Village of Hanover Park

Municipal Building
2121 West Lake Street
Hanover Park, Illinois
60133-4398

630-372-4200
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Rodney S. Craig
Village President

Eira L. Corral
Village Clerk

VILLAGE BOARD AGENDA
March 18, 2010
7:30 P.M.
Village Hall, Council Chambers: Room 214

Hanover Park

1. CALL TO ORDER - ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. ACCEPTANCE OF AGENDA

4. PRESENTATION
4-A.1 Recognition: Veterans Honor Roll
4-A.2 Recognition: Jeannine Ames for her service in Belize, South America.
4-A.3 Proclamation- Recognizing March 2010 as National Women's History Month.

5. TOWNHALL SESSION
Persons wishing to address the Board must register prior to Call to Order.

6-A VILLAGE PRESIDENT'S REPORT – RODNEY S. CRAIG
Consent Agenda - Omnibus Vote

Illinois law permits municipalities to adopt by one single unanimous roll-call vote of the Board of Trustees and the Village President a group of designated ordinances, orders resolutions, or motions placed together for voting purposes in a single group. This Omnibus Vote may be made following the following sample motion: "I move to approve by omnibus vote items in the Consent Agenda."
All items marked with (C.A.) are considered routine and thus are considered to be on the Consent Agenda. Following the motion's second, a brief discussion may be held about any designated item. If lengthier discussion or debate is needed, any Trustee or the Village President may request any item to be removed from the motion and those items will be considered during the regular course of the meeting as they appear on the agenda.
All matters listed under Consent Agenda, are considered to be routine by the Village Board and will be enacted by one motion in the form listed below. There will be no further discussion of these items. If discussion is desired, that item will be removed from Consent Agenda and will be considered separately.

6-A.1 (C.A) Pass Ordinance O-10-03: An Ordinance Amending the Base Salary Plan of the Village of Hanover Park.
6-A.2 (C.A) Award the Contract for the Turf and Landscape Maintenance of the Commuter Lot to Classic Landscape, Ltd. for an Amount Not to Exceed $18,417 and Authorize the Village Manager to Execute All Necessary Documents.
6-A.3 (C.A.) Award the Contract for the Turf and Landscape Maintenance of Various Locations Throughout the Village of Hanover Park to Alaniz Landscaping Group for an Amount Not to Exceed $19,960 and Authorize the Village Manager to Execute All Necessary Documents.

6-A.4 (C.A.) Award the Contracts for Maintenance Materials as Outlined in the Public Works Agenda Item Dated March 18, 2010 and Authorize the Village Manager to Issue Standing Purchase Orders as Outlined.

6-A.5 (C.A.) Award Contract for Annual Sign Material Purchases to Traffic Control and Protection for an Amount Not to Exceed $25,000 and Authorize the Village Manager to Execute All Necessary Documents.

6-A.6 Pass Ordinance O-10-04: An Ordinance Establishing A New Class J Beer and Wine License for the Hanover Park Park District.

6-A.7 Pass Ordinance O-10-05: An Ordinance Amending the Hanover Park Comprehensive Zoning Ordinance Adding Article VIII- Wind Energy Facilities.

6-A.8 Authorize the Village President to Execute the Local Agency /State Agreement Regarding the Emergency Repair Program (ERP) Grant Funding.

6-A.9 Pass Resolution R-10-05: A Resolution Supporting the Complete Construction of Transportation "Build Alternative 203, Option D" as Regionally Supported by Participating Stakeholders as Part of the Illinois Department of Transportation Tier One Study of the Elgin-O'Hare West Bypass.

6-A.10 Discussion: Preliminary Fiscal Year 2011Budget Assessment Presentation.

6-A.11 Award Contract for the Construction of a New Salt Dome to Dome Corporation of North America for an Amount Not to Exceed $406,050 and Authorize the Village Manager to Execute All Necessary Documents.

6-A.12 Pass Resolution R-10-06: A Resolution Approving Contracts for Construction of a New Police Station Between the Village of Hanover Park and Leopardo Companies, Inc.

6-A.13 Approve Warrant SWS 127 in the Amount of $945,087.53.

6-A.9 Approve Warrant SW 616 in the Amount of $554,233.68.

7. VILLAGE MANAGER'S REPORT – RON MOSER
No Report Scheduled.

8. VILLAGE CLERK'S REPORT – EIRA L. CORRAL

8-A.1 Waive the Reading and Approve the Minutes of the Special Board of Trustees' Meeting of March 4, 2010 as Published.

8-A.2 Waive the Reading and Approve the Minutes of the Regular Board of Trustees' Meeting of March 4, 2010 as Published.

9. CORPORATION COUNSEL'S REPORT -- BERNIE Z. PAUL
No Report Scheduled.

10. VILLAGE TRUSTEES' REPORTS

10-A. JOSEPH J. NICOLOSI
No Report Scheduled.

10-B. EDWARD J. ZIMEL JR.
No Report Scheduled.

10-C. TONI L. CARTER
No Report Scheduled.

10-D. BILL CANNON
No Report Scheduled.

10-E. RICK ROBERTS
No Report Scheduled.

10-F. LORI A. KAISER
No Report Scheduled.

11. ADJOURNMENT

Village of Hanover Park **AGENDA MEMORANDUM**

TO: **Village President and Board of Trustees**

FROM: Wendy Bednarek, Director of Human Resources
Ron Moser, Village Manager

SUBJECT: Amendment of Salary Ordinance

ACTION REQUESTED: ☒ Approval ☐ Concurrence ☐ Discussion ☐ Information

RECOMMENDED FOR CONSENT AGENDA: ☒ Yes ☐ No

MEETING DATE: **March 18, 2010**

Executive Summary

As part of the annual budget review process, the Village's Salary Plan is reviewed and, if necessary, updated in order to maintain competitiveness. The Staff reviewed the current Salary Plan and based on the need for both cost control and the recent economic climate/job market, we are recommending a change from the current broadband pay structure to a set starting wage per position for FY 2011.

In addition, we are requesting to reclassify one position, Senior IT Technician, which needs to be reflected in the Base Salary Plan for FY2011.

Discussion

The staff recommended a set starting wage plan establishing a defined annual salary for new hires in FY2011. The amounts were determined by reviewing the market comparables and current wages. Each year the set starting wage will be reviewed by the Finance Committee and then presented to the Village President and Board of Trustees.

The new proposed Pay Plan would not affect current employees' pay. Annual pay increases for employees are approved by the Village Manager and are generally a combination of across-the-board and/or merit increases. With a decreased Consumer Price Index (CPI) and a number of municipalities freezing cost-of-living adjustments (COLAs), no across-the-board COLA adjustments are proposed for non-union employees in FY2011. Non-union employees, however, will be eligible for a 0-2% merit increase in FY2011.

We are also requesting a change in job title for the Senior IT Technician position who reports to the Chief Information Officer, to that of Systems Administrator. This change more accurately reflects the varied responsibilities assigned to the Senior IT Technician. There will be no change in salary and the position will remain in classification of Technical & Professional in the Pay Plan.

Agreement Name: _____

Recommended Action

It is therefore respectfully requested that a motion be made that the President and Board of Trustees pass the attached Ordinance that amends Division 2 of Article II or Chapter 2 of the Municipal Code of Hanover Park and the Base Salary Plan of the Village of Hanover Park. Staff will be available to answer any questions.

Attachments: Ordinance
Exhibit A: Base Salary Plan

ORDINANCE NO. 0-10-

AN ORDINANCE AMENDING THE BASE SALARY PLAN OF THE VILLAGE OF HANOVER PARK

WHEREAS, the Village of Hanover Park, Illinois, is a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the Village hereby adopts this ordinance in furtherance of its home rule powers;

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

SECTION 1: That the Municipal Code of Hanover Park is amended by deleting Appendix A. Village of Hanover Park Base Salary Plan from Division 2 of Article II of Chapter 2 of said code in its entirety.

SECTION 2: That Division 2 of Article II of Chapter 2 of the Hanover Park Municipal Code is amended by adding in place of the deletion provided for in Section 1 of this Ordinance, Appendix A. Village of Hanover Park Base Salary Plan as follows:

APPENDIX A. VILLAGE OF HANOVER PARK BASE SALARY PLAN

CLASSIFICATIONS & POSITIONS:	STARTING ANNUAL SALARY	
Administrative Support		
Receptionist	$	31,946
Parking Enforcement Officer	$	25,207
Records Clerk	$	24,960
Village Services Representative	$	34,129
Water Billing Service Representative	$	30,568
Account Technician	$	39,503
Administrative Assistant	$	42,400
Court Services Coordinator	$	46,494
Permit Coordinator	$	33,686
Technical & Professional		
Community Service Officer	$	38,428
CSO--Code Enforcement Officer	$	33,784
Deputy Village Clerk	$	39,600
Human Resources Generalist	$	36,800
Payroll & Benefits Specialist	$	47,481
Police Accreditation and Grants Manager	$	33,600
Accountant	$	55,358
Applications Systems Analyst	$	56,362
Chief Planner	$	60,672
Engineering Technician	$	53,813
Health Inspector/Commercial Code Official	$	62,911
Plan Reviewer/Building Inspector	$	46,336
Police Social Worker	$	50,125
Senior IT Technician	$	63,148

Management Group B		
Building Maintenance Supervisor	$	69,044
Code Enforcement Supervisor	$	57,268
Distribution/Meter Supervisor	$	69,044
Forestry Supervisor	$	64,528
Police Records Supervisor	$	47,792
Street Supervisor	$	69,044
Battalion Chief	$	86,919
Chief Building Official	$	66,050
Fleet Services Manager	$	79,049
Police Lieutenant	$	97,445
Wastewater Treatment Supervisor	$	73,878
Water Supply Supervisor	$	73,878
Management Group A		
Assistant Finance Director	$	69,782
Assistant Fire Chief	$	103,844
Deputy Chief -- Operations	$	107,761
Deputy Chief -- Support Services	$	107,761

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4: That the Village Clerk be and is hereby directed to publish this ordinance in pamphlet form.

ADOPTED this day of , 2010, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this day of , 2010

_____
Village President

ATTESTED, filed in my office, and
Published in pamphlet form this
Day of , 2010

_____
Village Clerk

VILLAGE OF HANOVER PARK
BASE SALARY PLAN
MAY 1, 2010

CLASSIFICATIONS & POSITIONS	STARTING ANNUAL SALARY
Administrative Support	
Receptionist	$ 31,946
Parking Enforcement Officer	$ 25,207
Records Clerk	$ 24,960
Village Services Representative	$ 34,129
Water Billing Service Representative	$ 30,568
Account Technician	$ 39,503
Administrative Assistant	$ 42,400
Court Services Coordinator	$ 46,494
Permit Coordinator	$ 33,686
Technical & Professional	
Community Service Officer	$ 38,428
CSO--Code Enforcement Officer	$ 33,784
Deputy Village Clerk	$ 39,600
Human Resources Generalist	$ 36,800
Payroll & Benefits Specialist	$ 47,481
Police Accreditation and Grants Manager	$ 33,600
Accountant	$ 55,358
Applications Systems Analyst	$ 56,362
Chief Planner	$ 60,672
Engineering Technician	$ 53,813
Health Inspector/Commercial Code Official	$ 62,911
Plan Reviewer/Building Inspector	$ 46,336
Police Social Worker	$ 50,125
System Administrator	$ 63,148

VILLAGE OF HANOVER PARK
BASE SALARY PLAN
MAY 1, 2010

CLASSIFICATIONS & POSITIONS	STARTING ANNUAL SALARY	
Management Group B		
Building Maintenance Supervisor	$	69,044
Code Enforcement Supervisor	$	57,268
Distribution/Meter Supervisor	$	69,044
Forestry Supervisor	$	64,528
Police Records Supervisor	$	47,792
Street Supervisor	$	69,044
Battalion Chief	$	86,919
Chief Building Official	$	66,050
Fleet Services Manager	$	79,049
Police Lieutenant	$	97,445
Wastewater Treatment Supervisor	$	73,878
Water Supply Supervisor	$	73,878
Management Group A		
Assistant Finance Director	$	69,782
Assistant Fire Chief	$	103,844
Deputy Chief -- Operations	$	107,761
Deputy Chief -- Support Services	$	107,761

Village of Hanover Park **AGENDA MEMORANDUM**

TO: **Village President and Board of Trustees**

FROM: Ronald A. Moser, Village Manager
Howard A. Killian, P.E., Director of Public Works

SUBJECT: Commuter Lot Turf and Landscape Maintenance

ACTION REQUESTED: ☒ Approval ☐ Concurrence ☐ Discussion ☐ Information

RECOMMENDED FOR CONSENT AGENDA: ☒ Yes ☐ No

MEETING DATE: **March 18, 2010**

Executive Summary

Approval of contract with Classic Landscaping of West Chicago for the turf and landscape maintenance of the Commuter Lot.

Discussion

The Village contracts for the turf and landscape maintenance of the Commuter Lots. In January, 2006, the Village opened sealed bids for this work and requested pricing for five years. We are requesting approval for the final year of the five-year contract with Classic Landscaping. The contract amount for this fiscal year is $18,417 and is budgeted in the Commuter Lot fund. This cost represents a 3 percent increase over the FY09 costs.

Staff has been satisfied with their work over the past four years.

Recommended Action

We respectfully request the President and Village Board accept the low bid from Classic Landscape, Ltd. of West Chicago, Illinois for an amount not to exceed $18,417 and authorize the Village Manager to execute the necessary documents.

ck

Agreement Name: _____

Executed By: Village Manager

Village of Hanover Park **AGENDA MEMORANDUM**

TO: **Village President and Board of Trustees**

FROM: Ronald A. Moser, Village Manager
Howard A. Killian, P.E., Director of Public Works

SUBJECT: Turf and Landscape Maintenance – Various Locations

ACTION REQUESTED: ☒ Approval ☐ Concurrence ☐ Discussion ☐ Information

RECOMMENDED FOR CONSENT AGENDA: ☒ Yes ☐ No

MEETING DATE: **March 18, 2010**

Executive Summary

Approval of a contract with Alaniz Landscaping Group of Elgin for turf and landscape maintenance at various locations throughout the Village.

Discussion

This contract is for all areas maintained through a contract, other than the Commuter Lot and Lake Street. The Village opened bids on March 4, 2010 for a five year contract. Staff is requesting approval of the first year of the contract. The cost for FY11 is $19,960 which represents a 27 percent decrease over FY10. Additionally, any of the work completed on DuPage County right-of-ways is partially reimbursed by the County through an Intergovernmental Agreement.

The bid results were as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5
Alaniz Landscaping Group, Elgin	$19,960	$19,960	$19,960	$20,430	$20,430
O.C. Landscape, Inc., Elgin	20,100	20,100	20,100	22,110	22,110
Classic Landscape Ltd., West Chicago	24,800	24,800	24,800	26,040	26,040
In & Out Maintenance Service, Elmhurst	28,999	28,999	29,869	30,766	31,689
Ryco Landscaping, Lake in the Hills	31,000	31,000	32,550	32,550	32,550
Sebert Landscaping, Bartlett	32,016	32,016	32,016	32,016	32,016
Northwestern Landscape, Roselle	51,976	53,015	54,341	56,515	59,340

Agreement Name: _____

Executed By: Village Manager

Recommended Action

We respectfully request the President and Village Board accept the low bid from Alaniz Landscaping Group of Elgin in an amount not to exceed $19,960 and authorize the Village Manager to execute the necessary documents.

ck

Village of Hanover Park AGENDA MEMORANDUM

TO: **Village President and Board of Trustees**

FROM: Ronald A. Moser, Village Manager
Howard A. Killian, P.E., Director of Public Works

SUBJECT: Maintenance Materials

ACTION REQUESTED: ☒ Approval ☐ Concurrence ☐ Discussion ☐ Information

RECOMMENDED FOR CONSENT AGENDA: ☒ Yes ☐ No

MEETING DATE: **March 18, 2010**

Executive Summary

Staff is requesting that a standing purchase order be approved for purchasing gravel, asphalt, concrete and pulverized topsoil for FY11.

Discussion

Each year, the Public Works Department purchases gravel, asphalt, concrete and topsoil for use on a variety of projects including repairs and restorations. Staff prepared bid specifications and packets were sent to eight firms, along with the required Public Notice. The sealed bids were opened on March 4, 2010 and the results are shown below.

Item	Bidder	Unit Price	Amount
Redi-Mix Concrete	*Meyer Material Company, McHenry *(Only Bid Received)*	$105.00	$10,500
Asphalt (Hot Mix)	*Arrow Road Construction, Mt. Prospect	49.00	19,600
	Marcott Enterprises, Inc., Addison	59.00	23,600
	Plote Construction, Inc., Elgin	60.00	24,000
	Koz Trucking, Medinah	54.00	21,600
Asphalt (Cold Mix)	*Plote Construction, Inc., Elgin	90.00	7,200
	Marcott Enterprises, Inc., Addison	125.00	10,000
	Koz Trucking, Medinah	150.00	12,000

Agreement Name: _____

Executed By: _____

Item	Bidder	Unit Price	Amount
CA-6 Gravel (Delivered)	*Marcott Enterprises, Inc., Addison	$ 9.50	$14,250
	Lafarge, South Elgin	10.32	15,480
	Koz Trucking, Medinah	12.80	19,200
	Meyer Material Company, McHenry	16.00	24,000
CA-1 (Delivered)	*Marcott Enterprises, Inc., Addison	11.65	2,330
	Lafarge, South Elgin	13.07	2,614
	Koz Trucking, Medinah	14.50	2,900
	Meyer Material Company, McHenry	19.00	3,800
Top Soil (Pulverized)	*Marcott Enterprises, Inc., Addison	15.00	6,000
	Koz Trucking, Medinah	17,80	7,120

*Low bid vendor.

There are funds requested in the FY11 Budget for these items.

Recommended Action

We respectfully request the President and Village Board award contracts for maintenance materials to the above suppliers and authorize the Village Manager to issue standing purchase orders in the amounts indicated.

ck

Village of Hanover Park **AGENDA MEMORANDUM**

TO: **Village President and Board of Trustees**

FROM: Ronald A. Moser, Village Manager
Howard A. Killian, P.E., Director of Public Works

SUBJECT: Sign Materials

ACTION REQUESTED: ☒ Approval ☐ Concurrence ☐ Discussion ☐ Information

RECOMMENDED FOR CONSENT AGENDA: ☒ Yes ☐ No

MEETING DATE: **March 18, 2010**

Executive Summary

Staff is requesting that a standing purchase order for annual sign material purchases be approved in the amount of $25,000.

Discussion

Each year, the Village purchases aluminum sign blanks and sign material to manufacture most of our traffic control and other miscellaneous signs. A bid packet was prepared and sent to seven companies. Sealed bids were opened on March 9, 2010 with the results shown below.

Traffic Control & Protection, West Chicago	$21,133.75
Highway Technologies, Oak Brook	22,345.52
Hall Signs, Bloomington, IN	22,470.83
Rocal Inc., Frankfort, OH (*Incomplete Bid*)	3,813.35
IBISTEK Apparel, Butler, PA (*Incomplete Bid*)	3,248.41

We are requesting a purchase order in the amount of $25,000 as that is the amount included in the FY11 Budget.

Recommended Action

We respectfully request the President and Village Board award a contract to Traffic Control & Protection of West Chicago for the annual purchase of sign materials and authorize the Village Manager to issue a standing purchase order in the amount of $25,000.

ck

Agreement Name: _____

Executed By: Village Manager

Village of Hanover Park **AGENDA MEMORANDUM**

TO: **Village President and Board of Trustees**

FROM: Ron Moser, Village Manager

SUBJECT: Approve an Ordinance Establishing a Class "J" Liquor License for the Hanover Park Park District

ACTION REQUESTED: ☒ Approval ☐ Concurrence ☐ Discussion ☐ Information

RECOMMENDED FOR CONSENT AGENDA: ☐ Yes ☒ No

MEETING DATE: **March 18, 2010**

Executive Summary
The Hanover Park Park District would like the opportunity to enhance their ability to rent out the rooms at the Community Center by offering beer and wine at special events and private parties as authorized by the Park District Board,

Discussion
The Class J liquor license shall authorize the sale of beer and wine for consumption on the premises at the Hanover Park Park District, a village-wide government agency.

This Class J license will require the Park District to carry insurance for Dram Shop liability.

Recommended Action
Requested is approval of the ordinance establishing a Class J liquor license.

RM:smk

Attachments: Ordinance

Agreement Name: _____

Executed By: _____

ORDINANCE NO. O-10-

AN ORDINANCE ESTABLISHING A NEW CLASS J BEER AND WINE LICENSE FOR THE HANOVER PARK PARK DISTRICT

WHEREAS, the Village of Hanover Park is a home rule unit by virtue of the provisions of the 1970 Constitution of the State of Illinois and may exercise and perform any function pertaining to its government and affairs including adoption of this Ordinance; now, therefore,

BE IT ORDAINED by the President and Board of Trustees of the Village of Hanover Park, Cook and DuPage Counties, Illinois, as follows:

SECTION 1: That Section 10-7 of Chapter 10 of the Municipal Code of Hanover Park, as amended, be and is hereby amended by adding thereto a new Class J liquor license as follows:

Sec. 10-7. Classification of licenses.

There shall be the following classes of licenses:

* * * * *

(15) *Class J.* A license which shall authorize the retail sale of beer and wine by the Hanover Park Park District or its employees, for consumption on and restricted to the licensed premises within the Hanover Park Community Center at Community Park only; and shall be further restricted to banquets, weddings, or community gatherings.

SECTION 2: That Section 10-8 of Chapter 10 of the Municipal Code of Hanover Park, as amended, be and is hereby amended by adding to the list of licenses and their number a new Class J license as follows:

Sec. 10-8. Number of licenses to be issued.

There shall be issued in the village no more than the following number of licenses to be in effect at any one time:

* * * * *

Class J	One (1)

SECTION 3: That paragraph (a) of Section 10-9 of Chapter 10 of the Municipal Code of Hanover Park, as amended, be and is hereby amended by adding to the license fees a new Class J license as follows:

Sec. 10-9. License fees.

(a) The fees for the various classes of licenses authorized in this chapter shall be as follows:

* * * * *

Class J ... $1,000.00

* * * * *

SECTION 4: That paragraph (c) of Section 10-24 of Chapter 10 of the Municipal Code of Hanover Park, as amended, be amended by deleting said paragraph (c) in its entirety.

SECTION 5: That Section 10-24 of Chapter 10 of the Municipal Code of Hanover Park, as amended, be amended by adding thereto and in place of the deletion provided for in Section 4 of this Ordinance, paragraph (c) as follows:

Sec. 10-24. Employees.

* * * * *

(c) No employee shall sell or serve alcoholic beverages in A, AA, AAA, C, E, B, F, or J licensed establishments without completing the BASSET training program as required in Section 10-5 (d).

SECTION 6: That each section, paragraph, sentence, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance nor any part thereof, other than the part affected by such decision.

SECTION 7: That except as to the amendments heretofore mentioned, all chapters and sections of the Municipal Code of Hanover Park shall remain in full force and effect.

SECTION 8: That this Ordinance shall, by authority of the Village Board of the Village of Hanover Park, be published in pamphlet form. From and after ten days after said publication, this Ordinance shall be in full force and effect.

ADOPTED this _____ day of _____, 2010, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

Approved:_____
Rodney S. Craig
Village President

ATTESTED, filed in my office, and published in pamphlet form this ____ day of _____, 2010.

_____
Eira Corral
Village Clerk

Village of Hanover Park **AGENDA MEMORANDUM**

TO: **Village President and Board of Trustees**

FROM: Ron Moser, Village Manager
Patrick Grill, Community Development Director

SUBJECT: Ordinance Approving Text Amendment adding Article VIII (Wind Energy Facilities) to the Village Code Section 110

ACTION REQUESTED: ☒ Approval ☐ Concurrence ☐ Discussion ☐ Information

RECOMMENDED FOR CONSENT AGENDA: ☐ Yes ☒ No

MEETING DATE: **March 18, 2010**

Executive Summary

On Thursday, March 4th, 2010, the Village Board directed Staff to prepare an ordinance that amends the Village Code Section 110 to include a new Article VIII on Wind Energy Facilities. This article would allow owners of publicly owned properties of at least 15 acres in size and zoned R-2 to request a special use for a wind energy facility at a height no greater than 155 feet. In addition, there are a number of requirements a petitioner would be obligated to meet and/or provide before the village would render a decision.

