

PUBLIC MEETING NOTICE AND AGENDA
VILLAGE OF HUNTLEY
COMMITTEE OF THE WHOLE MEETING



THURSDAY, MARCH 3, 2011
7:00 P.M.
AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Public Comments
4. Items for Discussion
 - a) Discussion – February 10, 2011 Village Board and February 17, 2011 Committee of the Whole Meeting Minutes
 - b) Discussion – March 10, 2011 Bill List in the amount of \$237,478.39
 - c) Discussion – Village of Huntley Zoning Board of Appeals Member Appointments – Ms. Rhonda Goldman and Ms. Lori Nichols
 - d) Discussion – Resolution (R)2011-03.07 - Execution of an Intergovernmental Agreement between Grafton Township and the Village of Huntley for Senior Transportation Service
 - e) Discussion – Resolution (R)2011-03.08 – Kreutzer Road West Phase I Additional Work and Phase II Engineering Agreement with Civiltech Engineering, Inc.
5. Village Attorney's Report
6. Village Manager's Report
7. Village President's Report
8. Unfinished Business
9. New Business
10. Executive Session
 - a) Probable or Imminent Litigation and Pending Litigation
 - b) Contractual
 - c) Property Acquisition, Purchase, Sale or Lease of Real Estate
 - d) Appointment, Employment, Dismissal, Compensation, Discipline and Performance of an Employee of the Village of Huntley
 - e) Collective Bargaining
 - f) Appointment, Discipline or Removal Public Officers

- g) Appointment of a Public Officer
- h) Review of Closed Session Minutes
- i) Other

11. Possible Action on any Closed Session Item

12. Adjournment

MEETING LOCATION
Village of Huntley Municipal Complex
10987 Main Street
Huntley, IL 60142

The Village of Huntley is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, are requested to contact Mr. David Johnson, Village Manager at 847-515-5200. The Village Board Room is handicap accessible.



David J. Johnson, Village Manager

Agenda Item: **Approval of the February 10, 2011 Village Board Meeting and
February 17, 2011 Committee of the Whole Meeting Minutes**

Department: **Village Manager's Office**

Introduction

The following meeting minutes are being presented for Village Board approval:

- February 10, 2011 Village Board
- February 17, 2011 Committee of the Whole

Action Requested

A motion of the Village Board to approve the above referenced meeting minutes.

**VILLAGE OF HUNTLEY
VILLAGE BOARD MEETING
February 10, 2011
MINUTES**

CALL TO ORDER:

A meeting of the Village Board of the Village of Huntley was called to order on Thursday, February 10, 2011 at 7:00 p.m. in the Municipal Complex, Village Board Room, 10987 Main St., Huntley, Illinois 60142.

ATTENDANCE:

PRESENT: Mayor Charles Sass; Trustees: Pam Fender, Jay Kadakia, Harry Leopold and John Piwko.

ABSENT: Trustees: Niko Kanakaris and Paul Mercer

IN ATTENDANCE: Village Manager David Johnson, Senior Assistant to the Village Manager Lisa Armour, Management Assistant Barbara Read and Village Attorney Mike Coppedge.

PLEDGE OF ALLEGIANCE: Mayor Sass led the Pledge of Allegiance.

PUBLIC COMMENTS: None.

CONSENT AGENDA:

- a) Approval of the January 13, 2011 Village Board Meeting Minutes
- b) Approval of the February 10, 2011 Bill List in the amount of \$176,791.69
- c) Approval of Ordinance (O)2011-02.05 – Granting an Off-Premise Sign Permit for Richmond American Homes
- d) Approval of Resolution (R)2011-02.06 - Granting the issuance of a Temporary Sign Permit and the Waiving of Fees to the Huntley Area Chamber of Commerce for the installation of temporary banners for the Home and Business Expo
- e) Approval of Ordinance (O)2011-02.06 - Petition No. 11-01.2, Bravo Properties LLC, a 5.4± acre unsubdivided parcel in Regency Square lying immediately north of Heritage Woods of Huntley, Requesting approval of (i) Preliminary/Final Plat of Subdivision; (ii) Special Use Permit for a Congregate Care Facility; and (iii) Site Plan Review to allow for development of the Property in accordance with the site plan that has been submitted to, and is on file with, the Village of Huntley, all pursuant to the requirements of the Huntley Zoning Ordinance, including specifically Section 156.204 et seq.
- f) Approval of Ordinance (O) 2011-02.07 - An Ordinance Approving Petition No. 11-01.3 a Map Amendment to rezone the Property from “M” Manufacturing to “B-2” Highway Service Business; Preliminary/Final Plat of Subdivision; Special Use Permit for a Second Hand Store; Site Plan Review; and approval of such relief as may be necessary to allow for development

of the Property in accordance with the site plan submitted to, and on file with, the Village of Huntley, all pursuant to the requirements of the Huntley Zoning Ordinance, including specifically Section 156.204 et seq. for Lot 10 and portion of Lot 9 of the Kreutzer Industrial Park/Goodwill Store

- g) Accept and Place on File the FY2010 Fourth Quarter Financial Reports for the Village of Huntley

Mayor Sass asked if the Village Board had any comments or questions regarding the Consent Agenda; there were none.

