

Village of Hanover Park

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

Rodney S. Craig
Village President

Eira L. Corral
Village Clerk

630-372-4200
Fax 630-372-4215

VILLAGE BOARD AGENDA

February 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- Fire Corps Team Leaders Richard Bergmann and Tammy Steineke
 - 4-A.2 Recognition- Andrew Nowacki and David Insarto for their Assistance in the Apprehension of a Robbery Suspect.
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) Approve the Contract with Lauterbach & Amen, LLP, to provide the Auditing Services to the Village of Hanover Park for Fiscal Year 2010 for an Amount Not to Exceed \$30,251.
- 6-A.2 (C.A) Authorize the Payment of \$6,000 to the Village of Roselle for the Repainting of the Village Name and Logo on the Elevated Water Tank No. 2, Located at 1800 Central Ave.

- 6-A.3 Executive Session: Section 2 (c)(8) Security Procedures; 2 (c)(1) Compensation.
- 6-A.4 Pass Resolution R-10-03: A Resolution to Adopt Municipal Legislative Positions and Priorities for the 2010 Legislative Session.
- 6-A.5 Approve the Proposal for Engineering Services with Strand Associates, Inc. in an Amount Not to Exceed \$22,000 and Authorize the Village Manager to Execute the Necessary Documents.
- 6-A.6 Approve Contract for the Design of the New Police Station with PSA-Dewberry of Chicago for An Amount Not To Exceed \$1,464,000 and Authorize the Village Manager to Execute Necessary Documents.
- 6-A.7 Approve Village Collector Job Description.
- 6-A.8 Approve Warrant SWS 125 in the Amount of \$940,097.27.
- 6-A.9 Approve Warrant SW 615 in the Amount of \$876,998.96.

- 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 October 1, 2009 as Published.
 - 8-A.2 Waive the Reading and Approve the Minutes of the Special Board of Trustees' Meeting of January 7, 2010 as Published.
 - 8-A.3 Waive the Reading and Approve the Minutes of the Regular Board of Trustees' Meeting of January 7, 2010 as Published.
 - 8-A.4 Waive the Reading and Approve the Minutes of the Regular Board of Trustees' Meeting of January 21, 2010 as Published.

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

- 10. VILLAGE TRUSTEES' REPORTS
 - 10-A. LORI A. KAISER
No Report Scheduled.
 - 10-B. JOSEPH J. NICOLOSI
No Report Scheduled.
 - 10-C. EDWARD J. ZIMEL JR.
No Report Scheduled.
 - 10-D. TONI L. CARTER
No Report Scheduled.
 - 10-E. BILL CANNON
No Report Scheduled.
 - 10-F. RICK ROBERTS
No Report Scheduled.

- 11. ADJOURNMENT


Village of Hanover Park
AGENDA MEMORANDUM

TO: Village President and Board of Trustees

FROM: Ron Moser, Village Manager
Lafayette Linear, Finance Director

SUBJECT: Fiscal Year 2010 Auditing Services

ACTION

REQUESTED: Approval Concurrence Discussion Information

RECOMMENDED FOR CONSENT AGENDA: Yes No

MEETING DATE: February 18, 2010

Executive Summary

Staff is requesting approval of an agreement with Lauterbach & Amen, LLP to conduct the audit of the Village's financial statements for the fiscal year ending April 30, 2010.

Discussion

The Village Board had previously approved the appointment of Lauterbach & Amen, LLP as the Village's independent auditor for a four-year term beginning with the Fiscal Year 2005 annual audit. The Fiscal Year 2008 annual audit was the fourth and final year of this four-year appointment. The Village Board approved a one-year extension in 2009 and staff is requesting the approval for another one-year extension of the agreement.

Staff has received the client engagement letter from Lauterbach & Amen, LLP for the Fiscal Year 2010 annual audit. This letter details the responsibilities of the auditors and the Village, and the general audit procedures that are to be used during the examination of the Village's financial records. The cost for the Fiscal Year 2010 annual financial audit and the preparation of the Village's Comprehensive Annual Financial Report (CAFR), State of Illinois Comptroller's Report, TIF Compliance Report and Single Audit, if required, is \$30,251. This cost represents a 3% increase over the Fiscal Year 2009 fee.

Lauterbach and Amen, LLP has extensive experience in conducting municipal audits, preparing Comprehensive Annual Financial Reports, and is familiar with the Village's accounting procedures. Staff intends to prepare a Request for Proposal for Auditing Services for the Fiscal Year 2011 audit. The Village's Financial Management Policies require staff to prepare a Request for Proposal for Auditing Services every 5 to 7 years.

Recommended Action

Staff recommends that the Village Board approve the contract to provide auditing services to the Village of Hanover Park for Fiscal Year 2010 with the auditing firm of Lauterbach & Amen, LLP, for a cost not to exceed \$30,251 and authorize the execution of the attached client engagement letter.

Attachments: Lauterbach & Amen, LLP Engagement Letter

Lauterbach & Amen, LLP

27W457 WARRENVILLE ROAD • WARRENVILLE, ILLINOIS 60555-3902

PHONE (630) 393-1483 / FAX (630) 393-2516

CERTIFIED PUBLIC ACCOUNTANTS

January 25, 2010

The Honorable President
 Members of the Board of Trustees
 Village of Hanover Park, Illinois

We are pleased to confirm our understanding of the services we are to provide the Village of Hanover Park, Illinois for the year ended April 30, 2010. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Village as of and for the year ended April 30, 2010. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the Village's basic financial statements. As part of our engagement, we will apply certain limited procedures to the Village's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited: introductory and statistical information; management's discussion and analysis; the budgetary comparison schedules; pension plan funding progress and employer contribution schedules. Supplementary information other than RSI also accompanies the Village's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements: combining and individual fund statements and schedules; other information listed as supplemental and schedules, except for those schedules marked "unaudited."

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on –

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Village of Hanover Park, Illinois
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Audit Objectives (Continued)

Our audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, management is required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Village and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor has the responsibility for program compliance and for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Village involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Village received in communications from employees, former employees, grantors, regulators, or others.

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Management Responsibilities – (Continued)

In addition, you are responsible for identifying and ensuring that the Village complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Village or to acts by management or employees acting on behalf of the Village. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the Village and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures.

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Audit Procedures – Internal Control - (Continued)

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village's compliance with applicable laws and the regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of test of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Village's major programs. The purpose of these procedures will be to express an opinion on the Village's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. However, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

Village of Hanover Park, Illinois
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Audit Administration, Fees, and Other – (Continued)

The audit documentation for this engagement is the property of Lauterbach & Amen, LLP and constitute confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or the carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lauterbach & Amen, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the cognizant or oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2007 peer review report accompanies this letter.

Our fees for the April 30, 2010 audit will be \$28,016 for the preparation of the Comprehensive Annual Financial Report, \$545 for the Comptroller’s Report, \$240 for the TIF Compliance Report and, if required, \$1450 for the Single Audit.

We appreciate the opportunity to be of service to the Village of Hanover Park, Illinois and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Cordially,

LAUTERBACH & AMEN, LLP



Ronald J. Amen, Partner

RESPONSE:

This letter correctly sets forth the understanding of the Village of Hanover Park, Illinois.

By: _____

Title: _____

Date: _____



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: Village Logo on Roselle Water Tower

ACTION

REQUESTED: Approval Concurrence Discussion Information

RECOMMENDED FOR CONSENT AGENDA: Yes No

MEETING DATE: February 18, 2010

Executive Summary

Direct staff to inform the Village of Roselle that the Village will pay to have our name repainted on the tower.

Discussion

The Village has received notice from the Village of Roselle that they plan to repaint their water tower located just south of the Elgin-O'Hare Expressway. Currently, one side states "Roselle" and one side states "Hanover Park". Per the agreement for the construction of the tower, if we desire to continue to have our name on it, it is our cost.

Per the bids they opened, the cost to have our name on it is \$6,000 which would be paid out of the Water Sewer funds which have money available.

Recommended Action

Staff is recommending the President and Village Board direct staff to inform the Village of Roselle to have the Village name repainted for an amount not to exceed \$6,000.

ck

Attachments: Village of Roselle Letter and Bid Results

Agreement Name: <u>Village logo on Roselle water tower</u>
Signatures Required: <u>Signature per letter from Village Manager</u>



Gayle A. Smolinski Mayor
Patty Burns Village Clerk

January 29, 2010

Mr. Ron Moser
Village Manager
Village of Hanover Park
2121 West Lake Street
Hanover Park, IL 60133

Re: Elevated Water Tank No. 2

Dear Ron:

The Village of Roselle has opened bids for the painting of our elevated water tank No. 2, which is located at 1800 Central Ave. The tank currently carries the Hanover Park logo on the west face of the ball, pursuant to the intergovernmental agreement between Roselle and Hanover Park dated June 28, 1990.

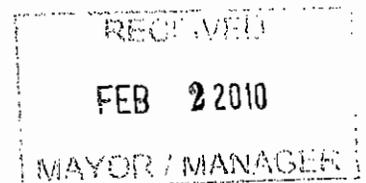
Per the agreement, Roselle included a separate line item in the bid for repainting the Hanover Park logo. The low bidder's price for that line item is \$6,000. Section 8 of the agreement further provides that Hanover Park, upon notice of the bid price, shall have 15 days to notify Roselle whether to include the painting of the Hanover Park logo in our contract award. We will include the logo in the award if we receive a letter under your signature by March 3, 2010, instructing us to do so, noting the \$6,000 low bidder's price, and agreeing to reimburse the Village of Roselle upon receipt of our invoice.

Thank you in advance for consideration of our request.

Sincerely,

Jeffrey D. O'Dell
Village Administrator

JO/jc
c: Robert O. Burns, Director of Public Works



The foregoing required insurance may be secured by use of a policy or policies of a commercial insurer licensed to do business in the State of Illinois, provided such insurer has a Best Insurance (or comparable rating index) rating of A, or by a certificate of insurance issued by a Joint Insurance Pool created pursuant to the Intergovernmental Cooperation Act, Illinois Revised Statutes, Chapter 127, Sec. 741, et seq., or by a combination of any such policy or policies and certificate/s.

- d. At such time as the electrical power demands for the operation and use of the Equipment is determined HANOVER PARK shall, if requested by ROSELLE, install a separate electric meter to measure the power utilized by the Equipment for its operations and cause utility billing for such meter to be to HANOVER PARK.

SECTION 8: WATER TOWER USE FOR DISPLAY OF VILLAGE LOGOS.

ROSELLE and HANOVER PARK agree to allow the display of each Village's name and logo on the tank with the ROSELLE name and logo being displayed on the Easterly side of the tank and the HANOVER PARK name and logo being displayed on the Westerly side of the tank.

Either ROSELLE or HANOVER PARK may elect to discontinue the use of the water tower for its logo, which election shall not require the other Village from continuing, or discontinuing, to use the water tower for such purpose. Any election by either HANOVER PARK or ROSELLE to discontinue the water tower for such use may be rescinded by it at any subsequent date.

Whenever ROSELLE intends to repaint the water tower it shall give HANOVER PARK notice of such intention and provide HANOVER PARK thirty (30) days in which to give ROSELLE notice if HANOVER PARK desires the request for bid for the repainting to include the painting, or re-painting, as the case may be, of HANOVER PARK's

logo as a separate line item bid in the bid. HANOVER PARK's election to have such painting, or re-painting, as an item in the bid shall not obligate it to accept such bid item, which acceptance (or rejection) shall be evidenced only by the letter of HANOVER PARK's Village Manager, which letter shall be provided to ROSELLE within fifteen (15) days after HANOVER PARK's Manager's receipt of ROSELLE's written advice of the bid it intends to accept, and a copy of the entire bid which ROSELLE intends to accept.

SECTION 9: USE OF WATER TOWER SITE FOR THE LOCATION OF HANOVER PARK EMERGENCY SIREN. ROSELLE hereby agrees that the site for the water tower may be used by HANOVER PARK for the installation, operation and maintenance, solely at the cost and expense of HANOVER PARK, of a free standing emergency warning siren. The siren shall be located at such part of the water tower site as mutually agreed to by ROSELLE and HANOVER PARK, but the siren and its approximately ^{seventy-} _{five} (75) foot high support pole shall not be erected until the construction of the water tower is completed, unless ROSELLE and HANOVER mutually agree otherwise.

SECTION 10: WAIVER OF CLAIMS AND AGREEMENT OF INDEMNIFICATION BY HANOVER PARK. HANOVER PARK agrees that ROSELLE shall have no liability for nonavailability of water supply and agrees to save, hold harmless, indemnify, and defend ROSELLE, its officials and employees, from and against any and all claims and liability for any and all loss, damage, injury or death, or claim of any of the foregoing caused by or arising out of the performance of this Agreement or the failure to perform or to properly perform this Agreement.

Memorandum

To: Rob Burns, Public Works Director
 From: Mike Schulz, Water Superintendent
 Date: January 28, 2010
 Re: 500,000 Gallon Tank Painting Bid Opening 11:00 a.m. 1/28/10

Nine requests for proposals were sent on December 23, 2009. Proposals were received from six contractors with them listed from lowest to highest as follows:

COMPANY	(B)	(1)	(2)	(3)	(4)
Tecorp, Inc.	\$142,184	\$6,000	\$500	\$2,000	\$2,000
Maxcorp, Inc.	\$148,900	\$6,000	\$2,000	0	0
Am-Coat Painting, Inc.	\$178,850	\$6,660	\$1,000	0	0
Jetco, Ltd.	\$178,980	\$8,000	\$500	\$2,000	\$3,000
Neumann, Co.	\$182,900	\$6,800	\$2,000	0	0
Era Valdivia	\$210,000	\$8,000	\$4,800	\$25,000	\$25,000

(B) = Base Bid

(1) = Hanover Park Logo

(2) = Vent Repair

(3) = Cable and antennae on top

(4) = Cable and antennae on neck



Village of Hanover Park

AGENDA MEMORANDUM

TO: Village President and Board of Trustees

FROM: Ron Moser, Village Manager

SUBJECT: Resolution to Adopt Municipal Legislative Positions and Priorities for the 2010 Legislative Session

ACTION

REQUESTED: Approval Concurrence Discussion Information

RECOMMENDED FOR CONSENT AGENDA: Yes No

MEETING DATE: February 18, 2010

Executive Summary

On January 20 2010, the DuPage Mayors and Managers Conference voted unanimously to adopt its 2010 Legislative Action Program.

Discussion

The DuPage Mayors and Managers Conference has identified five legislative priorities for the upcoming year. Those priorities are:

- **Public Safety Pension Reforms:** Additional reforms to the police and fire pension systems are needed to protect the pension systems and the obligations to police officers and firefighters, while recognizing the growing stress these pensions place on municipalities and their residents.
- **Amend the Public Safety Employee Benefits Act:** It is necessary to amend the Public Safety Employee Benefits Act (PSEBA) to clarify and re-enforce the purpose of this important legislation. Without these changes, employees, taxpayers and local governments will experience excessive and unnecessary costs.
- **Protect Authority for Red Light Camera Enforcement:** The Conference supports the continued use of red light camera enforcement for municipalities to address important and significant public safety concerns.
- **FOIA – Commercial Requests:** The Conference supports an amendment to the new FOIA legislation (P.A. 98-0542) to authorize municipalities to deny commercial requests under FOIA or, alternatively, to charge for the full market-value of the records.
- **Western Access – O’Hare Airport:** The Conference supports the continued improvement of O’Hare Airport including the access to the airport from the west, consisting of the Western Bypass and the Elgin-O’Hare Expressway.

Agreement Name: _____
Signatures Required: _____

Recommended Action

Staff recommends the adoption of this resolution. If adopted, staff will forward this document to the DuPage Mayors and Managers Conference, all state and federal legislators representing the Village of Hanover Park, the Office of the Governor and to department heads in the Village of Hanover Park.

RM:smk

Attachments: Resolution

RESOLUTION NO. _____**A RESOLUTION TO ADOPT MUNICIPAL LEGISLATIVE POSITIONS AND PRIORITIES FOR THE 2010 LEGISLATIVE SESSION**

WHEREAS, the Village of Hanover Park is a member of the DuPage Mayors and Managers Conference; and

WHEREAS, the DuPage Mayors and Managers Conference develops its annual Legislative Action Program with the goal of establishing a comprehensive platform on legislative issues in order to protect and benefit the interests of its member municipalities, residents, and businesses in these municipalities, and the region generally; and

WHEREAS, on January 20, 2010, the DuPage Mayors and Managers Conference voted unanimously to adopt its 2010 Legislative Action Program, attached hereto; and

WHEREAS, The Village of Hanover Park, will be individually benefited by formally establishing positions on legislative issues affecting municipalities, thereby giving clear direction to officials and employees of the Village of Hanover Park regarding legislative positions that may be presented in official capacity or on behalf of the municipality;

NOW, THEREFORE, BE IT RESOLVED, by the Village President and Board of Trustees of the Village of Hanover Park, that the Village hereby adopts as its legislative positions and priorities for the 2010 Legislative Session the positions, goals, and principles of the DuPage Mayors and Managers Conference's 2010 Legislative Action Program. The legislative priorities include:

- **Public Safety Pension Reforms:** Additional reforms to the police and fire pension systems are needed to protect the pension systems and the obligations to police officers and firefighters, while recognizing the growing stress these pensions place on municipalities and their residents.
- **Amend the Public Safety Employee Benefits Act:** It is necessary to amend the Public Safety Employee Benefits Act (PSEBA) to clarify and re-enforce the purpose of this important legislation. Without these changes, employees, taxpayers and local governments will experience excessive and unnecessary costs.
- **Protect Authority for Red Light Camera Enforcement:** The Conference supports the continued use of red light camera enforcement for municipalities to address important and significant public safety concerns.
- **FOIA – Commercial Requests:** The Conference supports an amendment to the new FOIA legislation (P.A. 98-0542) to authorize municipalities to deny commercial requests under FOIA or, alternatively, to charge for the full market-value of the records.
- **Western Access – O'Hare Airport:** The Conference supports the continued improvement of O'Hare Airport including the access to the airport from the west, consisting of the Western Bypass and the Elgin-O'Hare Expressway.

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the DuPage Mayors and Managers Conference, to all state and federal legislators representing the Village of Hanover Park, to the Office of the Governor, and to department heads in the Village of Hanover Park.

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

AYES:

NAYS:

ABSENT:

ABSTENTION:

Approved: _____
Village President

Attest: _____
Village Clerk



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: Proposal for Engineering Services

ACTION

REQUESTED: Approval Concurrence Discussion Information

RECOMMENDED FOR CONSENT AGENDA: Yes No

MEETING DATE: February 18, 2010

Executive Summary

Acceptance of a proposal from Strand Associates, Inc. for the design of the Westview Lift Station improvements in an amount not to exceed \$22,000.