Discussion

As directed at the last meeting, Staff has included a provision in this article that requires any petitioner for a wind energy facility to notice property owner within 3000 feet of the subject parcel. Ordinarily, a petitioner for a special use is obligated to notice property owners within 250 feet.

A public hearing on this text amendment was held on February 11, 2010 before the Development Commission. Following discussion and a few amendments, the Development Commission unanimously recommended approval of this article.

Staff wishes to note that approval of this text amendment does not approve any specific turbine or wind energy facility. Approval will only allow a petitioner that meets the requirements of this article to apply for consideration of a special use. At that point, a public hearing is scheduled before the Development Commission and a recommendation is made and forwarded to the Village Board. Ultimately, the Village Board will approve or deny any specific request.

Recommended Action

That the Village President and Board of Trustees approve the attached ordinance amending Section 110 of the Village Code to include Article VIII Wind Energy Facilities.

ORDINANCE NO. O-10-

AN ORDINANCE AMENDING THE HANOVER PARK COMPREHENSIVE ZONING ORDINANCE ADDING ARTICLE VIII - WIND ENERGY FACILITIES

WHEREAS, the Village of Hanover Park filed a petition seeking to amend the Comprehensive Zoning Ordinance by adding a new "ARTICLE VIII - WIND ENERGY FACILITIES" which would allow a Wind Energy Facility to be a special use in the "R-2," Single Family Detached Zoning District on a large lot owned by a public entity; and

WHEREAS, the Development Commission, pursuant to prior published notice, conducted on February 11, 2010, a public hearing on the proposed amendments and has forwarded its written recommendations and report on the amendments to the Village Board; and

WHEREAS, the President and Board of Trustees have reviewed said report and recommendations and determined that such amendment is in conformance with the Comprehensive Plan, in the public interest and should be granted; and

WHEREAS, the Village of Hanover Park is a home rule unit of local government by virtue of the 1970 Constitution of the State of Illinois and hereby adopts these amendments to the Comprehensive Zoning Ordinance pursuant to its home rule authority; now, therefore,

BE IT ORDAINED by the President and Board of Trustees of the Village of Hanover Park, Cook and DuPage Counties, Illinois, as follows:

SECTION 1: That the Comprehensive Zoning Ordinance is amended by amending Chapter 110 of the Municipal Code of Hanover Park, by adding a new ARTICLE VIII - WIND ENERGY FACILITIES to read as follows:

ARTICLE VIII
WIND ENERGY FACILITIES

Sec. 110-8.1 PURPOSE

The purpose of this Article is to provide for the land development, construction, operation and decommissioning of Wind Energy Facilities in the "R-2," Residential Zoned Property for Governmental Entities in the Village, subject to reasonable conditions that will protect the public health, safety and welfare.

Sec. 110-8.2 DEFINITIONS

A. "Applicant" is the person or entity filing an application under this Article.

B. "Facility Owner" means the entity or entities having an equity interest in the Wind Energy Facility, including their respective successors and assigns.

C. "Hub Height" means the distance measured from ground level to the center of the Wind Turbine hub, to which the blade is attached.

D. "Nacelle" means the enclosure located at the top of a wind turbine tower that houses the gearbox, generator, and other equipment.

E. "Occupied Building" means a residence, school, hospital, church, public library, or other building used for public gathering that is occupied or in use when the permit application is submitted.

F. "Operator" means the entity responsible for the day-to-day operation and maintenance of the Wind Energy Facility.

G. "Turbine Height" means the distance measured from ground level to the highest point of the turbine rotor tip.

H. "Wind Energy Facility" means an electric generating facility under common ownership, consisting of one or more WTGs and other accessory structures and buildings, including but not limited to: substations, electrical infrastructure, transmission lines, and other appurtenant structures and facilities.

I. "Wind Turbine Generator" (WTG) means a wind energy conversion system that converts wind energy into electricity through the use of a wind turbine generator, and includes the nacelle, turbine, rotor, tower, base, and pad transformer.

Sec. 110-8.3 LAND DEVELOPMENT REQUIREMENTS

A. No land development plan providing for the construction or erection of a Wind Energy Facility shall be approved unless such plan has complied with the requirements of this Article.

B. Wind Energy Facilities shall only be constructed in areas that are zoned R-2 Single-family Detached Residence District on a zoning lot or lot of record of at least 15 acres (with one (1) turbine per 15 acres of land) owned by a unit of local government as defined in the Illinois Constitution or a public school district. Said Wind Energy Facilities shall generate no more electricity than the electricity needed for facilities located on the zoning lot or lot of record and shall not operate between midnight and 7:00 a.m. unless specifically authorized in the special use.

C. Wind Energy Facilities may be considered either principal or accessory special uses and shall not be deemed to constitute the expansion of a nonconforming use or structure.

D. Notice of the time and place of the hearing in addition to notices required in Section 110-4.10, shall be sent to taxpayers of record of, or real estate located within 250 feet of the property lines of the real estate upon which the Wind Energy Facility is to be located, and occupied buildings located within 3,000 feet of the base of the Wind Energy Facility.

E. A permit issued pursuant to this Article expires if the WTG is not installed and functioning within two years from the date the permit is issued.

Sec. 110-8.4 APPLICATION REQUIREMENTS

In addition to the application requirements for a special use in this Article, an application shall include the following information:

A. The name(s), address(es), and phone number(s) of project applicant and project owner.

B. The legal description and address of the project.

C. A site plan showing the planned location of each Wind Turbine, property lines, setback lines, access road and turnout locations, electrical cabling from the Wind Energy Facility to the substation(s), if any, ancillary equipment, existing and proposed buildings, and structures, including associated transmission lines, layout of all structures within the geographical boundaries of any applicable setback, and means of interconnecting with the electrical grid. The site layout shall include distances, be drawn to scale, and comply with all other requirements of this Article.

D. The land development plan shall demonstrate that the proposed Wind Energy Facility will comply with this Article.

E. A project summary describing the proposed Wind Energy Facility, including an overview of the project; the project location; the approximate generating capacity of the Wind Energy Facility; the approximate number, representative types and height or range of heights of Wind Turbines to be constructed, including their generating capacity, dimensions and respective manufacturers, and a description of ancillary facilities.

F. Location of all known Communications Towers within ½ mile of the proposed WTG(s)

G. A detailed analysis either prepared by or reviewed and approved as to accuracy by a professional engineer, licensed in the State of Illinois, or similarly licensed in any of its contiguous states where the engineer practices, describing the specific WTG structure(s) proposed and all phases for implementing the development in compliance with the standards set forth in this Article, industry standards, and manufacturer's specifications, including a study documenting that the site of the WTG has sufficient wind resources for the proposed WTG equipment.

H. An affidavit or similar evidence of agreement between the property owner and the Facility Owner or Operator (if different than the property owner) demonstrating that the Facility Owner or Operator has the permission of the property owner to apply for necessary permits for construction and operation of the Wind Energy Facility.

I. Identification of the properties on which the proposed Wind Energy Facility will be located, and the properties adjacent to where the Wind Energy Facility will be located.

J. A USGS topographical map, or map with similar data, of the property and surrounding area. The location of wetlands or natural areas within 1,320 feet of the proposed Wind Energy Facility. If a WTG is to be constructed in a flood plain, the applicant shall obtain a storm water permit from the County of DuPage; if the site is in DuPage County or from the Village Engineer if the site is in Cook County.

K. An avian study, if requested by DuPage County (if the facility is located in DuPage County), or the Village Board, based on U.S. Fish and Wildlife Service, "Guidelines to Avoid and Minimize Wildlife Impacts from Wind Turbines", Federal Register: July 10, 2003 (Volume 68, Number 132).

L. A statement by the applicant that WTG noise propagation shall conform to International Electromechanical Commission (IEC) Standard 61400-11 Part 11, as that standard may be amended or updated from time to time. Noise from the WTG shall not exceed 55 decibels when measured from any and all adjacent property lines at any ground level occupied dwelling. At the request of the Development Commission, a sound study shall be provided concerning the decibel level on off-premise Occupied Buildings and/or at the property lines. Decibel levels may be required to be lowered from 55 decibels at the property line and/or at the location of an off-premise Occupied Building.

M. Written documentation, preferably from a computer modeling program projecting the shadow flicker on any existing structures located off the property on which the WTG will be constructed, and the extent and duration of the shadow flicker on these existing structures.

N. Written documentation that the applicant has notified the FAA, Schaumburg Regional Airport, and any other applicable state and federal regulatory agencies of the proposed WTG.

O. Elevation drawings or depictions, which may include computer-generated photographic simulations and other images, or other visual aids that depict how the WTG tower and all accessory structures will appear as constructed on the proposed site from vantage points north, south, east, and west of the WTG tower.

P. Documents related to decommissioning, including a schedule for the decommissioning and financing security.

Q. Other relevant studies, reports, certifications, and approvals as may be reasonably requested by the Village to ensure compliance with this Article, including but not limited to programs for ongoing compliance, inspection, and preventative maintenance.

Sec. 110-8.5 STANDARDS FOR WTG APPROVAL

An application for a WTG shall be approved or approved with conditions only upon a finding that the proposed WTG complies with all of the following applicable standards, and other approval standards as found in this Article. It is recognized that the requirements here are neither exclusive nor exhaustive. In instances where a health or safety concern is identified with regard to any application for a WTC, additional and/or more restrictive conditions may be included in the special use to address such concerns. All rights are reserved to impose additional restrictions as circumstances warrant. Such additional or more restrictive conditions may include, without limitation greater setbacks or more restrictive noise limitations.

A. Wind Resources

The proposed site shall have documented annual wind resources sufficient for the operation of the proposed WTG. The wind resource documentation shall detail, at a minimum, ambient wind at the maximum height of the approved anemometer tower.

B. Ice Throw

The potential ice throw or ice shedding for the proposed WTG shall not cross the property lines of the site in question nor impinge on any public right-of-way or overhead utility line. Compliance shall be demonstrated in the permit application which may include the specific analysis method, but such model shall not alleviate the applicant of the need to comply with this subsection under all atmospheric conditions, for the life of the structure.

C. Setbacks

1. Occupied Buildings

a. WTGs shall be set back from the nearest Nonparticipating Landowner's Occupied Building a distance not less than 400 feet. The setback distance shall be measured from the center of the WTG base to the nearest point on the foundation of the Occupied Building.

b. WTGs shall be set back from the nearest participating landowner's occupied building a distance of not less than 1.25 times the Turbine Height, as

measured from the center of the Wind Turbine base to the nearest point on the foundation of the occupied building.

c. WTGs shall be set back from the nearest Non-Participating Landowner's commercial or industrial building a distance of not less than 250 feet as measured from the center of the Wind Turbine base to the nearest point on the foundation of the occupied building.

2. Property lines: All WTGs shall be set back from the nearest property line a distance of not less than 1.10 times the Turbine Height. The setback distance shall be measured to the center of the Wind Turbine base.

3. Public roads: All Wind Turbines shall be set back from a public road a distance of not less than 1.10 times the Turbine Height, as measured from the right-of-way line of the nearest public road to the center of the Wind Turbine base.

4. Communication and electrical lines: All Wind Turbines shall be set back from above-ground public electrical power line or telephone lines a distance of not less than 1.25 times the Turbine Height, as measured from the existing power line or telephone line.

D. Waiver of setbacks

1. Upon request, the Village Board may grant partial waivers of setback requirements hereunder where it has determined that literal enforcement will exact undue hardship because of peculiar conditions pertaining to the land in question, that such waiver will not be contrary to the public interest and written consent from the affected property owners has been obtained.

2. The Village Board may take into consideration the support or opposition of adjacent property owners in granting waivers of setback requirements including by the consent of adjacent owners by recordable easements.

E. The maximum Turbine Height shall be 155 feet. The Village Board may, upon recommendation from the Development Commission for which the Commission may require a study, approve an increased height for a WTG, not to exceed 175 feet, if the following specific conditions are met and it is the smallest increase necessary to meet the following conditions:

1. The increased height is necessary for the preservation of a substantial stand of trees, existing land forms or structures that would otherwise be removed to increase wind velocity.

2. To improve sound and/or improve compliance with this Article.

F. The rotor shall be located on the tower such that the minimum blade clearance above the ground level is 30 feet.

G. All WTGs shall be equipped with controls to limit the rotational speed of the blades within design limits for the specific WTG. All Wind Energy Facilities shall be equipped with a redundant braking system. This includes both aerodynamic overspeed controls (including variable pitch, tip, and other similar systems) and mechanical brakes. Mechanical brakes shall be operated in a fail-safe mode. Stall regulation shall not be considered a sufficient braking system for overspeed protection.

H. The on-site electrical transmission lines connecting the WTG to a public utility electricity distribution system shall be located underground. In addition all other utility lines shall be located underground.

I. The WTG shall, subject to any applicable standards of the Federal Aviation Administration, be painted a neutral nonreflective, nonobtrusive color so as to reduce visual obtrusiveness. Excessively bright or neon colors are not acceptable. The Village Board, however, may approve an alternate color if the WTG is located within an avian migratory route or if an alternate color would otherwise benefit the neighborhood.

J. The WTG shall not be artificially lighted unless required, in writing, by the Federal Aviation Administration. Where the Federal Aviation Administration requires lighting, the lighting shall be the lowest intensity allowable under Federal Aviation Administration regulations; the fixtures shall be shielded and directed to the greatest extent possible to minimize glare and visibility from the ground

K. The WTG shall be designed and constructed in such a manner that access is limited by lock or fence, to the extent possible, to authorized personnel only. Wind Turbines shall not be climbable up to fifteen (15) feet above ground surface.

L. The WTG shall be constructed and operated so that it does not interfere with electromagnetic communications including television, radio, cellular telephone, or microwave reception in neighboring areas. If degradation of television, radio, cellular telephone, or microwave reception occurs as the result of the WTG tower, the developer shall pay to correct the television, radio, cellular telephone, or microwave reception. No WTG shall be constructed so as to interfere with the Village, County, or State emergency communications including microwave transmissions.

M. A WTG shall be a monopole or monotube style construction (as distinguished from a lattice-style tower) and shall not utilize guy wires. At a Wind Energy Facility site, the design of any buildings or related structures shall, to the extent reasonably possible, use materials, colors, textures, screening, and landscaping that will blend the Wind Energy Facility to the natural setting and then existing environment.

N. The WTG shall have posted on the site in a visible, easily accessible location two signs no more than four (4) square feet in area displaying an address and telephone number for emergency calls. The emergency telephone number shall allow a caller to contact a responsible individual to address emergencies at any time during or after regular business hours and on weekends or holidays. One sign shall be located at the service drive entrance to the WTG at the minimum setback distance.

O. The WTG shall have no advertising painted on or attached to the tower or any other structure of the WTG. No sign, including logo, shall be permitted on the nacelle.

P. The WTG shall be designed and sited in such a manner to limit shadow flicker on a roadway. In addition the WTG shall be designed and sited in a manner to minimize or prevent shadow flicker on any existing occupies buildings located off the property on which the WTG is constructed. It shall be the responsibility of the WTG operator to modify operations to also minimize or prevent shadow flicker on dwellings constructed and/or occupied after installation of the WTG. If necessary in extreme situations, to prevent shadow flicker from crossing occupied buildings, the WTG may be programmed to stop rotating during times the WTG shadow crosses these structures. The WTG operator may obtain a written easement or other written agreement which specifically allows shadow flicker to cross an occupied structure.

Q. Structural integrity of all components shall be reviewed by a professional engineer licensed in the State of Illinois, or adjacent states, who shall certify that his review indicated structural integrity. Certification shall include in the review that the review indicates ultimate strength exceeds that needed to withstand all factored loads and load combinations specified in SIE/ASCE 7-02 "Minimum Design Loads for Buildings and Other Structures". First Order Reliability Analysis shall demonstrate a reliability coefficient (Beta) of not less than 3.54 for any failure mode that could result in any portion of the WTG falling to the ground. In lieu of First Order Reliability Analysis, adequate structural reliability may be demonstrated via analysis methods specified in the Village's Building Code or as approved by the Building Code Official.

R. The design of the Wind Energy Facility shall conform to applicable industry standards, including those of the American National Standards Institute. The Applicant shall submit certificates of design compliance obtained by the equipment manufacturers from Underwriters Laboratories, Det Norske Veritas, Germanishcer Lloyd Wind Energies, or other similar certifying organizations.

S. Use of public roads

1. The Applicant shall identify all public roads to be used within the Village to transport equipment and parts for construction, operation, or maintenance of the Wind Energy Facility and obtain, if required, applicable weight and size permits prior to construction.

2. The Village Engineer, if in the Engineer's opinion it is advisable, shall document road conditions prior to construction and again thirty (30) days after construction is complete or as weather permits.

3. The Village Engineer may require a bond to pay for any damage or repairs to the Village's roads

4. Any road damage caused by the applicant or its contractors shall be promptly repaired at the Applicant's expense.

5. The Applicant shall demonstrate that it has appropriate financial assurance to ensure the prompt repair of damaged roads.

T. Village emergency service

1. The Applicant shall provide a copy of the project summary and site plan to the Fire Department.

2. The Applicant shall, in cooperation with the Fire Department, develop and coordinate implementation of an emergency response and hazard plan for the Wind Energy Facility unless the Fire Department finds it unnecessary due to the nature of the WTG.

3. The Village Board may require the payment by the Facility Owner for any special tools, equipment, or training that is necessary for a Fire Department emergency response to the WTG.

4. Upon request by the Fire Department, the Facility owner or Operator shall on a yearly basis, participate in high angle rescue training using the WTG.

U. Waste disposal

Solid and hazardous wastes, including but not limited to crates, packing materials, damaged or worn parts, as well as used oils and lubricants, shall be removed from the site promptly and disposed of in accordance with all applicable Village, State, and Federal regulations.

V. Insurance and indemnification

1. Insurance

All Facility Owners shall maintain the following insurance coverages commencing upon construction of the facility.

a. A broad form comprehensive coverage policy of public liability insurance insuring Applicant and Participating Landowners against loss or liability

caused by Applicant's occupation and use of the Property under the Lease, in an amount not less than two million dollars ($2,000,000) of combined single limit liability coverage per occurrence, accident, or incident, which has a commercially-reasonable deductible. The Village shall be named as an additional insured on the policy.

b. Certificates of insurance evidencing compliance with these requirements shall be provided upon request of the Village. The insurer will provide notice to the Village in the event there is a lapse in coverage exceeding thirty (30) days. All policies other than worker's compensation shall be written on an occurrence and not on a claim-made basis.

2. Defense of land use decision and indemnity

a. Defense of land use decision

In addition to the indemnification described below, the Facility Owner shall reimburse the Village its reasonable attorney's and expert's fees incurred in defending any legal actions brought by third parties challenging the legality or enforceability of this Article or any portion thereof, or the issuance of a Special Use by the Village pursuant to this Article. If the Village seeks reimbursement, it shall notify the Facility Owner in writing promptly upon discovering any claim entitling it to a land use defense reimbursement, but in no event later than 120 days after receiving written notice of any action, lawsuit, proceeding, investigation, or other claim against it which may give rise to a claim for a land use defense reimbursement. Facility Owner shall not be obligated to reimburse the Village with respect to any such liability, action, or claim if the Village fails to notify Facility Owner thereof in accordance with the provisions of this Section in sufficient time including, without limitation, any responsive motion or answer to a complaint, petition, notice, or other legal equitable action or claim, but only insofar as such knowing failure to notify Facility Owner has actually resulted in prejudice or damage to Facility Owner. With respect to any third party action, lawsuit, proceeding, investigation, or other claim which is subject to reimbursement under this Section, Facility Owner shall be entitled to assume and control (with counsel of its choice) the defense of such action, lawsuit, proceeding, investigation, or other claim at Facility Owner's expense; provided, however, that the Village shall be entitled to participate in the defense of such claim and to employ counsel of its choice for such purpose (the fees and expenses of such separate counsel to be borne by the Village) and to assert against any third party any and all cross claims and counterclaims the Village may have, subject to Facility Owner's consent, which consent shall not be unreasonably withheld. If Facility Owner elects to assume the defense of any such claim, it may settle such claim in its sole discretion so long as either (i) such settlement provides an unconditional release of the Village, or (ii) Facility Owner shall obtain the prior written consent of the Village, which consent shall not be unreasonably withheld. If

Facility Owner elects to assume the defense of any claim, the Village shall fully cooperate with Licensee and its counsel in such defense.

b. Indemnification

Facility Owner shall defend, indemnify, and hold harmless the Village and its officials, employees, and agents from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, and liabilities whatsoever, including reasonable attorneys' fees (such liabilities together known as "Liability") arising out of Facility Owner's selection, construction, operation, and removal of the Wind Turbines and affiliated equipment including, without limitation, Liability for property or personal injury (including death), whether said Liability is premised on contract or on tort (including without limitation strict liability or negligence). This general indemnification shall not be construed as limiting or qualifying the Village's other indemnification rights available under law.

W. Public inquiries and complaints

1. The Facility Owner and Operator shall maintain a phone number and identify a responsible person for the public to contact with inquiries and complaints throughout the life of the project.

2. The Facility Owner and Operator shall make reasonable efforts to respond to the public's inquiries and complaints.

Sec. 110-8.6 CONDITIONS

The Village Board may attach reasonable conditions to the approval of a WTG. These conditions may include those necessary to insure that public services and facilities affected by the WTG will be capable of accommodating increased service and facility loads caused by the WTG, to protect the natural environment and conserve natural resources and energy, to insure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner. Any conditions imposed, however, shall meet all of the following requirements:

A. Be designed to protect natural resources, the health, safety, and welfare and the social and economic well-being of those who will use the WTG under consideration, residents and landowners immediately adjacent to the proposed WTG, and the community as a whole.

B. Be related to the valid exercise of the police power, and purposes which are affected by the proposed WTG.

C. Be necessary to meet the intent and purpose of the zoning ordinance, be related to the standards established in this Article for the WTG under consideration, and be necessary to insure compliance with those standards.

Sec. 110-8.7 ONGOING COMPLIANCE

A. The noise propagation, blade flicker, and ice hazard standards developed in permitting of WTGs are absolute. Once WTGs are permitted, the owners have the option of compliance or discontinuation of operations, if ordered to do so by Village.

B. The owner of a WTG shall conduct physical inspections of the WTG structure(s) and associated equipment not less than annually or more often, if recommended by the WTG manufacturer, to ensure continuing compliance with this section and any conditions imposed with the approval of the WTG. Copies of all inspection reports shall be submitted to the Community Development Director within thirty (30) days of the inspection. In the event a WTG owner fails to comply with this Section, the Village shall have the authority to have the WTG inspected and shall utilize funds from the performance bond to cover the costs of such inspection.

C. Noise exceeding permitted levels. This Article recognizes that certain wind and weather conditions and altitude densities can enhance temporary noise pressure that exceeds permitted levels. If noncompliance with the noise standards is brought to the attention of Village enforcement officials, the complaint will be investigated and if confirmed, written notice will be sent to the WTG owner requiring post permit documentation of corrective measures taken to address the sound. Documentation could include statements from those adjusting or modifying the WTG and may, at the option of the Village, include additional noise propagation certification, conducted in a manner similar to that required in this Article tailored to the specific problem being addressed.

Sec. 110-8.8 PERFORMANCE GUARANTEE

In connection with the approval of a WTG or anemometer tower, the Village Board shall require the owner of the WTG, if different from the unit of local government or school district, to furnish the Village with a performance guarantee in the form of a cash deposit, certified check, irrevocable bank letter of credit, or surety bond acceptable to the Village in an amount equal to the estimated costs associated with removal of the WTG and all associated equipment and accessory structures and restoration of the site to a reusable condition which shall include the removal of all underground structures to a depth of ten feet (10') below the natural ground level at that location. A detailed cost estimate for the removal of the tower shall be provided with the application and shall be based on Means Construction Estimating Guide or similar accepted pricing schedule and shall not include credit for the salvageable value of any materials.

The amount of the performance guarantee shall be reviewed every five years. The amount of the performance guarantee shall be increased based on an inflation rate equal to the average of the previous ten years Consumer Price Index, but not less than 3.5% per year. If the performance bond is used to cover costs associated with inspections, the owner of the WTG shall immediately insure that the full bond amount is available. Failure by the owner of the WTG to insure that the full bond amount is available shall be a violation of this Article.

