



REGULAR COUNCIL MEETING AND COMMITTEE OF THE WHOLE AGENDA

**Tuesday, January 27, 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 January 13, 2015.

VI. PUBLIC PARTICIPATION

VII. ACTION ITEMS/CONSENT AGENDA

1. Payment Of City Bills: January 27, 2015 In The Amount Of \$693,178.49.
2. Personnel & Payroll Report for December 2014.
3. Treasurer's Report For December 2014.
4. Approval Of Payout Number 21: Harbour Contractor's Inc. In The Amount Of \$47,209.77 For The New Police Station And City Hall Renovation.
5. Approval Of Payout Number Three (3): Midwest Masonry, Inc. In The Amount Of \$115,155 For The New Police Station And City Hall Renovation.
6. Approval Of Payout Number Three (3): Cameo Electric, Inc. In The Amount Of \$19,134 For The New Police Station And City Hall Renovation.
7. Approval Of Payout Number Three (3): Unique Plumbing Co, Inc. In The Amount Of \$9,676.57 For The New Police Station And City Hall Renovation.
8. Approval Of Payout Number One (1): Champion Drywall, Inc. In The Amount Of \$233,447.40 For The New Police Station And City Hall Renovation.
9. Approval Of Payout Number One (1): Mercedes Section Five Installations, Inc. In The Amount Of \$23,400 For The New Police Station And City Hall Renovation.

10. Approval Of Payout Number One (1): Westside Mechanical, Inc. In The Amount Of \$22,206.30 For The New Police Station And City Hall Renovation.
11. Ordinance No. 15-5: An Ordinance Approving And Authorizing The Execution Of An Agreement By And Between The City Of Oakbrook Terrace And Clarke Environmental Mosquito Management, Inc. For Mosquito Abatement Services For The City Of Oakbrook Terrace, Illinois.

VIII. ITEMS REMOVED FROM THE CONSENT AGENDA

IX. RECESS TO THE COMMITTEE OF THE WHOLE

X. MAYOR RAGUCCI

1. Recognition Plaque Presentation to Michael Sarallo

XI. COMMITTEE OF THE WHOLE CONSIDERATIONS

1. Request To Renew The Service Contract With The Villa Park Library
2. Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Cain Millwork, Inc. For The Furnishing Of Cabinets and Millwork (Bid Package 06B) 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 Menconi Terrazzo, LLC. For The Furnishing Of Fluid Applied Flooring (Bid Package 09G) For The New Police Facility And Renovation Of City Hall.
4. Midwest Masonry's Winter Conditions \$30,857 Change Order
5. Letter of Recommendation: 17W745 Butterfield Road Suites A&B
6. Appointment Of Illinois Municipal Retirement Fund (IMRF) Authorized Agent
7. Proposed Code Amendment: Sealing of Supplemental Wells
8. An Ordinance To Decrease The Number Of Video Gaming Location Licenses And The Number Of Video Gaming Terminals – Volare West d/b/a Volare 1919 South Meyers Road.

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

1. Ordinance No. 15-6: An Ordinance To Approve and Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Cain Millwork, Inc. For Cabinets and Millwork (Bid Package 06B) For The New Police Facility And Renovation Of City Hall.
2. Ordinance No. 15-7: An Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Menconi Terrazzo, LLC. For Fluid Applied Flooring (Bid Package 09G) For The New Police Facility And Renovation Of City Hall.

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, January 27, 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 January 13, 2015.
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Mosquito Management, Inc. For Mosquito Abatement Services For The City Of Oakbrook Terrace, Illinois.

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 January 27, 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

1. Recognition Plaque Presentation to Michael Sarallo

XI. COMMITTEE OF THE WHOLE CONSIDERATIONS

1. Request To Renew The Service Contract With The Villa Park Library

Please review the letter from the Villa Park Library Director included in your packet. As stated in her letter, the Library is proposing a rate increase for City residents. The table below details the current pricing along with the proposed pricing. The subsequent fees per household will be \$50 for single family and \$41 for multi-family.

	<u>Current</u>	<u>Proposed</u>	<u>Diff</u>	<u>% Change</u>	<u>Current Fee</u>	<u>Proposed Fee</u>
Single Family	242.56	247.99	5.43	2.2%	49.00	50.00
Multi-Family	199.68	202.61	2.93	1.5%	40.00	41.00

A representative from the library will be in attendance to present some statistical information, and to answer any questions the Council may have.

Recommended Action: If the proposed increase is acceptable to the Council at this time, staff will inform the Library of the Council's intent, and the draft ordinance will be placed on the next consent agenda.

Goal & Objective Served: Continuation of library services to the community.

2. Ordinance To Approve And Authorize The Execution Of Contracts Between The City Of Oakbrook Terrace, Illinois And Cain Millwork, Inc. For The Furnishing Of Cabinets and Millwork (Bid Package 06B) 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 cabinets and millwork, for the new police facility/city hall renovation. At the last meeting, a purchase order was approved, however a more detailed trade contract is required for the labor involved. Cain Millwork, Inc. will provide both labor and materials. The draft ordinance repeals Ordinance No. 15-4 approved at the last meeting.

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 should be approved during the reconvened 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 Menconi Terrazzo, LLC. For The Furnishing Of Fluid Applied Flooring (Bid Package 09G) 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 fluid applied flooring (epoxy), 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 epoxy flooring, should be awarded to Menconi Terrazzo, LLC. of Bensenville, Illinois for a total amount of \$58,276. As indicated in the bid award, the bid came in right on budget with a minor savings of \$153.

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 should be approved during the reconvened meeting.

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

4. Midwest Masonry's Winter Conditions \$30,857 Change Order

Included in your packets is a Change Order Request submitted to the City by Midwest Masonry, Inc. the Unit Masonry Assemblies contractor (Bid Package BP-04A) for the new Police Facility and City Hall renovation. The requested change order would increase the cost of Midwest Masonry, Inc.'s contract by more than \$20,000. Therefore, the approval of the Change Order would require the City Council to make a determination, in writing that (1) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the Contract was signed, or (2) the change is germane to the original Contract as signed, or (3) the change order is in the best interest of the City. It has been determined by the City Administrator that the Change Order Request be

denied. 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 City Administrator's determination, then the City Administrator should direct the construction manager to inform Midwest Masonry, Inc. that its Change Order Request has been denied.

Goal & Objective: Oversee the completion of the New Police Station and City Hall renovation.

5. Letter of Recommendation: 17W745 Butterfield Road Suites A&B

Please review the memorandum from the Building and Zoning Administrator regarding the public hearing held on January 6, 2015 to consider the petitioner's request to allow for physical therapy on the first floor of a building in the B-3 General Retail District. The Planning and Zoning Commission voted 6-0, recommending approval of this request. The Building and Zoning Administrator will be in attendance to answer any questions you may have.

Recommended Action: The Council should discuss the Planning and Zoning Commission's Letter of Recommendation and direct the City Attorney to prepare an ordinance accordingly for the next consent agenda.

Goal & Objective Served: None.

6. Appointment Of Illinois Municipal Retirement Fund (IMRF) Authorized Agent

The Assistant to the Mayor and Administrator needs to be appointed as the City's Authorized Agent for the Illinois Municipal Retirement Fund. Please see the proposed resolution designating Michael Sarallo as the City's Authorized Agent.

Recommended Action: If the Council concurs to appoint the Assistant to the Mayor and Administrator as the Authorized Agent, then the resolution should be placed on the next consent agenda.

Goal & Objective Served: None, personnel administration.

7. Proposed Code Amendment: Sealing Of Supplemental Wells

Please see the proposed ordinance drafted by the City Attorney amending the process for the sealing of supplemental wells. When a property is sold, the code amendment requires the new property owner to seal the supplemental well within 30 days.

Recommended Action: If the Council concurs with the proposed amendment, then it should be placed on the next consent agenda.

Goal & Objective Served: None.

8. An Ordinance To Decrease The Number Of Video Gaming Location Licenses And The Number Of Video Gaming Terminals – Volare West d/b/a Volare 1919 South Meyers Road.

Please review the draft ordinance decreasing the number of video gaming licenses within the City by one (1), and decreasing video gaming terminals within the City by two (2). Currently the City has seven (7) Video Gaming Location licenses, and thirty (30) Video Gaming Terminal Licenses. Volare opted not to renew their video gaming licensing.

On another note the City's video gaming revenues continue to increase for the period of May through December 2014, the City collected a total of \$64,931 compared to last year's total of \$21,037.

Recommended Action: If the Council concurs with the draft ordinance, then it will be placed on the next consent agenda.

Goal & Objective Served: 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

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ADJOURN

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AGENDA ACTION

JAN 27 2015

I. CALL TO ORDER

The Mayor called the January 13, 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, Building and Zoning Administrator M. Dragan, 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 December 9, 2014.

Motion to approve the minutes of the December 9, 2014 Regular City Council and Committee of the Whole as presented was made by Alderman Przychodni and seconded by Alderman Esposito.

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

Motion passed.

VI. PUBLIC PARTICIPATION

Steven Bauer, Attorney for Bella Bianca, addressed the Council and stated his clients concerns regarding the proposed medical marijuana dispensary were recorded verbatim in the November 18, 2014 Planning and Zoning Commission minutes. Bauer identified some procedural and substantive deficiencies related to the location of the proposed marijuana dispensary. Bauer explained procedurally, there was a

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failure to provide adequate notice in terms of a sign not being posted on the property for the required period of time. Bauer also noted his clients never received regular or certified mail from the petitioner regarding the proposed use. Bauer stated substantively, the standards of review were not satisfied and his clients concerns were not addressed.

Bauer said at the last meeting, the petitioner stated the City is not afforded the ability to regulate medical marijuana uses, yet the Illinois statute authorizing these uses specifically allows municipalities to do so. Bauer also sighted the transcripts from when the medical marijuana bill was under discussion. Bauer indicated House of Representative, Lou Lang, stated local communities can create whatever zoning they need to make sure that dispensaries are moved to where they want in a community.

Melissa Russell, co-owner of Bella Bianca, addressed the Council and stated her business and family have a long history in Oakbrook Terrace. Russell indicated she does not want to leave the City, but may have to if the dispensary is approved. Russell said she truly feels her business will close if the dispensary is approved. Russell asked for the Council's consideration to not locate the dispensary adjacent to her business.

Lynette Stamp, addressed the Council and stated her concern is not so much the dispensary, but the location so close to a residential neighborhood. Stamp expressed her concerns with crime given the cash nature of the business.

Brian Graham, co-owner of A-Z Rental, addressed the Council and stated his business will be moving two (2) doors away and he hopes the subject property will be redeveloped. Graham disagreed with the crime concerns. Graham said the petitioner's request is a well thought out executed plan. Graham said he would like to see the subject property receive a facelift and beautify the neighborhood.

Cindy May addressed the Council and stated she opposed the dispensary. May said she does not want increased foot and vehicular traffic in her neighborhood. May said she does not want her property values to decrease. May said she wants to see established businesses thrive in the City. May said it is not the dispensary; it is the location.

Chris Schmidt stated he opposed the dispensary. Schmidt said he is looking to the Council to find a way to represent the people on this issue.

VII. ACTION ITEMS/CONSENT AGENDA

1. Payment Of City Bills: January 13, 2015 In The Amount Of \$1,051,077.49.
2. Personnel & Payroll Report for November 2014.
3. Treasurer's Report For November 2014.

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4. Approval Of Payout Number One (1): TGM Fabricating, Inc. In The Amount Of \$57,150 For The New Police Station And City Hall Renovation.
5. Approval Of Payout Number Two (2): Midwest Masonry, Inc. In The Amount Of \$90,270 For The New Police Station And City Hall Renovation.
6. Approval Of Payout Number Two (2): Cameo Electric, Inc. In The Amount Of \$11,344.50 For The New Police Station And City Hall Renovation.
7. Approval Of Payout Number Two (2): Unique Plumbing Co, Inc. In The Amount Of \$45,826.20 For The New Police Station And City Hall Renovation.
8. Approval Of Payout Number Three (3): Builders Concrete Services LLC In The Amount Of \$3,934.08 For Excavation For The New Police Station And City Hall Renovation.
9. Approval Of Payout Number Three (3): Builders Concrete Services LLC. In The Amount Of \$5,400 For Concrete For The New Police Station And City Hall Renovation.
10. Approval Of Payout Number 20: Harbour Contractor's Inc. In The Amount Of \$41,240.52 For The New Police Station And City Hall Renovation.
11. Approval Of Final Payout: Lumquest Lighting In The Amount of \$47,891 For The Residential Street Lighting Project.
12. Ordinance No. 15-1: An Ordinance To Approve And Authorize The Execution Of A Contract Between The City Of Oakbrook Terrace, Illinois, and Jetco, LTD. For The Water Riser And Drain Pipe Replacement, Interior Wet and Dry Recoating Of The 500,000 Gallon Spheroidal Water Tower In The City Of Oakbrook Terrace, Illinois.
13. Ordinance No. 15-2: An Ordinance Granting Variations From The Requirements Of The Zoning Ordinance Of The City Of Oakbrook Terrace For 1S635 Halsey Road In The City Of Oakbrook Terrace, Illinois.

Motion to approve all the items contained on the Consent Agenda as presented for January 13, 2015 was made by Alderman Thomas and seconded by Alderman Swartz.

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 Przychodni and seconded by Alderman Esposito.

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

Motion passed.

X. MAYOR RAGUCCI

None.

XI. COMMITTEE OF THE WHOLE CONSIDERATIONS

1. Continued Discussion: Letter of Recommendation 17W531 Roosevelt Road, Proposed Cannabis Dispensing Facility.

Ramello said when Governor Quinn left office he did not approve any of the dispensary or cultivation center licenses. Ramello said the licenses are up to Governor Rauner. Ragucci stated residents are concerned about what the City's home rule powers are as they relate to the regulation of the dispensary locations. Ramello replied under the State Act there is a pre-emption against municipalities (both home rule and non-home rule) regulating in anyway the dispensaries or cultivation centers; other than reasonable zoning regulations that are not inconsistent with the Act. Ramello said one of the issues has been whether the City has the authority to enforce a 1,000 distance setback from residential for dispensaries. Ramello said the petitioner has requested a variance to bring this buffer zone down to zero feet. Ramello said the State statute does not provide for a 1,000 feet buffer zone between the dispensary and residential properties.

Przychodni asked if this was strictly a cash business. Jared Boyer, agent in charge from Floramedex LLC., replied Obama said open banks for this, but not all the banks are open to this at this time. Boyer said his company does have bank accounts. Boyer said it could be a cash business, but his company is working with Bank of Springfield to possibly accept credit cards as well. Swartz asked if Floramedex knows the status of their license. Boyer replied his company is waiting on Governor Rauner to award the license. Ragucci said it could be five (5) weeks or five (5) months until the status is known.

Esposito said most of the cities that approved dispensaries located these facilities in industrial parks, which would be the B-2 District for the City. Esposito said he understands the concerns of the residents, the owners of Bella Bianca, and Pete's Fresh Market. Vlach said a family member works in administration for a Colorado town and their police department has been overtaxed since the implementation of the recreational use of marijuana.

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Motion to table this item until more information is available was made by Alderman Przychodni and seconded by Alderman Thomas. The Council voted to table this motion through a voice vote.

Motion passed.

Ragucci said this item is tabled until further notice. Ragucci said the City will keep all parties up-to-date on the status of this matter.

2. IMET Investments vs. Investment Alternatives

Haslett stated back in November, the Council requested the City's options for investments, given the potential \$125,000 IMET loss. Haslett referenced her memorandum and said the potential returns from the Illinois Funds are pretty low with a \$600 estimated monthly return and a \$7,000 estimated annual return. Haslett stated the City's current investment manager, Sawyer Falduto Asset Management (SFAM), can achieve a higher return of 1.25% on investments beyond one (1) year.

Haslett indicated the SFAM approach is not an option for the City because the Capital Improvement funds cannot be invested past one (1) year, given that the City has awarded over \$7.6 million in trade contracts for the new Police Station and City Hall renovation. Accordingly, Haslett explained the City will not achieve the 1.25% rate because the City's funds are tied-up right now. Haslett stated the Capital Improvement Fund currently has about \$6.7 million in cash and investments.

Haslett said the City might be better-off staying with IMET and the bad investment was most likely a one (1) time deal. Haslett explained IMET established a trust fund to collect and distribute the recoveries they make from any repossessions. Haslett noted some municipalities have withdrawn funds from IMET. Haslett noted IMET's total investments went from \$1.8 billion in October of 2014 to \$825 million in December of 2014.

Vlach asked where the other cities have been transferring their investments to. Haslett replied some have switched to SFAM. Haslett said the City can transfer their investments to the SFAM as well, but will not earn the 1.25% rate of return, but rather earn around .33%, which is similar to IMET.

Ramello said several communities are considering a tolling agreement which provides for the holding-off of any lawsuit against IMET in exchange for IMET not asserting the statute of limitations against any communities participating in the tolling agreement, which would allow IMET to proceed against Pennant Management, the company that made the bad investment.

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Esposito asked what is the risk if we stay with IMET. Haslett replied the risk is another bad investment could occur. Esposito asked if additional securities have been put into place since this occurred. Marrero replied there are more securities in place so this does not happen again. Marrero also said some assets have already been recouped. Marrero said she spoke with SFAM about this and they believe the City will get some of their money back, but it is going to take a long time. Marrero asked Ramello if the City should participate in the tolling agreement. Ramello said he still needs to review the agreement and he will report back to the Council. Esposito asked if the reduced balance in IMET investments affects the City's returns. Marrero said the total balance should not impact the City's return on investment.

Marrero said with the current building project it is probably not a good idea to switch the investments over to SFAM. Marrero said she feels comfortable staying with IMET. Marrero said the City could transfer the investments to SFAM and receive the same rate of return as IMET. Ragucci said to hold off on making any changes until Ramello reports back regarding the tolling agreement. Vlach agreed on staying with IMET, and he does not feel the rate of return would be hurt due to the decreased total balance. The Council concurred to hold off on making any changes until more information is available.

3. Butterfield's Pancake House And Restaurant Proposed Liquor License

Ragucci referenced the proposed ordinance granting a liquor license to Butterfield's Pancake House and Restaurant. Ragucci said Butterfield's opened a couple of weeks ago and is a great addition to the City. The Council concurred to approve this during the reconvened meeting.

4. Proposed Text Amendments to the Zoning Code

Dragan referenced her memorandum regarding the proposed Zoning Code modifications. Dragan requested the Council to direct a public hearing before the Planning and Zoning Commission for the review of the proposed eight (8) text amendments detailed below. Dragan discussed the following text amendments.

1. Allow Outdoor dining areas in the B-3 General Retail District as a permitted use, instead of a special use, which means a public hearing would no longer be required.
2. Require a solid fence or wall screened at the height of the generator rather than imposing the six (6) feet fence or wall that is currently required. Dragan said the intent should be to cover the height of the generator.

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3. Require landscaping improvements for commercial properties when exterior remodeling of 50% or more of the existing floor plan is performed.
4. Allow for a building height of 25 feet for commercial properties in the B-1 Professional Office District instead of the current 15 feet maximum. Dragan noted this would encourage development along the east side of Summit Avenue.
5. Allow digital signs without increasing the area or number of permitted signs for a property.
6. Delete the regulations that currently prohibit the parking of vehicles with exterior tools or ladders on the driveway in the residential district.
7. Allow physical, occupational, and speech therapy on the first floor of a one (1) story building in the B-3 General Retail District. Dragan noted this will help Stelco and Midwest Office Center lease properties without a public hearing.
8. Prohibit businesses from keeping outside lights around the perimeter of the building and accessory structures except for the holiday season.

Dragan also referenced the memorandum from City Attorney Pacione recommending a text amendment to delete dental, orthodontists, and eye doctors from the definition of medical office use because these services would be more appropriate to be included in the definition of a professional office.

Discussion ensued and the Council concurred that in some cases the Building and Zoning Administrator may require safety fencing for outdoor dining areas. The Council also agreed that the generator fencing or wall structure should be a minimum of six (6) feet in height for aesthetics and noise reduction purposes. Ragucci stated he had no objections to any of the proposed changes.

The Council concurred to direct a public hearing before the Planning and Zoning Commission to discuss these changes.

5. Ordinance To Approve And Authorize The Execution Of A Material Purchase Order Between The City Of Oakbrook Terrace, Illinois And Cain Millwork, Inc. For Cabinets And Millwork (Bid Package 06B) For The New Police Facility And Renovation Of City Hall.

Ragucci referenced the draft ordinance and stated Cain Millwork, Inc. is the recommended vendor for a total cost of \$269,487. Dan Skiera of Harbour Contractors said this bid includes the cabinets, counter-tops, millwork for the Council Room, and shower stalls. The Council concurred to approve this item during the reconvened meeting.

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6. Mosquito Abatement Program Renewal

Ragucci referenced the renewal memorandum and noted the current price of \$15,746 will stay the same for the next three (3) years. Esposito asked about the timeframe for the treatments. Ward replied Clarke usually starts in April and the City still has one (1) treatment left on the current contract. Ward explained there is no set amount of treatments because it depends on when storms occur and typically the season goes into October. Ward said the treatments are typically done late at night between the hours of 1AM and 4AM. Esposito suggested placing information about the treatments in the *Terrace Leaves*. Ragucci said the City can place information about the abatement program in the *Terrace Leaves*.