Discussion

The Village currently owns and operates a sanitary sewer lift station in the Westview Shopping Center. This lift station is approximately 20 years old and in need of an upgrade. The proposed project to be specified and designed by Strand includes the following:

- New Control Panel
- New Sewage Pumps
- New Control Valves
- New Level Transducer
- New ComEd Electrical Feed

Strand has a long working relationship with the Village including the Evergreen Tower and various security improvements. The cost for the design, construction drawings, and bidding assistance is not to exceed \$22,000. This will be paid for out of the TIF 2 funds, with the construction occurring during the FY11 Budget year.

Recommended Action

Staff is recommending the President and Village Board accept the proposal from Strand Associates, Inc. of Joliet for Engineering Services in an amount not to exceed \$22,000 and authorize the Village Manager to execute the necessary documents.

Attachments: Proposal

Agreement Name: _____
Signatures Required: _____



910 West Wingra Drive
 Madison, WI 53715
 Phone: 608-251-4843
 Fax: 608-251-8655

Office Locations

Madison, WI
 Joliet, IL
 Louisville, KY
 Lexington, KY
 Mobile, AL
 Columbus, IN
 Columbus, OH
 Indianapolis, IN
 Milwaukee, WI
 Cincinnati, OH
 Phoenix, AZ

www.strand.com

February 2, 2010

Larry Stahl
 Village of Hanover Park
 2121 West Lake Street
 Hanover Park, IL 60103

Re: Westview Lift Station Upgrades

Dear Larry,

Thanks for taking the time to review the Westview Lift Station with me and for the opportunity to submit this proposal to provide engineering services for replacing the control panel, pumps, and check valves at this facility.

We understand that you would like to replace the existing control panel with a new stainless steel panel, replace the existing pumps with new pumps of the same size, and replace the existing wafer-style check valves with swing arm check valves. The new controls will utilize a new submersible level transducer with a stilling well, as well as new floats for backup pump control. The existing pumps are Hydromatic, but we understand you would like to consider KSB pumps if they will work with the existing pump rails. The existing SCADA telemetry panel will be reused.

Design-Phase Services

The design phase includes the following services.

- Develop drawings and specifications for demolition of the existing control panel, pumps, and check valves, and installation of the new equipment. The drawings and specifications will require the contractor to maintain continuous operation of the station throughout construction.
- Contact the Utility Company to determine if we can obtain a new 240 volt, three-phase service for the station. If this is possible, the station will be removed from the 208 volt, three-phase service for Westview Mall and fed from a new 240 volt, three-phase service.
- Conduct a 1-day review meeting at the Village at approximately 90 percent project completion. Drawings and specifications will be submitted for your review 1 week prior to the meeting. Your comments from this meeting will be incorporated into the drawings and specifications.
- Evaluate the use of KSB pumps in lieu of the existing Hydromatic pumps. A single manufacturer will be selected based on this evaluation.
- Provide quality control review from one of our senior staff members. This provides a fresh look at the drawings and specifications for buildability.
- Provide an opinion of probable construction cost based on the equipment and work to be provided.



Larry Stahl
 Village of Hanover Park
 Page 2
 February 2, 2010

Bidding-Phase Services

Proposed bidding services include the following.

- Distribute drawings and specifications for the project.
- Assist the Village in obtaining competitive bids. This service will include answering bidders' questions, preparing addenda, analyzing the bids received, and assisting with the award of the project.
- Prepare Contract Documents for execution by the contractor and the Village.

Construction-Phase Services

We propose the following construction-phase services.

- Review shop drawings and respond to contractor questions.
- Prepare Change Orders and review proposals, if necessary.
- Review and approve payment requests.
- Spend two days on-site for construction observation, start-up, and checkout. It is anticipated that start-up and checkout will require approximately 1 day. This service consists of verifying, with the contractor, that the control panel operates as specified. Development of a punch list for the contractor will also be completed at this time. The remaining site visit is anticipated to be at 100 percent completion to verify that all punch list items have been addressed.
- Provide record drawings and O&M manuals.

The above services were based on our understanding of your project, as well as our extensive lift station design and construction observation experience on projects very similar to yours. Should you desire to modify the above services, we would be happy to discuss your ideas.

Engineering Fee

Our limiting fee for services indicated above is \$18,000 for the Design phase, \$4,000 for the Bidding phase, and \$7,000 for the Construction phase. These fees were established based on the estimated number of hours and associated expenses required to complete each task. The Village will be billed on an hourly basis for only the time actually spent on the project.

Once again, thank you for your consideration. We look forward to working with you on this lift station project.

Sincerely,

STRAND ASSOCIATES, INC.®

Shanc P. Zenz, P.E.

9901976:SPZ:mah



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: Approval of Architectural Contract

ACTION

REQUESTED: Approval Concurrence Discussion Information

RECOMMENDED FOR CONSENT AGENDA: Yes No

MEETING DATE: February 18, 2010

Executive Summary

Approve a contract with PSA-Dewberry for the design of the new Police Station.

Discussion

Following the discussion that occurred at the February 4th Village Board meeting discussing this topic, staff held discussions with the architect to try and reduce their fees. PSA-Dewberry has come back with the following offer.

Basic Services: **7.0% (\$1,050,000)**

In order for us to reduce the Basic Services to this level we would want the following language contingent with the 7%:

- The Conceptual Design depicted in the Final Needs Assessment Report dated 10-01-09 on the site for the new Police Headquarters will be the concept PSAD moves forward with upon execution of the contract, for development in the Schematic Design Phase and Design Development Phase, and ultimately the Construction Documents. [*Editorial: We feel this scheme has tremendous potential, and in light of the unique site constraints and boundaries, appears to be the most efficient usage of the site in conjunction with the program requirements for the Police functions, vehicular circulation, access to the Booking Sallyport and Crime Scene Bay, Parking structure, etc. The lower fees (as well as the aggressive schedule) does not allow us the luxury of exploring 2-4 other schemes, nor allowing the Construction Manager to mandate the exploration of other schemes*]

- Determination of the LEED objectives and goals for the project will be finalized within thirty (30) days of the Project Kick-Off Meeting.
- Determination of the Parking Structure options, configuration, and location on the site will be finalized within thirty (30) days of the Project Kick-Off Meeting.
- Determination of the Indoor Firing Range criteria, configuration, location, etc. will be finalized within thirty (30) days of the Project Kick-Off Meeting.
- Determination of the inclusion of the Emergency Operations Center (EOC) into the project, as well as its location within the building, configuration, etc. will be finalized within thirty (30) days of the Project Kick-Off Meeting.
- Program validation, adjustments to internal functions and space allowances, and final determination of the project square footage will be finalized within thirty (30) days of the Project Kick-Off Meeting.
- The logistics, drawings, contracts, details, and coordination associated with the Salt Dome relocation to the southwest corner of the Municipal site will be handled entirely by the Village of Hanover Park.

With this reduction in base fee, the not to exceed amount is now \$1,464,000.

Staff has reviewed the language PSA-Dewberry included with the 7 percent fee. The biggest issue staff felt was removing the option to explore other schemes of design which we have since negotiated one more possible scheme review. The proposal from October 1, 2009 will be the basic concept for moving forward with the design. Attached for your information is a copy of that concept.

Comparisons:

Staff attempted to obtain some additional comparisons for this type of work, and they are listed below.

Hoffman Estates Police Department	\$21,000,000
Architect Fees	1,428,000 or 6.80%
Other Services	up to 2,000,000
 Elk Grove Village Police Department	
Architect Fees	6.75%

Illinois Capital Development Board - Centralized Fees – 2006

Class 2 Architectural Fees 4.94 to 7.42%
 Besides Police Stations, Class 2 also includes concession buildings, day care facilities, and visitor centers.

The rate also does not include some items included on PSA-Dewberry's proposed base fee like site visits and preparation of multiple bid packets.

Other Projects:

Palatine Fire Station	7.25%
Glendale Heights Police Station	7.50%
Park Ridge Police Station	7.00%

Recommended Action

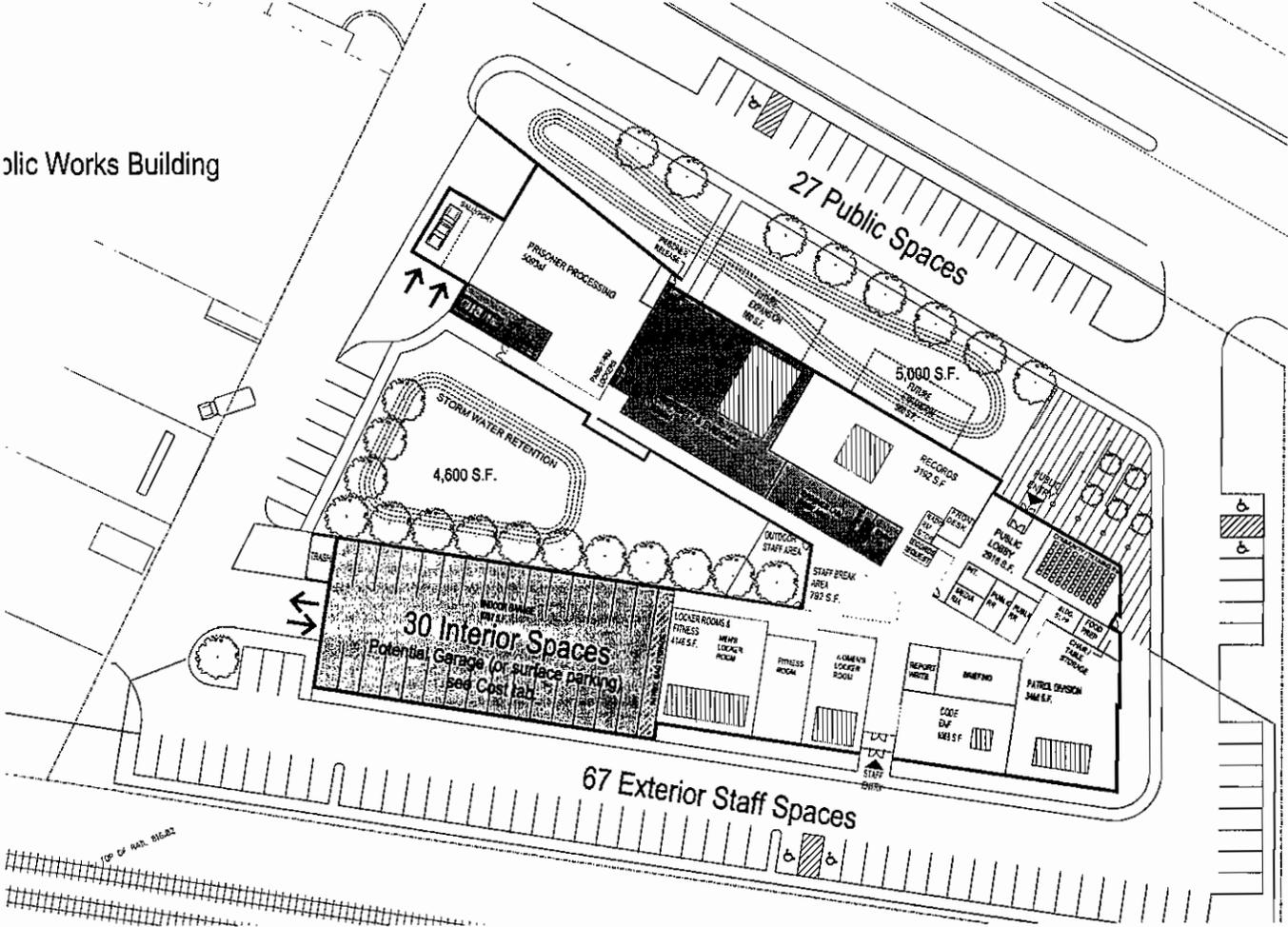
We respectfully request the President and Village Board approve the contract with PSA-Dewberry of Chicago for the design of the new Police Station for an amount not to exceed \$1,464,000 and authorize the Village Manager to execute the necessary documents.

ck

Attachment: Concept Design
Architectural Contract

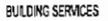
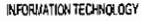
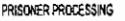
Proposed Building Concept
First Floor

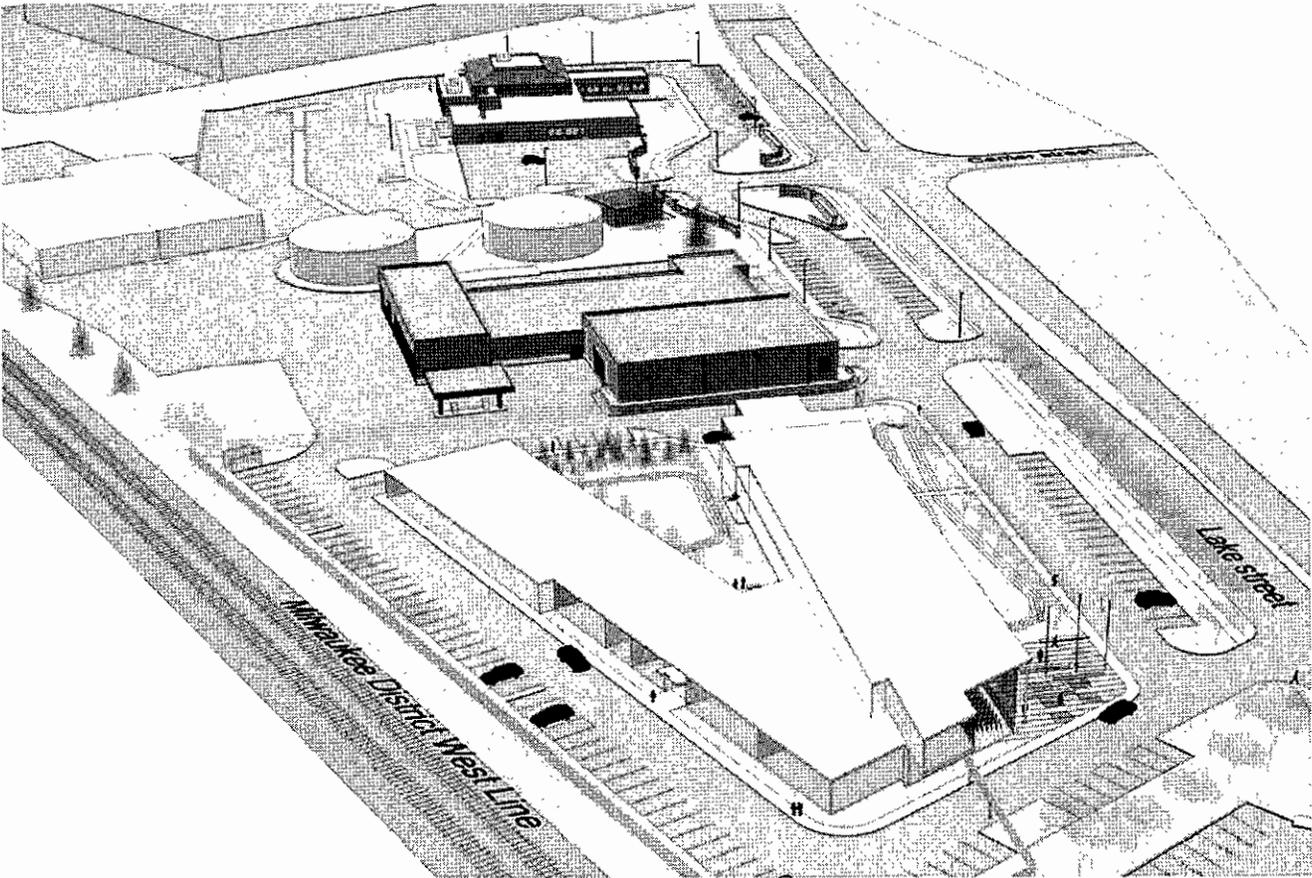
Public Works Building

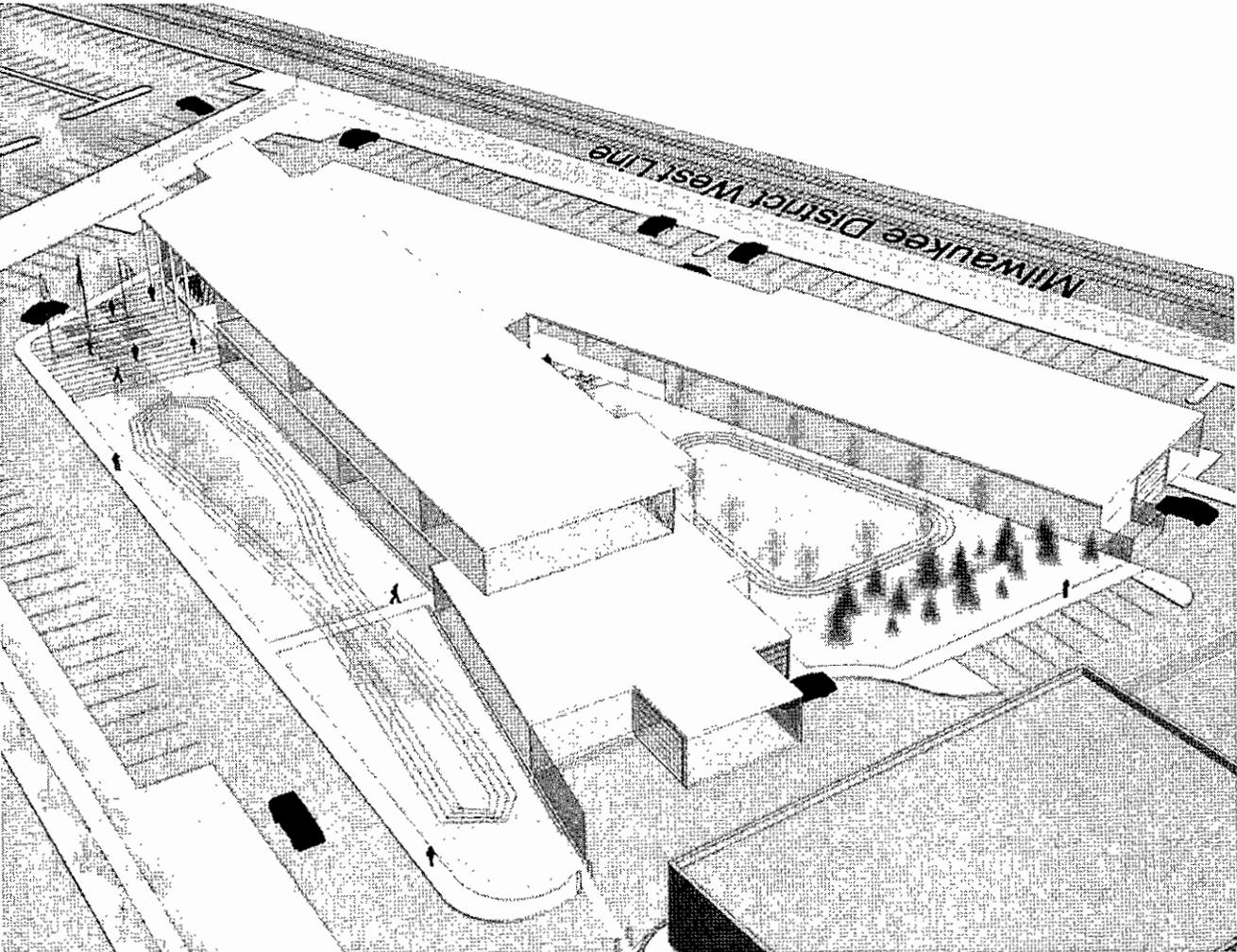


 BUILT-IN GROWTH AVAILABLE (YEAR 2012 - 2020)
APPROX 4,700 S.F.

