



Village of Westchester
Agenda
Village Board Meeting

Village Hall
10300 Roosevelt Road
Westchester, IL 60154
www.westchester-il.org

Tuesday, November 22, 2016
Village Hall Board Room - 7:00 p.m.

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Presentations**
- 5. Public Comments and Questions**

To give as many visitors as possible an opportunity to speak and in the interest of adjourning the meeting by 9:00 p.m., please limit your comments to 3 minutes in length, unless further time is granted by the Board.

 - A. Comments and Questions on Active Agenda
 - B. Comments and Questions on General Matters
- 6. Consent Agenda**
 - A. Approval of the Record of Bills ending 11-17-16 in the amount not to exceed \$1,469,686.82 (p. 3)
 - B. Approval of Minutes
 - i. Minutes of the November 8, 2016 Village Board Meeting (Handout)
 - ii. Minutes of the November 8, 2016 Committee of the Whole Meeting (Handout)
 - iii. Minutes of the November 8, 2016 Executive Session (Handout)
 - C. An Ordinance Providing for the Levy, Assessment and Collection of Taxes for the Fiscal Year Beginning May 1, 2016 and ending April 30, 2017, for the Village of Westchester, County of Cook, State of Illinois, in the amount of \$7,844,898 (p. 12)
 - D. An Ordinance Abating the 2016 Tax Levy for the \$3,500,000 Village of Westchester, Cook County, Illinois Taxable General Obligation Bonds (Motor Fuel Tax Alternate Revenue Source), Series 2010A (p. 16)
 - E. An Ordinance Abating the 2016 Tax Levy for the \$1,610,000 Village of Westchester, Cook County, Illinois Taxable General Obligation Bonds (Water and Sewer Alternate Revenue Source), Series 2010B (p. 18)
 - F. An Ordinance Abating the 2016 Tax Levy for the \$5,800,000 Village of Westchester, Cook County, Illinois Taxable General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2013 (p. 20)
 - G. An Ordinance Abating the 2016 Tax Levy for the \$2,200,000 Village of Westchester, Cook County, Illinois Taxable General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2015 (p. 22)
 - H. A Resolution Directing the County Clerk to Calculate Separate Limiting Rates for the Tax Levy of the Village of Westchester, Illinois for the 2016 Tax Levy Year (p. 24)
 - I. A Resolution of the Governing Body of the Village of Westchester Authorizing the Execution and Delivery of a Master Equipment Lease-Purchase Agreement with PNC Equipment Finance, LLC, as Lessor, and Separate Lease Schedules Thereto for the

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Acquisition, Purchase, Financing and Leasing of Certain Equipment within the Terms Herein Provided; Authorizing the Execution and Delivery of other Documents Required in Connection Therewith; and Authorizing All Other Actions Necessary to the Consummation of the Transactions Contemplated by this Resolution (p. 26)

7. Active Agenda

- A. A Resolution Authorizing the Execution of a Professional Engineering Services Agreement with Christopher B. Burke Engineering, Ltd. for Mechanical and Electrical Improvements to the Mayfair Retention Reservoir in the Village of Westchester, in the amount of \$31,000 (p. 31)

8. Manager's Report

9. Attorney's Report

10. Board Member Reports and New Business

11. President's Report

12. Executive Session

- A. (5 ILCS 120/1(c)(1)) - To discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body

13. Adjournment

Record of Bills Summary Sheet

Tuesday, November 22, 2016
Board Meeting

Accounts Payable Checks Paid

| | | | |
|-----------------------------------|-------------------------|--------------------------------------|------------------------|
| November 18, 2016 | Check #'s 68540 - 68600 | November 5, 2016 - November 18, 2016 | \$ 1,165,026.70 |
| Accounts Payable Subtotal: | | | \$ 1,165,026.70 |

Wire Transfers/ACH Payments Subtotal: \$ -

Payroll and Taxes:

| | | |
|------------------------------------|---------|----------------------|
| November 15, 2016 | Payroll | \$ 304,660.12 |
| Payroll and Taxes Subtotal: | | \$ 304,660.12 |

TOTAL AMOUNT FOR APPROVAL \$ 1,469,686.82

Report Criteria:

Detail report.

Paid and unpaid invoices included.