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

7. Approval of Payout Number 21: Harbour Contractors

Ragucci referenced Harbour's application for payment number 21 in the amount of \$47,209.77 for construction management services for the new Police Facility and renovation of City Hall included in the agenda packet. The Council concurred to place this item on the next consent agenda.

8. Status Report Payout Number Three (3): Midwest Masonry, Inc For Masonry Assemblies.

Ragucci referenced Midwest Masonry's application for payment number three (3) in the amount of \$115,155 for masonry work for the new Police Facility and renovation of City Hall included in the agenda packet. The Council concurred to place this item on the next consent agenda.

9. Status Report Payout Number Three (3): Cameo Electric, Inc For Electrical.

Ragucci referenced Cameo Electric's application for payment number three (3) in the amount of \$19,134 for electrical services for the new Police Facility and renovation of City Hall included in the agenda packet. The Council concurred to place this item on the next consent agenda.

10. Status Report Payout Number Three (3): Unique Plumbing Co, Inc For Building Plumbing.

Ragucci referenced Unique Plumbing's application for payment number three (3) in the amount of \$9,676.57 for plumbing services for the new Police Facility and renovation of City Hall included in the agenda packet. The Council concurred to place this item on the next consent agenda.

**CITY OF OAKBROOK TERRACE
MINUTES OF THE REGULAR CITY COUNCIL AND
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11. Status Report Payout Number One (1): Champion Drywall, Inc.

Ragucci referenced Champion Drywall's application for payment number one (1) in the amount of \$233,447.40 for metal trusses and carpentry for the new Police Facility and renovation of City Hall included in the agenda packet. The Council concurred to place this item on the next consent agenda.

12. Status Report Payout Number One (1): Mercedes Section Five Installations, Inc.

Ragucci referenced Mercedes Section Five's application for payment number one (1) in the amount of \$23,400 for the installation of structural steel for the new Police Facility and renovation of City Hall included in the agenda packet. The Council concurred to place this item on the next consent agenda.

13. Status Report Payout Number One (1): Westside Mechanical.

Ragucci referenced Westside Mechanical's application for payment number one (1) in the amount of \$22,206.30 for HVAC services for the new Police Facility and renovation of City Hall included in the agenda packet. The Council concurred to place this item on the next consent agenda.

XII. COUNCIL MEMBER COMMENTS

Esposito said the new Police Station looks huge since the installation of the roof. Skiera said as soon as the weather improves the Council can tour the building. Thomas said ComEd is cutting down trees. Ragucci said hopefully it will be a great financial year for the City and things pick up.

XIII. CITY ATTORNEY RAMELLO

Ramello indicated the online travel lawsuit will not be considered a class action lawsuit. Ramello added the next step in the process is a motion for summary judgment and then damages against the online travel companies for their failure to pay the correct amount in taxes.

XIV. CITY CLERK GRECO

None.

XV. CITY ADMINISTRATOR MARRERO

None.

**CITY OF OAKBROOK TERRACE
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XVI. RECONVENE THE CITY COUNCIL MEETING

Motion to reconvene was made by Alderman Thomas and seconded by Alderman Swartz.

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

Motion passed.

XVII. NEW BUSINESS

1. **Ordinance No. 15-3: An Ordinance Increasing The Number Of Class "A" 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 (Butterfield's Oak Brook, LLC. d/b/a Butterfield's Pancake House and Restaurant).**

Motion To Approve Ordinance No. 15-3: An Ordinance Increasing The Number Of Class "A" 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 (Butterfield's Oak Brook, LLC. d/b/a Butterfield's Pancake House and Restaurant) was made by Alderman Przychodni and seconded by Alderman Esposito.

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

Motion passed.

2. **Ordinance 15-4: An Ordinance Authorizing The Issuance Of A Purchase Order To Cain Millwork, Inc. For Cabinets and Millwork (Bid Package 06B) For The New Police Station And City Hall Renovation Of City Hall For The City Of Oakbrook Terrace, Illinois.**

Motion To Approve Ordinance 15-4: An Ordinance Authorizing The Issuance Of A Purchase Order To Cain Millwork, Inc. For Cabinets and Millwork (Bid Package 06B) For The New Police Station And City Hall Renovation Of City Hall For The City Of Oakbrook Terrace, Illinois was made by Alderman Thomas and seconded by Alderman Vlach.

**CITY OF OAKBROOK TERRACE
MINUTES OF THE REGULAR CITY COUNCIL AND
COMMITTEE OF THE WHOLE MEETING
TUESDAY, JANUARY 13, 2015**

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

Motion passed.

ADJOURN

Motion to adjourn was made by Alderman Przychodni and seconded by Alderman Esposito at 8:10PM.

Motion carried unanimously.

Submitted,

Aileen Haslett
Recording Secretary

JAN 27 2015

CITY OF OAKBROOK TERRACE
Bills Payable Summary Report for January 27, 2015

Corporate Fund (01)		
Check Run	\$	123,878.97
Manual Check	\$	-
Corporate Fund Total	\$	123,878.97
Impact Donation Fund (02)		
Check Run	\$	-
Manual Check	\$	-
Impact Donation Fund Total	\$	-
Water Fund (03)		
Check Run	\$	36,443.86
Manual Check	\$	-
Water Fund Total	\$	36,443.86
SSA Debt Service Fund (04)		
Check Run	\$	802.50
Manual Check	\$	-
SSA Debt Service Fund Total	\$	802.50
Motor Fuel Tax Fund (05)		
Check Run	\$	9,711.89
Manual Check	\$	-
Motor Fuel Tax Fund Total	\$	9,711.89
2010 Debt Service Business District (08)		
Check Run	\$	-
Manual Check	\$	-
2010 Debt Service Business District (08)	\$	-
Capital Improvement Fund (09)		
Check Run	\$	508,678.86
Manual Check	\$	13,662.41
Capital Improvement Fund Total	\$	522,341.27
2012 Debt Service Business District (12)		
Check Run	\$	-
Manual Check	\$	-
2012 Debt Service Business District (12)	\$	-
Total Bills Payable	\$	693,178.49

CITY OF OAKBROOK TERRACE
MANUAL BILLS PAYABLE

January 27, 2015

<u>Account No.</u>	<u>Vendor</u>	<u>Description</u>	<u>Check No.</u>	<u>Date</u>	<u>Amount</u>
09-12-7146-00	ComEd	Application for main service - New Police Station	101002	1/15/2015	\$ 13,662.41

TOTAL **\$13,662.41**

Accounts Payable

Computer Check Proof List by Vendor

User: dmark

Printed: 01/23/2015 - 10:45AM

Batch: 00005.01.2015



CITY OF OAKBROOK TERRACE
 179273 BUTTERFIELD ROAD
 OAKBROOK TERRACE, IL 60181
 630.941.8300

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: Afac	American Family Life Assurance Company of C				
377143	Monthly premium for January 2015	1,685.50	01/28/2015	Check Sequence: 1 01-00-1595-00	ACH Enabled: False
	Check Total:	1,685.50			
Vendor: Ander	Anderson Pest Solutions				
3211749	Pest control services for City Hall - January 2015	51.00	01/28/2015	Check Sequence: 2 01-04-5770-00	ACH Enabled: False
	Check Total:	51.00			
Vendor: BankNYM	The Bank of New York Mellon				
252-1838299	Administration Fees for 2006 Bond Series	802.50	01/28/2015	Check Sequence: 3 04-12-5600-00	ACH Enabled: False
252-1838328	Paying Agent Fee for 2010 Bond Series	802.50	01/28/2015	03-12-5600-00	
	Check Total:	1,605.00			
Vendor: Bi-State	Bi-State Business Solutions				
INV54445	Annual maintenance contract for folding/stuffing	472.00	01/28/2015	Check Sequence: 4 03-12-5600-00	ACH Enabled: False
	Check Total:	472.00			
Vendor: Blue	Blue Cross/Shield of Illinois				
054349	Monthly premium for February 2015	657.62	01/28/2015	Check Sequence: 5 01-11-4530-00	ACH Enabled: False
054349	Monthly premium for February 2015	5,323.85	01/28/2015	01-01-4530-00	
054349	Monthly premium for February 2015	10,241.45	01/28/2015	01-02-4530-01	
054349	Monthly premium for February 2015	6,739.48	01/28/2015	01-02-4535-02	
054349	Monthly premium for February 2015	23,014.81	01/28/2015	01-02-4535-03	
054349	Monthly premium for February 2015	2,665.81	01/28/2015	01-02-4535-04	
054349	Monthly premium for February 2015	3,765.05	01/28/2015	01-03-4530-00	
054349	Monthly premium for February 2015	3,126.47	01/28/2015	01-04-4530-00	
054349	Monthly premium for February 2015	1,276.70	01/28/2015	01-05-4530-00	
054349	Adjustment to monthly premium for January 2015	-724.12	01/28/2015	01-11-4530-00	
054349	Monthly premium for February 2015	4,422.67	01/28/2015	03-12-4530-00	
054349	Monthly premium for February 2015	1,392.23	01/28/2015	01-02-4535-05	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
054349	Monthly premium for February 2015	1,560.27	01/28/2015	01-00-1590-00	
	Check Total:	63,462.29			
Vendor: burke	Christopher Burke Engineering			Check Sequence: 6	ACH Enabled: False
120167	Eng. services for residential street lights - 11/30-	474.50	01/28/2015	09-12-7190-01	
120167	Eng. services for Curb & Gutter Project - 11/30-	364.50	01/28/2015	09-12-7143-00	
120168	Stormwater engineering 11/30/14 - 12/31/14	1,154.30	01/28/2015	01-03-5604-00	
	Check Total:	1,993.30			
Vendor: Callone	Call One			Check Sequence: 7	ACH Enabled: False
1010-7936-0000	Service 01/15/15 - 02/14/15	100.28	01/28/2015	01-04-5665-00	
1010-7936-0000	Service 01/15/15 - 02/14/15	275.77	01/28/2015	01-03-5665-00	
1010-7936-0000	Service 01/15/15 - 02/14/15	656.84	01/28/2015	01-02-5665-00	
1010-7936-0000	Service 01/15/15 - 02/14/15	160.45	01/28/2015	01-11-5665-00	
1010-7936-0000	Service 01/15/15 - 02/14/15	160.45	01/28/2015	01-05-5665-00	
1010-7936-0000	Service 01/15/15 - 02/14/15	651.83	01/28/2015	01-01-5665-00	
1010-8021-0001	Service 01/15/15 - 02/14/15	126.32	01/28/2015	03-12-5665-00	
1010-8050-0001	Service 01/15/15 - 02/14/15	308.59	01/28/2015	01-04-5665-00	
1010-8050-0001	Service 01/15/15 - 02/14/15	308.59	01/28/2015	03-12-5665-00	
	Check Total:	2,749.12			
Vendor: Cameo	Cameo Electric Inc.			Check Sequence: 8	ACH Enabled: False
	Electrical Services for New Police Station - Payc	19,134.00	01/28/2015	09-12-7146-00	
	Check Total:	19,134.00			
Vendor: CaseLots	Case Lots, Inc.			Check Sequence: 9	ACH Enabled: False
3040	Sidewalk salt	828.10	01/28/2015	05-12-6134-00	
	Check Total:	828.10			
Vendor: CCRRN	Child Care Resource & Referral Network			Check Sequence: 10	ACH Enabled: False
	Re-cert for child safety officers - O'Brien & Sluz	50.00	01/28/2015	01-02-5605-00	
	Check Total:	50.00			
Vendor: CentSalt	Central Salt LLC			Check Sequence: 11	ACH Enabled: False
207016	20.45 tons of rock salt	1,685.28	01/28/2015	05-12-6134-00	
207234	64.95 tons of rock salt	5,352.53	01/28/2015	05-12-6134-00	
207492	22.40 tons of rock salt	1,845.98	01/28/2015	05-12-6134-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	8,883.79			
Vendor: Chada	Michael Chada Plumbing inspections 01/08/15 - 01/12/15	200.00	01/28/2015	Check Sequence: 12 01-03-5600-00	ACH Enabled: False
	Check Total:	200.00			
Vendor: Champion	Champion Drywall, Inc. Metal trusses & carpentry for New Police Station	233,447.40	01/28/2015	Check Sequence: 13 09-12-7146-00	ACH Enabled: False
	Check Total:	233,447.40			
Vendor: Chicom	Chicago Communications, LLC Maintenance agreement billing for Feb. 2015	90.50	01/28/2015	Check Sequence: 14 01-02-5660-00	ACH Enabled: False
267787	Check Total:	90.50			
Vendor: ChiTest	Chicago Testing Laboratory, Inc. Concrete slab masonry mortar testing for New P	3,102.00	01/28/2015	Check Sequence: 15 09-12-7146-00	ACH Enabled: False
14EG42403	Check Total:	3,102.00			
Vendor: cintas	Cintas Corporation #769 City Hall / B&Z floor mats	59.21	01/28/2015	Check Sequence: 16 01-04-5770-00	ACH Enabled: False
769526401	City Hall / B&Z floor mats	59.21	01/28/2015	01-04-5770-00	
769529891	Check Total:	118.42			
Vendor: CintasCo	Cintas Corporation First-aid cabinet replenishment	38.99	01/28/2015	Check Sequence: 17 01-04-5770-00	ACH Enabled: False
8401917080	First-aid cabinet replenishment	139.17	01/28/2015	01-04-5770-00	
8401917378	Check Total:	178.16			
Vendor: collins	Mark Collins Business license inspections 12/22/14 - 01/02/15	775.00	01/28/2015	Check Sequence: 18 01-11-5603-00	ACH Enabled: False
	Property maint. & rental inspections 12/22/14 - C	725.00	01/28/2015	01-03-5612-00	
	Check Total:	1,500.00			
Vendor: comcast	Comcast Service 01/19/15 - 02/18/15	8.43	01/28/2015	Check Sequence: 19 01-11-5668-00	ACH Enabled: False
877120090000005	Service 01/14/15 - 02/13/15	107.85	01/28/2015	01-11-5668-00	
877120090001058					

