and BP02F - Asphalt and Concrete Paving

**Project: Oakbrook Terrace
 Police Facility & City Hall Renovation**

Project No: 01-1204

Date: 1/22/2015

Proposal Package #	Proposal Package	Line Item Budget
BP02D and BP02F	Asphalt & Concrete Paving - Police Facility	\$ 191,060.25
BP02D and BP02F	Asphalt & Concrete Paving - City Hall	\$ 68,662.70
Total Award Package Budget BASE BID		\$ 259,722.95
Alternate: Full Depth Replacement at Existing Parking Lot		\$ -
Total Award Package Budget with Alternate		\$ 259,722.95

* Base Bid includes overlay paving at Existing Parking Lot

Recommended Trade Contractor		Recommended Award Amount
Abbey Paving Company, Inc.		
	BP02D and BP 02F - Asphalt and Concrete Paving, Police Facility (PH 1)	\$212,350.00
	BP02D and BP 02F - Asphalt and Concrete Paving, City Hall (PH 2 and 3)	\$103,400.00
Total Proposal Amount - BASE BID		\$315,750.00
21.57%	Base Bid Total Budget Overrun/(Savings)	\$56,027.05
Alternate: Full Depth Replacement at Existing Parking Lot		\$29,200.00
Total Proposal Amount with Alternate		\$344,950.00
32.81%	Base Bid + Alternate Total Budget Overrun/(Savings)	\$85,227.05

Additional Trade Contract Proposals		Proposal Amounts
Accu-Paving Company		
	BP02D and BP 02F - Asphalt and Concrete Paving, Police Facility (PH 1)	\$205,910.00
	BP02D and BP 02F - Asphalt and Concrete Paving, City Hall (PH 2 and 3)	\$150,525.00
Total Proposal Amount - BASE BID		\$356,435.00
37.24%	Base Bid Total Budget Overrun/(Savings)	\$96,712.05
Alternate: Full Depth Replacement at Existing Parking Lot		\$6,775.00
Total Proposal Amount with Alternate		\$363,210.00
39.85%	Base Bid + Alternate Total Budget Overrun/(Savings)	\$103,487.05
Orange Crush, LLC		
	BP02D and BP 02F - Asphalt and Concrete Paving, Police Facility (PH 1)	\$272,347.50
	BP02D and BP 02F - Asphalt and Concrete Paving, City Hall (PH 2 and 3)	\$200,308.75
Total Proposal Amount - BASE BID		\$472,656.25
81.98%	Base Bid Total Budget Overrun/(Savings)	\$212,933.30
Alternate: Full Depth Replacement at Existing Parking Lot		\$12,382.50
Total Proposal Amount with Alternate		\$485,038.75
86.75%	Base Bid + Alternate Total Budget Overrun/(Savings)	\$225,315.80

Additional Trade Contractors	

Potential Value Engineering Considerations (To be reviewed with Design Consultants)	
1	
2	
3	

Note: Proposed potential value engineering amounts are based on the proposal of recommended trade contractor. If trade contractor other than recommended trade contractor is selected by Oakbrook Terrace, value engineering amounts are subject to change.

PROPOSAL PACKAGE 02D and 02F-ASPALT AND CONCRETE PAVING

Trade Contractor Information

Company Name Abbey Paving & Sealcoating Co., Inc
 Company Address 1949 County Line Road, Aurora, IL 60502
 Company President Joseph Madden

Contact Information regarding questions on proposal

Estimator Name: Mark Luedtke Title: Project Manager
 Phone Number: 630-585-7220 E-mail Address: markl@abbey-paving.com
 Fax Number: 630-585-7220

Proposal Amounts

Base Proposal - Police Facility	\$212,350	(Per phasing Plan Phase one only)
City Hall Renovations	\$103,400	(Per Phasing plan Phase two and Three)
ALTERNATE - Full Depth Replace "Overlay Area"	Add: \$29,200	
Total Proposal Amount	\$ 344,950 (see attached detail)	Rev. 1/14/15

Supplemental Information

Number of calendar days to complete submittals after notice of award 30 Days per Phase
 Number of calendar days to for material fabrication & delivery after approved submittals N/A
 Total Estimate Field Man Hours 1200

Completion Checklist

Date Completed	<u>1/8/15</u>	
Contractors Certification Executed and Included	<input checked="" type="checkbox"/>	Y
Reviewed and Accepted Instructions for Trade Contract Proposals	<input checked="" type="checkbox"/>	Y
Reviewed and Accepted Trade Contractor Scope of Work	<input checked="" type="checkbox"/>	Y
Reviewed and Accepted Project Schedule	<input checked="" type="checkbox"/>	Y
Reviewed and Accepted Contract Document Log	<input checked="" type="checkbox"/>	Y
Reviewed and Accepted General Conditions and Special Provisions	<input checked="" type="checkbox"/>	Y
Reviewed and Accepted Contract Terms	<input checked="" type="checkbox"/>	Y
Cost for Payment & Performance Bond Included	<u>\$2,800</u>	(Required if Proposal Exceeds \$50,000.00)
Sales Taxes Excluded per public project requirements	<input checked="" type="checkbox"/>	Y
Proposal Includes Prevailing Wage Labor	<input checked="" type="checkbox"/>	Y

Voluntary Alternates

	Description		Price
1	Deduct if survey layout provided by others.	Deduct	(\$6,800)
2			
3			
4			
5			
6			

Unit Prices

	Item	Unit of Measure	Price
1			
2			
3			
4			
5			
6			

ABBHEY PAVING CO. INC.
Heavy Duty Asphalt Paving

1949 County Line Road • Aurora, IL 60502

Proposal Detail Bid Package 02D and 02F Asphalt and Concrete Paving

Submitted To:
Dan Sklera and Al Zakaraya
Harbour Contractors

Project:
Oak Brook Terrace Police Facility
And City Hall Renovation
Oak Brook Terrace, Illinois
Plan revision date: 2/26/14

dsklera@harbour-cm.com
Phone:

Fax:

Proposal date: January 8, 2015 (rev.1/14/15)

PHASE 1 POLICE FACILITY BASE BID

SITE CONCRETE - \$ 145,250.00

We Propose To:

1. Provide appx. 1,260 lf of B6.12 curb & gutter – 9" flag, continuous #4 rebar reinforcement.
2. Provide appx. 375 lf of 6" vertical barrier curb with continuous #4 rebar reinforcement.
3. Provide appx. 100 lf of ribbon curb with continuous rebar reinforcement.
4. Provide appx. 60 lf of B6.24 curb & gutter – 9" flag, continuous #4 rebar reinforcement.
5. Provide appx. 5,100 sf of 5" sidewalk – no reinforcement
6. Provide appx. 1,500 sf of 6" monolithic sidewalk with mesh reinforcement
7. Provide appx. 6,600 sf of 8" PCC pavement with fiber reinforcement.
8. Furnish and install necessary ADA detectible warning tiles.
9. Install 10 regular bollards (bollards provided by others)
10. Install 4 bike racks with foundations (bike racks provided by others)
11. Install 3 flag pole foundations (steel sleeves provided by others, flag pole installation by others)
12. Furnish and install 4 security bollards (steel pipes provided by others)

ASPHALT - \$ 67,100.00

We Propose To:

1. Provide appx. 1,500 sy of asphalt pavement - 8" stone, 3" binder, and 2.5" surface.
2. Provide appx. 70 sy of road patching at new curb lines.
3. Provide appx. 20 sy of road patching at new utility lines.
4. Furnish and install traffic signs and handicap signs.
5. Stripe with 2 coats of marking paint per plans.

Abbey Paving agrees to complete above scope of work for the lump sum price of **\$ 212,350.00**

If road patching at utility lines is by others

DEDUCT (\$1,200.00)

PHASE 2 CITY HALL BASE BID

SITE CONCRETE - \$ 48,800.00

We Propose To:

1. Provide appx. 270 lf of B6.12 curb & gutter – 9" flag, continuous #4 rebar reinforcement.
2. Provide appx. 2,900 sf of 5" sidewalk – no reinforcement
3. Provide appx. 600 sf of 6" monolithic sidewalk with mesh reinforcement
4. Provide appx. 2,300 sf of 8" PCC pavement with fiber reinforcement.
5. Furnish and install necessary ADA detectible warning tiles.
6. Install 5 regular bollards (bollards provided by others)

ASPHALT - \$ 33,000.00

We Propose To:

1. Mill and dispose of appx. 530 sy of existing asphalt at a depth of 1.5"

2. Provide appx. 650 sy of asphalt pavement - 8" stone, 3" binder, and 2.5" surface.
3. Provide appx. 530 sy 1.5" surface course overlay.
4. Furnish and install traffic signs and handicap signs.
5. Stripe with 2 coats of marking paint per plans.
6. Stripe thermoplastic markings in roadways.

PHASE 3 CITY HALL BASE BID

SITE CONCRETE - \$ 9,900.00

We Propose To:

1. Provide appx. 150 lf of B6.12 curb & gutter – 9" flag, continuous #4 rebar reinforcement.
2. Provide appx. 600 sf of 6" monolithic sidewalk with mesh reinforcement

ASPHALT - \$ 11,700.00

We Propose To:

1. Mill and dispose of appx. 480 sy of existing asphalt at a depth of 1.5"
2. Provide appx. 480 sy 1.5" surface course overlay.
3. Stripe with 2 coats of marking paint per plans.

**Abbey Paving agrees to complete above scope of work for the lump sum price of \$ 103,400.00
(Phases 2 and 3)**

ALTERNATE FULL DEPTH PAVEMENT IN LIEU OF MILL AND OVERLAY IN EXISTING PARKING LOT

ASPHALT

We Propose To:

1. Remove and dispose of appx. 1,000 sy of existing asphalt pavement.
2. Remove and dispose existing stone material to allow for new full depth pavement section.
3. Regrade and compact remaining existing stone base.
4. Provide appx. 1,000 sy of asphalt pavement – 3" binder and 2.5" surface.

ADD \$ 29,200.00

Bid Clarifications:

- Pricing assumes suitable subgrade within ± 0.10 foot provided by others
- Pricing assumes stone base for concrete curb, PCC pavement and sidewalk will be provided by others and installed by Abbey Paving.
- Pricing includes all survey layout. If layout is performed by others deduct \$6,800.00
- Pricing assumes bike rack material, bollards and flag pole sleeves provided by others and installed by Abbey Paving.
- Pricing for security bollards assumes Abbey Paving will purchase and install bollards and steel posts will be provided by others.
- Pricing for alternate full depth pavement in lieu of mill and overlay assumes sufficient stone base remaining after removal of existing.

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Joseph Madden, hereby certify that I am the President of Abbey Paving & Sealcoating Co., and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 - A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item



PROPOSAL FORM
Oakbrook Terrace Police Facility & City Hall Renovation

PROPOSAL PACKAGE 02D and 02F-ASPHALT AND CONCRETE PAVING

Trade Contractor Information

Company Name: **Accu-Paving**
 Company Address: **2665 S. 25th Ave. Broadview, IL 60155**
 Company President: **James A. Mertes**

Contact information regarding questions on proposal

Estimator Name: **Andrew Mertes / Jim Mertes** Title: **PM / VP**
 Phone Number: **708-343-5900** e-mail Address: **andrew@accu-paving.com**
 Fax Number: **708-343-7492**

Proposal Amounts

Base Proposal - Police Facility	205,910.00	(Per phasing Plan Phase one only)
City Hall Renovations	150,525.00	(Per Phasing plan Phase two and Three)
ALTERNATE - Full Depth Replace "Overlay Area"	6,775.00	ADD
Total Proposal Amount	\$ 356,435.00	

Supplemental Information

Number of calendar days to complete submittals after notice of award: **10**
 Number of calendar days to for material fabrication & delivery after approved submittals: **1**
 Total Estimate Field Man Hours: **600**

Completion Checklist

- Date Completed: **1/16/15**
- Contractors Certification Executed and Included:
 - Reviewed and Accepted Instructions for Trade Contract Proposals:
 - Reviewed and Accepted Trade Contractor Scope of Work:
 - Reviewed and Accepted Project Schedule:
 - Reviewed and Accepted Contract Document Log:
 - Reviewed and Accepted General Conditions and Special Provisions:
 - Reviewed and Accepted Contract Terms:
 - Cost for Payment & Performance Bond Included: (Required if Proposal Exceeds \$50,000.00)
 - Sales Taxes Excluded per public project requirements:
 - Proposal includes Prevailing Wage Labor:

Voluntary Alternates

	Description	Price
1		
2		
3		
4		
5		
6		

Unit Prices

	Item	Unit of Measure	Price
1			
2			
3			
4			
5			
6			



ACCU-PAVING CO.

2665 SOUTH 25TH AVENUE
BROADVIEW, ILLINOIS 60155-4591

PHONE 708/343-5900
FAX 708/343-7492

PROPOSAL ****REVISED 1/16/15****

To: Harbour Contractors
23830 W. Main
Plainfield, IL 60544
Attn: Zakariya, Al

Date: 1/12/2015
Project Name: Police Facility and City Hall
Project Location: Oakbrook Terrace

We are pleased to submit our Proposal for construction at the above project as follows:

<u>DESCRIPTION OF WORK</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Unit</u>	<u>AMOUNT</u>
Phase One- Asphalt				
Full Depth- Furnish and install 8" of CA-6 aggregate base course. Furnish and install 3" of HMA binder course and 2.5" of HMA surface course.	\$ 39.10	1,565	Sq. Yds.	\$ 61,191.50
Section Total:				\$ 61,191.50

Phase One- Concrete

Concrete Paving- Fine grade aggregate base course, Furnish and install 8" of PCC	\$ 7.53	5,294	Sq. Ft.	\$ 39,863.82
Sidewalk- Furnish and install 4" CA-6, #4 Dowels and 5" PCC	\$ 5.78	5,020	Sq. Ft.	\$ 29,015.60
Curb- Furnish and install 4" CA-6, #4 rebar/ Exp. Joint steel and either regular, depressed or reversed pitch curb per plans	\$ 20.02	1,360	Ln. Ft.	\$ 27,227.20
Monolithic Curb and Sidewalk- Furnish and install 4" CA-6, #6 WWF, #4 Rebar and PCC per plans and specs	\$ 7.15	1,680	Sq. Ft.	\$ 12,012.00
ADA Tiles- Furnish and install ADA tiles	\$ 23.10	91	Sq. Ft.	\$ 2,102.10
Section Total:				\$ 110,220.72

Phase Two- Asphalt

Overlay- Mill 2" of asphalt, haul and dispose off sight. Sweep and prime the surface. Furnish and install 2" of HMA surface course.	\$ 30.59	557	Sq. Yds.	\$ 17,038.10
Full Depth- Furnish and install 8" of CA-6 aggregate base course. Furnish and install 3" of HMA binder course and 2.5" of HMA surface course.	\$ 47.82	617	Sq. Yds.	\$ 29,504.20
Section Total:				\$ 46,542.30

Phase Two- Concrete

Concrete Paving- Fine grade aggregate base course, Furnish and install 8" of PCC	\$ 7.53	3,956	Sq. Ft.	\$ 29,788.68
Sidewalk- Furnish and install 4" CA-6, #4 Dowels and 5" PCC	\$ 5.78	3,720	Sq. Ft.	\$ 21,501.60
Curb- Furnish and install 4" CA-6, #4 rebar/ Exp. Joint steel and either regular, depressed or reversed pitch curb per plans	\$ 20.02	678	Ln. Ft.	\$ 13,573.56
Monolithic Curb and Sidewalk- Furnish and install 4" CA-6, #6 WWF, #4 Rebar and PCC per plans and specs	\$ 7.15	340	Sq. Ft.	\$ 2,431.00
ADA Tiles- Furnish and install ADA tiles	\$ 23.10	91	Sq. Ft.	\$ 2,102.10
Section Total:				\$ 69,396.94

Phase Three- Asphalt

Overlay- Mill 2" of asphalt, haul and dispose off sight. Sweep and prime the surface. Furnish and install 2" of HMA surface course.	\$	36.05	499	Sq. Yds.	\$	17,987.75
Full Depth- Furnish and install 8" of CA-6 aggregate base course. Furnish and install 3" of HMA binder course and 2.5" of HMA surface course.	\$	146.72	32	Sq. Yds.	\$	4,695.15
Section Total:						\$ 22,682.90

Phase Three- Concrete

Curb- Furnish and install 4" CA-6, #4 rebar/ Exp. Joint steel and either regular, depressed or reversed pitch curb per plans	\$	20.02	162	Ln. Ft.	\$	3,243.24
Monolithic Curb and Sidewalk- Furnish and install 4" CA-6, #6 WWF, #4 Rebar and PCC per plans and specs	\$	7.15	340	Sq. Ft.	\$	2,431.00
Section Total:						\$ 5,674.24

Police Station Additions

Install the footings and foundations per plans and specs for 4 security bollards, 10 non-security bollards, 3 flag poles and plaza, and 4 bicycle racks and slab (roughly 6'x16). Install (supplied by others): all steel bollards, all flag pole bases, all bicycle racks, and all 3" steel diameter pipe. Furnish and install 4 security "wassau" concrete bollards						Section Total:	\$ 34,500.00
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Village Hall Additions

Install the footings and foundations for 5 non-security bollards. Install (supplies by others) 5 steel bollards.						Section Total:	\$ 6,225.00
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Phase One Total: \$205,910.00
Phase Two Total: \$122,165.00
Phase Three Total: \$ 28,360.00

Notes

Proposal based on current oil market
Work figured for three phases
No excavation included
No sales tax included
All traffic striping and signage included per plans i.e.: Thermo-plastic and double coat paint

TERMS: Payments due on Invoice for work installed.