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|--|---------------------------|----------------|---------------------------|--------------|--------------------|-------------|-----------|--------|
| AL PIEMONTE FORD SALES INC | | | | | | | | |
| 47 | AL PIEMONTE FORD SALES IN | 00007020 | PD - MAINTENANCE | 10/31/2016 | 856.70 | .00 | | |
| Total AL PIEMONTE FORD SALES INC: | | | | | 856.70 | .00 | | |
| ALL INFORMATION SERVICES | | | | | | | | |
| 61 | ALL INFORMATION SERVICES | 56155 | ADMIN - MAINTENANCE | 11/04/2016 | 508.75 | .00 | | |
| Total ALL INFORMATION SERVICES: | | | | | 508.75 | .00 | | |
| ALLIANCE TURF MANAGEMENT INC. | | | | | | | | |
| 63 | ALLIANCE TURF MANAGEMENT | 2718 | CONT. LAWN MAINTENANCE | 10/31/2016 | 6,000.00 | .00 | | |
| Total ALLIANCE TURF MANAGEMENT INC.: | | | | | 6,000.00 | .00 | | |
| ALLSTAR AUTO GLASS | | | | | | | | |
| 65 | ALLSTAR AUTO GLASS | 0060057431 | PW #5 | 10/19/2016 | 222.45 | .00 | | |
| Total ALLSTAR AUTO GLASS: | | | | | 222.45 | .00 | | |
| AMALGAMATED BANK OF CHICAGO | | | | | | | | |
| 72 | AMALGAMATED BANK OF CHIC | 5159 | Interest | 10/18/2016 | 74,760.00 | .00 | | |
| 72 | AMALGAMATED BANK OF CHIC | 5159 | PRINCIPAL | 10/18/2016 | 260,000.00 | .00 | | |
| 72 | AMALGAMATED BANK OF CHIC | 5765 | Interest | 10/18/2016 | 29,015.03 | .00 | | |
| 72 | AMALGAMATED BANK OF CHIC | 5765 | PRINCIPAL | 10/18/2016 | 95,000.00 | .00 | | |
| Total AMALGAMATED BANK OF CHICAGO: | | | | | 458,775.03 | .00 | | |
| AMY LAWSON | | | | | | | | |
| 1989 | AMY LAWSON | 111416 | ADMIN TRAINING | 11/14/2016 | 310.00 | .00 | | |
| Total AMY LAWSON: | | | | | 310.00 | .00 | | |
| ASHLAND ADDISON FLORIST CO. | | | | | | | | |
| 111 | ASHLAND ADDISON FLORIST C | 024883993 | FLOWERS SYMPATHY/ | 10/31/2016 | 206.95 | .00 | | |
| Total ASHLAND ADDISON FLORIST CO.: | | | | | 206.95 | .00 | | |
| AZAVAR AUDIT SOLUTIONS | | | | | | | | |
| 125 | AZAVAR AUDIT SOLUTIONS | 12502 | CONTINGENCY PAYMENT | 11/01/2016 | 176.60 | .00 | | |
| Total AZAVAR AUDIT SOLUTIONS: | | | | | 176.60 | .00 | | |
| B & F CONSTRUCTION CODE SERVICE | | | | | | | | |
| 127 | B & F CONSTRUCTION CODE S | 45248 | BLDG - CELL TOWER | 10/28/2016 | 200.00 | .00 | | |
| Total B & F CONSTRUCTION CODE SERVICE: | | | | | 200.00 | .00 | | |
| BENEFIT ADVANTAGE | | | | | | | | |
| 139 | BENEFIT ADVANTAGE | 400185 | OCTOBER & NOVEMBER BILLIN | 11/10/2016 | 115.20 | .00 | | |
| Total BENEFIT ADVANTAGE: | | | | | 115.20 | .00 | | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|---|---------------------------|----------------|--------------------------|--------------|--------------------|-------------|------------|--------|
| BLACK DIAMOND | | | | | | | | |
| 2021 | BLACK DIAMOND | 9835 DERBY | P16-000046 | 11/22/2016 | 300.00 | .00 | | |
| Total BLACK DIAMOND: | | | | | 300.00 | .00 | | |
| BONNELL INDUSTRIES, INC | | | | | | | | |
| 160 | BONNELL INDUSTRIES, INC | 0170397-IN | PW - PLOWS | 10/07/2016 | 1,320.00 | .00 | | |
| Total BONNELL INDUSTRIES, INC: | | | | | 1,320.00 | .00 | | |
| BROADVIEW WESTCHESTER JOINT WATER AGENCY | | | | | | | | |
| 172 | BROADVIEW WESTCHESTER J | 111516W | WATER USAGE 9/16-10/18 | 11/15/2016 | 195,722.16 | .00 | | |
| Total BROADVIEW WESTCHESTER JOINT WATER AGENCY: | | | | | 195,722.16 | .00 | | |
| CALL ONE | | | | | | | | |
| 189 | CALL ONE | 111516 | ADMIN - MNTHLY CHGS | 11/15/2016 | 89.34 | .00 | | |
| 189 | CALL ONE | 111516 | PD - MNTHLY CHGS | 11/15/2016 | 2,289.31 | .00 | | |
| 189 | CALL ONE | 111516 | FD - MNTHLY CHGS | 11/15/2016 | 82.11 | .00 | | |
| 189 | CALL ONE | 111516 | UTILITY MNTHLY CHGS | 11/15/2016 | 447.02 | .00 | | |
| 189 | CALL ONE | 111516 | 911 - MNTHLY CHGS | 11/15/2016 | 341.00 | .00 | | |
| Total CALL ONE: | | | | | 3,248.78 | .00 | | |
| CAR REFLECTIONS | | | | | | | | |
| 191 | CAR REFLECTIONS | 16-421 | PD - VILLAGE CREST | 11/10/2016 | 170.00 | .00 | | |
| Total CAR REFLECTIONS: | | | | | 170.00 | .00 | | |
| CAROLYN J HILL | | | | | | | | |
| 2025 | CAROLYN J HILL | 091516 | HOME FLOOD PROOFING REIM | 09/15/2016 | 1,000.00 | 1,000.00 | 11/14/2016 | |
| Total CAROLYN J HILL: | | | | | 1,000.00 | 1,000.00 | | |
| CDW GOVERNMENT INC | | | | | | | | |
| 207 | CDW GOVERNMENT INC | FVT3605 | ADMIN - FRONT MONITOR | 11/02/2016 | 201.21 | .00 | | |
| Total CDW GOVERNMENT INC: | | | | | 201.21 | .00 | | |
| CHICAGOLAND CIRCULATION SERVICES INC. | | | | | | | | |
| 1711 | CHICAGOLAND CIRCULATION | 1782 | 2/16 DELIVERY CHARGES | 11/04/2016 | 1,200.00 | .00 | | |
| Total CHICAGOLAND CIRCULATION SERVICES INC.: | | | | | 1,200.00 | .00 | | |
| CHRISTOPHER B. BURKE ENGINEERING | | | | | | | | |
| 238 | CHRISTOPHER B. BURKE ENGI | 132301 | PW - ENGINEERING | 11/02/2016 | 4,187.86 | .00 | | |
| 238 | CHRISTOPHER B. BURKE ENGI | 132681 | NPDES MS4 COMPLIANCE | 11/10/2016 | 1,381.87 | .00 | | |
| 238 | CHRISTOPHER B. BURKE ENGI | 132682 | 2016 STREET REHAB PROG | 11/10/2016 | 11,981.86 | .00 | | |
| Total CHRISTOPHER B. BURKE ENGINEERING: | | | | | 17,551.59 | .00 | | |
| COMCAST | | | | | | | | |
| 260 | COMCAST | 458600742 | MONTHLY CHGS 10/16 | 10/15/2016 | 1,519.95 | .00 | | |
| 260 | COMCAST | 47079986 | MONTHLY CHGS 10/16 | 10/15/2016 | 1,519.95 | .00 | | |
| Total COMCAST: | | | | | 3,039.90 | .00 | | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|------------------------------------|--------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|--------|
| COMCAST CABLE | | | | | | | | |
| 1353 | COMCAST CABLE | 110816 | PW - CABLE | 11/08/2016 | 8.44 | .00 | | |
| Total COMCAST CABLE: | | | | | 8.44 | .00 | | |
| COMED | | | | | | | | |
| 258 | COMED | 110816 | MANNHEIM FOUNTAIN | 11/08/2016 | 57.06 | .00 | | |
| 258 | COMED | 110916 | KITCHNER AND BALMORAL | 11/09/2016 | 2,336.37 | .00 | | |
| 258 | COMED | 111116 | 2400 ENTERPRISE | 11/11/2016 | 35.50 | .00 | | |
| Total COMED: | | | | | 2,428.93 | .00 | | |
| D&K TRUCK SAFETY LANE | | | | | | | | |
| 300 | D&K TRUCK SAFETY LANE | 5672 | PW - 1 INSPECTION | 10/31/2016 | 26.00 | .00 | | |
| Total D&K TRUCK SAFETY LANE: | | | | | 26.00 | .00 | | |
| DUPAGE COUNTY CLERK | | | | | | | | |
| 2020 | DUPAGE COUNTY CLERK | NOFFSINGER | NOFFSINGER NOTARY PUBLIC | 11/01/2016 | 10.00 | 10.00 | 11/09/2016 | |
| Total DUPAGE COUNTY CLERK: | | | | | 10.00 | 10.00 | | |
| DYNEGY ENERGY SERVICES | | | | | | | | |
| 1567 | DYNEGY ENERGY SERVICES | 32103016101 | 10300 ROOSEVELT ROAD | 10/31/2016 | 352.91 | .00 | | |
| 1567 | DYNEGY ENERGY SERVICES | 32103216101 | 10300 ROOSEVELT ROAD | 10/31/2016 | 515.05 | .00 | | |
| Total DYNEGY ENERGY SERVICES: | | | | | 867.96 | .00 | | |
| ENGINEERING SOLUTIONS TEAM | | | | | | | | |