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	116.28			
Vendor: ComEd	Com Ed			Check Sequence: 20	ACH Enabled: False
0553088038	Service 12/02/14 - 01/06/15	48.72	01/28/2015	01-04-5758-00	
0885008033	Service 12/02/14 - 01/06/15	347.21	01/28/2015	03-12-5758-00	
0978068021	Service 12/03/14 - 01/07/15	490.80	01/28/2015	03-12-5758-00	
1106417002	Service 12/02/14 - 01/05/15	77.87	01/28/2015	01-04-5760-00	
1839041110	Service 12/02/14 - 01/06/15	373.67	01/28/2015	01-04-5758-00	
1998102034	Service 12/03/14 - 01/07/15	321.18	01/28/2015	03-12-5758-00	
	Check Total:	1,659.45			
Vendor: ComEd3	ComEd			Check Sequence: 21	ACH Enabled: False
6873064018	Credit taken for overpayment on 12/04/14 invoice	-941.59	01/28/2015	01-04-5760-00	
6873064018	Service 12/03/14 - 01/06/15	1,095.29	01/28/2015	01-04-5760-00	
	Check Total:	153.70			
Vendor: crystal	Crystal Mgmt. Maintenance Serv			Check Sequence: 22	ACH Enabled: False
22555	Custodial services for City Hall & B&Z - Jamaa	1,401.00	01/28/2015	01-04-5770-00	
	Check Total:	1,401.00			
Vendor: CTCorp	Current Technologies Corp			Check Sequence: 23	ACH Enabled: False
5076	SAN software for City Hall & disaster recovery :	7,664.29	01/28/2015	09-12-7110-04	
5109	Final payout - City Hall & disaster recovery serv	9,789.34	01/28/2015	09-12-7110-04	
	Check Total:	17,453.63			
Vendor: daily	Daily Herald Paddock Publications, Inc.			Check Sequence: 24	ACH Enabled: False
T4394015	Legal notice for public hearing case #15-10	211.60	01/28/2015	01-03-5725-00	
	Check Total:	211.60			
Vendor: demcif	DuPage County Major Crimes Task Force			Check Sequence: 25	ACH Enabled: False
	Annual dues	500.00	01/28/2015	01-02-5611-00	
	Check Total:	500.00			
Vendor: DPCVB	DuPage Cnv. & Visitors Bureau			Check Sequence: 26	ACH Enabled: False
2099	Hotel advertising and marketing campaign	27,422.05	01/28/2015	01-06-5620-00	
	Check Total:	27,422.05			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: dupchief	DuPage County Chiefs of Police Assoc. 2015 Annual dues	50.00	01/28/2015	Check Sequence: 27 01-02-5610-00	ACH Enabled: False
	Check Total:	50.00			
Vendor: DWC 10756	DuPage Water Commission 6,145,000 gallons of water purchased	27,031.25	01/28/2015	Check Sequence: 28 03-12-5845-00	ACH Enabled: False
	Check Total:	27,031.25			
Vendor: elevator 49517	Elevator Inspection Service Co Elevator Inspection Services 01/08/15	80.00	01/28/2015	Check Sequence: 29 01-03-5600-00	ACH Enabled: False
	Check Total:	80.00			
Vendor: FOP	Fraternal Order of Police Contributions for the month of December 2014	1,071.90	01/28/2015	Check Sequence: 30 01-00-2145-00	ACH Enabled: False
	Check Total:	1,071.90			
Vendor: Harbour 2724	Harbour Contractor's, Inc Construction Management Services - New Polici	47,209.77	01/28/2015	Check Sequence: 31 09-12-7146-00	ACH Enabled: False
	Check Total:	47,209.77			
Vendor: hawkins 3679075	Hawkins, Inc. Chlorine cylinder	10.00	01/28/2015	Check Sequence: 32 03-12-5655-00	ACH Enabled: False
	Check Total:	10.00			
Vendor: ISOS	Illinois Secretary of State Title fee for seized Suzuki motorcycle	95.00	01/28/2015	Check Sequence: 33 01-02-5705-00	ACH Enabled: False
	Check Total:	95.00			
Vendor: jesse	Jesse White Sec. of State License Renewal Renew plate sticker for squad #12	101.00	01/28/2015	Check Sequence: 34 01-02-5705-00	ACH Enabled: False
	Check Total:	101.00			
Vendor: julie 2015-1236	JULIE, INC. Annual locate fees	1,673.41	01/28/2015	Check Sequence: 35 03-12-5668-00	ACH Enabled: False
	Check Total:	1,673.41			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: library	Villa Park Public Library			Check Sequence: 36	ACH Enabled: False
	4 Family Rates & 2 Apartment Rates - Dec. 2014	1,369.60	01/28/2015	01-01-5785-00	
	6 Family Rates & 2 Apartment Rates - Nov. 2014	1,854.72	01/28/2015	01-01-5785-00	
	Check Total:	3,224.32			
Vendor: LinNat	Lincoln National Life Ins Co			Check Sequence: 37	ACH Enabled: False
2937331190	Monthly premium for February 2015	69.75	01/28/2015	01-01-4550-00	
2937331190	Monthly premium for February 2015	110.25	01/28/2015	01-02-4550-01	
2937331190	Monthly premium for February 2015	48.75	01/28/2015	01-02-4550-04	
2937331190	Monthly premium for February 2015	75.75	01/28/2015	01-04-4550-00	
2937331190	Monthly premium for February 2015	17.75	01/28/2015	01-11-4550-00	
2937331190	Monthly premium for February 2015	34.00	01/28/2015	03-12-4550-00	
2937331190	Monthly premium for February 2015	77.25	01/28/2015	01-02-4550-02	
2937331190	Monthly premium for February 2015	255.00	01/28/2015	01-02-4550-03	
2937331190	Monthly premium for February 2015	42.75	01/28/2015	01-03-4550-00	
	Check Total:	731.25			
Vendor: m&em	M & M Reporting, Inc.			Check Sequence: 38	ACH Enabled: False
55053	Court reporter for case #15-10	405.00	01/28/2015	01-03-5725-00	
	Check Total:	405.00			
Vendor: Mercedes	Mercedes Section Five Installations			Check Sequence: 39	ACH Enabled: False
4526	Installation of structural & misc. steel for New P	23,400.00	01/28/2015	09-12-7146-00	
	Check Total:	23,400.00			
Vendor: Midmas	Midwest Masonry			Check Sequence: 40	ACH Enabled: False
	Masonry for New Station - Payout #3	115,155.00	01/28/2015	09-12-7146-00	
	Check Total:	115,155.00			
Vendor: MinoltaC	Konica Minolta Business Soluti			Check Sequence: 41	ACH Enabled: False
9001062589	Copies 12/05/14 - 01/04/15	157.67	01/28/2015	01-01-5660-00	
	Check Total:	157.67			
Vendor: Mod	Modspace			Check Sequence: 42	ACH Enabled: False
501011278	Monthly trailer storage rental 01/19/15 - 02/18/15	273.90	01/28/2015	09-12-7146-00	
	Check Total:	273.90			
Vendor: Morpho	MorphoTrak, Inc			Check Sequence: 43	ACH Enabled: False
		273.90			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
124103	LiveScan Maintenance & Support: Agreement 05	5,568.75	01/28/2015	01-00-1820-00	
124103	LiveScan Maintenance & Support: Agreement 02	1,856.25	01/28/2015	01-02-5660-00	
	Check Total:	7,425.00			
Vendor: MuntClrk2	Municipal Clerks of DuPage County C/O Cindy			Check Sequence: 44	ACH Enabled: False
	Dinner meeting 02/04/15 - Greco & Downer	50.00	01/28/2015	01-01-5615-00	
	Check Total:	50.00			
Vendor: MyCar	My Car Wash			Check Sequence: 45	ACH Enabled: False
626368	7 Washes 08/01/14 - 12/31/14	38.50	01/28/2015	01-02-5663-00	
	Check Total:	38.50			
Vendor: myers	Myers Tire Supply			Check Sequence: 46	ACH Enabled: False
51200180	Tire weights	120.45	01/28/2015	01-04-5663-00	
	Check Total:	120.45			
Vendor: NEMRT	N E Multi-Regional Training			Check Sequence: 47	ACH Enabled: False
190730	Training for school resource officer - DeMario	150.00	01/28/2015	01-02-5605-00	
	Check Total:	150.00			
Vendor: OdgeenLin	Ogden Lincoln Inc.			Check Sequence: 48	ACH Enabled: False
52555	Repair to car #3	209.86	01/28/2015	01-02-5663-00	
	Check Total:	209.86			
Vendor: oherren	Ray O'Herron Co. Inc.			Check Sequence: 49	ACH Enabled: False
1473710-IN	Uniform shirts/misc. items & flashlight for Plum	247.80	01/28/2015	01-02-5715-00	
1473711-IN	Uniforms, boots, gloves, & radio holder for Fiori	655.90	01/28/2015	01-02-5715-00	
1473972-IN	Flashlight for DeMario	159.99	01/28/2015	01-02-5715-00	
1474011-IN	Boots for DeMario	128.69	01/28/2015	01-02-5715-00	
	Check Total:	1,192.38			
Vendor: patten	Patten Industries, Inc.			Check Sequence: 50	ACH Enabled: False
P50C0885336	Seal o-rings for T-5	25.97	01/28/2015	01-04-5663-00	
	Check Total:	25.97			
Vendor: regtrek	Regional Truck Equipment Co			Check Sequence: 51	ACH Enabled: False
193746	Plow repair for truck #W-1	350.73	01/28/2015	01-04-5663-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	350.73			
Vendor: snapon 24645826	Snap-on Industrial Hex drive tools	256.99	01/28/2015	Check Sequence: 52 01-04-6190-00	ACH Enabled: False
	Check Total:	256.99			
Vendor: speer d11/14-27	Speer Financial, Inc. Prof. services for continuing disclosure requirement	982.40	01/28/2015	Check Sequence: 53 01-11-5600-00	ACH Enabled: False
	Check Total:	982.40			
Vendor: Spring 134149	Service Spring Co., Inc. Spring repair for T-5	1,618.23	01/28/2015	Check Sequence: 54 01-04-5663-00	ACH Enabled: False
	Check Total:	1,618.23			
Vendor: subdoor IN456344	Suburban Door Check & Lock Service, Inc. Additional money due for key cutting ref. #9025	12.00	01/28/2015	Check Sequence: 55 01-04-6190-00	ACH Enabled: False
	Check Total:	12.00			
Vendor: subtrail 52148	Sub-Trailer Service LED lights	38.85	01/28/2015	Check Sequence: 56 01-04-5663-00	ACH Enabled: False
	Check Total:	38.85			
Vendor: SunTimes 278326	Sun-Times Media Advertisement for Police Officer Testing	7.20	01/28/2015	Check Sequence: 57 01-10-5620-00	ACH Enabled: False
	Check Total:	7.20			
Vendor: transchi 1523879	Trans Chicago Truck Group Brake line for T-5	107.07	01/28/2015	Check Sequence: 58 01-04-5663-00	ACH Enabled: False
	Check Total:	107.07			
Vendor: UB*00205	MARK CHELLBERG Refund Check	75.00	01/12/2015	Check Sequence: 59 03-00-2010-00	ACH Enabled: False
	Check Total:	75.00			
Vendor: UB*00206	JOSEPH RIMICCI Refund Check	63.24	01/12/2015	Check Sequence: 60 03-00-2010-00	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	63.24			
Vendor: UB*00207	EVELYN JANICEK			Check Sequence: 61	ACH Enabled: False
	Refund Check	2.57	01/13/2015	03-00-2010-00	
	Check Total:	2.57			
Vendor: UB*00208	STEVEN & NANCY KARI			Check Sequence: 62	ACH Enabled: False
	Refund Check	48.60	01/15/2015	03-00-2010-00	
	Check Total:	48.60			
Vendor: UB*00209	DEREK SCHOENEMAN			Check Sequence: 63	ACH Enabled: False
	Refund Check	110.21	01/15/2015	03-00-2010-00	
	Check Total:	110.21			
Vendor: UB*00210	ARNOLD & SHIRLEY SCHUMACHER			Check Sequence: 64	ACH Enabled: False
	Refund Check	50.00	01/15/2015	03-00-2010-00	
	Check Total:	50.00			
Vendor: Unique	Unique Plumbing Co., Inc.			Check Sequence: 65	ACH Enabled: False
213427	Plumbing Services for New Police Station - Pay	9,676.57	01/28/2015	09-12-7146-00	
	Check Total:	9,676.57			
Vendor: usablue	USA Blue Book			Check Sequence: 66	ACH Enabled: False
538589	Salt spreader	140.60	01/28/2015	01-04-6190-00	
	Check Total:	140.60			
Vendor: V.Wire	Verizon Wireless			Check Sequence: 67	ACH Enabled: False
9738057913	Service 01/02/15 - 02/01/15	494.27	01/28/2015	01-02-5668-00	
9738167183	New phone & case - D. Mark	444.97	01/28/2015	01-11-6130-00	
9738167183	Memory card - C. Ward	79.99	01/28/2015	01-04-6130-00	
9738167183	New phone & case - M. Sarallo	444.98	01/28/2015	01-01-6130-00	
9738167183	Service 01/02/15 - 02/01/15	38.01	01/28/2015	01-02-5668-00	
9738167183	Service 01/02/15 - 02/01/15	114.13	01/28/2015	01-04-5668-00	
9738167183	Service 01/02/15 - 02/01/15	190.81	01/28/2015	01-01-5668-00	
9738167183	Service 01/02/15 - 02/01/15	18.02	01/28/2015	01-05-5668-00	
9738167183	Service 01/02/15 - 02/01/15	54.31	01/28/2015	03-12-5668-00	
9738167183	Service 01/02/15 - 02/01/15 (Includes Incentive	-25.07	01/28/2015	01-02-5668-00	
9738167183	Service 01/02/15 - 02/01/15 (Includes Incentive	-1.25	01/28/2015	01-03-5668-00	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
9738167183	Service 01/02/15 - 02/01/15	91.60	01/28/2015	01-11-5668-00	
9738167183	Service 01/02/15 - 02/01/15	27.65	01/28/2015	01-02-5668-00	
	Check Total:	1,972.42			
Vendor: valvolin	Ashland/Valvoline			Check Sequence: 68	ACH Enabled: False
131040660	Bulk oil	1,163.93	01/28/2015	01-04-5663-00	
131045392	Bulk oil for squads	2,288.86	01/28/2015	01-02-5663-00	
	Check Total:	3,452.79			
Vendor: westmech	Westside Mechanical, Inc.			Check Sequence: 69	ACH Enabled: False
2053	HVAC Contractor for New Police Station - Payo	22,206.30	01/28/2015	09-12-7146-00	
	Check Total:	22,206.30			
Vendor: westoffi	West Suburban Office Products			Check Sequence: 70	ACH Enabled: False
162251	Re-inkable stamp	6.62	01/28/2015	01-02-6130-00	
162395	Legal pads & post-it notes	41.41	01/28/2015	01-02-6120-00	
162397	Expandable file folders for admin tows	71.24	01/28/2015	01-02-6126-00	
162475	Storage boxes	137.79	01/28/2015	01-01-6130-00	
5249CM	Credit for sheet protectors returned INV #16125	-43.96	01/28/2015	01-03-6120-00	
	Check Total:	213.10			
Vendor: Willaims	Williams Architects			Check Sequence: 71	ACH Enabled: False
0016176	Construction Administration by Architect for Ne	16,781.29	01/28/2015	09-12-7146-00	
	Check Total:	16,781.29			
Vendor: Wolf	Wolf & Company, LLP			Check Sequence: 72	ACH Enabled: False
121430	Final billing for FY 2014 Police Pension	1,500.00	01/28/2015	01-00-1575-00	
121430	Final billing for FY 2014 Police Pension	1,500.00	01/28/2015	01-11-5600-00	
	Check Total:	3,000.00			
	Total for Check Run:	679,516.08			
	Total of Number of Checks:	72			

JAN 27 2015



CITY OF OAKBROOK TERRACE
Department Payroll Summary Report for December 2014

Executive Administration	\$	31,504.75
Police Administration	\$	64,456.29
Police Sergeants	\$	49,602.62
Police Officers	\$	141,212.53
Police Investigations	\$	28,423.44
Police Court Time / Stand-by	\$	6,625.09
Building & Zoning	\$	24,856.44
P&Z Commission	\$	450.00
Public Services - Streets	\$	23,461.80
Special Events	\$	896.60
Police Commission	\$	225.00
Finance	\$	7,970.89
General Fund Total	\$	379,685.45
Public Services - Water	\$	29,912.14
Water Fund Total	\$	29,912.14
Snow Duties	\$	153.32
Motor Fuel Tax Fund Total	\$	153.32
Total Gross Payroll		\$ 409,750.91



City Treasurer's Report Dec-14

CORPORATE FUND	BALANCE November 30, 2014	RECEIVED	DISBURSED	BALANCE December 31, 2014	INTEREST RATE
PAYROLL	\$18,911	\$386,200	\$383,334	\$21,776	
CHECKING/SAVINGS					
Interfund Transfers		\$573,031	593,203		
Revenue/Expenditures		\$721,903	\$1,786,948		
Checking/MM Total	\$4,374,754	\$1,294,934	\$2,380,150	\$3,289,537	0.100%
DUI TECH FEE ACCT	\$86,845	\$15	\$15	\$86,846	
STATE FORFEITURE	\$915	\$0		\$915	
FEDERAL FORFEITURE	\$2,131	\$0	\$0	\$2,131	
IMET	\$295,622	\$74		\$295,696	
FUEL SYSTEM REPLACEMENT	\$31,227	\$8,144	\$0	\$39,371	0.100%
CHARLES SCHWAB 2022-6902	\$1,284,853	\$3,775	\$3,246	\$1,285,381	
CORPORATE TOTAL	\$6,095,257	\$1,693,142	\$2,766,746	\$5,021,653	
IMPACT/DONATION FUND					
HARRIS CHECKING	\$5,431	\$1	\$1,400	\$4,032	0.100%
IMET	\$395,161	\$100		\$395,260	
IMPACT/DONATION FUND TOTAL	\$400,592	\$101	\$1,400	\$399,293	
CAPITAL IMPROVEMENTS					
MONEY MARKET (HARRIS)	\$1,343,008	\$138,943	\$568,547	\$913,404	0.100%
CHARLES SCWAB 5909-3614	\$1,645,686	\$3,064	\$88,432	\$1,560,319	
IMET	\$3,699,280	\$932		\$3,700,212	
CAPITAL IMPROVEMENT TOTAL	\$6,687,974	\$142,939	\$656,980	\$6,173,934	
MOTOR FUEL TAX FUND					
MONEY MARKET (HARRIS)	\$460,795	\$4,729		\$465,524	0.100%
MFT TOTAL	\$460,795	\$4,729	\$0	\$465,524	
BUSINESS DISTRICT #1					
2010 BUS. DIST. DEBT SERVICE	\$161,963	\$39,240		\$201,202	
2012 BUS. DIST. DEBT SERVICE	\$39,328	\$31,491		\$70,819	
BUSINESS DISTRICT TOTAL	\$201,291	\$70,730	\$0	\$272,021	
SSA DEBT SERVICE FUND					
HARRIS	\$2,033	\$18	\$20	\$2,032	
SSA DEBT SERVICE TOTAL	\$2,033	\$18	\$20	\$2,032	
WATER					
MONEY MARKET (HARRIS)	\$122,829	\$52,209	\$21,496	\$153,541	0.100%
ESCROW ACCT.	\$32,519	\$319	\$19	\$32,819	
WATER TOTAL	\$155,348	\$52,528	\$21,516	\$186,360	
ALL FUNDS TOTALED	\$14,003,290	\$1,964,187	\$3,446,661	\$12,520,817	
NET INCREASE(DECREASE)		\$ (1,482,473)			

* Multiple Securities Purchased Having Various Interest Rates

Prepared By,
Amy Marrero, Treasurer

JAN 27 2015

ORDINANCE NO. 15 - 5

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE CITY OF OAKBROOK TERRACE AND CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC. FOR MOSQUITO ABATEMENT SERVICES FOR THE CITY OF OAKBROOK TERRACE, ILLINOIS

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

WHEREAS, the corporate authorities of the City have determined that funds are available and that it is necessary, desirable and in the best interests of the residents and businesses of the City for the City to contract for mosquito abatement services (the "Services");

WHEREAS, Clarke Environmental Mosquito Management, Inc. is in the business of and has experience with providing the Services required by the City; and

WHEREAS, 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 advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids and enter an agreement with Clarke Environmental Mosquito Management, Inc. to provide the Services for the City;

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

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

Section 2. It is hereby determined 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 advertising for competitive bids, waive the procedure prescribed for the submission of competitive bids and enter an agreement with Clarke Environmental Mosquito Management, Inc. to provide the Services for the City, a copy of which is attached hereto, identified as Exhibit "A" and made a part hereof.

Section 3. The Mayor shall be and is hereby authorized and directed to execute on behalf of the City and the City Clerk shall be and is hereby authorized and directed to attest the attached agreement with Clarke Environmental Mosquito Management, Inc. to provide the Services for the City.

Section 4. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, expressly repealed.

Section 5. 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 27th day of January 2015, pursuant to a roll call vote as follows:

AYES: _____

NAYES: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 27th day of January 2015.

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

ATTESTED and filed in my office,
this 27th day of January 2015.

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

Exhibit "A"

Mosquito Abatement Services Contract

MOSQUITO ABATEMENT SERVICES CONTRACT

BY AND BETWEEN THE

CITY OF OAKBROOK TERRACE, DUPAGE COUNTY, ILLINOIS

AND

CLARKE ENVIRONMENTAL MOSQUITO MANAGEMENT, INC.

**CITY OF OAKBROOK TERRACE
17W275 BUTTERFIELD ROAD
OAKBROOK TERRACE, ILLINOIS 60181**

**AMY L. MARRERO, CITY ADMINISTRATOR
630) 941-8300**

CITY OF OAKBROOK TERRACE, DUPAGE COUNTY, ILLINOIS

MOSQUITO ABATEMENT SERVICES CONTRACT

This Contract made this __ day of January 2015 between the City of Oakbrook Terrace, Illinois, an Illinois municipal corporation, (the "City"), and Clarke Environmental Mosquito Management, Inc., an Illinois corporation, (the "Contractor"), for mosquito abatement services for the City of Oakbrook Terrace, Illinois.

In consideration of the mutual terms and covenants set forth in this Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

ARTICLE 1. DEFINITIONS

Wherever in the Contract the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

1.1 City. The City of Oakbrook Terrace, Illinois.

1.2 City Administrator. The City of Oakbrook Terrace, Illinois, City Administrator.

1.3 Contract. The written Agreement between the City and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work, the furnishing of labor and materials required to complete the Work in an acceptable manner, including authorized extensions thereof and the basis of payment.

1.4 Contractor. The individual, firm, partnership, joint venture, or corporation contracting with the City for performance of prescribed Work.

1.5 Equipment. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

1.6 Extra Work. An item of Work not provided for in the Contract as awarded but found essential and germane to the satisfactory completion of the Contract within its intended scope as determined by the City Administrator.

1.7 Materials. Any substances specified for use in the performing the Work.

1.8 Director of Public Services. The City of Oakbrook Terrace Director of Public Services, acting as the authorized representative of the City of Oakbrook Terrace City Administrator.

1.9 Work. Work shall mean the furnishing of all labor, materials, tools, equipment, and other incidentals necessary or convenient to the successful performance of the obligations undertaken by the Contractor under the terms of the Contract.

ARTICLE 2. THE WORK

2.1 Intent of the Contract. The intent of the Contract is to prescribe a complete outline of Work which the Contractor undertakes to do in full compliance with the terms of the Contract. The Contractor shall perform all Work and such additional, extra, and incidental Work as may be necessary to complete the Work. The Contractor shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the Contract.

2.2 The Work. For and in consideration of the payments to be made by the City to the Contractor, the Contractor shall perform the Work set forth in this Contract in compliance with all of the terms and the requirements of this Contract and with any Change Orders executed by the City and the Contractor after execution of this Contract.

2.2.1 General Services

2.2.1.1 Aerial Survey and Geographic Information System (GIS) Mapping

2.2.1.2 Computer System and Record Keeping Database

2.2.1.3 Public Relations and Educational Brochures

2.2.1.4 Mosquito Hotline Citizen Response System – (800) 942-2555

2.2.1.5 Comprehensive Insurance Coverage naming the City of Oakbrook Terrace as *additionally insured*

2.2.1.6 Program Consulting and Quality Control Staff

2.2.1.7 Monthly Operational Reports, Periodic Advisories, and Annual Report

2.2.1.8 Regulatory compliance on local, state, and federal levels

2.2.2 Surveillance and Monitoring

2.2.2.1 Floodwater Mosquito Migration Model. The use of weather data and computer model to predict the arrival of *Aedes vexans* brood hatch and peak annoyance periods. The Contractor will contact the Director of Public Services of an impending brood arrival.

2.2.2.2 Adult Mosquito Population Surveillance:

2.2.2.2.1 Clarke New Jersey Light Trap Network: to monitor and evaluate adult mosquito activity.

2.2.2.2.2 Gravid Trap: Information from DuPage County Health Department

2.2.2.3 Weather Monitoring - Operational Forecasts

2.2.3 Larval Control

2.2.3.1 Targeted Mosquito Management System (TMMSTM) computer database and site management.

2.2.3.2 Larval Site Monitoring: Nine (9) inspections:

2.2.3.2.1 Three (3) complete inspections of up to 56 sites

2.2.3.2.2. Six (6) targeted inspections of up to 41 historical breeding areas

2.2.3.2.3. Inspections of standing water sites called in by residents on the Mosquito Hotline.

2.2.3.3 Prescription Larval Control with VectoLex® *Bacillus sphaericus*), VectoBaC® *Bacillus thuringiensis israelensis* – (Bti), Abate®, and Altosid® products.

2.2.3.4 Helicopter Treatment:

2.2.3.4.1 Helicopter Prehatch: Three (3) treatments with 5% Abate® of up to 12 acres for floodwater mosquito control.

2.2.3.5 Stocking of 1,000 mosquitofish (*Gambusia affinis*) for biological control.

2.2.3.6 Catch Basin Control:

2.2.3.6.1 Catch Basins: Three (3) treatments of up to 600 street side catch basins, inlets and manholes with Altosid® 30-day sustained slow release insecticide.

2.2.4 Adult Control

2.2.4.1 Adulticiding in mosquito harborage areas:

2.2.4.1.1 Scheduled truck Ultra Low Volume (ULV) treatments with a synthetic pyrethroid insecticide for any community special events

2.2.4.2 Adulticiding in Residential Areas:

2.2.4 .2 .1 Eight (8) community-wide truck ultra-low volume (ULV) treatments of a route of up to 17 miles of streets with Mercus®, a botanical insecticide or comparable insecticide substitute.

2.2.4 .3 Adulticiding Operational Procedures:

2.2.4 .3.1 Notification of community contact.

2.2.4 .3.2 Weather limit monitoring and compliance.

2.2.4 .3.3 Notification of residents on Clarke Call Notification List.

2.2.4 .3.4 ULV particle size evaluation.

2.2.4 .3.5 Insecticide dosage and quality control analysis.

2.3 Alterations, Cancellations, Extensions, Deductions and Extra Work. The City reserves the right to make, in writing, at any time during the Work, changes or alterations in the Work and the performance of Extra Work to satisfactorily complete the Work. The Work may be increased, decreased or omitted. Such changes, alterations and Extra Work shall not invalidate the Contract. The Contractor shall perform the Work as altered. If the alterations or changes significantly change the character of the Work under the Contract, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the Work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the City Administrator may determine to be fair and equitable.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the City Administrator before Work is started. Such authorizations shall set up the items of Work involved and the method of payment for each item. Under no circumstances shall the Contractor undertake Extra Work without notification to the City Administrator and receipt of written authorization as provided herein. Claims for Extra Work which have not been authorized in writing by the City Administrator will be rejected.

ARTICLE 3. CONTRACT TERM AND RENEWAL

3.1 This Contract is effective when it is executed by both the City and the Contractor and continues in effect for one (1) year from the effective date. The term of this Contract may, at the option of the City, be renewed for two (2) additional one-year periods provided that the City appropriates an amount in subsequent years sufficient to pay the amounts due under this Contract.

ARTICLE 4. CONTRACT REQUIREMENTS

4.1 Familiarity with Contract Requirements. Prior to execution of the Contract, the Contractor:

4.1.1 Shall carefully examine the provisions of the Contract, inspect in detail the site of the proposed Work, investigate and become familiar with all the local conditions affecting the Contract and become fully acquainted with the detailed requirements of the Work;

4.1.2 Conclusively assures and warrants to the City that the Contractor has made these examinations and that the Contractor understands all requirements for the performance of the Work;

4.1.3 Shall be responsible for all errors or additional costs resulting from the Contractor's failure or neglect to make these examinations or gain an understanding of the Contract requirements; and

4.1.4 Shall be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the Contractor to make these examinations or gain an understanding of the Contract requirements.