Sec. 110-8.9 REMOVAL OF WTG

WTG that are not operated for a continuous period of twelve (12) months shall be removed by the owner of the WTG within 90 days of receipt of a notice from the Village requiring such removal. For purposes of this section, nonoperation shall be deemed to include, but shall not be limited to, the blades of the WTG remaining stationary so that wind resources are not being converted into electric or mechanical energy, or the WTG is no longer connected to the public utility electricity distribution system. In the event a WTG owner fails to remove the WTG tower as required by this section, the Village shall have the authority to remove the tower and shall utilize the performance bond to cover the costs of such removal. If the performance bond is not sufficient to cover the cost of the removal or if the performance bond has expired or is not available, the cost shall be a debt to the Village, and the Village shall institute an action in a court of competent jurisdiction for the collection of the cost for removal.

Sec. 110-8.10 USE OF CURRENT TECHNOLOGY

WTGs shall be designed to the current state of the technology. Used, outdated, or obsolete WTG equipment shall not be permitted to be constructed or installed. With respect to performance standards set forth in this ordinance, repairs, and parts replacement shall not be of lesser quality than that of the original permitted equipment and shall be upgraded to the performance standards current at the time of the repair. In no case shall repairs or alterations be allowed which will decrease the degree to which the WTG complies with this Article.

Sec. 110-8.11 MAJOR EQUIPMENT REPLACEMENT DURING LIFE OF THE PERMIT

Should the WTG operator wish to replace major components such as turbine blades, generator, main gear box, nacelle, or the entire WTG, the operator shall demonstrate that the WTG will substantially meet the then current criteria for new WTG permits, except that setback distances will not be increased. In no case shall replacement or alterations be allowed which will decrease the degree to which the WTG complies with this Article.

Sec. 110-8.12 RIGHT OF ENTRANCE

By acceptance of the special use permit, the Applicant, Facility Owner, and Operator grant permission to the Village to enter the property to assure compliance with conditions set forth in this Article and the special use permit.

Sec. 110-8.13 REMEDIES

It shall be unlawful for any person, firm, or corporation to violate or fail to comply with or take any action which is contrary to the terms of the ordinance, or any permit issued under the Article, or cause another to violate or fail to comply, or to take any action which is contrary to the terms of the Article or any permit issued under the ordinance. The Village may institute enforcement proceedings or any other remedy at law or in equity to ensure compliance.

SECTION 2: That each section, paragraph, sentence, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance nor any part thereof, other than the part affected by such decision.

SECTION 3: Any person, firm, or corporation violating any provision of this Ordinance shall be fined not less than one hundred ($100.00) dollars nor more than seven hundred fifty ($750.00) dollars, and each day a violation continues shall be considered a separate violation.

SECTION 4: That except as to the amendments heretofore mentioned, all chapters and sections of the Municipal Code of Hanover Park shall remain in full force and effect.

SECTION 5: That the Village Clerk be and is hereby directed to publish this Ordinance in pamphlet form.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner required by law.

ADOPTED this _____ day of _____, 2010, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this _____ day of _____, 2010

_____

Rodney S. Craig
Village President

ATTESTED, filed in my office, and

published in pamphlet form this ____
day of _____, 2010

_____
Eira Corral
Village Clerk

Village of Hanover Park **AGENDA MEMORANDUM**

TO: **Village President and Board of Trustees**

FROM: Ron Moser, Village Manager
William Beckman, Village Engineer

SUBJECT: **ERP Joint Agreement with IDOT**

ACTION REQUESTED: ☒ Approval ☐ Concurrence ☐ Discussion ☐ Information

RECOMMENDED FOR CONSENT AGENDA: ☐ Yes ☒ No

MEETING DATE: **March 18, 2010**

Executive Summary
We are requesting that the Village President be authorized to execute the attached Local Agency/State Agreement regarding emergency repair program grant funding.

Discussion
As part of the State's capital bill, the Village has been awarded an emergency repair program (ERP) grant in the amount of $300,000.00 for street repairs. The $300,000.00 grant will be utilized to partially pay for this year's street resurfacing program. The attached Local Agency/State Agreement sets forth the administrative details of the grant and stipulates that the state will issue a payment in the amount of 95% of the grant total upon contract award, with the remaining 5% being paid upon project completion.

Recommended Action
We are requesting that the Village Board authorize the Village President to execute the attached Local Agency/State Agreement regarding the emergency repair program grant funding.

Agreement Name: Local Agency/State Agreement

Executed By: Village President

Local Agency	Illinois Department of Transportation	Job Number - Construction
Hanover Park		C-91-501-10
Section	**Local Agency/State Agreement**	Job Number – Engineering/ROW
10-00058-00-RS		

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

Location

Local Name Various Streets Route _____ Length 3.3 miles

Termini _____

Current Jurisdiction Village of Hanover Park

Project Description

Grind and resurface various Village streets, including patching and curb & gutter replacement as needed.

Division of Cost

Type of Work	STATE		LA	Total
Participating Construction	300,000		0	300,000
Non-Participating Construction	0		500,000	500,000
Preliminary Engineering				0
Construction Engineering				0
Right-of-Way				0
				0
				0
TOTAL	$300,000	$ 0	$500,000	$800,000

Note: The $300,000 is ERP funding.

Payment Method (check one):

☐ Upon award of the project and request of payment from the LA, the STATE will pay the LA 100% its share of the project costs.

☒ Upon execution of the construction contract and request of payment from the LA, the STATE will pay the LA 95% of its share of the project costs. The remaining 5% will be paid to the LA upon receipt of the final invoice.

☐ The STATE will reimburse the LA for the STATE share of the project on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA

Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.

2. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.

3. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.

4. The LA agrees to retain jurisdiction and to maintain or cause to be maintained the completed PROJECT in a manner satisfactory to the STATE unless otherwise specified by addendum.

5. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the STATE. If necessary the LA agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the STATE.

6. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. The LA agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.

7. To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

8. Upon completion of this phase of the project, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the project. If a final invoice is not received within one year of completion of this phase of the project, the most recent invoice may be considered the final invoice and the obligation of funds closed.

9. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.

10. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Local Agency	Section
Village of Hanover Park	10-00058-00-RS

EXHIBITS

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.
Exhibit A - Location Map

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

APPROVED

Local Agency

Rodney Craig
(Print or Type Name)

Village President
(County Board Chairperson/Mayor/Village President/etc.)

(Signature) Date

TIN Number 36-2481437

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

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation Date

By:
Delegate's Signature)

(Delegate's Name -Printed)

Christine M. Reed, Director of Highways/Chief Engineer Date

Ellen J. Schanzle-Haskins, Chief Counsel Date

Ann L. Schneider, Director of Finance and Administration Date

Local Agency	Section
Village of Hanover Park	10-00058-00-RS

Local Agency	Illinois Department of Transportation	Job Number - Construction
Hanover Park		C-91-501-10
Section	**Local Agency/State Agreement**	Job Number – Engineering/ROW
10-00058-00-RS		

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

Location

Local Name Various Streets Route _____ Length 3.3 miles

Termini _____

Current Jurisdiction Village of Hanover Park

Project Description

Grind and resurface various Village streets, including patching and curb & gutter replacement as needed.

Division of Cost

Type of Work	STATE		LA	Total
Participating Construction	300,000		0	300,000
Non-Participating Construction	0		500,000	500,000
Preliminary Engineering				0
Construction Engineering				0
Right-of-Way				0
				0
				0
TOTAL	$300,000	$ 0	$500,000	$800,000

Note: The $300,000 is ERP funding.

Payment Method (check one):

☐ Upon award of the project and request of payment from the LA, the STATE will pay the LA 100% its share of the project costs.

☒ Upon execution of the construction contract and request of payment from the LA, the STATE will pay the LA 95% of its share of the project costs. The remaining 5% will be paid to the LA upon receipt of the final invoice.

☐ The STATE will reimburse the LA for the STATE share of the project on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA

Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.

2. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.

3. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.

4. The LA agrees to retain jurisdiction and to maintain or cause to be maintained the completed PROJECT in a manner satisfactory to the STATE unless otherwise specified by addendum.

5. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the STATE. If necessary the LA agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the STATE.

6. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. The LA agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.

7. To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

8. Upon completion of this phase of the project, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the project. If a final invoice is not received within one year of completion of this phase of the project, the most recent invoice may be considered the final invoice and the obligation of funds closed.

9. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.

10. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Local Agency	Section
Village of Hanover Park	10-00058-00-RS

EXHIBITS

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.
Exhibit A - Location Map

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

APPROVED

Local Agency

Rodney Craig
(Print or Type Name)

Village President
(County Board Chairperson/Mayor/Village President/etc.)

(Signature) Date

TIN Number 36-2481437

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

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation Date

By:
Delegate's Signature)

(Delegate's Name -Printed)

Christine M. Reed, Director of Highways/Chief Engineer Date

Ellen J. Schanzle-Haskins, Chief Counsel Date

Ann L. Schneider, Director of Finance and Administration Date

Local Agency	Section
Village of Hanover Park	10-00058-00-RS

Village of Hanover Park **AGENDA MEMORANDUM**

TO: **Village President and Board of Trustees**

FROM: Ron Moser, Village Manager

SUBJECT: Resolution Supporting the Complete Construction of Transportation "Build Alternative 203, Option D" as Regionally Supported by Participating Stakeholders as Part of the Illinois Department of Transportation Tier One Study of the Elgin O'Hare West Bypass

ACTION REQUESTED: ☒ Approval ☐ Concurrence ☐ Discussion ☐ Information

RECOMMENDED FOR CONSENT AGENDA: ☐ Yes ☒ No

MEETING DATE: **March 18, 2010**

Executive Summary

The Illinois Department of Transportation (IDOT), in consultation with the Federal Highway Administration (FHWA), has conducted a study of alternative multimodal transportation solutions for the Elgin O'Hare West Bypass study area, comprised of 127 square miles and 27 communities in Cook and DuPage Counties.

Discussion

Through an extensive public outreach and stakeholder involvement program consistent with IDOT's Context Sensitive Solution (CSS) policy, the Illinois Department of Transportation (IDOT) and the regional stakeholders have reached consensus through the Tier One process that the preferred multimodal transportation system is Build Alternative 203, Option D.

The communities most impacted by this project have developed a unified statement in support of Build Alternative 203, Option D, promoting the construction of the preferred alternative and associated improvements and identifying financing strategies and funding for doing so.

Recommended Action

Requested is approval of a resolution supporting the complete construction of transportation "Build Alternative 203, Option D" as regionally supported by participation stakeholders as part of the Illinois Department of Transportation Tier One Study of the Elgin O'Hare West Bypass.

Attachments: Resolution
Maps

Agreement Name: _____

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE COMPLETE CONSTRUCTION OF TRANSPORTATION "BUILD ALTERNATIVE 203, OPTION D" AS REGIONALLY SUPPORTED BY PARTICIPATING STAKEHOLDERS AS PART OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION TIER ONE STUDY OF THE ELGIN-O'HARE WEST BYPASS

WHEREAS, the Illinois Department of Transportation (IDOT), in consultation with the Federal Highway Administration (FHWA), has conducted a study of alternative multimodal transportation solutions for the Elgin O'Hare-West Bypass study area, comprised of 127 square miles and 27 communities in Cook and DuPage Counties in Illinois; and,

WHEREAS, the IDOT study is being advanced as a federally mandated two-tiered process consisting of Tier One, the development of a multimodal transportation concept for the study area, and Tier Two, detailed engineering and environmental studies for elements of the preferred build alternative; and,

WHEREAS, Tier One of the IDOT study is set to conclude with the FHWA Record of Decision stating the preferred multimodal transportation system selected based upon consideration of transportation performance, environmental impacts, regulatory agency comments and stakeholder input and support; and,

WHEREAS, through an extensive public outreach and stakeholder involvement program consistent with IDOT's Context Sensitive Solution (CSS) policy, the Illinois Department of Transportation (IDOT) and the regional stakeholders have reached consensus through the Tier One process that the preferred multimodal transportation system is Build Alternative 203, Option D; and,

WHEREAS, the communities most impacted by this project have developed a unified statement in support of Build Alternative 203, Option D, promoting the construction of the preferred alternative and associated improvements and identifying financing strategies and funding for doing so; and,

WHEREAS, Tier Two of the IDOT study will include analysis of funding strategies, funding sources and the availability of project funding including, but not limited to, Federal and State funding, tolling through the Illinois State Toll Highway Authority, and potential public-private partnerships; and,

WHEREAS, the impacted stakeholder communities would prefer that the proposed expressway facilities be constructed as non-tolled freeways, but understand that this project may be completed with greater expediency should the Illinois State Toll Highway Authority be authorized to construct the preferred Build Alternative 203, Option D.

NOW, THEREFORE, BE IT RESOLVED by the Village President and Board of Trustees of the Village of Hanover Park, in the Counties of Cook and DuPage, Illinois, a home rule unit of local government:

Section 1: Location: The impacted communities hereby request that any construction of Elgin-O'Hare West Bypass highway improvements by IDOT or the Illinois State Toll Highway Authority have a route and location consistent with the area recommended by stakeholders and IDOT through the Federally mandated process, as depicted in the Preferred Build Alternative 203, Option D, a copy of which is attached hereto as Exhibit "A."

Section 2: Illinois State Toll Highway Authority: If the Illinois State Toll Highway Authority shall be authorized to construct the Elgin-O'Hare West Bypass, the impacted communities hereby request that the Toll Authority partner with them to perform the following:

- include within their construction plans full interchange access at the locations identified in Build Alternative 203, Option D, to serve said communities without significant financial obligation to said communities;
- include within their construction plans those improvements identified by IDOT and participating stakeholders that shall mitigate associated transportation impacts, including but not limited to, flood mitigation, sound barriers, elimination of utility conflicts and improvements to remedy increased traffic on local roads;
- provide for appropriate space and accommodations within the expressway envelope for future transit development; and,
- provide for the needs of pedestrians and bicyclists in planning, programming, design, and construction of transportation facilities associated with the project.

Section 3: Purpose and Need: The construction of the agreed upon preferred Build Alternative 203, Option D, in its entirety, as developed through the federally-mandated Tier One process and recommended by IDOT and participating stakeholders, is necessary to:

- ensure operational stability for vehicular traffic on the west side of the Airport with the completion of the improvements associated with the O'Hare Modernization Program; and
- foster further economic development, business retention and attraction, and job creation of more than 60,000 new jobs created resulting from the referenced improvements.

Section 4: The communities request that financing and construction of the referenced Bypass be completed in its entirety as recommended by the Illinois Department of Transportation and participating stakeholders.

Section 5: A copy of this resolution supporting the construction of Build Alternative 203 as developed in concept through the Illinois Department of Transportation's Tier One study shall immediately be forwarded to the Governor, the Illinois Secretary of Transportation and each of the Directors of the Illinois State Toll Highway Authority.

Section 6: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this 18th day of March, 2010 pursuant to a roll call vote as follows:

AYES:

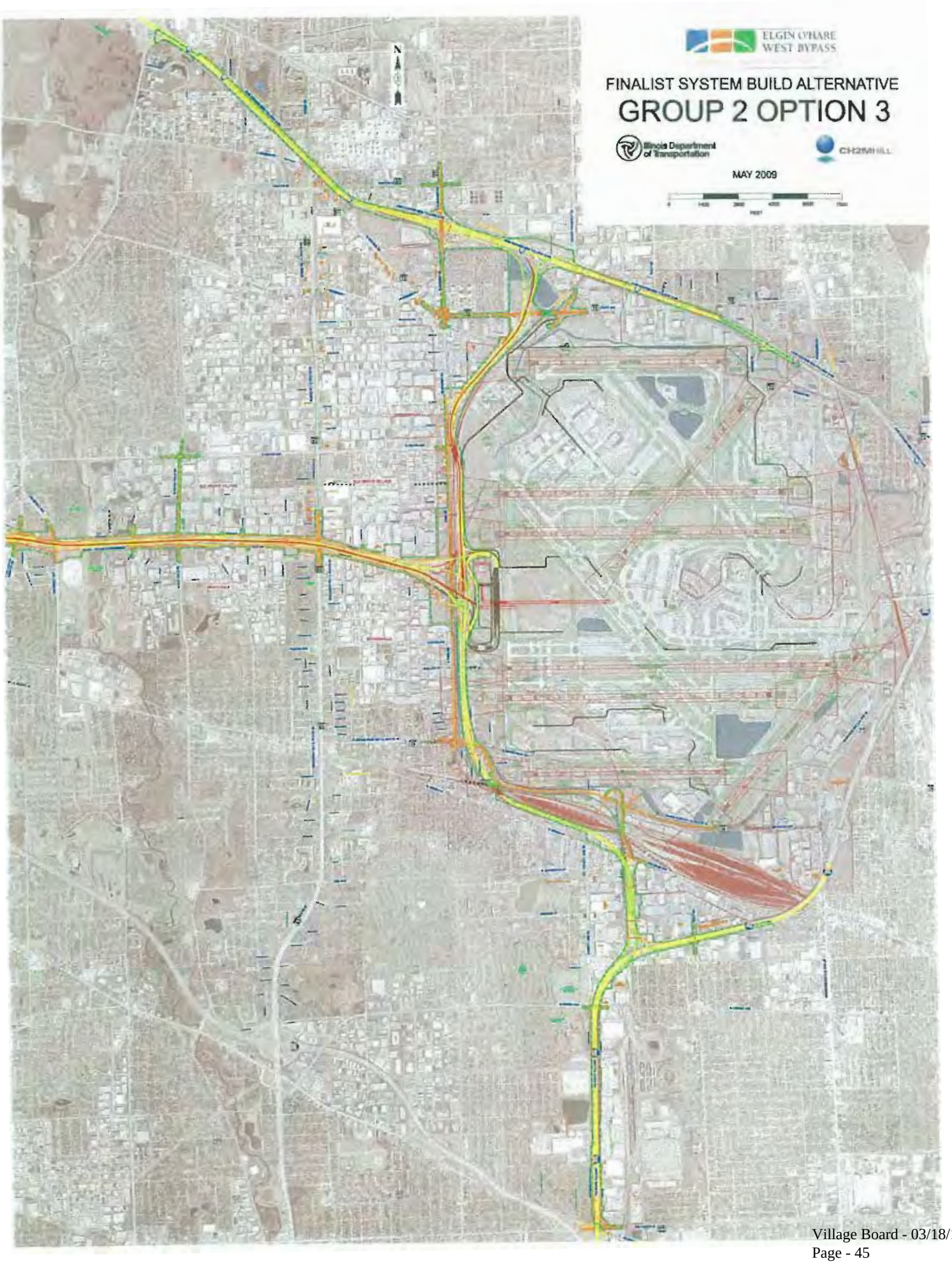
NAYS:

ABSENT:

ABSTENTION:

Approved: _____
Village President

Attest: _____
Village Clerk


ELGIN O'HARE
WEST BYPASS
FINALIST SYSTEM BUILD ALTERNATIVE
GROUP 2 OPTION 3
Illinois Department of Transportation
CH2MHILL
MAY 2009

Village of Hanover Park **AGENDA MEMORANDUM**

TO: **Village President and Board of Trustees**

FROM: Ron Moser, Village Manager

SUBJECT: Preliminary Fiscal Year 2011 Budget Presentation

ACTION REQUESTED: ☐ Approval ☐ Concurrence ☒ Discussion ☐ Information

RECOMMENDED FOR CONSENT AGENDA: ☐ Yes ☒ No

MEETING DATE: **March 18, 2010**

Executive Summary
Staff will be presenting the preliminary budget for Village Board discussion. The Village Manager will point out significant issues and seek Board direction.

Discussion
Based on direction received, staff will make changes in the budget and present it to the Board at the April 1, 2010. Pending direction for approval at that meeting, staff will present the final budget document on April 15th at the Public Hearing and then present at the regular Board meeting for a vote.

Recommended Action
Staff respectfully requests discussion of the significant issues for the Fiscal Year 2011 budget, and directions on how to proceed with the issues.

RM:smk

Attachments: Village Manager's Preliminary Budget Assessment

Agreement Name: _____

VILLAGE MANAGER
INTEROFFICE MEMORANDUM

DATE: March 10, 2010

TO: Village President and Board of Trustees

FROM: Ron Moser, Village Manager
Lafayette Linear, Director of Finance
Tom Dahl, Assistant Director of Finance

SUBJECT: **Preliminary Budget Assessment**

Staff has prepared the preliminary FY'11 budget. Staff has prepared a balanced budget. This presentation is to stimulate discussion and get decisions from the Board.

Vital Few Priorities

Staff has prioritized three projects deemed to be vital in our upcoming budget. Consideration of these projects was included in the ability to fund the projects, concerns of the Board, concerns of the public and input from department heads. Listed below are the three vital priorities identified by staff. They have been included as part of the upcoming Fiscal Year budget.

1) Reverse downward trend in residential property values.
2) Construction of the new police building.
3) Increased police sworn staffing with a future goal of 61 officers. The budget funds for additional police officers to be hired in the next fiscal year. This will bring our contingent of officers to the desired amount of 61. In order to fund this, staff recommends the hiring be phased in, which will lower our costs in this fiscal year. By hiring two officers in January, and subsequently two officers in April, the added cost for the upcoming fiscal year is approximately $90,000. Staff is recommending this hiring plan; however, it will be contingent on staff analysis of revenues for fiscal year '12 and beyond. Therefore, in November and December of 2010, staff will determine if future funding will allow for hiring these positions and make a report to the Board.

Budget Preparation Process

The Village Manager directed department heads to provide preliminary budgets to have non-wage areas of their budget remain static from the current Fiscal Year. Department heads did provide budgets within those guidelines.

Based on preliminary wage assumptions and the department submittals, the general operating fund was first calculated to be $195,114 in expenses over anticipated revenues.

The Village Manager and Finance staff met with the three largest departments being Public Works, Fire and Police. We first identified commodities and services needed in the upcoming budget that could be purchased during this current Fiscal Year. This was done because our current Fiscal Year is three-quarters of the way finished and we are seeing a surplus of revenues above expenditures. After careful review, the Police Department identified $42,082 which could be purchased this year, the Fire Department $27,528 and Public Works $34,200 for a total of $103,810. This reduced our projected deficit for the next year to $39,209. Per Board direction on March 4, 2010, those departments are making these purchases now.

Our next review was of proposed capital projects. The Initial request by departments was $1,925,585. The spreadsheet in Exhibit #1 shows the original request, what we removed and the final approved items. After careful review with staff we eliminated or reduced expenditures resulting in a decrease of $427,580.

Calculating the proposed General Fund expenditures identified at $23,538,099 and adding the general fund portion of capital expenditures at $665,987, we have developed a proposed budget of $24,204,806.

General Fund revenues have been budgeted at $23,645,661.

To meet the deficit of $558,425, staff will budget a re-appropriation line item of that same amount. This is the same process used in previous budget years. It is recognized that, at the end of the Fiscal Year, it may be unnecessary to re-appropriate this money from the General Fund reserves. Even with the re-appropriations (if it was necessary) we are still well within the guidelines of the 25% reserve rule.

In examining the last four years' budget, the re-appropriated amount ranges from a low of $429,789 to a high of $2,011,039 with the mean amount of re-appropriation being $1,346,253. In only one of the four previous budget years did any amount of re-appropriation actually need to be utilized to balance the budget at the end of the fiscal year. That was in 2008 when $1,118,626 was used as a re-appropriation.

The following list the previous four years of budget re-appropriations:

- Fiscal Year 2010 - $ 429,789
- Fiscal Year 2009 - $1,958,646
- Fiscal Year 2008 - $2,011,039
- Fiscal Year 2007 - $ 985,539

If the entire $558,425 were required to be transferred from the General Fund reserves at the end of the Fiscal Year, that would reduce our reserve fund balance from $8,441,154 to $7,882,729 making that fund 32.6% on reserve.