| 1850 | ENGINEERING SOLUTIONS TE | 1A | PW - 2017 CAPITAL IMPROVEM | 11/08/2016 | 3,000.00 | .00 | | |
| Total ENGINEERING SOLUTIONS TEAM: | | | | | 3,000.00 | .00 | | |
| ENTERPRISE NEWSPAPERS, INC. | | | | | | | | |
| 368 | ENTERPRISE NEWSPAPERS, I | 110943 | NEWSLETTER 11/16 | 11/07/2016 | 2,048.00 | .00 | | |
| Total ENTERPRISE NEWSPAPERS, INC.: | | | | | 2,048.00 | .00 | | |
| FIRST COMMUNICATIONS LLC | | | | | | | | |
| 399 | FIRST COMMUNICATIONS LLC | 13260859 | ADMIN SERVICE | 11/05/2016 | 162.47 | .00 | | |
| 399 | FIRST COMMUNICATIONS LLC | 13260859 | FD - SERVICE | 11/05/2016 | 348.15 | .00 | | |
| 399 | FIRST COMMUNICATIONS LLC | 13260859 | PD - SERVICE | 11/05/2016 | 348.15 | .00 | | |
| 399 | FIRST COMMUNICATIONS LLC | 13260859 | PW - SERVICE | 11/05/2016 | 81.24 | .00 | | |
| 399 | FIRST COMMUNICATIONS LLC | 13260859 | BLDG - SERVICE | 11/05/2016 | 58.02 | .00 | | |
| 399 | FIRST COMMUNICATIONS LLC | 13260859 | PW - SERVICE | 11/05/2016 | 162.47 | .00 | | |
| Total FIRST COMMUNICATIONS LLC: | | | | | 1,160.50 | .00 | | |
| GEORGE'S AUTO SERVICE | | | | | | | | |
| 437 | GEORGE'S AUTO SERVICE | 47839 | PD tires | 09/26/2016 | 96.00 | .00 | | |
| Total GEORGE'S AUTO SERVICE: | | | | | 96.00 | .00 | | |
| GNP ENERGY | | | | | | | | |
| 448 | GNP ENERGY | 2035 | PW - STREET LIGHT PARTS | 11/11/2016 | 730.00 | .00 | | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|---|-----------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|--------|
| Total GNP ENERGY: | | | | | 730.00 | .00 | | |
| GOVERNMENT FINANCE OFFICERS AS | | | | | | | | |
| 453 | GOVERNMENT FINANCE OFFIC | 2813594 | CERTIFICATE OF ACHIEVEMEN | 10/31/2016 | 65.00 | .00 | | |
| Total GOVERNMENT FINANCE OFFICERS AS: | | | | | 65.00 | .00 | | |
| ILLINOIS ASSOCIATION OF CHIEFS OF POLICE | | | | | | | | |
| 1831 | ILLINOIS ASSOCIATION OF CHI | 14437 | PD - MEMBERSHIP | 11/08/2016 | 95.00 | .00 | | |
| 1831 | ILLINOIS ASSOCIATION OF CHI | 2016-1776 | PD - 2017 MEMBERSHIP ILACP | 11/03/2016 | 220.00 | .00 | | |
| Total ILLINOIS ASSOCIATION OF CHIEFS OF POLICE: | | | | | 315.00 | .00 | | |
| ILLINOIS MUNICIPAL LEAGUE | | | | | | | | |
| 537 | ILLINOIS MUNICIPAL LEAGUE | 111616 | MEMBERSHIP DUES 2017 | 11/16/2016 | 1,500.00 | .00 | | |
| Total ILLINOIS MUNICIPAL LEAGUE: | | | | | 1,500.00 | .00 | | |
| IRON MOUNTAIN | | | | | | | | |
| 564 | IRON MOUNTAIN | NDE9887 | MONTHLY DOCUMENT STORA | 10/31/2006 | 180.00 | .00 | | |
| Total IRON MOUNTAIN: | | | | | 180.00 | .00 | | |
| JIMMY'S MOBILE TIRE REPAIR | | | | | | | | |
| 1860 | JIMMY'S MOBILE TIRE REPAIR | 1559 | PW - # 47 SWEEPER | 10/13/2016 | 730.00 | .00 | | |
| Total JIMMY'S MOBILE TIRE REPAIR: | | | | | 730.00 | .00 | | |
| KLEIN, THORPE AND JENKINS, LTD | | | | | | | | |
| 654 | KLEIN, THORPE AND JENKINS, | 185879 | BFPC LEGAL SVCS | 11/16/2016 | 997.40 | .00 | | |
| Total KLEIN, THORPE AND JENKINS, LTD: | | | | | 997.40 | .00 | | |
| KONICA MINOLTA | | | | | | | | |
| 1638 | KONICA MINOLTA | 9002877826 | COPIER /SCANNER RENTAL | 10/31/2016 | 268.10 | .00 | | |
| Total KONICA MINOLTA: | | | | | 268.10 | .00 | | |
| KYLE BRIGHT | | | | | | | | |
| 2030 | KYLE BRIGHT | 111516 | REFUND OVERPAID H2O | 11/15/2016 | 163.84 | .00 | | |
| Total KYLE BRIGHT: | | | | | 163.84 | .00 | | |
| LA GRANGE PARK ACE HARDWARE | | | | | | | | |
| 662 | LA GRANGE PARK ACE HARDW | 20014 | SUPPLIES | 10/31/2016 | 302.29 | .00 | | |
| 662 | LA GRANGE PARK ACE HARDW | 20014 | SUPPLIES | 10/31/2016 | 87.28 | .00 | | |
| Total LA GRANGE PARK ACE HARDWARE: | | | | | 389.57 | .00 | | |
| MARTIN O'MALLEY | | | | | | | | |
| 2027 | MARTIN O'MALLEY | 111116 | ADJUDICATION DISMISSED | 11/11/2016 | 500.00 | 500.00 | 11/14/2016 | |
| Total MARTIN O'MALLEY: | | | | | 500.00 | 500.00 | | |
| MUNICIPAL & FINANCIAL SERVICES GROUP | | | | | | | | |
| 1735 | MUNICIPAL & FINANCIAL SERVI | 16-066 | PW - SEWER WATER RATE ST | 05/05/2016 | 1,080.00 | .00 | | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|---|-----------------------------|----------------|----------------------------|--------------|--------------------|-------------|------------|--------|
| 1735 | MUNICIPAL & FINANCIAL SERVI | 16-097 | PW - SEWER WATER RATE ST | 08/03/2016 | 2,390.00 | .00 | | |
| Total MUNICIPAL & FINANCIAL SERVICES GROUP: | | | | | 3,470.00 | .00 | | |
| NICK BURKARD | | | | | | | | |
| 2026 | NICK BURKARD | 111016 | OVERPAYMENT H2O | 11/10/2016 | 95.01 | 95.01 | 11/14/2016 | |
| Total NICK BURKARD: | | | | | 95.01 | 95.01 | | |
| OFFICE DEPOT | | | | | | | | |
| 834 | OFFICE DEPOT | 875003617001 | ADMIN - OFFICE SUPPLIES | 10/28/2016 | 18.88 | .00 | | |
| 834 | OFFICE DEPOT | 875003617001 | BLDG - OFFICE SUPPLIES | 10/28/2016 | 57.98 | .00 | | |
| 834 | OFFICE DEPOT | 875003617002 | ADMIN - OFFICE SUPPLIES | 11/03/2016 | 4.53 | .00 | | |
| 834 | OFFICE DEPOT | 876601993001 | ADMIN - OFFICE SUPPLIES | 11/03/2016 | 29.97 | .00 | | |
| 834 | OFFICE DEPOT | 876601993001 | BLDG - OFFICE SUPPLIES | 11/03/2016 | 71.22 | .00 | | |
| 834 | OFFICE DEPOT | 876601993001 | PW - OFFICE SUPPLIES | 11/03/2016 | 3.28 | .00 | | |
| Total OFFICE DEPOT: | | | | | 185.86 | .00 | | |
| PARTS3, LLC / GABRIEL SALES CO | | | | | | | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 47764 | PW - GARAGE | 10/12/2016 | 36.84 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 47796 | PD - # 585 | 10/13/2016 | 53.40 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 47852 | PW - GARAGE | 10/14/2016 | 7.38 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 47853 | PD - # 872 | 10/14/2016 | 65.60 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 47854 | PD - # 872 | 10/14/2016 | 19.94 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 47990 | PW - # 44 & 9 | 10/18/2016 | 115.58 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 48055 | PW - # 5 | 10/19/2016 | 38.60 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 48325 | PW - # 27 | 10/25/2016 | 91.32 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 48326 | PW - # 44 | 10/25/2016 | 35.94 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 48327 | PW - GARAGE | 10/25/2016 | 86.53 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 48336 | PW - # 27 | 10/25/2016 | 10.59 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 48376 | PW - # 12 | 10/26/2016 | 23.53 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 48377 | PW - # 27 | 10/26/2016 | 10.59 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 48435 | PW - SPREADER | 10/27/2016 | 25.50 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 48491 | PW - # 21 & 45 | 10/28/2016 | 85.72 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 48499 | PW - # 27 | 10/28/2016 | 245.52 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 48500 | PW - GARAGE | 10/28/2016 | 193.97 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 48586 | PD - # 588 | 10/31/2016 | 31.20 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 48589 | FD - AMBULANCE # 25 | 10/31/2016 | 368.28 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 48719 | PW - TRAILERS | 11/02/2016 | 216.44 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 48771 | PW - # 27 | 11/04/2016 | 13.30 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 48930 | PW - #303 11 | 11/08/2016 | 233.42 | .00 | | |