 GROWTH ADDRESSED WITH EXPANSION (YEAR 2025 - 2030)
APPROX 12,840 S.F.

- | | | | | |
|--|---|---|---|---|
|  PUBLIC AREAS |  INVESTIGATIONS |  CODE ENFORCEMENT |  E.O.C. |  BUILDING SERVICES |
|  PATROL DIVISION |  RECORDS |  POLICE ADMINISTRATION |  FIREARMS TRAINING |  INFORMATION TECHNOLOGY |
|  POLICE STAFF AREAS |  SOCIAL SERVICES |  PROPERTY & EVIDENCE |  PRISONER PROCESSING |  CIRCULATION |





AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Eighth day of January in the year 2010
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Village of Hanover Park
 2121 West Lake Street
 Hanover Park, IL 60133
 Phone: 630-372-4200

and the Architect:
(Name, address and other information)

PSA-Dewberry Inc.
 36 S. Wabash Avenue, Suite 310
 Chicago, IL 60603
 Phone: 312-660-8800
 Fax: 312-660-8801

for the following Project:
(Name, location and detailed description)

Hanover Park Police Headquarters.
 A New Hanover Park Police Headquarters consisting of approximately 52,000 to 54,000 s.f. with an estimated Construction Cost of \$15M to be built on the designated 3.2 acre site. Determination of the inclusion of the Emergency Operations Center (EOC) into the project, as well as its location within the building, configuration, etc. shall be finalized within thirty (30) days of the Project Kick-Off Meeting.

Provide Demolition Documents to clear the new Police Headquarters site including existing structures and utilities as required, and removal of the existing salt dome. The logistics, drawings, contracts, details, and coordination associated with the Salt Dome relocation to the southwest corner of the Municipal site shall be the responsibility of Owner.

A new fully enclosed and conditioned one-level Parking Garage/Structure. Determination of the Parking Structure options, configuration, location, etc. shall be finalized within thirty (30) days of the Project Kick-Off Meeting.
 The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1396851059)

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- 2 ARCHITECT'S RESPONSIBILITIES
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- 4 ADDITIONAL SERVICES
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1, Initial Information: *(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)*

The Village of Hanover Park Police Facility Needs Assessment Study prepared by Architect through separate agreement with Owner dated October 1, 2009, shall be incorporated into this Agreement as a potential basis for design. The Architect shall also explore the development of up to one (1) alternate concept design with the input and collaboration of the Construction Manager at Risk (CMC). The selected concept design shall be finalized within thirty (30) days of the Project Kick-Off Meeting and become the basis for design in the Schematic Design, Design Development and Construction Document Phase.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Site Demolition – anticipated date of June 15, 2010.
 Building Construction - anticipated date of August 1, 2010.

.2 Substantial Completion date:

Site Demolition – one (1) month from commencement..
 Building Construction -- fourteen (14) months from commencement.

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§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement. The Architect's responsibilities will be executed with the knowledge that the Owner will retain a Construction Manager at Risk (CMC) for the Project.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify Larry J. Hlavacek as a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
 \$5,000,000 aggregate; \$1,000,000 per occurrence
- .2 Automobile Liability
 \$1,000,000 per occurrence
- .3 Workers' Compensation
 Statutory Limit
- .4 Professional Liability
 \$5,000,000 per claim/aggregate
- .5 Employer's Liability
 \$1,000,000 aggregate; \$1,000,000 per occurrence

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary architectural services and civil, structural, mechanical, electrical, plumbing and fire protection engineering services. Services not set forth in Article 3 are Additional Services. Assisting in qualification and selection of the CMC and customary coordination with the CMC are included as part of Basic Services.

§ 3.1.1 The Architect shall perform the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

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§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. Further, Architect will provide prompt written Notice to Owner if Architect becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies in the Architect's Instruments of Service.

§ 3.1.3 As soon as practicable after the execution of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule includes anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule includes allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review, with Owner, the program prepared by Architect under separate agreement, and shall review laws, codes, and regulations applicable to the Architect's services. Program validation, adjustments to internal functions and space allowances, and final determination of the project square footage will be finalized within thirty (30) days of the Project Kick-Off Meeting.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

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§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner a preliminary estimate of the Cost of the Work based on current area,- volume or similar conceptual estimating techniques. This estimate will be shared with the CMC for validation prior to proceeding with the Design Development Phase.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, civil, structural, mechanical, electrical and plumbing systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect, as requested, shall assist the Owner and/or CMC in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall submit the Construction Documents to the Owner, and request the Owner's approval.

(Paragraph deleted)

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner and the Owner's CMC in obtaining bids. The Owner's CMC shall, with the Owner's approval, award and prepare contracts for construction.

(Paragraphs deleted)

init.

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User Notes:

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§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and CMC modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the CMC's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the CMC, Contractor or Subcontractors or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the state of construction, as identified in Article 12, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and the construction schedule. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) observed deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) apparent defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend to the Owner to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the CMC, Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance of the Owner and CMC under, and requirements of, the Contract Documents on written request of either the Owner or CMC. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and CMC, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and CMC designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and CMC as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the CMC and their Prime Subcontractors and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the CMC's right to payment, or (4) ascertained how or for what purpose the CMC has used money previously paid on account of the Contract Sum. Architect, however, prior to issuing any Certificate of Payment to Owner, shall require CMC and their Prime Subcontractors to 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 Agreement. Owner shall require the CMC in its contract with the CMC to use said forms. 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. Architect shall not be required to look beyond those documents, unless otherwise required in this Agreement, in the process of issuing Certificates of Payment to Owner except to inform Owner of any information Architect otherwise possesses bearing upon and relevant to the pay request.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the CMC's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the CMC's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the CMC's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the CMC to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the CMC that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

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reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the CMC in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall review and recommend Change Orders and Construction Change Directives, prepared by the CMC with supporting documentation as deemed necessary by Architect, for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall assist the CMC in conducting site visits to determine the date or dates of Substantial Completion and the date of final completion. The Architect, if requested by CMC, shall review written warranties and related documents required by the Contract Documents and assembled by the CMC, to be delivered to the Owner.-

§ 3.6.6.2 The Architect's site visits shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

(Paragraphs deleted)

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
4.1.1 Needs Assessment Study <i>(Row deleted)</i>	Architect – provided under separate agreement	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	See Article 12	
§ 4.1.8 Landscape design	See Article 12	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	

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§ 4.1.12	On-site project representation	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-designed record drawings	Not Provided	
§ 4.1.15	As-constructed record drawings	See Article 12	
§ 4.1.16	Post occupancy evaluation	Not Provided	
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	See Article 12	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	See Article 12	
§ 4.1.22	Commissioning (B211™-2007)	See Article 12	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2007)	See Article 12	
§ 4.1.25	Fast-track design services	See Article 12	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Finishings, and Equipment Design (B253™-2007)	See Article 12	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

See Article 12

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

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- .1 Reviewing a CMC's submittal out of sequence from the submittal schedule agreed to by the Architect (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner);
- .2 Responding to the CMC's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the CMC from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, CMC-prepared coordination drawings, or prior Project correspondence or documentation (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner);
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of CMC's proposals and supporting data, or the preparation or revision of Instruments of Service (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner);
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or CMC and making subsequent revisions to Instruments of Service resulting therefrom (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner); or
- .6 Providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner).

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner)
- .2 sixty (60) four (4) hour weekly visits to the site by the Architect over the duration of the Project during construction
- .3 two (2) visits for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner)
- .4 two (2) visits for any portion of the Work to determine final completion (a deductive change order to the CMC's contract sum will be processed periodically for the cost of such services incurred by the Owner)

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty-one (21) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided. The Owner shall indemnify, defend and hold harmless the Architect and the Architect's consultants and their respective employees, agents and representatives from any and all claims arising out of the services and information furnished by the Owner and the Owner's consultants.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the CMC's Application for Payment or to ascertain how or for what purpose the CMC has used the money to be paid by or on behalf of the Owner. The Owner shall provide the Architect with a copy of any agreement between the Owner and the CMC regarding the Project.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 GUARANTEED MAXIMUM PRICE

§6.1 At the end of the Design Development Phase, the CMC, in consultation with the Architect, shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the CMC's estimate of the Cost of the Work, including contingencies, and the CMC's fee.

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(Paragraph deleted)

§ 6.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the CMC shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 6.3 The CMC shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly-notify the CMC, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§6.4 At appropriate intervals during the Construction Document Phase, Architect shall provide CMC with progress documents for CMC review against the Guaranteed Maximum Price.

§6.5 Evaluation 's of Owner's Project budget, and detailed estimates of the Cost of the Work will be prepared by the CMC. The Architect shall be entitled to rely upon cost estimates prepared by the CMC.

ARTICLE 7 COPYRIGHTS AND LICENSES

(Paragraphs deleted)

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit- such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall by separate written agreement set forth the specific- conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, and maintaining, the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the CMC, Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Owner or Architect rightfully terminates this Agreement, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of- action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for any other project unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the

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Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement. Causes of action between the parties to this Agreement pertaining to the acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. The nature of the conduct that causes the damage shall not vitiate this waiver.

§ 8.1.3 The Architect and Owner waive incidental or indirect damages, including but not limited to loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental or indirect damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all incidental or indirect damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

(Paragraph deleted)

Litigation in a court located in Circuit Court of Cook County. Both parties specifically waive their right to a jury trial to resolve any and all claims, including but not limited to those sounding in contract,-

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tort, or statute, against the other arising out of or connected in any way to the Project or this Agreement because the parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

[] Other (*Specify*)

ARTICLE 9 TERMINATION OR SUSPENSION

(Paragraphs deleted)

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 Intentionally Omitted.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Illinois. .

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement or any interest or claim related to it or any monies due or to become due arising from this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Any unauthorized assignment or transfer, except as noted above, shall be deemed void and invalid, the assignee shall acquire no rights as a result of such assignment and the non-assigning party shall not recognize any such assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

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the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect. The Owner shall include this provision in its contract with the Contractor.

§ 10.6 The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Stipulated Sum equal to 7.00% of the Construction Cost budget authorized by the Owner and agreed to by the Architect, upon the completion of the Design Development Phase. A fee of \$1,050,000 shall be utilized until an actual fee is determined upon completion of Design Development.

The 7.00% fee includes architectural and landscaping services and civil, structural, mechanical, electrical plumbing and fire protection engineering services for the schematic design thru construction administration phases for the new Village of Hanover Park Police Headquarters, demolition documents to clear the site and a new fully enclosed and conditioned one-level Parking Garage/Structure.

The Construction Cost Budget that the 7.00% fee shall be based on shall exclude the Construction Costs for the Technology Services Systems, the Furniture and Signage Budget, and the Construction Cost of the Firing Range as the Architect's compensation to provide schematic design thru construction administration phase services for these items is defined in Article 12 as Additional Services, and in addition to the 7.00% fee for Basic Services.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Other Additional Services designated in Section 4.1 shall be compensated as defined in Article 12.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly basis in accordance with attached Architect's Standard Hourly Rates.

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§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (20	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Thirty-Five	percent (35	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached Architect's Standard Hourly Rates.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to the compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents.
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings;
- .8 Models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .9 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance-of that normally carried by the Architect's consultants;
- .10 All taxes levied on professional services and on reimbursable expenses;
- .11 Site office expenses; and
- .12 Other similar Project related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10%) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

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§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.- Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45)- days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

The interest rate of one and one half percent (1.5%) simple interest per month shall be applied to all past due invoices.- If Architect employs counsel or an agency to enforce this Agreement, Owner agrees to pay the attorneys' fees, costs,- expenses and losses incurred by Architect prior to and through any trial, hearing, and/or subsequent proceeding, relating to such enforcement.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

See Other Conditions or Services (Article 12) pages 1 to 11, attached hereto and made part hereof.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

- .2 Other documents:
List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service,- if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER – Village of Hanover Park

ARCHITECT- PSA-Dewberry Inc.

(Row deleted)

(Signature)

(Signature)

(Printed name and title)

Randall E. Gibson

(Printed name and title)

ARTICLE 12
OTHER CONDITIONS OR SERVICES

The provisions of this Article 12 take precedence over any provision of the printed form B101 (2007 Edition) which is in conflict with this Article 12.

12.1 AGREED ADDITIONAL SERVICES

12.1.1 Civil Engineering On Site

The Architect shall provide Civil Engineering Services for site development and utilities including electrical, gas, water, storm water and sanitary sewer, yet excludes off site road and utility connections. These services will include the development of a site plan, grading plan, storm water retention/detention plan, water and sanitary sewer plan, dimensional control plan, storm water / sanitary sewer / water piping profiles, paving plan, drainage area map, erosion control plan, a Storm Water Pollution Prevention Plan, details and technical specifications. This Scope of Work is to be provided for the 3.2 acre site proposed for the new Hanover Park Police Headquarters. These services are based on the premise that all utilities will be brought to within the limits or boundary of the proposed 3.2 acre site by other parties or the City. Compensation for this work shall be provided as part of Basic Services.

12.1.2 Landscape Architecture

The Architect shall provide Landscape Architecture Services for landscape construction and planting materials. These services will include the development of the site for the plantings, pedestrian circulation, handicap access, public and staff entry plazas / courtyards, hardscape elements, landscape grading, details and technical specifications. One (1) colored site plan will be provided at the end of Schematic Design and one (1) at the end of Design Development. This Scope of Work is to be provided for the 3.2 acre site. Compensation for this work shall be provided as part of Basic Services.

12.1.3 Technology Services

12.1.3.1 Telephone System and Structured Cabling System Planning and Design

The Architect shall provide Telephone System and Structured Cabling System planning and design for the project.

The Telephone System scope of work shall include the following: Central PBX head-end equipment, operator console, telephone station instruments, class-of-service (COS) schedule development, provisioning of the Local Exchange Carrier (LEC, trunk line service to new equipment and review of data/voice network integration alternatives.

The Structured Cabling System scope of work shall include ANSI/EIA/TIA Standards Compliant cabling systems (Category 6, fiber, etc.), telecommunications and equipment room layouts and cross-connect fields, Transient Voltage Surge Suppression (TVSS) Work Area Outlet (WAO) floor plans, cable tray distribution, MATV distribution, fiber optic connections and riser

diagrams. This Scope of Work includes design approval by in-house Registered Communications Distribution Designer (RCDD), technical specification writing, detailed drawing development, coordination of WAO placement and furniture design, review of proposals and shop drawings submittals, interim and final inspection and approval of certified structured cabling system testing for 20-year warranty.

12.1.3.2 Security Systems

The Architect will provide Security Systems planning and design for the project.

Access Control Systems and Detention Locking Control System – An access control system utilizing electronic entry devices (card readers, keypads, vehicle tag readers, etc.) will be provided for controlled entry into restricted areas in the facility and onto the site. Security levels will be assigned to all staff that will determine authorized access by time, date, and secured opening location. Controlled ingress will be deployed for secured parking, and building perimeter and Owner-defined restricted areas inside the facility. All transaction data of authorized and unauthorized movement within the facility will be recorded and available for record output. The access control system will be interfaced with the Closed Circuit Television (CCTV) system to provide automatic camera call-up and video recording of defined events (alarm, unsecured door status, activation of entry device, etc.). In the Detention Area (Booking/Processing/Holding) of the facility, a programmable logic control (PLC) based locking control system and a security intercommunications system will be provided to create a higher degree of security controls. The system utilizes password protected graphical user interfaces (GUI) for controlling prisoner and employee traffic throughout the secure perimeter.

Intercom – A microprocessor based intercom system will be used to allow communication between individuals entering and exiting the secure area and the operator controlling the door control system. This system is integral to the door control system and in particular the GUI. The GUI will be used for tracking and acknowledgement of incoming calls and outgoing calls. Master stations will be adjacent to the GUI.

Closed Circuit Television (CCTV) System – A CCTV system will be designed to provide visual surveillance of secured areas and video capture of events. The fixed cameras will be high-resolution color housed in a low-profile enclosure. Pan/Tilt/Zoom cameras will utilize a small sealed dome enclosure. The video matrix switch will allow real-time viewing of all cameras at multiple locations. Camera video information will be captured and archived by Digital Video Recording (DVR) technology and utilize DVD/CD for long-term storage. The CCTV system will be interfaced to the Access Control system as described above. This will include the audio and video recording capability throughout the facility and will include all interview room settings.

Interview Monitoring and Recording System – Covert cameras and microphones will be used in all interview spaces allowing for remote visual and audible monitoring of interviews. A central monitoring console will be provided for real-time monitoring, recording and playback via a manual video switcher and audio mixer configuration. Camera and microphone outputs will be directed to videocassette recorders for archival recordings of interviews.

The Scope of Work includes technical specification writing, drawing development, review of proposals and shop submittals, and interim and final inspections.

12.1.3.3 Audio/Visual System Planning and Design

The Architect shall provide Audio/Visual System planning and design for the project. The Audio/Visual scope of work shall include the following: sound reinforcement, multimedia presentation display, integrated A/V control, cable television distribution, and video-conferencing. This Scope of Work includes technical specification writing, CAD drawing development, review of proposals and shop drawing submittals, and interim and final inspections and review of industry standard warranties.

Compensation for the Technology Services in Articles 12.1.3.1, 12.1.3.2 and 12.1.3.3 is the Stipulated Sum of \$108,000

12.1.4 Furniture / Signage

The Architect shall develop Furniture Floor Plans for the new building based on work sessions with Village Representatives. The Architect shall make furniture selections including materials, colors and finishes. The Architect shall prepare Bid Documents for use in obtaining cost proposal for furniture for the project. The Architect shall review shop drawings / submittals, coordinate deliveries for installation, observe furniture installation, prepare a Final Punchlist, and secure all specified warranties. The Scope excludes inventory, field verification and planning for reuse / relocation of existing furniture and equipment.

Architect shall prepare Design and Bidding Documents for interior and exterior building signage, review submittals, and prepare a Final Punchlist for typical way-finding and code-required signage (panel-type and post and panel). The scope excludes electronic signage or sophisticated messaging centers.

Compensation, which shall be included within the furniture budget, shall be the Stipulated Sum of \$79,000 based on an anticipated Furniture Budget of \$600,000 and an anticipated Signage budget of \$70,000.