4.2 Certifications. The executed Contract shall be accompanied by a Contractor's Certification in the form provided by the City. The Contractor shall certify the following:

4.2.1 Illinois Taxes. The Contractor shall certify that, if it is a partnership, it is not and its general partners are not, 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 not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.

4.2.2 Bid Rigging. The Contractor shall certify that, if it is a partnership, it has not and its general partners have not, 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 have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

4.2.3 Drug-free Workplace. The Contractor shall certify that it will provide a drug-free workplace by:

4.2.3.1 Publishing a statement:

4.2.3.1.1 Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace;

4.2.3.1.2 Specifying the actions that will be taken against employees for violations of such prohibition;

4.2.3.1.3 Notifying the employee that, as a condition of employment on such contract, the employee will:

4.2.3.1.3.1 Abide by the terms of the statement; and

4.2.3.1.3.2 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;

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

4.2.3.2.1 The dangers of drug abuse in the workplace;

4.2.3.2.2 The Contractor's policy of maintaining a drug-free workplace;

4.2.3.2.3 Any available drug counseling, rehabilitation, and employee assistance program; and

4.2.3.2.4 The penalties that may be imposed upon employees for drug violations;

4.2.3.3 Making it a requirement to give a copy of the statement required by subparagraph 4.2.3.1 to each employee engaged in the performance of the Contract and to post the statement in a prominent place in the workplace;

4.2.3.4 Notifying the City within ten (10) days after receiving notice under subparagraph 4.2.3.1.3.2 from an employee or otherwise receiving actual notice of such conviction;

4.2.3.5 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;

4.2.3.6 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;

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

4.2.4 Educational Loan. The Contractor shall certify that, if it is an individual, it is not; if it is a partnership, its general partners are not; 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 not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

4.2.5 Human Rights Number. The Contractor shall certify that at the time the Contractor submitted a bid on this Contract, the Contractor had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

4.2.6 Prohibited Interest in Contract. The Contractor shall certify that:

4.2.6.1 No City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of any interest in the Contractor, or

4.2.6.2 If the Contractor's stock is traded on a nationally recognized securities market, no City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a beneficiary is a holder of more than one percent (1%) of the Contractor; but if any City officer, spouse or dependent child of a City officer, agent on behalf of any City officer or trust in which a City officer, the spouse or dependent child of a City officer or a

beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the City in writing the names of the holder of such interest.

4.2.7 Gift Ban.

4.2.7.1 The Contractor shall certify that no officer or employee of the City 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 the Code of Oakbrook Terrace Illinois; and

4.2.7.2 The Contractor shall certify that the Contractor has not given to any officer or employee of the City 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 of Section 30.33 of the Code of Oakbrook Terrace Illinois.

4.2.8 Patriot Act. The Contractor shall certify that neither it 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 Contractor 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 Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

ARTICLE 5 CONTROL OF WORK

5.1 Authority of City Administrator. All Work of the Contract shall be completed to the satisfaction of the City Administrator. The decision of the City Administrator shall be final on all questions which may arise, including, but not limited to, the quality and acceptability of materials and Work; the manner of performance; acceptable rates of progress on the Work; the interpretation of the Contract and specifications; the fulfillment of the Contract; the measurement of quantities and payment under the Contract; and the determination of the existence of changed or differing site conditions.

The City Administrator will notify the Contractor in writing if the Work is to be suspended wholly or in part due to the failure of the Contractor to carry out provisions of the Contract or failure to carry out orders of the City Administrator. The Work may also be suspended at the Contractor's risk for such periods as the City Administrator may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the Work or for any other condition or reason deemed to be in the public interest.

The Contract does not require the City to provide the Contractor with direction or advice on how to do the Work. If the City approves or recommends any method or manner for doing the Work, the approval or recommendation shall not guarantee that following the method or manner will result in compliance

with the Contract, relieve the Contractor of the risks and obligations of the Contract, or create liability for the City.

In case of failure on the part of the Contractor to execute Work ordered by the City Administrator, the City Administrator may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor, proceed to execute such Work as may be deemed necessary; and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the Contract.

Authority to authorize Work or approve changes which do not increase the amount payable to the Contractor or which increase the amount payable to the Contractor by not more than \$20,000.00 may be exercised by a written change order of the City Administrator. Authority to increase the amount payable to the Contractor in all other instances may only be exercised by written change order signed by the Mayor and authorized by a due and proper vote of the City Council.

5.2 Conformity with Contract. All Work performed and all materials furnished shall be in conformity with the Contract. All Work or material which does not conform to the requirements of the Contract will be considered unacceptable. Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or other cause; and unacceptable material shall be remedied and corrected in an acceptable manner by and at the expense of the Contractor.

The City reserves the right to accept Work produced by the Contractor if the City Administrator finds the noncompliant materials or the nonconforming Work are in close conformity with the Contract. In this event, the City Administrator shall document the basis of acceptance by Contract modification which may provide for an appropriate adjustment in the Contract price for such Work or materials as the City Administrator deems necessary to conform to the determination. The determination of the City will be based on the best judgment of the City Administrator and shall be final and binding. Work done contrary to instructions given by the City Administrator or any Extra Work done without written approval given by the City Administrator will be considered unacceptable and will not be paid for under the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

The statement elsewhere in the Contract of remedies for the use of unacceptable materials or for unacceptable Work shall not be exclusive of the remedies provided in this Article unless expressly provided therein.

Upon failure of the Contractor to comply with any order of the City Administrator made under the provisions of this Article, the City Administrator will have authority to cause the unacceptable Work to be corrected and to deduct the cost from any monies due or to become due the Contractor.

503 Cooperation by Contractor. The Contractor shall give the Work constant attention necessary to facilitate the progress thereof, and shall cooperate with the City Administrator, appointed inspectors and other contractors in every way possible.

504 Authority and Duties of the Director of Public Services. The Director of Public Services is authorized to inspect all Work done and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The Director of Public Services is not authorized to alter or waive the provisions of the Contract. The Director of Public Services is not authorized to issue instructions contrary to the terms of the Contract or to act as

foreman for the Contractor. The Director of Public Services has the authority to reject defective Work or material and to suspend any Work being improperly performed.

5.6 Inspection of Work. All materials and each part or detail of the Work shall be subject at all times to inspection by the City Administrator and the Director of Public Services. The City Administrator and the Superintendent of Public Works and Water shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

ARTICLE 6 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

6.1 Laws to be Observed. The Contractor shall at all times observe and comply with all federal and state laws, local laws, ordinances, and regulations which in any manner affect the conduct of the Work; and all such orders or enactments as exist at the present and which may be enacted later of legislative bodies or tribunals having legal jurisdiction or which may have effect over the Work; and no plea of misunderstanding or ignorance thereof will be considered. The Contractor shall indemnify and save harmless the City and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or enactment, whether by the Contractor or anyone subject to the control of the Contractor.

6.2 Sexual Harassment Policy. The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105A(4).

6.3 Eligibility for Employment in the United States. The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form I-9. This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.

6.4 Civil Rights. The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

6.5 Foreign Corporation. The Contractor shall be an Illinois corporation or limited liability company or if the Contractor is a foreign non-Illinois) corporation or limited liability company , the Contractor shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

6.6 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Contractor from the City in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the City, unless so required by court order.

6.7 Worker's Compensation Insurance. Prior to the approval of its Contract by the City, the Contractor shall furnish to the City certificates of insurance covering Worker's Compensation, or satisfactory evidence that this liability is otherwise taken care of according to Section 4 (a) of the "Worker's Compensation Act of the State of Illinois" as amended.

Such insurance, or other means of protection as herein provided, shall be kept in force until all Work to be performed under the terms of the Contract has been completed and accepted; and it is hereby understood and agreed the maintenance of such insurance or other protection, until acceptance of the

Work by the City, is a part of the Contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said "Worker's Compensation Act" may be considered as a breach of the Contract.

6.8 Equal Employment Opportunity. During the performance of this Contract, the Contractor shall:

6.8.1 Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

6.8.2 If it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability of minorities and women in the areas from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

6.8.3 In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

6.8.4 Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

6.8.5 Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the City, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

6.8.6 Permit access to all relevant books, records, accounts and Work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

6.8.7 Include verbatim or by reference provisions of this clause in every subcontract it awards under which any portion of the Contract obligations are undertaken or assumed so that such provisions of this Contract will be binding upon such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractor; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois

Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the Contractor's non-compliance with the provisions of this Article 6.8, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rule and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the City, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

6.9 Non-Segregated Facilities. The Contractor shall not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this subparagraph, the term "segregated facilities" means any waiting rooms, Work areas, restrooms and washrooms, cafeterias and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor shall, except where he has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods, obtain certifications in compliance with this subparagraph from proposed Subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certifications in its files.

6.10 Permits and Licenses. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

6.11 Patented Devices, Material, and Processes. If any design, device, material, or process covered by letters, patent, or copyright is used by the Contractor, whether required or not, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner, guaranteeing the City indemnity from and against all claims for infringement, and shall include the cost of such agreement in the price bid for the Work. It shall be the duty of the Contractor, if so demanded by the City, to furnish said City with a copy of the legal agreement with the patentee or owner, and if such copy is not furnished when demanded, then the City may, if it so elects, withhold any and all payments to said Contractor until said legal agreement is furnished. If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with the Work agreed to be performed under the Contract, and shall indemnify the City for any cost, expense, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the Work.

6.12 Public Convenience and Safety. The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall at all times conduct the Work in such a manner as to ensure the least inconvenience to the public. The convenience of the general public shall be provided for in an adequate and satisfactory manner. No Work shall be performed during any legal holiday period, except with the written permission of the City Administrator. The legal holidays will include:

New Year's Day
Easter

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

6.13 Protection and Restoration of Property. If private property interferes with the Work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection, alteration, restoration or disposition of such property. The Contractor shall furnish the City Administrator with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection alteration, restoration or disposition. The Contractor shall take all necessary precautions for the protection of private property.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in its manner or method of execution or non-execution of the Work, or caused by defective Work or the use of unsatisfactory materials, and such responsibility shall not be released until the Work shall have been completed and accepted and the requirements of the Contract complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the City Administrator may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under this or any other contract between the City and the Contractor.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the bid prices of the Contract, and no additional compensation will be allowed.

6.14 Indemnification. To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the Work by the Contractor. The Contractor hereby agrees to defend, indemnify and hold harmless the City, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the City, its officials, agents and employees, due to the negligent or willful act or omission of the Contractor arising in or in consequence of the performance of this Work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the City, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the City, its officials, agents and employees for their own negligent acts or omissions.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the Contract as shall be deemed necessary by the City for the payment thereof, may be retained by the City for said purpose until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the City, its employees or agents shall be deemed a waiver by the City of full compliance with the requirements of the Contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the Contract.

6.15 Insurance. The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the City and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The City will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the Contract. Whether stated in this Article or elsewhere, the City does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

6.15.1 Worker's Compensation and Employer's Liability.

6.15.1.1 Worker's compensation shall be provided according to the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4a of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

6.15.1.2 Employer's Liability.

- 6.15.1.2.1** Each Accident \$1,000,000
- 6.15.1.2.2** Disease-policy limit \$1,000,000
- 6.15.1.2.3** Disease-each employee \$1,000,000

6.15.2 Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of subcontractors contingent or protective liability; completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

- 6.15.2.1** General Aggregate Limit \$2,000,000
- 6.15.2.2** Products-Completed Operations Aggregate Limit \$2,000,000
- 6.15.2.3** Each Occurrence Limit \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the City, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the Work and operations performed.

6.15.3 Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

Bodily Injury & Property Damage Liability - Each occurrence Limit \$1,000,000

6.15.4 Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

6.15.5 All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the Work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective Work until notification of the date of final inspection.

6.15.6 Termination or refusal to renew shall not be made without 30 days' prior written notice to the City by the insurer, and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

6.15.7 All costs for insurance as specified herein will be considered as included in the cost of the Contract. The Contractor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from its obligation to indemnify in excess of the coverage according to the Contract.

6.16 Minimum Scope of Insurance. Coverage shall be at least as broad as:

6.16.1 Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.

6.16.2 Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

6.16.3 Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

6.17 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, employees and volunteers; or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

6.180 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

6.18.1 General Liability and Automobile Liability Coverages.

6.18.1.1 The City, its officials, agents, employees and volunteers are to be covered as additional insureds as respects liability arising out of the Contractor's Work, including activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, agents, employees and volunteers.

6.18.1.2 The Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

6.18.1.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, agents, employees and volunteers.

6.18.1.4 The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.18.1.5 If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the City, its officials, agents, employees and volunteers as additional insureds.

6.18.1.6 All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

6.18.2 Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for losses arising from Work performed by Contractor.

6.19 Verification of Coverage. The Contractor shall, prior to the City's executing the Contract, furnish the City with certificates of insurance naming the City, its officials, agents, employees and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the City and are to be received and approved by the City before any Work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The City reserves the right to demand full, certified copies of the insurance policies and endorsements. If demanded, the Contractor shall promptly furnish the City with certified copies of the insurance policies and endorsements demanded. In no event shall any failure of the City to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

6.20 Subcontractors. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.21 Assumption of Liability. The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any Work performed pursuant to this Contract.

6.22 Contractor Safety Responsibility. Nothing in this Contract is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of workplace safety. Any inspection of the Work conducted by the City, and the officers and employees of the City, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including, but not limited to, third parties regarding workplace safety. In order to insure this and other duties of the Contractor certain indemnification and insurance is required by the Contract. Additionally, the Contractor guarantees to the City a safe workplace shall be provided for all employees of the Contractor and each of its subcontractors. There shall be no violation by the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other workplace safety act of Illinois, or other workplace safety requirement. The Contractor shall require this workplace safety guarantee of all subcontractors and shall expressly require the City to be a third party beneficiary of each guarantee.

6.23 Contractor's Responsibility for Work. All Work of the Contract, including Work added to the Contract, shall be under the charge and care of the Contractor.

6.24 Personal Liability of Public Officials. In carrying out any of the provisions of this Contract or in exercising any power or authority granted to the City Administrator thereby, there shall be no personal liability upon the City Administrator or authorized representative, it being understood in such matters they act as agents and representatives of the City. By entering into this Contract with the City, the Contractor covenants that it shall neither commence nor prosecute any action or suit whatsoever against the officers or employees of the City for any action or omission done or not done in the course of their administration of this Contract. The Contractor shall pay all attorneys' fees and all costs incurred by the City, its officers, and employees on account of action or suit in violation of this Article.

6.25 No Waiver of Legal Rights. The City shall not be precluded or estopped by final acceptance or final payment, or any payment made either before or after the completion and acceptance of the Work and payment therefor, from showing the true amount and character of the Work performed and materials furnished by the Contractor; or from showing any such payment is incorrectly made; or the Work or materials do not in fact conform to the Contract. The City shall not be precluded or estopped, by final acceptance, final payment, or any payment in accordance therewith, from recovering from the Contractor such overpayment and damage as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. A waiver on the part of the City of any right under the Contract or of a breach of any part of the Contract shall not be held to be a waiver of any other or subsequent breach or right to enforce any provision of the Contract.

ARTICLE 7 PROSECUTION AND PROGRESS

7.1 Subletting of Contract. The Contractor acknowledges that the City is induced to enter into this Contract by, among other things, the qualifications of the Contractor. The Contract shall be deemed to be

exclusive between City and Contractor. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of its right, title, or interest therein, without written consent of the City Administrator. The City may refuse to accept any substitute Contractor for any reason.

7.2 Prosecution of the Work. The Contractor shall begin the Work to be performed under the Contract expeditiously when directed by the Director of Public Services. The Work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as is considered necessary to ensure its completion according to the time specified in the Contract. The Contractor shall notify the City Administrator at least 24 hours in advance of either discontinuing or resuming operations.

7.3 Labor, Methods, and Equipment. The Contractor shall at all times employ and provide sufficient labor, tools, equipment and other incidental items for prosecuting of the Work to full completion in the manner and time required by the Contract. All workers shall have sufficient skills and experience to perform properly the Work assigned to them. Workers engaged in special Work or skilled Work shall have sufficient experience in such Work and in the operation of the equipment required to perform all Work properly and satisfactorily. Any person employed by the Contractor or by any subcontractor who, in the opinion of the City Administrator, does not perform Work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the City Administrator, be removed at once by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the City Administrator. Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the City Administrator may suspend the Work by written notice until such orders are complied with.

All equipment which is proposed to be used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used shall be such that no injury to property will result from its use. When the methods and equipment to be used by the Contractor in performing the Work are not prescribed in the Contract, the Contractor is free to use any methods or equipment that can be demonstrated to the City Administrator as satisfactory to accomplish the Contract Work in conformity with the requirements of the Contract. When the Contract specifies that the Work be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the City Administrator. If the Contractor desires to use a method or type of equipment other than specified in the Contract, it may request authority from the City Administrator to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing Work in conformity with the Contract requirements. If, after trial use of the substituted methods or equipment, the City Administrator determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified methods and equipment. The Contractor shall correct the deficient Work and replace it with Work of specified quality or take such other corrective action as the City Administrator may direct. No change will be made in basis of payment for the Work involved or in contract time as a result of authorizing a change in methods or equipment under these provisions.

7.4 Suspension of Work. The City Administrator shall have authority to suspend the Work whole or in part, when conditions at the site of the Work make for circumstances beyond the Contractor's control, which are unfavorable for the satisfactory performance of the Work, and when the Contractor does not

comply with the Contract or orders of the City Administrator. Orders to suspend or resume Work shall be complied with immediately. The Contractor shall not suspend Work without written authority from the City Administrator. The Contractor recognizes it is imperative that the Work proceed uninterrupted and shall endeavor to prevent and shall promptly cure any Work stoppage caused by any labor or jurisdictional disputes arising out of the assignment of Work to be performed by the Contractor or its Subcontractors or Subcontractors of any tier.

7.5 Default on Contract. If the Contractor fails to begin the Work under Contract within the time specified, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to ensure the completion of said Work within the specified time, or shall perform the Work unsuitably, as determined by the City Administrator, or shall neglect or refuse to remove materials or perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy, or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in a manner approved by the City Administrator or otherwise fails to conform to the terms of the Contract, the City Administrator shall give notice in writing to the Contractor of such delinquency, said notice to specify the corrective measures required. If the Contractor, within a period of ten (10) days after said notice, shall not proceed according to the corrective measures required, the City shall, upon written certificate from the City Administrator of the fact of such delinquency and the Contractor's failure to comply with said notice, have full power and authority to forfeit the rights of the Contractor and at its option, it may take over the Work, and may complete the Work with its own forces, or use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner. The Contractor shall bear any extra expenses incurred by the City in completing the Work, including all increased cost for completing the Work, and all damages sustained, or which may be sustained, by the City by reason of such breach, refusal, neglect, failure, or discontinuance of Work by the Contractor. After all the Work contemplated by the Contract has been completed, the City Administrator will calculate the total expenses and damages for the completed Work. If the total expenses and damages are less than any unpaid balance due the Contractor, the excess will be paid by the City to the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor shall be liable to the City and shall pay the difference to the City on demand. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Public Convenience in Section 7.7.

7.6 Termination of the Contractor's Responsibility. Whenever the Work called for by the Contract has been completely performed on the part of the Contractor and all of the Work has been approved by the City Administrator and accepted by the City according to the Contract, and the final payment paid, the Contractor's obligations shall then be considered fulfilled, except those obligations which by their nature extend beyond the completion of Work including, but not limited to, Sections 6.14, 6.15, 6.24 and 6.25.

7.7 Termination for Public Convenience. The City may, by written order, terminate the Contract or any portion thereof after determining that proceeding with or completing the Work as originally contracted for would not be in the public interest and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is

primarily caused by acts or omissions of persons or agencies other than the Contractor. When the Contract, or any portion thereof, is definitely terminated or cancelled, and the Contractor released before all items of Work included in its Contract have been completed, payment will be made for the actual amount of Work completed. Termination of a Contract will not relieve the Contractor of the responsibility of correcting defective Work as required by the Contract.

ARTICLE 8 PAYMENT

8.1 Taxes. The City is a unit of local government and is exempt from the payment of Retailers' Occupation Tax, the Service Occupation Tax, both state and local, the Use Tax and the Service Use Tax in Illinois. No amount will be paid to the Contractor for the payment of these taxes.

8.2 Scope of Payment. Payment to the Contractor will be made for the actual Work performed and accepted or material furnished and accepted according to the Contract. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all Work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the Work and from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work until its final acceptance by the City; for all risks of every description connected with the prosecution of the Work; for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the Work as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the Work in an acceptable manner according to the Contract. Any payment made prior to final acceptance of the Work by the City shall in no way constitute an acknowledgment of the acceptance of the Work, nor in any way prejudice or affect the obligation of the Contractor, at its own expense, to repair, correct, renew, or replace any defects or imperfections in the Work or the quality of the materials used in or about the Work under the Contract, nor any damage due or attributable to such defective Work, which defective Work, imperfections or damage shall have been discovered on or before the final inspection and acceptance of the Work. The City Administrator shall be the sole judge of such defective Work, imperfections or damage, and the Contractor shall be liable to the City for failure to correct the same as provided herein.