| 848 | PARTS3, LLC / GABRIEL SALES | 48949 | PW - # 585 | 11/08/2016 | 245.88 | .00 | | |
| Total PARTS3, LLC / GABRIEL SALES CO: | | | | | 2,255.07 | .00 | | |
| PETTY CASH | | | | | | | | |
| 866 | PETTY CASH | 111616 | ADMIN - CAKE/RECYCLING EVE | 11/16/2016 | 66.89 | .00 | | |
| 866 | PETTY CASH | 111616 | FD - CHIEFS LUNCHEON | 11/16/2016 | 60.00 | .00 | | |
| 866 | PETTY CASH | 111616 | FD - PARKING | 11/16/2016 | 5.00 | .00 | | |
| 866 | PETTY CASH | 111616 | FD - LUNCH | 11/16/2016 | 57.38 | .00 | | |
| 866 | PETTY CASH | 111616 | VOLUNTEER LUNCH | 11/16/2016 | 20.00 | .00 | | |
| Total PETTY CASH: | | | | | 209.27 | .00 | | |
| POWERS 24-HOUR TOWING SERVICE | | | | | | | | |
| 886 | POWERS 24-HOUR TOWING SE | 242119 | PW - TOWING | 04/15/2016 | 312.50 | .00 | | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|--------------------------------------|----------------------------|----------------|--------------------------|--------------|-----------------------|-------------|------------|--------|
| Total POWERS 24-HOUR TOWING SERVICE: | | | | | 312.50 | .00 | | |
| RICMAR INDUSTRIES, INC | | | | | | | | |
| 944 | RICMAR INDUSTRIES, INC | 324161 | PW - SUPPLIES | 10/20/2016 | 153.99 | .00 | | |
| Total RICMAR INDUSTRIES, INC: | | | | | 153.99 | .00 | | |
| ROYAL PUBLISHING | | | | | | | | |
| 2022 | ROYAL PUBLISHING | 7828921 | 2016 ST BEDE @ ST JOSEPH | 11/01/2016 | 225.00 | .00 | | |
| Total ROYAL PUBLISHING: | | | | | 225.00 | .00 | | |
| RUSSO POWER EQUIPMENT | | | | | | | | |
| 969 | RUSSO POWER EQUIPMENT | 3556743 | PW - SUPPLIES | 10/28/2016 | 108.42 | .00 | | |
| 969 | RUSSO POWER EQUIPMENT | 3556749 | PW - SUPPLIES | 10/28/2016 | 102.38 | .00 | | |
| 969 | RUSSO POWER EQUIPMENT | 3556756 | PW - SUPPLIES | 10/28/2016 | 42.50 | .00 | | |
| Total RUSSO POWER EQUIPMENT: | | | | | 253.30 | .00 | | |
| SECRETARY OF STATE | | | | | | | | |
| 991 | SECRETARY OF STATE | 110916 | PD - PLATE TRANSFER | 11/09/2016 | 95.00 | 95.00 | 11/09/2016 | |
| 991 | SECRETARY OF STATE | 111616 | PD - PLATE RENEWAL | 11/16/2016 | 101.00 | 101.00 | 11/17/2016 | |
| Total SECRETARY OF STATE: | | | | | 196.00 | 196.00 | | |
| SHERIE BOLACK | | | | | | | | |
| 2029 | SHERIE BOLACK | 110316 | H20 REFUND OVERPAYMENT | 11/03/2016 | 11.50 | .00 | | |
| Total SHERIE BOLACK: | | | | | 11.50 | .00 | | |
| STANDARD EQUIPMENT COMPANY | | | | | | | | |
| 1031 | STANDARD EQUIPMENT COMP | C17078 | PW - SWEEPER | 10/14/2016 | 579.36 | .00 | | |
| Total STANDARD EQUIPMENT COMPANY: | | | | | 579.36 | .00 | | |
| STATE TREASURER | | | | | | | | |
| 1038 | STATE TREASURER | 50959 | TRAFFIC LIGHTS | 11/01/2016 | 4,046.25 | .00 | | |
| Total STATE TREASURER: | | | | | 4,046.25 | .00 | | |
| STEVEN STELTER | | | | | | | | |
| 2028 | STEVEN STELTER | 110816 | TRAVEL REIMBURSEMENT | 11/08/2016 | 1,136.93 | .00 | | |
| Total STEVEN STELTER: | | | | | 1,136.93 | .00 | | |
| STORINO RAMELLO & DURKIN | | | | | | | | |
| 1051 | STORINO RAMELLO & DURKIN | 110116 | LEGAL SVCS 10/2016 | 11/01/2016 | 31,301.99 | .00 | | |
| 1051 | STORINO RAMELLO & DURKIN | 70935 | MONTHLY RETAINER 10-2016 | 10/31/2016 | 600.00 | .00 | | |
| Total STORINO RAMELLO & DURKIN: | | | | | 31,901.99 | .00 | | |
| THIRD MILLENNIUM ASSOC. INC | | | | | | | | |
| 1096 | THIRD MILLENNIUM ASSOC. IN | 20037 | UTILITY BILLING | 11/03/2016 | 1,498.11 | .00 | | |
| Total THIRD MILLENNIUM ASSOC. INC: | | | | | 1,498.11 | .00 | | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|-------------------------------|------------------------|----------------|--------------------------|--------------|--------------------|-------------|------------|--------|
| U.S. BANK | | | | | | | | |
| 1875 | U.S. BANK | 330049 | DEBIT SERVICE PAYMENT | 11/01/2016 | 17,490.00 | .00 | | |
| 1875 | U.S. BANK | 330049 | DEBIT SERVICE PAYMENT | 11/01/2016 | 165,000.00 | .00 | | |
| 1875 | U.S. BANK | 330049 | DEBIT SERVICE PAYMENT | 11/01/2016 | 74,023.75 | .00 | | |
| 1875 | U.S. BANK | 330049 | DEBIT SERVICE PAYMENT | 11/01/2016 | 150,000.00 | .00 | | |
| Total U.S. BANK: | | | | | 406,513.75 | .00 | | |
| UNITED LABORATORIES | | | | | | | | |
| 1133 | UNITED LABORATORIES | INV171234 | PW - GARAGE SUPPLIES | 10/28/2016 | 363.72 | .00 | | |
| Total UNITED LABORATORIES: | | | | | 363.72 | .00 | | |
| VERIZON WIRELESS | | | | | | | | |
| 1152 | VERIZON WIRELESS | 9775196355 | PW - CELLULAR CHGS | 11/10/2016 | 150.95 | .00 | | |
| 1152 | VERIZON WIRELESS | 9775196355 | PW - CELLULAR CHGS | 11/10/2016 | 150.95 | .00 | | |
| 1152 | VERIZON WIRELESS | 9775196355 | PD - CELLULAR CHGS | 11/10/2016 | 630.36 | .00 | | |
| 1152 | VERIZON WIRELESS | 9775196355 | BD - CELLULAR CHGS | 11/10/2016 | 92.64 | .00 | | |
| 1152 | VERIZON WIRELESS | 9775196355 | ADMIN - CELLULAR CHGS | 11/10/2016 | 326.52 | .00 | | |
| 1152 | VERIZON WIRELESS | 9775196355 | FD - CELLULAR CHGS | 11/10/2016 | 336.55 | .00 | | |
| Total VERIZON WIRELESS: | | | | | 1,687.97 | .00 | | |
| WEST SIDE EXCHANGE | | | | | | | | |
| 1186 | WEST SIDE EXCHANGE | S39064 | PW - FUEL PUMP | 10/17/2016 | 124.97 | .00 | | |
| Total WEST SIDE EXCHANGE: | | | | | 124.97 | .00 | | |
| WHOLESALE DIRECT INC | | | | | | | | |
| 1212 | WHOLESALE DIRECT INC | 000223852 | PW - #44 | 10/18/2016 | 252.51 | .00 | | |
| 1212 | WHOLESALE DIRECT INC | 000223918 | PW - GARAGE | 10/19/2016 | 425.17 | .00 | | |
| 1212 | WHOLESALE DIRECT INC | 3450020 | PW - GARAGE | 10/31/2016 | 1,205.02 | .00 | | |
| Total WHOLESALE DIRECT INC: | | | | | 1,882.70 | .00 | | |
| WILLIAM A TAYLOR | | | | | | | | |
| 2024 | WILLIAM A TAYLOR | 101716 | HOME FOLLD PROOFING REIM | 10/17/2016 | 1,000.00 | 1,000.00 | 11/14/2016 | |
| Total WILLIAM A TAYLOR: | | | | | 1,000.00 | 1,000.00 | | |
| XCLUTEL COMMUNICATIONS | | | | | | | | |
| 1223 | XCLUTEL COMMUNICATIONS | 24527 | MONTHLY CHARGES | 11/04/2016 | 313.39 | .00 | | |
| Total XCLUTEL COMMUNICATIONS: | | | | | 313.39 | .00 | | |
| Grand Totals: | | | | | 1,165,026.70 | 2,801.01 | | |