12.1.5 LEED Certification

Architect shall provide additional research, design, study, life cycle costing, and evaluation of design options for the architecture, lighting, and heating and cooling systems to provide enhanced energy efficiency (beyond customary industry standards) in the new building and/or design to prescribed LEED certification levels as mandated by the Owner (**minimum of LEED Silver Certified**). The project will be designed to be compliant with current energy conservation and mechanical / electrical codes. This will afford a few of the LEED points, but will not result in reaching LEED certified design level without additional points being acquired in the non-energy categories. The design of the project will incorporate credits from all categories of the LEED rating system. LEED efforts will include researching and developing strategies; computerized energy modeling; documentation for the LEED submittal; and observation during building construction. Compensation shall be on an hourly basis in

accordance with Architect's Standard Hourly Rates, not to exceed \$121,000.00 and includes registration with the USGBC. The LEED objectives for the project shall be finalized within thirty (30) days of the Project Kick-Off Meeting, upon which time a more defined LEED scope can be implemented with the appropriate compensation.

12.1.6 Building Commissioning

The Architect shall provide services to monitor installation, start-up, and initial operation of the heating, ventilating, and air conditioning systems in the new building. This work is intended to align design intent and system operation and performance. Additionally, the Architect shall work with the City's building operation and maintenance personnel to verify that training and operation and maintenance manuals are delivered and clearly understood. Compensation shall be on an hourly basis in accordance with Architect's Standard Hourly Rates, not to exceed \$55,000.00. The LEED and Village objectives for Commissioning will be determined at the end of the Design Development phase, upon which a more defined Commissioning scope can be implemented with the appropriate compensation.

12.1.7 Eco-Charette

The Architect shall proceed with a true Integrated Design Process (IDP) approach. The IDP process does require additional up-front time to be spent by the architectural and engineering teams but it will provide demonstrable paybacks both in terms of lower initial capital costs for certain building systems and a significant reduction in life cycle building costs.

The Integrated Design Process emphasizes passive approaches to environmental control before power power-driven approaches and the maximum possible utilization of natural light and natural ventilation. We believe that the benefits of this process are self-evident and offer an opportunity to make the Hanover Park Police Headquarters not only a more cost-effective facility but a facility that will yield dividends in the health and satisfaction of its users.

Compensation shall be the Stipulated Sum of \$10,000.00.

12.1.8 Firing Range

Provide engineering services for the design of an indoor firing range including, controls, acoustics, configuration, targeting, bullet trap, HVAC integration, support spaces/functions for the range and finishes. Complete scope and fee shall be finalized within thirty (30) days of the Project Kick-Off Meeting with a, to be determined fee, not to exceed \$50,000.00.

12.1.9 Record Drawings

The CMC shall be responsible for providing a final field As-Built Record Drawings. Architect shall provide one copy of the Bid Documents to the Owner. The drawings will be a useful tool for building operation and maintenance and any future building or system modifications. Compensation for this work shall be on an hourly basis of \$85 per hour.

12.1.10 Changes subsequent to thirty (30) days after Project Kick-Off Meeting

It is the intent of this agreement that the program and scope for all aspects of the Project, including, options, criteria, configurations, locations, internal functions and space allowances, and final determination of square footages be finalized within thirty (30) days of the Project Kick-Off Meeting.

Accordingly, services necessitated by a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method following thirty days after the Project Kick-Off Meeting shall be provided as an Additional Services and compensated in accordance with Architect's Standard Hourly rates, or as negotiated.

12.2 ADMINISTRATION OF THE CONSTRUCTION CONTRACT

12.2.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work established in the Contract for Construction between the Owner and CMC.

12.3 DISPUTE RESOLUTION

12.3.1 If a dispute arises between the parties relating to this Agreement, the parties agree to use the following procedure prior to either party pursuing other available remedies.

- .1** A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
- .2** If, within (30) days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to mediation in accordance with the construction mediation rules of the American Arbitration Association or any other mutually agreeable mediation firm. The parties will jointly appoint a mutually acceptable mediator.
- .3** The expenses of witnesses, document or exhibit preparation and the like, for either side shall be paid by the party producing such witnesses or incurring such expenses. All other expenses of the mediation, including required traveling and other expenses of the mediator, or the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties unless they agree otherwise. For the purpose of this Subparagraph, legal fees and costs of the parties shall not be considered a mediation expense.
- .4** The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of (30) days. If the parties are not successful in resolving the dispute through the mediation, then the parties may agree to submit the matter

to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court. The arbitrator or adjudicator shall have the right to award all costs of the dispute resolution, including attorneys fees and costs, to the prevailing party.

12.4 LIMITED LIABILITY OF A CORPORATION

12.4.1 The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or employee of the Architect, in the execution or performance of this Agreement, shall be made against the Architect and not against such director, officer or employee.

12.5 CONTRACTOR'S OBLIGATION TO INSURE FOR BODILY INJURY CLAIMS

12.5.1 Owner will require the CMC responsible for construction to purchase insurance to cover claims and expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the CMC, Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state that, "The coverage afforded the additional insureds shall be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this insurance policy shall not be reduced by the existence of such other insurance."

12.6 RESPONSIBILITY FOR CODE COMPLIANCE

12.6.1 The Architect shall conform the Drawings and Specifications with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements, including but not limited to all zoning, building, occupancy, environmental and land use laws, requirements, regulations and ordinances relating to the construction, use and occupancy of the Project (collectively "Governmental Requirements") existing on the date of this Agreement. However, Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If after award of the building permit, modifications to the Drawings or Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation of the Code Authority, Architect shall make the required modifications, but the cost of such modifications shall be considered a Contingent Additional Service. Nothing contained herein shall relieve the Architect of its obligations to modify at its own expense Plans and Specifications where the Architect has negligently failed to prepare them in compliance with the applicable Government Requirements.

12.7 STANDARD OF CARE/DISCLAIMER OF WARRANTIES

12.7.1 Nothing contained in this Agreement shall require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects

performing similar services to those required hereunder. Architect makes no other warranties, express or implied. This limitation shall not be modified by any certification or representation made by Architect as an accommodation upon request of Owner. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which were not generally known, acknowledged or accepted as of the time during which Architect is performing his services under this Agreement. The parties acknowledge that notwithstanding the exercise of due care and skill, no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically constitute a breach of the standard of care. Accordingly, if, as a result of any negligent acts, errors and omissions of which the Architect has legal responsibility, the Owner incurs an accumulation of excess costs over two percent (2%) of the actual project construction cost, the Architect shall bear the burden of such accumulation of excess costs over the 2%; provided said accumulation of excess costs shall not include any improvement costs or betterment costs and shall not exceed the difference between (1) the actual construction costs resulting from such negligent acts, errors and omissions of the Architect and (2) an estimate of what such costs would have been at the time of the signing of the construction contract. The Architect shall have no liability for any such excess costs which are less than two percent (2%) of the actual project construction costs.

12.7.2 If due to Architect's breach of the standard of care, any required item or component of the Project is omitted from the Architect's Construction Documents, Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement to the Project.

12.8 FORCE MAJEURE

12.8.1 In the event Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado or other act of God, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove Architect's work or any other cause beyond the reasonable control of Architect, the time for completion of Architect's work shall be extended by the period of resulting delay.

12.9 INDEMNITY FROM CONTRACTOR REQUIRED IN CONSTRUCTION CONTRACT

12.9.1 Architect will cause the following clause to be inserted in the construction contract(s) and Owner shall not permit it to be modified or deleted:

12.9.2 To the fullest extent permitted by law, the CMC shall waive any right of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic or consequential damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of CMC, Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused

in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

- 12.9.3** In any and all claims against the Owner or Architect or any of their agents or employees and consultants by any employee of the CMC, Contractor or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CMC, Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.
- 12.9.4** "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not be limited to (1) injury or damage consequent upon the failure of or use or misuse by CMC, Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment whether or not the same be owned, furnished or loaned by Owner; (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; and (3) time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and reproduction of documents."
- 12.9.5** Only to the extent necessary to prevent this provision from being void under governing law, this indemnity agreement shall not require the CMC to indemnify the Owner, Architect, their consultants, agents or employees against their own negligence.
- 12.10** **THIRD PARTY BENEFICIARY**
- 12.10.1** No person or entity other than Owner is intended to be a beneficiary of Architect's services under this Agreement. However, Architect will cause the following clause to be inserted in the construction contract(s), and Owner shall not modify or delete it: "Architect is intended to be a third party beneficiary of this contract."
- 12.11** **INDEMNITY FOR DEVIATIONS**
- 12.11.1** The Owner may choose to disregard the advice of the Architect or may otherwise choose to deviate during construction from the construction documents prepared by the Architect. Therefore, Owner hereby indemnifies and holds harmless the Architect, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic damages, arising out of, in connection with, or resulting from the performance (or failure to perform) of any aspect of construction of the Project, where the Owner has knowingly authorized or permitted a deviation from any document prepared by the Architect which, over Architect's objection, has not been corrected or where the Owner has elected not to follow any written recommendation of the Architect. In the event that Architect or any other party indemnified hereunder is required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and costs incurred by the indemnified party in bringing this action.

12.12 INDEMNITY FOR HAZARDOUS SUBSTANCES

12.12.1 Architect, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials. Owner waives any right of contribution against and agrees to indemnify and hold harmless Architect, its principals, officers, directors, members, partners, employees, independent contractors and consultants from and against any and all claims, losses, damages and expenses (including reasonable attorneys' fees and litigation costs arising out of, in connection with, or resulting from the presence of any toxic or hazardous contaminants or materials at the project site or the investigation, detection, abatement, replacement, discharge or removal of such contaminants or materials. In the event Architect or any other party indemnified hereunder is required to incur expenses, including attorneys' fees and litigation costs, in enforcing this indemnity obligation, such attorneys' fees and litigation costs shall be paid by Owner to Architect. This Article shall survive the termination or completion of this Agreement.

12.12.2 Owner represents to Architect that no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located on the Project site or adjacent thereto. Further, within the definition of such Statutes or Regulations, no part of the Project site or adjacent real estate, including the ground water located thereon, is presently contaminated with such substances.

12.13 CREDIT AND PUBLICITY

12.13.1 Owner agrees, and will obtain a similar agreement from the CMC, to the effect that the Architect will be properly identified and will be given appropriate credit on all signs, press releases and other forms of publicity for the Project. Owner will permit Architect to photograph and make other reasonable use of the Project for promotional purposes.

12.14 AMERICANS WITH DISABILITIES ACT

12.14.1 Architect shall conform its Drawings and Specifications to the requirements of the Americans With Disabilities Act Accessibility Guidelines ("ADAAG"), but Owner shall be solely responsible for compliance with the remaining provisions of the Americans With Disabilities Act ("ADA"). ADA by governmental officials and/or courts of law may vary or change. Should such variance or change require Architect to make the required modifications, such modifications shall be considered a Contingent Additional Service.

12.15 ELECTRONIC MEDIA

12.15.1 If Architect is required to deliver any services required hereunder in the form of electronic encoded media, the printed representation of such media furnished by the Architect shall be the official record of Architect's services. Owner shall have a right to rely only on such printed representation in connection with any subsequent modification of such electronic media and agrees to indemnify, defend and hold Architect harmless from all cost and expense, including attorneys' fees from claims which arise out of modification of such electronic media or printed representation by or on behalf of Owner without Architect's consent.

12.16 JOB SITE SAFETY

12.16.1 It is intended that the Architect shall have no responsibility for job site safety on the Project. CMC shall have full and sole authority for all safety programs and precautions in connection with the Work. When Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. Specifically, Owner and Architect acknowledge the following:

- .1 The Architect shall not supervise or control the Work.
- .2 The Architect does not retain the right to supervise or control the Work.
- .3 The Architect shall not regularly or constantly participate in the ongoing activities at the construction site.
- .4 The Architect shall not supervise or coordinate the Subcontractors.
- .5 The Architect shall not have authority or take responsibility for safety precautions at the jobsite.
- .6 The Architect shall not have authority to issue change orders except at the explicit direction of the Owner.
- .7 The Architect shall not have the right to stop the Work.
- .8 The Architect shall not own any construction equipment at the jobsite.
- .9 The Architect is not familiar with construction customs and practices with regard to jobsite safety.
- .10 The Architect is not in a position to assure worker safety or to alleviate equipment deficiencies or improper work habits.

12.17 ARCHITECT'S CERTIFICATIONS

12.17.1 Any Certificate of Payment, Certificate of Substantial Completion or any other certification shall be issued only for those Contract Documents prepared by the Architect. Such certifications shall be to Architect's best knowledge and belief and only to such matters for which Architect would have knowledge by reason of its performance of this Agreement.

12.18 OWNER'S CONSULTANT'S TRANSMITTAL OF INFORMATION

12.18.1 Architect shall coordinate the transmittal of information or documents among or between various Owner's Consultants but shall not analyze or review the information or documents unless specifically necessary for performance of Architect's services. Owner and Architect

agree that Architect shall have no responsibility or liability to Owner for any errors or omissions in Owner's Consultant's services even if documents or information arising from such services are transmitted through Architect for use by others, or if Architect relies on such documents or information to provide its services, unless Architect has actual knowledge of any error or omission.

12.19 FAST-TRACK

12.19.1 In order to minimize construction problems and change orders, Architect's standard practice requires the completion of detailed working drawings prior to bidding and entering into firm construction contracts. However, Owner may choose to accelerate the completion of the work so that it is completed in a shorter time period than would normally be required. Owner understands that if construction or furnishings contracts are let prior to the completion of final working drawings and specifications there may be increases in costs and change orders caused by the inability to coordinate Construction Documents, and the inability to make various decisions until after early bids are received and some construction undertaken. The Architect has no responsibility for these conditions. A maximum of three (3) construction packages shall be provided as part of Basic Services.

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

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.



Village of Hanover Park

AGENDA MEMORANDUM

TO: Village President and Board of Trustees

FROM: Ron Moser, Village Manager

SUBJECT: Collector Position Job Description

ACTION

REQUESTED: Approval Concurrence Discussion Information

RECOMMENDED FOR CONSENT AGENDA: Yes No

MEETING DATE: February 18, 2010

Executive Summary

At the Board meeting of February 4, 2010, the Board directed staff to prepare the job description for the Collector position. It was directed that staff remove the section related to education and experience.

Discussion

Attached is the revised job description as requested by the Board.

Recommended Action

Staff requests the Board approve the attached job description.

RM:smk

Attachments: Collector Position Job Description

Agreement Name: _____
Signatures Required: _____

Village of Hanover Park Job Description

Job Title: Village Collector
Department: Elected Officials Department
Division: Village Collector
Cost Control Center(s): 125
Pay Group: Established per Village Ordinance
Pay Band: Established per Village Ordinance
Reports To (Job Title): Village President & the Board of Trustees
FLSA Status: Exempt
Classified Status: Exempt
DOT Code: 169167086
Revised Date: October 15, 2003, rev. January 21, 2010

SUMMARY

Provides information and assistance to Village citizens and the general public in matters concerning various services.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Annually reviews the types of fees allowed for collection. Maintains satisfactory level of, and exercises control over, notification of business, liquor, taxi and contractor licenses as well as alarm applications. Procures office supplies as necessary.

Answers public inquires about diverse areas of the Village such as giving directions, quoting various license and permit fees.

Authorizes the intake of monies for business, liquor, taxi, contractor, raffle and special event licenses as well as solicitor permits and alarm applications. Ensures appropriate collector staffing for all hours of Village operation.

Conducts a monthly and annual review of food and beverage taxes. If necessary, submits delinquent business accounts to Village Attorney for hearing proceedings.

Reviews and signs liens.

Serves as the Freedom of Information Act (FOIA) and Open Meetings Act Officer for the Village.

Serves as the Village liaison for the Census Bureau.

Maintains schedule of Room 214, Village Council Chambers, for internal meetings and external events.

Facilitates safety training within department. Demonstrates involvement in safety inspections by performing safety self-inspections. Demonstrates involvement in behavioral observations. Reviews and signs off on all accident investigation reports and assures that corrective actions are implemented. Performs other duties as requested or assigned which are reasonably within the scope of the duties enumerated above.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

LANGUAGE SKILLS

Ability to read and understand general business and legal documents, follow technical procedures or governmental regulations. Ability to write simple reports, business correspondence, and procedure manuals. Ability to effectively present information to and respond to questions from Village officials and management, other government agencies, vendors, contractors, and the general public.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

OTHER SKILLS AND ABILITIES

To successfully perform the duties of this position, the incumbent must possess the following skills and abilities:

A working knowledge of: distribution of cash to various accounts; office principles, practices and procedures; and bookkeeping principles and practices.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel objects, tools or controls such as computer keyboard, scissors, paper cutter, and other office equipment. The employee is regularly required to stand, walk, sit, reach with hands and arms, and talk or hear on the phone and in person. The employee is occasionally required to stoop, kneel or crouch to reach lower level file drawers. The employee must occasionally lift and/or move boxes of files or paper up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

The employee must be available and present for work as scheduled. The employee must perform all functions of the job safely and efficiently at all times in compliance with all safety regulations and policies for the safety and welfare of the employee, co-workers, and the public.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Paid In Advance

VEND NO	VENDOR NAME								EFT OR
INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT		HAND-ISSUED AMOUNT
IL016420	SWS125		00	01/28/2010	001-0000-207.06-00	FINGERPRINTS (8)	CHECK # 101189		274.00
IL016420	SWS125		00	01/28/2010	001-0000-207.06-00	FINGERPRINTS (2)	CHECK # 101189		68.50
ILL13149	SWS125		00	01/25/2010	001-0000-207.06-00	FINGERPRINTS-TAXI (4)	CHECK # 101188		137.00
							VENDOR TOTAL *		479.50
009537	INTERNAL REVENUE SERVICE								
	SWS125		28	01/22/2010	001-0000-211.01-00	FED W/H 1/10 #2 P/R	CHECK # 126		67,558.41
	SWS125		28	01/22/2010	001-0000-211.02-00	EMPL FICA 1/10 #2 P/R	CHECK # 126		36,247.16
	SWS125		28	01/22/2010	001-0000-211.02-00	VLG FICA 1/10 #2 P/R	CHECK # 126		36,247.16
							VENDOR TOTAL *		140,052.73
003168	LS REPORTING INC								
	SWS125		00	01/21/2010	001-0000-321.02-00	LIQUOR LICENSE HEARING	CHECK # 101022		160.00
							VENDOR TOTAL *		160.00
002197	NATIONAL CITY/ALLEGIANT								
865007	SWS125		34	01/22/2010	070-0000-491.03-66	QTRLY INVESTMENT MGMT FEE	CHECK # 131		2,753.07
865306	SWS125		34	01/22/2010	071-0000-491.03-66	QTRLY INVESTMENT MGMT FEE	CHECK # 132		3,078.27
							VENDOR TOTAL *		5,831.34
027557	STATE DISBURSEMENT FUND								
	SWS125		28	01/22/2010	001-0000-211.00-00	1/10 #2 P/R MAINTENANCE	CHECK # 127		3,573.66
							VENDOR TOTAL *		3,573.66
003444	U.S. POSTAL SERVICE CAPS SERVICE								
	SWS125		04	01/29/2010	050-5010-471.03-12	POSTAGE-WATER BILLS	CHECK # 133		1,848.22
	SWS125		04	01/26/2010	050-5010-471.03-12	POSTAGE-WATER BILLS	CHECK # 133		382.35
							VENDOR TOTAL *		2,230.57
008760	VANTAGEPOINT TRANSFER AGENTS-457								
	SWS125		28	01/22/2010	001-0000-211.09-00	DEDUCTION 1/10 #2 P/R	CHECK # 128		737.00
	SWS125		28	01/22/2010	001-0000-211.09-00	DEDUCTION 1/10 #2 P/R	CHECK # 128		17,493.22
							VENDOR TOTAL *		18,230.22
TOTAL EXPENDITURES ****									940,097.27