8.3 Partial Payments.

8.3.1 The Contractor shall submit to the City Administrator an invoice, in writing, sufficiently in advance of the due date to allow approval and payment in accordance with the Local Government Prompt Payment Act 50 ILCS 505/1 *et seq.*) of the amount of Work performed and the value thereof based upon the Contract price according to the following schedule:

Payment Due Date	Amount
May 1, 2015	\$ 3,936.50
June 1, 2015	\$ 3,936.50
July 1, 2015	\$ 3,936.50
August 1, 2015	<u>\$ 3,936.50</u>
2015 Total	\$15,746.00

8.3.2 Provided that the City exercises its option to renew the Contract for the 2016 season, the Contractor shall submit to the City Administrator an invoice, in writing, sufficiently in advance of the due date to allow approval and payment in accordance with the Local Government Prompt Payment Act

(50 ILCS 505/1 *et seq.*) of the amount of Work performed and the value thereof based upon the Contract price according to the following schedule:

Payment Due Date	Amount
May 1, 2016	\$ 3,936.50
June 1, 2016	\$ 3,936.50
July 1, 2016	\$ 3,936.50
August 1, 2016	<u>\$ 3,936.50</u>
2016 Total	\$15,746.00

8.3.3 Provided that the City exercises its option to renew the Contract for the 2017 season, the Contractor shall submit to the City Administrator an invoice, in writing, sufficiently in advance of the due date to allow approval and payment in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) of the amount of Work performed and the value thereof based upon the Contract price according to the following schedule:

Payment Due Date	Amount
May 1, 2017	\$ 3,936.50
June 1, 2017	\$ 3,936.50
July 1, 2017	\$ 3,936.50
August 1, 2017	<u>\$ 3,936.50</u>
2017 Total	\$15,746.00

8.4 Payment approval. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

ARTICLE 9. GENERAL PROVISIONS

9.1 Governing Law. All applicable federal and state laws and the rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though written therein in full. This Contract shall be governed by the laws of the State of Illinois.

9.2 Severability of Clauses. The illegality or invalidity of any term or clause of this Contract shall not affect the validity of the remainder of this Contract, and the Contract shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

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

9.4 Written Notice. Written notices between City and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, via overnight delivery UPS or FedEx, or via fax with confirmed receipt, or via e-mail, with a confirming fax or overnight delivery, addressed to the above parties as follows:

A. If to City:

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

B. If to Contractor:

Clarke Environmental Mosquito Management, Inc.
110 East Irving Park Road, 4th Floor
Roselle, Illinois 60172
Attn: John Lyell Clarke III, President

Either party may change its mailing address or other contact information by giving written notice to the other party as provided above. 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 paragraph.

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

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

9.7 Independent Contractor. The Contractor is an independent contractor and in providing its services 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.

9.8 Permits and Fees. The Contractor is not responsible for any permits or fees which might be assessed upon the City by federal, state or local government. When the City authorizes or directs in writing the acquisition of such permits or payment of such fees, the City will reimburse the Contractor the amount paid for all such permits and fees.

9.9 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 three (3) years after payment. In addition, the City or its authorized representative shall have access to the Contractor's facilities and shall be provided adequate and appropriate Work space, in order to conduct audits in compliance with this article.

9.10 Confidentiality. The Contractor shall keep all information concerning the Work confidential, except for communications incident to completion of the Work between the City, the Contractor and the public, and their independent subcontractors, suppliers, and sub-consultants, and except for publicity approved by the City and communications in connection with filings with governmental bodies having jurisdiction over the Work.

9.11 Cooperation with City's Consultants. The Contractor shall cooperate with any consultant retained by the City, but the Contractor shall not be contractually responsible for such consultants.

9.12 Entire Contract. This Contract represents the entire and integrated Contract 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 Contractor.

9.13 Contractor Record Retention. The Contractor and all subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the City under the contract and subcontract. The books and records shall be maintained by the Contractor and all subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and subcontractors shall be available for review and audit by the City. The Contractor and all subcontractors shall comply a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); b) with any request for public records made pursuant to any audit; and c) by providing full access to and copying of all relevant books and records within a time period which allows the City to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor to maintain the books, records and supporting documents required by this section or the failure by the Contractor to provide full access to and copying of all relevant books and records within a time period which allows the City to timely comply with the time limits imposed by the Freedom of Information Act 5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the City for the recovery of any funds paid by the City under this Agreement or for the recovery for any penalties or attorneys' fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement. The Contractor and subcontractor shall include the requirements of this Article in all subcontracts.

This Contract is executed that day and year first written above.

City:
City of Oakbrook Terrace

Contractor:
Clarke Environmental Mosquito Management, Inc.

By: _____
Tony Ragucci, Mayor

By: _____
John Lyell Clarke III, President

Attest:

Attest:

By: _____
Dennis Greco, City Clerk

By: _____
Andrew P. Tecson, Secretary

EXHIBIT A

CG 20 10 03 97

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

Who Is An Insured Section II is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Ins. 1996

EXHIBIT B

CG 20 26 11 85

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

Who Is An Insured Section II is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Ins. 1984

EXHIBIT C

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Persons or Organizations:	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

Section II – Who is An Insured is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by “your work” at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the “products—completed operations hazard.”

CG 20 37 07 04

© ISO Properties, Inc., 2004

EXHIBIT D EXAMPLE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE MM/DD/YYYY) Completed				
PRODUCER Fully Completed		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED COVERAGES Fully Completed		INSURERS AFFORDING COVERAGE	NAIC #			
		INSURER A: Name of Insurance Company	Completed			
		INSURER B: Name of Insurance Company	Completed			
		INSURER C: Name of Insurance Company	Completed			
		INSURER D: Name of Insurance Company	Completed			
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXP. DATE MM/DD/YY	LIMITS
A	X	GENERAL LIABILITY CG001 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNERS & CONT PROT IF REQUIRED <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIER PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES Ea. Occur. \$ 50,000 MED EXP Any one person \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 <input type="checkbox"/> ANY AUTO CA001 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident) \$ 1,000,000 BODILY INJURY PER PERSON \$ BODILY INJURY PER ACCIDENT \$ PROPERTY DAMAGE PER ACCIDENT \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC AUTO ONLY: AGG \$
B	X	EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
		OTHER Professio	Policy Number	Policy Start Date	Policy End Date	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.						
CERTIFICATE HOLDER			CANCELLATION			
Additional Insured: City of Oakbrook Terrace, its officials, employees, agents and volunteers.			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, SIGNATURE OF AUTHORIZED AGENT			

EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name of Insured:
Policy Number:
Policy Period:
Endorsement Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work."

For purposes of this endorsement, "arising out of your work" shall mean:

- A. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
- B. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
- C. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
- D. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

JAN 27 2015

ORDINANCE NO. 15 -

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 DATED DECEMBER 17, 1987

WHEREAS, on December 17, 1987, the City of Oakbrook Terrace ("Oakbrook Terrace"), and the Board of Library Trustees of the Village of Villa Park ("Villa Park"), entered an Agreement for Library Services (the "Agreement"), providing for Villa Park to provide library services to the residents of Oakbrook Terrace upon the conditions and monetary considerations provided for in the Agreement; and

WHEREAS, Oakbrook Terrace and Villa Park have annually extended the Agreement, most recently on February 11, 2014, to April 30, 2015, and they have also amended the conditions and monetary considerations provided for therein from time to time as deemed necessary; and

WHEREAS, the Oakbrook Terrace and Villa Park have agreed that it is necessary and desirable to further extend the Agreement to April 30, 2016, under such conditions and monetary considerations as are provided for in the "Rider Extending Term of Agreement for Library Services Between the City of Oakbrook Terrace and the Villa Park Public Library Dated December 17, 1987", which is attached hereto and made a part hereof as Exhibit "A" (the "Rider")

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

Section 1. The Rider is hereby approved and the Mayor and City Clerk are, respectively, authorized to execute the Rider in substantially the form in such Exhibit "A".

Section 2. All ordinances or parts of ordinances in conflict with the provisions of the Ordinance are hereby repealed to the extent of the conflict.

Section 3. This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED this 10th day of February, 2015.

AYES: _____

NAYS: _____

ABSENT: _____

Tony Ragucci, Mayor

ATTEST:

Dennis Greco, City Clerk

VILLA  PARK
PUBLIC LIBRARY
at the heart of the community

January 6, 2015

The City of Oakbrook Terrace
Attention: John Carpino, City Manager
17 W. 275 Butterfield Road
Oakbrook Terrace, IL 60181

Dear Mr. Carpino:

Attached you will find a proposed rider extending the term of agreement for library services between the City of Oakbrook Terrace and the Villa Park Public Library dated December 17, 1987.

This rider is identical to those signed in previous years except for changes in dates and the new annual fees. As you will note, the annual single family residence fee has been increased to \$243.96, plus a service fee of \$4.03 (total of \$247.99), effective May 1, 2015 and the annual apartment fee shall be \$198.58, plus a service fee of \$4.03 (total of \$202.61).

Please bring this matter to the attention of the mayor and the city council and let us know if you wish to continue library service to the residents of Oakbrook Terrace in 2015/2016. The Library Board would anticipate executing the agreement at its February 25th meeting. My Head of Circulation/Outreach, Kandice Krettlar, and I would be happy to attend a city council meeting to provide a report of activities.

We look forward to providing library service to the City of Oakbrook Terrace.

Sincerely,



Sandra D. Hill
Library Director
Enc.

RIDER
EXTENDING TERM OF AGREEMENT FOR LIBRARY SERVICES
BETWEEN THE CITY OF OAKBROOK TERRACE AND THE
VILLA PARK PUBLIC LIBRARY DATED DECEMBER 17, 1987

THIS AGREEMENT made and entered into this 25th day of February, 2015 by and between the BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF VILLA PARK, DU PAGE COUNTY, ILLINOIS, and the CITY OF OAKBROOK TERRACE, DU PAGE COUNTY, ILLINOIS,

WITNESSETH:

WHEREAS, the parties are desirous of extending the previous contract for library services dated December 17, 1987, and most recently extended on February 25, 2015; and

WHEREAS, the Intergovernmental Cooperation Act of the State of Illinois provides for the same,

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

1. The contract between the parties dated December 17, 1987, and extended to April 30, 2015, is hereby extended in its entirety to April 30, 2016; except that the annual single family residence fee shall be \$243.96, plus a service fee of \$4.03 (total of \$247.99), and the annual apartment fee shall be \$198.58, plus a service fee of \$4.03 (total of \$202.61).

2. That all previous amendments, procedures, and rules and regulations remain in effect, provided the City pay for only one card per family whether it be an individual or family card.

(SEAL)
ATTEST:

THE BOARD OF LIBRARY TRUSTEES
FOR THE VILLAGE OF VILLA PARK

SECRETARY

BY: _____
PRESIDENT

(SEAL)
ATTEST:

CITY COUNCIL OF THE CITY OF
OAKBROOK TERRACE

CITY CLERK

BY: _____
MAYOR

JAN 27 2015

ORDINANCE NO. 15-6

AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF CONTRACTS BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS, AND CAIN MILLWORK, INC. FOR CABINETS AND MILLWORK (BID PACKAGE 06B) 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 Cabinets and Millwork (Bid Package 06B) 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 Cabinets and Millwork (Bid Package 06B) for the Project and determines that the requirements to be met and the means and methods to be used in installing the Cabinets and Millwork 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 Cabinets and Millwork (Bid Package 06B) for the New Police Facility and City Hall Renovation for the City of Oakbrook Terrace, DuPage County, Illinois and

WHEREAS, Cain Millwork, Inc., has submitted satisfactory proposals to the City and it is advisable, necessary and in the public interest that the City contract with Cain Millwork, Inc. for the Installation Labor and Materials for Cabinets and Millwork (Bid Package 06B) for the Project and that the City enter into Trade Contracts between the City and Cain Millwork, Inc. for the Installation Labor and Materials for Cabinets and Millwork (Bid Package 06B) 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 Cabinets and Millwork (Bid Package 06B) 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 Cain Millwork, Inc. for the Installation Labor and Materials for Cabinets and Millwork (Bid Package 06B) 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 Cain Millwork, Inc. for the Installation Labor and Materials for Cabinets and Millwork (Bid Package 06B) 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 Cabinets and Millwork by Cain Millwork, Inc.

Section 4. Provided further that Cain Millwork, 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 Cabinets and Millwork (Bid Package 06B) 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 Cain Millwork, Inc. and its subcontractors for each craft or type of worker needed to execute the Trade Contracts or to perform such work.

Section 6. Ordinance No. 15-4 is hereby repealed in its entirety and replaced with this trade contract ordinance.

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

Section 7: 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 27th day of January 2015, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 27th day of January 2015.

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

ATTESTED and filed in my office,
this 27th day of January 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 – CABINETS AND MILLWORK (BID PACKAGE
06B)

TO: Cain Millwork, Inc.
One Cain Parkway
Rochelle, IL 61068

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

YOU ARE HEREBY NOTIFIED that Cain Millwork, Inc. has been awarded a Contract in the amount of Two Hundred Sixty Nine Thousand Four Hundred And Eighty Seven Dollars And No/100, (\$269,487.00) subject to the furnishing of the proper bonds and insurance for Cabinets and Millwork (Bid Package 06B) 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 27th day of January 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 Cain Millwork, Inc.. this 27th day of January 2015.

Cain Millwork, Inc.

By: Donald Lupa, President

Exhibit "B"

**CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,
AND CAIN MILLWORK, INC. FOR CABINETS AND MILLWORK (BID PACKAGE 06B) FOR
THE NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
CAIN MILLWORK, INC.
for the installation labor and materials of
CABINETS AND MILLWORK (Bid Package 06B)
for the
NEW POLICE FACILITY AND RENOVATION OF CITY HALL

CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
CAIN MILLWORK, INC.
for the installation labor and materials of
CABINETS AND MILLWORK (Bid Package 06 B)
for the
NEW POLICE FACILITY AND RENOVATION OF CITY HALL

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CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
CAIN MILLWORK, INC.
for the installation labor and materials of
CABINETS AND MILLWORK (Bid Package 06B)
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 *Cain Millwork Inc.*, One Cain Parkway, Rochelle, Illinois 61068 hereinafter referred to as the "Trade Contractor," for the installation labor and materials for Cabinets and Millwork (Bid Package 06B) 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 Facility	\$180,270.00
City Hall Renovation	<u>\$ 89,217.00</u>
Total	\$269,487.00

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:

Cain Millwork, Inc.
One Cain Parkway
Rochelle, IL 61068
Attn: Mr. Donald Lupa, 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 27th day of January 2015.

Contractor: Cain Millwork, Inc.

By _____
Donald Lupa, President

ATTEST:

By: _____
[Name of Secretary], Secretary

Executed by the City, this 27th day of January 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: Cain Millwork, Inc.

By _____
Donald Lupa, President



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

**PROPOSAL PACKAGE AWARD
 RECOMMENDATION**

**PROPOSAL PACKAGE:
 06B Cabinets and Millwork**

Project: Oakbrook Terrace
 Police Facility & City Hall Renovation
Project No: 01-1204
Date: 12/31/2014

Proposal Package #	Proposal Package	Line Item Budget
BP 06B	Cabinets and Millwork - Police Facility	\$ 187,443.93
BP 06B	Cabinets and Millwork - City Hall	\$ 37,716.62
Total Award Package Budget:		\$ 225,160.55

Recommended Trade Contractor		Recommended Award Amount
Caln Millwork, Inc.		
	BP06B-Cabinets and Millwork, Police Facility	\$180,270.00
	BP06B-Cabinets and Millwork, City Hall	\$89,217.00
	Total Proposal Amount	\$ 269,487.00
19.69%	Total Budget Overrun/(Savings)	\$ 44,326.45

Additional Trade Contract Proposals		Proposal Amounts
Phoenix Woodworking Corp.		
	BP06B-Cabinets and Millwork, Police Facility	\$215,620.00
	BP06B-Cabinets and Millwork, City Hall	\$87,515.00
	Total Proposal Amount	\$ 303,135.00
	Total Budget Overrun/(Savings)	\$ 77,974.45
Wheaton Associates, Inc.		
	BP06B-Cabinets and Millwork, Police Facility	\$289,713.00
	BP06B-Cabinets and Millwork, City Hall	\$104,562.00
	Total Proposal Amount	\$ 394,275.00
	Total Budget Overrun/(Savings)	\$ 169,114.45

Additional Trade Contractors		
	Brakur Cabinets	Did not bid
	Grommes Millwork	Did not bid
	Michael Hutchings	Did not bid

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 06B - CABINETS & MILLWORK

Trade Contractor Information

Company Name **Cain Millwork Inc**
 Company Address **1 Cain Parkway**
Rochelle, IL 61068

Contact Information regarding questions on proposal

Company President **Don Lupa** Title **Estimating Manager**
 Estimating Contact **Tom Horbacz**
 Phone Number **815-561-9700** E-mail Address tihorbacz@cainmillwork.com
 Fax Number **815-561-8404**

Proposal Amounts

Base Proposal - Police Facility	\$	180,270.00
Alternate 1 - City Hall Renovations	\$	89,217.00
Total Proposal Amount	\$	269,487.00

Supplemental Information

Number of calendar days to complete submittals after notice of award	21
Number of calendar days to for material fabrication & delivery after approved submittals	30
Total Estimate Field Man Hours	350

Completion Checklist

Date Completed	1/31/14	
Contractors Certification Executed and Included	Yes	
Reviewed and Accepted Instructions for Trade Contract Proposals	Yes	
Reviewed and Accepted Trade Contractor Scope of Work	Yes	
Reviewed and Accepted Project Schedule	Yes	
Reviewed and Accepted Contract Document Log	Yes	
Reviewed and Accepted General Conditions and Special Provisions	Yes	
Reviewed and Accepted Contract Terms	Yes	
Cost for Payment & Performance Bond Included	Yes	(Required if Proposal Exceeds \$50,000.00)
Sales Taxes Excluded per public project requirements	Yes	
Proposal includes Prevailing Wage Labor	Yes	

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, DON LUPA, hereby certify that I am the President of CAIN MILLWORK, 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: 12-29, 2014

Contractor: CAIN Millwork
By: [Signature]
Donald L. PA . President

STATE OF ILLINOIS)
) ss.
COUNTY OF DEWITT)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Donald L. PA, known to me to be the President of CAIN Millwork 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: Dec. 21, 2014

[Signature]
Notary Public
"OFFICIAL SEAL"
Patricia A. Richard
Notary Public, State of Illinois
My Commission Expires October 10, 2017

ORDINANCE NO. 15-7

**AN ORDINANCE TO APPROVE AND AUTHORIZE THE EXECUTION OF
CONTRACTS BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,
AND MENCONI TERRAZZO, LLC. FOR FLUID APPLIED FLOORING
(BID PACKAGE 09G) 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 Fluid Applied Flooring (Bid Package 09G) 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 Fluid Applied Flooring (Bid Package 09G) for the Project and determines that the requirements to be met and the means and methods to be used in installing the Fluid Applied Flooring 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 Fluid Applied Flooring (Bid Package 09G) for the New Police Facility and City Hall Renovation for the City of Oakbrook Terrace, DuPage County, Illinois and

WHEREAS, Menconi Terrazzo, LLC., has submitted satisfactory proposals to the City and it is advisable, necessary and in the public interest that the City contract with Menconi Terrazzo, LLC. for the Installation Labor and Materials for Fluid Applied Flooring (Bid Package 09G) for the Project and that the City enter into Trade Contracts between the City and Menconi Terrazzo, LLC. for the Installation Labor and Materials for Fluid Applied Flooring (Bid Package 09G) 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 Fluid Applied Flooring (Bid Package 09G) 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 Menconi Terrazzo, LLC. for the Installation Labor and Materials for Fluid Applied Flooring (Bid Package 09G) 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 Menconi Terrazzo, LLC. for the Installation Labor and Materials for Fluid Applied Flooring (Bid Package 09G) 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 Fluid Applied Flooring by Menconi Terrazzo, LLC.

Section 4. Provided further that Menconi Terrazzo, LLC. 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 Fluid Applied Flooring (Bid Package 09G) 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 Menconi Terrazzo, LLC. 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 27th day of January 2015, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this 27th day of January 2015.

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

ATTESTED and filed in my office,
this 27th day of January 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 – FLUID APPLIED FLOORING (BID PACKAGE
09G)

TO: Menconi Terrazzo, LLC.
1050 Entry Drive
Bensenville, Illinois 60106

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

YOU ARE HEREBY NOTIFIED that Menconi Terrazzo, LLC. has been awarded a Contract in the amount Fifty Eight Thousand Two Hundred And Seventy Six Dollars And No/100, (\$58,276.00) subject to the furnishing of the proper bonds and insurance for Fluid Applied Flooring (Bid Package 09G) 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 27th day of January 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 Menconi Terrazzo, LLC. this 27th day of January 2015.