Accepted by:

Respectfully Submitted,
ACCU-PAVING CO.

Drew Mertes

Proposal valid for a period of 30 days.

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, James A. Mertes, hereby certify that I am the ^{Vice} President of Accu-Paving, and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 - A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: 1/9/15, 2015

Contractor: Accu-Paving

By: *James A. Mertes*

James A. Mertes Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that James A. Mertes, known to me to be the ^{Vice} President of Accu-Paving appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of Accu-Paving.

Dated: 1/9/15, 2015

Susan M. Mertes
Notary Public





PROPOSAL FORM
Oakbrook Terrace Police Facility & City Hall Renovation

PROPOSAL PACKAGE 02D and 02F-ASPHALT AND CONCRETE PAVING

Trade Contractor Information

Company Name Orange Crush, LLC
 Company Address 321 Center Street, Hillside, IL 60162
 Company President Sam Palumbo

Contact Information regarding questions on proposal

Estimator Name Andy Ahern Title Estimator
 Phone Number (708) 544-9440 E-mail Address aahern@orangecrushllc.com
 Fax Number (708) 544-0230

Proposal Amounts

Base Proposal - Police Facility	\$272,347.50	(Per phasing Plan Phase one only)
City Hall Renovations	\$200,308.75	(Per Phasing plan Phase two and Three)
ALTERNATE - Full Depth Replace "Overlay Area"	\$12,382.50	
Total Proposal Amount	\$ 485,038.75	-

Supplemental Information

Number of calendar days to complete submittals after notice of award
 Number of calendar days to for material fabrication & delivery after approved submittals
 Total Estimate Field Man Hours

Completion Checklist

- Date Completed
- Contractors Certification Executed and Included
 - Reviewed and Accepted Instructions for Trade Contract Proposals
 - Reviewed and Accepted Trade Contractor Scope of Work
 - Reviewed and Accepted Project Schedule
 - Reviewed and Accepted Contract Document Log
 - Reviewed and Accepted General Conditions and Special Provisions
 - Reviewed and Accepted Contract Terms
 - Cost for Payment & Performance Bond Included (Required if Proposal Exceeds \$50,000.00)
 - Sales Taxes Excluded per public project requirements
 - Proposal includes Prevailing Wage Labor

Voluntary Alternates

	Description	Price
1		
2		
3		
4		
5		
6		

Unit Prices

	Item	Unit of Measure	Price
1			
2			
3			
4			
5			
6			

Proposal
ORANGE CRUSH L.L.C.
Job Code: AA100
Description: Oakbrook Police Station

Description	Proposal	Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description					
AGGREGATE BASE CSE TYPE B 8"		1,470.00	SY	13.25	19,477.50
BITUMINOUS BINDER COURSE N50 3"		1,470.00	SY	16.50	24,255.00
BITUMINOUS SURFACE COURSE N50 2 1/2"		1,470.00	SY	16.00	23,520.00
PORTLAND CEMENT CONCRETE PAVEMENT 8"		740.00	SY	73.00	54,020.00
PORTLAND CEMENT CONCRETE SIDEWALK 5"		6,620.00	SF	9.75	64,545.00
COMBINATION CONCRETE CURB AND GUTTER TYPE B6.12		1,195.00	LF	35.00	41,825.00
COMBINATION CONCRETE CURB AND GUTTER TYPE B6.24		230.00	LF	39.00	8,970.00
6" X 18" RIBBON CURB		140.00	LF	30.00	4,200.00
CURB PATCHING, 2" GRIND AND OVERLAY		70.00	SY	39.00	2,730.00
FULL DEPTH UTILITY PATCHING		10.00	SY	240.00	2,400.00
DETECTABLE WARNINGS		115.00	SF	35.00	4,025.00
FLAG POLE BASES		3.00	EA	950.00	2,850.00
WASAU TILE CONCRETE BOLLARDS		4.00	EA	1,385.00	5,540.00
TRASH ENCLOSURE FOOTING 12"X2'		40.00	LF	68.00	2,720.00
TRASH ENCLOSURE FOUNDATIONS 8"X3'		40.00	LF	86.00	3,440.00
BOLLARDS AT TRASH ENCLOSURE		2.00	EA	1,040.00	2,080.00
STRIPING AND SIGNAGE		1.00	LS	5,750.00	5,750.00
Phase 1				Subtotal:	272,347.50
BITUMINOUS SURFACE REMOVAL 2 1/2"		545.00	SY	10.50	5,722.50
BITUMINOUS SURFACE COURSE N50 2 1/2"		545.00	SY	17.00	9,265.00
AGGREGATE BASE CSE TYPE B 8"		585.00	SY	14.00	8,190.00
BITUMINOUS BINDER COURSE N50 3"		585.00	SY	22.50	13,162.50
BITUMINOUS SURFACE COURSE N50 2 1/2"		585.00	SY	17.00	9,945.00
PORTLAND CEMENT CONCRETE PAVEMENT 8"		255.00	SY	72.00	18,360.00
PORTLAND CEMENT CONCRETE SIDEWALK 5"		3,445.00	SF	9.75	33,588.75
COMBINATION CONCRETE CURB AND GUTTER TYPE B6.12		320.00	LF	36.00	11,520.00
DETECTABLE WARNINGS		90.00	SF	35.00	3,150.00
6" BOLLARD		5.00	EA	1,000.00	5,000.00
SITE SIGN FOOTING 2'X12"X10'		1.00	EA	2,400.00	2,400.00
SITE SIGN FOUNDATION 1'-4"X3'X10'		1.00	EA	3,200.00	3,200.00
THERMOPLASTIC ROADWAY STRIPING		1.00	LS	2,000.00	2,000.00
STRIPING AND SIGNAGE		1.00	LS	3,950.00	3,950.00
Phase 2				Subtotal:	129,453.75

Proposal				
Description	Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description				
BITUMINOUS SURFACE REMOVAL 2 1/2"	500.00	SY	11.25	5,625.00
BITUMINOUS SURFACE COURSE N50 2 1/2"	500.00	SY	25.00	12,500.00
AGGREGATE BASE CSE TYPE B 8"	60.00	SY	48.00	2,880.00
BITUMINOUS BINDER COURSE N50 3"	60.00	SY	28.00	1,680.00
BITUMINOUS SURFACE COURSE N50 2 1/2"	60.00	SY	21.00	1,260.00
PORTLAND CEMENT CONCRETE SIDEWALK 5"	3,445.00	SF	10.00	34,450.00
COMBINATION CONCRETE CURB AND GUTTER TYPE B6.12	320.00	LF	36.00	11,520.00
STRIPING AND SIGNAGE	1.00	LS	940.00	940.00
Phase 3			Subtotal:	70,855.00
GRAND TOTAL:				472,656.25

Proposal Certification

****Bid includes only 3 mobilizations****

All quantities to be measured in place and agreed to upon completion of work.

This is a unit price contract.

All mixes quoted using standard IDOT designs.

Exclusions: Bond, Permit, Fee's, Engineering, Material Testing, Undercutting, Backfill,

Restoration, Patching, Heavy or Hand Cleaning and Retention. Our standard insurance only is included.

Kotecki waivers are not included.

Inclusions: Prime, Light sweeping

Payment due 30 days from invoice date.

The Contract Sum and/ or Unit Price shall be guaranteed for thirty days. In the event that the project is not completed by this date,

Orange Crush LLC reserves the right to modify the Contract Sum and/or Unit Price regardless of any terms set forth in the Construction Contract or any subsequent contract executed by the parties.

Submitted By: Andy Ahem
 Orange Crush, LLC
 321 Center Street
 Hillside, IL 60162
 P (708) 544-9440
 F (708) 544-7795

Signed: _____

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, JAMES BEHRENS, hereby certify that I am the ^{VICE} President of ORANGE CRUSH, LLC, and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 - A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: 1/15/15, 2014

Contractor: ORANGE CRUSH, LLC

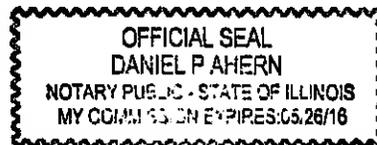
By: [Signature]
JAMES BEARENS, VICE President

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that JAMES BEARENS, known to me to be the VICE President of ORANGE CRUSH, LLC appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of

Dated: 1/15/15, 2014

[Signature]
Notary Public



ORDINANCE NO. 15 -

AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND ABBEY PAVING & SEALCOATING CO., INC. FOR CONCRETE PAVING (BID PACKAGE 02F) FOR THE NEW POLICE FACILITY AND RENOVATION OF 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 trade contracts for the Installation Labor and Materials for Concrete Paving (Bid Package 02F) for the New Police Facility and Renovation of 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 Installation Labor and Materials for Concrete Paving (Bid Package 02F) for the Project and determines that the requirements to be met and the means and methods to be used in installing the Concrete Paving shall be by the submission of a satisfactory proposal in response to a request for proposals;

WHEREAS, the City solicited proposals for the Installation Labor and Materials for Concrete Paving (Bid Package 02F) for the New Police Facility and City Hall Renovation for the City of Oakbrook Terrace, DuPage County, Illinois and

WHEREAS, Abbey Paving & Sealcoating Co., Inc., has submitted satisfactory proposals to the City and it is advisable, necessary and in the public interest that the City contract with Abbey Paving & Sealcoating Co., Inc. for the Installation Labor and Materials for Concrete Paving (Bid Package 02F) for the Project and that the City enter into Trade Contracts between the City and Abbey Paving & Sealcoating Co., Inc. for the Installation Labor and Materials for Concrete Paving (Bid Package 02F) for the New Police Facility and Renovation of City Hall (the "Trade Contracts"), copies of which Trade Contracts are 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 Installation

Labor and Materials for Concrete Paving (Bid Package 02F) for the Project and determines that the requirements to be met and the means and methods to be used in procuring such services 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 Trade Contracts with Abbey Paving & Sealcoating Co., Inc. for the Installation Labor and Materials for Concrete Paving (Bid Package 02F) for the Project.

Section 3: The Mayor is hereby authorized to execute and the City Clerk to attest and seal the Notices of Award substantially in the form attached hereto as Exhibits "A" and made a part hereof. Further, the Notice of Award shall be issued to Abbey Paving & Sealcoating Co., Inc. for the Installation Labor and Materials for Concrete Paving (Bid Package 02F) for the Project subject to the furnishing of the proper bonds and insurance. The Notices of Award shall be accompanied by a sufficient number of the Trade Contracts and with all other necessary written contract documents attached or otherwise made available for the Installation Labor and Materials for Concrete Paving by Abbey Paving & Sealcoating Co., Inc.

Section 4. Provided further that Abbey Paving & Sealcoating Co., Inc. returns the Trade Contract to the City within ten (10) days of the receipt of the Trade Contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds and 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 Trade Contract for the Installation Labor and Materials for Concrete Paving (Bid Package 02F) 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 Abbey Paving & Sealcoating Co., Inc. and its subcontractors for each craft or type of worker needed to execute the Trade Contracts 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 10th day of March 2015, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 10th day of March, 2015.

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

ATTESTED and filed in my office,
this 10th day of March 2015.

Dennis Greco, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

Exhibit "A"
CITY OF OAKBROOK TERRACE, ILLINOIS,
NOTICE OF AWARD – TRADE CONTRACT – CONCRETE PAVING (BID PACKAGE 02F)

TO: Abbey Paving & Sealcoating Co., Inc.
1949 County Line Road
Aurora IL 60502

PROJECT DESCRIPTION: City of Oakbrook Terrace, Illinois (the "City") New Police Facility and Renovation of City Hall

YOU ARE HEREBY NOTIFIED that Abbey Paving & Sealcoating Co., Inc. has been awarded a Contract in the amount of Two Hundred And Three Thousand Nine Hundred And Fifty And No/100, (\$203,950.00) subject to the furnishing of the proper bonds and insurance for Concrete Paving (Bid Package 02F) for the New Police Facility and Renovation of City Hall Project.

You are requested to execute the Contract and furnish the required contract bonds and 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 bonds and insurance within ten (10) calendar days from the issuance of this notice, the City 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 10th day of March 2015.

CITY OF OAKBROOK TERRACE, ILLINOIS

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

ATTEST:

Dennis Greco, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Abbey Paving & Sealcoating Co., Inc. this 10th day of March 2015.

Abbey Paving & Sealcoating Co., Inc.

By: Joseph Madden, President

Exhibit "B"

**CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,
AND ABBEY PAVING & SEALCOATING CO., INC. FOR CONCRETE PAVING (BID
PACKAGE 02F) FOR THE NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
ABBEY PAVING & SEALCOATING CO., INC.
for the installation labor and materials of
CONCRETE (Bid Package 02F)
for the
NEW POLICE FACILITY AND RENOVATION OF CITY HALL

CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
ABBEY PAVING & SEALCOATING CO., INC.
for the installation labor and materials of
CONCRETE (Bid Package 02F)
for the
NEW POLICE FACILITY AND RENOVATION OF CITY HALL

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CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
ABBEY PAVING & SEALCOATING CO., INC.
for the installation labor and materials of
CONCRETE (Bid Package 02F)
for the
NEW POLICE FACILITY AND RENOVATION OF 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 *Abbey Paving & Sealcoating Co., Inc.*, 1949 County Line Road, Aurora, Illinois 60502 hereinafter referred to as the "Trade Contractor," for the installation labor and materials for Concrete (Bid Package 02F) for the New Police Facility and Renovation of 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 perform the work, furnish all materials and labor necessary to complete the work in full compliance with all of the terms and the requirements of this Contract, the General Conditions, Special Provisions, the Specifications, Drawings, Proposal, Scope of Work, Contractor's Certification, Baseline Project Schedule, Phasing Plan and Contract Bond 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 prices set forth in the Contractor's Proposal.

Base Bid Amount:

Police Station	\$145,250
City Hall	<u>\$58,700</u>
	\$203,950

If one or more of the prices set forth in the Contractor's Proposal are unit prices, the quantities shown in the Proposal are approximate only and are subject to increase or decrease. The Contractor shall receive for the performance of the unit price work, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of the Contractor's Proposal. 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 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 consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

ARTICLE 3 CONTRACT TIME

The Contractor shall perform the work according to the Project Schedule prepared and maintained by the Construction Manager. The Contractor shall commence the work expeditiously after the date the Construction Manager 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 Contract Bond and certificates of insurance to the City. The Contractor shall begin its individual work activities under this Contract on the date specified in the Project Schedule. The Contractor shall complete its individual work activities under this Contract within the durations specified in the Project Schedule. The sequence of activities and duration of critical path activities will be adjusted by the Construction Manager as necessary to maintain the specified overall Substantial Completion dates for the projects. The Project Schedule will be updated and distributed to the Contractor not less frequently than once each month. If the performance of all or any portion of the Contractor's work is delayed for an unreasonable period of time by the Construction Manager's adjustment of the sequence of activities and duration of critical path activities as set forth in the Project Schedule and the Contractor believes that additional compensation and/or Contract Time is due as a result of such delay, the Contractor shall submit to the City Administrator in writing a request for adjustment within seven (7) calendar days of receipt of the adjustment of the Project Schedule giving rise to the delay of the Contractor's work. The request shall set forth the reasons and support for such adjustment. Upon receipt, the City Administrator will evaluate the Contractor's request. If the City Administrator agrees that the period of delay was unreasonable and that the cost and/or time required for the performance of the Contract has increased as a result of such suspension, the City Administrator will make an adjustment (excluding profit) and modify the Contract in writing accordingly. In no case shall a suspension of less than seven (7) calendar days be considered unreasonable. No adjustment will be made for a delay of any duration, if the delay was caused by the acts or omissions of the Contractor, subcontractor, suppliers or the weather. The City Administrator will notify the Contractor of his or her determination whether or not an adjustment of the Contract is warranted. No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed. No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause or for which an adjustment is provided for or excluded under any other term or condition of the Contract. Should the Contractor fail to coordinate, schedule or manage its work so that the individual work activities under this Contract are not completed within the durations specified in the Project Schedule or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the liquidated damages set forth in Article 108.11 of the General Conditions.