| Vendor | Vendor Name | Invoice Number | Description | Invoice Date | Net Invoice Amount | Amount Paid | Date Paid | Voided |
|--------|-------------|----------------|-------------|--------------|-----------------------|-------------|-----------|--------|
|--------|-------------|----------------|-------------|--------------|-----------------------|-------------|-----------|--------|

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Paid and unpaid invoices included.

ORDINANCE NO. 2016-_____

**AN ORDINANCE PROVIDING FOR THE LEVY, ASSESSMENT AND
COLLECTION OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2016
AND ENDING APRIL 30, 2017, FOR THE VILLAGE OF WESTCHESTER,
COUNTY OF COOK, STATE OF ILLINOIS**

BE IT ORDAINED BY THE President and Board of Trustees of the Village of Westchester, Cook County, Illinois, as follows:

SECTION ONE: The total amount of the budget legally made for all corporate and special purposes of this Village and for the Westchester Public Library to be provided for from the tax levy for the fiscal year commencing on the first day of May 2016, and ending on the thirtieth day of April 2017, is hereby ascertained by the corporate authorities of this Village to be the sum of Seven Million Eight Hundred Forty-Four Thousand Eight Hundred Ninety-Eight Dollars (\$7,844,898).

SECTION TWO: Seven Million Eight Hundred Forty-Four Thousand Eight Hundred Ninety-Eight Dollars (\$7,844,898), being the total amount of said budget to be provided for by the tax levy for current fiscal year, is levied on all property subject to taxation within this Village of Westchester, as that property is assessed and equalized for State and County purposes for the current year. The purposes for which said budget has been made and the amount budgeted for each of said purposes, for the fiscal year beginning the first day of May 2016, are summarized as follows, with detail showing the amount of the tax so levied for the current fiscal year being set forth in the last column on the right, under the heading, "Amount to be Raised by Tax Levy":

| | | Amount Budgeted | Amount to be Received from Other Sources | Amount to be Raised by Tax Levy |
|---------------------------|-------------------------|--------------------|--|---------------------------------------|
| <u>Corporate Tax Levy</u> | | | | |
| Administration/Finance | Salaries | \$ 370,051 | \$ 166,756 | \$ 203,295 |
| | Benefits | 143,237 | 64,547 | 78,690 |
| | Contractual Services | 384,660 | 384,660 | - |
| | Legal Costs | 235,400 | 235,400 | - |
| | Materials & Supplies | 77,000 | 77,000 | - |
| | Capital Outlay | 5,000 | 5,000 | - |
| | Debt Payments | 10,364 | - | 10,364 |
| | | <hr/> 1,225,712 | <hr/> 933,363 | <hr/> 292,349 |
| Planning & Zoning | Contractual Services | <hr/> 2,600 | <hr/> 2,600 | <hr/> - |
| Community Development | Salaries | 159,915 | 4,426 | 155,489 |
| | Benefits | 28,857 | 24,446 | 4,411 |
| | Contractual Services | 410,985 | 410,985 | - |
| | Materials & Supplies | 6,700 | 6,700 | - |
| | | <hr/> 606,457 | <hr/> 446,557 | <hr/> 159,900 |

| | | | | |
|---|----------------------|------------------|------------------|------------------|
| Fire & Police Commission | Contractual Services | 26,965 | 26,965 | - |
| | Materials & Supplies | 250 | 250 | - |
| | | 27,215 | 27,215 | - |
| Emergency Management (EMA) | Salaries | 2,400 | 2,400 | - |
| | Contractual Services | 800 | 800 | - |
| | Materials & Supplies | 1,825 | 1,825 | - |
| | | 5,025 | 5,025 | - |
| Public Works | Salaries | 680,473 | 378,451 | 302,022 |
| | Benefits | 179,042 | 99,576 | 79,466 |
| | Contractual Services | 704,075 | 704,075 | - |
| | Materials & Supplies | 163,400 | 163,400 | - |
| | Capital Outlay | 645,000 | 645,000 | - |
| | Debt Payments | 129,263 | 0 | 129,263 |
| | 2,501,253 | 1,990,502 | 510,751 | |
| Total Corporate Tax Levy | | 4,368,262 | 3,405,262 | 963,000 |
| <u>Police Protection Tax Levy</u> | | | | |
| Police | Salaries | 3,256,983 | 1,849,364 | 1,407,619 |
| | Benefits | 677,838 | 561,069 | 116,769 |
| | Contractual Services | 275,576 | 275,576 | - |
| | Materials & Supplies | 130,235 | 130,235 | - |
| | Capital Outlay | 26,214 | 26,214 | - |
| | Debt Payments | 41,612 | - | 41,612 |
| Total Police Protection Tax Levy | | 4,408,458 | 2,842,458 | 1,566,000 |
| <u>Fire Protection Tax Levy</u> | | | | |
| Fire | Salaries | 2,597,876 | 1,529,161 | 1,068,715 |
| | Benefits | 639,388 | 513,103 | 126,285 |
| | Contractual Services | 308,593 | 308,593 | - |
| | Materials & Supplies | 84,900 | 84,900 | - |
| | Capital Outlay | 48,560 | 48,560 | - |
| | Debt Payments | 91,738 | 1,738 | 90,000 |
| Total Fire Protection Tax Levy | | 3,771,055 | 2,486,055 | 1,285,000 |

| | | | | |
|-------------------------------|----------------------|----------------------|---------------------|--------------------|
| Total Street & Bridge | Materials & Supplies | 135,000 | 84,000 | 51,000 |
| Total IMRF Pension | Benefits | 217,396 | 14,396 | 203,000 |
| Total Social Security | Benefits | 198,901 | 25,901 | 173,000 |
| Total Police Pension | Benefits | 1,075,000 | 30,000 | 1,045,000 |
| Total Fire Pension | Benefits | 916,000 | - | 916,000 |
| Total Auditing | Contractual Services | 17,538 | 38 | 17,500 |
| Total Liability Insurance | Contractual Services | 395,000 | 55,200 | 339,800 |
| TOTAL SPECIAL PURPOSES | | 11,134,348 | 5,538,048 | 5,596,300 |
| TOTAL LEVY-VILLAGE | | \$ 15,502,610 | \$ 8,943,310 | \$6,559,300 |

| | Amount Budgeted | Amount to be Received from Other Sources | Amount to be Raised by Tax Levy |
|---|----------------------|--|---------------------------------|
| <u>Westchester Public Library</u> | | | |
| Salaries | 773,216 | - | 773,216 |
| Contract Services , PR, Adv | 55,755 | - | 55,755 |
| Maintenance - Building & Grounds | 78,925 | - | 78,925 |
| Maintenance - Library & Office | 29,306 | - | 29,306 |
| Library Books & Equipment | 230,196 | - | 230,196 |
| | 1,167,398 | - | 1,167,398 |
| Library IMRF | 54,764 | - | 54,764 |
| Social Security | 52,483 | - | 52,483 |
| Liability Insurance | 10,953 | - | 10,953 |
| Total Public Library | 1,285,598 | - | 1,285,598 |
| Total Levy - Village and Library | \$ 16,788,208 | \$ 8,943,310 | \$ 7,844,898 |