Village Board Input

Staff is requesting Board direction on the following budget issues. Staff have budgeted an amount for these five items, but seek direction as to the funding level desired:

Organization/Item	Current Budgeted Amount	Board Approved Amount	Description
WAYS (Wayne Area Youth & Family Services) contribution	$2,000		WAYS is a community not for profit, Social Service Agency that provides family counseling, case management, addictions counseling, prevention programs for youths and adults, tutoring, professional development and cultural diversity training for the residents and professionals of West Chicago, Winfield, Warrenville, Wayne, Carol Stream, Bartlett, and Hanover Park.
Shelter, Inc. contribution	$3,000		Shelter, Inc. is a non-profit, licensed and accredited child welfare agency, which has provided community based, emergency and longer-term housing for thousands of children and adolescents from birth through age 17 in the Northwest Suburbs of Chicago, who are abused, neglected, dependent or in need of supervision.
Hanover Park Park Foundation Annual Ball	$2,400		2 tables @ $700/ea. and $1,000 towards expenses. The Hanover Park Park Foundation is dedicated to supporting the HPPD in the development and enhancement of facilities and open space, as well as to assist in providing recreation and leisure opportunities for the residents of the HPPD for present and future generations.
Elected Official Expense Account	$2,000		IML Conference ($1,260), NWMC Banquet ($130/2 pp), DMMC Banquet ($110/2 pp), appropriate golf outings ($200), other events ($150), Clothing ($150)
Hi-Lighter Frequency	$22,200 (6x/ year)		Design currently completed in-house. Budgeted amount is printing cost.
Police Residence Program	$20,000		The pilot program will be initiated in which one residence will be appropriated with Village resources. This program involves selecting a foreclosed property which has not been inhabited for a minimum of one year and upgrading it and making it attractive for a law enforcement officer to purchase and reside at. This will be advantageous to the Village as another law enforcement officer will reside here and will enhance that specific property, as well as the surrounding neighborhood.

Unbudgeted issues for Board direction:

Organization/Item	Current Budgeted Amount	Board Approved Amount	Description
Lobbying services	$0		At a previous Board Workshop, the Board heard from Lobbyist Cheryl Axley. The Board directed the Village Manager to return with a copy of a proposed contract from Ms. Axley. Attached as Exhibit #2 you will find a lobbying services agreement submitted from Ms. Axley. Her initial request is a monthly retainer of $3,500.
DriveCam	$0		Staff recommends that we not renew our contract with DriveCam. In the current contract, the Village pays a $22,000 annual fee for this service. DriveCam has been installed in Village vehicles for 2 years. An examination of traffic crashes shows that the 2-years prior to the installation of DriveCam, employees were involved in 15 crashes and during the period DriveCam was in the vehicles, there were 24 crashes.
DuPage Senior Citizens Council	$0		The Village received a request from the DuPage Senior Citizens Council asking for contributions for the next year in the amount of $14,157. The Village has never funded this program in the past. A copy of that letter is listed as Exhibit #3. The Council provides meal delivery, accompanied by a well-being check to home-bound seniors in Hanover Park. They also have a home maintenance program; however, that is a very small portion of this request. The Social Services unit checked cost comparisons and provided further details. Also included in that same exhibit are two emails from Tricia Rossi providing further information about the cost, as well as services provided in the Cook County section of the Village. In further discussions with the Council, they advised that if we were not to provide funding and if their other current funding sources were to not meet their demands, the action they would probably take would be to put new requests on a waiting list until funding was adequate. As it appears there is and has been funding for this program, staff recommends that we do not provide funding at this time. It can be reconsidered in the future.

Parade	$0		A parade was identified by some Village Trustees as desirable. The last parade the Village was involved in was during our 50th Anniversary. Financial records indicate that approximately $3,150 was spent towards stipends for bands and others to participate in the Parade. All overtime and labor costs were absorbed by the departments involved. Staff recommends that if a parade is approved, the budget amount be approximately $3,000-$4,000.
Illinois Civil Justice League contribution	$0		In the current fiscal year, we contributed $1,000. The Illinois Civil Justice League is a coalition of Illinois citizens, small and large businesses, associations, professional societies, not-for-profit organizations and local governments that have joined together to work for fairness in the Illinois civil justice system. This has been funded in the past. No records can be found exactly as to how this has benefited the Village. At this time, staff recommends not budgeting for this contribution.
Community Resource Center	$0		In the current fiscal year, we gave $10,000 from a contingency fund, and $2,000 from the Cultural Inclusion & Diversity Committee. Gail Peneschi, Executive Director of the Hanover Park Community Resource Center, appeared at a recent Board meeting and requested the Board consider funding for their coalition. I contacted her recently and requested a letter and further information. In Exhibit #4 you will find her letter. The Village Manager spoke with her further and she advised that any contribution made by the Village would go to their summer programs, which are eight weeks in length from the latter part of June till the middle of August. She advised that the contributions we would receive would go towards transportation for field trips. They utilize buses to take youth to the City of Chicago, museums, water parks, beaches, etc. Money would also be utilized to pay hourly rates for part-time workers for this summer program. She advised that approximately 45 youth from Hanover Park will be served.

RAM/smk

Exhibit #1

Fiscal Year 2011 Capital Requests

Account Number	Description	Original Request	Removed	Approved
PD	9 Panasonic Toughbooks & Docking Stations	$41,000		$41,000
Engineering	CAD Computer Workstation	$2,500		$2,500
FD	1 Panasonic Toughbook 19 Tablet Computers	$3,100		$3,100
FD	10 Panasonic Toughbooks & Docking Stations	$47,000	($23,500.00)	$23,500
IT	30 Personal Computer Replacements	$39,000	($15,600.00)	$23,400
IT	Server Replacements (3)	$7,800		$7,800
IT	Network Switch Replacements	$7,500		$7,500
IT	Microsoft Office 2007 Upgrades (100 @ 301)	$30,100	($6,020.00)	$24,080
IT	Email for all (100 @ 42)	$4,200		$4,200
IT	Printer Replacements	$15,000		$15,000
PD	Laptop Computer	$2,200		$2,200
PD	2 Epson Scanners	$2,000		$2,000
PD	8 Blackberries	$4,800	($4,800.00)	$0
PD	Crimeview & GIS	$32,510	($32,510.00)	$0
PD	Envelope Labeler for Dossey	$150	($150.00)	$0
PW	Dell Laptop for Wastewater	$1,500		$1,500
PW	Dell Laptop for Water	$1,100		$1,100
FD	Lifepak 15 Biphasic Defibrillator/ Monitor	$26,632		$26,632
FD	Lifepak 1000 Biphasic AED (13)	$30,693		$30,693
FD/PW	Overhead Door Lifts	$15,000		$15,000
Manager	County Farm Road Bus Study (w/ 120,000 grant)	$150,000		$150,000
Engineering	Depressed Driveway reconstruction (w/37,500 resident)	$115,000		$115,000
Engineering	County Farm Road arterial fence	$50,000		$50,000
PW	Fleet Service Air Handling	$175,000		$175,000
PW	Parkway Tree Renewal Program	$10,000		$10,000
PW	Creek Bank Repair	$300,000	($300,000.00)	$0
PD	Protective Vests (28)	$16,800		$16,800
CD	Comprehensive Plan & Zoning Code	$40,000		$40,000
PW	Salt Dome (from reserves not GF)	$600,000		$600,000
PW	Lighted Street Signs	$50,000		$50,000
PW	Berkshire Storm Sewer	$20,000		$20,000
Manager	Furniture Replacement	$25,000	($5,000.00)	$20,000
Manager	Police Residency Program	$60,000	($40,000.00)	$20,000
	TOTAL	$1,925,585	($427,580.00)	$1,498,005

Exhibit #2

LOBBYING SERVICES AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of April, 2010, by and between Cheryl Axley LLC, a consulting firm with offices at 90 E. Milburn, Mount Prospect, IL 60056 and hereinafter called "Axley"), and Village of Hanover Park, with its principal offices at 12121 W. Lake Street, Hanover Park, IL 60133 (which may hereinafter called "Village").

WITNESSETH:

WHEREAS, the Village of Hanover Park wishes to retain Cheryl Axley LLC. to perform certain lobbying services (hereinafter more particularly described) on behalf of the Village and its subsidiaries in the State of Illinois; and

WHEREAS, CHERYL AXLEY LLC has represented to the Village of Hanover Park that it is capable and is willing to undertake the performance of lobbying services in the State of Illinois.

NOW, THEREFORE, in consideration of the payments to be made to Cheryl Axley LLC., as herein provided, and the mutual agreements herein contained, the parties agree as follows:

1. **Terms and Termination.**

(a) This agreement shall be effective as of April 1, 2010, and shall continue in full force and effect through March 31, 2011; provided, however, that should AXLEY's performance of the lobbying services prove unsatisfactory to the Village, the Village may terminate this Agreement at any time without liability upon thirty (30) days' written notice to AXLEY and provided further, however, that the Village may terminate this Agreement with respect to itself pursuant to Section 4.

(b) For and in consideration of Cheryl Axley LLC's performance of services in accordance with the terms and conditions of this agreement, the client shall pay Cheryl Axley LLC, a monthly retainer of $3,500.00 (Three Thousand Five Hundred dollars) per month, payable on invoice.

(c) It is understood and agreed that the compensation recited within this section includes usual and ordinary costs and expenses. If Cheryl Axley LLC determines that there is a need to incur extraordinary costs and expenses in the performances of services hereunder, then in that event, the College shall reimburse Cheryl Axley LLC for the same, provided the nature, amount and circumstances thereof are fully disclosed to and approved by an authorized representative designated by the Mayor prior to the time the same are incurred, and upon receipt of a detailed accounting of all such extraordinary costs and expenses.

2. **Lobbying Services.**

(a) The Village hereby retains AXLEY, and AXLEY hereby undertakes to exercise its best efforts to protect and promote the business, products, reputation and interests of the Village and its subsidiaries in the State of Illinois performing lobbying services (hereby called "Services"). Such Services shall include, but not be limited to, the following:

(i) Directly working with members of the Illinois General Assembly, Governor's Office, State Agencies, and any other legitimate sources to obtain grants, member initiative allotments, and direct funding designations to the Village for Capital Improvements, which includes, among other things, as building, equipment, structural, and road improvements, which shall directly result from the State Budget and from available sources resulting from the Capital Program; and

(ii) Monitoring and keeping the Village apprised on a regular basis of all legislation, bills, amendments, and regulatory activity now pending or proposed, or which may be proposed during the term hereof, in the Illinois state legislature or in any agency or department of the State of Illinois, pertaining to the business, products, reputation or interests of the Village or its subsidiaries; and

(iii) Providing the Village with information and guidance as to the matters described in subsection 2 (a) (i) and making recommendations as to appropriate actions which should be taken consistent with the objectives of this Agreement; and

(iv) Lobbying efforts with Key legislative or regulatory officials and their staffs, on matters pertaining to the business, products, reputation or interests of the Village or its subsidiaries; and

(v) On instructions from an authorized representative, undertaking such actions as the Village may deem appropriate and consistent with the objectives of this Agreement, which actions shall include, but not be limited to, appearing and/or testifying at hearings and promote the interests of the Village and its subsidiaries with respect to matters and/or proceedings proposed or pending before legislative, administrative and/or executive governmental bodies.

(b) Upon request, Cheryl Axley LLC shall provide the Village, upon request, with written reports on its activities.

(c) Cheryl Axley LLC shall maintain close liaison and frequent communication with the Mayor of the Village, particularly during critical periods or on priority items.

3. **Confidentiality.**

Inasmuch as in the rendering of Services hereunder, Cheryl Axley LLC's associates and employees may acquire confidential information and data

concerning the business and operations of, or belonging to, the Village, and additional information and data will be made available to or developed by Cheryl Axley LLC, Cheryl Axley LLC agrees to treat and maintain all such information and data as the Village's confidential property and not to divulge it to others at any time or use it for private purposes or otherwise, except as such use or disclosure may be required in connection with performance of the Services or as may be consented to by the Village, unless and until such information becomes a part of the public domain or Cheryl Axley LLC legally acquires such information without restriction on disclosure from sources other than the Village or other companies with whom the Village has a business relationship.

4. **Relationship with Other Clients**.

In the event that a possible conflict of interest arises at any time during the term of this Agreement between the interests of the Village or its subsidiaries and those of Cheryl Axley LLC's other clients, Cheryl Axley LLC agrees to notify the Village thereof promptly and shall, if so directed by the Village refrain from performing services with respect to such area of competing interest. agrees that the Village shall have the right to terminate this Agreement with respect to itself at any time without liability upon written notice to Cheryl Axley LLC, if, in the Village's sole judgment, upon reasonable basis, Cheryl Axley LLC's representation of its other clients conflicts with the best interests of the Village or its subsidiaries.

5. **Independent Contractor**.

Cheryl Axley LLC is and shall act as an independent contractor in performing Services hereunder.

6. **Non-Assignment**.

This Agreement shall be personal to the parties hereto and no party shall (by operation of law or otherwise) transfer or assign its rights or delegate its performance hereunder; and any such transfer, assignment or delegation shall be void and of no effect.

7. **Miscellaneous**.

(a) This agreement constitutes the full understanding of the parties and a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement relating to Cheryl Axley LLC's performing Services hereunder and supersedes any and all prior agreements, whether written or oral between the parties. No waiver by any party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver or any

other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

(b) All provisions of this Agreement are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

Cheryl Axley LLC	Village of Hanover Park
By _____	By _____
Cheryl Axley	Rodney Craig
Title: President	Title: Mayor

Exhibit #3

DUPAGE SENIOR CITIZENS COUNCIL

WISDOM MATURITY EXPERIENCE

"Devoted To Enriching Senior Life" Est. 1975

www.dupageseniorcouncil.org

1919 S. Highland Avenue, Building A, Suite 210
Lombard, IL 60148-6162
Office (630) 620-0804 Fax (630) 620-1158

Northeastern Illinois Area Agency on AGING

United Way

February 1, 2010

Rodney S. Craig
Village President
Village of Hanover Park
2121 W. Lake Street
Hanover Park, IL 60133-4398

Dear Mr. Craig:

The DuPage Senior Citizens Council is requesting funding from the Village of Hanover Park to help cover the cost of operating our Senior Nutrition and Home Maintenance Programs. These programs provide your elderly population with a reliable source for basic nutrition, well-being-checks and assistance with home maintenance. We are asking that the Village contribute to underwrite the unfunded expense of serving the senior residents in Hanover Park. The cost gap this year for Hanover Park is $14,157.

More than ever, your financial support is crucial to help assure that our programs are available to seniors in need of assistance. Only with your financial assistance at some level can we continue to add quality and lend dignity to the lives of seniors as they seek to remain in Hanover Park, the community they do not want to leave. In the past years, DSCC has been able to provide a daily meal delivery accompanied by a Well Being Check to frail, homebound seniors in your community. We will continue to meet our commitment under the Older Americans Act-Title IIIC programs to provide nutritional support to seniors, the implementation of this service, by necessity, will have to be altered in those cities and villages that do not provide some level of municipal support.

Should you need any additional information, please contact me at (630) 620-0804. These are difficult and challenging times - we look forward to working through them with you as we provide services to your most vulnerable residents.

We look forward to your response.

Sincerely,

Marylin Krolak
Executive Director

cc: Ron Moser, Village Manager

RECEIVED
FEB 8 2010
MAYOR / MANAGER

DuPage Senior Citizens Council (DSCC)

Proposal for Senior Nutrition and Home Maintenance Programs
To
The Village of Hanover Park

Overview

Many older people need assistance in order to maintain their health and independence. This is particularly true for those seniors who are frail, have limited income, or whose families live elsewhere. Like most communities in DuPage County, Hanover Park has a growing senior population and a significant percentage of senior homeownership. Most of these residents desire to remain living independently in their homes.

Hanover Park has much to gain from the wisdom and experiences of older adults who increase the diversity and link the generations of your community. DSCC Senior Nutrition and Home Maintenance programs conform to the mission of the Village by providing for the safety, health and welfare of its residents.

History of DSCC

DSCC represents the foundation for service networks envisioned by the landmark 1965 Older Americans Act (OAA). This Congressional Act remains the nation's major vehicle for promoting the delivery of a minimal amount of social services to the aging population and authorizes the distribution of federal grants to areas across the United States.

Established in 1975, DSCC is a 501(c) (3) not-for-profit, community-based, volunteer-driven agency and since its founding it has been at the foundation of DuPage County's senior service network established by the OAA.

Since 1983, DSCC has operated a Senior Nutrition Program from various locations throughout DuPage County. Recognizing additional needs within the senior community, DSCC developed a Home Maintenance Program in 1990.

As a proud member of Meals on Wheels of America, DSCC is privileged to be the designated *Meals on Wheels* provider for all of DuPage County, for which we receive a limited amount of Federal and state funding based upon a demographic formula.

Program Descriptions

Senior Nutrition

More than 1,000 meals are packed and delivered each weekday to frail and homebound seniors in DuPage County by staff and volunteers who have been trained in food safety. In addition, more than 200 meals each day are served at community dining sites within the county. All meals are balanced, nutritious, and meet special dietary needs required, such as low sodium, vegetarian, or diabetic requirements. Each meal is equivalent to

1/3 of the Reference Dietary Intake for adults 60 or over. Last year, more than 1,900 seniors received more than 285,000 meals in their own homes through this program.

Home Repair
This program, available to DuPage County senior residents provides low-cost minor home repairs, free Contractor Referral, and a seasonal yard clean up called Chore Days. This program helps seniors maintain the safety of their homes and also the value. Repairs commonly needed are often too small for most contractors, but the work is necessary to ensure the senior can maintain a decent, safe, and sanitary living environment. Repair work is done by DSCC staff, and all of the service technicians in this program are pre-screened, qualified, and supervised. Chore Days is a popular activity for seniors and volunteers alike. Hundreds of seniors receive assistance from groups of volunteers of all ages who help with various outside chores such as raking leaves, gardening, trimming shrubs, and other yard tasks.

Funding Request

Our request is made in order to help bridge the gap between the cost to provide our services to the residents of Hanover Park and the anticipated revenue from confirmed funding sources and senior contributions.

Senior Nutrition Program:
In the Senior Nutrition Program, it will cost $8.00 to prepare and deliver each meal to a needy senior. DSCC can count on Federal and state grants to cover half of that cost. DSCC must raise the additional dollars through underwriters such as you.

In the past year, 3,861 meals were provided to seniors in Hanover Park and we anticipate a similar number in the coming year. The average donation directly, or on behalf of those Hanover Park seniors served, is typically $.45 per meal. Thus the cost gap to serve your senior residents is anticipated to be $13,707 during the coming year.

Summary

3,861 meals X $8.00 =	$30,888
Confirmed other funding =	($15,444)
Anticipated Senior Donations ($.45 per meal)	($1,737)
Hanover Park Nutrition Cost Gap*	**$13,707**

* Based on data from Fiscal Year 2009

Home Maintenance Program:

The cost of the Home Maintenance Program is anticipated to be $125 per hour to provide Home Maintenance service to senior homeowners. Funds from other sources project to $20 per hour. We receive approximately $60 per hour for our services directly from, or on behalf of, the senior homeowners. The total from these funding sources ($85 per hour) leaves a cost-gap of $45 per hour. DSCC anticipates providing 10 hours of Home Maintenance and Chore Days services to Hanover Park seniors this coming year. The cost gap for the Home Maintenance Program for Hanover Park seniors is anticipated to be $450 for the upcoming fiscal year.

Summary

10 service hours X $125 =	$1,250
Confirmed other funding=	($200)
Anticipated Senior Donations=	($600)
Hanover Park Cost Gap	**$450**

We are aware that the negative impact of the economic crisis will be a great challenge as we move forward in 2010. However, please know that we cannot continue to provide our daily services to Hanover Park seniors without your financial commitment at some level. If you cannot underwrite the total cost gap, we ask that you support Hanover Park seniors at the highest level possible within your budget.

The total cost gap in Hanover Park is $14,157 and that is the amount of our request this year. We ask that you help us to bridge that gap so that we can continue to best serve the elderly population of Hanover Park.

Thank you!

Moser, Ron

From: Rossi, Tricia

Sent: Monday, March 08, 2010 3:39 PM

To: Moser, Ron

Subject: Home-Delivered Meals

On 3/5/10 I spoke to Marylin Krolak, the Executive Director of DuPage Senior Citizen Council, regarding their home-delivered meals program. Ms. Krolak informed me that their home-delivered meal program is funded in part by Federal and State grants, with the additional funding coming from local charities (such as the United Way), fundraisers, municipalities, and the seniors themselves (the suggested donation is $.45 per day). Ms. Krolak indicated that in 2009 there were 155 Hanover Park residents receiving home-delivered meals, with a total of 3,861 meals delivered. Most seniors get deliveries once per day, 3-5 days per week. Seniors can opt in or out of the program at any time during the year, which accounts for the variation in number of clients vs. meals served. Ms. Krolak stated that the desired Hanover Park contribution is $13,707 to cover the cost gap, but that any donation amount would be greatly appreciated.

On 3/8/10 I spoke with Sandy Warner of the Kenneth Young Center. They provide meals on wheels for the Schaumburg Township portion of Hanover Park. Ms. Warner indicated that she currently has 5 Hanover Park residents receiving meals, with 2 more on the waiting list. I am waiting to hear back from her with cost estimations.

On 3/8/10 I spoke with Jennifer Bouche of Hanover Township Senior Services. She indicated that she would research my request and call me back. I am awaiting her call. In the meantime, I viewed the annual report on the Hanover Township website, and it gave a total of 11,488 meals delivered in fiscal year 2008/2009. This number is for all of Hanover Township, not just Hanover Park, so I am unsure of the actual breakdown.

As soon as I receive the confirmed statistics for Schaumburg Township and Hanover Township, I will advise you of my findings.

Thank you.

Tricia

Moser, Ron

From: Rossi, Tricia

Sent: Wednesday, March 10, 2010 12:21 PM

To: Moser, Ron

Subject: Meals on Wheels - Part 2

The following is information I received about the home-delivered meals programs in Schaumburg and Hanover Townships (Cook County):

I spoke with Sandy Warner at the Kenneth Young Center. They are currently serving 5 Hanover Park (iSchaumburg Township) residents, with 2 on a waiting list. The suggested donation from each senior is $5.50. This covers the cost of food and administrative costs. The base cost of the food is $4.00, but she is unsure of the total cost of each meal when you figure in administrative fees. She does not have an accurate breakdown of total expenditures and the cost gap.

I spoke with Jerry Krzywazinski of Hanover Township. They have 61 total people receiving meals on wheels; approximately 5 – 7 of them are Hanover Park residents. Each senior receives 5 meals per week. The suggested donation from the senior is $3.00 per meal. The total cost of the meal is $6.75. Catholic Charities administers this program. The balance of the cost is paid for by federal and state funding. He did not have an accurate breakdown of total expenditures or the cost gap.

Please let me know if you have any questions or need any additional information.. Thank you.

Exhibit #4

HANOVER PARK RESOURCE COALITION
COMUNITY

Hanover Park
Community Resource
Coalition
1402 Arlington Drive
Hanover Park, IL 60133

Phone: (630) 837-2100
Fax: (630) 837-2121
E-Mail: galki@aol.com
Web:
www.hpresource.org

Officers:

Phil Anderson
President

Dr. Carol Auer
Vice Chairman

Maria Bond
Treasurer

Jennie Swanson
Secretary

Executive & Central Staff

Gayle Peneschi
Executive Director
HPCRC

Jessica Johnson
Program Coordinator
Greenbrook

Ann Cooper
Program Coordinator
Spring Wood

Richard Johnson
Program Assistant
Greenbrook

Sufyan Seedat
Program Assistant
Spring Wood
Tech Coordinator
HPCRC

March 9, 2010

Mr. Ron Moser, Village Manager
Village of Hanover Park
1919 Lake Street
Hanover Park, IL 60133

Thank you for your continued support. Knowing that we can partner in providing for our community has led to great success in the last few years.

Hanover Park Community Resource Coalition (HPCRC) almost lost funding in 2009, but thanks to generous contributions from the Village and other local supporters, we successfully completed the year and met our goals. We've been proactively trying to secure funds for our upcoming summer program.

Throughout the year we have conducted several fundraising activities. We are continuing to work with the parents and members of the community to find new ways to bring the community together.

HPCRC has received outstanding feedback from participants and community members who want to bring back the 3-on-3 basketball tournament. This means that our hard work and efforts are bringing the community together; which is our ultimate goal.

The Resource Center has been providing ESL classes for adults, hosts a library open to all as well as providing children in the community a safe and educational place to be on Saturday mornings. We are even serving a healthy breakfast in that program now, which has increased attendance.

Your financial contribution to this program is vital to our community's health and productivity. Any additional assistance or participation you can provide concerning the future growth of our organization will be very much appreciated.

Warmest Regards,

Gayle Peneschi
Executive Director- HPCRC

Village of Hanover Park **AGENDA MEMORANDUM**

TO: **Village President and Board of Trustees**

FROM: Ronald A. Moser, Village Manager
Howard A. Killian, Director of Public Works

SUBJECT: New Salt Storage Facility

ACTION REQUESTED: ☒ Approval ☐ Concurrence ☐ Discussion ☐ Information

RECOMMENDED FOR CONSENT AGENDA: ☐ Yes ☒ No

MEETING DATE: **March 18, 2010**

Executive Summary

Approval of the bid from Dome Corporation of North America for the construction of a new salt dome in an amount not to exceed $406,050.