Menconi Terrazzo, LLC

By: Paul Enger, President

Exhibit "B"

**CONTRACT BETWEEN THE CITY OF OAKBROOK TERRACE, ILLINOIS,
AND MENCONI TERRAZZO, LLC. FOR FLUID APPLIED FLOORING (BID PACKAGE 09G)
FOR THE NEW POLICE FACILITY AND RENOVATION OF CITY HALL**

CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
MENCONI TERRAZZO, LLC.
for the installation labor and materials of
FLUID APPLIED FLOORING (Bid Package 09G)
for the
NEW POLICE FACILITY AND RENOVATION OF CITY HALL

CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
MENCONI TERRAZZO, LLC
for the installation labor and materials of
FLUID APPLIED FLOORING (Bid Package 09G)
for the
NEW POLICE FACILITY AND RENOVATION OF CITY HALL

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CONTRACT
between the
CITY OF OAKBROOK TERRACE, ILLINOIS
and
MENCONI TERRAZZO, LLC.
for the installation labor and materials of
FLUID APPLIED FLOORING (Bid Package 09G)
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 *Menconi Terrazzo, LLC*, 1050 Entry Drive, Bensenville, Illinois 60106 hereinafter referred to as the "Trade Contractor," for the installation labor and materials for Fluid Applied Flooring (Bid Package 09G) 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 Facility	\$54,976.00
City Hall Renovation	<u>\$ 3,300.00</u>
Total	\$58,276.00

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:

Menconi Terrazzo, LLC.
1050 Entry Drive
Bensenville, IL 60106
Attn: Mr. Paul Enger, 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 27th day of January 2015.

Contractor: Menconi Terrazzo, LLC.

By _____
Paul Enger, President

ATTEST:

By: _____
[Name of Secretary], Secretary

Executed by the City, this 27th day of January 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: Menconi Terrazzo, LLC.

By _____
Paul Enger, President



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

**PROPOSAL PACKAGE AWARD
 RECOMMENDATION**

**PROPOSAL PACKAGE:
 BP09G - Fluid Applied Flooring**

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

Project No: 01-1204

Date: 1/8/2015

Proposal Package #	Proposal Package	Line Item Budget
BP09G	Fluid Applied Flooring - Police Facility	\$ 58,268.89
BP09G	Fluid Applied Flooring - City Hall	\$ 160.04
Total Award Package Budget		\$ 58,428.93

Recommended Trade Contractor		Recommended Award Amount
Menconi Terrazzo, LLC		
	BP09G-Fluid Applied Flooring, Police Facility (Includes P&P Bond Cost)	\$54,976.00
	BP09G-Fluid Applied Flooring, City Hall	\$3,300.00
Total Proposal Amount		\$ 58,276.00
-0.26%	Total Budget Overrun/(Savings)	\$ (152.93)

Additional Trade Contract Proposals		Proposal Amounts
CCI Flooring, Inc.		
	BP09G-Fluid Applied Flooring, Police Facility	\$76,903.00
	BP09G-Fluid Applied Flooring, City Hall	\$0.00
Total Proposal Amount		\$ 76,903.00
Total Budget Overrun/(Savings)		\$ 18,474.07
Amici Terrazzo		
	BP09G-Fluid Applied Flooring, Police Facility	\$74,450.00
	BP09G-Fluid Applied Flooring, City Hall	\$4,200.00
Total Proposal Amount		\$ 78,650.00
Total Budget Overrun/(Savings)		\$ 20,221.07

Additional Trade Contractors		
	Krez Group/Barrier Corp	\$ 152,290.00
	All Sealants	Did not bid
	Art low	Did not bid

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 FORM
Oakbrook Terrace Police Facility &
Hall Renovation

PROPOSAL PACKAGE 09G-FLUID APPLIED FLOORING

Trade Contractor Information

Company Name Menconi Terrazzo LLC
 Company Address 1050 Entry Drive
 Company President Paul Enger

Contact Information regarding questions on proposal

Estimator Name _____ Title _____
 Phone Number _____ E-mail Address smenconi@menconiterrazzo.com
 Fax Number _____

Proposal Amounts

Base Proposal - Police Facility	<u>53400</u>	
Alternate 1 - City Hall Renovations	<u>3300</u>	
Total Proposal Amount	\$	56,700.00

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 _____ Upon award add'l cost \$ 1,576
- Sales Taxes Excluded per public project requirements _____
- Proposal includes Prevailing Wage Labor _____ **Union labor**

Voluntary Alternates

	Description	Price
1		
2		
3		
4		
5		
6		

Unit Prices

	Item	Unit of Measure	Price
1	Epoxy flooring and base	SF	10
2	CN-1 sealer	sf	6
3			
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, Paul Enger, hereby certify that I am the President of Mencovi Terrace 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: Dec 10, 2014

Contractor: Menconi Terrazzo, LLC

By: [Signature]

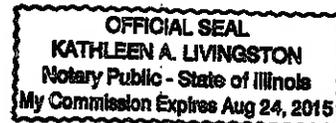
_____, President

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that PAUL ENGER, known to me to be the President of MENCONI TERRAZZO 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 MENCONI TERRAZZO LLC.

Dated: DECEMBER 10, 2014

[Signature]
Notary Public





PROPOSAL

Members of the National Terrazzo and Mosaic Association
Members of the North Central Terrazzo Association
Union Local 21, Chicago, IL

Date: 12-12-14

Job Site/Project: Oakbrook Terrace Police station

Address: Oakbrook Terrace

System: Double Broadcast Epoxy Quartz

Floor & base per PF A8.1.

Alternate for the CN-1 finish per CH A.8.1

- Scope:
- Shot blast and/or grind existing substrate/floor to provide specified profile per manufacturer's specification.
 - All adjustments to Concrete and repairs of damaged areas, back fill, etc are done at this point at time and material and NOT a part this quote.
 - Apply coat epoxy primer and/or membrane.
 - Pour in place epoxy coating with broadcast granules per approved sample
 - Sweep off loose aggregate after 1st coat is cured.
 - Pour in place 2nd coat of epoxy with broadcast granules.
 - Sweep off loose aggregate after 2nd coat is cured.
 - Apply clear grout coat.
 - Apply top coat sealer.

PF Total: \$53,400.00

F/I CN-1 per CH A8.1

CH total: 3,300.00 (2nd phase)

Additional cost for P & P bond

1,576.00

menconi terrazzo

Terrazzo-there's nothing greener than forever



1050 Entry Drive | Bensenville | Illinois | 60106

P 630 238 8275 | F 630 238 8263 | E info@menconiterrazzo.com

fineartforfloors.com



PROPOSAL

Members of the National Terrazzo and Mosaic Association
Members of the North Central Terrazzo Association
Union Local 21, Chicago, IL

Terms: If A waiver of Subrogation is needed a \$250 Fee is required.

Exclusions:

Temporary power, heat, and water. Caulking
Floor patching, Leveling, Dumpster, Hoisting, Permits, Moisture
Remediation, Shop Drawings, Mock-up, Overtime, Phasing, high gloss
finish and Floor protection upon completion.

menconi terrazzo

Terrazzo—there's nothing greener than forever



1050 Entry Drive | Bensenville | Illinois | 60106
P 630 238 8275 | F 630 238 8263 | E info@menconiterrazzo.com
fineartforfloors.com

Midwest Masonry, Inc.

1335 Wilhelm Road Suite A

Mudelein, IL 60060-4488

Phone: (847)-362-2211 Fax: (847)-362-9672

AGENDA ACTION

JAN 27 2015

CHANGE ORDER REQUEST

To: **Amy Marerro**
City of Oakbrook Terrace
17W275 Butterfield Road
Oakbrook Terrace, IL 60181

COR Number: **1**
Date: **December 31, 2014**

Project: **Oakbrook Terrace PD & City Hall**

Phone Number: **630-941-8300**
Fax Number: **630-941-7254**

Project Manager: **Terry Cvengros**

Midwest Masonry, Inc. hereby submits the cost of work for:

Labor & Material for winter conditions for completion of load bearing masonry walls for the truss installation through the end of November 2014.

Original Contract	\$	1,095,600.00	Cost Of Work:	\$30,857.00
Previously Approved	\$	-		
Adjusted Contract Total With Current Request	\$	1,126,457.00		

SCHEDULE IMPLICATION - 0 DAY(S)

This request for change order shall be valid for a total of five (5) days from the Issue Date listed above. Any requests of extended time for consideration of this proposal beyond the time allotted above will be subject to review and adjustment of monetary and schedule issues listed in this Change Order Request. No documented response within the time period allowed above will be cause to void this proposal.

	Initial	Date
This proposal has been reviewed by Williams Architects and appears to be a fair and reasonable proposal.	_____	_____
This proposal has been reviewed by Harbour Contractors, Inc. and appears to be a fair and reasonable proposal.	_____	_____

Requested By: Midwest Masonry, Inc.

Approved By: City Of Oakbrook Terrace

By: _____
Name: _____

By: _____
Name: **Amy Marerro**

Date: _____

Date: _____

MIDWEST MASONRY, Inc.

MASON CONTRACTORS

1335 WILHELM ROAD • SUITE A

MUNDELEIN, ILLINOIS 60060-4488

(847) 362-2211 FAX (847) 362-9672

WWW.MIDWESTMASONRYINC.COM

WINTER PROTECTION CHANGE ORDER

DATE: 12/17/2014	TICKET # MW 0732 0733 0734 0735 0737 0738
GENERAL CONTRACTOR: Harbour Contractors	DESCRIPTION Winter Protection
PROJECT: Oakbrook Terrace New Police Facility and Renovation of City Hall	

MATERIAL AND EQUIPMENT USED:

DESCRIPTION:	QNTY.	PRICE	TOTAL	DESCRIPTION:	QNTY.	PRICE	TOTAL
Bennu Winter Bracket			\$ -	30 Day Rental Cycle Items			
Pipe Scaffold			\$ -	Heated Water Box	1	\$ 4,000.00	\$ 4,000.00
X Braces			\$ -	500,000 BTU Heaters	2	\$ 1,318.62	\$ 1,318.62
Screw Jacks			\$ -	350,000 BTU Heaters			\$ -
Base Plates			\$ -	Torpedo Heater			\$ -
Side Brackets			\$ -	Mushroom Heater			\$ -
2" Tubes			\$ -	Propane Heater			\$ -
2" Clamps			\$ -	Scaffold Hoops and Poles	26	\$ 50.00	\$ 1,300.00
Plank			\$ -	Rental Dates:			
2X4			\$ -	DESCRIPTION:	Start Date:	End Date:	FINAL
Wood Lathe			\$ -	Heated Water Box	11/19/2014	12/19/2014	
Double Head Nails -16 dd			\$ -	500,000 BTU Heaters	11/21/2014	12/18/2014	
Tie Wre (Roll)	1	\$ 8.00	\$ 8.00	350,000 BTU Heaters			
# 9 Wire			\$ -	Torpedo Heater			
Cable Tie Downs			\$ -	Mushroom Heater			
Metal Stakes			\$ -	Propane Heater			
Plastic 24'x100' Roll	6	\$ 168.00	\$ 1,008.00	Scaffold Hoops and Poles	11/19/2014	12/19/2014	
100 # Propane Tank	4	\$ 100.00	\$ 400.00	One Time Charge			
Large Propane Tank			\$ -	Silo Enclosures	2	\$ 2,500.00	\$ 5,000.00
Mortar Accelerator -55 Gallon			\$ -	LABOR Hours			
Blankets			\$ -	DESCRIPTION:	HOURS	RATE	TOTAL
Electrical Cords - 100'	3	\$ 75.00	\$ 225.00	BRICKLAYER FOREMAN	32.00	\$ 105.20	\$ 3,366.40
Torch, Propane			\$ -	BRICKLAYER	3.00	\$ 98.21	\$ 294.63
Toggle Pins	75	\$ 1.00	\$ 75.00	LABORER	94.00	\$ 90.59	\$ 8,515.46
Wind Clips	100	\$ 1.00	\$ 100.00	OPERATOR			\$ -
PROPANE BILLS (AMERIGAS)	1	\$ 2,651.12	\$ 2,651.12	CARTAGE			\$ -
				LOST PRODUCTION			\$ -

TOTAL MATERIAL AND EQUIPMENT: \$ 16,085.74

Markup 15% \$ 2,412.86

Total Labor: \$ 12,176.49

Bond 1.50% \$ 182.65

TOTAL THIS CHANGE ORDER: \$ 30,857.74

THIS CHANGE ORDER BECOMES PART OF AND IN CONFORMANCE WITH EXISTING CONTRACT. IF ACCEPTED THE ABOVE PRICES AND SPECIFICATIONS OF THIS CHANGE ORDER ARE SATISFACTORY AND ARE HEREBY ACCEPTED. ALL WORK TO BE PERFORMED UNDER SAME TERMS AND CONDITIONS AS SPECIFIED IN ORIGINAL CONTRACT UNLESS SPECIFIED.



INVOICE
 SEND ALL PAYMENTS TO:
 SUNBELT RENTALS, INC.
 PO BOX 409211
 ATLANTA, GA 30384-9211

INVOICE NO.	49390113-001
ACCOUNT NO.	613618
INVOICE DATE	12/08/14
PAGE	1 of 1

COPY

INVOICE TO

1oz - 3947 - 4199
 MIDWEST MASONRY INC
 1335 WILHELM RD STE A
 MUNDELEIN IL 60060-4618

JOB ADDRESS
 MIDWEST MASONRY INC
 17W275 BUTTERFIELD RD
 YORKVILLE, IL 60560
 847-362-2211

14032

RECEIVED BY STEVE, STEVE	CONTRACT NO. 49390113
PURCHASE ORDER NO.	
JOB NO. 1 - MIDWEST MASONRY	
BRANCH CHICAGO CC PC490 1201 PAGNI DR. ELK GROVE VILLAGE, IL 60007-6 847-981-8677	

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	500-599K BTU LP/NG DIRECT FIRE HEATER 415170 Make: TOPP Model: SH500 Ser #: 951606	45.00	45.00	125.00	350.00	350.00
1	500-599K BTU LP/NG DIRECT FIRE HEATER 414389 Make: TOPP Model: SH500 Ser #: 003882	45.00	45.00	125.00	350.00	350.00
2	GAS PRESSURE REGULATOR					N/C
6	GAS HOSE 1/2" X 50'	3.00	3.00	8.00	24.00	144.00

Qty	Item number	Unit	Price	Amount
4	NR192021	EA	2.000	8.00
1	TOLL CHARGES			
1	FUELDEL	EA	29.500	29.50
1	FUEL DELIVERY FEE			
1	ENVIRONMENTAL	EA	9.800	9.80
1	ENVIRONMENTAL			
1	RENTAL PROTECTION PLAN	EA		126.60
	DELIVERY CHARGE			150.00
	PICKUP CHARGE			150.00
QTY	EQUIPMENT #			Amount

BILLED FOR FOUR WEEKS 11/21/14 THRU 12/18/14.

RECEIVED
 DEC 15 2014

BY:

Equipment. Service. Guaranteed.

REMIT TO:

NET DUE UPON RECEIPT

SUNBELT RENTALS, INC.
 PO BOX 409211
 ATLANTA, GA 30384-9211

Invoices not paid within 30 days may be subject
 to a 1-1/2% per month charge.

SUBTOTAL	1,317.90
SALES TAX	0.72
INVOICE TOTAL	1,318.62

AmeriGas
 1030 N Skokie Highway
 Gurnee IL 60031
 847-623-1555
 www.amerigas.com

COPY Invoice

AmeriGas

ACCOUNT NUMBER: 201568333
AMOUNT DUE: \$2,912.21
TERMS: Due 30 Days From Invoice

INVOICE NO: 802041463
INVOICE DATE: 11/24/2014
BILL TO: MIDWEST MASONRY, INC.
 1335 WILHELM
 MUNDELEIN IL 60080-4611

Ship-To #: 102829510 SHIP-TO NUMBER: 102829510 DELIVERED BY: AmeriGas

MIDWEST MASONRY
 17W275 BUTTERFIELD RD
 OAKBROOK TERRACE IL 60181

14032

Detail of Current Activity

Date	Ref No.	Description	PO Number	Misc. ID	Unit Price	Quantity	Extended Amount	Taxes	Amount Due
11/21/14	61816743	Propane			1.889	800.0	\$1,511.20		\$1,678.04
		HazMat Fee - T					\$10.59		
		Fuel Recovery Fee-T					\$7.18		
		State Sales Tax						\$95.56	
		County Sales Tax						\$26.75	
		City Sales Tax						\$26.76	
11/22/14	61816775	Special Trip Charge			125.00	1.0	\$125.00		\$125.00
		TOTAL BULK				800.0	\$1,528.97		\$1,678.04
		TOTAL CYLINDER				0.0	\$0.00		\$0.00
		TOTAL OTHER				1.0	\$125.00		\$125.00

14032 →

Extended Amount	Taxes	Amount Due
\$1,653.97	\$149.07	\$1,803.04

Extended Amount	Taxes	Amount Due
\$2,685.76	\$226.45	\$2,912.21

AmeriGas
 1030 N Skokie Highway
 Gurnee IL 60031
 847-623-1555
 www.amerigas.com

Invoice



ACCOUNT NUMBER: 201568333
 AMOUNT DUE: \$884.74
 TERMS: Due 30 Days From Invoice

INVOICE NO: 802074979
 INVOICE DATE: 12/01/2014
 BILL TO: MIDWEST MASONRY, INC.
 1335 WILHELM
 MUNDELEIN IL 60060-4611

4032

Ship-To #:102829510 SHIP-TO NUMBER: 102829510 DELIVERED BY: AmeriGas

MIDWEST MASONRY
 17W275 BUTTERFIELD RD
 OAKBROOK TERRACE IL 60181

COPY

Detail of Current Activity

Date	Ref No.	Description	PO Number	Misc. ID	Unit Price	Quantity	Extended Amount	Taxes	Amount Due
11/21/14	61816743	Propane			1.889	399.7	\$755.04		\$848.16
		HazMat Fee - T					\$10.59		
		Fuel Recovery Fee-T					\$7.18		
		State Sales Tax						\$48.30	
		County Sales Tax						\$13.52	
		City Sales Tax						\$13.53	
		TOTAL BULK				399.7	\$772.81		\$848.16
		TOTAL CYLINDER				0.0	\$0.00		\$0.00
		TOTAL OTHER				0.0	\$0.00		\$0.00

4032

→ 9

Extended Amount	Taxes	Amount Due
\$772.81	\$75.35	\$848.16

Extended Amount	Taxes	Amount Due
\$806.84	\$77.90	\$884.74

MIDWEST MASONRY, Inc.

MASON CONTRACTORS

1335 WILHELM ROAD • SUITE A
MUNDELEIN, ILLINOIS 60060

(847) 362-2211 • FAX (847) 362-9672

Work Performed

Series No. MW-0732

Date 11-19, 2014

Contractor HARBOUR CONTRACTORS INC.

Job Location Oakbrook Police

8 hrs. MASON FOREMAN (1)	hrs. MASON
14 hrs. LABOR FOREMAN	24 hrs. LABORER (3)
hrs. ENGINEER	hrs. CARTAGE
BRW'S MORTAR	EQUIPMENT RENTAL
BRICK	TABLE SAW
REINFORCING	HAND SAW
BLOCK	GRINDER

2 pc 100 LB Propane
Start scaffold winter protection

DESCRIPTION OF WORK PERFORMED

Set up Silos Enclosure
and Heater Box

Signed 

By D. Skiera
PLEASE PRINT

DAREK PLEWA
MIDWEST MASONRY, INC.

MIDWEST MASONRY, Inc.

MASON CONTRACTORS

1335 WILHELM ROAD • SUITE A

MUNDELEIN, ILLINOIS 60060

(847) 362-2211 • FAX (847) 362-9672

Work Performed

Series No. MW-0733

Date 11-19, 2014

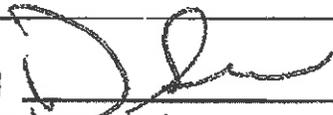
Contractor HARBOUR CONTRACTORS

Job Location Oakbrook Police

hrs. MASON FOREMAN	hrs. MASON
hrs. LABOR FOREMAN	hrs. LABORER
hrs. ENGINEER	hrs. CARTAGE
BRW'S MORTAR	EQUIPMENT RENTAL
BRICK	TABLE SAW
REINFORCING	HAND SAW
BLOCK	GRINDER
1 Heater Box	SCAFFOLDING
2 Silos Enclosure	

DESCRIPTION OF WORK PERFORMED

Rental For Winter protection
Start 11-19-14 To 12-01-14

Signed 

By D. Skiera
PLEASE PRINT

DARLEK PLEWA
MIDWEST MASONRY, INC.

MIDWEST MASONRY, Inc.

MASON CONTRACTORS

1335 WILHELM ROAD • SUITE A
MUNDELEIN, ILLINOIS 60060

(847) 362-2211 • FAX (847) 362-9672

Work Performed

Series No. MW-0734

Date 11-20, 2014

Contractor HARBOUR CONTRACTORS

Job Location Oakbrook Police

8 hrs. MASON FOREMAN (1)	hrs. MASON
hrs. LABOR FOREMAN	24 hrs. LABORER (3)
hrs. ENGINEER	hrs. CARTAGE
BRW'S MORTAR	EQUIPMENT RENTAL
BRICK	TABLE SAW
REINFORCING	HAND SAW
BLOCK 5 Rolls plastic	GRINDER

- 26pc Hops / 100 Wind clip SCAFFOLDING
- 1 Roll Tide Wire / 75pc toggle pins
- 3 100 Feet extension Cords

DESCRIPTION OF WORK PERFORMED

Install Hops on plastic
On scaffold Winter protection

Signed 

By D. Skren DARREK PLESA

JAN 27 2015



Interdepartmental Memo

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

From: Mihaela Dragan

Re: Letter of Recommendation
17W745 Butterfield Road, Suites A&B
Request For A Special Use Permit / Case #15-10
City Council Meeting: January 27, 2015

Date: January 15, 2015

REQUEST:

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

BACKGROUND:

A Public Hearing before the Planning and Zoning Commission was held on January 6, 2015, to consider a request by April L. Neukam to grant a special use permit as follows:

A special use permit pursuant to Section 156.087 (C) (29) to allow for physical therapy on the first floor of a building in the B-3 General Retail District.