Tax Levy Summary -

Village:

| | |
|------------------------|-------------------|
| Corporate | \$ 963,000 |
| Police Protection | \$1,566,000 |
| Fire Protection | \$1,285,000 |
| Street & Bridge | \$ 51,000 |
| IMRF Pension | \$ 203,000 |
| Social Security | \$ 173,000 |
| Police Pension | \$1,045,000 |
| Fire Pension | \$ 916,000 |
| Auditing | \$ 17,500 |
| Liability Insurance | <u>\$ 339,800</u> |
| Total Village Tax Levy | \$6,559,300 |

Westchester Public Library

| | |
|---------------------|------------------|
| Public Library | \$1,167,398 |
| IMRF | \$ 54,764 |
| Social Security | \$ 52,483 |
| Liability Insurance | <u>\$ 10,953</u> |
| Total Library | \$1,285,598 |

Total Levy – \$7,844,898
Village and Library

SECTION THREE: The Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois.

SECTION FOUR: If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of such item on the remaining portion of this Ordinance.

SECTION FIVE: This Ordinance shall be in force and effect after its passage, approval and publication in pamphlet form as provided by law.

ADOPTED this 22nd day of November, 2016, pursuant to a roll call vote as follows:

| | | | |
|--------------------|-------|----------------|-------|
| Angelo A. Calcagno | _____ | Celestine Reda | _____ |
| Carl Celestino | _____ | Nick Steker | _____ |
| Frank Perry | _____ | Tom Yurkovich | _____ |

President Pulia _____

APPROVED this 22nd day of November, 2016.

Sam D. Pulia, Village President

ATTEST:

Sherby J. Miller, Village Clerk

ORDINANCE NO. 2016-_____

**AN ORDINANCE ABATING THE 2016 TAX LEVY FOR THE
\$3,500,000 VILLAGE OF WESTCHESTER, COOK COUNTY, ILLINOIS
TAXABLE GENERAL OBLIGATION BONDS (MOTOR FUEL TAX
ALTERNATE REVENUE SOURCE), SERIES 2010A**

WHEREAS, on May 11, 2010 the Village of Westchester (the “Village”) adopted Ordinance No. 2010-1852, entitled “An Ordinance authorizing and providing for the issuance of not to exceed \$3,700,000 Taxable General Obligation Bonds (Motor Fuel Tax Alternate Revenue Source), Series 2010A of the Village of Westchester, Cook County, Illinois, and for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds” (the “Series 2010A Bonds”); and

WHEREAS, the Village, pursuant to the Notification of Sale and Bond Order dated May 18, 2010 and filed with the Cook County Clerk on May 27, 2010 (the “Series 2010A Bond Order”), issued the Series 2010A Bonds in the amount of \$3,500,000; and

WHEREAS, the corporate authorities of the Village have determined that there is sufficient revenue available to allow for the abatement of the 2016 tax levy for the Series 2010A Bonds.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Westchester, Cook County, Illinois, as follows:

SECTION ONE: The recitals set forth above are found to be true and correct and are incorporated herein by specific reference.

SECTION TWO: The \$247,769.64 tax levy set forth in the Series 2010A Bond Order for the 2016 tax levy year is hereby abated in its entirety.

SECTION THREE: The Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois.

SECTION FOUR: This Ordinance shall be in full force and effect, from and after its passage and approval as provided by law.

ADOPTED this 22nd day of November, 2016, pursuant to a roll call vote as follows:

| | | | |
|--------------------|-------|----------------|-------|
| Angelo A. Calcagno | _____ | Celestine Reda | _____ |
| Carl C. Celestino | _____ | Nick Steker | _____ |
| Frank Perry | _____ | Tom Yurkovich | _____ |

President Pulia _____

APPROVED this 22nd day of November, 2016.

Sam D. Pulia, Village President

ATTEST:

Sherby J. Miller, Village Clerk

ORDINANCE NO. 2016-_____

**AN ORDINANCE ABATING THE 2016 TAX LEVY FOR THE
\$1,610,000 VILLAGE OF WESTCHESTER, COOK COUNTY, ILLINOIS
TAXABLE GENERAL OBLIGATION BONDS (WATER AND SEWER
ALTERNATE REVENUE SOURCE), SERIES 2010B**

WHEREAS, on May 27, 2010, the Village adopted Ordinance No. 2010-1853 entitled “An Ordinance authorizing and providing for the issuance of not to exceed \$1,700,000 [Taxable] General Obligation Bonds (Water and Sewer Alternate Revenue Source), Series 2010B of the Village of Westchester, Cook County, Illinois, and for the levy of a direct annual tax sufficient to pay the principal of and interest on said bonds” (the “Series 2010B Bonds”); and

WHEREAS, the Village, pursuant to the Notification of Sale and Bond Order dated May 18, 2010 and filed with the Cook County Clerk on May 27, 2010 (the “Series 2010B Bond Order”), issued the Series 2010B Bonds in the amount of \$1,610,000; and

WHEREAS, the corporate authorities of the Village have determined that there is sufficient revenue available to allow for the abatement of the 2016 tax levy for the Series 2010B Bonds.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Westchester, Cook County, Illinois, as follows:

SECTION ONE: The recitals set forth above are found to be true and correct and are incorporated herein by specific reference.

SECTION TWO: The \$189,090.50 tax levy set forth in the Series 2010B Bond Order for the 2016 tax levy year is hereby abated in its entirety.

SECTION THREE: The Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois.

SECTION FOUR: This Ordinance shall be in full force and effect, from and after its passage and approval as provided by law.

ADOPTED this 22nd day of November, 2016, pursuant to a roll call vote as follows:

| | | | |
|--------------------|-------|----------------|-------|
| Angelo A. Calcagno | _____ | Celestine Reda | _____ |
| Carl C. Celestino | _____ | Nick Steker | _____ |
| Frank Perry | _____ | Tom Yurkovich | _____ |

President Pulia _____

APPROVED this 22nd day of November, 2016.

Sam D. Pulia, Village President

ATTEST:

Sherby J. Miller, Village Clerk

ORDINANCE NO. 2016-_____

AN ORDINANCE ABATING THE 2016 TAX LEVY FOR THE \$5,800,000 VILLAGE OF WESTCHESTER, COOK COUNTY, ILLINOIS TAXABLE GENERAL OBLIGATION BONDS (SALES TAX ALTERNATE REVENUE SOURCE), SERIES 2013

WHEREAS, on February 26, 2013, the Village adopted Ordinance No. 2013-1987 entitled “AN ORDINANCE authorizing and providing for the issue of \$5,800,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2013, of the Village of Westchester, Cook County, Illinois for the purpose of financing certain public infrastructure projects, including, but not limited to, acquiring and constructing improvements to municipal roads and streets, access roads, bridges, and sidewalks; waste disposal systems; and water and sewer line extensions, water distribution and purification facilities within the Village; prescribing the details of said bonds; providing for the imposition of taxes sufficient to pay the same and for the collection, segregation and application of certain Village revenues to pay said bonds” (the “Series 2013 Bonds”) and said Ordinance was filed with the Cook County Clerk on March 11, 2013; and

WHEREAS, the corporate authorities of the Village have determined that there is sufficient revenue available from the alternate source to allow for the abatement of the 2016 tax levy for the Series 2013 Bonds.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Westchester, Cook County, Illinois, as follows:

SECTION ONE: The recitals set forth above are found to be true and correct and are incorporated herein by specific reference.