Discussion

As part of the Police Station project, the existing salt storage facility needs to be demolished. The Village sent out bid packets to six firms with two submitting bids as listed below.

Dome Corporation of North America	$406,050
Bulk Storage Inc.	$423,210

The new salt facility will be the same size as the existing one and will be located behind Village Hall to the west of the vehicle storage garage. The new dome includes a conveyor/loading system which allows more efficient loading of the road salt. The Village Engineer is currently designing the site work and we will be seeking separate bids for that work.

Recommended Action

Staff respectfully requests the President and Village Board approve the lowest responsible bid from Dome Corporation of North America for an amount not to exceed $406,050 and authorize the Village Manager to execute the necessary documents.

ck

Agreement Name: _____

Executed By: Village Manager

Village of Hanover Park **AGENDA MEMORANDUM**

TO: **Village President and Board of Trustees**

FROM: Ronald A. Moser, Village Manager
Howard A. Killian, Director of Public Works

SUBJECT: Resolution Approving Contracts for Construction of a New Police Station Between the Village of Hanover Park and Leopardo Companies, Inc.

ACTION REQUESTED: ☒ Approval ☐ Concurrence ☐ Discussion ☐ Information

RECOMMENDED FOR CONSENT AGENDA: ☐ Yes ☒ No

MEETING DATE: **March 18, 2010**

Executive Summary

Attached, for your review and approval, are two riders to form contract documents to be entered into with Leopardo Companies, Inc. of Hoffman Estates for the Construction Manager/Constructor for the new police facility.

Discussion

These contracts were originally presented to the Village Board at the February 18, 2010 Workshop. Following that meeting, the Village attorney has reviewed and revised the contracts and, in particular, the riders to each and Leopardo has accepted the changes.

Below is the timeline which reflects the process used to select Leopardo as the Construction Manager/Constructor.

December 3, 2009	Board directs staff to begin Construction Manager/Constructor selection process.
December 7, 2009	Request for Statement of Qualifications sent to 20 firms which had shown interest in the project.
December 23, 2009	Thirteen firms responded with Statements of Qualifications.
Week of December 27, 2009	Staff reviewed all proposals and selected four firms for interviews.
Week of January 4, 2010	Public Works Director, Police Chief and Deputy Chief conducted interviews with the four firms and toured Police facilities recently constructed by them.

Agreement Name: _____

Executed By: Village Manager

January 15, 2010 Staff selects Leopardo as top firm and begins negotiations of contract.

Leopardo is located in Hoffman Estates, Illinois and recently completed the Headquarters Police Station for the City of Aurora. Staff feels that their approach to the project, along with the team of employees they would assign to the project, would be beneficial to the Village and the success of the project.

This contract sets Leopardo as the General Contractor for the project. Once we have completed the design development stage with the architect, Leopardo will provide the Village with a guaranteed maximum price for this building. During the project, Leopardo will obtain competitive bids for the sub-trades and has pledged to seek out local contractors and employees. The Village will review the bids received and will determine the responsible low bidder with the assistance of Leopardo.

Compensation:
A Construction Manager/Constructor fee structure is broken down into three parts; Construction Management fee, Preconstruction fees, and General Conditions.

Preconstruction Fee:
This is for the work the Construction Manager/Constructor will perform in assisting the Village and the architect on the design of the building, reviewing items for constructability, and cost efficiency. Their initial proposal was $86,500 which staff negotiated down to a not to exceed amount of $75,000 or a 13.3 percent reduction. Comparisons we received were between $70,000 and $86,500.

Construction Manager Fee:
This is the fee for managing the project, soliciting bids, coordination of the subcontractors, scheduling, etc.

The initial proposal from Leopardo was 3 percent or $450,000. We have negotiated it to 2.7 percent or $405,000 for a 10 percent reduction. This fee is an estimate that will be set at the time the guaranteed maximum price is set. Staff has seen estimated comparisons between 2 and 3 percent.

General Conditions:
The General Conditions are costs associated with on-site labor and expenses, and cannot be finalized until the project design and schedule are developed. They are estimating their fees at $850,000 to $880,000. We have received comparisons between $850,000 and $1,200,000.

Shared Savings Incentive:
As part of them reducing their initial fees, they have offered a shared savings incentive as part of the contract. They are suggesting a 65 percent to the Village, and 35 percent to Leopardo for any savings they are able to achieve below their guaranteed maximum price. The maximum amount Leopardo can receive back is $140,000.

Other Comparisons Received:

Hoffman Estates Police Department	$21,000,000	Construction Budget
Preconstruction Fee	132,000	
Construction Manager Fee	646,000	- 3.1%
General Conditions	694,000	- 3.3%
Aurora Technical Services Police Building	$17,000,000	Construction Budget
Preconstruction Fee	65,000	
Construction Manager Fee	450,000	- 2.6%
General Conditions	1,278,500	- 7.5%
Streamwood Police Department	$12,000,000	Construction Budget
Preconstruction Fee	30,000	
Construction Manager Fee	600,000	- 5.0%
General Conditions	613,000	- 5.1%
Mt. Prospect Fire/Emergency Operations Center	$11,850,000	
Preconstruction Fee	75,000	
Construction Manager Fee	348,525	- 2.9%
General Conditions	632,976	- 5.3%

Recommended Action

Staff is recommending the President and Village Board approve the resolution approving the contracts for construction of a new police station between the Village of Hanover Park and Leopardo Construction of Hoffman Estates and authorize the Village Manager to execute the necessary documents.

ck

Attachments: Resolution
Riders (2)
Contracts (2) – Available in the Manager's Office

RESOLUTION NO. R-10-

RESOLUTION APPROVING CONTRACTS FOR CONSTRUCTION OF A NEW POLICE STATION BETWEEN THE VILLAGE OF HANOVER PARK AND LEOPARDO COMPANIES, INC.

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Hanover Park, Illinois, that the Village President is hereby authorized and directed on behalf of the Village of Hanover Park to enter into construction contract documents with Leopardo Companies, Inc., for construction of a new police station. Said document being: AIA DOCUMENT A121 CMc - 2003 as modified by its RIDERTO THE STANDARD FORM OF AGREEMENT BETWEEN THE VILLAGE OF HANOVER PARK AND LEOPARDO COMPANIES, INC.; and AIA DOCUMENT A201 - 2007 GENERAL CONDITIONS as modified by its RIDER TO THE GENERAL CONDITIONS OF THE COFNTRACT FOR CONSTRUCTION, said two Agreements with their Riders are attached hereto and made a part hereof as Exhibit "A."

BE IT FURTHER RESOLVED that the direction and authority granted above shall not be exercised by the Village President unless and until PSA Dewberry, Inc., the Architect, agrees in writing to amend its Agreement with Village to use said above documents as the construction documents with its administration of the project in accordance with 3.6 of its contract with the Village.

ADOPTED this _____ day of March, 2010, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

Approved:_____
Rodney S. Craig
Village President

Attest:_____
Eira Corral
Village Clerk

BZP 2/24/10

RIDER TO THE STANDARD FORM OF AGREEMENT BETWEEN THE VILLAGE OF HANOVER PARK (THE "OWNER") AND LEOPARDO COMPANIES, INC. (THE "CONSTRUCTION MANAGER") FOR THE OWNER'S NEW POLICE STATION CONSTRUCTION PROJECT DATED

The following provisions, notwithstanding any provisions to the contrary, amend and replace the terms of the Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is also the Constructor - AIA Document A121/CMc - 2003 and AGC Document 565 (as modified by Construction Manager)~~, and any~~. Any provisions in the sections as numbered below which are in conflict with or inconsistent with any of the same provisions in said Standard Form of Agreement shall ~~be~~ render the same provisions in the Standard Form of Agreement void to the extent of such conflict or inconsistency. Where any provision of the Standard Form of Agreement is modified or deleted by this Rider, the unaltered portions of those provisions shall remain in effect.

ARTICLE 1. GENERAL PROVISIONS

All references in the Contract to "AIA Document 201-1997" shall be deleted and replaced with "AIA Document 201-2007".

1.1 Add at the beginning of the last sentence "Construction Manager and"

1.2 GENERAL CONDITIONS

In the second line after the term "Contract for Construction" insert the following: "(as modified or as amended by the Construction Manager and Owner)".

ARTICLE 2. CONSTRUCTION MANAGER'S RESPONSIBILITIES

2.1.6 Add at the end of the first sentence "said list shall include, if possible, Hanover Park subcontractors and suppliers."

2.1.9 Equal Employment Opportunity and Affirmative Action

Add the following sentence at the end of this paragraph: "Compliance with the Illinois Prevailing Wage Act ~~shall be required.~~ , and other statutory requirements for public contracts are part of Construction Manager's contract and shall be included by Construction Manager with all of its subcontractors for any portion of the work."

2.2.1 The parties acknowledge that Owners budget for the cost of the work including Construction Manager's compensation but excluding Architect's compensation is $15,000,000.

BZP 2/24/10

2.2.3 Add a new sentence "Said amount, however, shall not exceed $_____ in the aggregate without Owner's written approval."

2.2.6 Delete from the last line "without written acceptance by Construction Manager" and add ""unless thereafter both Owner and Construction Manager agree in writing."

2.2.8 Upon acceptance by Owner under Subparagraph 2.2.8 of the Agreement, Construction Manager's Proposal shall become a binding Contract Document within the meaning of Subparagraph 9.2.2 of the Agreement and Subparagraph 1.1.1 of the General Conditions and any other reference to Contract Document throughout the Contract Documents.

2.2.10 In Section 2.2.10, delete the last sentence in its entirety and add as a new last three sentences of this Section as follows:

Construction manager acknowledges that owner is a tax exempt entity under the laws of the state of Illinois and that owner shall, as part of its under takings under this contract, provide to the construction manager all certificates of exemptions and tax exempt numbers needed to entitle construction manager/contractor and subcontractors to purchase materials and other items to be used solely on the work or incorporated into the work on a tax exempt basis, said exemption specifically to include but not to be limited to the "Illinois Retailer Occupation Tax" (Sales Tax). Construction manager shall warrant that all material costs and scheduled values have been calculated so as to give owner the full benefit of its tax exempt status, and construction manager shall require that all subcontracts include a requirement that subcontractors purchase materials so as to give owner the full benefit of its tax exempt status. Owner shall not be liable for, and shall be entitled to a credit against the contract sum for, any sales tax paid by construction manager/contractor or any subcontractor of any tier which has been shown to have been charged to owner as part of the contract sum, as a component of the schedule of values, as unit price, or otherwise.

2.2.11 Add a new Section 2.2.11 as follows:

"**2.2.11 Public Bidding Required**

All contracts for work to be performed by prime or subcontractors including suppliers excepting, however, the Construction Manager, shall be publicly bid in the same manner as public bids for public work required under Illinois law or Village ordinance unless waived by Owner in the manner provided by law. Owner reserves the right to accept or reject all such bids. The bidding documents shall, in addition to all other required information, provide that the bidders will be

BZP 2/24/10

required to enter into a written agreement with the Construction manager as contractor and not with Owner. Following the public bidding of all prime contracts or other appropriate agreements, and acceptance by the Owner of the lowest ~~qualified~~ responsible bidders, the final Guaranteed Maximum Price shall be established in writing by the Construction Manager. All such public bidding shall ~~be obtained by the Construction Manager~~ provided through the Construction Manager subject to approval by Owner for benefit of Owner in compliance with Section 8-9-1 of the Illinois Municipal Code (65 ILCS 5/8-9-1). "

2.3.2.1 Administration

In the first line, delete the word "customarily"; in the second line, between the words "personnel" and "shall be performed" insert the words "pursuant to Section 2.1.6".

Delete the remainder of 2.3.2.1.

Insert the following:

The Construction Manager shall attend the bid openings and aid Village and Architect in analyzing the bids. Owner will then determine, taking into consideration advise from the Construction Manager and Architect, which bids are the lowest responsible bids. Thereafter, the bids will be rejected or approved by Owner and the Construction Manager will contract with said entities, which Owner has approved, using the contract bid documents as the basis of the agreement.

At the end of this Subsection insert the following:

"All contracts and other appropriate agreements for construction work on the Project shall incorporate the terms and conditions of the agreement between the Owner and Construction Manager relating to the performance of construction Work on the Project. This agreement shall include the Standard Form of Agreement Between Owner and Construction Manager where the Construction Manager is also the Constructor - AIA Document A121/CMc and AGC Document 565 - 2003 Edition and the General Conditions of the Contract for Construction - AIA A201 - 2007 Edition entered into between the Owner and Construction Manager. It shall be understood that no terms or conditions of the agreement between the Owner and Construction Manager involving construction management duties nor shall the Subcontract Price be determined by Cost of Work Plus Fee.. In the event of any inconsistencies between the agreements or contracts between the Construction Manager and subcontractors for construction Work on the Project, the terms and conditions of the agreement entered into between the Owner and Construction Manager referenced-above shall control."

BZP 2/24/10

2.3.2.2 It shall be considered reasonable for the Construction Manager to reject a Subcontractor who fails or refuses to sign the contract. ~~a form of Construction Manager's standard subcontract. An objection by the Owner or Architect to Construction Manager's rejection of a Subcontractor shall not be considered reasonable where the Construction Manager has determined that the originally selected (i) Subcontractor's price is not advantageous to the project as a whole, including the Construction Manager and the Owner, or (ii)~~ Reasons for Owner not approving a contract as being responsible shall be (i) Subcontractor's financial position jeopardizes Subcontractor's or the Work's successful performance, or ~~(iii)~~ (ii) Subcontractor has failed or cannot meet construction schedules, or ~~(iv)~~ (iii) Subcontractor has produced or produces inferior of substandard work, or ~~(v)~~ (iv) Subcontractor is not bondable. ~~Construction Manager shall not be obligated to advise Subcontractors of differences between Construction Manager's standard subcontract and provisions of the Contract Documents.~~ If Construction Manager objects to approval of a subcontractor's bid for any of the four reasons stated above, Owner may reject all bids in said category of bid work if Construction Manager agrees, as contractor, to undertake the work for the amount of the bid of what Owner otherwise determined is the lowest responsible bid. All bid documents shall recite this provision.

ARTICLE 3. OWNER'S RESPONSIBILITIES

3.1 Information and Services

3.1.2 Delete this Section in its entirety.

3.1.4 Structural and Environmental Tests, Surveys and Reports

In the third line, after the words "entitled to" insert the word "reasonably".

3.2 Owner's Designated Representative

Delete entire paragraph and add the following:

The Owner shall designate in writing a representative who shall have express authority to bind the owner with respect to decisions concerning estimates and schedules, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or work of the Construction Manager. Construction budgets and changes in the work may only be made by Owner's corporate authorities, its Village Board.

BZP 2/24/10

ARTICLE 4. COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

4.2 Payments

4.2.1 At end of this section insert the following: "Payments are due and interest on late payments shall be charged pursuant to the provisions of the Local Government Prompt Payment Act."

ARTICLE 5.3. CHANGES IN THE WORK

5.3.2. The first sentence shall be deleted and the following inserted: "In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of A201™-2007 and the term "cost" and reference to a reasonable allowance for overhead and profit, as used in Section 7.3.7 of A201™-2007 shall have the meanings assigned to them in that document and shall not be modified by this Article 5."

5.3.3. The sentence shall be deleted and the following inserted: "In calculating adjustments to Contract, the terms "cost" and "costs" as used in the above referenced provisions of A201™-2007 shall mean the Cost of the Work as defined in Article 6 of this Agreement, and the reference to a reasonable allowance for overhead and profit shall mean the Construction Manager's Fee as defined in Section 5.1.1 of this Agreement."

ARTICLE 6. COST OF THE WORK FOR CONSTRUCTION PHASE

6.1.2 Labor Costs.

6.1.2.1 In the first line after the words "construction manager" insert the words "pursuant to Section 2.1.6".

6.1.6 Miscellaneous Costs

6.1.2.2 The following classifications and names of Construction Manager's supervisory and administrative personnel shall be inserted as follows:

Project Principal	Michael Behm
Project Manager	Leigh McMillen
Superintendent	Ralf Peterson

6.1.6.2 Delete this Section in its entirety and insert the following: "The Owner is exempt from federal, state and local sales and excise taxes because it is a public body."

BZP 2/24/10

6.1.6.5. Delete the phrase "Section 3.17.1" and replace with the phrase "Section 3.17".

6.1.6.9 Delete Section 6.1.6.9 in its entirety.

6.1.8.1 Emergencies and Repairs to Damaged or Nonconforming Work. Delete the phrase "Section 10.5" and replace with the phrase "Section 10.4".

ARTICLE 7. CONSTRUCTION PHASE

7.1 Progress Payments

7.1.7.1. Delete "Section 7.3.8" and replace with "Section 7.3.9."

7.1.8 References to "subcontractors" shall be changed to "Contractor or subcontractors". At the end of the last sentence, insert the following" but in no event prior to acceptance of the Project or completion of the punch list."

7.1.11 Delete the phase "prior to the expiration of the Construction Manager's warranty."

7.2.1 At the end of the first sentence, delete the phrase "Illinois Prompt Payment Act" and replace with "Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq." and delete the last two (2) sentences, and replace with "Owner will make payment within thirty (30) days after the issuance of the Architect's final Certificate for Payment, in accordance with the Local Government Prompt Payment Act."

7.2.4 In the second sentence, delete the phrase "mediation or".

7.2.5 At the end of the last sentence, insert the following: "subject to the provisions of Section 5.2.1.

ARTICLE 8. INSURANCE AND BONDS

8.1.2 Insert the following insurance limits:

Type of insurance	Each Occurrence	Aggregate
General Liability	$1,000,000	~~$2,000,000~~ 5,000,000
Bodily Injury	$1,000,000	~~$2,000,000~~ 5,000,000
Property Damage	$1,000,000	$2,000,000
Contractual Insurance	$1,000,000	$2,000,000
Workers Compensation		
Employee Claims	Statutory for Illinois	
Employer Liability	$1,000,000, per accident	

BZP 2/24/10

8.1.3 Insert the following insurance limits:

Automobile Liability		
Bodily Injury	$1,000,000	$2,000,000
Property Damage	$1,000,000	$1,000,000

8.2 Insurance Required of the Owner. In the first paragraph, delete the phrase "11.4" and replace with "11.3".

8.2.1 Property Insurance. Delete the phrases "Deductible per Occurrence" and "Aggregate Deductible" and insert the following: "All deductibles shall not exceed five hundred dollars ($500.00) unless approved in advance by Owner.

8.3 Performance Bond and Payment Bond

8.3.1 In the second sentence, delete the phrase "Bonds may be obtained through the construction Manager's usual source", and replace with "Bonds shall be obtained from a surety approved by the Owner and the form of both the performance bond and payment bond shall be approved by Owner in an amount equal to the cost of all construction work and supplies for the project including the fee of the Construction Manager ".

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1.1 Delete this section in its entirety and insert the following:

"Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only upon the mutual agreement of the Owner and Construction Manager to arbitrate such claims, disputes or other matters as set forth below. Arbitration under this Agreement shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, except that arbitration shall be used only where: 1) the parties mutually agree to arbitrate; and 2) the parties agree on a submission to arbitration which sets forth the precise nature of the dispute and the limits on the powers of the arbitrator. If the parties cannot reach a mutually satisfactory agreement on the issues stated above, then disputes may be litigated subject to all applicable rules of Illinois law and procedure. The Owner or Construction Manager can refuse to arbitrate such claims, disputes or other matters at its sole discretion.

9.2.3 Delete "1.6" and replace with "1.5".

BZP 2/24/10

This Rider shall be effective on the day and date above when executed by duly authorized agents of the parties.

FOR: OWNER
VILLAGE OF HANOVER PARK

By:_____

Its:_____

ATTEST:

By:_____

Its:_____

FOR: CONTRACTOR
LEOPARDO COMPANIES, INC.

By:_____

Its:_____

ATTEST:

By:_____

Its:_____

BZP 2/24/10

RIDER TO THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION BETWEEN THE VILLAGE OF HANOVER PARK (OWNER) AND LEOPARDO (CONTRACTOR) FOR THE OWNER'S NEW POLICE STATION PROJECT DATED

The following provisions, notwithstanding any provisions to the contrary, amend and replace the General Conditions of the Contract for Construction, AIA Document A201, 2007 Edition, and any provisions in the sections as numbered below which are in conflict with or inconsistent with any of the same provisions in said General Conditions shall ~~be~~ render the same provisions in the General Conditions void to the extent of such conflict or inconsistency. Where any provisions of the General Conditions is modified or deleted by this Rider, the unaltered portions of those provisions shall remain in effect. All references hereto the "**Contractor**" shall refer to and mean Leopardo Companies, 5200 Prairie Stone Parkway, Hoffman Estates, Illinois 60192.

ARTICLE 1 GENERAL PROVISIONS

1.1 Basic Definitions

1.1.1 The Contract Documents. Delete the last sentence and replace it with the following: "The Contract Documents also include the Instructions to Bidders, all bid documents, including specifications, drawings, Certificates of Insurance, the Performance and Payment Bonds and the Certification of Eligibility to Enter into Public Contracts."

ARTICLE 2 OWNER

2.3 Owner's Right to Stop the Work

2.3 In the second line delete the word "~~persistently~~ repeatedly." Add the following at the end of the paragraph:

> "In addition, the exercise of this right shall not be construed as placing the Owner in charge of the Work or making the Owner responsible for site safety."

ARTICLE 3 CONTRACTOR

3.6 Taxes

3.6 Delete this Section in its entirety and substitute the following:

"**3.6** ~~The~~ To the extent the Owner is exempt from ~~all~~ federal, state and local sales and excise taxes because it is a public body ~~and~~, Contractor shall not charge Owner for any such taxes.

BZP 2/24/10

As to any other taxes for work, Contractor shall be responsible without any reimbursement from Owner."

3.7. Permits, Fees, Notices and Compliance with Laws.

Delete Section 3.7.2 in its entirety and replace it with the following:

"**3.7.2** Contractor shall comply with, and give notice required by, all applicable local, state and federal governmental ordinances, statutes, rules and regulations, and all lawful orders, including, but not limited to, those pertaining to hazardous materials, and the following:

a. Provide a drug free workplace pursuant to the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.);
b. Comply with the Illinois Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
c. Comply with Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101, et seq.), and the Rules and Regulations of the Illinois Department of Human Rights, including establishment and maintenance of a sexual harassment policy as required by Section 2-105 of that Article and Act, as further described in Section 13.9 of this Agreement;
d. Comply with the Americans with Disabilities Act;
e. Comply with the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), as described in Section 13.11 of this Agreement; and
f. Comply with the requirements of the Illinois Human Rights Act, as described in Section 13.8 of this Agreement.
g. Comply with any request for public records from Owner's FOIA Officer within the time required by the Illinois Freedom of Information Act."

3.18 Indemnification

3.18.1 In the second line after the word "agents", insert a comma and then the word "officers", and delete the phrase "of any of them" and replace it with "or any of them "(the Indemnities)". In the seventh line insert a period after the word "liable" and delete the remainder of that sentence and add the following new sentence:

> "Notwithstanding any other provision to the contrary contained herein, to the extent permitted by law, the Contractor shall indemnify and hold harmless the Indemnitees from lawsuits, actions, costs (including attorneys' fees), claims or liabilities of any character including copyright infringement and liabilities incurred due to charges of joint negligence of the Indemnitees and Contractor brought because of any injuries or damages sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said Contractor, its officers, agents or employees arising out of or in performance of any provisions of the Contract."

BZP 2/24/10

ARTICLE 4 ARCHITECT

4.2.2 Delete the first sentence and substitute "Contractor has received the agreements between Owner and its Architect PSA Dewberry, Inc., which agreement preceded any agreement between Owner and Contractor. Contractor understands the number of site visits by Architect as provided for in Architect's contract."

4.2.3 Delete first sentence.

4.2.4 Delete.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.2 Mutual Responsibility

6.2.4 In the first line of this Subsection, delete the word "wrongfully" and in the same line, after the phrase "by the Contractor" insert the following: "its officers, agents or employees." In the second line, delete the phrase "separate contracts as provided in" and replace with "as well as that required under".