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, City Administrator

B. If to Contractor:

Abbey Paving & Sealcoating Co., Inc.
1949 County Line Road
Aurora, IL 60502
Attn: Joseph Madden, President

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 Construction Manager, the Architect/Engineer, employees and representatives of the City, any contractor or consultant retained by the City; but the Contractor shall not be contractually responsible for the Construction Manager, the Architect/Engineer, 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 Proposal
- (c) Contractor's Certification
- (d) Contract Bond
- (e) General Conditions
- (f) Special Provisions
- (g) Specifications
- (h) Drawings
- (i) Scope of Work
- (j) Baseline Project Schedule
- (k) Project Phasing 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) Drawings
- (2) Specifications
- (3) Special Provisions
- (4) General Conditions
- (5) Contract
- (6) Scope of Work
- (7) Contractor's Proposal
- (8) Contract Bond
- (9) 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 City 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 10th day of March 2015.

Contractor: Abbey Paving & Sealcoating Co., Inc.

By _____
Joseph Madden, President

ATTEST:

By: _____
[Name of Secretary], Secretary

Executed by the City, this 10th day of March 2015.

City: City of Oakbrook Terrace

ATTEST:

By _____
Tony Ragucci, Mayor

By _____
Dennis Greco, City Clerk

FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Contractor: Abbey Paving & Sealcoating Co., Inc.

By _____
Joseph Madden, President



HARBOUR CONTRACTORS
 23830 West Main Street
 Plainfield, IL 60544
 Phone (815) 254-5500 Fax (815) 254-5505

**PROPOSAL PACKAGE AWARD
 RECOMMENDATION**

PROPOSAL PACKAGE:

BP02D and BP02F - Asphalt and Concrete Paving

**Project: Oakbrook Terrace
 Police Facility & City Hall Renovation**

Project No: 01-1204

Date: 1/22/2015

Proposal Package #	Proposal Package	Line Item Budget
BP02D and BP02F	Asphalt & Concrete Paving - Police Facility	\$ 191,060.25
BP02D and BP02F	Asphalt & Concrete Paving - City Hall	\$ 68,662.70
Total Award Package Budget <u>BASE BID</u>		\$ 259,722.95
Alternate: Full Depth Replacement at Existing Parking Lot		\$ -
Total Award Package Budget with Alternate		\$ 259,722.95

** Base Bid includes overlay paving at Existing Parking Lot*

Recommended Trade Contractor		Recommended Award Amount
Abbey Paving Company, Inc.		
	BP02D and BP 02F - Asphalt and Concrete Paving, Police Facility (PH 1)	\$212,350.00
	BP02D and BP 02F - Asphalt and Concrete Paving, City Hall (PH 2 and 3)	\$103,400.00
Total Proposal Amount - <u>BASE BID</u>		\$315,750.00
21.57%	Base Bid Total Budget Overrun/(Savings)	\$56,027.05
Alternate: Full Depth Replacement at Existing Parking Lot		\$29,200.00
Total Proposal Amount with Alternate		\$344,950.00
32.81%	Base Bid + Alternate Total Budget Overrun/(Savings)	\$85,227.05

Additional Trade Contract Proposals		Proposal Amounts
Accu-Paving Company		
	BP02D and BP 02F - Asphalt and Concrete Paving, Police Facility (PH 1)	\$205,910.00
	BP02D and BP 02F - Asphalt and Concrete Paving, City Hall (PH 2 and 3)	\$150,525.00
Total Proposal Amount - <u>BASE BID</u>		\$356,435.00
37.24%	Base Bid Total Budget Overrun/(Savings)	\$96,712.05
Alternate: Full Depth Replacement at Existing Parking Lot		\$6,775.00
Total Proposal Amount with Alternate		\$363,210.00
39.85%	Base Bid + Alternate Total Budget Overrun/(Savings)	\$103,487.05
Orange Crush, LLC		
	BP02D and BP 02F - Asphalt and Concrete Paving, Police Facility (PH 1)	\$272,347.50
	BP02D and BP 02F - Asphalt and Concrete Paving, City Hall (PH 2 and 3)	\$200,308.75
Total Proposal Amount - <u>BASE BID</u>		\$472,656.25
81.98%	Base Bid Total Budget Overrun/(Savings)	\$212,933.30
Alternate: Full Depth Replacement at Existing Parking Lot		\$12,382.50
Total Proposal Amount with Alternate		\$485,038.75
86.75%	Base Bid + Alternate Total Budget Overrun/(Savings)	\$225,315.80

Additional Trade Contractors	

Potential Value Engineering Considerations (To be reviewed with Design Consultants)	
1	
2	
3	

Note: Proposed potential value engineering amounts are based on the proposal of recommended trade contractor. If trade contractor other than recommended trade contractor is selected by Oakbrook Terrace, value engineering amounts are subject to change.

PROPOSAL PACKAGE 02D and 02F-ASPHALT AND CONCRETE PAVING

Trade Contractor Information

Company Name Abbey Paving & Sealcoating Co., Inc
 Company Address 1949 County Line Road, Aurora, IL 60502
 Company President Joseph Madden

Contact Information regarding questions on proposal

Estimator Name Mark Luedtke Title Project Manager
 Phone Number 630-585-7220 E-mail Address markl@abbey-paving.com
 Fax Number 630-585-7220

Proposal Amounts

Base Proposal - Police Facility	\$212,350	(Per phasing Plan Phase one only)
City Hall Renovations	\$103,400	(Per Phasing plan Phase two and Three)
ALTERNATE - Full Depth Replace "Overlay Area"	Add: \$29,200	
Total Proposal Amount	\$ 344,950 (see attached detail)	Rev. 1/14/15

Supplemental Information

Number of calendar days to complete submittals after notice of award 30 Days per Phase
 Number of calendar days to for material fabrication & delivery after approved submittals N/A
 Total Estimate Field Man Hours 1200

Completion Checklist

Date Completed 1/8/15

Contractors Certification Executed and Included Y

Reviewed and Accepted Instructions for Trade Contract Proposals Y

Reviewed and Accepted Trade Contractor Scope of Work Y

Reviewed and Accepted Project Schedule Y

Reviewed and Accepted Contract Document Log Y

Reviewed and Accepted General Conditions and Special Provisions Y

Reviewed and Accepted Contract Terms Y

Cost for Payment & Performance Bond Included \$2,800 (Required if Proposal Exceeds \$50,000.00)

Sales Taxes Excluded per public project requirements Y

Proposal Includes Prevailing Wage Labor Y

Voluntary Alternates

	Description	Deduct	Price
1	<u>Deduct if survey layout provided by others.</u>		<u>(\$6,800)</u>
2	_____		_____
3	_____		_____
4	_____		_____
5	_____		_____
6	_____		_____

Unit Prices

	Item	Unit of Measure	Price
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____

ABBNEY PAVING CO. INC.

Heavy Duty Asphalt Paving

1949 County Line Road • Aurora, IL 60502

Proposal Detail Bid Package 02D and 02F Asphalt and Concrete Paving

Submitted To:
Dan Skiera and Al Zakaraya
Harbour Contractors

Project:
Oak Brook Terrace Police Facility
And City Hall Renovation
Oak Brook Terrace, Illinois
Plan revision date: 2/26/14

dskiera@harbour-cm.com
Phone:

Fax:

Proposal date: January 8, 2015 (rev.1/14/15)

PHASE 1 POLICE FACILITY BASE BID

SITE CONCRETE - \$ 145,250.00

We Propose To:

1. Provide appx. 1,260 lf of B6.12 curb & gutter – 9" flag, continuous #4 rebar reinforcement.
2. Provide appx. 375 lf of 6" vertical barrier curb with continuous #4 rebar reinforcement.
3. Provide appx. 100 lf of ribbon curb with continuous rebar reinforcement.
4. Provide appx. 60 lf of B6.24 curb & gutter – 9" flag, continuous #4 rebar reinforcement.
5. Provide appx. 5,100 sf of 5" sidewalk – no reinforcement
6. Provide appx. 1,500 sf of 6" monolithic sidewalk with mesh reinforcement
7. Provide appx. 6,600 sf of 8" PCC pavement with fiber reinforcement.
8. Furnish and install necessary ADA detectible warning tiles.
9. Install 10 regular bollards (bollards provided by others)
10. Install 4 bike racks with foundations (bike racks provided by others)
11. Install 3 flag pole foundations (steel sleeves provided by others, flag pole installation by others)
12. Furnish and install 4 security bollards (steel pipes provided by others)

ASPHALT - \$ 67,100.00

We Propose To:

1. Provide appx. 1,500 sy of asphalt pavement - 8" stone, 3" binder, and 2.5" surface.
2. Provide appx. 70 sy of road patching at new curb lines.
3. Provide appx. 20 sy of road patching at new utility lines.
4. Furnish and install traffic signs and handicap signs.
5. Stripe with 2 coats of marking paint per plans.

Abbey Paving agrees to complete above scope of work for the lump sum price of \$ 212,350.00

If road patching at utility lines is by others

DEDUCT (\$1,200.00)

PHASE 2 CITY HALL BASE BID

SITE CONCRETE - \$ 48,800.00

We Propose To:

1. Provide appx. 270 lf of B6.12 curb & gutter – 9" flag, continuous #4 rebar reinforcement.
2. Provide appx. 2,900 sf of 5" sidewalk – no reinforcement
3. Provide appx. 600 sf of 6" monolithic sidewalk with mesh reinforcement
4. Provide appx. 2,300 sf of 8" PCC pavement with fiber reinforcement.
5. Furnish and install necessary ADA detectible warning tiles.
6. Install 5 regular bollards (bollards provided by others)

ASPHALT - \$ 33,000.00

We Propose To:

1. Mill and dispose of appx. 530 sy of existing asphalt at a depth of 1.5"

2. Provide appx. 650 sy of asphalt pavement - 8" stone, 3" binder, and 2.5" surface.
3. Provide appx. 530 sy 1.5" surface course overlay.
4. Furnish and install traffic signs and handicap signs.
5. Stripe with 2 coats of marking paint per plans.
6. Stripe thermoplastic markings in roadways.

PHASE 3 CITY HALL BASE BID

SITE CONCRETE - \$ 9,900.00

We Propose To:

1. Provide appx. 150 lf of B6.12 curb & gutter – 9" flag, continuous #4 rebar reinforcement.
2. Provide appx. 600 sf of 6" monolithic sidewalk with mesh reinforcement

ASPHALT - \$ 11,700.00

We Propose To:

1. Mill and dispose of appx. 480 sy of existing asphalt at a depth of 1.5"
2. Provide appx. 480 sy 1.5" surface course overlay.
3. Stripe with 2 coats of marking paint per plans.

**Abbey Paving agrees to complete above scope of work for the lump sum price of \$ 103,400.00
(Phases 2 and 3)**

ALTERNATE FULL DEPTH PAVEMENT IN LIEU OF MILL AND OVERLAY IN EXISTING PARKING LOT

ASPHALT

We Propose To:

1. Remove and dispose of appx. 1,000 sy of existing asphalt pavement.
2. Remove and dispose existing stone material to allow for new full depth pavement section.
3. Regrade and compact remaining existing stone base.
4. Provide appx. 1,000 sy of asphalt pavement – 3" binder and 2.5" surface.

ADD \$ 29,200.00

Bid Clarifications:

- Pricing assumes suitable subgrade within ± 0.10 foot provided by others
- Pricing assumes stone base for concrete curb, PCC pavement and sidewalk will be provided by others and installed by Abbey Paving.
- Pricing includes all survey layout. If layout is performed by others deduct \$6,800.00
- Pricing assumes bike rack material, bollards and flag pole sleeves provided by others and installed by Abbey Paving.
- Pricing for security bollards assumes Abbey Paving will purchase and install bollards and steel posts will be provided by others.
- Pricing for alternate full depth pavement in lieu of mill and overlay assumes sufficient stone base remaining after removal of existing.

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Joseph Madden, hereby certify that I am the President of Abbey Paving & Sealcoating Co., and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:

A. Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
- (2) Specifying the actions that will be taken against employees for violations of such prohibition;
- (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: January 8, ⁵ 2014

Contractor: Abbey Paving & Sealcoating Co., Inc.

By: J. Madden, President

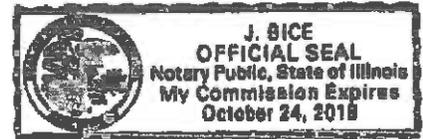
Joseph Madden, President

STATE OF ILLINOIS)
) ss.
COUNTY OF DuPage)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Joseph Madden, known to me to be the President of Abbey Paving & Sealcoating Co. appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of Abbey Paving & Sealcoating Co., Inc.

Dated: January 8, 2014

J. Bice
Notary Public





PROPOSAL FORM
Oakbrook Terrace Police Facility & City Hall Renovation

PROPOSAL PACKAGE 02D and 02F-ASPHALT AND CONCRETE PAVING

Trade Contractor Information

Company Name **Accu-Paving**
 Company Address **2665 S. 25th Ave. Broadview, IL 60155**
 Company President **James A. Mertes**

Contact information regarding questions on proposal

Estimator Name **Andrew Mertes / Jim Mertes** Title **PM / VP**
 Phone Number **708-343-5900** e-mail Address **andrew@mertes.com**
 Fax Number **708-343-7492**

Proposal Amounts

Base Proposal - Police Facility	205,910.00	(Per phasing Plan Phase one only)
City Hall Renovations	150,525.00	(Per Phasing plan Phase two and Three)
ALTERNATE - Full Depth Replace "Overlay Area"	6,775.00	ADD
Total Proposal Amount	\$ 356,435.00	

Supplemental Information

Number of calendar days to complete submittals after notice of award **10**
 Number of calendar days to for material fabrication & delivery after approved submittals **1**
 Total Estimate Field Man Hours **600**

Completion Checklist

- Date Completed **1/16/15**
- Contractors Certification Executed and Included
 - Reviewed and Accepted Instructions for Trade Contract Proposals
 - Reviewed and Accepted Trade Contractor Scope of Work
 - Reviewed and Accepted Project Schedule
 - Reviewed and Accepted Contract Document Log
 - Reviewed and Accepted General Conditions and Special Provisions
 - Reviewed and Accepted Contract Terms
 - Cost for Payment & Performance Bond Included (Required if Proposal Exceeds \$50,000.00)
 - Sales Taxes Excluded per public project requirements
 - Proposal Includes Prevailing Wage Labor

Voluntary Alternates

	Description	Price
1		
2		
3		
4		
5		
6		

Unit Prices

	Item	Unit of Measure	Price
1			
2			
3			
4			
5			
6			



ACCU-PAVING CO.