SECTION TWO: The \$409,320.00 tax levy set forth in the Series 2013 Bond Ordinance for the 2016 tax levy year is hereby abated in its entirety.

SECTION THREE: The Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois.

SECTION FOUR: This Ordinance shall be in full force and effect, from and after its passage and approval as provided by law.

ADOPTED this 22nd day of November, 2016, pursuant to a roll call vote as follows:

| | | | |
|--------------------|-------|----------------|-------|
| Angelo A. Calcagno | _____ | Celestine Reda | _____ |
| Carl C. Celestino | _____ | Nick Steker | _____ |
| Frank Perry | _____ | Tom Yurkovich | _____ |

President Pulia _____

APPROVED this 22nd day of November, 2016.

Sam D. Pulia, Village President

ATTEST:

Sherby J. Miller, Village Clerk

ORDINANCE NO. 2016-_____

AN ORDINANCE ABATING THE 2016 TAX LEVY FOR THE \$2,200,000 VILLAGE OF WESTCHESTER, COOK COUNTY, ILLINOIS TAXABLE GENERAL OBLIGATION BONDS (SALES TAX ALTERNATE REVENUE SOURCE), SERIES 2015

WHEREAS, on April 27, 2015, the Village adopted Ordinance No. 2015-2119 entitled “AN ORDINANCE authorizing and providing for the issue of \$2,200,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2015, of the Village of Westchester, Cook County, Illinois for the purpose of financing certain public infrastructure projects, including, but not limited to, acquiring and constructing improvements to municipal roads and streets, access roads, bridges, and sidewalks; waste disposal systems; and water and sewer line extensions, water distribution and purification facilities, storm water drainage and retention facilities, and sewerage treatment facilities within the Village; prescribing the details of said bonds; providing for the imposition of taxes sufficient to pay the same and for the collection, segregation and application of certain Village revenues to pay said bonds” (the “Series 2015 Bonds”) and said Ordinance was filed with the Cook County Clerk on May 11, 2015; and

WHEREAS, the corporate authorities of the Village have determined that there is sufficient revenue available from the alternate source to allow for the abatement of the 2016 tax levy for the Series 2015 Bonds.

NOW, THEREFORE, BE IT ORDAINED, by the President and Board of Trustees of the Village of Westchester, Cook County, Illinois, as follows:

SECTION ONE: The recitals set forth above are found to be true and correct and are incorporated herein by specific reference.

SECTION TWO: The \$150,892.50 tax levy set forth in the Series 2015 Bond Ordinance for the 2016 tax levy year is hereby abated in its entirety.

SECTION THREE: The Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the County Clerk of Cook County, Illinois.

SECTION FOUR: This Ordinance shall be in full force and effect, from and after its passage and approval as provided by law.

ADOPTED this 22nd day of November, 2016, pursuant to a roll call vote as follows:

| | | | |
|--------------------|-------|----------------|-------|
| Angelo A. Calcagno | _____ | Celestine Reda | _____ |
| Carl C. Celestino | _____ | Nick Steker | _____ |
| Frank Perry | _____ | Tom Yurkovich | _____ |

President Pulia _____

APPROVED this 22nd day of November, 2016.

Sam D. Pulia, Village President

ATTEST:

Sherby J. Miller, Village Clerk

RESOLUTION NO. 2016-_____

A RESOLUTION DIRECTING THE COUNTY CLERK TO CALCULATE SEPARATE LIMITING RATES FOR THE TAX LEVY OF THE VILLAGE OF WESTCHESTER, ILLINOIS FOR THE 2016 TAX LEVY YEAR

WHEREAS, pursuant to section 18-195 of the Property Tax Extension Limitation Law, (35 ILCS 200/18-185 et seq.) the corporate authorities of a municipality may request the county clerk to calculate separate limiting rates for the library funds and the aggregate of the other village funds.

WHEREAS, the corporate authorities of the Village of Westchester (the “Village”) have determined that it is in the best interest of the Village to request the Cook County Clerk to calculate separate limiting rates for purposes of the Property Tax Extension Limitation Law.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Westchester, Cook County, Illinois, as follows:

Section 1. Direction to the County Clerk to Calculate Separate Limiting Rates.

The corporate authorities of the Village of Westchester, Illinois, do hereby request and direct the Cook County Clerk to calculate separate limiting rates for the library funds and the aggregate of the other Village funds for the purposes of the Property Tax Extension Limitation Law, (35 ILCS 200/18-185 et seq.) for the Village of Westchester 2016 tax levy.

Section 2. Direction to File Resolution with County Clerk.

The Village Clerk, or her designee, be and is hereby authorized and directed to cause a certified copy of this Resolution to be filed with the Tax Extension Division of the Cook County Clerk’s Office.

Section 3. Effective Date.

This Resolution shall take effect upon its passage, as provided by law.

ADOPTED this 22nd day of November, 2016, pursuant to a roll call vote as follows:

| | | | |
|--------------------|-------|----------------|-------|
| Angelo A. Calcagno | _____ | Celestine Reda | _____ |
| Carl C. Celestino | _____ | Nick Steker | _____ |
| Frank Perry | _____ | Tom Yurkovich | _____ |

President Pulia _____

APPROVED this 22nd day of November, 2016.

Sam D. Pulia, Village President

ATTEST:

Sherby J. Miller, Village Clerk

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE GOVERNING BODY OF THE VILLAGE OF WESTCHESTER AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT WITH PNC EQUIPMENT FINANCE, LLC, AS LESSOR, AND SEPARATE LEASE SCHEDULES THERETO FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the Village of Westchester (the “Lessee”), a body politic and corporate duly organized and existing as a municipal corporation of the State of Illinois, is authorized by the laws of the State of Illinois to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the corporate authorities of the Lessee (the “Board”) has determined that a true and very real need exists for the financing, acquisition and purchase of certain property consisting of the purchase of a 2015 Ford Super Duty F-450 DRW Dump Truck (the “Equipment”) on the terms herein provided; and

WHEREAS, in order to continue with the acquisition of such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease-Purchase Agreement (the “Master Lease”) with PNC Equipment Finance, LLC, as lessor (the “Lessor”), substantially in the proposed form presented to the corporate authorities at this meeting, and separate Lease Schedules thereto, substantially in the form attached to the Master Lease; and

WHEREAS, the corporate authorities deem it for the benefit of the Lessee and the efficient and effective administration hereof to enter into the Master Lease and the separate

Lease Schedules relating thereto from time to time as provided in the Master Lease for the financing, purchase, acquisition and leasing of the Equipment, to be therein more specifically described on the terms and conditions provided therein and herein.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Westchester, Cook County, Illinois, as follows:

Section 1. It is hereby found and determined that the terms of the Master Lease (including the form of the Amortization Schedule, which includes the Lease Payment Schedule, attached hereto as Exhibit “A”), in substantially the form presented at this meeting, are in the best interests of the Lessee for the financing, acquisition, purchase and leasing of the Equipment.

Section 2. The form, terms and provisions of the Master Lease (including the form of the Amortization Schedule, attached hereto as Exhibit “A”) are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Village Manager of the Lessee (the “Authorized Officer”) executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officer of the Lessee is hereby authorized and directed to sign and deliver the Master Lease, each Lease Schedule thereto, each Payment Schedule relating thereto and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rent Payments under all Leases entered into pursuant to the Master Lease shall not exceed \$_____ (b) the maximum term under any Lease entered into pursuant to the Master Lease shall not exceed five (5) years; and (c) the maximum interest rate used to determine the interest component of Rent Payments under each Lease shall not exceed 2.421%. The Authorized Officer may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Master

Lease on such terms and conditions as she shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of five (5) years from the date hereof during which the Authorized Officer is authorized to sign and deliver Leases pursuant to the Master Lease and each Lease Schedule (including, but not limited to, the execution and delivery of the certificates contemplated therein) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any other documents required to be delivered in connection with the Master Lease and each Lease Schedule.