The Petitioner signed a five (5) year lease with Stellco Properties to occupy space at 17W745 Butterfield Road, Suites A&B. The business space is 2,195 square feet and will consist of massage therapists, a personal golf trainer, and a physical therapist. At the time when the tenant signed the lease, neither the landlord nor the tenant verified with the City if the use was permitted.

The proposed uses are permitted in the B-3 General Retail district on the first floor except for the physical therapy:

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."

Other uses such as offices for chiropractors, acupuncture, and massage therapy, if the use is within 300 feet or more distance from the residential district, are permitted on the first floor in the B-3 district.

At this time, the request is for a special use to allow physical therapy on the first floor at 17W745 Butterfield Road, Suites A&B. The Planning and Zoning Commission voted 6-0 in favor of this request.

Chairman
Arnulfo Noble

Secretary
Janice Coglianese

Commissioners
Bruce Almeroth
Jan Donoval
Steve Schneider
Norene Myszkowski
Ann Ventura
Paul Smurawski



Mayor and City Council
City of Oakbrook Terrace

Letter of Recommendation

Re: 17W745 Butterfield Road, Suite A&B - Special Use Permit

Case: #15-10

Date: January 6, 2015

Ladies and Gentlemen:

Your Planning and Zoning Commission transmits for your consideration its recommendation to consider a request by April L. Neukam to grant a special use permit as follows:

A special use permit pursuant to Section 156.087 (C) (29) to allow for physical therapy on the first floor of a building in the B-3 General Retail District.

The motion for a proposed special use permit was voted on AND PASSED with the following vote:

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

Respectfully,

Arnulfo Noble, Chairman
Planning Zoning Commission
City of Oakbrook Terrace



City of Oakbrook Terrace
Planning & Zoning Commission Meeting
Tuesday, January 6, 2015
Case #15-10

The meeting was called to order by Chairman Noble at 6:00 P.M.

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

Absent: Myszkowski

Also Present: Building and Zoning Administrator Mihaela Dragan, City Attorney Peter Pacione, Building and Zoning / Planning and Zoning Secretary Janice Coglianese, and Petitioners April Neukam and Nestor Battung

Chairman Noble said the first order of business was to approve the minutes of November 18, 2014, Case #15-8, the request by Floramedex, LLC to allow a Medical Cannabis Dispensing Facility at 17W531 Roosevelt Road.

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

Chairman Noble asked for a motion.

MOTION Commissioner Smurawski entertained a motion to approve the minutes of November 18, 2014, Case #15-8, the request by Floramedex, LLC to allow a Medical Cannabis Dispensing Facility at 17W531 Roosevelt Road.

Commissioner Donoval seconded the motion.

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

Nays: None

Absent: Myszkowski

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

Chairman Noble said the second order of business was to approve the minutes of November 18, 2014, Case #15-9, the request by the owner of 1S635 Halsey Road for certain variations from the Zoning Code for new construction.

Commissioner Schneider said he was not present at the last meeting and his concern was the discrepancy in the footage of the house, and if the Petitioner was going to bring in additional blueprints.

Building and Zoning Administrator Dragan stated that the blueprints would be brought in at the time the Petitioner submits his Building and Zoning application and the ordinance is subject for approval at the next City Council meeting on January 13, 2015. The City Council did discuss the request at the previous meeting in December and will approve the request on the condition that the house has no more than 3,000 square feet of livable space.

Commissioner Ventura questioned the percentage of the lot.

Building and Zoning Administrator stated the percentage of the lot coverage would not exceed 40%.

Commissioner Ventura asked if this included the garage, sidewalks, sheds, and patio, and if the 40% was included in the City Code.

Building and Zoning Administrator said it did.

Commissioner Ventura remarked that she had checked into other towns that do not allow building a new home on the original foundation. She questioned applicants that would come into the City to build on the original foundation, and stated that they should have a structural engineering report.

City Attorney Pacione said that they were getting away from the topic of the minutes and that this issue could be brought up later in the meeting under "other business".

Chairman Noble requested a motion for the minutes of November 18, 2014, Case #15-9.

MOTION Commissioner Ventura entertained a motion to approve the minutes of November 18, 2014, Case #15-9, the request by the owner of 1S635 Halsey Road for certain variations from the Zoning Code for new construction.

Commissioner Smuraski seconded the motion.

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

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

Chairman Noble said the third order of business was to consider a request by Petitioner April L. Neukam to grant a special use permit as follows:

A special use permit pursuant to Section 156.087 (C) (29) to allow for physical therapy on the first floor of a building in the B-3 General Retail District.

Chairman Noble asked all who would be speaking to stand and be sworn in.

Petitioners April Neukam and Nestor Battung were sworn in by Building and Zoning / Planning and Zoning Secretary Coglianesse.

Chairman Noble asked the Petitioners to state their case.

Petitioner Neukam took the floor and stated they were here this evening requesting a special use permit for 17W745 Butterfield Road to be able to have a physical therapy business in a one story building, which is zoned for retail. Petitioner Neukam stated that there are previously other similar businesses such as dentistry, chiropractor, and massage therapy occupying suites in the same location, and she doesn't have an option to go to a second floor since it is a one-story building.

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

Building and Zoning Administrator Dragan stated that the Commission received her memo dated December 19, 2014 stating in the B-3 General Retail District, physical, occupational, and speech therapy are allowed only above the first floor of a building, unless a special use permit is granted. Other uses such as offices for chiropractor, acupuncture, and massage therapy are allowed if within 300 feet or more distance from a residential district on the first floor in the B-3 District. The Petitioner submitted a sketch of the floor plan showing a proposal of massage therapists, a personal golf trainer, and a physical therapist. At a future meeting, staff will propose a text amendment to the current code to allow physical, occupational, and speech

therapy on the first floor of an one-story building in the B-3 District, which will apply to Stellco Properties and the Midwest Office Center.

Building and Zoning Administrator Dragan continued to state that the original ordinance contemplated general retail throughout the major areas; however, she commented that if you are familiar with the area, it is difficult to bring B-3 General Retail into this location unless there was redevelopment, but for now she thinks the Petitioner's use is appropriate.

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

Commissioner Smurawski asked if there was another business involving children in the same building or did they have the entire building to themselves.

Petitioner Neukam stated they will occupy just Suites A and B.

Petitioner Battung mentioned the unit with the children was on the other side, and that Suites A and B are stand-alone units as you pull into the drive.

Commissioner Donoval asked if the physical therapy was for golfers only.

Petitioner Neukam commented that it was not for golfers only and that she will be working closely with a golf fitness instructor in the same facility.

Commissioner Donoval asked why golf and physical therapy.

Petitioner Neukam pointed out that the golf trainer does personal training as well as specific golf training, and that she treats a lot of golfers, but generally she does physical therapy and out-patient therapy.

Building and Zoning Administrator Dragan clarified that the Petitioners actually intend to occupy 2200 square feet for Suites A and B and the entire property was previously zoned B-1 Professional Office, which would allow their request, but has been rezoned B-3 General Retail.

Commissioner Schneider asked how many clients would be coming in on a daily basis.

Petitioner Neukam noted, including a combination of all of them, between 20-30 people on a daily basis; both physical therapy and personal training will probably have 8-10 clients each.

Chairman Noble asked if there were any other questions from the Commissioners. There were none.

Chairman Noble opened the floor for public participation and positive testimony; there was none.

Chairman Noble asked for any negative testimony; there was none.

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.

Chairman Noble asked for a motion for the request by Petitioner April L. Neukam to grant a special use permit as follows:

A special use permit pursuant to Section 156.087 (C) (29) to allow for physical therapy on the first floor of a building in the B-3 General Retail District.

MOTION Commissioner Schneider entertained a motion to approve the request by Petitioner April L. Neukam to grant a special use permit as follows:

A special use permit pursuant to Section 156.087 (C) (29) to allow for physical therapy on the first floor of a building in the B-3 General Retail District.

Commissioner Donoval seconded the motion.

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

Nays: None

Absent: Myszkowski

MOTION PASSED UNANIMOUSLY WITH A VOTE OF 6-0.

The Petitioners thanked the Commissioners.

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 January 27, 2015 City Council meeting agenda, and that the Commission may wish to cancel the January 20, 2015 Planning and Zoning Commission meeting since there are no cases scheduled. Building and Zoning Administrator Dragan stated that Planning and Zoning Secretary Coglianese will contact the Commission when the next Planning and Zoning meeting is scheduled.

City Attorney Pacione mentioned this would be the time to ask any other questions under "other business".

Commissioner Ventura stated she would like the Commission to consider an addition to the ordinance that when a new home is built on the original foundation, a structural engineering report would be required or the original foundation removed as they do in other communities.

City Attorney Pacione specified that there was no action to take because it is not an agenda item.

Building and Zoning Administrator Dragan commented even in a planned review, it is considered new construction and they use the outside console for new construction, and they would require a structural engineer; however, the architect would demonstrate this, but she did agree with Commissioner Ventura that there should be something in the books suggesting this, not in the Zoning Code, but as a Building Code amendment if necessary.

Building and Zoning Administrator Dragan mentioned that she would bring it to the attention of the City Council at a future meeting as a proposed text amendment to the Residential Building Code.

City Attorney Pacione asked if Commissioner Ventura wanted Building and Zoning Administrator Dragan to follow up with this.

Commissioner Ventura said she did.

Building and Zoning Administrator Dragan said she would do this and get back to them at the next scheduled Planning and Zoning meeting.

Commissioner Ventura inquired about the results of the medical cannabis.

Building and Zoning Administrator Dragan said the City Council did not make a decision at the December's meeting.

Chairman Noble asked for a motion to cancel the Planning and Zoning meeting.

MOTION Commissioner Schneider entertained a motion to cancel the Planning and Zoning meeting.

Commissioner Smurawski seconded the motion.

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

Chairman Noble asked for a motion to adjourn the meeting.

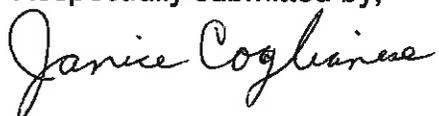
MOTION Commissioner Smurawski entertained a motion to adjourn the meeting.

Commissioner Schneider seconded the motion.

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

Chairman Noble adjourned the meeting at 6:20 P.M.

Respectfully submitted by,



Janice Coglianese

Building and Zoning / Planning and Zoning Secretary

REPORT OF PROCEEDINGS - January 6, 2015

<p style="text-align: center;">1</p> <p>1 CITY OF OAKBROOK TERRACE 2 PLANNING & ZONING COMMISSION 3 4 5 Tuesday, January 6, 2015 6 6:00 p.m. 7 8 9 10 11 IN RE: Case No. 15-10 12 Special Use Permit 13 17W745 Butterfield Road, Suites A & B 14 15 16 17 18 19 20 21 RECORD OF PROCEEDINGS had before Haley Goodwin taken 22 at 17W275 Butterfield Road, Oakbrook Terrace, Illinois 23 on the 6th of January, 2015 commencing at 6:00 p.m. in 24 reference to the above-entitled cause.</p>	<p style="text-align: center;">3</p> <p>1 REPORT OF PROCEEDINGS 2 JANUARY 6, 2015 3 CHAIRMAN NOBLE: Good 4 evening, ladies and gentlemen. The 5 City of Oakbrook Terrace Planning and 6 Zoning Commission would like to call 7 this meeting to order January 6, 2015 8 6:00 p.m. 9 Janice, our secretary, 10 please call the roll. 11 SECRETARY COGLIANESE: 12 Chairman Noble? 13 CHAIRMAN NOBLE: Here. 14 SECRETARY COGLIANESE: 15 Commissioner Schneider? 16 COMMISSIONER SCHNEIDER: 17 Here. 18 SECRETARY COGLIANESE: 19 Ventura: 20 COMMISSIONER VENTURA: 21 Here. 22 SECRETARY COGLIANESE: 23 Myszkowski, absent. 24 Almeroth?</p>
<p style="text-align: center;">2</p> <p>1 APPEARANCES 2 3 4 COMMISSIONER ALMEROTH 5 COMMISSIONER DONOVAL 6 COMMISSIONER SCHNEIDER 7 COMMISSIONER VENTURA 8 COMMISSION SMURAWSKI 9 10 CHAIRMAN NOBLE 11 12 SECRETARY COGLIANESE 13 14 MR. PACIONE, City Attorney 15 16 MS. DRAGAN, 17 Building & Zoning Administrator 18 19 20 21 22 23 24</p>	<p style="text-align: center;">4</p> <p>1 COMMISSIONER ALMEROTH: 2 Here. 3 SECRETARY COGLIANESE: 4 Donoval? 5 COMMISSIONER DONOVAL: 6 Here. 7 SECRETARY COGLIANESE: 8 Smurawski? 9 COMMISSIONER SMURAWSKI: 10 Here. 11 SECRETARY COGLIANESE: 12 Thank you. 13 CHAIRMAN NOBLE: First 14 order of business is to approve the 15 minutes of Case No. 15-8, 11/18/2014, 16 the medical cannabis dispensing 17 facility. 18 Any discussions from 19 the Commissioners? 20 If none, we'll have a 21 voice vote. 22 MR. PACIONE: You need 23 a motion first. 24 CHAIRMAN NOBLE: Can we</p>

REPORT OF PROCEEDINGS - January 6, 2015

<p style="text-align: center;">5</p> <p>1 have a motion from the floor? 2 COMMISSIONER SMURAWSKI: 3 I'll make a motion to move. 4 CHAIRMAN NOBLE: Any 5 second? 6 COMMISSIONER DONOVAL: 7 I second. 8 COMMISSIONER ALMEROTH: 9 Is the motion to approve? 10 COMMISSIONER SMURAWSKI: 11 Motion to approve. 12 CHAIRMAN NOBLE: Any 13 other discussions? 14 We'll have a voice 15 vote. All who are in favor, say 16 aye? 17 (Chorus of ayes.) 18 CHAIRMAN NOBLE: Any 19 opposed? 20 Motion carried. 21 Second order of 22 business is to approve the minutes of 23 Case No. 15-9, 11/18/2014, 1S635 24 Halsey, new home.</p>	<p style="text-align: center;">7</p> <p>1 meeting in December, and they will 2 approve the request of conditions on 3 the house being no more than 3,000 4 square feet livable space. 5 COMMISSIONER VENTURA: 6 What about the percentage of lot, 7 though? 8 MS. DRAGAN: The lot 9 coverage will not exceed 40 percent. 10 They submitted a -- 11 COMMISSIONER VENTURA: 12 Okay. And that's our ordinance is 40 13 percent including the garage, the 14 sidewalks, the patio -- 15 MS. DRAGAN: Any 16 structures. 17 COMMISSIONER VENTURA: 18 Okay. And then I had checked around 19 some other municipalities, and I found 20 out that a lot of municipalities 21 don't allow building on original 22 foundations, like Villa Park said just 23 about never. And I'm just 24 questioning when somebody comes in and</p>
<p style="text-align: center;">6</p> <p>1 Any discussions from 2 the Commissioners? 3 Can we have a motion? 4 COMMISSIONER SCHNEIDER: 5 I have a question. 6 CHAIRMAN NOBLE: Okay. 7 COMMISSIONER SCHNEIDER: 8 I was absent at that meeting, but 9 from what I understood the man sat 10 here and talked about a 4,000 square 11 foot home and it came up it's only 12 2400 square feet. There's cement in 13 his driveway where the other square 14 footage is. 15 And my concern is, is 16 he bringing in blueprints and this -- 17 because he had nothing but a little 18 diagram -- 19 MS. DRAGAN: No, he 20 will bring blueprints for the permits. 21 The ordinance is subject to be 22 approved at the next council meeting 23 on January 13th. However, the council 24 discussed that request at the previous</p>	<p style="text-align: center;">8</p> <p>1 wants to use the original foundation, 2 they really ought to have a 3 structural engineering report to 4 support that. 5 MR. PACIONE: Can I 6 stop you? Only because we're getting 7 off topic. We're here just for the 8 minutes. If we have some other -- 9 if we want to put it under business, 10 we can, but right now we're just 11 talking about approval of the minutes. 12 Sorry, I didn't mean to 13 interrupt. 14 COMMISSIONER VENTURA: 15 No, that's okay. 16 But when they ask for 17 discussion, that's why I thought it 18 was the time to discuss that. 19 MR. PACIONE: Just 20 really for any changes -- 21 COMMISSIONER VENTURA: 22 So, that's why I brought that up -- 23 CHAIRMAN NOBLE: So, as 24 far as the 4,000 square foot is or</p>

REPORT OF PROCEEDINGS - January 6, 2015

<p style="text-align: center;">9</p> <p>1 whatever he wants -- 2 COMMISSIONER SCHNEIDER: 3 Well, he said we're here to approve 4 the minutes at this time, so -- 5 CHAIRMAN NOBLE: Okay. 6 Any other discussions on that 7 construction? 8 Janice, please call the 9 roll. 10 SECRETARY COGLIANESE: 11 We have to take a motion. 12 MR. PACIONE: Yes, I 13 don't think we have a motion. 14 CHAIRMAN NOBLE: Motion 15 on the floor? 16 COMMISSIONER VENTURA: 17 I make a motion to approve the 18 minutes of Case 15-9 for 1 South 635 19 Halsey Road, new construction. 20 CHAIRMAN NOBLE: Any 21 second? 22 COMMISSIONER SMURAWSKI: 23 Second. 24 CHAIRMAN NOBLE: Please</p>	<p style="text-align: center;">11</p> <p>1 stand up so you can be sworn in. 2 SECRETARY COGLIANESE: 3 Just the two of you? 4 MS. NEUKAM: Yes. 5 SECRETARY COGLIANESE: 6 Okay. 7 CHAIRMAN NOBLE: Raise 8 your right hand. 9 SECRETARY COGLIANESE: 10 Please raise your right hands. State 11 your names. 12 MR. BATTUNG: Nestor 13 Battung. 14 MS. NEUKAM: April 15 Neukam. 16 SECRETARY COGLIANESE: 17 Okay. Do you swear to tell the 18 truth, the whole truth, and nothing 19 but the truth so help you God? 20 MR. BATTUNG: Yes. 21 MS. NEUKAM: I do. 22 SECRETARY COGLIANESE: 23 Thank you. 24 CHAIRMAN NOBLE: Please</p>
<p style="text-align: center;">10</p> <p>1 call the roll. 2 MR. PACIONE: No, all 3 in favor. 4 SECRETARY COGLIANESE: 5 Voice vote. 6 CHAIRMAN NOBLE: Okay. 7 We'll have a voice vote. 8 All in favor? 9 (Chorus of ayes.) 10 CHAIRMAN NOBLE: Any 11 opposed? 12 Motion carried. 13 Third order of business 14 is Case 15-10, special use permit for 15 17 West 745 Butterfield Road, Suite A 16 and B, to consider a request by April 17 Neukam to grant a special use permit 18 as follows: A special use permit 19 pursuant to Section 156.087(C)(29) to 20 allow for physical therapy on the 21 first floor of building in the B-3 22 general retail district. 23 Those people that are 24 going to make the presentation, please</p>	<p style="text-align: center;">12</p> <p>1 start your case. 2 MS. NEUKAM: So, we are 3 basically here to request a special 4 use permit for the address that you 5 mentioned, 17 West 745 Butterfield 6 Road to have a physical therapy 7 business in that location. It's only 8 a first -- there's only one floor in 9 the building, the commercial building, 10 so that's why we would need the 11 special use permit as it is not 12 retail. 13 There are similar 14 businesses operating out of the 15 commercial building; there's 16 dentistry, chiropractic, massage 17 therapy. So, we feel that it -- you 18 know, it goes along with what's 19 already being operated out of the 20 area. And it is only one floor, so 21 there's not an option to go to a 22 second floor. 23 CHAIRMAN NOBLE: Any 24 comments -- or can we get some input</p>