2665 SOUTH 25TH AVENUE
BROADVIEW, ILLINOIS 60155-4591

PHONE 708/343-6900
FAX 708/343-7482

PROPOSAL ****REVISED 1/16/15****

To: Harbour Contractors
23830 W. Main
Plainfield, IL 60544
Attn: Zakariya, Al

Date: 1/12/2015
Project Name: Police Facility and City Hall
Project Location: Oakbrook Terrace

We are pleased to submit our Proposal for construction at the above project as follows:

<u>DESCRIPTION OF WORK</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Unit</u>	<u>AMOUNT</u>
Phase One- Asphalt				
Full Depth- Furnish and install 8" of CA-6 aggregate base course. Furnish and install 3" of HMA binder course and 2.5" of HMA surface course.	\$ 39.10	1,565	Sq. Yds.	\$ 61,191.50
Section Total:				\$ 61,191.50

Phase One- Concrete

Concrete Paving- Fine grade aggregate base course, Furnish and install 8" of PCC	\$ 7.53	5,294	Sq. Ft.	\$ 39,863.82
Sidewalk- Furnish and install 4" CA-6, #4 Dowels and 5" PCC	\$ 5.78	5,020	Sq. Ft.	\$ 29,015.60
Curb- Furnish and install 4" CA-6, #4 rebar/ Exp. Joint steel and either regular, depressed or reversed pitch curb per plans	\$ 20.02	1,360	Ln. Ft.	\$ 27,227.20
Monolithic Curb and Sidewalk- Furnish and install 4" CA-6, #6 WWF, #4 Rebar and PCC per plans and specs	\$ 7.15	1,680	Sq. Ft.	\$ 12,012.00
ADA Tiles- Furnish and install ADA tiles	\$ 23.10	91	Sq. Ft.	\$ 2,102.10
Section Total:				\$ 110,220.72

Phase Two- Asphalt

Overlay- Mill 2" of asphalt, haul and dispose off sight. Sweep and prime the surface. Furnish and install 2" of HMA surface course.	\$ 30.59	557	Sq. Yds.	\$ 17,038.10
Full Depth- Furnish and install 8" of CA-6 aggregate base course. Furnish and install 3" of HMA binder course and 2.5" of HMA surface course.	\$ 47.82	617	Sq. Yds.	\$ 29,504.20
Section Total:				\$ 46,542.30

Phase Two- Concrete

Concrete Paving- Fine grade aggregate base course, Furnish and install 8" of PCC	\$ 7.53	3,956	Sq. Ft.	\$ 29,788.68
Sidewalk- Furnish and install 4" CA-6, #4 Dowels and 5" PCC	\$ 5.78	3,720	Sq. Ft.	\$ 21,501.60
Curb- Furnish and install 4" CA-6, #4 rebar/ Exp. Joint steel and either regular, depressed or reversed pitch curb per plans	\$ 20.02	678	Ln. Ft.	\$ 13,573.56
Monolithic Curb and Sidewalk- Furnish and install 4" CA-6, #6 WWF, #4 Rebar and PCC per plans and specs	\$ 7.15	340	Sq. Ft.	\$ 2,431.00
ADA Tiles- Furnish and install ADA tiles	\$ 23.10	91	Sq. Ft.	\$ 2,102.10
Section Total:				\$ 69,396.94

Phase Three- Asphalt

Overlay- Mill 2" of asphalt, haul and dispose off sight. Sweep and prime the surface. Furnish and install 2" of HMA surface course.	\$ 36.05	499	Sq. Yds.	\$ 17,987.75
Full Depth- Furnish and install 8" of CA-6 aggregate base course. Furnish and install 3"of HMA binder course and 2.5"of HMA surface course.	\$ 146.72	32	Sq. Yds.	\$ 4,695.15
Section Total:				\$ 22,682.90

Phase Three- Concrete

Curb- Furnish and install 4" CA-6, #4 rebar/ Exp. Joint steel and either regular, depressed or reversed pitch curb per plans	\$ 20.02	162	Ln. Ft.	\$ 3,243.24
Monolithic Curb and Sidewalk- Furnish and install 4" CA-6, #6 WWF, #4 Rebar and PCC per plans and specs	\$ 7.15	340	Sq. Ft.	\$ 2,431.00
Section Total:				\$ 5,674.24

Police Station Additions

Install the footings and foundations per plans and specs for 4 security bollards, 10 non-security bollards, 3 flag poles and plaza, and 4 bicycle racks and slab (roughly 6'x16). install (supplied by others): all steel bollards, all flag pole bases, all bicycle racks, and all 3" steel diameter pipe. Furnish and install 4 security "wassau" concrete bollards.				
Section Total:				\$ 34,500.00

Village Hall Additions

Install the footings and foundations for 5 non-security bollards. Install (supplies by others) 5 steel bollards.				
Section Total:				\$ 6,225.00

Phase One Total: \$205,910.00
Phase Two Total: \$122,165.00
Phase Three Total: \$ 28,360.00

Notes

- Proposal based on current oil market*
- Work figured for three phases*
- No excavation included*
- No sales tax included*
- All traffic striping and signage included per plans i.e.: Thermo-plastic and double coat paint*

TERMS: Payments due on invoice for work installed.

Accepted by:

Respectfully Submitted,
ACCU-PAVING CO.

Drew Mertes

Proposal valid for a period of 30 days.

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, James A. Mertes, hereby certify that I am the ^{Vice} President of Accu-Paving, and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 - A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: 1/9/15, 2015

Contractor: Accu-Paving

By: [Signature]

James A. Mertes Vice President

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that James A. Mertes, known to me to be the Vice President of Accu-Paving appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of Accu-Paving.

Dated: 1/9/15, 2015

[Signature]
Notary Public





PROPOSAL FORM
Oakbrook Terrace Police Facility & City Hall Renovation

PROPOSAL PACKAGE 02D and 02F-ASPHALT AND CONCRETE PAVING

Trade Contractor Information

Company Name
 Company Address
 Company President

Contact Information regarding questions on proposal

Estimator Name Title
 Phone Number E-mail Address
 Fax Number

Proposal Amounts

Base Proposal - Police Facility	<input type="text" value="\$272,347.50"/>	(Per phasing Plan Phase one only)
City Hall Renovations	<input type="text" value="\$200,308.75"/>	(Per Phasing plan Phase two and Three)
ALTERNATE - Full Depth Replace "Overlay Area"	<input type="text" value="\$12,382.50"/>	
Total Proposal Amount	\$ 485,038.75	-

Supplemental Information

Number of calendar days to complete submittals after notice of award
 Number of calendar days to for material fabrication & delivery after approved submittals
 Total Estimate Field Man Hours

Completion Checklist

- Date Completed
- Contractors Certification Executed and Included
 - Reviewed and Accepted Instructions for Trade Contract Proposals
 - Reviewed and Accepted Trade Contractor Scope of Work
 - Reviewed and Accepted Project Schedule
 - Reviewed and Accepted Contract Document Log
 - Reviewed and Accepted General Conditions and Special Provisions
 - Reviewed and Accepted Contract Terms
 - Cost for Payment & Performance Bond Included (Required if Proposal Exceeds \$50,000.00)
 - Sales Taxes Excluded per public project requirements
 - Proposal includes Prevailing Wage Labor

Voluntary Alternates

	Description	Price
1		
2		
3		
4		
5		
6		

Unit Prices

	Item	Unit of Measure	Price
1			
2			
3			
4			
5			
6			

Proposal
ORANGE CRUSH L.L.C.
Job Code: AA100
Description: Oakbrook Police Station

Description	Proposal	Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description					
AGGREGATE BASE CSE TYPE B 8"		1,470.00	SY	13.25	19,477.50
BITUMINOUS BINDER COURSE N50 3"		1,470.00	SY	16.50	24,255.00
BITUMINOUS SURFACE COURSE N50 2 1/2"		1,470.00	SY	16.00	23,520.00
PORTLAND CEMENT CONCRETE PAVEMENT 8"		740.00	SY	73.00	54,020.00
PORTLAND CEMENT CONCRETE SIDEWALK 5"		6,620.00	SF	9.75	64,545.00
COMBINATION CONCRETE CURB AND GUTTER TYPE B6.12		1,195.00	LF	35.00	41,825.00
COMBINATION CONCRETE CURB AND GUTTER TYPE B6.24		230.00	LF	39.00	8,970.00
6" X 18" RIBBON CURB		140.00	LF	30.00	4,200.00
CURB PATCHING, 2" GRIND AND OVERLAY		70.00	SY	39.00	2,730.00
FULL DEPTH UTILITY PATCHING		10.00	SY	240.00	2,400.00
DETECTABLE WARNINGS		115.00	SF	35.00	4,025.00
FLAG POLE BASES		3.00	EA	950.00	2,850.00
WASAU TILE CONCRETE BOLLARDS		4.00	EA	1,385.00	5,540.00
TRASH ENCLOSURE FOOTING 12"X2'		40.00	LF	68.00	2,720.00
TRASH ENCLOSURE FOUNDATIONS 8"X3'		40.00	LF	86.00	3,440.00
BOLLARDS AT TRASH ENCLOSURE		2.00	EA	1,040.00	2,080.00
STRIPING AND SIGNAGE		1.00	LS	5,750.00	5,750.00
Phase 1				Subtotal:	272,347.50
BITUMINOUS SURFACE REMOVAL 2 1/2"		545.00	SY	10.50	5,722.50
BITUMINOUS SURFACE COURSE N50 2 1/2"		545.00	SY	17.00	9,265.00
AGGREGATE BASE CSE TYPE B 8"		585.00	SY	14.00	8,190.00
BITUMINOUS BINDER COURSE N50 3"		585.00	SY	22.50	13,162.50
BITUMINOUS SURFACE COURSE N50 2 1/2"		585.00	SY	17.00	9,945.00
PORTLAND CEMENT CONCRETE PAVEMENT 8"		255.00	SY	72.00	18,360.00
PORTLAND CEMENT CONCRETE SIDEWALK 5"		3,445.00	SF	9.75	33,588.75
COMBINATION CONCRETE CURB AND GUTTER TYPE B6.12		320.00	LF	36.00	11,520.00
DETECTABLE WARNINGS		90.00	SF	35.00	3,150.00
6" BOLLARD		5.00	EA	1,000.00	5,000.00
SITE SIGN FOOTING 2'X12"X10'		1.00	EA	2,400.00	2,400.00
SITE SIGN FOUNDATION 1'-4"X3"X10'		1.00	EA	3,200.00	3,200.00
THERMOPLASTIC ROADWAY STRIPING		1.00	LS	2,000.00	2,000.00
STRIPING AND SIGNAGE		1.00	LS	3,950.00	3,950.00
Phase 2				Subtotal:	129,453.75

Proposal				
Description	Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description				
BITUMINOUS SURFACE REMOVAL 2 1/2"	500.00	SY	11.25	5,625.00
BITUMINOUS SURFACE COURSE N50 2 1/2"	500.00	SY	25.00	12,500.00
AGGREGATE BASE CSE TYPE B 8"	60.00	SY	48.00	2,880.00
BITUMINOUS BINDER COURSE N50 3"	60.00	SY	28.00	1,680.00
BITUMINOUS SURFACE COURSE N50 2 1/2"	60.00	SY	21.00	1,260.00
PORTLAND CEMENT CONCRETE SIDEWALK 5"	3,445.00	SF	10.00	34,450.00
COMBINATION CONCRETE CURB AND GUTTER TYPE B6.12	320.00	LF	36.00	11,520.00
STRIPING AND SIGNAGE	1.00	LS	940.00	940.00
Phase 3			Subtotal:	70,855.00
GRAND TOTAL:				472,656.25

Proposal Certification

****Bid includes only 3 mobilizations****

All quantities to be measured in place and agreed to upon completion of work.

This is a unit price contract.

All mixes quoted using standard IDOT designs.

Exclusions: Bond, Permit, Fee's, Engineering, Material Testing, Undercutting, Backfill,

Restoration, Patching, Heavy or Hand Cleaning and Retention. Our standard insurance only is included.

Kotecki waivers are not included.

Inclusions: Prime, Light sweeping

Payment due 30 days from invoice date.

The Contract Sum and/ or Unit Price shall be guaranteed for thirty days. In the event that the project is not completed by this date,

Orange Crush LLC reserves the right to modify the Contract Sum and/or Unit Price regardless of any terms set forth in the Construction Contract or any subsequent contract executed by the parties.

Submitted By: Andy Ahem
 Orange Crush, LLC
 321 Center Street
 Hillside, IL 60162
 P (708) 544-9440
 F (708) 544-7795

Signed: _____

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, JAMES BEHRENS, hereby certify that I am the ^{VILE} President of ORANGECRUSH, LLC, and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 - A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: 1/15/15, ~~2014~~

Contractor: ORANGE CRUSH, LLC

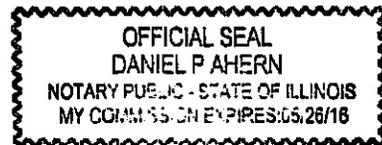
By: [Signature]
JAMES BEARENS, VICE President

STATE OF ILLINOIS)
) ss.
COUNTY OF Cook)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that JAMES BEARENS, known to me to be the ^{VICE} President of ORANGE CRUSH, LLC appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of

Dated: 1/15/15, ~~2014~~

[Signature]
Notary Public



FEB 24 2015

ORDINANCE NO. 15

AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND CARROLL SEATING CO. FOR METAL LOCKERS, FUME HOOD, AND DRYING CABINET (BID PACKAGE 10E-11C) FOR THE NEW POLICE FACILITY AND RENOVATION OF 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 trade contracts for the Installation Labor and Materials for Metal Lockers, Fume Hood, And Drying Cabinet (Bid Package 10E-11C) for the New Police Facility and Renovation of 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 Installation Labor and Materials for Metal Lockers, Fume Hood, And Drying Cabinet (Bid Package 10E-11C) for the Project and determines that the requirements to be met and the means and methods to be used in installing the Metal Lockers, Fume Hood, And Drying Cabinet shall be by the submission of a satisfactory proposal in response to a request for proposals;

WHEREAS, the City solicited proposals for the Installation Labor and Materials for Metal Lockers, Fume Hood, And Drying Cabinet (Bid Package 10E-11C) for the New Police Facility and City Hall Renovation for the City of Oakbrook Terrace, DuPage County, Illinois and

WHEREAS, Carroll Seating Co. has submitted satisfactory proposals to the City and it is advisable, necessary and in the public interest that the City contract with Carroll Seating Co. for the Installation Labor and Materials for Metal Lockers, Fume Hood, And Drying Cabinet (Bid Package 10E-11C) for the Project and that the City enter into Trade Contracts between the City and Carroll Seating Co. for the Installation Labor and Materials for Metal Lockers, Fume Hood, And Drying Cabinet (Bid Package 10E-11C) for the New Police Facility and Renovation of City Hall (the "Trade Contracts"), copies of which Trade Contracts are 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 Installation Labor and Materials for Metal Lockers, Fume Hood, And Drying Cabinet (Bid Package 10E-11C) for the Project and determines that the requirements to be met and the means and methods to be used in procuring such services 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 Trade Contracts with Carroll Seating Co. for the Installation Labor and Materials for Metal Lockers, Fume Hood, And Drying Cabinet (Bid Package 10E-11C) for the Project.

Section 3: The Mayor is hereby authorized to execute and the City Clerk to attest and seal the Notices of Award substantially in the form attached hereto as Exhibits "A" and made a part hereof. Further, the Notice of Award shall be issued to Carroll Seating Co. for the Installation Labor and Materials for Metal Lockers, Fume Hood, And Drying Cabinet (Bid Package 10E-11C) for the Project subject to the furnishing of the proper bonds and insurance. The Notices of Award shall be accompanied by a sufficient number of the Trade Contracts and with all other necessary written contract documents attached or otherwise made available for the Installation Labor and Materials for Metal Lockers, Fume Hood, And Drying Cabinet by Carroll Seating Co.

Section 4. Provided further that Carroll Seating Co. returns the Trade Contract to the City within ten (10) days of the receipt of the Trade Contract with all other necessary written contract documents attached, properly executed by it, along with the proper contract bonds and 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 Trade Contract for the Installation Labor and Materials for Metal Lockers, Fume Hood, And Drying Cabinet (Bid Package 10E-11C) 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 Carroll Seating Co. and its subcontractors for each craft or type of worker needed to execute the Trade Contracts 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 10th day of March 2015, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 10th day of March 2015.

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

ATTESTED and filed in my office,
this 10th day of March 2015.

Dennis Greco, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

Exhibit "A"
CITY OF OAKBROOK TERRACE, ILLINOIS,
NOTICE OF AWARD – TRADE CONTRACT – METAL LOCKERS, FUME HOOD, AND
DRYING CABINET (BID PACKAGE 10E-11C)

TO: Carroll Seating Co.
2105 Lunt
Elk Grove Village, IL 60007

PROJECT DESCRIPTION: City of Oakbrook Terrace, Illinois (the "City") New Police Facility and Renovation of City Hall

YOU ARE HEREBY NOTIFIED that Carroll Seating Co. has been awarded a Contract in the amount One Hundred Four Thousand Four Hundred Twenty Eight And 21/100, (\$104,428.21) subject to the furnishing of the proper bonds and insurance for Metal Lockers, Fume Hood, And Drying Cabinet (Bid Package 10E-11C) for the New Police Facility and Renovation of City Hall Project.

You are requested to execute the Contract and furnish the required contract bonds and 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 bonds and insurance within ten (10) calendar days from the issuance of this notice, the City 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 10th day of March 2015.

CITY OF OAKBROOK TERRACE, ILLINOIS

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

ATTEST:

Dennis Greco, Clerk of the City of
Oakbrook Terrace, DuPage County, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by Carroll Seating Co. this 10^h day of March 2015.

Carroll Seating Co.