ARTICLE 7 CHANGES IN THE WORK

7.1 General

Add the following new Subsection:

"**7.1.0** Where a change order or a series of change orders authorize or necessitate an increase or decrease in either the cost of the project totaling $10,000 or more or the time of completion of the project by 30 days or more, a written determination must be prepared and signed by the Owner or its designee stating that the circumstances necessitating the change in performance were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or the change order is in the best interest of the Owner. Notwithstanding any other provision of this or any other agreement between Owner and Contractor, no change order in excess of $20,000 or directives aggregating more than $20,000 shall be made by any party except in writing by Owner through its Corporate Authorities, the Village Board."

BZP 2/24/10

ARTICLE 8 TIME

8.2 Progress and Completion

8.2.3 At the end of this Subsection, add the following:

"provided, however, Construction Manager need bear no cost to the extent of Construction Manager's right to time extension under Subsection 8.3.1 of these General Conditions."

8.3. Delays and Extension of Time

8.3.1 In the third line, and after the word "disputes" insert the phrase "which are industry-wide."

ARTICLE 9 PAYMENTS AND COMPLETION

9.3 Applications for Payment

~~**9.3.1** Add the following at the end of the paragraph (This is acceptable only under the assumption it is to apply to each "[Trade] Contractor" individually):~~

~~"The Owner requires for each Application for Payment, a properly completed Contractor's Affidavit setting out, under oath, the name, address and amount due or to become due, of each subcontractor, vendor, or party included in that payment. For every party listed, the Contractor shall also provide a full or partial waiver of lien, as appropriate, before a payment will be made to the Contractor. The Contractor's partial or final waiver of lien must be included. Payment certificates shall not be issued without such mechanics' lien waivers and Contractors' sworn statements unless they are conditioned upon receipt of such waivers and statements."~~

9.3.1.2 Delete and substitute the following for this section:

"Construction Manager and each Prime Contractor and Subcontractors shall provide with their requests for payment Sworn Statements of Contractor and Subcontractor, Waivers of Lien to Date, and Final Waiver of Liens in the forms of the three documents attached to this Rider. Pay recommendations in the form of Certificate of Payment from Architect to Owner shall be based on Architect's examination of said completed forms of documents."

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9.4 Certificates for Payment

9.5.3 Delete.

9.6.2 Delete.

9.7 Failure of Payment

9.7 In the third line delete the phrase "or awarded by binding dispute resolution."

ARTICLE 11 INSURANCE AND BONDS

11.3 Property Insurance

~~**11.3.1.3** At the end of the Subsection add the following: "unless the loss is due in whole or part to the negligent acts or omissions of Contractor in which case, the Contractor shall pay the deductible amount."~~

~~**11.3.1.4** Delete this Subsection in it entirety and insert the following:~~

~~**11.3.1.4** "Contractor shall provide insurance coverage in an amount approved in writing by the Owner for portions of the Work stored off site (if Owner allows off site storage) and Work in transit to the site."~~

11.3.1 - 11.3.1.5 Delete these sections and insert the following:

11.3.1 "Owner is a member of an Intergovernmental Risk pool which provides liability coverage similar to insurance coverage and satisfies the insurance requirement of Owner."

11.3.9 In the third sentence, delete the word "binding".

11.3.10 In the second line insert a period after the word "power" and the delete the remainder of the paragraph.

11.4 Performance and Payment Bonds

11.4.1 Delete this Section in its entirety and insert the following (This is acceptable only under the assumption it is to apply to each "[Trade] Contractor" individually and not Construction Manager):

"The Contractor shall furnish to the Owner at the time of execution of Amendment One to

this Contract, bonds in the full amount of the Contract securing the full and faithful performance of this Contract and the payment for all labor and material furnished by the Contractor or anyone furnishing such under the Contractor's contract or a subcontract of any tier. Said bonds shall be in conformance as set forth below and any additional specifications imposed by other Contract Documents, including, but not limited to, the prevailing wage requirements set forth in the Contract Documents. Said bonds shall be written by a surety that is acceptable to the Owner, in the Owner's discretion. Such bonds shall be obtained from a company with a minimum A.M. Best Rating of A- and to which the Owner has no reasonable objection. The cost thereof shall be included in the Guaranteed Maximum Price and paid by the Contractor.

The Contractor shall provide Performance and Labor and Material Payment Bonds as follows:

1. Provide a 100 percent Performance Bond in conformance with AIA Document 312 as modified by Owner and Contractor.
2. Provide a 100 percent Payment Bond in conformance with AIA Document 312 as modified by Owner and Contractor.
3. Deliver bonds within 10 days after execution of the Contract.
4. The bonds must be from a reputable company acceptable to the Owner set forth above and authorized to do surety business in Illinois."

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Governing Law

13.1 In the first line, after the phrase "by the law of" insert the following: "Illinois and venue for legal disputes shall be Cook County, Illinois" and delete the remainder of the sentence.

13.7 Time Limits on Claims. Delete this Section in its entirety and substitute the following:

"13.7 Miscellaneous Provisions

13.7 Contractor shall provide Owner with an executed "Certification of Eligibility to Enter into Public Contracts" and a "Certification of Compliance With Laws", as attached hereto as Exhibits "A" and "B" respectively and made a part hereof."

The following new Subsections 13.8, 13.9, 13.10, 13.11, 13.12, and 13.13 shall be added as follows:

"13.8 Human Rights Act

The Contractor hereby agrees that this contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that all

contractors and subcontractors performing Work on the Project shall not engage in any prohibited form of discrimination in employment as defined in that act. The Contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. The Contractor and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. The Contractor and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this contract."

"13.9 Sexual Harassment Policy

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Contractor and each subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:

(1) the illegality of sexual harassment;
(2) the definition of sexual harassment under state law;
(3) a description of sexual harassment, utilizing examples;
(4) the contractor/subcontractor's internal complaint process, including penalties;
(5) the legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
(6) directions on how to contact the Department and the Commission; and
(7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Owner or the Architect on request."

"13.10 Certification to Enter Into Public Contracts

Prior to entering into any contract in regard to this Project, the Contractor and all subcontractors must certify that they are not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating."

"13.11 Wage Rates

It is hereby stipulated that the Contractor and all subcontractors shall pay not less than the

prevailing hourly rate of wages, and the generally prevailing rate of hourly wages for legal holiday and overtime work, as determined by the Illinois Department of Labor and as set forth in the schedule of prevailing wages appended to the instructions to bidders for this Contract to all laborers, workers, and mechanics performing Work under this Contract. All bonds provided by the Contractor under the terms of this contract shall include such provisions as will guarantee the faithful performance of the contractor's obligations under this clause and under the Prevailing Wage Act, 820 ILCS 130/1, et.seq. Should the Department of Labor revise any prevailing rate of hourly wages, such revised rate shall be applicable to this Contract; however, in no event shall the increase in any prevailing rate of hourly wages be a basis for a change order or other claim for an increase in the Contract Sum except as otherwise agreed to and set forth in Subsection 3.4.0 in these General Conditions.

The Contractor shall comply with the requirements of Section 5 of the Prevailing Wage Act (820 ILCS 130/5). The Contractor shall require each Trade Contractor, and all Subcontractors and Sub-Subcontractors participating on the Project to make and keep those records required under Section 5 of the Prevailing Wage Act (820 ILCS 130/5). In conformance with the Act, each contractor and/or subcontractor, or other entity performing Work on the Project, shall maintain records of all laborers, mechanics and other workers employed by them on this Project, including the following information on each worker: (1) name; (2) address; (3) telephone number when available; (4) social security number; (5) classification or classifications; (6) hourly wages paid in each pay period; (7) number of hours worked each day; and (8) starting and ending times of each day. These records shall be kept by the participating contractor and subcontractor for a period of not less than three (3) years. Each participating contractor and subcontractor shall submit a monthly certified payroll to the Owner consisting of the above-referenced information as well as a statement signed by the participating contractor or subcontractor that certifies: (a) the records are true and accurate; (b) the hourly rates paid to each worker is not less than the general prevailing rate of hourly wages required under the Prevailing Wage Act; and (c) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor. Contractor shall include the above-referenced certified statement from each applicable Trade Contractor, Subcontractor and/or Sub-Subcontractor referenced in each Application for Payment."

"13.12 No Waiver of Payment

Notwithstanding any language in the General Conditions or any other contract document to the contrary or inconsistent with this provision, Owner shall not be deemed to waive any claim or right to assert a claim by making any progress payment."

"13.13 Waiver of Lien

Upon satisfaction of the terms and conditions of the Contract and final payment, the Contractor agrees to provide the Owner with a final release and waiver of all liens covering

all work performed under the Contract relative to the project including all Work performed by all subcontractors. Said final waiver of lien shall identify and state that all contractors and subcontractors have been paid in full and there are no contract balances outstanding and owed to any such contractors or subcontractors."

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT.

14.2 Termination by the Owner for Cause

14.2.5 Add new Subsection .5 as follows: ".5 declares bankruptcy or if a receiver is appointed."

14.3 Suspension by the Owner for Convenience

14.3.1 Add the following at the end of this Subsection: "If the suspension, delay or interruption is solely for Owner's convenience and not due to any act or omission of the Contractor, Owner shall extend the Contract Time."

ARTICLE 15 CLAIMS AND DISPUTES

15.2.5 In the third sentence, place a period after the phrase "but subject to mediation" and delete the remaining.

15.2.6.1 In the second sentence, place a period after the phrase "their rights to mediate" and delete the remaining.

15.3.1 Place a period after the phrase "shall be subject to mediation" and delete the remaining.

15.3.2 Delete the last two sentences, starting with "The request may be made concurrently".

15.4 Arbitration Delete this Section in its entirety including Subsections 15.4.1, 15.4.2, and 15.4.3.

BZP 2/24/10

This Rider shall be effective on the day and date above when executed by duly authorized agents of the parties.

FOR: OWNER VILLAGE OF HANOVER PARK	FOR: CONTRACTOR LEOPARDO COMPANIES, INC.
By:_____	By:_____
Its:_____	Its:_____
ATTEST:	ATTEST:
By:_____	By:_____
Its:_____	Its:_____

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS)
) SS
COUNTY OF)

TO WHOM IT MAY CONCERN:
WHEREAS the undersigned has been employed by _____ to furnish _____ for the project known as the _____ of which the Village of Hanover Park is the owner.

THE undersigned, for and in consideration of _____ ($_____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, generally 770 ILCS 60/0.01 et seq., and also liens against public funds under 770 ILCS 60/23, with respect to said project and on the premises upon which or within which it was built, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on any moneys, funds or other considerations of the Village including those due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

Date _____ Company Name _____
Address _____

SIGNATURE AND TITLE _____

* EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF)

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS THE (POSITION) _____ OF (COMPANY NAME) _____ WHO IS THE CONTRACTOR FURNISHING _____ WORK ON THE _____ LOCATED IN HANOVER PARK, IL AND OWNED BY THE VILLAGE OF HANOVER PARK.

That the total amount of the contract including extras* is $_____ on which he or she has received payment of $_____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

Names and Addresses	What For	Contract Price Including Extras*	Amount Paid	This Payment	Balance Due
Total Labor and Material Including Extras* to Complete					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Date _____ Signature _____

Subscribed and sworn to before me this _____ day of _____ , 20___.
_____Notary Public

* EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

SWORN STATEMENT OF CONTRACTOR AND SUBCONTRACTOR TO THE VILLAGE OF HANOVER PARK

Page _____of _____ Pages

STATE OF ILLINOIS)
) SS
COUNTY OF)

The affiant, being first duly sworn, on oath deposes and says that he is the _____ of _____ that has a contract with the Village of Hanover Park, owner of the _____ _____ in Hanover Park, Cook County, Illinois.

That, for the purposes of said contract, the following persons have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on said improvement. That there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated. That this statement is a full, true and complete statement of all such persons, the amounts paid and the amounts due or to become due to each.

1	2	3	4	5	6	7
Name and Address	Kind of Work	Amount of Contract	Retention (including current)	Net of Previous Payments	Net Amount This Payment	Balance to Become Due (incl. Retentions)
TOTAL						

AMOUNT OF ORIGINAL CONTRACT	_____	WORK COMPLETED TO DATE	_____
ADDITIONS TO CONTRACT	_____	LESS 10% RETAINED	_____
TOTAL CONTRACT WITH ADDITIONS	_____	NET AMOUNT EARNED	_____
DEDUCTIONS TO CONTRACT	_____	NET PREVIOUSLY PAID	_____
ADJUSTED TOTAL CONTRACT	_____	NET AMOUNT OF THIS PAYMENT	_____
		BALANCE TO BECOME DUE	_____

It is understood that the total amount paid to date plus the amount requested in this application shall not exceed _____% of the cost of work completed to date.

I agree to furnish Waivers of Lien for all materials under my contract when demanded.

Signed _____

_____
(Position)

Subscribed and sworn to before me this _____ day of _____ , 20___.

_____Notary Public

FINAL WAIVER OF LIEN

STATE OF ILLINOIS)
) SS
COUNTY OF)

TO WHOM IT MAY CONCERN:
WHEREAS the undersigned has been employed by _____ to furnish _____ for the project known as the _____ of which the Village of Hanover Park is the owner.

THE undersigned, for and in consideration of _____ ($_____) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, generally 770 ILCS 60/0.01 et seq., and also liens against any public funds under 770 ILCS 60/23, with respect to said project and on the premises upon which or within which it was built, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on any moneys, funds or other considerations of the Village including those due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

Date _____ Company Name _____
Address _____

SIGNATURE AND TITLE _____

* EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF)

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) _____ BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS THE (POSITION) _____ OF (COMPANY NAME) _____ WHO IS THE CONTRACTOR FURNISHING _____ WORK ON THE _____ LOCATED IN HANOVER PARK, IL AND OWNED BY THE VILLAGE OF HANOVER PARK.

That the total amount of the contract including extras* is $_____ on which he or she has received payment of $_____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

Names and Addresses	What For	Contract Price Including Extras*	Amount Paid	This Payment	Balance Due
Total Labor and Material Including Extras* to Complete					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Date _____ Signature _____

Subscribed and sworn to before me this _____ day of _____ , 20___.
_____Notary Public

* EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

Paid In Advance

VEND NO / INVOICE NO	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
000342	ACCRUED PAYROLL								
	SWS127		28	02/26/2010	001-0000-210.00-00	2/10 FIRE PEN P/R	CHECK #	134	31,311.29
	SWS127		28	02/19/2010	001-0000-210.00-00	2/10 #2 P/R	CHECK #	134	377,523.55
	SWS127		28	02/26/2010	001-0000-210.00-00	2/10 POL PEN P/R	CHECK #	134	83,785.76
							VENDOR TOTAL *		492,620.60
002566	BANK OF NEW YORK								
2725	SWS127		04	02/22/2010	050-5020-472.03-97	1/10 JAWA OPERAT/MAINT	CHECK #	143	183,608.00
2725	SWS127		04	02/22/2010	050-5070-474.03-82	1/10 JAWA FIXED COSTS	CHECK #	143	49,971.00
							VENDOR TOTAL *		233,579.00
003499	CAMIC JOHNSON LTD								
	SWS127		00	02/22/2010	001-0810-421.03-61	HEARING OFFICER-VEH IMPND	CHECK #	101515	660.00
							VENDOR TOTAL *		660.00
003452	CIANCIO, JOE								
	SWS127		00	02/25/2010	001-0860-421.03-71	PER DIEM	CHECK #	101518	112.00
							VENDOR TOTAL *		112.00
004006	CORTESE, TOM								
	SWS127		00	02/25/2010	001-0860-421.03-71	PER DIEM	CHECK #	101519	112.00
							VENDOR TOTAL *		112.00
006785	GATZ, MARK								
	SWS127		00	02/25/2010	001-0860-421.03-71	PER DIEM	CHECK #	101520	112.00
							VENDOR TOTAL *		112.00
003467	HARRIS BANK ROSELLE								
	SWS127		28	02/24/2010	001-0000-211.01-00	FED W/H 2/10 FIRE PEN P/R	CHECK #	206223	3,536.28
							VENDOR TOTAL *		3,536.28
008019	HARRIS BANK-ROSELLE								
	SWS127		28	02/24/2010	001-0000-211.01-00	FED W/H 2/10 POL PEN P/R	CHECK #	206224	10,810.29
							VENDOR TOTAL *		10,810.29
009051	IL DEPARTMENT OF REVENUE								
	SWS127		28	02/19/2010	001-0000-211.03-00	IL W/H 2/10 #2 P/R	CHECK #	135	14,949.33
							VENDOR TOTAL *		14,949.33
028762	IL FUNDS								
	SWS127		04	02/19/2010	001-0000-211.05-00	2/10 POL PEN CONTRIB #2	CHECK #	136	15,130.32
	SWS127		04	02/19/2010	001-0000-211.05-01	2/10 FIRE PEN CONTRIB #2	CHECK #	137	9,600.76
							VENDOR TOTAL *		24,731.08
950208	IL GFOA								
	SWS127		00	02/25/2010	001-0510-415.03-71	IGFOA SEMINAR-DAHL	CHECK #	101521	55.00
							VENDOR TOTAL *		55.00

Paid In Advance

VEND NO / INVOICE NO	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION		CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
009537	INTERNAL REVENUE SERVICE								
	SWS127		28	02/19/2010	001-0000-211.01-00	FED W/H 2/10 #2 P/R	CHECK #	140	66,750.80
	SWS127		28	02/19/2010	001-0000-211.02-00	VLG FICA 2/10 #2 P/R	CHECK #	140	35,968.55
	SWS127		28	02/19/2010	001-0000-211.02-00	EMPL FICA 2/10 #2 P/R	CHECK #	140	35,968.55
							VENDOR TOTAL *		138,687.90
011002	LANGHENRY, TOM								
	SWS127		00	02/22/2010	001-0820-421.03-71	REIMB-MEALS	CHECK #	101516	15.94
	SWS127		00	02/22/2010	001-0820-421.03-72	REIMB-MILEAGE	CHECK #	101516	40.00
							VENDOR TOTAL *		55.94
003801	SABATINO, VALERIE								
	SWS127		00	02/25/2010	001-0820-421.02-31	REIMB-CLOTHING ALLOWANCE	CHECK #	101522	400.00
							VENDOR TOTAL *		400.00
016415	SECRETARY OF STATE								
	SWS127		00	02/17/2010	001-0650-416.03-99	TITLE,PLATES-#129	CHECK #	101359	105.00
	SWS127		00	02/16/2010	001-0650-416.03-99	TITLE,PLATES (1)	CHECK #	101358	204.00
	SWS127		00	02/26/2010	001-0650-416.03-99	TITLE,PLATES (2)	CHECK #	101524	210.00
							VENDOR TOTAL *		519.00
016856	SMITH, JENNIFER								
	SWS127		00	02/22/2010	001-0820-421.02-31	VD CK, INCORRECT PAYEE	CHECK #	101517	-400.00
	SWS127		00	02/22/2010	001-0820-421.02-31	REIMB-CLOTHING ALLOWANCE	CHECK #	101517	400.00
							VENDOR TOTAL *		0.00
027557	STATE DISBURSEMENT FUND								
	SWS127		28	02/19/2010	001-0000-211.00-00	2/10 #2 P/R MAINTENANCE	CHECK #	141	3,619.15
							VENDOR TOTAL *		3,619.15
018245	U.S. POSTAL SERVICE								
PERMIT35	SWS127		00	02/17/2010	001-0450-414.03-12	POSTAGE-HI LIGHTER	CHECK #	101360	1,641.09
							VENDOR TOTAL *		1,641.09
003444	U.S. POSTAL SERVICE CAPS SERVICE								
	SWS127		04	02/25/2010	050-5010-471.03-12	POSTAGE-WATER BILLS	CHECK #	144	544.21
							VENDOR TOTAL *		544.21
008760	VANTAGEPOINT TRANSFER AGENTS-457								
	SWS127		28	02/19/2010	001-0000-211.09-00	DEDUCTION 2/10 #2 P/R	CHECK #	142	737.00
	SWS127		28	02/19/2010	001-0000-211.09-00	DEDUCTION 2/10 #2 P/R	CHECK #	142	17,512.76
							VENDOR TOTAL *		18,249.76
019060	WEBB, DAVID								
	SWS127		00	02/25/2010	001-0810-421.03-71	REIMB-MEALS	CHECK #	101523	92.90
							VENDOR TOTAL *		92.90

Paid In Advance

VEND NO / INVOICE NO	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
						TOTAL EXPENDITURES ****		945,087.53

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0027663	00	ACTION LOCK & KEY INC							
70994		SW616		00	03/09/2010	001-0640-416.02-27	RE-KEY CYLINDER	10.00	
							VENDOR TOTAL *	10.00	
0003557	00	ADVANCE AUTO PARTS							
656100618461		SW616		00	03/10/2010	001-0720-420.02-22	SPECIAL GREASE	17.98	
							VENDOR TOTAL *	17.98	
0001364	00	ADVANCED EXCAVATING INC							
5133		SW616	100119	00	02/25/2010	001-0620-431.03-35	SNOW REMOVAL-CUL DE SACS	11,297.00	
							VENDOR TOTAL *	11,297.00	
0950022	00	AIR CONDITIONING & HEATING CO							
10-89		SW616		00	03/09/2010	001-0000-229.00-00	REFUND PERMIT BOND	100.00	
							VENDOR TOTAL *	100.00	
0025890	00	AIR ONE EQUIPMENT, INC.							
66999		SW616		00	03/10/2010	001-0720-420.02-33	CARBON MONOXIDE MONITOR	299.00	
							VENDOR TOTAL *	299.00	
0007231	00	AIRGAS NORTH CENTRAL							
105438366		SW616		00	03/10/2010	001-0650-416.03-51	WELDING GAS CYLINDER RENT	14.02	
105438342		SW616	100064	00	02/28/2010	001-0720-420.02-26	OXYGEN	56.08	
							VENDOR TOTAL *	70.10	
0003924	00	AJILON PROFESSIONAL STAFFING LLC							
T001113776		SW616		00	03/09/2010	001-0120-411.01-12	AGENCY FEE-TEMP	847.88	
							VENDOR TOTAL *	847.88	
0000752	00	ALEXIAN BROS. CORPORATE HEALTH SVS							
		SW616		00	03/09/2010	001-0440-414.03-65	PHYSICAL (2),DRUG SCREEN	172.00	
357572		SW616		00	03/09/2010	001-0820-421.03-65	PHYSICAL (1)	285.00	
356645		SW616		00	03/09/2010	001-0850-421.03-65	PHYSICAL (2)	163.00	
							VENDOR TOTAL *	620.00	
0003548	00	ALL STAR KUNG FU							
09-1051		SW616		00	03/09/2010	001-0000-229.00-00	REFUND PERMIT BOND	100.00	
							VENDOR TOTAL *	100.00	
0003963	00	AMERICAN OUTFITTERS LTD							
121394		SW616		00	03/10/2010	001-0820-421.02-31	MCAT UNIFORM-V SABATINO	602.88	
							VENDOR TOTAL *	602.88	
0005393	00	AMSAN							
218584027		SW616		00	03/09/2010	001-0720-420.02-28	CLEANING SUPPLIES	506.97	
							VENDOR TOTAL *	506.97	
0023012	00	ANDRES MEDICAL BILLING, LTD							
25992		SW616		00	03/09/2010	001-0000-323.12-00	2/10 AMB BILLING CHARGES	3,392.70	
							VENDOR TOTAL *	3,392.70	
0001431	00	AT&T LONG DISTANCE							