PREPARED 02/11/2010, 15:00:21
PROGRAM: GM339L
Village of Hanover Park

EXPENDITURE APPROVAL LIST
AS OF: 02/11/2010 CHECK DATE: 02/19/2010

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0003937 09-1248	00	AAA MY CASH SERVICES INC SW615	00 02/08/2010	001-0000-229.00-00	REFUND PERMIT BOND	100.00	
					VENDOR TOTAL *	100.00	
0027663 VM0122A 70786	00	ACTION LOCK & KEY INC SW615 100175	00 02/02/2010 00 02/04/2010	001-0640-416.03-34 001-0640-416.03-34	SECURITY LATCHES-HR SECURITY LATCHES-HR	5,320.34 510.89	
					VENDOR TOTAL *	5,831.23	
0003893 60050040-24	00	AECOM TECHNOLOGY CORP SW615 100051	00 01/18/2010	050-5050-473.03-64	ENG-ZINC CONTROL PROGRAM	2,226.60	
					VENDOR TOTAL *	2,226.60	
9999999 62735-29110	00	AGASI, MILLEN SW615	00 00/00/0000	050-0000-202.01-00	REF OVERPAID WATER BILL	70.63	
					VENDOR TOTAL *	70.63	
0025890 66134	00	AIR ONE EQUIPMENT, INC. SW615	00 02/11/2010	050-5030-472.02-27	REFURBISHED AIR CYLINDERS	800.00	
					VENDOR TOTAL *	800.00	
0007231 105328254 105328228 105353138	00	AIRGAS NORTH CENTRAL SW615	00 02/10/2010	001-0650-416.03-51	WELDING GAS CYLINDER RENT	14.14	
					OXYGEN	56.56	
					OXYGEN	2.00	
					VENDOR TOTAL *	72.70	
0003924 T001105970	00	AJILON PROFESSIONAL STAFFING LLC SW615	00 02/10/2010	001-0120-411.01-12	AGENCY FEE-TEMP	847.88	
					VENDOR TOTAL *	847.88	
0000752 354028/353691 354875	00	ALEXIAN BROS. CORPORATE HEALTH SVS SW615	00 02/10/2010	001-0440-414.03-65	DRUG/ALC TEST, PHYSICAL	483.00	
					PHYSICAL	498.00	
					VENDOR TOTAL *	981.00	
0023012 25802	00	ANDRES MEDICAL BILLING, LTD SW615	00 02/08/2010	001-0000-323.12-00	1/10 AMB BILLING CHARGES	2,310.59	
					VENDOR TOTAL *	2,310.59	
0003928 09-1212	00	AQ CONSTRUCTION INC SW615	00 02/08/2010	001-0000-229.00-00	REFUND PERMIT BOND	240.00	
					VENDOR TOTAL *	240.00	
0028402 09-847	00	ATLAS RESTORATION LLC SW615	00 02/08/2010	001-0000-229.00-00	REFUND PERMIT BOND	100.00	
					VENDOR TOTAL *	100.00	
0001392 3575	00	AUTUMN LANDSCAPING INC SW615 100120	00 12/03/2009	013-0000-445.03-51	SNOW REMOVAL-ASTOR APTS	1,400.00	

PREPARED 02/11/2010, 15:00:21
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Village of Hanover Park

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VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND- ISSUED AMOUNT
0001392 3570	00	AUTUMN LANDSCAPING INC SW615 100118	00	12/03/2009	014-0000-446.03-51	SNOW REMOVAL-MARK THOMAS	1,600.00	
						VENDOR TOTAL *	3,000.00	
0026381 17532	00	AV OVERHEAD GARAGE DOOR INC SW615	00	02/10/2010	001-0640-416.03-34	DOOR REPAIR-BUTLER BLDG	736.00	
						VENDOR TOTAL *	736.00	
0001421 539859 005870 539858	00	AVALON PETROLEUM COMPANY SW615 SW615 SW615	00	02/10/2010 02/10/2010 02/10/2010	001-0000-141.03-00 001-0000-141.03-00 001-0000-141.03-00	GASOLINE DIESEL FUEL GASOLINE	7,254.04 4,794.38 4,698.77	
						VENDOR TOTAL *	16,747.19	
0003667 7858	00	AZAVAR SW615	00	02/08/2010	001-0000-312.02-00	UTILITY TAX AUDIT	80.22	
						VENDOR TOTAL *	80.22	
0003469	00	BARRINGTON TANGLEWOOD LLC SW615	00	02/08/2010	001-0000-227.01-00	4/09-12/09 INDUCEMENT	16,315.16	
						VENDOR TOTAL *	16,315.16	
0026947 1233 1233	00	BENNETT & BROSSEAU ROOFING SW615 100134 SW615 100134	00	12/03/2009 12/03/2009	001-0640-416.03-34 050-5020-472.03-34	ROOF REPR-PUB WKS ROOF REPR-WELL #5	1,852.00 868.00	
						VENDOR TOTAL *	2,720.00	
0023019 32371 32370	00	BIGFOOT BUG ELIMINATORS SW615 100033 SW615 100033	00	02/08/2010 02/08/2010	001-0640-416.03-36 001-0720-420.03-36	PEST CONTROL-VLG HALL PEST CONTROL-FIRE	106.00 94.00	
						VENDOR TOTAL *	200.00	
0001943 34692 35049	00	BIGGERS CHEVROLET SW615 SW615	00	02/08/2010 02/11/2010	001-0650-416.02-22 001-0650-416.02-22	BRAKE VALVE-#124 OIL COOLER LINES-#160	185.49 55.99	
						VENDOR TOTAL *	241.48	
0002075 300766 300875 300884 300977 300508 300746 300934	00	BLUFF CITY MATERIALS INC SW615 100015 SW615 100015 SW615 100015 SW615 100015 SW615 100015 SW615 100015 SW615 100015 SW615 100015	00	01/06/2010 01/13/2010 01/14/2010 01/19/2010 12/17/2009 01/05/2010 01/18/2010	001-0620-431.03-35 001-0620-431.03-35 001-0620-431.03-35 001-0620-431.03-35 050-5030-472.03-44 050-5030-472.03-44 050-5030-472.03-44	LANDFILL DUMP FEE LANDFILL DUMP FEE LANDFILL DUMP FEE LANDFILL DUMP FEE LANDFILL DUMP FEE LANDFILL DUMP FEE LANDFILL DUMP FEE	280.00 160.00 200.00 160.00 40.00 280.00 280.00	
						VENDOR TOTAL *	1,400.00	
0001991 1604	00	BODY WERKS OF STREAMWOOD INC SW615	00	02/10/2010	001-0720-420.03-31	BODY DAMAGE REPAIR-#382	1,740.35	
						VENDOR TOTAL *	1,740.35	
0960284	00	BUCK BROTHERS INC						

PREPARED 02/11/2010, 15:00:21
PROGRAM: GM339L
Village of Hanover Park

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AS OF: 02/11/2010 CHECK DATE: 02/19/2010

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT OR HAND-ISSUED AMOUNT
0960284 298553	00	BUCK BROTHERS INC SW615	00 02/08/2010	001-0630-416.02-29	MOWER PARTS	322.18	
					VENDOR TOTAL *	322.18	
0002529 020310	00	BURKE'S TREE SERVICE SW615 100092	00 02/03/2010	001-0630-416.03-38	TREE REMOVAL-WHITEBRIDGE	936.00	
					VENDOR TOTAL *	936.00	
0002899 260699	00	CARQUEST AUTO PARTS SW615	00 02/11/2010	001-0620-431.02-27	MISC SUPPLIES	69.90	
259572		SW615	00 02/11/2010	001-0650-416.02-22	RETURN CREDIT	117.40-	
259573		SW615	00 02/11/2010	001-0650-416.02-22	RETURN CREDIT	471.42-	
260121		SW615	00 02/11/2010	001-0650-416.02-27	MISC SUPPLIES	11.98	
260255		SW615	00 02/11/2010	001-0650-416.02-22	TRUCK PARTS-#150	23.74	
260378		SW615	00 02/11/2010	001-0650-416.02-27	FUEL SYSTEM CLEANER	48.72	
260786		SW615	00 02/11/2010	001-0650-416.02-22	AUTO PARTS	7.46	
261636		SW615	00 02/11/2010	001-0650-416.02-22	AUTO PARTS	19.12	
261639		SW615	00 02/11/2010	001-0650-416.02-22	AUTO PARTS	9.56	
262011		SW615	00 02/11/2010	001-0650-416.02-22	AUTO PARTS-#151	13.97	
262075		SW615	00 02/11/2010	001-0650-416.02-22	TRUCK PARTS-#124	81.82	
262320		SW615	00 02/11/2010	001-0650-416.02-27	MISC SUPPLIES	42.60	
262344		SW615	00 02/11/2010	001-0650-416.02-22	AUTO PARTS	7.66	
262455		SW615	00 02/11/2010	001-0650-416.02-27	MISC SUPPLIES	65.40	
262707		SW615	00 02/11/2010	001-0650-416.02-27	MISC SUPPLIES	2.12	
262715		SW615	00 02/11/2010	001-0650-416.02-27	MISC SUPPLIES	5.94	
263044		SW615	00 02/11/2010	001-0650-416.02-27	BRAKE CLEANER	33.48	
263055		SW615	00 02/11/2010	001-0650-416.02-22	AUTO PARTS	5.81	
263060		SW615	00 02/11/2010	001-0650-416.02-22	AUTO PARTS-#129	4.54	
263292		SW615	00 02/11/2010	001-0650-416.02-22	AUTO PARTS	91.44	
263330		SW615	00 02/11/2010	001-0650-416.02-22	AUTO PARTS	42.48	
263459		SW615	00 02/11/2010	001-0650-416.02-27	MISC SUPPLIES	39.95	
263500		SW615	00 02/11/2010	001-0650-416.02-22	AUTO PARTS	72.04	
264045		SW615	00 02/11/2010	001-0650-416.02-22	AUTO PARTS	84.06	
264143		SW615	00 02/11/2010	001-0650-416.02-27	MISC SUPPLIES	2.47	
					VENDOR TOTAL *	197.44	
0028417 19626	00	CASE LOTS INC SW615	00 02/08/2010	001-0640-416.02-28	CLEANING SUPPLIES	999.70	
20417		SW615	00 02/08/2010	001-0640-416.02-28	CLEANING SUPPLIES	885.75	
19625		SW615	00 02/08/2010	001-0720-420.02-28	CLEANING SUPPLIES	988.45	
20418		SW615	00 02/08/2010	001-0720-420.02-28	CLEANING SUPPLIES	633.90	
					VENDOR TOTAL *	3,507.80	
0026919 RMP1196	00	CDW GOVERNMENT INC SW615	00 02/08/2010	001-0470-414.02-11	TONER	361.07	
RNF7956		SW615	00 02/08/2010	001-0470-414.02-11	TONER	289.00	
RNQ0717		SW615	00 02/08/2010	001-0470-414.02-11	TONER	1,107.00	
RPF7493		SW615	00 02/10/2010	001-0470-414.02-27	SYMANTEC BACKUP SYSTEM	1,550.06	
RPG2229		SW615	00 02/10/2010	001-0470-414.02-11	TONER	66.99	
					VENDOR TOTAL *	3,374.12	
0003941	00	CENTRO PROPERTIES GROUP					

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0003941	00	CENTRO PROPERTIES GROUP SW615	00	02/10/2010	050-0000-202.07-00	REPLACEMENT CHECK #93433	23.56	
VENDOR TOTAL *							23.56	
0002322	00	CERTIFIED FLEET SERVICES INC SW615	00	02/10/2010	001-0720-420.02-22	SPEAKER BRACKET	30.00	
S12489		SW615	00	02/10/2010	001-0720-420.02-22	ENGINE FAN, SHROUD-#371	1,773.03	
S12446		SW615	00	02/10/2010	001-0720-420.02-22	COUPLERS	74.42	
S12297		SW615	00	02/10/2010	001-0720-420.02-22	PUMP SHIFT CABLE-#362	183.68	
S12490		SW615	00	02/11/2010	001-0720-420.02-22			
VENDOR TOTAL *							2,061.13	
0950347	00	CERTIFIED LABORATORIES SW615	00	02/11/2010	050-5030-472.02-27	LUBRICANT	304.65	
577751								
VENDOR TOTAL *							304.65	
0014468	00	CHICAGO INTERNATIONAL TRUCKS LLC SW615 100116	00	02/04/2010	061-6110-485.13-42	2010 DUMP TRUCK-#155	130,467.00	
34057								
VENDOR TOTAL *							130,467.00	
0002533	00	CHRISTOPHER B BURKE ENGINEERING LTD SW615 100137	00	02/05/2010	031-0000-466.13-22	ENG-CREEK BANK STABILIZ.	1,752.38	
92321								
VENDOR TOTAL *							1,752.38	
0028554	00	CINTAS #22 SW615	00	02/10/2010	001-0640-416.02-31	UNIFORMS	880.17	
22765181		SW615	00	02/10/2010	001-0640-416.02-31	UNIFORMS	189.57	
22765180		SW615 100067	00	01/27/2010	001-0650-416.03-68	UNIFORM RENTAL	48.37	
22777910		SW615 100067	00	02/03/2010	001-0650-416.03-68	UNIFORM RENTAL	48.37	
22781078								
VENDOR TOTAL *							1,166.48	
0002095	00	CINTAS FIRST AID & SAFETY SW615 100034	00	01/22/2010	001-0640-416.03-36	FIRST AID SUPPLIES	152.57	
343618916		SW615 100034	00	01/22/2010	001-0640-416.03-36	FIRST AID SUPPLIES	152.57	
343618917		SW615 100034	00	01/22/2010	001-0640-416.03-36	FIRST AID SUPPLIES	152.57	
343618918								
VENDOR TOTAL *							457.71	
0003477	00	CITY UTILITY EQUIP SALES & LEASING SW615	00	02/10/2010	001-0620-431.02-27	GRAFFITI REMOVAL WIPES	107.95	
305797								
VENDOR TOTAL *							107.95	
0700778	00	COLLEGE OF DUPAGE SW615	00	02/08/2010	001-0820-421.03-71	TRAINING-LOMELI, MCNULTY	100.00	
12610008		SW615	00	02/08/2010	001-0820-421.03-71	TRAINING-WIEBE	50.00	
12610010								
VENDOR TOTAL *							150.00	
0003479	00	COM ED SW615	00	02/08/2010	050-5020-472.03-13	12/29-1/27 CENTRAL	231.24	
7587125092		SW615	00	02/08/2010	050-5020-472.03-13	12/29-1/27 WELL #5	565.95	
4579128031		SW615	00	02/08/2010	050-5020-472.03-13	12/29-1/27 HARTMANN	48.83	
2739065057		SW615	00	02/08/2010	050-5050-473.03-13	12/29-1/27 BAYSIDE	1,548.61	
1715065036		SW615	00	02/08/2010				

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0003479	00	COM ED						
6451147001		SW615	00	02/08/2010	050-5050-473.03-13	12/29-1/27 PLUMTREE	304.03	
3507062010		SW615	00	02/08/2010	050-5050-473.03-13	12/29-1/27 TURNBERRY	131.16	
0275090072		SW615	00	02/08/2010	050-5050-473.03-13	12/29-1/27 WESTVIEW	78.10	
5939030006		SW615	00	02/08/2010	050-5050-473.03-13	12/29-1/27 KINGSBURY	124.08	
6467010006		SW615	00	02/08/2010	050-5050-473.03-13	12/29-1/27 NORTHWAY	65.98	
6115145005		SW615	00	02/08/2010	050-5050-473.03-13	12/29-1/27 COUNTY FARM	191.25	
1890092011		SW615	00	02/10/2010	050-5050-473.03-13	1/6-2/4 POND AERATORS	21.16	
						VENDOR TOTAL *	3,310.39	
0003480	00	COM ED						
6933095059		SW615	00	02/09/2010	011-0000-442.03-15	12/17-1/20 STREETLIGHTS	1,028.07	
0091041048		SW615	00	02/10/2010	050-5020-472.03-13	1/6-2/4 MORTON TOWER	46.90	
						VENDOR TOTAL *	1,074.97	
0003724	00	COMMUNICATIONS DIRECT						
SR90789		SW615	00	02/09/2010	001-0720-420.03-36	2/10 RADIO MAINTENANCE	260.00	
						VENDOR TOTAL *	260.00	
0003894	00	CONSERV FS						
1291567		SW615	00	02/09/2010	001-0620-431.02-27	ANTI-FOAM CHEMICAL	231.12	
						VENDOR TOTAL *	231.12	
0950519	00	CONTINENTAL WEATHER SERVICE						
10612		SW615 100016	00	02/01/2010	001-0620-431.03-35	2/10 WEATHER FORECASTING	150.00	
						VENDOR TOTAL *	150.00	
0001148	00	CROWN TROPHY #116						
6698		SW615	00	02/09/2010	001-0460-414.03-91	FRAMES-AWARDS NIGHT	336.00	
						VENDOR TOTAL *	336.00	
0001757	00	CURRIE MOTORS						
020810		SW615 100160	00	02/08/2010	061-6110-485.13-42	2010 DUMP TRUCK-#113	40,333.00	
						VENDOR TOTAL *	40,333.00	
0003938	00	CUSTOM UNIFORMS						
1020410		SW615	00	02/09/2010	001-0930-419.02-31	UNIFORMS-CD DEPT	955.00	
						VENDOR TOTAL *	955.00	
0028358	00	DENMARC COMMUNICATIONS						
35266		SW615	00	02/09/2010	001-0850-421.03-36	RADIO REPAIR	129.70	
						VENDOR TOTAL *	129.70	
0025106	00	DEPT OF FINANCIAL & PROFESSIONAL						
183000183		SW615	00	02/09/2010	001-0930-419.02-13	LICENSE RENEWAL-BERTOLAMI	150.00	
						VENDOR TOTAL *	150.00	
0004722	00	DOSSEY, JOHN						
		SW615	00	02/09/2010	001-0810-421.03-71	PER DIEM	355.00	
						VENDOR TOTAL *	355.00	
0004949	00	DUPAGE MAYORS & MANAGERS						