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<p style="text-align: center;">13</p> <p>1 from the Zoning Administrator, 2 Mihaela?</p> <p>3 MS. DRAGAN: Thank you, 4 Mr. Chairman.</p> <p>5 You received my memo 6 dated December 19th. Specifically in 7 the B-3 general retail district 8 physical, occupation, and speech 9 therapy are only allowed above the 10 first floor of the building unless a 11 special use permit is granted. Other 12 uses such as offices for 13 chiropractors, acupuncture, and 14 massage therapy if the use is within 15 300 feet or more distance from the 16 residential district are permitted on 17 the first floor in the B-3 district.</p> <p>18 The petitioner submitted 19 a sketched floor plan that shows 20 they're proposing two massage 21 therapies, one personal trainer, as 22 well as a goal fitness trainer and 23 the physical therapist. I think the 24 proposed use -- the other uses are</p>	<p style="text-align: center;">15</p> <p>1 retail, but I think at this time the 2 use is appropriate. And, as I 3 indicated, at some point staff will 4 discuss with the council numerous text 5 amendments including to allow such a 6 use on the first floor in the office 7 building zoned B-3.</p> <p>8 CHAIRMAN NOBLE: Thank 9 you, Mihaela.</p> <p>10 Any comments or any 11 questions from the Commissioner? Yes, 12 Paul?</p> <p>13 COMMISSIONER SMURAWSKI: 14 There's another business in that 15 building, isn't there, where the -- 16 children something or other, or -- or 17 is it where you're going to have the 18 whole building to yourselves, or --</p> <p>19 MS. NEUKAM: We'll just 20 have Suite A and B. There is -- I 21 believe there is a children's --</p> <p>22 MR. BATTUNG: I think 23 they're all on the other side, 24 because we're the standalone when you</p>
<p style="text-align: center;">14</p> <p>1 permitted, so the request is only for 2 the physical therapy to be allowed on 3 the first floor.</p> <p>4 At a future meeting 5 staff will discuss with the City 6 Council and will actually propose a 7 text amendment to the current code to 8 allow physical occupational and speech 9 therapy on the first floor of 10 one-story office buildings in the B-3 11 district, which applies to this office 12 building complex, Midwest Office 13 Center. I think the original 14 ordinance at the time when the change 15 was done contemplated general retail 16 throughout major areas; Butterfield 17 Road, 27th Street. They're major 18 roads. However, it is very difficult 19 if you're familiar with the building 20 and the location to bring B-3 general 21 retail.</p> <p>22 Upon redevelopment would 23 be a different configuration, and I 24 think they should go through general</p>	<p style="text-align: center;">16</p> <p>1 pull in the drive. Not certain 2 exactly on the end in C and D what 3 is in there.</p> <p>4 COMMISSIONER SMURAWSKI: 5 I see.</p> <p>6 COMMISSIONER DONOVAL: 7 So, the physical therapy that's going 8 to be for golfers only, or for 9 public?</p> <p>10 MS. NEUKAM: No, we 11 just will also have -- I work closely 12 with a golf fitness instructor, so 13 he'll be in there operating some of 14 his golf training within the same 15 facility.</p> <p>16 COMMISSIONER DONOVAL: 17 I was wondering why golf and physical 18 therapy --</p> <p>19 MS. NEUKAM: He does 20 personal training as well as golf 21 specific training, so we work closely 22 together. And I do treat a lot of 23 golfers, but it will be just general 24 physical therapy, outpatient physical</p>

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<p style="text-align: center;">17</p> <p>1 therapy.</p> <p>2 COMMISSIONER DONOVAL:</p> <p>3 Thank you.</p> <p>4 CHAIRMAN NOBLE: Any</p> <p>5 other questions from the -- oh,</p> <p>6 Mihaela?</p> <p>7 MS. DRAGAN: I just</p> <p>8 wanted to clarify they actually take</p> <p>9 approximately 2200 square feet, Suite</p> <p>10 A and B in that building. And the</p> <p>11 entire complex was previously zoned</p> <p>12 B-1 professional office as you may</p> <p>13 recall, so this use would be allowed.</p> <p>14 However, since then the City did --</p> <p>15 the City was rezoning, and the</p> <p>16 complex was rezoned to B-3 general</p> <p>17 retail. And, again, with the intent</p> <p>18 that at some point redevelopment would</p> <p>19 be considered, and at the time the</p> <p>20 City felt it would be more</p> <p>21 appropriate to have that zoned as</p> <p>22 general retail.</p> <p>23 CHAIRMAN NOBLE: Thank</p> <p>24 you, Mihaela.</p>	<p style="text-align: center;">19</p> <p>1 probably seeing eight to ten a day,</p> <p>2 so --</p> <p>3 COMMISSIONER SCHNEIDER:</p> <p>4 Thank you.</p> <p>5 CHAIRMAN NOBLE: Any</p> <p>6 other questions from the Commissioner?</p> <p>7 Okay. Now, I would</p> <p>8 like to open up to the public hearing</p> <p>9 any positive testimony from the floor.</p> <p>10 Let it be known there's</p> <p>11 none.</p> <p>12 SECRETARY COGLIANESE:</p> <p>13 Let the record show none.</p> <p>14 CHAIRMAN NOBLE: Any</p> <p>15 negative testimony from the floor?</p> <p>16 SECRETARY COGLIANESE:</p> <p>17 Let the record show none.</p> <p>18 CHAIRMAN NOBLE: The</p> <p>19 hearing is now closed for the public</p> <p>20 portion.</p> <p>21 Any other comments from</p> <p>22 our City Attorney?</p> <p>23 MR. PACIONE: No</p> <p>24 comments.</p>
<p style="text-align: center;">18</p> <p>1 Any other questions</p> <p>2 from the Commissioners?</p> <p>3 COMMISSIONER SCHNEIDER:</p> <p>4 I do.</p> <p>5 Out of all the</p> <p>6 categories that she -- the people you</p> <p>7 see, how many people do you feel</p> <p>8 would be coming there on a daily</p> <p>9 basis?</p> <p>10 MS. NEUKAM: How many</p> <p>11 clients would be coming in?</p> <p>12 COMMISSIONER SCHNEIDER:</p> <p>13 Yes?</p> <p>14 MS. NEUKAM: If you</p> <p>15 combine all of us, I would say there</p> <p>16 would probably be 20 to 30 on a</p> <p>17 daily basis coming in and out.</p> <p>18 COMMISSIONER SCHNEIDER:</p> <p>19 Okay.</p> <p>20 MS. NEUKAM: Physical</p> <p>21 therapy alone would be, you know,</p> <p>22 eight to ten, so if you figure each</p> <p>23 of the -- you know, massage, physical</p> <p>24 therapy, and the personal training are</p>	<p style="text-align: center;">20</p> <p>1 CHAIRMAN NOBLE: Did</p> <p>2 you hear that?</p> <p>3 SECRETARY COGLIANESE:</p> <p>4 Yes, I did. Thank you.</p> <p>5 CHAIRMAN NOBLE: Any</p> <p>6 other questions from the</p> <p>7 Commissioners?</p> <p>8 No other questions.</p> <p>9 Can we have a motion on</p> <p>10 the floor for the present Case 15-10,</p> <p>11 the special use permit; any motion</p> <p>12 from the floor?</p> <p>13 COMMISSIONER SCHNEIDER:</p> <p>14 Motion to approve Case 15-10, special</p> <p>15 use permit.</p> <p>16 CHAIRMAN NOBLE: Any</p> <p>17 second?</p> <p>18 COMMISSIONER DONOVAL:</p> <p>19 I second.</p> <p>20 CHAIRMAN NOBLE: Okay.</p> <p>21 Any final discussion?</p> <p>22 Janice, could you</p> <p>23 please call the roll?</p> <p>24 SECRETARY COGLIANESE:</p>

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<p style="text-align: center;">21</p> <p>1 Schneider? 2 COMMISSIONER SCHNEIDER: 3 Yes. 4 SECRETARY COGLIANESE: 5 Ventura? 6 COMMISSIONER VENTURA: 7 Yes. 8 SECRETARY COGLIANESE: 9 Myszkowski, absent. 10 Almeroth? 11 COMMISSIONER ALMEROTH: 12 Yes. 13 SECRETARY COGLIANESE: 14 Donoval? 15 COMMISSIONER DONOVAL: 16 Yes. 17 SECRETARY COGLIANESE: 18 Smurawski? 19 COMMISSIONER SMURAWSKI: 20 Yes. 21 SECRETARY COGLIANESE: 22 And Chairman Noble? 23 CHAIRMAN NOBLE: Yes. 24 SECRETARY COGLIANESE:</p>	<p style="text-align: center;">23</p> <p>1 CHAIRMAN NOBLE: 7:00 2 o'clock. 3 MR. BATTUNG: Very 4 good. 5 CHAIRMAN NOBLE: Thank 6 you. 7 MR. BATTUNG: Thank 8 you. 9 MS. NEUKAM: Thank you. 10 CHAIRMAN NOBLE: 11 Mihaela, when is the next meeting? 12 MS. DRAGAN: The 13 Commission may wish to cancel the 14 January 20th Planning and Zoning 15 Commission meeting since there are no 16 cases scheduled. 17 Planning and Zoning 18 Commission Secretary Jan will contact 19 you when the next Planing and Zoning 20 meeting is scheduled, probably in 21 February. 22 CHAIRMAN NOBLE: 23 Probably February, okay. 24 MR. PACIONE: And if</p>
<p style="text-align: center;">22</p> <p>1 It has been approved six to zero. 2 CHAIRMAN NOBLE: 3 Mihaela, when will it go to the City 4 Council for -- 5 MS. DRAGAN: The letter 6 of recommendation will be placed on 7 the agenda for the January 27th City 8 Council meeting, so you'll need to be 9 in attendance at that meeting as 10 well. 11 MR. BATTUNG: All 12 right. 13 CHAIRMAN NOBLE: 14 Everything is okay as far as the 15 Zoning and Planning Commission. 16 MR. BATTUNG: Very 17 good. 18 MS. NEUKAM: Thank you. 19 MR. BATTUNG: So, 20 January 27th at 6:00 o'clock? 21 CHAIRMAN NOBLE: With 22 the City Council. 23 MS. DRAGAN: Actually, 24 it's 7:00.</p>	<p style="text-align: center;">24</p> <p>1 you wanted to ask your question, do 2 it now. 3 COMMISSIONER VENTURA: 4 Okay. Under other business and for 5 discussion, would the Zoning Board 6 like to consider an addition on an 7 ordinance for new construction that 8 when a home is being built on the 9 original foundation that a structural 10 engineering report would be required 11 or the original foundation removed? 12 Just in keeping with we don't have 13 substandard construction that -- know, 14 I checked with other municipalities 15 surrounding Oakbrook Terrace, and 16 that's not very common that a large 17 home could be built on an original 18 foundation. 19 MR. PACIONE: So, is 20 this something you just want staff to 21 take a look at -- because they're 22 proposing -- 23 COMMISSIONER VENTURA: 24 Yes. We've had a number of homes</p>

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<p style="text-align: center;">25</p> <p>1 built that way, and, you know, it's 2 -- I personally don't think that's a 3 good idea, and, you know -- unless 4 there was a structural engineering 5 report to support that. 6 MR. PACIONE: There's 7 no action you can take because it's 8 not an agenda item, but if you want 9 staff at your direction -- 10 MS. DRAGAN: Even in a 11 planned reviewer, it's considered new 12 construction and we're using the 13 outside console for the new 14 construction. And usually, yes, they 15 require the structure engineer; 16 sometimes, however, the architect 17 demonstrates that it's, of course, the 18 reinforcing the bars and -- but I 19 think Ann's point is very good to 20 have something in the books. I don't 21 know if it's appropriate to have that 22 in the zoning code. To me it's 23 mostly like a building code amendment. 24 COMMISSIONER VENTURA:</p>	<p style="text-align: center;">27</p> <p>1 follow up, and I will get back to 2 you at the next meeting. 3 COMMISSIONER VENTURA: 4 Thank you. 5 CHAIRMAN NOBLE: Any 6 other comments on the floor, or 7 changes, or whatever? 8 COMMISSIONER VENTURA: 9 One other comment. 10 What happened with the 11 cannabis? 12 MS. DRAGAN: It was 13 discussed at the previous meeting. 14 At this time it's tabled. The 15 council may make a decision at the 16 next meeting on January 13th. 17 MR. PACIONE: Was it 18 tabled, or -- 19 MS. DRAGAN: Actually, 20 they -- I think it was continued. 21 They did not make a decision in 22 December. 23 MR. PACIONE: Okay. 24 CHAIRMAN NOBLE: Okay.</p>
<p style="text-align: center;">26</p> <p>1 Oh, okay. 2 MR. PACIONE: That was 3 going to be my opinion, too. 4 COMMISSIONER VENTURA: 5 A building code amendment then, so 6 that would -- 7 MS. DRAGAN: The 8 residential building code. 9 COMMISSIONER VENTURA: 10 Yes. 11 MS. DRAGAN: I think 12 the Commission may recommend, and I 13 will bring it to the City Council at 14 a future meeting, for -- as a 15 proposed text amendment to the 16 residential building code. 17 MR. PACIONE: So, is it 18 your direction to have them take a 19 look at that? 20 COMMISSIONER VENTURA: 21 Yes. Thank you. 22 CHAIRMAN NOBLE: So, 23 you'll follow it up? 24 MS. DRAGAN: I will</p>	<p style="text-align: center;">28</p> <p>1 I would like to get a motion to 2 cancel the next meeting from the 3 floor; any motion from the floor? 4 COMMISSIONER SCHNEIDER: 5 Motion to cancel January 20th meeting. 6 CHAIRMAN NOBLE: Any 7 second? 8 COMMISSIONER SMURAWSKI: 9 Second. 10 CHAIRMAN NOBLE: Second 11 by Paul. 12 I would like to get a 13 voice vote. All in favor? 14 (Chorus of ayes.) 15 CHAIRMAN NOBLE: Any 16 opposed? 17 MR. PACIONE: You need 18 a motion to adjourn. 19 CHAIRMAN NOBLE: I 20 would like to get a motion on the 21 floor to adjourn our meeting motion. 22 COMMISSIONER SMURAWSKI: 23 Motion to adjourn. 24 CHAIRMAN NOBLE: Okay.</p>

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<p>29</p> <p>1 COMMISSIONER SCHNEIDER: 2 Second. 3 CHAIRMAN NOBLE: And 4 second, Steve. 5 All in favor? 6 (Chorus of ayes.) 7 CHAIRMAN NOBLE: 8 Opposed? 9 SECRETARY COGLIANESE: 10 Motion passed. 11 CHAIRMAN NOBLE: 12 Meeting it adjourned. 13 14 15 16 17 18 19 20 21 22 23 24 ***</p>	

RESOLUTION NO. 15 -

**A RESOLUTION APPOINTING AN AUTHORIZED AGENT TO THE
ILLINOIS MUNICIPAL RETIREMENT FUND FOR THE
CITY OF OAKBROOK TERRACE, ILLINOIS**

WHEREAS, the City of Oakbrook Terrace, Illinois (the “City”) participates in the Illinois Municipal Retirement Fund;

WHEREAS, Section 7-135 of the Illinois Pension Code (40 ILCS 5/7-135) provides for each participating municipality to appoint an authorized agent to Illinois Municipal Retirement Fund who shall have the powers and duties set forth in that section; and

WHEREAS, the Mayor has proposed to the corporate authorities for approval, Michael Sarallo for appointment as the authorized agent to Illinois Municipal Retirement Fund who shall have the powers and duties set forth in Section 7-135 of the Illinois Pension Code (40 ILCS 5/7-135);

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

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

Section 2: The corporate authorities of the City hereby incorporate the foregoing preamble clauses into this resolution.

Section 3: The Mayor hereby appoints Michael Sarallo to be the City’s authorized agent to Illinois Municipal Retirement Fund who shall have the powers and duties set forth in Section 7-135 of the Illinois Pension Code (40 ILCS 5/7-135), subject to the approval of the corporate authorities.

Section 4: The corporate authorities of the City hereby approve the appointment of Michael Sarallo to be the City’s authorized agent to Illinois Municipal Retirement Fund who shall have the powers and duties set forth in Section 7-135 of the Illinois Pension Code (40 ILCS 5/7-135), effective immediately.

Section 5: All resolutions or parts of resolutions in conflict with the provisions of this Resolution and hereby repealed to the extent of the conflict.

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

Section 6: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED this 10th day of February 2015, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

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

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

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

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

JAN 27 2015

ORDINANCE NO. 15 –

AN ORDINANCE AMENDING THE PROVISIONS OF SECTION 52.01 ENTITLED “PURPOSE AND AUTHORITY” AND SECTION 52.02 ENTITLED “CONNECTION TO WATER SYSTEM REQUIRED” OF CHAPTER 52 ENTITLED “WATER SUPPLY SYSTEM” OF TITLE V ENTITLED “PUBLIC WORKS” OF THE CODE OF OAKBROOK TERRACE, ILLINOIS

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

WHEREAS, Section 52.01(B) of the Code of Oakbrook Terrace, Illinois, authorizes certain officers of the City to enforce Chapter 52 of the Code of Oakbrook Terrace, Illinois;

WHEREAS, Section 52.02 of the Code of Oakbrook Terrace, Illinois, establishes the conditions requiring connection to the City’s water supply system; and

WHEREAS, the City Council has determined that it is desirable, necessary and in the public interest to amend Section 52.01(B) and Section 52.02 of the Code of Oakbrook Terrace, Illinois, to provide for additional city personnel to enforce Chapter 52 of the Code of Oakbrook Terrace, Illinois, and to establish additional conditions requiring connection to the City’s water supply system;

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

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

Section 2. Section 52.01(B) entitled “Purpose and Authority” of Chapter 52 entitled “Water Supply System” of Title V Entitled “Public Works” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§52.01 PURPOSE AND AUTHORITY

(A) The purpose of these §§ 52.01 through 52.23 is to set forth the city’s policies regarding water line extensions, tap-on procedures, and water rates and charges, and to provide regulations for the implementation of those policies.

(B) The City Administrator, Chief of Police and Public Services Director, or their designees, individually and collectively, are hereby authorized to enforce all of the provisions of this chapter. In the absence of any of these individuals and under circumstances constituting an emergency, the Mayor is hereby authorized to enforce all of the provisions of this chapter.

Section 3. Section 52.02 entitled “Connection to Water System Required” of Chapter 52 entitled “Water Supply System” of Title V Entitled “Public Works” of the Code of Oakbrook Terrace, Illinois, as amended, is hereby further amended to read as follows:

§52.02 CONNECTION TO WATER SYSTEM REQUIRED

(A) Except as otherwise provided in this chapter, no person shall maintain any private water supply system in this city without approval of the city.

(B) Where a public water main is not reasonably accessible in an area under the jurisdiction of the city, each building in such area shall be served by a private potable water supply system which conforms to the regulations of the Illinois Environmental Protection Agency. Reasonable accessibility to a public water main shall be deemed to exist if such a water main is located in any street, alley or right-of-way adjacent to or within 100 feet of any lot line of the parcel on which such building is located, and permission is granted by the public body in control of the water main.

(C) Whenever a public water main becomes reasonably accessible to property served by a private water supply system, and permission is granted by the public body in control of the water main, connection shall be made to the public water main in accordance with the provisions of this chapter, and the use and maintenance of the private water supply system shall be discontinued.

(D) The owner or manager of any and all buildings or uses other than a single-family dwelling, for which water is provided by a water service connection to the city’s public water system, shall install or cause to be installed a reduced pressure zone (“RPZ”) backflow preventer to the water system for the building or use. The RPZ shall be tested annually by the owner or manager of the building or use, who shall also file a written report of the condition of the RPZ with the city’s water department. If testing indicates that the RPZ is malfunctioning, it shall be repaired or replaced by the owner or manager of the building or use within 60 days after the testing is completed.

(E) Whenever the owner of an improved property that is serviced by a private water well elects or is required to connect to the city’s water system or any other public water system within the area of the city’s jurisdiction, the property owner shall agree to seal the well on the property in accordance with the regulations of the Illinois Plumbing Code, as amended, and the regulations of the DuPage County Health Department, as they exist when the well is to be sealed. The well shall be sealed within 30 days from the date of connection to the city’s water system or other public water system within the area of the city’s jurisdiction.

(F) Upon the transfer of ownership of a property that is equipped with a supplemental well (originally approved for irrigation in 1999), the new property owner shall cause the supplemental well to be sealed within 30 days by a licensed well sealer in accordance

with the DuPage County Health Department standards. DuPage County shall inspect the sealing of the well and forward the well sealing affidavit to the Public Services Director.

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 on January 1, 2012, after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 10th day of February 2015, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 10th day of February 2015.

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

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

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

JAN 27 2015

ORDINANCE NO. 15-

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)

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

WHEREAS, Section 124.22(A) of the Code of Oakbrook Terrace, Illinois establishes the number of Video Gaming Location Licenses; and such number is, from time to time, automatically decreased whenever a location license previously issued under the provisions of Chapter 124 of the Code of Oakbrook Terrace, Illinois is not renewed, is revoked, surrendered, or terminated by dormancy;

WHEREAS, Section 124.22(B) of the Code of Oakbrook Terrace, Illinois establishes the number of Video Gaming Terminal Licenses; and such number is, from time to time, automatically decreased whenever a video gaming terminal license for a licensed video gaming location license previously issued under the provisions of Chapter 124 of the Code of Oakbrook Terrace, Illinois is not renewed, is revoked, surrendered, or terminated by dormancy;

WHEREAS, Volare West LLC. doing business as Volare located at 1919 S. Meyers Road, Oakbrook Terrace, Illinois, was issued one (1) Video Gaming Location License and two (2) Video Gaming Terminal Licenses under the provisions of Chapter 124 of the Code of Oakbrook Terrace, Illinois;

WHEREAS, Volare West LLC. doing business as Volare located at 1919 S. Meyers Road, Oakbrook Terrace, Illinois has surrendered its one (1) Video Gaming Location License and its two (2) Video Gaming Terminal Licenses, thereby the number of authorized Video Gaming Location Licenses has decreased by one (1) and the number of Video Gaming Terminal Licenses has decreased by two (2); and

WHEREAS, the corporate authorities of the City desire to codify this decrease in the number of Video Gaming Location Licenses and Video Gaming Terminal Licenses;

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

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

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

(A) The total number of Video Gaming Location Licenses issued under this chapter article shall not exceed six (6).

(B) The total number of Video Gaming Terminal Licenses for Video Gaming Terminals issued under this chapter article shall not exceed twenty eight (28).

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

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

ADOPTED this 10th day of February 2015, pursuant to a roll call vote as follows:

AYES:

NAYES:

ABSENT:

ABSTENTION:

APPROVED by me this 10th day of February 2015.

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

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

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