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0001431	00	AT&T LONG DISTANCE							
852828527-1		SW616		00	03/09/2010	001-0550-415.03-11	2/10 LONG DISTANCE	.76	
852828527-1		SW616		00	03/09/2010	001-0720-420.03-11	2/10 LONG DISTANCE	.21	
852828527-1		SW616		00	03/09/2010	001-0850-421.03-11	2/10 LONG DISTANCE	1.41	
852828527-1		SW616		00	03/09/2010	050-5010-471.03-11	2/10 LONG DISTANCE	.57	
852828527-1		SW616		00	03/09/2010	050-5020-472.03-11	2/10 LONG DISTANCE	1.32	
852828527-1		SW616		00	03/09/2010	050-5050-473.03-11	2/10 LONG DISTANCE	2.19	
							VENDOR TOTAL *	6.46	
0028717	00	AUTO TRUCK GROUP							
420130		SW616		00	03/10/2010	001-0650-416.02-22	SNOWPLOW PARTS	232.84	
							VENDOR TOTAL *	232.84	
0001392	00	AUTUMN LANDSCAPING INC							
3576		SW616	100120	00	02/01/2010	013-0000-445.03-51	SNOW REMOVAL-ASTOR	1,400.00	
3571		SW616	100118	00	02/01/2010	014-0000-446.03-51	SNOW REMOVAL-MARK THOMAS	1,600.00	
							VENDOR TOTAL *	3,000.00	
0026381	00	AV OVERHEAD GARAGE DOOR INC							
17610		SW616		00	03/09/2010	001-0720-420.03-34	DOOR REPAIR-STATION 2	585.00	
							VENDOR TOTAL *	585.00	
0001421	00	AVALON PETROLEUM COMPANY							
053911		SW616		00	03/10/2010	001-0650-416.02-21	HYDRAULIC OIL	764.50	
							VENDOR TOTAL *	764.50	
0003667	00	AZAVAR							
7895		SW616		00	03/09/2010	001-0000-312.02-00	UTILITY TAX AUDIT	80.22	
							VENDOR TOTAL *	80.22	
0023019	00	BIGFOOT BUG ELIMINATORS							
32453		SW616	100033	00	03/08/2010	001-0640-416.03-36	PEST CONTROL-VLG HALL	106.00	
32449		SW616	100033	00	03/08/2010	001-0720-420.03-36	PEST CONTROL-FIRE	94.00	
							VENDOR TOTAL *	200.00	
0001943	00	BIGGERS CHEVROLET							
35339-1		SW616		00	03/10/2010	001-0650-416.02-22	BLOWER CONTROL KNOB-#3006	15.56	
35818-1		SW616		00	03/10/2010	001-0650-416.02-22	BLOWER PARTS-#111	124.06	
35569		SW616		00	03/10/2010	001-0650-416.02-22	WASHER PUMP-#111	21.23	
35690		SW616		00	03/10/2010	001-0720-420.02-22	WIRING CONNECTOR-#381	38.84	
							VENDOR TOTAL *	199.69	
0002075	00	BLUFF CITY MATERIALS INC							
301137		SW616		00	03/09/2010	050-5030-472.03-44	LANDFILL DUMP FEE	240.00	
301148		SW616		00	03/09/2010	050-5030-472.03-44	LANDFILL DUMP FEE	240.00	
301201		SW616		00	03/09/2010	050-5030-472.03-44	LANDFILL DUMP FEE	40.00	
301080		SW616		00	03/09/2010	050-5030-472.02-27	STONE	105.84	
301109		SW616		00	03/09/2010	050-5030-472.02-27	STONE	111.41	
							VENDOR TOTAL *	737.25	
0001482	00	BOLLINGER,LACH & ASSOCIATES							

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0001482	00	BOLLINGER,LACH & ASSOCIATES							
14465		SW616	100167	00	02/28/2010	039-0000-461.03-61	TOPOGRPH SVY-PD STATION	7,500.00	
14465		SW616	100167	00	02/28/2010	039-0000-461.03-61	TOPOGRPH SVY-SALT DOME	5,500.00	
							VENDOR TOTAL *	13,000.00	
0960284	00	BUCK BROTHERS INC							
298737		SW616		00	03/09/2010	001-0630-416.02-29	MOWER PARTS	474.37	
298930		SW616		00	03/09/2010	001-0630-416.02-29	MOWER PARTS	27.60	
							VENDOR TOTAL *	501.97	
0002529	00	BURKE'S TREE SERVICE							
022510		SW616	100092	00	02/25/2010	001-0630-416.03-38	TREE REMOVAL,TRIMMING	715.00	
		SW616		00	03/10/2010	050-5060-473.03-35	TREE REMOVAL-BROOKSIDE	1,066.00	
							VENDOR TOTAL *	1,781.00	
0002934	00	CAROL STREAM LAWN & POWER							
251655		SW616		00	03/09/2010	001-0630-416.02-29	MOWER PARTS	104.35	
251656		SW616		00	03/09/2010	001-0630-416.02-29	MOWER PARTS	214.06	
							VENDOR TOTAL *	318.41	
0026919	00	CDW GOVERNMENT INC							
RWP2504		SW616		00	03/09/2010	001-0470-414.02-11	TONER	165.58	
RWZ2514		SW616		00	03/11/2010	001-0470-414.02-11	TONER	165.58	
RXH0226		SW616		00	03/11/2010	031-0000-466.13-31	LABEL PRINTERS (2)	221.21	
							VENDOR TOTAL *	552.37	
0002322	00	CERTIFIED FLEET SERVICES INC							
S12533		SW616		00	03/10/2010	001-0720-420.02-22	DOOR LIMIT STRAP-#362	9.12	
S12524		SW616		00	03/10/2010	001-0720-420.02-22	PEDAL-#362	295.94	
							VENDOR TOTAL *	305.06	
0014468	00	CHICAGO INTERNATIONAL TRUCKS LLC							
102081998		SW616		00	03/10/2010	001-0650-416.02-22	HORN/THROTTLE SWITCH-#20	113.97	
102082004		SW616		00	03/10/2010	001-0650-416.02-22	HORN PAD-#112	107.48	
							VENDOR TOTAL *	221.45	
0028554	00	CINTAS #22							
22793852		SW616	100067	00	03/03/2010	001-0650-416.03-68	UNIFORM RENTAL	48.37	
22777911		SW616		00	03/09/2010	050-5030-472.02-31	UNIFORMS	132.00	
22784251		SW616		00	03/09/2010	050-5030-472.02-31	UNIFORMS	108.00	
22781079		SW616		00	03/09/2010	050-5040-472.02-31	UNIFORMS	41.59	
							VENDOR TOTAL *	329.96	
0002095	00	CINTAS FIRST AID & SAFETY							
343623897		SW616	100034	00	02/18/2010	001-0640-416.03-36	FIRST AID SUPPLIES	37.81	
343623900		SW616	100034	00	02/18/2010	001-0720-420.03-36	FIRST AID SUPPLIES	64.63	
343623902		SW616	100034	00	02/18/2010	001-0720-420.03-36	FIRST AID SUPPLIES	72.45	
343623901		SW616	100034	00	02/18/2010	050-5050-473.02-33	FIRST AID SUPPLIES	33.45	
							VENDOR TOTAL *	208.34	
0700778	00	COLLEGE OF DUPAGE							

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0700778	00	COLLEGE OF DUPAGE							
1046812		SW616		00	03/09/2010	001-0820-421.03-71	TRAINING-B WIEBE	1,994.00	
							VENDOR TOTAL *	1,994.00	
0003479	00	COM ED							
7587125092		SW616		00	03/09/2010	050-5020-472.03-13	1/27-2/26 CENTRAL	246.90	
4579128031		SW616		00	03/09/2010	050-5020-472.03-13	1/27-2/26 WELL #5	550.11	
2739065057		SW616		00	03/09/2010	050-5020-472.03-13	1/27-2/26 HARTMANN	49.62	
6115145005		SW616		00	03/09/2010	050-5050-473.03-13	1/27-2/26 COUNTY FARM	182.26	
1715065036		SW616		00	03/09/2010	050-5050-473.03-13	1/27-2/26 BAYSIDE	1,279.87	
6467010006		SW616		00	03/09/2010	050-5050-473.03-13	1/27-2/26 NORTHWAY	66.16	
5939030006		SW616		00	03/09/2010	050-5050-473.03-13	1/27-2/26 KINGSBURY	102.91	
0275090072		SW616		00	03/09/2010	050-5050-473.03-13	1/27-2/26 WESTVIEW	96.19	
3507062010		SW616		00	03/09/2010	050-5050-473.03-13	1/27-2/26 TURNBERRY	135.95	
3451147001		SW616		00	03/09/2010	050-5050-473.03-13	1/27-2/26 PLUMTREE	265.63	
							VENDOR TOTAL *	2,975.60	
0003480	00	COM ED							
2859017086		SW616		00	03/09/2010	011-0000-442.03-15	1/11-2/9 STREETLIGHTS	5,119.76	
6933095059		SW616		00	03/09/2010	011-0000-442.03-15	1/20-2/18 STREETLIGHTS	1,045.19	
0091041048		SW616		00	03/11/2010	050-5020-472.03-13	2/4-3/5 MORTON TOWER	42.99	
							VENDOR TOTAL *	6,207.94	
0003724	00	COMMUNICATIONS DIRECT							
SR91246		SW616		00	03/09/2010	001-0720-420.03-36	3/10 RADIO MAINTENANCE	260.00	
							VENDOR TOTAL *	260.00	
0950519	00	CONTINENTAL WEATHER SERVICE							
10693		SW616	100016	00	03/01/2010	001-0620-431.03-35	3/10 WEATHER FORECASTING	150.00	
							VENDOR TOTAL *	150.00	
0000680	00	DASH MEDICAL GLOVES							
475308		SW616		00	03/09/2010	001-0850-421.02-27	LATEX GLOVES	115.80	
							VENDOR TOTAL *	115.80	
0028358	00	DENMARC COMMUNICATIONS							
35283		SW616		00	03/09/2010	001-0850-421.03-36	RADIO REPAIR	120.00	
35287		SW616		00	03/09/2010	001-0850-421.03-36	RADIO REPAIR	135.50	
							VENDOR TOTAL *	255.50	
0004229	00	DUPAGE COUNTY TREASURER							
7271		SW616		00	03/09/2010	001-0850-421.03-51	2/10 DATA PROCESSING	250.00	
							VENDOR TOTAL *	250.00	
0003570	00	ELECTRICAL RESOURCE MANAGEMENT							
29876		SW616	100179	00	02/22/2010	010-0000-441.13-22	LED STREETLIGHTS (30)	22,424.75	
							VENDOR TOTAL *	22,424.75	
9999999	00	ENCISO, SANDRA							
149335-21320		SW616		00	00/00/0000	050-0000-202.01-00	WATER REF 1285 COURT D	18.43	

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9999999	00	ENCISO, SANDRA							
							VENDOR TOTAL *	18.43	
0000113	00	EPIC EQUIPMENT SALES & SERVICE CO							
52349		SW616		00	03/09/2010	001-0650-416.02-29	DIESEL FUEL NOZZLES	191.45	
							VENDOR TOTAL *	191.45	
0600132	00	EXAMINER PUBLICATIONS							
10139488		SW616		00	03/09/2010	001-0440-414.03-67	AD-POLICE DESK OFFICER	50.00	
							VENDOR TOTAL *	50.00	
0003277	00	EXELON ENERGY INC							
2899102037		SW616		00	03/09/2010	050-5020-472.03-13	1/27-2/26 LONGMEADOW	2,175.55	
4163103011		SW616		00	03/09/2010	050-5020-472.03-13	1/27-2/26 EVERGREEN	1,747.73	
0499051062		SW616		00	03/09/2010	050-5020-472.03-13	1/27-2/26 WELL #4	2,107.32	
3651142043		SW616		00	03/09/2010	050-5050-473.03-13	1/27-2/26 STP	10,874.74	
							VENDOR TOTAL *	16,905.34	
0001847	00	F.J. BERO & COMPANY							
39068		SW616		00	03/09/2010	001-0640-416.03-34	REPR BACKFLW DEVICE-BUTLR	163.55	
							VENDOR TOTAL *	163.55	
0005841	00	FED EX							
700072354		SW616		00	03/09/2010	001-0440-414.03-62	OVERNIGHT PACKAGE	25.36	
700072354		SW616		00	03/10/2010	001-0450-414.03-12	OVERNIGHT PACKAGE	23.59	
700072354		SW616		00	03/09/2010	001-0920-419.03-12	OVERNIGHT PACKAGE	25.15	
							VENDOR TOTAL *	74.10	
0028394	00	FIREGROUND SUPPLY INC							
6310		SW616	100074	00	03/04/2010	001-0720-420.02-31	UNIFORMS	86.75	
							VENDOR TOTAL *	86.75	
0028233	00	FIRST ADVANTAGE SBS							
198132		SW616		00	03/09/2010	001-0440-414.03-61	BACKGROUND CHECK FEE (4)	157.50	
198132		SW616		00	03/09/2010	001-0720-420.03-61	BACKGROUND CHECK FEE (2)	42.00	
							VENDOR TOTAL *	199.50	
0003922	00	FITCH & ASSOCIATES							
10-11502		SW616		00	03/09/2010	001-0720-420.03-61	CONSULTING-FIRE	4,515.00	
							VENDOR TOTAL *	4,515.00	
0003951	00	FLOWERS BY CHRISTINE							
43312		SW616		00	03/09/2010	001-0440-414.02-90	FLOWER ARRANGEMENT	90.00	
							VENDOR TOTAL *	90.00	
0003964	00	FORBES							
215411935		SW616		00	03/11/2010	001-0510-415.02-13	SUBSCRIPTION	14.99	
							VENDOR TOTAL *	14.99	
0003735	00	GATSO USA							

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0003735	00	GATSO USA							
308		SW616		00	03/09/2010	001-0000-227.02-00	2/10 RED LIGHT CAMERA PMT	2,400.00	
							VENDOR TOTAL *	2,400.00	
0007064	00	GFOA							
288156		SW616		00	03/09/2010	001-0510-415.03-71	GFOA CONFERENCE-LINEAR	410.00	
288157		SW616		00	03/09/2010	001-0510-415.03-71	GFOA CONFERENCE-LINEAR	150.00	
0161001		SW616		00	03/09/2010	001-0510-415.02-13	MEMBERSHIP-LINEAR,DAHL	230.02	
		SW616		00	03/09/2010	001-0510-415.02-14	GAAP PUBLICATIONS	118.20	
							VENDOR TOTAL *	908.22	
0007123	00	GRAINGER							
9187757969		SW616		00	03/09/2010	050-5050-473.02-27	HARDWARE	21.51	
							VENDOR TOTAL *	21.51	
0000319	00	HAIGH, CRAIG							
		SW616		00	03/09/2010	001-0720-420.03-71	REIMB-TUITION	1,530.00	
		SW616		00	03/09/2010	001-0720-420.03-71	REIMB-MEALS	17.09	
							VENDOR TOTAL *	1,547.09	
9999999	00	HALLGREN, DANIEL T							
101775-45760		SW616		00	00/00/0000	050-0000-202.01-00	WATER REF 1591 INDIAN HLL	27.31	
							VENDOR TOTAL *	27.31	
0003958	00	HANOVER CENTER LLC							
10-30		SW616		00	03/09/2010	001-0000-229.00-00	REFUND PERMIT BOND	100.00	
							VENDOR TOTAL *	100.00	
0008032	00	HAVEY COMMUNICATIONS							
1256		SW616		00	03/10/2010	001-0650-416.02-22	WARNING LIGHT-#116	85.90	
1259		SW616		00	03/10/2010	001-0650-416.02-22	WARNING LIGHT-#116	179.90	
							VENDOR TOTAL *	265.80	
0018035	00	HD SUPPLY WATERWORKS							
1014221		SW616		00	03/10/2010	050-5030-472.02-27	WATER MAIN REPAIR PARTS	1,970.92	
							VENDOR TOTAL *	1,970.92	
0003960	00	HEATHER, STEPHANIE							
4/10-12/10		SW616		00	03/09/2010	051-0000-323.10-00	REFUND PARKING PERMIT	138.00	
							VENDOR TOTAL *	138.00	
0003959	00	HIX CONSTRUCTION							
10-25		SW616		00	03/09/2010	001-0000-229.00-00	REFUND PERMIT BOND	100.00	
							VENDOR TOTAL *	100.00	
0006891	00	ICI PAINTS							
171562		SW616		00	03/09/2010	050-5050-473.02-27	PAINT,SUPPLIES	36.58	
							VENDOR TOTAL *	36.58	
0950208	00	IL GFOA							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0950208	00	IL GFOA							
2631645		SW616		00	03/09/2010	001-0510-415.03-71	CONFERENCE-LINEAR	125.00	
2630012		SW616		00	03/09/2010	001-0510-415.03-71	CONFERENCE-DAHL	125.00	
							VENDOR TOTAL *	250.00	
0003482	00	IMAGE TREND INC							
13315		SW616		00	03/09/2010	001-0720-420.03-36	EMS SOFTWARE RENEWAL (3)	675.00	
							VENDOR TOTAL *	675.00	
0009544	00	INT'L ASSN ELECTRICAL INSPECTORS							
7027238		SW616		00	03/09/2010	001-0930-419.02-13	MEMBERSHIP-CHAMBERLAIN	102.00	
							VENDOR TOTAL *	102.00	
0023102	00	INTERNATIONAL ASSN OF FIRE CHIEFS							
38819		SW616		00	03/10/2010	001-0720-420.02-13	MEMBERSHIP-CHIEF HAIGH	254.00	
							VENDOR TOTAL *	254.00	
0023103	00	INTERSTATE BATTERIES							
85001676		SW616		00	03/10/2010	001-0650-416.02-22	SQUAD BATTERY	85.45	
							VENDOR TOTAL *	85.45	
0002830	00	JEFFREY ELEVATOR CO INC							
96126		SW616	100036	00	03/01/2010	001-0640-416.03-36	3/10 ELEVATOR MAINTENANCE	200.00	
96126		SW616	100036	00	03/01/2010	001-0720-420.03-36	3/10 ELEVATOR MAINTENANCE	100.00	
							VENDOR TOTAL *	300.00	
0000568	00	JULIE, INC							
02100723		SW616		00	03/10/2010	001-0660-416.03-61	2/10 JULIE FEE	76.25	
							VENDOR TOTAL *	76.25	
0010074	00	JWC ENVIRONMENTAL							
32900		SW616	100172	00	02/25/2010	050-5050-473.13-61	GRINDER-STP	29,205.98	
							VENDOR TOTAL *	29,205.98	
0010236	00	KALE UNIFORMS							
428094		SW616	100059	00	02/23/2010	001-0810-421.02-31	UNIFORMS	92.97	
429047		SW616	100059	00	02/25/2010	001-0820-421.02-31	UNIFORMS	308.18	
430954		SW616	100059	00	03/03/2010	001-0850-421.02-31	UNIFORMS	25.99	
429987		SW616	100059	00	03/01/2010	001-0870-421.02-31	UNIFORMS	669.45	
431270		SW616		00	03/11/2010	001-0870-421.02-31	UNIFORMS	318.81	
							VENDOR TOTAL *	1,415.40	
0003961	00	KELLEHER, LEON R							
		SW616		00	03/09/2010	071-0000-491.03-71	REIMB-SEMINAR FEE	75.00	
							VENDOR TOTAL *	75.00	
9999999	00	KELLEY, MARY M							
148395-76950		SW616		00	00/00/0000	050-0000-202.01-00	WATER REF 1495 SACRAMENTO	7.90	
							VENDOR TOTAL *	7.90	
0001839	00	KOZ TRUCKING INC							

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0001839	00	KOZ TRUCKING INC							
5875		SW616		00	03/10/2010	050-5030-472.02-27	GRAVEL	1,500.95	
5860		SW616	100004	00	01/26/2010	050-5030-472.02-27	GRAVEL	248.60	
							VENDOR TOTAL *	1,749.55	
0010656	00	KRONOS INCORPORATED							
10510116		SW616		00	03/10/2010	001-0610-416.03-36	ANNUAL TIME CLOCK MAINT	291.26	
10510116		SW616		00	03/10/2010	050-5010-471.03-36	ANNUAL TIME CLOCK MAINT	291.26	
							VENDOR TOTAL *	582.52	
0000686	00	LANDS' END BUSINESS OUTFITTERS							
8367885		SW616		00	03/11/2010	001-0510-415.02-99	UNIFORM SHIRTS	25.45	
							VENDOR TOTAL *	25.45	
0028791	00	MABAS DIVISION XII							
		SW616		00	03/10/2010	001-0720-420.02-13	2010 ANNUAL DUES	1,775.00	
							VENDOR TOTAL *	1,775.00	
0011926	00	MC CANN INDUSTRIES INC							
1258393		SW616		00	03/10/2010	001-0650-416.02-29	CARRIER BEARING-#430	227.00	
1257808		SW616		00	03/10/2010	050-5030-472.02-27	14" CARBIDE BLADE	106.50	
							VENDOR TOTAL *	333.50	
0003439	00	MENARD INC							
		SW616		00	03/09/2010	001-0000-227.01-00	1/09-12/09 INDUCEMENT	273,824.01	
							VENDOR TOTAL *	273,824.01	
0012115	00	MENARDS							
29891		SW616		00	03/10/2010	001-0640-416.02-27	HARDWARE	20.47	
29274		SW616		00	03/10/2010	001-0640-416.02-27	HARDWARE	35.33	
26235		SW616		00	03/10/2010	001-0640-416.02-27	HARDWARE	67.97	
30283		SW616		00	03/09/2010	001-0660-416.02-11	48" DIGITAL LEVEL	149.00	
31620		SW616		00	03/10/2010	050-5030-472.02-27	HARDWARE	17.96	
27580		SW616		00	03/10/2010	050-5040-472.02-34	HARDWARE	19.99	
							VENDOR TOTAL *	310.72	
0002214	00	MERIDIAN IT INC							
		SW616		00	03/09/2010	001-0470-414.03-36	AS400 SOFTWARE MAINT	4,907.93	
							VENDOR TOTAL *	4,907.93	
0012490	00	MOSER, RONALD A							
		SW616		00	03/10/2010	001-0110-411.03-71	MEETING SUPPLIES	31.49	
							VENDOR TOTAL *	31.49	
0028997	00	MYNEX							
6193		SW616		00	03/09/2010	001-0470-414.02-13	3/10 DIAL-UP SERVICE	19.95	
							VENDOR TOTAL *	19.95	
0000698	00	NATIONAL LAW ENFORCEMENT SUPPLY							
526839		SW616		00	03/09/2010	001-0850-421.02-35	FINGERPRINT SUPPLIES	261.31	

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0000698	00	NATIONAL LAW ENFORCEMENT SUPPLY							
							VENDOR TOTAL *	261.31	
0025745	00	NEOPOST INC							
13148022		SW616		00	03/10/2010	001-0510-415.02-11	INK-POSTAGE MACHINE	118.95	
45887576		SW616		00	03/10/2010	001-0510-415.03-36	RATE CHANGE PROTECT PLAN	133.33	
13148022		SW616		00	03/10/2010	050-5010-471.02-11	INK-POSTAGE MACHINE	118.95	
							VENDOR TOTAL *	371.23	
0026675	00	NEXTEL COMMUNICATIONS							
622730512		SW616		00	03/09/2010	001-0550-415.03-11	1/24-2/23 MONTHLY SERVICE	1,224.45	
622730512		SW616		00	03/09/2010	001-0550-415.03-11	EQUIPMENT CHARGES	297.95	
622730512		SW616		00	03/09/2010	001-0720-420.03-11	1/24-2/23 MONTHLY SERVICE	592.96	
521652499-013		SW616		00	03/09/2010	001-0850-421.03-11	PROJECT SHIELD MODEM	39.99	
622730512		SW616		00	03/09/2010	001-0850-421.03-11	1/24-2/23 MONTHLY SERVICE	1,309.95	
622730512		SW616		00	03/09/2010	050-5010-471.03-11	1/24-2/23 MONTHLY SERVICE	312.55	
							VENDOR TOTAL *	3,777.85	
0013298	00	NICOR GAS							
02494710003		SW616		00	03/09/2010	050-5020-472.03-14	2/2-3/2 WELL #4	498.78	
67216710003		SW616		00	03/11/2010	050-5020-472.03-14	2/3-3/4 LONGMEADOW	355.06	
17642810000		SW616		00	03/11/2010	050-5020-472.03-14	2/3-3/3 WELL #5	217.86	
85326410009		SW616		00	03/09/2010	051-0000-478.03-14	2/2-3/2 TRAIN STATION	413.44	
							VENDOR TOTAL *	1,485.14	
0013320	00	NORTHWEST FORD & STERLING TRUCK CTR							
6114591		SW616		00	03/09/2010	001-0650-416.02-22	HOOD LATCH-#151	75.71	
							VENDOR TOTAL *	75.71	
0013368	00	NORTHWEST MUNICIPAL CONFERENCE							
8739		SW616		00	03/10/2010	001-0110-411.03-71	BRUNCH MEETING (6)	240.00	
							VENDOR TOTAL *	240.00	
0013394	00	NORTHWESTERN LANDSCAPE INC							
19888		SW616	100144	00	03/01/2010	051-0000-478.03-35	SNOW REMOVAL-COMM LOT	1,000.00	
19891		SW616	100144	00	03/01/2010	051-0000-478.03-35	SNOW REMOVAL-COMM LOT	10,655.00	
							VENDOR TOTAL *	11,655.00	
0013415	00	NORTHWESTERN UNIVERSITY							
26313		SW616		00	03/09/2010	001-0820-421.03-71	TRAINING-PD (3)	2,475.00	
26425		SW616		00	03/09/2010	001-0820-421.03-71	TRAINING-CONWAY	675.00	
26428		SW616		00	03/09/2010	001-0820-421.03-71	TRAINING-VILLANUEVA	585.00	
							VENDOR TOTAL *	3,735.00	
0013695	00	OEC BUSINESS INTERIORS							
540736		SW616		00	03/09/2010	001-0640-416.02-27	FURNITURE HARDWARE	36.00	
541076		SW616		00	03/09/2010	001-0640-416.02-27	FURNITURE HARDWARE	238.00	
							VENDOR TOTAL *	274.00	
0003506	00	PACE SUBURBAN BUS							