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0004949 6090	00	DUPAGE MAYORS & MANAGERS SW615	00	02/09/2010	001-0110-411.03-71	DINNER-CRAIG, MOSER	110.00	
						VENDOR TOTAL *	110.00	
0005326 521909	00	ELGIN PAPER COMPANY SW615	00	02/09/2010	001-0650-416.02-27	SHOP TOWELS	142.70	
						VENDOR TOTAL *	142.70	
0003277 2899102037 0499051062 4163103011 3651142043	00	EXELON ENERGY INC SW615 SW615 SW615 SW615	00	02/10/2010 02/10/2010 02/10/2010 02/10/2010	050-5020-472.03-13 050-5020-472.03-13 050-5020-472.03-13 050-5050-473.03-13	12/29-1/27 LONGMEADOW 12/29-1/27 WELL #4 12/29-1/27 EVERGREEN 12/29-1/27 STP	2,121.11 2,118.21 1,753.44 11,816.08	
						VENDOR TOTAL *	17,808.84	
0005841 948043845	00	FED EX SW615	00	02/10/2010	001-0440-414.03-62	OVERNIGHT PACKAGE	23.70	
						VENDOR TOTAL *	23.70	
0005877 329574 329640	00	FEENY CHRYSLER PLYMOUTH SW615 SW615	00	02/10/2010 02/11/2010	001-0650-416.02-22 001-0650-416.02-22	TRUCK PARTS-#3185 TRANSMISSION PARTS-#3185	174.63 115.19	
						VENDOR TOTAL *	289.82	
0701170 1031590341	00	FERRELLGAS SW615	00	02/11/2010	001-0650-416.02-21	PROPANE FUEL-#434	271.45	
						VENDOR TOTAL *	271.45	
0028394 6184 6213 6214	00	FIREGROUND SUPPLY INC SW615 100074 SW615 100074 SW615 100074	00	01/28/2010 02/03/2010 02/03/2010	001-0720-420.02-31 001-0720-420.02-31 001-0720-420.02-31	UNIFORMS UNIFORMS UNIFORMS	577.10 493.25 889.00	
						VENDOR TOTAL *	1,959.35	
0028233 196196 196196	00	FIRST ADVANTAGE SBS SW615 SW615	00	02/10/2010 02/10/2010	001-0440-414.03-61 001-0720-420.03-61	BACKGROUND CHECK FEES BACKGROUND CHECK FEES	210.00 2,189.02	
						VENDOR TOTAL *	2,399.02	
9999999 152025-18570	00	FIRST AMERICAN BANK SW615	00	00/00/0000	050-0000-202.01-00	WATER REF 7100 CHURCH	6.21	
						VENDOR TOTAL *	6.21	
0001998	00	FORENSIC PSYCHOLOGY ASSOCIATES SW615	00	02/10/2010	001-0720-420.03-65	PSYCHOLOGICAL EXAM	1,904.70	
						VENDOR TOTAL *	1,904.70	
0023075 47102	00	FOSTER COACH SALES SW615	00	02/10/2010	001-0720-420.02-22	WHEEL TRIM, DECAL-#382	322.00	
						VENDOR TOTAL *	322.00	
0000195	00	FOUR SEASONS DISPLAY INC						

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0000195 2744	00	FOUR SEASONS SW615		DISPLAY INC 00 02/10/2010	001-0630-416.03-35	SNOWFLAKE INSTALL,REMOVE	2,660.75	
VENDOR TOTAL *							2,660.75	
0006352 158318 158396 158390 158443 158435 158469 158462 158483 158508 158533 158554 158565	00	FRIENDLY FORD SW615		00 02/09/2010	001-0650-416.02-22	FUEL SENDER,SENSOR-#166	138.53	
		SW615		00 02/09/2010	001-0650-416.02-22	SEAT COVER,PAD-#174	205.19	
		SW615		00 02/09/2010	001-0650-416.02-22	LIGHTS	29.49	
		SW615		00 02/09/2010	001-0650-416.02-22	BRACKET-#162	17.80	
		SW615		00 02/09/2010	001-0650-416.02-22	LOCK SET-#165	38.50	
		SW615		00 02/09/2010	001-0650-416.02-22	OIL LINE KIT-#166	71.09	
		SW615		00 02/11/2010	001-0650-416.02-22	TRANSMISSION PARTS-#166	287.71	
		SW615		00 02/11/2010	001-0650-416.02-22	AUTO PARTS	17.32	
		SW615		00 02/11/2010	001-0650-416.02-22	AUTO PARTS-#161	34.99	
		SW615		00 02/11/2010	001-0650-416.02-22	COVER-#5	98.45	
		SW615		00 02/11/2010	001-0650-416.02-22	LICENSE LIGHT-#165	8.92	
		SW615		00 02/11/2010	001-0650-416.02-22	AUTO PARTS-#165	4.35	
VENDOR TOTAL *							952.34	
0028157 2 2 2	00	GRIFFITH MURPHY SW615		CONSULTING LLC 00 02/09/2010	033-0000-465.03-61	TIF #3 CONSULTING	225.00	
		SW615		00 02/09/2010	037-0000-461.03-61	TIF #4 CONSULTING	225.00	
		SW615		00 02/09/2010	043-0000-456.03-99	TIF #2 CONSULTING	225.00	
VENDOR TOTAL *							675.00	
0027764 CR4678	00	GROOT INDUSTRIES INC SW615		100020 00 01/31/2010	001-0620-431.03-35	LANDFILL DUMP FEE	155.82	
VENDOR TOTAL *							155.82	
0007697 249953	00	HAINES & COMPANY INC SW615		00 02/09/2010	050-5010-471.02-14	2010 HAINES DIRECTORY	398.50	
VENDOR TOTAL *							398.50	
0003088 33366	00	HASTINGS AIR-ENERGY CONTROL SW615		INC 00 02/11/2010	001-0640-416.02-27	GRABBER ASSEMBLY	812.94	
VENDOR TOTAL *							812.94	
0008032 1092 1112	00	HAVEY COMMUNICATIONS SW615		00 02/10/2010	001-0650-416.02-22	LIGHTING LEVEL CONTROL	160.90	
		SW615		00 02/10/2010	061-6110-485.13-41	SQUAD LIGHT BARS (4)	4,851.60	
VENDOR TOTAL *							5,012.50	
0018035 9959952 9959508 9959937	00	HD SUPPLY WATERWORKS SW615		00 02/11/2010	050-5030-472.02-27	WATER MAIN REPAIR CLAMPS	212.00	
		SW615		00 02/11/2010	050-5030-472.02-27	WATER MAIN REPAIR CLAMPS	199.30	
		SW615		00 02/11/2010	050-5030-472.02-27	WATER MAIN REPAIR CLAMPS	121.72	
VENDOR TOTAL *							533.02	
0003939	00	IALEIA INC SW615		00 02/09/2010	001-0830-421.02-13	MEMBERSHIP-T CARLSON	50.00	

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0003939	00	IALEIA INC					
					VENDOR TOTAL *	50.00	
0008916	00	IL ASSN OF CHIEFS OF POLICE SW615	00 02/09/2010	001-0810-421.02-13	MEMBERSHIP-CHIEF WEBB	200.00	
					VENDOR TOTAL *	200.00	
0023096	00	IL FIRE SERVICE ADMIN PROFESSIONAL SW615	00 02/09/2010	001-0720-420.03-71	CONFERENCE-R DUBIEL	200.00	
					VENDOR TOTAL *	200.00	
0009209 I-17685	00	IL MUNICIPAL LEAGUE SW615	00 02/10/2010	001-0440-414.02-13	SUBSCRIPTION	30.00	
					VENDOR TOTAL *	30.00	
0000643	00	IL PHCC SW615	00 02/09/2010	001-0930-419.03-71	TRAINING-T CHAMBERLAIN	25.00	
					VENDOR TOTAL *	25.00	
0009395 1885	00	INDIAN SPRINGS MFG CO INC SW615	00 02/10/2010	050-5020-472.02-33	GASKET KITS (3)	670.23	
					VENDOR TOTAL *	670.23	
0003500	00	INSIGHT ENTERPRISES INC SW615	00 02/09/2010	001-0000-227.01-00	7/09-12/09 INDUCEMENT	489,748.51	
					VENDOR TOTAL *	489,748.51	
0023103 70090201 32466	00	INTERSTATE BATTERIES SW615 SW615	00 02/11/2010 00 02/09/2010	001-0650-416.02-22 050-5020-472.02-27	SQUAD BATTERY BATTERIES (3)	85.45 65.85	
					VENDOR TOTAL *	151.30	
0002291 803579	00	ISC BIOEXPRESS SW615	00 02/10/2010	050-5050-473.02-26	GLOVES-LAB TESTING	148.99	
					VENDOR TOTAL *	148.99	
0027253	00	J.C. PAEZ SW615	00 02/09/2010	001-0820-421.02-27	PEPPER SPRAY,HOLSTERS	924.00	
					VENDOR TOTAL *	924.00	
0003929 2/10-12/10	00	JANOWIAK, JANICE SW615	00 02/09/2010	051-0000-323.10-00	REFUND PARKING PERMIT	172.00	
					VENDOR TOTAL *	172.00	
0003936	00	JASTER, LEN SW615	00 02/09/2010	001-0810-421.03-71	PER DIEM	355.00	
					VENDOR TOTAL *	355.00	
0003391 09-1209	00	JCR CONTRACTORS INC SW615	00 02/09/2010	001-0000-229.00-00	REFUND PERMIT BOND	250.00	

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0003391	00	JCR CONTRACTORS INC						
						VENDOR TOTAL *	250.00	
0002830	00	JEFFREY ELEVATOR CO INC						
95914		SW615 100036	00	02/01/2010	001-0640-416.03-36	2/10 ELEVATOR MAINTENANCE	200.00	
95914		SW615 100036	00	02/01/2010	001-0720-420.03-36	2/10 ELEVATOR MAINTENANCE	100.00	
						VENDOR TOTAL *	300.00	
0010056	00	JUST TIRES						
332655		SW615	00	02/09/2010	001-0650-416.02-29	TIRES-#556	140.00	
						VENDOR TOTAL *	140.00	
0010236	00	KALE UNIFORMS						
419148		SW615 100059	00	01/22/2010	001-0820-421.02-31	UNIFORMS	123.98	
419375		SW615 100059	00	01/22/2010	001-0820-421.02-31	UNIFORMS	669.26	
419231		SW615 100059	00	01/22/2010	001-0830-421.02-31	UNIFORMS	405.82	
421229		SW615 100059	00	01/29/2010	001-0830-421.02-31	UNIFORMS	41.99	
420512		SW615 100059	00	01/27/2010	001-0850-421.02-31	UNIFORMS	90.99	
						VENDOR TOTAL *	1,332.04	
0010254	00	KAMMES AUTO & TRUCK REPAIR INC						
271786		SW615	00	02/09/2010	001-0650-416.03-31	TRUCK SAFETY INSPECTIONS	188.00	
						VENDOR TOTAL *	188.00	
9999999	00	KMART CORPORATION						
151650-46020		SW615	00	00/00/0000	050-0000-202.01-00	REF OVERPAID WATER BILL	249.01	
						VENDOR TOTAL *	249.01	
0001839	00	KOZ TRUCKING INC						
5854		SW615	00	02/10/2010	050-5030-472.02-27	COLD PATCH MATERIAL	3,228.50	
						VENDOR TOTAL *	3,228.50	
0701022	00	LASER ASSOCIATES, STEPHEN A.						
2002322		SW615	00	02/10/2010	001-0440-414.03-61	LT ASSESSMENT-PD (4)	5,000.00	
2002333		SW615	00	02/10/2010	001-0440-414.03-61	FEEDBACK SESSION-PD SGT	1,800.00	
						VENDOR TOTAL *	6,800.00	
0029029	00	LAYNE CHRISTENSEN COMPANY						
16600254		SW615	00	02/10/2010	050-5020-472.03-43	PUMP TEST-WELL #3	1,020.00	
						VENDOR TOTAL *	1,020.00	
0001876	00	LEXIS NEXIS						
1229084		SW615	00	02/09/2010	001-0810-421.03-61	1/10 SEARCH FEES	107.70	
						VENDOR TOTAL *	107.70	
0011461	00	LUNDSTROM INSURANCE CO						
68580		SW615	00	02/09/2010	001-0550-415.03-21	MWRD BOND	100.00	
						VENDOR TOTAL *	100.00	
0027694	00	MAC SYSTEMS LTD						

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0027694	00	MAC SYSTEMS LTD						
6124		SW615 100174	00	01/29/2010	001-0640-416.03-34	PROX CARD READERS (6)-HR	9,884.80	
6135		SW615	00	02/11/2010	001-0640-416.02-27	INSTALL CARD READER	981.80	
6123		SW615	00	02/11/2010	001-0640-416.02-27	PROX CARDS, PRINTER INK	790.00	
						VENDOR TOTAL *	11,656.60	
0003527	00	MATCO TOOLS						
39798		SW615	00	02/11/2010	050-5030-472.02-34	B-BOX SOCKET	14.95	
						VENDOR TOTAL *	14.95	
0600360	00	MCHENRY COUNTY COLLEGE						
246764		SW615	00	02/09/2010	001-0930-419.03-71	TRAINING-C HEINZE	60.00	
						VENDOR TOTAL *	60.00	
0012115	00	MENARDS						
17779		SW615	00	02/10/2010	001-0620-431.02-27	HARDWARE	49.98	
13823		SW615	00	02/10/2010	001-0640-416.02-27	HARDWARE	9.98	
4737		SW615	00	02/11/2010	001-0640-416.02-27	KENNEL SUPPLIES	24.96	
18976		SW615	00	02/10/2010	001-0650-416.02-27	HARDWARE	14.86	
18053		SW615	00	02/09/2010	001-0720-420.02-27	MAP BRACKETS	6.72	
19045		SW615	00	02/10/2010	050-5030-472.02-27	HARDWARE	16.96	
19911		SW615	00	02/10/2010	050-5030-472.02-27	HARDWARE	4.34	
19991		SW615	00	02/10/2010	050-5030-472.02-27	HARDWARE	18.56	
18964		SW615	00	02/10/2010	050-5030-472.02-27	HARDWARE	9.27	
21321		SW615	00	02/10/2010	050-5030-472.02-27	HARDWARE	16.53	
19935		SW615	00	02/10/2010	050-5050-473.02-27	HARDWARE	33.92	
19918		SW615	00	02/10/2010	050-5050-473.02-27	RETURN CREDIT	14.99-	
						VENDOR TOTAL *	191.09	
0012231	00	MEYER MATERIAL COMPANY						
110702		SW615	00	02/11/2010	050-5030-472.02-27	REDI-MIX CONCRETE	952.00	
						VENDOR TOTAL *	952.00	
0027774	00	MIDWEST LUBE INC						
20554		SW615	00	02/10/2010	001-0650-416.02-27	LUBE SYSTEM FITTINGS	51.68	
						VENDOR TOTAL *	51.68	
0003930	00	MIR CONSTRUCTION INC						
09-1223		SW615	00	02/09/2010	001-0000-229.00-00	REFUND PERMIT BOND	130.00	
09-1223		SW615	00	02/09/2010	001-0000-323.02-00	LESS REINSPECTION FEE	50.00-	
						VENDOR TOTAL *	80.00	
0012490	00	MOSER, RONALD A						
		SW615	00	02/09/2010	001-0110-411.03-71	REIMB-MEETING SUPPLIES	31.49	
						VENDOR TOTAL *	31.49	
0027780	00	MUNICIPAL WEB SERVICES						
102529		SW615	00	02/09/2010	001-0450-414.03-36	12/09 WEB SITE MAINT	213.75	
						VENDOR TOTAL *	213.75	
0028997	00	MYNEX						

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0028997 6056	00	MYNEX SW615	00	02/09/2010	001-0470-414.02-13	2/10 DIAL-UP SERVICE	19.95	
VENDOR TOTAL *							19.95	
0003176	00	NCI INC SW615	00	02/10/2010	050-5010-471.03-96	COLLECTION AGENCY FEE	195.57	
VENDOR TOTAL *							195.57	
0026675	00	NEXTEL COMMUNICATIONS						
622730512		SW615	00	02/09/2010	001-0550-415.03-11	12/24-1/23 MONTHLY SERV	1,133.64	
622730512		SW615	00	02/09/2010	001-0550-415.03-11	EQUIPMENT CHARGES	163.97	
622730512		SW615	00	02/09/2010	001-0720-420.03-11	12/24-1/23 MONTHLY SERV	612.86	
622730512		SW615	00	02/09/2010	001-0850-421.03-11	12/24-1/23 MONTHLY SERV	1,214.57	
622730512		SW615	00	02/09/2010	050-5010-471.03-11	12/24-1/23 MONTHLY SERV	314.13	
VENDOR TOTAL *							3,439.17	
0013298	00	NICOR GAS						
17642810000		SW615	00	02/10/2010	050-5020-472.03-14	1/5-2/3 WELL #5	242.58	
02494710003		SW615	00	02/10/2010	050-5020-472.03-14	1/4-2/2 WELL #4	527.85	
85326410009		SW615	00	02/10/2010	051-0000-478.03-14	1/4-2/2 TRAIN STATION	505.79	
VENDOR TOTAL *							1,276.22	
0013208	00	NORTH AMERICAN SALT COMPANY						
70470067		SW615 100121	00	01/25/2010	011-0000-442.02-27	ROAD SALT	8,634.67	
70473305		SW615 100121	00	01/29/2010	011-0000-442.02-27	ROAD SALT	1,341.13	
70474057		SW615 100121	00	02/01/2010	011-0000-442.02-27	ROAD SALT	1,454.56	
VENDOR TOTAL *							11,430.36	
0013394	00	NORTHWESTERN LANDSCAPE INC						
19753		SW615 100144	00	01/02/2010	051-0000-478.03-35	SNOW REMOVAL-COMM LOT	1,000.00	
19781		SW615 100144	00	01/05/2010	051-0000-478.03-35	SNOW REMOVAL-COMM LOT	12,162.50	
19839		SW615 100144	00	02/01/2010	051-0000-478.03-35	SNOW REMOVAL-COMM LOT	1,000.00	
19840		SW615 100144	00	02/01/2010	051-0000-478.03-35	SNOW REMOVAL-COMM LOT	3,620.00	
VENDOR TOTAL *							17,782.50	
0003943	00	OUSLEY, JOANNE						
		SW615	00	02/10/2010	050-0000-202.07-00	REPLACEMENT CK #97663	25.70	
VENDOR TOTAL *							25.70	
0003931	00	P & M RETAILS INC						
09-1061		SW615	00	02/09/2010	001-0000-229.00-00	REFUND PERMIT BOND	100.00	
VENDOR TOTAL *							100.00	
0003506	00	PACE SUBURBAN BUS						
29786		SW615	00	02/09/2010	001-0550-415.03-87	12/09 ROUTE 554 SERVICE	1,326.26	
VENDOR TOTAL *							1,326.26	
0028748	00	PERFECT CLEANING SERVICE INC						
30994		SW615 100073	00	01/26/2010	001-0640-416.03-36	1/10 JANITORIAL SERVICE	1,431.50	
30994		SW615 100073	00	01/26/2010	050-5010-471.03-36	1/10 JANITORIAL SERVICE	613.50	