By: Patrick J. Carroll, President

Exhibit "B"

**CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,
AND CARROLL SEATING CO. FOR METAL LOCKERS, FUME HOOD, AND DRYING
CABINET (BID PACKAGE 10E-11C) FOR THE NEW POLICE FACILITY AND RENOVATION
OF CITY HALL**

CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
CARROLL SEATING CO.
for the installation labor and materials of
METAL LOCKERS, FUME HOOD, AND DRYING CABINET (Bid Package 10E-11C)
for the
NEW POLICE FACILITY AND RENOVATION OF CITY HALL

CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
CARROLL SEATING CO.
for the installation labor and materials of
METAL LOCKERS, FUME HOOD, AND DRYING CABINET (Bid Package 10E-11C)
for the
NEW POLICE FACILITY AND RENOVATION OF CITY HALL

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CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
CARROLL SEATING CO.
for the installation labor and materials of
METAL LOCKERS, FUME HOOD, AND DRYING CABINET (Bid Package 10E-11C)
for the
NEW POLICE FACILITY AND RENOVATION OF 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 *Carroll Seating Co.*, 2105 Lunt, Elk Grove Village, IL 60007 hereinafter referred to as the "Trade Contractor," for the installation labor and materials for Metal Lockers, Fume Hood, And Drying Cabinet (Bid Package 10E-11C) for the New Police Facility and Renovation of 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 perform the work, furnish all materials and labor necessary to complete the work in full compliance with all of the terms and the requirements of this Contract, the General Conditions, Special Provisions, the Specifications, Drawings, Proposal, Scope of Work, Contractor's Certification, Baseline Project Schedule, Phasing Plan and Contract Bond 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 prices set forth in the Contractor's Proposal.

Base Bid Amount:

Police Station Metal Lockers	\$ 84,262.40
Police Station Fume Hood	14,915.81
Police Station Drying Rack	<u>5,250.00</u>
Total	\$ 104,428.21

If one or more of the prices set forth in the Contractor's Proposal are unit prices, the quantities shown in the Proposal are approximate only and are subject to increase or decrease. The Contractor shall receive for the performance of the unit price work, in full payment, the amount of the summation of the actual quantities, as finally determined, multiplied by the unit prices shown on the schedule of prices forming a part of the Contractor's Proposal. 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 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 consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4, *et seq.*).

ARTICLE 3 CONTRACT TIME

The Contractor shall perform the work according to the Project Schedule prepared and maintained by the Construction Manager. The Contractor shall commence the work expeditiously after the date the Construction Manager 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 Contract Bond and certificates of insurance to the City. The Contractor shall begin its individual work activities under this Contract on the date specified in the Project Schedule. The Contractor shall complete its individual work activities under this Contract within the durations specified in the Project Schedule. The sequence of activities and duration of critical path activities will be adjusted by the Construction Manager as necessary to maintain the specified overall Substantial Completion dates for the projects. The Project Schedule will be updated and distributed to the Contractor not less frequently than once each month. If the performance of all or any portion of the Contractor's work is delayed for an unreasonable period of time by the Construction Manager's adjustment of the sequence of activities and duration of critical path activities as set forth in the Project Schedule and the Contractor believes that additional compensation and/or Contract Time is due as a result of such delay, the Contractor shall submit to the City Administrator in writing a request for adjustment within seven (7) calendar days of receipt of the adjustment of the Project Schedule giving rise to the delay of the Contractor's work. The request shall set forth the reasons and support for such adjustment. Upon receipt, the City Administrator will evaluate the Contractor's request. If the City Administrator agrees that the period of delay was unreasonable and that the cost and/or time required for the performance of the Contract has increased as a result of such suspension, the City Administrator will make an adjustment (excluding profit) and modify the Contract in writing accordingly. In no case shall a suspension of less than seven (7) calendar days be considered unreasonable. No adjustment will be made for a delay of any duration, if the delay was caused by the acts or omissions of the Contractor, subcontractor, suppliers or the weather. The City Administrator will notify the Contractor of his or her determination whether or not an adjustment of the Contract is warranted. No Contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed. No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause or for which an adjustment is provided for or excluded under any other term or condition of the Contract. Should the Contractor fail to coordinate, schedule or manage its work so that the individual work activities under this Contract are not completed within the durations specified in the Project Schedule or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the City the liquidated damages set forth in Article 108.11 of the General Conditions.

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, City Administrator

B. If to Contractor:

Carroll Seating Co.
2105 Lunt
Elk Grove Village, IL 60007
Attn: Patrick J. Carroll, President

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 Construction Manager, the Architect/Engineer, employees and representatives of the City, any contractor or consultant retained by the City; but the Contractor shall not be contractually responsible for the Construction Manager, the Architect/Engineer, 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 Proposal
- (c) Contractor's Certification
- (d) Contract Bond
- (e) General Conditions
- (f) Special Provisions
- (g) Specifications
- (h) Drawings
- (i) Scope of Work
- (j) Baseline Project Schedule
- (k) Project Phasing 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) Drawings
- (2) Specifications
- (3) Special Provisions
- (4) General Conditions
- (5) Contract
- (6) Scope of Work
- (7) Contractor's Proposal
- (8) Contract Bond
- (9) 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 City 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 10th day of March 2015.

Contractor: Carroll Seating Co.

By _____
Patrick J. Carroll, President

ATTEST:

By: _____
[Name of Secretary], Secretary

Executed by the City, this 10th day of March 2015.

City: City of Oakbrook Terrace

ATTEST:

By _____
Tony Ragucci, Mayor

By _____
Dennis Greco, City Clerk

FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Number: _____

Contractor: Carroll Seating Co.

By _____
Patrick J. Carroll, President



HARBOUR CONTRACTORS
 23830 West Main Street
 Plainfield, IL 60544
 Phone (815) 254-5500 Fax (815) 254-5505

**PROPOSAL PACKAGE AWARD
 RECOMMENDATION**

PROPOSAL PACKAGE:

BP10E-11C - Metal Lockers-Fume Hood-Drying Cabinet

**Project: Oakbrook Terrace
 Police Facility & City Hall Renovation**

Project No: 01-1204

Date: 2/4//2015

Proposal Package #	Proposal Package	Line Item Budget
BP10E-11C	Metal Lockers-Fume Hood-Drying Cabinet - Police Facility	\$ 102,489.95
BP10E-11C	Not Applicable - City Hall	\$ -
Total Award Package Budget		\$ 102,489.95

Recommended Trade Contractor	Recommended Award Amount
Carroll Seating	
BP10E-11C-Metal Lockers-Fume Hood-Drying Cabinet, Police Facility	\$104,428.21
Not Applicable, Police Facility	\$0.00
Total Proposal Amount	
\$ 104,428.21	
1.89%	Total Budget Overrun/(Savings)
	\$ 1,938.26

Additional Trade Contract Proposals	Proposal Amounts
Bradford Systems	
BP10E-11C-Metal Lockers-Fume Hood-Drying Cabinet, Police Facility	\$124,845.00
Not Applicable, Police Facility	\$0.00
Total Proposal Amount	
\$ 124,845.00	
Total Budget Overrun/(Savings)	
\$ 22,355.05	

Lyons Work Space	
BP10E-11C-Metal Lockers-Fume Hood-Drying Cabinet, Police Facility	DID NOT BID
Not Applicable, Police Facility	DID NOT BID
Total Proposal Amount	
\$ -	
Total Budget Overrun/(Savings)	
DID NOT BID	

Additional Trade Contractors

Potential Value Engineering Considerations (To be reviewed with Design Consultants)	
1	
2	
3	

Note: Proposed potential value engineering amounts are based on the proposal of recommended trade contractor. If trade contractor other than recommended trade contractor is selected by Oakbrook Terrace, value engineering amounts are subject to change.



Project Proposal

Proposal Number	CP107386
Proposal Type	Construction Mgr
Date	1/9/2015

2105 Lunt, Elk Grove Village, IL 60007
 Phone: 847-434-0909 Fax: 847-434-0910

Project: Oakbrook Terrace Police
 Architect: Williams Architects
 Bid Date: 1/7/2015 2:00 PM
 Proposal For: SECTION 105113 METAL LOCKERS
 Fume Hood and Drying Rack

Harbour Contractors
 23830 West Main Street
 Plainfield IL 60544

SECTION 105113 METAL LOCKERS

Furnish and Install all-welded lockers by DeBourgh

- * Booking Lockers (20/A7.2)
 - 14 Openings w/locks
- * Corridor Lockers (23/A7.3)
 - 28 Units (no locks)
- * Evidence Lockers (23/A7.2)
 - Includes refrigerator unit
- * Personnel Lockers (18/A7.1)
 - 29 Units: 24x34x90 w/locks
 - 3 Units ADA w/locks
 - 14 Units 1/2 size 12x24x72 w/locks
- * Wood Benches at Personnel Lockers
- * Warranty = Lifetime
- * Includes Payment and Performance Bond

Fume Hood and Drying Rack

Furnish and Install:

- (1) Labconco 4' Protector Premier laboratory Hood with Built-in Blower, 100-115V, 60Hz
 SpillStopper Work Surface, 4'w x 30"d, with cupsink cutout, Oval Cup Sink
 Ceiling enclosure, 31.7" deep, 4' wide, 3 sided, 18.6 - 24.4"h
- (1) Evidence Drying Cabinet

Project Total: \$104,428.21

If you have any questions concerning our proposal, please contact me

Sincerely,

Alex Klopp
 Carroll Seating, Inc



PROPOSAL FORM
Oakbrook Terrace Police Facility & City
Hall Renovation

PROPOSAL PACKAGE 10E-11C, Metal Lockers/ Fume Hood/ Drying Cabinet

Trade Contractor Information

Company Name CARROLL SEATING
 Company Address 2105 LUNT AVE
 Company President PATRICK J. CARROLL

Contact information regarding questions on proposal

Estimator Name ALEX KLOPP Title SALES REP
 Phone Number 817.434.0910 e-mail Address AKLOPP@carrollseating.com
 Fax Number 817.434.0910

Proposal Amounts

Base Proposal - Police Facility 104,128.21
 Alternate 1 - City Hall Renovations _____
 Total Proposal Amount \$ _____

Supplemental Information

Number of calendar days to complete submittals after notice of award 14
 Number of calendar days to for material fabrication & delivery after approved submittals 45
 Total Estimate Field Man Hours 10

Completion Checklist

- Date Completed _____
- Contractors Certification Executed and included
- Reviewed and Accepted Instructions for Trade Contract Proposals
- Reviewed and Accepted Trade Contractor Scope of Work
- Reviewed and Accepted Project Schedule
- Reviewed and Accepted Contract Document Log
- Reviewed and Accepted General Conditions and Special Provisions
- Reviewed and Accepted Contract Terms
- Cost for Payment & Performance Bond Included (Required if Proposal Exceeds \$50,000.00)
- Sales Taxes Excluded per public project requirements
- Proposal includes Prevailing Wage Labor

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, PATRICK J. CARROLL hereby certify that I am the President of CARRON SEATING CO and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 - A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: 01.09, 2015

Contractor: CARROLL SEATING Co.

By: [Signature]
PATRICK J. CARROLL President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that PATRICK CARROLL, known to me to be the President of Carroll Seating, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of

Dated: 1/9, 2015

[Signature]
Notary Public





PROPOSAL FORM
Oakbrook Terrace Police Facility & City
Hall Renovation

PROPOSAL PACKAGE 10E-11C, Metal Lockers/ Fume Hood/ Drying Cabinet

Trade Contractor Information

Company Name Bradford Systems Corporation
 Company Address 430 Country Club Drive
 Company President Link Bradford

Contact information regarding questions on proposal

Estimator Name _____ Title _____
 Phone Number _____ E-mail Address dave@bradfordsystems.com
 Fax Number _____

Proposal Amounts

Base Proposal - Police Facility	<u>\$124,845.00</u>
Alternate 1 - City Hall Renovations	
Total Proposal Amount	\$ 124,845.00

Supplemental Information

Number of calendar days to complete submittals after notice of award _____
 Number of calendar days to for material fabrication & delivery after approved submittals _____
 Total Estimate Field Man Hours _____

Completion Checklist

- Date Completed _____
- Contractors Certification Executed and Included _____
- Reviewed and Accepted Instructions for Trade Contract Proposals _____
- Reviewed and Accepted Trade Contractor Scope of Work _____
- Reviewed and Accepted Project Schedule _____
- Reviewed and Accepted Contract Document Log _____
- Reviewed and Accepted General Conditions and Special Provisions _____
- Reviewed and Accepted Contract Terms _____
- Cost for Payment & Performance Bond Included _____ (Required if Proposal Exceeds \$50,000.00)
- Sales Taxes Excluded per public project requirements _____



PROPOSAL FORM
Oakbrook Terrace Police Facility & City
Hall Renovation

Proposal includes Prevailing Wage Labor

Voluntary Alternates

	Description	Price
1		
2		
3		
4		
5		
6		

Unit Prices

	Item	Unit of Measure	Price
1	Personal Effects, Evidence & Personnel Lockers	Lot	\$92,865.00
2	Drying Cabinet	1	\$15,354.50
3	Fume Hood with Cabinet	1	\$16,625.50
4			
5			
6			

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Contractor, are each a material representation of fact upon which reliance is placed by the City of Oakbrook Terrace, Illinois, in entering into the contract with the Contractor. The City of Oakbrook Terrace, Illinois, may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Lincoln Bradford, hereby certify that I am the President of Bradford Systems Corp, and as such hereby represent and warrant to the City of Oakbrook Terrace, Illinois, a unit of local government, that the Contractor, if it is a partnership, its general partners, and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

1. Not delinquent in the payment of taxes to the Illinois Department of Employment Security or the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
2. Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 2012 (720 ILCS 5/33E-3 and 5/33E-4);
3. Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the City of Oakbrook Terrace, Illinois, as a condition of any agreement with the City of Oakbrook Terrace, Illinois, that the Contractor is under no legal prohibition on contracting with the City of Oakbrook Terrace, Illinois, has no known conflicts of interest and further specifically certifies that:

1. The Contractor is not delinquent in any obligation to the Illinois Department of Employment Security;
2. The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) by:
 - A. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (3) Notifying the employee that, as a condition of employment on this Contract, the employee will:
 - a. Abide by the terms of the statement;
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - B. Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The Contractor's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance program; and
- (4) The penalties that may be imposed upon employees for drug violations;

C. Making it a requirement to give a copy of the statement required by Subsection A to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;

D. Notifying the City of Oakbrook Terrace within ten (10) days after receiving notice under Paragraph A.3(b) from an employee or otherwise receiving actual notice of such conviction;

E. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;

F. Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place; and

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3. No City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any City of Oakbrook Terrace officer, spouse or dependent child of a City of Oakbrook Terrace officer, agent on behalf of any City of Oakbrook Terrace officer or trust in which a City of Oakbrook Terrace officer, the spouse or dependent child of a City of Oakbrook Terrace officer or a beneficiary is a holder of less than one percent (1%) of the Contractor, the Contractor has disclosed to the City of Oakbrook Terrace in writing the name(s) of the holder of such interest.

4. No officer or employee of City of Oakbrook Terrace has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

5. The Contractor has not given to any officer or employee of City of Oakbrook Terrace any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item

having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Section 30.33 of Chapter 30 the Code of Oakbrook Terrace, Illinois.

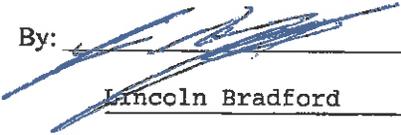
6. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635) is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

7. Neither the Contractor nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Supplier and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes or any term or condition on which a certification is based changes, which then renders the certification to be no longer valid, the Contractor shall so notify the City of Oakbrook Terrace in writing within seven (7) days.

Dated: January 14, 2015, 2014

Contractor: Bradford Systems Corporation

By: 
Lincoln Bradford, President

STATE OF ILLINOIS)
) ss.
COUNTY OF DeKalb)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Lincoln Bradford, known to me to be the President of Bradford Systems Corp appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed and as the authorized free act and deed of _____

Dated: January 14, 2014


Notary Public



FEB 24 2015



Interdepartmental Memo

To: Mayor Ragucci and City Council
Amy Marrero, City Administrator

From: Mihaela Dragan

Re: Letter of Recommendation / Text Amendments To The Zoning Ordinance / Case #15-11
City Council Meeting: February 24, 2015

Date: February 10, 2015

REQUEST:

Mayor and City Council to ask the City Attorney to prepare the final ordinance.

BACKGROUND:

A Public Hearing before the Planning and Zoning Commission was held on February 3, 2015, to consider certain text amendments to the Zoning Ordinance as follows: amend Section 156.087 to make outdoor dining with an area equal to or less than 25% of the indoor dining space a permitted use and greater than 25% a special use, amend Section 156.087 (B) (59) to allow physical, occupational, and speech therapy on the first floor, amend Section 156.035 (C) (4) (b) to change the requirements of generator screening, amend Section 156.049 to require landscaping plans for properties in business districts which undergo remodeling, amend Section 156.085 (H) to change the restrictions on building height, amend Section 156.043 to allow digital signs as a component of a wall or freestanding sign, amend Section 156.101 to change off-street parking regulations in residential districts, and amend Section 156.004 to revise definitions of "Office, Business or Professional" and "Office, Medical."