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0003506	00	PACE SUBURBAN BUS							
38825		SW616		00	03/10/2010	001-0550-415.03-87	1/10 ROUTE 554 SERVICE	1,389.12	
							VENDOR TOTAL *	1,389.12	
0004281	00	PADDOCK PUBLICATIONS							
T4199289		SW616		00	03/09/2010	001-0120-411.03-67	AD-SALT STORAGE BID	51.75	
T4199287		SW616		00	03/09/2010	001-0120-411.03-67	AD-STREET SIGNS BID	51.75	
T4199291		SW616		00	03/09/2010	001-0120-411.03-67	AD-STREET MATERIALS BID	51.75	
T4199292		SW616		00	03/09/2010	001-0120-411.03-67	AD-LANDSCAPE MAINT BID	51.75	
T4200534		SW616		00	03/10/2010	001-0120-411.03-67	AD-SIDEWALKS BID	223.10	
T4200524		SW616		00	03/10/2010	001-0120-411.03-67	AD-STREET RESURFACING BID	230.00	
							VENDOR TOTAL *	660.10	
0003497	00	PAETEC							
344035		SW616		00	03/10/2010	001-0550-415.03-11	1/18-2/17 PHONE SERVICE	242.54	
344035		SW616		00	03/10/2010	050-5010-471.03-11	1/18-2/17 PHONE SERVICE	181.90	
344035		SW616		00	03/10/2010	050-5020-472.03-11	1/18-2/17 PHONE SERVICE	90.95	
344035		SW616		00	03/10/2010	050-5050-473.03-11	1/18-2/17 PHONE SERVICE	90.95	
							VENDOR TOTAL *	606.34	
0000725	00	PANTHER UNIFORMS INC							
8148		SW616		00	03/10/2010	001-0720-420.02-31	SAFETY VESTS (3)	217.85	
							VENDOR TOTAL *	217.85	
0003962	00	PATEL, MAYURKUMAR S							
3/10-5/10		SW616		00	03/10/2010	051-0000-323.10-00	REFUND PARKING PERMIT	54.00	
							VENDOR TOTAL *	54.00	
0027100	00	PAUL, BERNARD Z							
10769		SW616		00	03/10/2010	001-0110-411.03-62	1/10-2/10 RETAINER	15,525.00	
10771		SW616		00	03/10/2010	001-0410-414.03-62	12/09 LEGAL SERVICES	882.00	
10772		SW616		00	03/10/2010	001-0410-414.03-62	12/09 LEGAL SERVICES	3,360.35	
10770		SW616		00	03/10/2010	001-0410-414.03-62	9/09-12/09 LEGAL SERVICES	8,954.45	
10766		SW616		00	03/10/2010	033-0000-465.03-62	12/09 LEGAL SERVICES	4,751.50	
10767		SW616		00	03/10/2010	033-0000-465.03-62	12/09 LEGAL SERVICES	1,732.50	
10768		SW616		00	03/10/2010	033-0000-465.03-62	12/09 LEGAL SERVICES	129.00	
							VENDOR TOTAL *	35,334.80	
0014372	00	PINNER ELECTRIC CO							
19879		SW616		00	03/10/2010	011-0000-442.03-36	TRAFFIC SIGNAL MAINT	175.00	
19880		SW616	100089	00	02/28/2010	011-0000-442.03-35	1/10 STREETLIGHT MAINT	16,572.99	
19880		SW616	100089	00	02/28/2010	051-0000-478.03-36	1/10 STREETLIGHT MAINT	1,012.38	
							VENDOR TOTAL *	17,760.37	
0014423	00	PLOTE CONSTRUCTION INC							
148771		SW616		00	03/10/2010	001-0620-431.02-27	COLD PATCH ASPHALT	850.85	
							VENDOR TOTAL *	850.85	
0014472	00	POMP'S TIRE SERVICE							
390755		SW616		00	03/10/2010	001-0650-416.02-22	TIRES (2)-#3136	219.44	

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0014472	00	POMP'S TIRE SERVICE							
391700		SW616		00	03/10/2010	001-0650-416.02-22	TIRES (2)-#9	183.18	
							VENDOR TOTAL *	402.62	
0014482	00	PORTABLE COMMUNICATIONS SPEC							
101007		SW616		00	03/10/2010	001-0850-421.03-36	REPROGRAM RADIOS (81)	525.00	
							VENDOR TOTAL *	525.00	
0014704	00	PRINTING PERFECTION INC							
14743		SW616		00	03/10/2010	001-0850-421.03-70	TOW REPORTS	251.36	
							VENDOR TOTAL *	251.36	
0960013	00	Q.T. SIGNS							
10-47		SW616		00	03/10/2010	001-0000-229.00-00	REFUND PERMIT BOND	100.00	
							VENDOR TOTAL *	100.00	
0008163	00	RALPH HELM INC							
168912		SW616		00	03/10/2010	050-5030-472.02-27	TRASH PUMP PARTS	7.87	
							VENDOR TOTAL *	7.87	
0002583	00	RED HAWK SECURITY SYSTEMS INC							
12018RI		SW616		00	03/10/2010	001-0850-421.03-33	CAMERA REPAIR	136.60	
							VENDOR TOTAL *	136.60	
0015576	00	RHINO LININGS OF DUPAGE							
62		SW616		00	03/10/2010	001-0650-416.03-31	PICKUP BED LINING-#129	399.00	
							VENDOR TOTAL *	399.00	
0003846	00	RIDDIFORD ROOFING COMPANY							
11447		SW616		00	03/10/2010	001-0640-416.03-34	ROOF REPAIR-2152 LAKE ST	298.00	
							VENDOR TOTAL *	298.00	
0015721	00	ROADWAY TOWING							
417327		SW616		00	03/10/2010	001-0650-416.03-31	TRUCK SAFETY INSPECTION	26.00	
417457		SW616		00	03/10/2010	001-0650-416.03-31	TRUCK SAFETY INSPECTION	26.00	
417338		SW616		00	03/10/2010	001-0650-416.03-31	TRUCK SAFETY INSPECTION	25.00	
							VENDOR TOTAL *	77.00	
0028016	00	SAM'S CLUB BUSINESS PAYMENTS							
1211		SW616		00	03/10/2010	001-0850-421.02-27	COFFEE SUPPLIES	126.86	
1211		SW616		00	03/10/2010	001-0850-421.02-27	PRISONER MEALS	45.60	
1211		SW616		00	03/10/2010	001-0850-421.02-27	MISC SUPPLIES	5.00	
1211		SW616		00	03/10/2010	001-0850-421.02-27	MISC SUPPLIES	14.64	
1211		SW616		00	03/10/2010	001-0850-421.02-27	MISC SUPPLIES	22.24	
							VENDOR TOTAL *	214.34	
0002603	00	SCHWEPPE & SONS INC							
243653		SW616		00	03/10/2010	001-0720-420.02-27	COFFEE FILTERS	24.80	
							VENDOR TOTAL *	24.80	
0016385	00	SEARS COMMERCIAL ONE							

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0016385	00	SEARS COMMERCIAL ONE							
W5755		SW616		00	03/10/2010	001-0640-416.02-27	COFFEEMAKER-ROOM 212	95.99	
W5755		SW616		00	03/10/2010	001-0640-416.02-27	REFRIGERATOR-ROOM 212	149.88	
W5755		SW616		00	03/10/2010	001-0640-416.02-27	HARDWARE	15.96	
							VENDOR TOTAL *	261.83	
0027252	00	SERVICE COMPONENTS							
73633		SW616		00	03/10/2010	001-0650-416.02-27	WIRE,CONNECTORS	28.19	
							VENDOR TOTAL *	28.19	
0027529	00	SERVICE CONSTRUCTION CO							
09-677		SW616		00	03/10/2010	001-0000-229.00-00	REFUND PERMIT BOND	765.00	
							VENDOR TOTAL *	765.00	
0003511	00	SERVICE EXPRESS INC							
137799		SW616		00	03/10/2010	001-0470-414.03-36	ISERIES HARDWARE MAINT	16,740.00	
							VENDOR TOTAL *	16,740.00	
0016538	00	SEYFARTH SHAW LLP							
1690249		SW616		00	03/10/2010	001-0440-414.03-62	1/10 LEGAL SERVICES	2,277.00	
							VENDOR TOTAL *	2,277.00	
0025956	00	SINCLAIR MINERAL & CHEMICAL CO							
1027445		SW616		00	03/10/2010	050-5040-472.02-27	SANDBLASTER GLOVE	37.53	
							VENDOR TOTAL *	37.53	
0016961	00	STANDARD EQUIPMENT CO							
C53702		SW616		00	03/10/2010	001-0650-416.02-29	NOZZLE,COUPLER-#551	45.43	
C52428		SW616		00	03/10/2010	050-5060-473.02-29	MOTOR-ROOT CUTTER	932.00	
							VENDOR TOTAL *	977.43	
0002231	00	STAPLES ADVANTAGE							
100902298		SW616		00	03/10/2010	001-0520-415.02-11	OFFICE SUPPLIES	51.75	
100760845		SW616		00	03/10/2010	001-0850-421.02-11	OFFICE SUPPLIES	81.70	
100902298		SW616		00	03/10/2010	050-5010-471.02-11	OFFICE SUPPLIES	17.83	
							VENDOR TOTAL *	151.28	
0017095	00	STEINER ELECTRIC COMPANY							
3177532.1		SW616		00	03/10/2010	001-0650-416.03-37	GENERATOR MAINT-#498	400.58	
3192674.1		SW616		00	03/10/2010	001-0720-420.03-31	REPAIR GENERATOR-#339	183.50	
3177508.1		SW616		00	03/10/2010	001-0720-420.03-31	GENERATOR MAINT-#339	701.00	
							VENDOR TOTAL *	1,285.08	
0003911	00	STRATHMORE COMPANY, THE							
3957		SW616		00	03/10/2010	001-0450-414.03-70	HI LIGHTER PRINTING	3,741.00	
							VENDOR TOTAL *	3,741.00	
0017140	00	STREICHER'S							
I710084		SW616	100060	00	02/05/2010	001-0810-421.02-31	POLICE EQUIPMENT	63.98	
							VENDOR TOTAL *	63.98	
0017208	00	SUBURBAN LABORATORIES INC							

VEND NO / INVOICE NO	SEQ#	VENDOR NAME / VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0017208	00	SUBURBAN LABORATORIES INC							
100538		SW616	100057	00	02/26/2010	050-5020-472.03-69	LAB TESTING	207.00	
							VENDOR TOTAL *	207.00	
0027713	00	T.O.P.S. IN DOG TRAINING CORP.							
11607		SW616		00	03/10/2010	001-0820-421.02-27	1/10 K9 TRAINING,FOOD	291.00	
							VENDOR TOTAL *	291.00	
0017645	00	TERMINAL SUPPLY CO							
41190		SW616		00	03/10/2010	001-0650-416.02-27	RELAYS,TIES,SEALER	57.15	
							VENDOR TOTAL *	57.15	
0026124	00	TESKA ASSOCIATES INC							
1895		SW616		00	03/10/2010	031-0000-466.13-22	2/10 COMPRHNSV PLAN UPDT	1,179.75	
1897		SW616		00	03/10/2010	031-0000-466.13-22	2/10 ZONING ORD UPDATE	8,496.63	
							VENDOR TOTAL *	9,676.38	
0025423	00	TEST GAUGE & BACKFLOW SUPPLY INC							
28341		SW616		00	03/10/2010	050-5020-472.03-37	CALIBRATE BACKFLW TST KIT	105.50	
							VENDOR TOTAL *	105.50	
0003422	00	THIRD MILLENNIUM ASSOCIATES							
12345		SW616		00	03/10/2010	050-5010-471.03-70	2/10 WATER BILL PRINTING	1,748.68	
							VENDOR TOTAL *	1,748.68	
0017591	00	THOMPSON ELEVATOR INSPECTION SERV							
10-0307		SW616		00	03/10/2010	001-0000-321.01-00	ELEVATOR INSPECTIONS (14)	700.00	
							VENDOR TOTAL *	700.00	
0017681	00	TORVAC,A DIVISION OF DARLING INT'L							
1792095		SW616	100029	00	02/24/2010	050-5050-473.03-42	WESTVIEW VACTORING	141.00	
1796286		SW616	100029	00	03/02/2010	050-5050-473.03-42	WESTVIEW VACTORING	141.00	
							VENDOR TOTAL *	282.00	
0017742	00	TRAFFIC CONTROL & PROTECTION INC							
65855		SW616	100010	00	03/02/2010	001-0620-431.02-27	STREET SIGN MATERIALS	1,228.11	
							VENDOR TOTAL *	1,228.11	
9999999	00	TRZEBUNIA, BEATA							
141465-5430		SW616		00	00/00/0000	050-0000-202.01-00	WATER REF 5755-A BAVARIAN	10.43	
							VENDOR TOTAL *	10.43	
0701204	00	VALLEY HYDRAULIC SERVICE							
152031		SW616		00	03/10/2010	001-0720-420.02-22	WATER LINE-#364	136.33	
							VENDOR TOTAL *	136.33	
0001398	00	VERIZON WIRELESS							
2363415986		SW616		00	03/10/2010	001-0550-415.03-11	1/23-2/22 CELLULAR PHONE	727.81	
2363415986		SW616		00	03/10/2010	001-0550-415.03-11	1/23-2/22 CELLULAR PHONE	244.49	
2354103924		SW616		00	03/10/2010	001-0720-420.03-11	2/5-3/4 WIRELESS CARDS	280.50	

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0001398	00	VERIZON WIRELESS							
2363415986		SW616		00	03/10/2010	001-0850-421.03-11	1/23-2/22 CELLULAR PHONE	48.61	
2363968164		SW616		00	03/10/2010	050-5040-472.03-11	2/24-3/23 WIRELESS CARD	43.01	
							VENDOR TOTAL *	1,344.42	
0026145	00	WAREHOUSE DIRECT							
646865		SW616		00	03/10/2010	001-0520-415.02-11	OFFICE SUPPLIES	22.80	
651881		SW616		00	03/10/2010	001-0850-421.02-11	OFFICE SUPPLIES	10.70	
624087		SW616		00	03/10/2010	001-0920-419.02-11	OFFICE SUPPLIES	141.34	
643290		SW616		00	03/10/2010	001-0920-419.02-11	OFFICE SUPPLIES	42.46	
648741		SW616		00	03/10/2010	001-0920-419.02-11	OFFICE SUPPLIES	62.52	
C648741		SW616		00	03/10/2010	001-0920-419.02-11	RETURN CREDIT	34.35-	
C643290		SW616		00	03/10/2010	001-0920-419.02-11	RETURN CREDIT	31.12-	
654764		SW616		00	03/10/2010	001-0920-419.02-11	OFFICE SUPPLIES	57.83	
605979		SW616		00	03/10/2010	001-0930-419.02-11	OFFICE SUPPLIES	90.61	
614886		SW616		00	03/10/2010	001-0930-419.02-11	OFFICE SUPPLIES	67.78	
646658		SW616		00	03/10/2010	001-0930-419.02-11	OFFICE SUPPLIES	32.56	
							VENDOR TOTAL *	463.13	
0001916	00	WATER RESOURCES INC							
25626		SW616		00	03/10/2010	050-5040-472.02-27	WATER METER PARTS	476.40	
25650		SW616		00	03/10/2010	050-5040-472.02-27	R-900 RADIOS (80)	1,615.24	
							VENDOR TOTAL *	2,091.64	
0026642	00	WATER SERVICES							
15699		SW616		00	03/10/2010	050-5030-472.03-69	LEAK DETECT-WALNUT	275.00	
15700		SW616		00	03/10/2010	050-5030-472.03-69	LEAK DETECT-LEXINGTON	275.00	
15734		SW616		00	03/10/2010	050-5030-472.03-69	LEAK DETECT-ARLINGTON	275.00	
							VENDOR TOTAL *	825.00	
0019179	00	WEST PUBLISHING COMPANY							
820130105		SW616		00	03/10/2010	001-0420-414.02-14	2/10 WESTLAW ACCESS	451.42	
							VENDOR TOTAL *	451.42	
0025156	00	WHOLESALE DIRECT							
176682		SW616		00	03/10/2010	001-0650-416.02-22	BACKUP CAMERA SYSTEM-#116	266.00	
176638		SW616		00	03/10/2010	001-0650-416.02-22	FLASHLIGHT CHARGER-#55	24.76	
							VENDOR TOTAL *	290.76	
0000057	00	WM F MEYER COMPANY							
S2223740.1		SW616		00	03/10/2010	001-0640-416.02-27	STRAINERS-BUTLER BLDG	266.00	
							VENDOR TOTAL *	266.00	
0028596	00	WORLDPOINT ECC, INC.							
5092437		SW616		00	03/10/2010	001-0720-420.02-14	CPR CLASS MATERIALS	254.75	
							VENDOR TOTAL *	254.75	
0019711	00	XEROX CORPORATION							
46344267		SW616		00	03/10/2010	001-0440-414.03-36	2/10 COPIER-HR	375.45	
46344269		SW616		00	03/10/2010	001-0510-415.03-51	2/10 COPIER-VLG HALL	1,254.39	

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0019711	00	XEROX CORPORATION							
46139833		SW616		00	03/10/2010	001-0510-415.03-51	1/10 COPIER-VLG HALL	1,253.33	
46344268		SW616	100049	00	03/01/2010	001-0610-416.03-51	2/10 COPIER-PW	94.42	
46344266		SW616		00	03/10/2010	001-0850-421.03-36	2/10 COPIER-PD	225.42	
46344270		SW616		00	03/10/2010	001-0850-421.03-36	2/10 COPIER-PD	221.98	
46344267		SW616		00	03/10/2010	050-5010-471.03-36	2/10 COPIER-HR	93.86	
46344269		SW616		00	03/10/2010	050-5010-471.03-51	2/10 COPIER-VLG HALL	418.13	
46139833		SW616		00	03/10/2010	050-5010-471.03-51	1/10 COPIER-VLG HALL	417.77	
46344268		SW616	100049	00	03/01/2010	050-5010-471.03-51	2/10 COPIER-PW	94.41	
							VENDOR TOTAL *	4,449.16	
0019893	00	ZIEBELL WATER SERVICE PRODUCTS INC							
207665		SW616		00	03/10/2010	050-5030-472.02-27	FIRE HYDRANT VALVES	342.00	
207757		SW616		00	03/10/2010	050-5030-472.02-27	TRENCHING SHOVEL	45.00	
207767		SW616		00	03/10/2010	050-5030-472.02-27	FIRE HYDRANT SUPPLIES	60.00	
							VENDOR TOTAL *	447.00	
0000412	00	ZIEGLER'S ACE HARDWARE							
10323		SW616		00	03/10/2010	001-0720-420.02-26	PROPANE	39.98	
							VENDOR TOTAL *	39.98	
							TOTAL EXPENDITURES ****	554,233.68	
							GRAND TOTAL **********		554,233.68

MEETING:	SPECIAL BOARD OF TRUSTEES MEETING VILLAGE OF HANOVER PARK
DATE:	MARCH 4, 2010
LOCATION:	MUNICIPAL BUILDING 2121 West Lake Street Hanover Park, IL 60133

President Craig called the Special Meeting of the Board with the Village Manager and Heads of Departments to Order at 6:06 P.M.

PRESENT:	Trustees Edward J. Zimel, Rick Roberts, Lori Kaiser, and President Rodney Craig, Bill Cannon
ABSENT:	Toni L. Carter, Joseph Nicolosi
ALSO PRESENT:	Village Manager Ron Moser, Heads of Department and Village Attorney Bernard Z. Paul

SWS 126 in the amount of $929,225.91 was reviewed and questions were fielded. Warrant SWS 126 was approved to be moved to Consent Agenda.

W 616 in the amount of $177,644.95 were reviewed and questions were fielded. Warrant W 616 was approved to be moved to Consent Agenda

President Craig opened with Agenda Item review.
President Craig asked for consensus to the Consent Agenda.

President Craig confirmed items 6-A.1, 2, 3 and 4 on the Consent Agenda.

There was consensus from the Board on the Consent Agenda.

President Craig presented the next topic of an new Liquor License for Hanover Park Park District.

It was questioned and answered that this new Liquor License would be limited in use to the 1919 Walnut location.

Trustee Cannon asked why this had not been done before and a representative from the Park District answered that there had been a change in philosophy and this would allow the Park District to increase its fundraising ability.

Village Manager Ron Moser introduced the next topic, Pension Fairness for Illinois Communities Coalition.

Village Manager Moser stated that he attended the Northwest Municipal Conference, which has assisted in spearheading the effort. They have donated $30,000 to jumpstart the effort. He noted that several Villages and municipalities have agreed to contribute their employees time.

He explained that the purpose of the coalition is to push for legislative reform through educational programs to advise the educational cost of pensions related to police and fire departments.

Village Manager Moser noted that he spoke with an actuary. The biggest issue is the investment returns have had a drop in the preceding years. He proposed the Village of Hanover Park join the coalition but did not recommend contributing financial being that the Village is already a member of two contributing organizations.

President Craig mentioned his visit to Springfield with legislators.

There was consensus from the Board to join the coalition.

President Craig presented the next topic of the Metra Station Platform. The Village was contacted on replacing the current asphalt.

Village Manager Ron Moser noted that we have the option to upgrade from asphalt to concrete or brick pavers. The money will come out of TIF District 3, allowing $20,000 to be used towards the project.

The Board asked for price comparisons.

There was direction from the Board that Howard Killian would return with providing price options.

Village Manager Ron Moser presented the next topic of Budget Discussion: Police Building Payment Plan.

Village Manager Moser noted that the current Police Department Station project fund is at $19 million. He recommended on behalf of Finance to issues bonds in the amount of $16 million, through the Build America bonds. He discussed the timeline and different amounts in the current municipal funds and other accounts as well as where to transfer and sell the bonds.

Trustee Kaiser requested a summary of affect to the taxpayer.

There was consensus from the Board to transfer funds.

Village Manager Ron Moser presented the next topic of Budget Discussion: FY 2011 Early Purchases of Materials and Supplies.

Village Manager Moser noted that with the current budget preparations that the Village is in good shape. After the first round, the requests were above the revenue identified. The three largest department: Fire, Police and Public Works were identified and noted training, supplies and organizations that the departments join annually, which came to the amount of $103,000. Village Manager Moser noted that he would be comfortable purchasing these items now instead of purchasing in the next fiscal year, which will help next year's budget.

It was questioned and answered about the drive cams and when they were installed, which was December 2007

It was noted that Howard Killian has inquired on the buy back of older models.

There was consensus from the Board on consulting purchases.

Village Manager Ron Moser presented Staff Updates, starting with the circumstances involving Mr. Khan who owns the property at Court J, around the townhomes, off Greenbrook Court.

Village Manager Moser explained the history of Mr. Khan about being ordered to repave and maintain the street on Court J by May 6, 2010. Mr. Khan now wants to dedicate the street to the Village, which would, in essence, make the street the responsibility of the Village.

President Craig noted that the roads were in unfavorable conditions.

There was consensus from the Board to deny Mr. Khan's request for dedication.

Howard Killian addressed two concerns. He noted the lechate at the Malard Lake Landfill and addressed the issues. He also stated that the RFP waste management contract is up soon and should be going out in a week with proposals. A few suggestions were large recycle bins, and the idea of having unlimited yard waste service either all year or just in the fall.

Village Manager Moser noted that current remodeling of the old Human Resources office. The intent is to have an area to hold Executive Sessions as well as a locked drawer for each Trustee, a conference table, and a resource center with ordinance books, etc. The project has been slowed down temporarily because of staff being out at Public Works.

Motion for adjournment by Trustee Zimel and seconded by Trustee Cannon.

All Ayes.

Meeting was adjourned at 6:53 p.m.

Recorded and transcribed by,

Eira L. Corral
Village Clerk

Minutes approved by President and Board of Trustees on this _____day of _____, 2010.

_____
Village President