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0028748	00	PERFECT CLEANING SERVICE INC						
						VENDOR TOTAL *	2,045.00	
0028136 10038	00	PETROLEUM TECHNOLOGIES EQUIPMENT SW615		00 02/10/2010	001-0650-416.02-27	PAPER-FUEL SYSTEM MONITOR	118.26	
						VENDOR TOTAL *	118.26	
0014372 19823 19824 19824	00	PINNER ELECTRIC CO SW615 SW615 100089 SW615 100089		00 02/09/2010 00 01/30/2010 00 01/30/2010	011-0000-442.03-36 011-0000-442.03-35 050-5050-473.03-41	TRAFFIC SIGNAL MAINT 1/10 STREETLIGHT MAINT 1/10 STREETLIGHT MAINT	175.00 2,968.77 258.69	
						VENDOR TOTAL *	3,402.46	
0014423 148720	00	PLOTE CONSTRUCTION INC SW615		00 02/09/2010	001-0620-431.02-27	COLD MIX ASPHALT	849.15	
						VENDOR TOTAL *	849.15	
0014472 330512	00	POMP'S TIRE SERVICE SW615		00 02/11/2010	001-0650-416.02-22	SQUAD TIRES (6)	614.00	
						VENDOR TOTAL *	614.00	
0003075 448907	00	PRIMUS ELECTRONICS SW615		00 02/10/2010	001-0650-416.02-23	ANTENNAS (20)	149.07	
						VENDOR TOTAL *	149.07	
0002553 785256	00	PRIORITY PRODUCTS INC SW615		00 02/09/2010	001-0650-416.02-27	HOSE FITTINGS, PLUGS	215.46	
						VENDOR TOTAL *	215.46	
0027987 8529	00	PROFILE GRAPHICS INC SW615		00 02/09/2010	001-0930-419.03-70	INSPECTION FORMS	132.56	
						VENDOR TOTAL *	132.56	
0003942 091698 091698	00	PROGRESSIVE SW615 SW615		00 02/10/2010 00 02/10/2010	001-0000-323.12-00 001-0000-323.12-00	REFUND OVERPAID AMB CHRGS REFUND OVERPAID AMB CHRGS	125.00 125.00	
						VENDOR TOTAL *	250.00	
0008163 169026	00	RALPH HELM INC SW615		00 02/10/2010	001-0650-416.02-22	PUMP CONTROL LEVER	8.59	
						VENDOR TOTAL *	8.59	
0002259 B113388	00	REX RADIATOR & WELDING SW615		00 02/11/2010	001-0650-416.03-37	RADIATOR REPAIR-#427	248.00	
						VENDOR TOTAL *	248.00	
0000204 407854530	00	RICOH AMERICAS CORPORATION SW615		00 02/09/2010	001-0720-420.03-32	10/09-12/09 COPY CHARGES	206.24	
						VENDOR TOTAL *	206.24	
0003944	00	RODRIGUEZ JR, ANTONIO						

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0003944	00	RODRIGUEZ JR, ANTONIO SW615	00 02/10/2010	001-0000-202.07-00	REPLACEMENT CK #96816	1,207.20	
					VENDOR TOTAL *	1,207.20	
0016045 40621754	00	SAFETY-KLEEN SW615	00 02/11/2010	001-0650-416.03-51	OIL FILTER DISPOSAL	141.49	
					VENDOR TOTAL *	141.49	
0028016 1211 6152 6152 1211 1211	00	SAM'S CLUB BUSINESS PAYMENTS SW615	00 02/09/2010	001-0410-414.03-71	MISC SUPPLIES	32.72	
					COFFEE,SUPPLIES	169.28	
					FIRE CORPS SUPPLIES	26.94	
					MISC SUPPLIES	36.35	
					MISC SUPPLIES	22.24	
					VENDOR TOTAL *	287.53	
0002578 SRS-58 SRS-59	00	SARGE'S RANGE SERVICE INC SW615 100035	00 01/11/2010	001-0640-416.03-36	SHOOTING RANGE CLEANING	935.00	
			00 02/04/2010	001-0640-416.03-36	SHOOTING RANGE CLEANING	385.00	
					VENDOR TOTAL *	1,320.00	
0016385 M5631	00	SEARS COMMERCIAL ONE SW615	00 02/09/2010	050-5050-473.02-34	MISC TOOLS	177.05	
					VENDOR TOTAL *	177.05	
0027252 73493	00	SERVICE COMPONENTS SW615	00 02/10/2010	001-0650-416.02-27	WIRE	34.28	
					VENDOR TOTAL *	34.28	
0016538 1679140	00	SEYFARTH SHAW LLP SW615	00 02/10/2010	001-0440-414.03-62	12/09 LEGAL SERVICES	2,775.00	
					VENDOR TOTAL *	2,775.00	
0016961 C53011 C52912 C53161 C52988 C52885	00	STANDARD EQUIPMENT CO SW615	00 02/09/2010	001-0650-416.02-29	SWEEPER PARTS-#427	239.28	
			00 02/10/2010	001-0650-416.02-29	SWEEPER PARTS-#427	296.45	
			00 02/10/2010	001-0650-416.02-29	SWEEPER PARTS-#427	18.75	
			00 02/11/2010	001-0650-416.02-29	MAIN BROOM-#427	289.95	
			00 02/11/2010	050-5060-473.02-29	ROOT CUTTER PARTS	390.22	
					VENDOR TOTAL *	1,234.65	
0002231 100350779 97965160 100274601 100213867	00	STAPLES ADVANTAGE SW615	00 02/10/2010	001-0440-414.02-11	OFFICE SUPPLIES	76.69	
			00 02/09/2010	001-0450-414.02-11	OFFICE SUPPLIES	72.14	
			00 02/09/2010	001-0850-421.02-11	OFFICE SUPPLIES	57.77	
			00 02/09/2010	001-0850-421.02-11	OFFICE SUPPLIES	79.60	
					VENDOR TOTAL *	286.20	
0003891 94484841	00	STATE INDUSTRIAL PRODUCTS SW615	00 02/11/2010	001-0650-416.02-27	SCREW EXTRACTORS	106.65	

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0003891	00	STATE INDUSTRIAL PRODUCTS							
							VENDOR TOTAL *	106.65	
0017030	00	STATE TREASURER							
36003		SW615		00	02/10/2010	011-0000-442.03-36	SIGNAL-US20 & CHURCH	565.50	
36003		SW615		00	02/10/2010	011-0000-442.03-36	SIGNAL-US20 & CENTER	565.50	
36003		SW615		00	02/10/2010	011-0000-442.03-36	SIGNAL-US20 & BARRINGTON	282.75	
36003		SW615		00	02/10/2010	011-0000-442.03-36	SIGNAL-RT19 & EAST	282.75	
36003		SW615		00	02/10/2010	011-0000-442.03-36	SIGNAL-US20 & WALNUT	377.01	
36003		SW615		00	02/10/2010	011-0000-442.03-36	SIGNAL-RT19 & OLD SALEM	377.01	
36003		SW615		00	02/10/2010	011-0000-442.03-36	SIGNAL-US20 & ONTARIOVILL	565.50	
36003		SW615		00	02/10/2010	011-0000-442.03-36	SIGNAL-US20 & ARLINGTON	282.75	
							VENDOR TOTAL *	3,298.77	
0017095	00	STEINER ELECTRIC COMPANY							
3155113.1		SW615		00	02/09/2010	001-0640-416.02-27	ELECTRICAL SUPPLIES	94.48	
3153485.1		SW615		00	02/09/2010	001-0640-416.02-27	ELECTRICAL SUPPLIES	91.96	
3152539.1		SW615		00	02/09/2010	001-0640-416.02-27	ELECTRICAL SUPPLIES	7.60	
3177955.1		SW615		00	02/11/2010	001-0640-416.02-27	ELECTRICAL SUPPLIES	153.10	
3177955.2		SW615		00	02/11/2010	001-0640-416.02-27	ELECTRICAL SUPPLIES	45.42	
							VENDOR TOTAL *	392.56	
0017208	00	SUBURBAN LABORATORIES INC							
100121		SW615	100057	00	01/29/2010	050-5020-472.03-69	LAB TESTING	180.00	
100121		SW615	100057	00	01/29/2010	050-5030-472.03-69	LAB TESTING	36.00	
100219		SW615	100057	00	01/31/2010	050-5050-473.03-69	LAB TESTING	394.00	
							VENDOR TOTAL *	610.00	
0027713	00	T.O.P.S. IN DOG TRAINING CORP.							
11517		SW615		00	02/09/2010	001-0820-421.02-27	12/09 K9 TRAINING	250.00	
							VENDOR TOTAL *	250.00	
0017645	00	TERMINAL SUPPLY CO							
33391		SW615		00	02/10/2010	001-0650-416.02-27	RELAYS, TERMINALS	177.59	
							VENDOR TOTAL *	177.59	
9999999	00	THAKKAR, SHAISHAV							
152180-51360		SW615		00	00/00/0000	050-0000-202.01-00	WATER REF 1332-2 KINGSBRY	3.69	
							VENDOR TOTAL *	3.69	
0003422	00	THIRD MILLENNIUM ASSOCIATES							
12268		SW615		00	02/09/2010	050-5010-471.03-70	1/10 WATER BILL PRINTING	1,769.60	
							VENDOR TOTAL *	1,769.60	
0017681	00	TORVAC, A DIVISION OF DARLING INT'L							
1776174		SW615	100029	00	01/26/2010	050-5050-473.03-42	WESTVIEW VACTORING	141.00	
1780578		SW615	100029	00	02/03/2010	050-5050-473.03-42	WESTVIEW VACTORING	141.00	
							VENDOR TOTAL *	282.00	
0002779	00	TOTAL PARKING SOLUTIONS INC							

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0002779	00	TOTAL PARKING SOLUTIONS INC						
100925		SW615	00	02/09/2010	051-0000-478.02-27	PARKING METER PAPER	680.00	
100936		SW615	00	02/09/2010	051-0000-478.02-27	PARKING METER PAPER	356.94	
						VENDOR TOTAL *	1,036.94	
0017742	00	TRAFFIC CONTROL & PROTECTION INC						
65639		SW615 100010	00	01/22/2010	001-0620-431.02-27	STREET SIGN MATERIALS	4,640.00	
65655		SW615 100010	00	01/26/2010	001-0620-431.02-27	STREET SIGN MATERIALS	335.00	
						VENDOR TOTAL *	4,975.00	
9999999	00	TRAN, HA BICH THI						
151160-43410		SW615	00	00/00/0000	050-0000-202.01-00	WATER REF 7067 HICKORY	4.51	
						VENDOR TOTAL *	4.51	
0003933	00	TRAN, LAM						
		SW615	00	02/09/2010	001-0000-207.13-00	REF ESCROW-6830 PINE TREE	750.00	
						VENDOR TOTAL *	750.00	
0003934	00	UNITED REMODELING LLC						
09-897		SW615	00	02/09/2010	001-0000-229.00-00	REFUND PERMIT BOND	100.00	
						VENDOR TOTAL *	100.00	
0023013	00	USA MOBILITY WIRELESS INC						
6320183-4		SW615	00	02/09/2010	001-0850-421.03-11	2/10 PAGER SERVICE	14.66	
						VENDOR TOTAL *	14.66	
0001398	00	VERIZON WIRELESS						
2349038748		SW615	00	02/09/2010	001-0550-415.03-11	12/23-1/22 CELL PHONE	626.12	
2349038748		SW615	00	02/09/2010	001-0850-421.03-11	12/23-1/22 CELL PHONE	48.61	
2349601101		SW615	00	02/09/2010	050-5040-472.03-11	12/24-1/23 WIRELESS SERV	43.01	
						VENDOR TOTAL *	717.74	
0026145	00	WAREHOUSE DIRECT						
617097		SW615	00	02/09/2010	001-0660-416.02-11	OFFICE SUPPLIES	62.43	
614857		SW615	00	02/09/2010	001-0660-416.02-11	OFFICE SUPPLIES	28.73	
619738		SW615	00	02/09/2010	001-0720-420.02-11	OFFICE SUPPLIES	32.50	
621591		SW615	00	02/10/2010	050-5060-473.02-27	OFFICE SUPPLIES	98.52	
						VENDOR TOTAL *	222.18	
0001916	00	WATER RESOURCES INC						
25586		SW615	00	02/11/2010	050-5040-472.02-37	4" COMPOUND WATER METER	3,325.00	
25587		SW615	00	02/11/2010	050-5040-472.02-27	HYDRANT METER PARTS	76.48	
						VENDOR TOTAL *	3,401.48	
0025156	00	WHOLESALE DIRECT						
175774		SW615	00	02/09/2010	001-0650-416.02-22	SPOTLIGHT BULBS	77.79	
175986		SW615	00	02/09/2010	001-0650-416.02-22	BRAKE LIGHT ASSMBLY-#3021	18.51	
176173		SW615	00	02/10/2010	001-0650-416.02-22	LIGHTING CONTROL SWITCHES	165.18	
176082		SW615	00	02/11/2010	001-0650-416.02-22	HEADLIGHT ASSEMBLY-#427	117.26	
						VENDOR TOTAL *	378.74	
0003178	00	WILKENS-ANDERSON						

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0003178	00	WILKENS-ANDERSON						
S1104451.1		SW615 100032	00	01/25/2010	050-5050-473.02-26	LAB SUPPLIES	112.12	
S1104451.2		SW615 100032	00	01/29/2010	050-5050-473.02-26	LAB SUPPLIES	374.52	
						VENDOR TOTAL *	486.64	
0003935	00	WOODFIELD PAWN CORP						
10-18		SW615	00	02/09/2010	001-0000-229.00-00	REFUND PERMIT BOND	100.00	
						VENDOR TOTAL *	100.00	
0028596	00	WORLDPOINT ECC, INC.						
5088536		SW615	00	02/09/2010	001-0610-416.02-14	CPR/AED POSTERS	25.25	
						VENDOR TOTAL *	25.25	
0028173	00	WPS MEDICARE-PART B						
092364		SW615	00	02/09/2010	001-0000-323.12-00	REFUND OVERPAID AMB CHRGS	383.24	
						VENDOR TOTAL *	383.24	
0019711	00	XEROX CORPORATION						
45789541		SW615	00	02/10/2010	001-0440-414.03-36	1/10 COPIER-HR	375.45	
45789543		SW615 100049	00	02/01/2010	001-0610-416.03-51	1/10 COPIER-PW	94.42	
45789540		SW615	00	02/09/2010	001-0850-421.03-36	1/10 COPIER-PD	225.42	
45789545		SW615	00	02/09/2010	001-0850-421.03-36	1/10 COPIER-PD	221.98	
45789543		SW615 100049	00	02/01/2010	050-5010-471.03-51	1/10 COPIER-PW	94.41	
45789541		SW615	00	02/10/2010	050-5010-471.03-36	1/10 COPIER-HR	93.86	
						VENDOR TOTAL *	1,105.54	
0019862	00	ZEP SALES & SERVICE						
30411618		SW615 100045	00	02/03/2010	050-5050-473.02-28	CLEANING SUPPLIES	120.18	
						VENDOR TOTAL *	120.18	
0000412	00	ZIEGLER'S ACE HARDWARE						
10236		SW615	00	02/09/2010	001-0720-420.02-27	HARDWARE	32.97	
						VENDOR TOTAL *	32.97	
						TOTAL EXPENDITURES ****	876,998.96	
					GRAND TOTAL *****			876,998.96

MEETING: SPECIAL BOARD OF TRUSTEES MEETING
VILLAGE OF HANOVER PARK

DATE: OCTOBER 1, 2009

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 6:13 P.M.

PRESENT: Trustees, Rick Roberts, Edward J. Zimel Jr, Bill Cannon, Joseph Nicolosi and President Rodney Craig

ABSENT: Trustees Lori Kaiser, and Toni L. Carter

ALSO PRESENT: Corporation Counsel Bernard J. Paul, Village Manager Ron Moser, Patrick Grill

President Craig opened with Agenda Item review. He explained that the Village has evolved to the Consent Agenda and that the items placed on the Consent Agenda would be identified on the Agenda with a (C.A.) located after the Agenda Item.

President Craig requested to move up the Public Budget Input discussion topic. He informed them that the Village will receive inputs from Hanover Park citizens about the 2010 Budget fiscal year. Citizens will list their contact information and their comments and these cards will be collected and reviewed. With no citizen input, the Board took a five minute recess and moved down to the tables.

President Craig informed them that the first recognition Juliana Andade would be removed from the Agenda and rescheduled for a later date.

Village Manager Moser requested that Item 6-A.6 be removed from the Consent Agenda. He will present the lease at next meeting for Board to review.

President Craig removed Item 6-A.6 from the Consent Agenda.

Warrant questions were fielded for Warrant W 611 and SWS 611.

President Craig asked for consensus to the Consent Agenda.

President Craig moved on to Staff Updates. President Craig turned the meeting over to Village Manager Moser in regards to Mallard Lake Landfill Sanitary Treatment Plant discussion. Mallard Lake Landfill came to the Village to find a cost-effective way to treat leachate, They were previously trucking leachate to the Wheaton Sanitary District. By working with us, they will eliminate their trucking expenses. Mallard Lake Landfill has proposed charging 2¢ per gallon instead of 5¢ per gallon, as originally proposed.

Mallard Lake Landfill has applied to obtain permit for pilot program to treat wetland. This enables them to create a wetland by pumping leachate over the 2 acre property.

Village Manager Moser discusses that if we can reduce our cost for them, they'd consider agreeing to a long-term contract with the Village. If we charged original price of 5¢ a gallon, the Village's profit would be \$293,000. If we charged 2¢ a gallon, our revenue would drop to about \$117,000.

Village Manager Moser informs the board of alternative measures to for the Village to make some revenue in 2010 and in the long-term.

Village Manager Moser asked the Board to think about whether lowering the cost we're willing to accept for providing leachate treatment as well as taking leachate is worth it. The revenue is not large, but it is some revenue.

President Craig then moved to the next topic, MI Homes Proposal. Pat Grill informed that MI Homes wants to purchase Neuman Homes' unfinished building project. However, they want to change a few things about the look of the buildings, such as using a different brick, although overall the project will be very similar. MI Homes will complete the rest of the 66 units, 9 units already completed.

President Craig then passed conversation over to Chief Haigh to discussion on the next topic, Truck 371, under warranty. The Village has had trouble with the vehicle ever since they acquired it. The vehicle has been brought in to be repaired at Vanek in South Elgin.

Chief Haigh voiced his dissatisfaction with the product and a new repairman. A new mechanic was sent and improved results and working relationship. It was noted that electrical problems are common due to complex technology.