The Commission recommended approval of the proposed text amendments as follows:

- To make outdoor dining with an area equal to or less than 25% of the indoor dining space a permitted use instead of a special use. This means a public hearing would no longer be required unless other variations from the Zoning Code are needed. In some cases, the Building and Zoning Administrator may require safety measures for outdoor dining areas.
- To allow physical, occupational, and speech therapy on the first floor of one story office buildings situated in the B-3 district;

- To change the requirements of on-ground generator screening by requiring it to be a minimum of six feet in height and no less than the height of the generator;
- To require landscaping plans for commercial properties when construction remodeling exceeds 50% of the assessed value of the property. The purpose is to require additional landscaping to be provided to improve existing yards, and landscape islands without generating a parking variation for the property;
- To change the restrictions on building height in the B-1 district to allow a building height of 25 feet instead of 15 feet;
- To revise definitions of “office, business or professional”, and “office, medical”. The text amendment removes dentists, orthodontists, and opticians from the definition of “medical office” and inserts them in the definition of “professional office” because they are commonly found in shopping centers and non-medical office buildings. The change will allow those professions to better serve the public by locating in areas more representative of their locations.
- To prohibit businesses from keeping outside lights around the perimeter of the building and accessory structures except for the holiday season. The six present commissioners also requested to include in the ordinance prohibiting interior and exterior lights around features of the building and access structures.

The Commission did not recommend approval of the following text amendments:

- To change off-street parking regulations in the residential districts in order to allow parking of vehicles with tools or ladders on the driveways;
(Schneider, Noble, Myszkowski - yes)
(Ventura, Almeroth, Smurawski - no)
- To allow digital signs as a component of a wall or freestanding sign.
The request is not to increase the area of the signs, nor the number of permitted signs. The request is to allow a digital component to the sign without the need for a public hearing. All present commissioners voted against the proposed text amendment as they feel that property owners should come for a public hearing if they want digital signs. The Commission wants to review each request on case by case basis. The Village of Lombard and Village of Villa Park do not require a public hearing.

The Planning and Zoning Commission voted 6-0 to require a public hearing for any requests concerning digital signs.



City of Oakbrook Terrace
Planning & Zoning Commission Meeting
Tuesday, February 3, 2015
Case #15-11

The meeting was called to order by Chairman Noble at 6:05 P.M.

Present: Chairman Noble, Commissioner's Schneider, Ventura, Myszkowski, Almeroth, Smurawski

Absent: Donoval

Also Present: Building and Zoning Administrator Mihaela Dragan, City Attorney Peter Pacione, Building and Zoning / Planning and Zoning Secretary Janice Coglianese

Chairman Noble said the first order of business was to approve the minutes of January 6, 2015, Case #15-10, 17W745 Butterfield Road, Suite A&B, the request by April L. Neukam to grant a special use permit.

Chairman Noble asked for any discussion from the Commissioners. There was no discussion.

Chairman Noble asked for a motion to approve the minutes.

MOTION Commissioner Schneider entertained a motion to approve the minutes of January 6, 2015, Case #15-10, 17W745 Butterfield Road, Suite A&B, the request by April L. Neukam to grant a special use permit.

Commissioner Myszkowski seconded the motion.

Ayes: Chairman Noble, Schneider, Ventura, Myszkowski, Almeroth, Smurawski

Nays: None

Absent: Donoval

MOTION PASSED UNANIMOUSLY WITH A VOICE VOTE OF 6-0.

Chairman Noble said the second order of business is to consider Case #15-11 for certain text amendments to the Zoning Ordinance as follows: amend Section 156.087 to make outdoor dining with an area equal to or less than 25% of the indoor dining space a permitted use and greater than 25% a special use, amend Section 156.087 (B) (59) to allow physical, occupational, and speech therapy on the first floor, amend Section 156.035 (C) (4) (b) to change the requirements of generator screening, amend Section 156.049 to require landscaping plans for properties in business districts which undergo remodeling, amend Section 156.085 (H) to change the restrictions on building height, amend Section 156.043 to allow digital signs as a component of a wall or freestanding sign, amend Section 156.101 to change off-street parking regulations in residential districts, and amend Section 156.004 to revise definitions of "Office, Business or Professional" and "Office, Medical."

Chairman Noble asked if Building and Zoning Administrator Dragan had any comments.

Building and Zoning Administrator Dragan stated that the Planning and Zoning Commission received her memo concerning the proposed modifications to the Zoning Ordinance as presented at the January 13th City Council meeting, and also the minutes from January 13th meeting reflecting the City Council's discussion concerning the proposed nine (9) text amendments.

Building and Zoning Administrator Dragan stated that the first proposed text amendment is to allow outdoor dining areas in the B-3 General Retail District as a permitted use which means a public hearing will no longer be required for the applicant to request approval of a special use permit. A public hearing will only be required if other variations from the Zoning Code are requested, and the City Council concurred that in some cases the Building and Zoning Administrator may require safety fencing for outdoor dining areas. Building and Zoning Administrator Dragan commented many restaurants along Roosevelt Road, 22nd Street, and Butterfield's Pancake House on Midwest Road have outdoor dining. If an establishment builds within the code, and does not encroach in the required yards, it is proposed that a public hearing would not be required such as the proposed new restaurant on Butterfield Road.

Commissioner Almeroth inquired about the proposed new restaurant on Butterfield Road.

Building and Zoning Administrator Dragan said it was Specialty's Café; however, there are office buildings as well that request outdoor dining.

Under the planned unit development, requested by the developer, a special use permit was not required for Pete's Fresh Market's request for outdoor dining; however, they did require a public hearing.

Building and Zoning Administrator Dragan stated the second text amendment is proposed to have a solid fence or wall screen at the height of the generator rather than imposing the six foot solid fence or wall as it shows in the current code, and the Council agreed that the generator fencing or wall structure should be a minimum of six feet in height to cover the height of the generator and also for noise reduction purposes. In the last year, generators in commercial areas ranged from eight to nine feet in height. It is proposed to have the fence at a minimum of six feet and to cover the height of a generator.

Commissioner Almeroth said it sounded perfect.

Building and Zoning Administrator Dragan stated the third text amendment refers to an amendment to the landscaping requirements to have regulations requiring improvement of landscaping for commercial properties when exterior remodeling of the building is proposed. During Butterfield's Pancake House public hearing, issues regarding landscaping were raised by Commissioner Almeroth to improve the landscaping of the property; however, there is no current ordinance regarding this; landscaping requirements only apply to new construction or when buffering requirements exist between residential and commercial zones. At that time, Commissioner Almeroth said it would be a good idea to have some regulations for landscaping when remodeling a building such as a restaurant.

Building and Zoning Administrator Dragan asked if the Commissioners would like to discuss some kind of landscaping plans if an entity remodels 50% or more of the floor area or should it be based on 50% of construction cost of the assessed value, which the information could be obtained through York Township Assessor's office. A copy of the contract would be provided from a restaurant and if 50% or more of the remodeling costs of work were to be done than the City could request more landscaping. As it stands, the City cannot make them comply with landscaping requirements for construction due to existing properties and loss of parking spaces, which would create parking variations throughout the City. Building and Zoning Administrator Dragan suggested that the Commissioners may want to consider 5% of the lot area to be landscaped minus the yard's area or subtract the footprint of the building; she does not want to generate more variations.

Commissioner Schneider agreed with the 5%.

Commissioner Almeroth asked what the requirement was for new construction.

Building and Zoning Administrator Dragan said we calculate the landscape points depending on the linear feet of each frontage.

Commissioner Almeroth brought up Butterfield's Pancake House, which was an existing restaurant, but at some point they had to meet landscaping requirements.

Building and Zoning Administrator Dragan stated that before Butterfield's came in, years ago the City had the 5% requirement to improve the property.

Commissioner Almeroth commented that Butterfield's Pancake House has islands and property on the east and west, but no landscaping due to the past owner, which should not give the right to a new owner to neglect the landscaping; there are just stones in the islands.

Building and Zoning Administrator Dragan commented that maybe the Commission would like to propose something like 5% of the lot area or when landscape islands exist, they have to be landscaped with flowers.

Commissioner Almeroth said the 5% would work for him and he just wants others to be as concerned as he is.

Building and Zoning Administrator Dragan said some businesses may do 50% remodeling now and 50% later and there may never be any achievement to the property so she suggested exterior landscaping shall be a minimum of 5% of the lot area excluding yards or would they like to include the yards. She said if it is a matter of losing parking spaces then they should at least plant some shrubbery in the existing yards.

Commissioner Almeroth commented that it should not be just during the remodeling, but also under new ownership.

Building and Zoning Administrator Dragan said she didn't think the City could do that if the business was just remodeling; this was a question for the City Attorney once he arrives. (The City Attorney was stuck in traffic at the time the meeting began.)

Commissioner Almeroth said he thought landscaping for businesses is really important especially in transition for the yards. Anytime the City can gain control of this and increase it or improve what is already there or add when something is not there, that would be the City's chance to do it.

Building and Zoning Administrator said the City Attorney will be writing up the ordinance, but she said it could read that landscaping be required when 50% or more of construction cost versus assessed value.

Commissioner Almeroth said instead of saying side yards, it should say transition areas from business to residential.

Building and Zoning Administrator Dragan mentioned that these were already required under the present code when two (2) non-compatible uses exist.

Commissioner Almeroth said it is not there now and this should be checked and to make sure it is met.

Building and Zoning Administrator stated in Butterfield's Pancake House situation it was not next to a residential area.

Commissioner Almeroth mentioned that he was not picking only on Butterfield's Pancake House.

Building and Zoning Administrator Dragan said she was just giving an example of a most recent project. Specialty's Cafe had to meet the landscaping requirements due to variations here and there due to new construction.

Commissioner Almeroth said he would like that same criteria to fit remodeling of businesses bought and sold. He would like to see them all treated like new construction and meet the requirements. He said this is what this meeting is all about, what we would like to see and that is what we are here for.

Building and Zoning Administrator Dragan said the fourth text amendment refers to modifications of the current code to allow a building height of twenty-five feet for commercial properties in the B-1 Professional Office District instead of a maximum fifteen feet in height as shown in the current code. This would hopefully encourage developers to improve or build new buildings in the area situated on the east side of Summit Avenue and the City's Comprehensive Plan encourages redevelopment of the properties situated on the east side of Summit Avenue zoned B-1 which several

times in the past, the Building and Zoning Department received inquiries concerning redevelopment, but developers decided to look somewhere else as redevelopment is not feasible with such a height restriction. In a residential single family district, a building height of up to thirty-five feet is permitted; however, additional open space must be provided for front and side yards when the building height exceeds twenty-five feet in height.

Building and Zoning Administrator Dragan proceeded to point out the areas on the map and said in 2014 a couple of investors turn away when they hear the fifteen foot height restriction. The cost of the land, the demolishing of a building and rebuilding is very expensive, and nearly impossible.

Commissioner Almeroth mentioned that there was a lot of vacant property on the east side of Summit Avenue and the buildings that are there are already over fifteen feet in height.

Building and Zoning Administrator said some of those are in unincorporated areas or built under different codes, which later it was changed to fifteen feet, because the City wanted to see one-story buildings since there was a residential area directly behind them. It is very hard to change the esthetics of Summit Avenue under the current code since no one wants to build a new building with those restrictions.

Commissioner Almeroth asked what kinds of businesses were interested.

Building and Zoning Administrator Dragan stated mostly offices and medical.

Commissioner Almeroth mentioned that probably the depth wasn't there for a restaurant since it could only be around hundred feet.

Building and Zoning Administrator Dragan said probably not.

Chairman Noble asked how many vacant lots where in the City.

Commissioner Almeroth commented everything south of Morningside Avenue and three (3) lots between Morningside Avenue and Butterfield Road.

Building and Zoning Administrator Dragan said that was correct and proceeded to point them out on the map, along with the unincorporated areas shown in grey.

Commissioner Almeroth stated that all the unincorporated that were pointed out are rentals.

Building and Zoning Administrator Dragan said that they had various requests to keep them as rentals rather than to come into Oakbrook Terrace.

Commissioner Almeroth understood those were residential rentals, one (1) vacant lot, and the rest was the Salvation Army Church; no development would happen in those areas. Commissioner Almeroth mentioned the blue section still had a significant amount of vacancies.

Building and Zoning Administrator Dragan mentioned two (2) different doctors wanted to purchase the property south of Morningside Avenue, but probably have found other properties.

Commissioner Almeroth said a doctor from Oak Brook purchased the land but didn't build on it because they didn't have City's water only well water and the doctor actually approached Commissioner Almeroth to see if they could cut through his lot to bring water to them. Commissioner Almeroth told him he couldn't do that.

Building and Zoning Administrator Dragan mentioned that the City's Comprehensive Plan encourages commercial properties on the east side of Summit Avenue, but at the present time are residential; commercial would be more appropriate. Building and Zoning Administrator Dragan said she was sure they could make arrangements with the City to get water at a cost.

Commissioner Almeroth quoted a very large cost. At the present time, the water goes from Morningside Avenue to Roosevelt, but does not hit the south side between Butterfield Road and Morningside Avenue; Oak Brook's water is across the street.

Building and Zoning Administrator said the fifth proposed text amendment is concerning a discussion to allow digital signs, but not to increase the area or number of the permitted signs for a property; a public hearing is required and that is why you see digital signs at Drury Lane and Pete's Fresh Market in the City. It is proposed to discuss digital signs with the description of a digital sign as being a wall or free standing sign. The area of the signs will be continued to be counted on the overall surface area of the allowable signage of the property so as not to increase the number of signs allowed for a property nor the area for signs allowed for the property. For instance, if the property is allowed to have sixty square feet

of signage, it is not proposed to increase the area of signage only to allow digital signs.

Building and Zoning Administrator Dragan mentioned that the Village of Lombard and Village of Villa Park allow digital signs; other communities require public hearings such as Village of Oak Brook and Village of Downers Grove.

Commissioner Almeroth commented that he was against changing anything and digital signs make him crazy. He proceeded to give an example of Aldi's Food Store parking lot at night, how it changes colors from yellow, to blue, to green, to red due to the digital lights, saying the facades of the businesses across Roosevelt Road change because of the digital lights at Aldi's. Commissioner Almeroth said he doesn't understand why they need these signs; the higher end communities do not allow them.

Commissioner Ventura stated that we have a high end movie theater in Oakbrook Terrace such as Drury Lane that should be allowed and does have a digital sign.

Commissioner Almeroth noted that this was a smaller sign which he himself was on the board, and had approved; the sign wasn't anywhere near a residential district and on its own piece of property.

Commissioner Ventura remarked that she was a little confused on what Commissioner Almeroth was saying that he didn't want digital signs or just certain ones in different areas.

Commissioner Almeroth said he wanted to leave it just as it is, as a special use permit; the business would have to show the size and location of the sign then it would be up to the Commission to make the decision for each individual business.

Commissioner Schneider asked if a public hearing should still be required.

Building and Zoning Administrator Dragan stated yes, if the code was not changed.

Building and Zoning Administrator Dragan stated the sixth text amendment is proposing to delete the regulations that currently prohibit parking of vehicles with tools or ladders on the exterior of the vehicle on the driveway and at a previous Planning and Zoning meeting, Commissioner Schneider commented that the City should not prohibit parking of vehicles with tools or ladders on the exterior of the vehicle on

the driveways since the City allows a boat on a trailer, a trailer, camping trailers, or recreational vehicles to be parked on a driveway or off-street parking in the residential district. There are many contractors that live in Oakbrook Terrace, who when arriving home must remove the ladders from their trucks each time which becomes very inconvenient; the size of a truck does not allow them to park it in their garage.

Commissioner Schneider said one of the reasons he brought this issue to the Commission's attention is that from his understanding one of his properties has been singled out on a daily basis when there are other homes in the neighborhood which have ladders on their vans that are higher than the entry on their garages, but all need to have them for their businesses. Commissioner Schneider asked if there were any other complaints during the past years.

Building and Zoning Administrator Dragan mentioned there have been none since the most recent ones.

Commissioner Schneider feels that the ordinance should be changed.