Section 3. The Authorized Officer and other officers and employees of the Lessee shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Master Lease and each Lease Schedule (including, but not limited to, the execution and delivery of the certificates contemplated therein, including appropriate arbitrage certifications) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Master Lease and each Lease Schedule.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. *Effective Date.* This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED this 22nd day of November, 2016, pursuant to a roll call vote as follows:

Angelo A. Calcagno _____
Carl C. Celestino _____
Frank Perry _____

Celestine Reda _____
Nick Steker _____
Tom Yurkovich _____

President Pulia _____

APPROVED this 22nd day of November, 2016.

Sam D. Pulia, Village President

ATTEST:

Sherby J. Miller, Village Clerk

EXHIBIT "A"

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR MECHANICAL AND ELECTRICAL IMPROVEMENTS TO THE MAYFAIR RETENTION RESERVOIR IN THE VILLAGE OF WESTCHESTER, IN THE AMOUNT OF \$31,000.00

WHEREAS, Christopher B. Burke Engineering, Ltd. has submitted a proposal to the Village of Westchester (the “Village”) for professional engineering services for the mechanical and electrical improvements to the Mayfair Retention Reservoir within the Village (the “Project”).

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Westchester, Cook County, Illinois, as follows:

Section 1. It is hereby determined that the Village has a satisfactory relationship with Christopher B. Burke Engineering, Ltd., (“CBBEL”), and that it is advisable, necessary and in the public interest that the Village accept the proposal submitted by CBBEL, a copy of which proposal is attached hereto marked as Exhibit “A” and made part hereof (the “Proposal”), to provide the professional engineering services required for the Project.

Section 2. The corporate authorities of the Village hereby accept the Proposal, and the Village President is hereby authorized and directed to execute, on behalf of the Village, the Proposal, for the amount of \$31,000.00.

Section 3. This Resolution shall be in full force and effect upon its passage, as provided by law.

ADOPTED this 22nd day of November, 2016, pursuant to a roll call vote as follows:

| | | | |
|--------------------|-------|----------------|-------|
| Angelo A. Calcagno | _____ | Celestine Reda | _____ |
| Carl C. Celestino | _____ | Nick Steker | _____ |
| Frank Perry | _____ | Tom Yurkovich | _____ |

President Pulia _____

APPROVED this 22nd day of November, 2016.

Sam D. Pulia, Village President

ATTEST:

Sherby J. Miller, Village Clerk

Exhibit “A”

**Professional Engineering Services Agreement
with Christopher B. Burke Engineering, Ltd.**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

November 3, 2016

Village of Westchester
10300 W. Roosevelt Road
Westchester, IL 60154

Attention: Mr. Robert Lewis, PE
Public Works Director

Subject: Proposal for Professional Engineering Services
Mayfair Retention Reservoir Improvements
Village of Westchester

Dear Robert:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for professional engineering services for mechanical/electrical improvements to the Mayfair Retention Reservoir in Westchester, Illinois. Below is our Understanding of Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF ASSIGNMENT

CBBEL understands the Village of Westchester would like plans, specifications and bidding documents prepared for improvements to the existing Mayfair Retention Reservoir and Pump Station. The existing low flow "sump" pumps are in need of replacement along with the existing motor control center (MCC), and electrical subpanel. The sump pumps have recently failed and the MCC is obsolete. The sump pump cords will be terminated at a new junction box to replace the existing receptacles located in the wet well which are susceptible to immersion. New pump controls will be specified along with communication to the Village's existing SCADA system. SCADA system modifications will be required to incorporate the Mayfair Reservoir and Pump Station data into the SCADA system for remote monitoring, including programming, Programmable Logic Controller (PLC) and Operator Interface Terminal (OIT) hardware at the station, as well as possible Input/Output (I/O) card upgrades at the master SCADA computer to accept the additional data. Cleaning (by vactor truck or other means) of the wet well will be required. Dewatering of the reservoir may also be specified/required. New water level monitoring devices for upstream and downstream of the pump station and also in the wet well of the pump station to monitor reservoir elevations will be specified. A new manual transfer switch and means for connecting a portable generator to provide standby power will also be designed.

SCOPE OF SERVICES

Task 1 – Data Collection and Review: CBBEL will review available data provided by the Village of existing conditions and perform a site visit as required to determine existing conditions.

Task 2 – Design of Mechanical and Electrical Improvements: CBBEL will review and calculate pump sizing for the low flow pumps, perform design for MCC, electrical subpanel, pump cord terminal junction box, manual transfer switch, connection of portable generator to MCC, new hatch for stilling well and pump cord entry.

Task 3 – Preparation of Plans, Specifications and Bidding Documents: CBBEL will prepare plans, specifications and bidding documents for the proposed improvements to solicit proposals from qualified contractors.

Task 4 – Opinion of Probable Construction Cost: CBBEL will prepare an opinion of probable construction cost for the proposed improvements and submit to the Village.

Task 5 – Bidding Assistance: CBBEL will attend a pre-bid meeting, respond to contractor's questions prior to bid, prepare addenda, attend a pre-bid meeting with bidders, attend the bid opening, review and tabulate bids, and prepare a recommendation letter for award of contract.

ESTIMATE OF FEE

| | |
|---|----------|
| Task 1 – Data Collection and Review | \$4,000 |
| Task 2 – Design of Mechanical and Electrical Improvements | \$6,000 |
| Task 3 – Preparation of Plans, Specifications and Bidding Documents | \$12,000 |
| Task 4 – Opinion of Probable Construction | \$4,000 |
| Task 5 – Bidding Assistance | \$4,000 |
| Direct Costs | \$1,000 |
| <hr/> | |
| TOTAL | \$31,000 |

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the fee estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding fee estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this proposal as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE
President

JPC/pjb

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS AND CONDITIONS
ACCEPTED FOR VILLAGE OF WESTCHESTER

BY: _____
TITLE: _____
DATE: _____

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CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2014

| <u>Personnel</u> | <u>Charges*</u> <u>(\$/Hr)</u> |
|---|-----------------------------------|
| Principal | 248 |
| Engineer VI | 217 |
| Engineer V | 179 |
| Engineer IV | 143 |
| Engineer III | 129 |
| Engineer I/II | 102 |
| Survey V | 200 |
| Survey IV | 169 |
| Survey III | 144 |
| Survey II | 104 |
| Survey I | 81 |
| Resource Planner V | 112 |
| Resource Planner IV | 108 |
| Resource Planner III | 100 |
| Resource Planner I/II | 88 |
| Engineering Technician V | 169 |
| Engineering Technician IV | 137 |
| Engineering Technician III | 123 |
| Engineering Technician I/II | 100 |
| CAD Manager | 149 |
| Assistant CAD Manager | 130 |
| CAD II | 129 |
| CAD I | 101 |
| GIS Specialist III | 124 |
| GIS Specialist I/II | 69 |
| Landscape Architect | 143 |
| Environmental Resource Specialist V | 183 |
| Environmental Resource Specialist IV | 141 |
| Environmental Resource Specialist III | 118 |
| Environmental Resource Specialist I/II | 97 |
| Environmental Resource Technician | 93 |
| Administrative | 92 |
| Engineering Intern | 55 |
| Survey Intern | 53 |
| Information Technician III | 109 |
| Information Technician I/II | 100 |
| | |
| <u>Direct Costs</u> | |
| Outside Copies, Blueprints, Messenger, Delivery Services, Mileage | Cost + 12% |

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2014.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer 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 arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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.

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.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

June 13, 2005

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