The Village President asked the Board to donate \$3,000 in sponsorship money to the Youth Benefit, hosted by the Hanover Park Youth Foundation, a park district foundation. The Board has money in the budget to contribute to scholarships for youth. Both President Craig and Trustee Kaiser are on the Hanover Park Youth Foundation Board. The donation breaks down for two tables of 10, band, giveaways/ad, and promotional items into the Hanover Park Foundation Fund.

Village Manager Moser is in favor of this.

Meeting adjourned.

Minutes October 15, 2009
Special Board of Trustee's Meeting
Page 3 of 3

Recorded and transcribed by,

Eira L. Corral
Village Clerk

Minutes approved by President and Board of Trustees on this ____ day of _____, 2009.

Village President

MEETING: SPECIAL BOARD MEETING
VILLAGE OF HANOVER PARK

DATE: January 7, 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 6:03 P.M.

PRESENT: President Rodney Craig and Trustees: Rick Roberts, Edward J. Zimel Jr, Bill Cannon, Lori Kaiser, Joseph Nicolosi.

ABSENT: Trustee Toni L. Carter

ALSO PRESENT: Acting Village Manager Ron Moser, Village Attorney Bernard J. Paul, and Department Heads.

Mayor Craig began with the Agenda Item Review. Trustee Cannon noted that the following items should be removed on a Consent Agenda: Items 6-A.2 and 6-A.3.

Questions for Warrant SWS 122 were fielded and were reviewed. Warrant SWS 122 was approved to be moved to Consent Agenda.

Questions for Warrant W 614 were reviewed. Warrant W 614 was approved to be moved to Consent Agenda.

Consensus to move items 6-A.1 to consent agenda.

Discussion took place on the process of approving items for consent by having a set consent agenda and removing items, if necessary.

Chief Webb and Officer presented and discussed Area Response Team and the flyer distributed to the Board.

Village Manager Moser provided a brief review of Statement of Economic Interest request was reviewed.

Village Manager gave introduction to the topic of Lobbying Services. President Craig noted that he was very impressed by the team's effectiveness when he met with them in Springfield.

Cheryl Axley from Rolan & Axley informed the Board that their firm's main objective in the Spring is to work on getting funding from the House Bill 315 released by the governor's office for their clients. Ms. Axley provided funding breakdown for Bill 315, which has three parts: bonds, taxing, and video gaming. However, funding for the total bill will not be there and those who are the most aggressive or demonstrate the greatest need will see their funding

distributed initially. Ms. Axley invited the Board to start thinking about its priorities.

It was questioned and answered that the cost of the contract is \$48,000 which may be paid in installments throughout the year or one lump sum, at the discretion of the Village.

Mayor Craig requested direction from the Village Manager.

Questions were fielded and answered on the guarantee of working with Rolan & Axley to receive funds from House Bill 315, the success rate which is usually 10 fold, and what is considered low, although no bad example could be provided.

It was questioned on where the money is coming from.

Direction was provided from Village Manager that the contract and report will be provided well in advance for Board to review.

Mayor Craig provided an overview on School District #20 Wind Turbine.

The revised proposal was reviewed for the Board, where the goal is to reduce the operating cost of the schools and instead use extra generated money for education. It was requested a special use permit of a 150 feet wind turbine.

It was noted that the city of Schiller Park now has the first wind turbine.

It was questioned on whether there was a concern about the height and answered that there was a recent amendment that requires a setback of more than 110% so the requirement would be exceeded.

Questions were fielded on the timing of putting in a wind turbine.

It was stated that there are federal grants available for renewable energy sources.

It was noted that the next step would be to move forward by the February Commission meeting with the understanding of presenting at next available Board meeting in March.

It was questioned on whether there was a concern about the height and answered that there was a recent amendment that requires a setback of more than 110% so the requirement would be exceeded.

Questions were fielded on notifying the residents.

Patrick Grill reviewed the proposal as Chair of the Environmental Committee. There is a two step process involving a text amendment to the Zoning

Ordinance and then the school would petition the village to approve.

Mr. Grill provided an overview on the four specific requirements in the way of using local contractors for local projects. It was noted that these requirements consist of advertising twice, opening a general contractor's office within 60 days after opening the project, creating a website, and contacting local contractors in Hanover Park in the Yellow Pages. Questions were fielded on how to set parameters on how to select local contractors and which parameters to set.

It was suggested that the Village Clerk maintain a list of local contractors that wish to be notified when there is a public project.

A staff update provided by Patrick Grill in regards to the staff inviting the Board to the Development Commission meeting on Thursday, January 17, 2010 at 7:30pm. Notice will follow.

Motion to adjourn by Trustee Zimel and seconded by Trustee Roberts.

All ayes.

Meeting adjourned at 7:17 pm.

Recorded and transcribed by,

Eira L. Corral
Village Clerk

Minutes approved by President and Board of Trustees on this ____ day of _____, 2009.

Village President

MEETING: REGULAR BOARD OF TRUSTEES MEETING
 VILLAGE OF HANOVER PARK
 DATE: January 7, 2010
 LOCATION: MUNICIPAL BUILDING
 2121 West Lake Street
 Hanover Park, IL 60133

1. CALL TO ORDER - ROLL CALL

President Craig called the Meeting to Order at 7:35 P.M.

PRESENT: President Rodney Craig, Trustees Lori Kaiser, Joseph Nicolosi, Rick Roberts, Edward J. Zimel Jr., and Bill Cannon

ABSENT: Toni L. Carter

ALSO PRESENT: Acting Village Manager Ron Moser, Heads of Department and Village Attorney Bernard Z. Paul

Pledge of Allegiance

2. PLEDGE OF ALLEGIANCE

All joined in the Pledge of Allegiance.

3. ACCEPTANCE OF AGENDA

Approved: Agenda and Added Items 8-A.1-2 and 6-A.1.

Motion by Trustee Zimel and seconded to Place Items 8-A.1-2, and 6-A.1 on a Consent Agenda.

Roll Call

AYES: Nicolosi, Zimel, Roberts, Kaiser, Cannon,

NAYS: None

ABSENT: Carter

Motion carried – Approved Agenda Item 8-A.1-2 and 6-A.1.

4. PRESENTATION

Presentation:
 Recognizing Hurricane Cheerleaders

4-A.1 President Rodney Craig presented Certificate of Appreciation to Hurricane Cheerleaders.

Townhall Session

5. TOWNHALL SESSION

No one signed up for Townhall Session.

Village President's Report

6. VILLAGE PRESIDENT'S REPORT – RODNEY S. CRAIG

No Report.

Minutes January 7, 2010
 Regular Board of Trustee's Meeting
 Page 2 of 4

Approved:

Increase Purchase
 Order for Contractual
 Snow Removal with
 Advanced Excavating
 Contractual Snow
 Removal

6-A.2 Motion by Trustee Nicolosi and Seconded by Trustee Roberts to Authorize an Increase the Purchase Order with Advanced Excavating for Contractual Snow Removal for the Cul-De-Sacs in an Amount Not to Exceed \$80,000.00 and Authorize the Village Manager to Execute All Necessary Documents.

Roll Call:

AYES: Nicolosi, Zimel, Roberts, Kaiser, Cannon,
 NAYS: None
 ABSENT: Carter
Motion Carried

Consent Agenda

Motion by Trustee Zimel and seconded by Trustee Cannon to Approve by Omnibus Vote items in the Consent Agenda.

Roll Call:

AYES: Nicolosi, Zimel, Roberts, Kaiser, Cannon,
 NAYS: None
 ABSENT: Carter
Consent Agenda Approved

Approved:

Purchase Order for
 Grinder Pump for an
 Amount Not to Exceed
 \$30,242.00

6-A.3 Motion by Trustee Zimel and Seconded by Roberts to Approve Purchase Order to JQC Environmental for the Purchase of a Replacement STP 1 Grinder Pump for an Amount Not to Exceed \$30,242.00 and Authorize the Village Manager to Execute All the Necessary Documents

Roll Call:

AYES: Nicolosi, Roberts, Kaiser
 NAYS: Cannon, Zimel
 ABSENT: Carter
Motion Carried

Approved:

Executive Session

6-A.4 Motion by Trustee Zimel and Seconded by Trustee Roberts to Go to Executive Session: Collective Bargaining 2 (c) (2); Purchase of Real Property 2(c) (5).

Roll Call:

AYES: Kaiser, Nicolosi, Roberts, Zimel, Cannon
 NAYS: None
 ABSENT: Carter
Motion carried – Approved Executive Session

Minutes January 7, 2010
 Regular Board of Trustee's Meeting
 Page 3 of 4

Approved:
 Designation of FOIA and
 OMA Officers

6-A.5 Motion by Trustee Zimel and Seconded by Cannon to Approve the Designation of Eira L. Corral, Village Clerk/Collector, and Sandra Mendez, Deputy Clerk, as Freedom of Information Act and Open Meetings Act Officers for the Village of Hanover Park, IL.

Roll Call:

AYES: Kaiser, Nicolosi, Roberts, Zimel, Cannon

NAYS: None

ABSENT: Carter

Motion carried

7. VILLAGE MANAGER'S REPORT- RON MOSER
 No Report.

8. VILLAGE CLERK'S REPORT- EIRA L. CORRAL
 No Report.

9. CORPORATION COUNSEL'S REPORT – BERNARD Z. PAUL
 No Report.

10. VILLAGE TRUSTEES' REPORTS

10-A. TONI L CARTER
 Absent.

10-B. BILL CANNON
 No Report.

10-C RICK ROBERTS
 Gave a reminder on the Support the Troops Drive. Thanked Public Works and their plow drivers for their great work.

10-D. LORI A. KAISER
 Questioned the status of board meeting minutes from previous meetings. Clerk Corral noted that there were minutes that had not been transcribed due to short staffing and that they would be brought for board approval in the upcoming meetings.

10-E. JOSEPH J. NICOLOSI
 No Report.

10-F. EDWARD J. ZIMEL JR.
 No Report.

11. ADJOURNMENT

11. ADJOURNMENT

Adjourned Meeting

Motion by Trustee Zimel and seconded by Trustee Cannon to adjourn the meeting.

Voice vote:

All AYES –

Motion carried – President Craig adjourned the Meeting at 8:09 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

MEETING: REGULAR BOARD OF TRUSTEES MEETING
VILLAGE OF HANOVER PARK
DATE: January 21, 2010
LOCATION: MUNICIPAL BUILDING
2121 West Lake Street
Hanover Park, IL 60133

1. CALL TO ORDER - ROLL CALL

President Craig called the Meeting to Order at 7:31 P.M.

PRESENT: President Rodney Craig, Trustees Lori Kaiser, Joseph Nicolosi, Rick Roberts, and Edward J. Zimel Jr, Bill Cannon, Toni L. Carter

ABSENT: None

ALSO PRESENT: Acting Village Manager Ron Moser, Heads of Department, and Corporation Counsel Bernard Z. Paul

Pledge of Allegiance

2. PLEDGE OF ALLEGIANCE

All joined in the Pledge of Allegiance.

Approved: Agenda

3. ACCEPTANCE OF AGENDA

Motion by Trustee Zimel and seconded by Trustee Roberts to Place Items 6-A. 7, 8, 9, 11, 12, 13 on a Consent Agenda and remove Item 6-A.5.
Roll Call

AYES: Nicolosi, Zimel, Roberts, Kaiser, Cannon, Carter

NAYS: None

ABSENT: None

Motion carried – Approved Agenda and Items 6-A. 6, 7, 8, 9, 11, 12, 13 on a Consent Agenda and remove Item 6-A.5

Presentation:

Recognition of former President of the Hurricane Youth Football Association: Vince Hailey

Police Deputy Chief Promotion of Tom Cortese

Townhall Session

4. PRESENTATION

4-A.1

President Craig and Clerk Corral presented the award in recognition of the former President of the Hurricane Youth Football Association: Vince Hailey

4-A.2

Presentation of Deputy Chief Promotion of Tom Cortese.

5. TOWNHALL SESSION

No one signed for Townhall Session.

6-A VILLAGE PRESIDENT'S REPORT – RODNEY S. CRAIG

President Craig commented on the Proclamation of Ed Rafferty as the 2010 Honorary Citizen. He commented on MI Homes closing on the Newman homes project. He also noted that on January 27th there will be two public meetings with the EPA on the Methane update. Chief Haigh explained the purpose of the meeting.

Minutes January 21 2010
 Regular Board of Trustee's Meeting
 Page 2 of 5

Approved: Placed
 Items on Consent
 Agenda

Motion by Trustee Cannon and seconded to approve Omnibus vote of items on the Consent Agenda.

Roll Call:

AYES: Nicolosi, Zimel, Roberts, Kaiser, Cannon, Carter

NAYS: None

ABSENT: None

Motion carried – Approved Consent Agenda Items

Removed: Item 6-A.5
 (Executive Session)

President Craig notes that the item to have the Executive Session was removed at the request of staff.

Approved:
 Contract with Teska
 Assoc. for the
 Completion of Phase 2
 and Phase 3 of Zoning
 Ordinance in Amount
 Not to Exceed \$64,000

6-A.6

Motion by Trustee Zimel and seconded to Approve Contract with Teska Associates, Inc. for the Completion of the Phase 2 and Phase 3 of the Zoning Ordinance in an Amount Not to Exceed \$64,000 and Authorize the Village Manager to Execute All necessary Documents.

Roll call:

AYES: Kaiser, Nicolosi, Roberts, Zimel

NAYS: Cannon, Carter

ABSENT: None

Motion carried: Approved Contract with Teska Associates, Inc. for the Completion of the Phase 2 and Phase 3 of the Zoning Ordinance in an Amount Not to Exceed \$64,000 and Authorize the Village Manager to Execute All necessary Documents.

Withdrawn:
 Allocation of Funds from
 the Contingency Fund
 for Donations to
 American Red Cross to
 Provide Aid to Victims of
 the Tragic Earthquake in
 Haiti for an Amount Not
 to Exceed \$5,000

6-A.10

Motion to Withdraw Item from Agenda by Trustee Zimel and Seconded to Approve Allocation of Funds from the Contingency Fund for Donations to be Transmitted to the American Red Cross to Provide Aid to Victims of the Tragic Earthquake in Haiti for an Amount Not to Exceed \$5,000 and Authorize the Village Manager to Execute All Necessary Documents.

Motion Withdrawn: Allocation of Funds to Provide Aid to Victims of the Tragic Earthquake in Haiti for an Amount Not to Exceed \$5,000 and Authorize the Village Manager to Execute All Necessary Documents.

7. VILLAGE MANAGER'S REPORT
 No Report Scheduled.

Minutes January 21 2010
 Regular Board of Trustee's Meeting
 Page 3 of 5

Approved: Minutes of
 Special Board of
 Trustees' Meeting of
 September 3, 2009

8. CLERKS REPORT

8-A. 1

Clerk Corral respectfully requested and there was a Motion by Trustee Zimel and seconded to waive the reading and approve the minutes of the Special Board of Trustees' meeting of September 3, 2009, as published.

Roll call:

AYES: Kaiser, Nicolosi, Roberts, Zimel, Cannon
 NAYS: Carter
 ABSENT: None

Motion carried: Waived the Reading and Approved the Minutes of the Regular Board of Trustees' Meeting of September 3, 2009, as Published.

Amended: Minutes of
 Special Board of
 Trustees' Meeting of
 September 17, 2009

8-A. 2

Clerk Corral respectfully requested and there was a Motion by Trustee Zimel and seconded to waive the reading and approve the minutes of the Special Board of Trustees' meeting of September 17, 2009, as published.

Roll call:

AYES: Kaiser, Nicolosi, Roberts, Zimel, Cannon,
 NAYS: Carter
 ABSENT: None

Motion Amended: Amended to note the starting time of the meeting: Waived the Reading and Approved the Minutes of the Special Board of Trustees' Meeting of September 17, 2009, as Published.

Approved: Minutes of
 the Special Board of
 Trustees' Meeting of
 October 15, 2009

8-A. 3

Clerk Corral respectfully requested and there was a Motion by Trustee Zimel and seconded to waive the Reading and Approve the Minutes of the Special Board of Trustees' Meeting of October 15, 2009 as Published.

Roll call:

AYES: Kaiser, Nicolosi, Roberts, Zimel, Cannon
 NAYS: Carter
 ABSENT: None

Motion carried: Waive the Reading and Approve the Minutes of the Special Board of Trustees' Meeting of October 15, 2009 as Published.

Approved: Minutes of
 Regular Board of
 Trustees' Meeting of
 October 15, 2009

8-A. 4

Clerk Corral respectfully requested and there was a Motion by Trustee Zimel and seconded to waive the Reading and Approve the Minutes of the Regular Board of Trustees' Meeting of October 15, 2009 as Published.

Roll call:

AYES: Kaiser, Nicolosi, Roberts, Zimel, Cannon

NAYS: Carter
 ABSENT: None

Motion carried: Waive the Reading and Approve the Minutes of the Regular Board of Trustees' Meeting of October 15, 2009 as Published.

Approved: Minutes of the Regular Board of Trustees' Meeting of December 17, 2009

8-A. 5

Clerk Corral respectfully requested and there was a Motion by Trustee Zimel and seconded to waive the Reading and Approve the Minutes of the Regular Board of Trustees' Meeting of December 17, 2009, as Published.

Roll call:

AYES: Kaiser, Nicolosi, Roberts, Zimel, Cannon
 NAYS: Carter
 ABSENT: None

Motion carried: Waive the Reading and Approve the Minutes of the Regular Board of Trustees' Meeting of December 17, 2009 as Published.

Amended: Minutes of the Special Board of Trustees' Meeting of December 22, 2009

8-A. 7

Clerk Corral respectfully requested and there was a Motion by Trustee Zimel and seconded to waive the Reading and Approve the Minutes of the Special Board of Trustees' Meeting of December 22, 2009 as Published..

Roll call:

AYES: Kaiser, Nicolosi, Roberts, Zimel, Cannon
 NAYS: Carter
 ABSENT: None

Motion Amended: Waive the Reading and Approve the Minutes of the Special Board of Trustees' Meeting of December 22, 2009 as Published..

9. CORPORATION COUNSEL'S REPORT – BERNARD Z. PAUL
 Mr. Paul had no report.

10. VILLAGE TRUSTEES' REPORTS

10-A. BILL CANNON
 No Report.

10-B. RICK ROBERTS
 No Report.

10-C. LORI A. KAISER
 No Report.

10-D. JOSEPH J. NICOLOSI
No Report.

10-E. EDWARD J. ZIMEL JR
Trustee Zimel thanked the Police Department for their hard work on the missing person's case.

10-F. TONI L. CARTER
Trustee Carter stated that she was thankful to MI Homes in regards to the Newman Homes project.

She also asked about the Collector's Job Description.

11. ADJOURNMENT

Adjourned Meeting

Motion by Trustee Nicolosi and seconded to adjourn the meeting.
Voice vote: All AYES - Motion carried – President Craig adjourned the Meeting at 8:09 P.M.

Recorded and transcribed by,

Eira L. Corral
Village Clerk

Minutes approved by President and Board of Trustees on this 21st day of January, 2010.

Village President