Commissioner Almeroth mentioned that he was in favor of discussing it, but not in favor of it. Commissioner Almeroth said this was a residential neighborhood and the Commission's goal and job is to maintain the quality of life in a residential neighborhood and he thinks we should not be allowing business vehicles. Commissioner Almeroth stated that at the present time the City has huge vehicles, and he would not want to live next door to someone who has a large vehicle / semi in their driveway who goes out at 6:00 A.M. and starts their truck and idles it for twenty minutes to warm it up. Commissioner Almeroth said he wants to live in a residential neighborhood not an industrial park. He is totally against it and thinks having a truck in a driveway will have an impact on the sale of surrounding homes and reduce the price of the property. Commissioner Almeroth said that everyone has probably seen the purple semi sitting on a driveway.

Commissioner Ventura commented that they were not approving a semi, but discussing a ladder on a truck.

Commissioner Almeroth chimed in with a big truck with a ladder on the top, like a UPS truck with ladders on the top.

Commissioner Ventura questioned a UPS size truck.

Commissioner Schneider understood Commissioner Almeroth's statement, but mentioned that the semi had been removed. Commissioner

Schneider commented that something should be changed in the ordinance when a boat and trailer are allowed on a U-shaped driveway parked right in front of the home, but a truck with ladders is prohibited.

Commissioner Almeroth stated that it took two (2) years to get the semi removed and there was a fifty foot bus / recreational vehicle on Karban Road, which took some time before it was removed.

Commissioner Myskowski asked if they couldn't place a cover over the ladders so they wouldn't show.

Commissioner Almeroth stated he didn't want a big blue tarp next door to him either, but a well-manicured structured home.

Building and Zoning Administrator Dragan acknowledged Commissioner's Almeroth for expressing his concerns.

Chairman Noble said Commissioner Almeroth and Commissioner Schneider have both made a good point and asked if there were any way to change the ordinance to be more specific not so general in description.

Commissioner Almeroth stated it's a residential area not commercial.

Building and Zoning Administrator stated that the code allows recreational vehicles, trailers, and camping trailers, each of them referred to as a unit, which may be stored or parked on a driveway.

Commissioner Ventura said those weren't attractive either.

Chairman Noble commented that it doesn't mention a van.

Commissioner Almeroth said that they weren't really talking about the recreation vehicles; however, he does not like boats, RV's, busses, or semi's.

Commissioner Myszkowski asked why they wouldn't park them in a garage.

Commissioner Almeroth stated none of the above will fit in a garage.

Commissioner Ventura understood what Commissioner Almeroth was saying and in some respects agreed with him, but she did not think that Oakbrook Terrace had a lot of work vehicles in the neighborhood where there is a ladder on top; this was not something that is predominant in the neighborhood.

Commissioner Almeroth said the reason for that is that currently we don't allow them, but if we change that more will come.

Commissioner Schneider said this was something that has not been enforced and presently there are six vans in the neighborhood with ladders on the roof and only one (1) home has been reported on a daily bases by a City Official.

Commissioner Almeroth said vans/trucks are not allowed and the reason the City Official reported it is that he lives on that block.

Commissioner Schneider sees it more or less as harassment; it is one complaint daily, every day for just one (1) home so they should have citations for the rest of the homes with trucks.

Commissioner Almeroth agreed with Commissioner Schneider and mentioned that was how the purple semi was removed.

Building and Zoning Administrator Dragan stated that at this time, it is only proposed that ladders on trucks are to be removed; everything else will remain the same; the ordinance shows no construction trailers, loaders, smokers, dump trucks, semi's, and tractors. The text amendment had been discussed at the January 13th City Council meeting; there were no concerns at that time.

Building and Zoning Administrator Dragan said the seventh text amendment refers to the modification of the current code to allow physical, occupational, and speech therapy on the first floor of a one-story building in the B-3 General Retail District. Recently, at a public hearing, the personal trainer and the golf trainer were allowed; however the physical therapist was not allowed at Stellco Properties and had to come before the Planning and Zoning Commission for a special use permit. This will help Stellco Properties and Midwest Office Center to lease commercial space without a public hearing. These uses are comparable to other uses such as massage therapy and a chiropractor which are currently allowed. On the first floor it is very difficult to lease commercial space for retail due to existing building configuration. Building and Zoning Administrator Dragan feels the code should be modified accordingly. These properties were coded B-1 and these uses were permitted; however, when the City rezoned the area, the properties were rezoned to B-3 General Retail; the City wanted to encourage more retail than office use, but it was not possible to do the building configuration. In the future, if these buildings were to be demolished, Building and Zoning Administrator Dragan thought this area should be B-3 General Retail; at this time the structure of these

six (6) buildings and the one to the west, are not possible to have retail or restaurants in these particular areas.

Commissioner Almeroth said he had no concerns with this text amendment.

Building and Zoning Administrator Dragan said the eighth text amendment refers to discussion concerning a text amendment to prohibit businesses from keeping outside lights around the perimeter of the building and accessory structures except for the holiday season.

Building and Zoning Administrator Dragan commented that Bruce Almeroth submitted pictures with various buildings in Lombard, and Hillside which have lights on a permanent basis, and are not tastefully done. Based on this, we recommend a text amendment in order to avoid similar situations in Oakbrook Terrace. The pictures distributed reflected a liquor store, a tobacco store, jewelry and loan store, and a pizza parlor. The goal is to preserve the community appearance, and property values.

Commissioner Almeroth commented that the pictures presented from other communities were very prominent and close to Oakbrook Terrace. Commissioner Almeroth said it looked like something foreign landed in the parking lot at County Line Pizza, and also a cigarette/tobacco store, and a jewelry/gold exchange in Lombard. Commissioner Almeroth mentioned that they are popping up everywhere and seems to be a trend for small independent businesses for better visibility. Commissioner Almeroth said this is not something they want to see happen in Oakbrook Terrace and part of the Commission's job is to see the trend that is happening in other neighborhoods and to stop it in Oakbrook Terrace.

Building and Zoning Administrator Dragan stated that the goal was to preserve the community appearance and property values; the lights are actually allowed inside the windows but it is proposed to have lights on buildings not twelve months a year, but only during the holiday season.

Commissioner Almeroth noted that he understands that small businesses want to be seen and lights are only placed around the windows, but he disagrees that these should be allowed; the lights are very bright and insane. Commissioner Almeroth said the lights on the sign behind the Jewelry Exchange are so bright, you can't even see the signage - it looks cheap.

Commissioner Ventura asked if the City had anything written, at the present time, that prohibits businesses from doing this or anyone on Summit Avenue from lighting up their house.

Building and Zoning Administrator Dragan stated they did.

Commissioner Almeroth chimed in and said, or on 14th Street by the 7-Eleven, and the whole shopping strip mall. Commissioner Almeroth is in favor of stopping it before it happens; he knows of one (1) entity that has the lights, the Oakbrook Liquor store on 14th Street and others on Ardmore Avenue. Commissioner Almeroth said the sales for these lights are out there and selling fast; once it is here it will be hard to stop, so let's stop it before it gets here.

Building and Zoning Administrator Dragan commented the businesses that Commissioner Almeroth mentioned have lights around the window areas and around wall sign areas.

Commissioner Almeroth said the liquor store has red and blue lights and once in a while they turn on the flashers, he calls the Building and Zoning Administrator and she has them turn them off. Commissioner Almeroth said when he starts seeing yellow, white or flashing lights, this will drive him nuts.

Chairman Noble commented what the Commissions intent was for the businesses not to have these flashing lights.

Building and Zoning Administrator Dragan stated flashing lights were not allowed; lights are allowed. The intent here is not to allow them to become like the lights in the pictures that were distributed.

Commission Almeroth expressed again that they are the smaller businesses such as liquor stores, jewelry exchange places, and nail salons. It is not the City's job to allow them to put up as much signage to have them attract business.

Commissioner Schneider said it should then read only certain color lights around the windows and who will then pick and choose; so no lights around the windows.

Commissioner Almeroth said no lights at all around the windows.

Building and Zoning Administrator Dragan commented when they make the motion, both need to be specified. She also brought up the signage on Ardmore Avenue, which has lights around the wall sign as well.

Commissioner Almeroth remarked that they all knew his feelings; however, those lights that are already there are probably already grandfathered in, but should not be allowed on new businesses.

Building and Zoning Administrator Dragan noted that he was correct.

Commissioner Almeroth stated that they should keep this City as prestigious as they can and keep the property values up by maintaining the Zoning Ordinance, which is the law that people live by.

City Attorney Pacione stated that Commissioner Almeroth would then like to see all lights on the perimeters of outlining walls and windows not permitted.

Commissioner Almeroth said you don't see these kinds of bright lights going down the streets of Hinsdale or Oak Brook; he said he had to stop talking at this point because he gets very passionate about the City.

Building and Zoning Administrator said for the ninth text amendment the Commission received a memo from City Attorney Pacione recommending a text amendment to delete dental, orthodontists, and eye doctors from the definition of medical office use as these services would be more appropriate to be included in the definition of a professional office. The City Council concurred with the proposed text amendments.

City Attorney Pacione mentioned he did this to categorize the definition of medical office use.

Building and Zoning Administrator Dragan said this concluded all the text amendments which the Commissioners will have to vote on individually.

Building and Zoning Administrator Dragan mentioned since City Attorney Pacione was not present during the discussion of the landscaping he may want to answer Commissioner's Almeroth question regarding having new owners comply with the landscaping requirements.

City Attorney Pacione said with no work being done, the answer was no.

Commissioner Almeroth asked if there was an existing business who neglected the landscaping would the new owners have to repair the landscaping.

City Attorney Pacione said if the previous owners were not complying with the landscape plan then it would be an enforcement issue, but a new owner would not have to comply.

Commissioner Almeroth stated there should have been some enforcement plan years ago for China Terrace.

City Attorney Pacione said if there was a certain landscape plan that was on file; those landscaped areas should have been maintained.

Commissioner Ventura stated that she feels that Commissioner Almeroth is picking on just one business, Butterfield's Pancake House. Commissioner Ventura asked Commissioner Almeroth if he really felt that the owners were not going to take care of the weeds and not do a good job on the landscaping. She said Commissioner Almeroth keeps referring back to Butterfield's Pancake House like the Commission made a mistake by approving their request by not requiring them to bring a landscaping plan to the public hearing. Commissioner Ventura stated that Butterfield's Pancake House has other restaurants in the area that are well kept, and she feels they will do the same at this location.

Commissioner Almeroth said he was using Butterfield's Pancake House as an example and they, the Commission, are losing control of the landscaping ordinance.

Commissioner Ventura questioned Commissioner Almeroth if they really did lose control.

Commissioner Almeroth stated before it became Butterfield's Pancake House, the islands in the parking lot have nothing but stone, no bushes, plants or trees, only weeds and stones; that's not landscaping and the Commission did not require the owner of Butterfield's Pancake House to do anything; however, he felt the owner will.

Building and Zoning Administrator Dragan chimed in and said the owner has already done landscaping.

Commissioner Almeroth said but he is a different kind of owner; others may come in and not care.

Commissioner Ventura said she was confused; she thought the landscaping plan was not required, because Butterfield's was not building new construction.

Commissioner Almeroth stated that is exactly what he has been saying that there was no landscaping, and we are not requiring them to put any in. Commissioner Almeroth said they all took the owners word at that meeting that he was going to put landscaping in, because that is the kind of owner he is, a rare owner.

Building and Zoning Administrator Dragan suggested if construction cost exceed 50% of the assessed value of the building, regardless of the exterior or interior construction of the restaurant, the City should require a minimum of 5% of the lot area minus the yard areas to be improved with landscaping; however, if this is not possible, just to request landscaping improvements in the existing yard areas, existing landscape islands, or when residential next to commercial exists, to comply with fence and landscape requirements.

Building and Zoning Administrator asked if this is what Commissioner Almeroth was trying to convey.

Commissioner Ventura said we are saying when a property is being enlarged, but asked Commissioner Almeroth if he meant when the property is being rebuilt.

Building and Zoning Administrator said any construction of 50% or more of the assessed value.

City Attorney intervened and said 51% of the assessed value.

Building and Zoning Administrator said this would not be in compliance with new construction requirements, because it would be impossible, and the businesses would lose parking spaces; this would apply to restaurants.

City Attorney Pacione questioned restaurants only.

Commissioner Almeroth said he really didn't care anymore.

Building and Zoning Administrator said it should apply to the B-3 General Retail District.

Commissioner Ventura said why only B-3, why not all of it.

City Attorney Pacione stated that it would be hard to differentiate B-3 and B-4, so if this was for commercial properties, it should be for all commercial properties.

Building and Zoning Administrator mentioned that a majority of the commercial properties don't really have this issue and some areas, especially those on the east side of Summit Avenue, would rather tear down the building and re-build due to the expense of remodeling. She did say the text amendment should apply to all commercial properties and will be

reviewed from case to case when applying for a permit. For example, the Joint Commission will be remodeling the entire building from the basement to the fourth floor soon; they will then have to conform to this text amendment when applying for permits.

Commissioner Almeroth mentioned that Joint Commission, along with Comar, along Summit Avenue, keep up their properties very nice.

Chairman Noble asked if there were any other questions or comments from the Commissioners.

Commissioner Almeroth said he had made copies of the Zoning Ordinance, Section 156.023 and then proceeded to hand them out to each of the Commissioners. Commissioner Almeroth stated that this was the authority the Planning and Zoning Commission has for granting variations and special uses. He used the scenario of a speed limit being 35 miles an hour and someone wants to go 40, the police may make a judgment to not issue a ticket, at 45, kind of iffy and looks into the details, 75 will not get authorization, and 100 miles an hour, he's not even going to consider it. If someone comes in and says they have a 1,000 yard lot requirement and asked for zero and the Commission grants it, in Commissioner Almeroth's opinion, the Commission just took the ordinance and threw it out the door. Someone builds a restaurant and needs seventy-five parking spaces and they have forty-nine, but then ask for parking from the property next to them, which then takes away the rights of parking from the next owner of that property; this should not be the City's problem to fix their parking issues. Commissioner Almeroth said the owner should have bought a larger piece of property to allow them enough parking.

Commissioner Ventura asked if Commissioner Almeroth was referring to the 1,000 yard lot requirement to zero for the Medical Marijuana Facility.

Commissioner Almeroth said it was and we gave them approval, and our ordinance that we care about says 1,000 feet.

Commissioner Ventura was very surprised that the board passed the Medical Marijuana Facility and the 1,000 to zero feet was ridiculous.

Commissioner Almeroth said he was not surprised, because this board seems to let everything go, but the City Council lucked out since Floramedex didn't get the Governor's permission. He said if you had a house that was eight feet from the fence; you would be upset too.

Chairman Noble asked if there were any more questions or comments from the Commissioners. There were none.

Chairman Noble opened the floor for public participation for both positive and negative testimony.

Chairman Noble asked all who wished to speak to stand and be sworn in.

Resident Ingrid Durham and City Clerk Dennis Greco stood and were sworn in by Building and Zoning / Planning and Zoning Secretary Coglianese.

Resident Durham said regarding the B-1 District east of Summit Avenue the proposal is to go to twenty-five feet for a building height, but most of the properties are not deep or wide, so if they are going up in height, will this mean that the width of the building will be smaller.

Building and Zoning Administrator said it would.

Resident Durham said it would be advantageous to go higher to provide more parking so not to use so much of the footprint of the building, but you would also have to keep in mind the neighboring properties pitch from roof line to roof line.

Building and Zoning Administrator said it goes from the building height to the highest point; the chimney top.

Resident Durham said then what if there was a very short building behind it.

Building and Zoning Administrator said there is something that states for residential homes, but this would be for more commercial areas.

Resident Durham commented that there would still be the same floor ratio.

Building and Zoning Administrator said everything else would remain the same; the building that Durham indicated would be narrower.

Commissioner Almeroth said they could combine two (2) lots together.

Resident Durham said that was fine and agreed the parking variations was a problem of hers.

Resident Durham said for positive testimony she is glad to see more screening on generators, because she doesn't think that Home Depot ever complied with the screening of their generator and it really bothers her.

Resident Durham said in regard to the definitions of the Office, Business, or Office Medical, asked which required more parking, medical or professional.

Building and Zoning Administrator Dragan responded it depends; medical requires one space per 200 square feet, but the same parking requirements would apply to an optometrist at JRC Plaza and for medical; for general office use one per 250 square feet.

Resident Durham said an orthodontist can have four (4) to six (6) patients sitting there all at one time, so it could be quite an intense use.

Building and Zoning Administrator stated that parking will remain the same; if the building is over 10,000 square feet, it requires less parking for medical, one per three hundred square feet.

Resident Durham stated she was also against the digital signs which should require a public hearing. She said she mistakenly approved the digital sign at Pete's Fresh Market and was not paying attention at the time. Drury Lane is ok, because it is off by itself; the sign is high and not like other billboard signs. She thinks digital signs are distracting, a nuisance, and wants a public hearing to control the location and the size; she dislikes Bar Louie's.

Resident Durham said as far as the vehicles, there are a lot of people in the City that work from their homes, have their own businesses, and cannot park or rent a garage; however, there should be a size restriction such as a larger panel van. Some larger trucks are able to leave their vehicles on the work site. She said she had to cut out a portion of her garage to fit her boat in so it wouldn't be on the driveway. Oak Brook does not allow any type of recreational vehicle on the property.

Building and Zoning Administrator wanted to clarify parking requirements such as a request for an optometrist; the parking requirement for medical use would apply only for a freestanding building, but if in a shopping center, the parking requirements for a shopping center would apply such as Pearl Vision at Oakbrook Terrace Square.

City Clerk Greco apologized for being late and asked if there were any safety devices required for outdoor dining facilities.

Building and Zoning Administrator Dragan replied based on earlier discussion, it was agreed, at an earlier Council meeting that the Building and Zoning Administrator may require safety fencing for the outdoor dining area.

City Clerk Greco inquired what safety fencing actually meant.

Building and Zoning Administrator Dragan commented any type of fencing for safety purposes.

Resident Durham asked if these were balusters such as are located at Dunkin Donuts.

Building and Zoning Administrator Dragan replied that it could be balusters and fencing too.

City Clerk Greco asked if a safety fence was mandatory, and if a public hearing was required.

Building and Zoning Administrator Dragan stated if they encroaching into the required yards, a public hearing is required; and if the outdoor dining area exceeds 25% of the indoor dining area a public hearing is required.

Chairman Noble inquired if City Clerk Greco had any ideas or recommendations.

City Clerk Greco's concern was if anytime the City changes something and it is under a certain amount, the business may just go ahead and do it, and it takes control out of the Planning and Zoning Commission's hands. His main concern was safety especially on fast moving streets; however, 90% of the cases would have to come before the Planning and Zoning Commission due to encroachment.

Building and Zoning Administrator Dragan stated or if the paved area goes into the required yardage.

City Clerk Greco mentioned how he was ok with the way it stands now, because Building and Zoning Administrator Dragan is very good with staying on top of things.

City Clerk Greco gave positive testimony for allowing smaller work trucks on the driveways, but would like to see a limit on the size, and to see something written that trucks do not encroach on the public right-of-way.

Building and Zoning Administrator Dragan agreed with City Clerk Greco and said there is something written in the police laws that covers this. Building and Zoning Administrator Dragan commented that they had discussed earlier the size of a vehicle not to exceed eight feet in height and twenty-four feet in length.

Commissioner Ventura mention the text amendment was for the purpose of having ladders on a truck, not so much the size of the vehicle.

City Clerk Greco asked during the discussion of the digital signs, if there was any discussion on Christmas lights or lights of that sort.

Commissioner Almeroth said Building and Zoning Administrator Dragan discussed this issue, which it excluded Christmas lights.

City Clerk Greco said he had no other questions and thanked Chairman Noble.

Chairman Noble closed the public portion of the meeting.

Chairman Noble asked if there were any comments from City Attorney Pacione.

City Attorney had none.

Commissioner Almeroth commented that there is a Dodge truck over eight feet somewhere near Commissioner Schneider's house.

Building and Zoning Administrator Dragan stated no commercial type vehicle measuring over eight feet in height or twenty-four feet in length should be parked on any part of the lot unless parked in a garage.

Commissioner Almeroth stated an eight foot truck couldn't fit in a garage.

City Attorney Pacione mentioned unless it was in a custom made garage.

Commissioner Schneider wanted to know if the van was eight feet in height could they still put three feet of ladders on top.

Building and Zoning Administrator Dragan said the ordinance only says the vehicle being of eight feet in height.

City Attorney Pacione agreed with the statement.

Commissioner Schneider said due to the height restriction of certain type of vans, under the ordinance will not be allowed, however, this is the person's job, his livelihood.

Commissioner Schneider mentioned that this type of van was better than a truck with ladders on top.

Commissioner Schneider said it was ridiculous that a truck is smaller with one set of ladders on top.

Commissioner Almeroth said it isn't just one set of ladders; they could go as high as three feet.

Commissioner Ventura thought the purpose was to allow the ladders.

Building and Zoning Administrator Dragan said it was to delete the statement not to allow ladders.

Chairman Noble proceeded on requesting motions for each individual text amendment.

Building and Zoning Administrator Dragan asked City Pacione to help with the motions.

Building and Zoning Administrator Dragan mentioned that outdoor dining should be allowed a permitted use, and the Building and Zoning Administrator may require safety fencing for outdoor dining areas.

City Attorney Pacione asked if this was added to the Committee of the Whole.

Building and Zoning Administrator Dragan said it was discussed at the last City Council meeting and the Planning and Zoning Commission agreed.

MOTION Commissioner Ventura entertained a motion to approve Section 156.087 a text amendment to allow outdoor dining space of 25% as a permitted use instead of a special use, and the Building and Zoning Administrator may require safety fencing for outdoor dining areas.

Commissioner Schneider seconded the motion.

Ayes: Chairman Noble, Schneider, Ventura, Myszkowski, Almeroth, Smurawski

Nays: None

Absent: Donoval

MOTION PASSED UNANIMOUSLY WITH A VOTE OF 6-0.

Chairman Noble requested a motion for generator screening.

Discussion pursued between the Commissioners, City Attorney Pacione and Building and Zoning Administrator Dragan on what had been discussed earlier.

Chairman Noble requested a motion to amend Section 156.035 (C) (4) (b) of the City Code which regulates generators in the business and multiple family district.

Building and Zoning Administrator clarified by saying that the generator fencing or wall structure should be a minimum of six feet in height and to cover the height of the generator.

City Attorney Pacione asked if it were a minimum of six feet or up to the generator.

Building and Zoning Administrator replied unless the generator was four feet in height in the commercial district than they would go with a four foot fence; it was proposed a six foot fence; however, a majority of the generators are six to eight feet in height.

Commissioner Ventura commented that it should be the height of the generator.

City Attorney Pacione asked if the generator were four feet in height than it would require a four foot fence or a six foot.

Commissioner Schneider said it would be a six foot fence.

Commissioner Schneider stated a minimum of six feet and up.

MOTION Commissioner Schneider entertained a motion to approve Section 156.035 (C) (4) (b) as discussed.

Commissioner Ventura seconded the motion.

Ayes: Chairman Noble, Schneider, Ventura, Myszkowski, Almeroth, Smurawski

Nays: None

Absent: Donoval

MOTION PASSED UNANIMOUSLY WITH A VOTE OF 6-0.

Chairman Noble requested a motion to amend Section 156.049 of the City Code which outlines landscaping requirements applies to: 1) new construction in attached single-family, multiple-family, and business districts, 2) new construction of any detached single-family residence or construction of any addition to an existing detached single-family residence that enlarges such residence by more than 50% of its existing floor area, and 3) when screening and/or buffering is required.

City Attorney Pacione summarized by saying that this amendment was for all commercial properties and if they do any type of addition, interior or exterior work that exceeds 50% of the current assessed evaluation, they would be required to submit a landscaping plan to the City.

Building and Zoning Administrator Dragan asked if it could show remodeling instead of addition.

City Attorney stated if the remodeling was in excess of 50% of the excessed evaluation.

Commissioner Schneider questioned if the 5% should be added.

City Attorney asked if Commissioner Schneider meant 5% of the lot area.

Building and Zoning Administrator Dragan mentioned it depends from case to case for the parking variations. A majority of the commercial properties don't have additional parking, but with new construction you can measure the footprint of the building.

City Attorney Pacione asked if it would be appropriate to take away the 5% requirement.

Building and Zoning Administrator Dragan said that was what she was thinking.

City Attorney Pacione commented that businesses would be coming in for variations and this would require more processing.

Commissioner Schneider mentioned, if the Commission requires them to come in with a landscaping plan, this should tell the business that the Commission is expecting landscaping.

Building and Zoning Administrator said instead of saying to improve existing yards or landscape; it should read to improve yard areas, existing yards, and landscaping islands. Commissioner Almeroth also wanted to include when the remodeling is done to provide the buffering between residential and commercial for fencing and landscaping.

City Attorney Pacione said if there is a requirement it could be enforced without saying anything.

Commissioner Almeroth said it should be according to code.

Chairman Noble requested a motion.

MOTION Commissioner Ventura entertained a motion to approve Section 156.049 as discussed.

Commissioner Schneider seconded the motion.

Ayes: Chairman Noble, Schneider, Ventura, Myszkowski, Almeroth, Smurawski

Nays: None

Absent: Donoval

MOTION PASSED UNANIMOUSLY WITH A VOTE OF 6-0.

Chairman Noble requested a motion to amend Section 156.085 (H) of the City Code which regulates building height in the B-1 Professional Office District for the modification of the current code for a building height of twenty-five feet in height for commercial properties.

Building and Zoning Administrator Dragan stated the motion should have a recommendation to modify the current code to allow a building height of twenty-five feet for commercial properties the B-1 District.

MOTION Commissioner Smurawski entertained a motion to amend Section 156.085 (H) as just been described.

Commissioner Schneider seconded the motion.

Ayes: Chairman Noble, Schneider, Ventura, Myszkowski, Almeroth, Smurawski

Nays: None

Absent: Donoval

MOTION PASSED UNANIMOUSLY WITH A VOTE OF 6-0.

Chairman Noble requested a motion for Section 156.043 of the City Code which regulates prohibited signs.

City Attorney Pacione said this was an amendment to this section allowing digital signs as components, wall signs, or freestanding signs.

Commissioner Schneider asked if they were making a motion to disapprove of the flashing signs.

Building and Zoning Administrator Dragan said they can make a motion to approve, or whatever the Commission felt more comfortable with.

MOTION Commissioner Smurawski entertained a motion to amend Section 156.043 to allow digital signs as components, wall signs or freestanding signs as been described.

Commissioner Myszkowski seconded the motion.

Commissioner Almeroth said he was always under the impression that a motion had to be made in the affirmative, but he was told that if you make a motion in the affirmative than you could not vote against it.

City Attorney Pacione said that was a correct statement.

Commissioner Almeroth said if Commissioner Smurawski wants to deny it, he would have to make the motion to deny it.

City Attorney commented if you are the person who made the motion to approve it, you cannot vote against it.

Commissioner Smurawski asked to rephrase his motion.

City Attorney Pacione asked Commissioner Smurawski if he wanted to withdraw his motion.

Commissioner Smurawski withdrew his motion.

Commissioner Myszkowski seconded the motion.

MOTION PASSED UNANIMOUSLY THROUGH A VOICE VOTE OF 6-0.

Commissioner Smurawski entertained a motion to deny the amendment of Section 156.043 to allow digital signs as components, wall signs or freestanding signs as been described.

Commissioner Schneider seconded the motion.

City Attorney Pacione clarified by saying voting yes is actually saying no to the motion.

Ayes: Chairman Noble, Schneider, Ventura, Myszkowski, Almeroth, Smurawski
Nays: None
Absent: Donoval

MOTION PASSED UNANIMOUSLY WITH A VOTE OF 6-0.

Chairman Noble requested a motion for Section 156.101 (A) (1) (e) of the City Code which outlines Additional Regulations; Off Street-Parking.

City Attorney Pacione summarized by saying this was a motion to amend the code to allow ladders to be made available on trucks on the driveways of the residential district.

Chairman Noble asked if they could add something to the motion.

City Attorney Pacione said they could add on to a motion at any time.

Chairman Noble asked Commissioner Schneider what truck size he was considering.

Commissioner Schneider said to approve ladders on vehicles in the residential district.

Commissioner Schneider entertained a motion to approve Section 156.101 (A) (1) (e) of the City Code as discussed plus to approve ladders on vehicles in the residential district.

Commissioner Myszkowski seconded the motion.

Ayes: Chairman Noble, Schneider, Myszkowski
Nays: Ventura, Almeroth, Smurawski
Absent: Donoval

Commission Almeroth stated this will go to the City Council to break the tie.

City Attorney Pacione stated this basically results in a negative recommendation.

MOTION RESULTED IN A NEGATIVE RECOMMENDATION WITH A VOTE OF 3-3.

Chairman Noble requested a motion for Section 156.087 (B) (59) of the City Code which regulates permitted uses in the B-3 General Retail District reads as follows:

"Physical, occupational, and speech therapy, only above the first floor of the building, unless a special use is granted, provided that physical, occupational, and speech therapy shall also be permitted on the first floor if the building in which such uses are located is not less than 25% occupied by medical offices, and physical, occupational, and speech therapy, and if all parking requirements for medical offices,

and physical, occupational, and speech therapy can be met on the lot."

City Attorney Pacione, to clarify this section of the code, said this amendment is to allow physical, occupational, and speech therapy to be located on the first floor in the B-3, and would not require a business to apply for a public hearing.

Commissioner Ventura entertained a motion to approve Section 156.087 (B) (59) of the City Code to allow physical, occupational, and speech therapy on the first floor of a one-story office building in the B-3 General Retail District.

Commissioner Schneider seconded the motion.

Ayes: Chairman Noble, Schneider, Ventura, Myszkowski, Almeroth, Smurawski
Nays: None
Absent: Donoval

MOTION PASSED UNANIMOUSLY WITH A VOTE OF 6-0.

Chairman Noble requested a motion for Section 156.043 (C) (7) which reads as follows:

"Prohibited sign features. To preserve community appearance and avoid traffic hazards, flashing signs, rotating or moving signs, animated signs, signs with moving lights, or creating the illusion of movement, and flashing or moving lights shall not be permitted. A sign whereon the time and or temperature is indicated by intermittent lighting shall not be deemed to be a flashing sign if the lighting changes are limited to the numerals indicating the time and or temperature and are not more frequent than every ten seconds. No sign shall imitate or resemble any official traffic control device. No sign shall hide or interfere with the effectiveness of any official traffic control device. This division (C) (7) shall not apply to highway advertising signs which are regulated by §156.052 of this code."

City Attorney stated that this was an amendment prohibiting the above and also lights outlining a building or features of the building.

Commissioner Schneider entertained a motion to approve 156.043 (C) (7) prohibited sign features as stated.

Commissioner Myszkowski seconded the motion.

Ayes: Chairman Noble, Schneider, Ventura, Myszkowski, Almeroth,
Smurawski
Nays: None
Absent: Donoval

MOTION PASSED UNANIOUMOUSLY WITH A VOTE OF 6-0.

City Attorney Pacione mentioned that there was one more amendment remaining, to amend Section 156.004 to revise definitions of "Office, Business or Professional" and "Office, Medical." The result would be that the text amendment would remove dentists, orthodontists, and opticians from the definition of a medical office, and insert them in the definition of a professional office.

Chairman Noble requested a motion on the floor for Section 156.004 which City Attorney Pacione read.

Commissioner Schneider entertained a motion to approve the text amendment for Section 156.004 to revise definitions of "Office, Business or Professional" and "Office, Medical" as stated.

Commissioner Myszkowski seconded the motion.

Ayes: Chairman Noble, Schneider, Ventura, Myszkowski, Almeroth,
Smurawski
Nays: None
Absent: Donoval

MOTION PASSED UNANIOUMOUSLY WITH A VOTE OF 6-0.

Chairman Noble asked Building and Zoning Administrator Dragan when the petition would be presented to the City Council.

Building and Zoning Administrator Dragan stated that the Letter of Recommendation will be placed on the February 24, 2015 City Council meeting agenda, and that the Commission may wish to cancel the February 17, 2015 Planning and Zoning Commission meeting since there are no cases scheduled. Building and Zoning Administrator Dragan stated that Planning and Zoning Secretary Coglianesi will contact the Commission when the next public hearing packets become available for the next meeting scheduled for March 3, 2015.

Chairman Noble requested a motion to cancel the February 17, 2015 Planning and Zoning meeting.

MOTION Commissioner Schneider entertained a motion to cancel the February 17, 2015 Planning and Zoning meeting.

Commissioner Smurawski seconded the motion.

MOTION PASSED UNANIMOUSLY WITH A VOICE VOTE OF 6-0.

Chairman Noble requested a motion to adjourn the meeting.

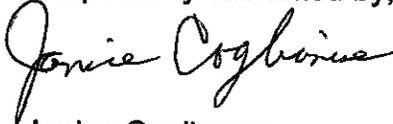
MOTION Commissioner Schneider entertained a motion to adjourn the meeting.

Commissioner Smurawski seconded the motion.

MOTION PASSED UNANIMOUSLY THROUGH A VOICE VOTE OF 6-0.

Chairman Noble adjourned the meeting at 8:07 P.M.

Respectfully submitted by,



Janice Coglianese

Building and Zoning / Planning and Zoning Secretary