A MOTION was made to approve the February 10, 2011 Consent Agenda, as presented.

MOTION: Trustee Leopold
SECOND: Trustee Kadakia
AYES: Trustees Fender, Kadakia, Leopold and Piwko
NAYS: None
ABSENT: Trustees Kanakaris and Mercer
The motion carried: 4-0-2

ITEMS FOR DISCUSSION AND CONSIDERATION:

- a) Approval of the January 20, 2011 Committee of the Whole Meeting Minutes

Mayor Sass asked if the Village Board had any comments or questions regarding the January 20, 2011 Committee of the Whole Meeting Minutes; there were none.

A MOTION was made to approve the January 20, 2011 Committee of the Whole Meeting Minutes, as presented.

MOTION: Trustee Piwko
SECOND: Trustee Fender
AYES: Trustees Fender, Kadakia and Piwko
NAYS: None
ABSENT: Trustees Kanakaris and Mercer
ABSTAIN: Trustee Leopold
The motion carried: 3-0-2-1

- b) Approval to Waive the Formal Bidding Process and Approve Layne –Western Company as a Sole Vendor for the Maintenance and Repair of Well #7 Well Pump

Mayor Sass asked if the Village Board had any comments or questions regarding the request to Waive the Formal Bidding Process and Approve Layne –Western Company as a Sole Vendor for the Maintenance and Repair of Well #7 Well Pump; there were none.

A MOTION was made to Waive the Formal Bidding Process and Approve Layne –Western Company as a Sole Vendor for the Maintenance and Repair of Well #7 Well Pump

MOTION: Trustee Kadakia
SECOND: Trustee Leopold
AYES: Trustees Fender, Kadakia, Leopold and Piwko
NAYS: None
ABSENT: Trustees Kanakaris and Mercer
The motion carried: 4-0-2

VILLAGE ATTORNEY'S REPORT: None

VILLAGE MANAGER'S REPORT:

Trustee Piwko complimented Staff on the good job of cleaning the neighborhoods after the blizzard.

VILLAGE PRESIDENT'S REPORT:

Mayor Sass thanked and commended the Public Works Department for their hard work during the 3rd worst snow storm in history and noted that the Village has learned from this experience.

UNFINISHED BUSINESS: None

NEW BUSINESS:

Trustee Kadakia reported that he attended the McHenry County Water Task Force meeting.

EXECUTIVE SESSION: None

ACTION ON CLOSED SESSION ITEM: None

ADJOURNMENT:

There being no further items to discuss, a **MOTION** was made to adjourn the meeting at 7:06 p.m.

MOTION: Trustee Piwko
SECOND: Trustee Fender
The Voice Vote noted all ayes and the motion carried.

Respectfully submitted,

Barbara Read
Recording Secretary

**VILLAGE OF HUNTLEY
COMMITTEE OF THE WHOLE MEETING
February 17, 2011
MINUTES**

CALL TO ORDER:

A meeting of the Committee of the Whole of the Village of Huntley was called to order on Thursday, February 17, 2011 at 7:00 p.m. in the Municipal Complex, Village Board Room, 10987 Main St., Huntley, Illinois 60142.

ATTENDANCE:

PRESENT: Mayor Charles Sass; Trustees: Pam Fender, Jay Kadakia, Harry Leopold and John Piwko.

ABSENT: Trustees: Niko Kanakaris and Paul Mercer

IN ATTENDANCE: Village Manager David Johnson, Senior Assistant to the Village Manager Lisa Armour, Management Assistant Barbara Read, Director of Development Services Charles Nordman and Village Attorney Mike Coppedge.

PLEDGE OF ALLEGIANCE: Mayor Sass led the Pledge of Allegiance.

PUBLIC COMMENTS: None

ITEMS FOR DISCUSSION:

- a) Discussion – January 27, 2011 Village Board and February 3, 2011 Committee of the Whole Meeting Minutes

Mayor Sass asked if the Committee had any comments or questions; there were none.

It was the consensus of the Committee of the Whole to forward on to the Village Board for approval the January 27, 2011 Village Board and February 3, 2011 Committee of the Whole Meeting Minutes.

- b) Discussion – February 24, 2011 Bill List in the amount of \$561,317.87

Mayor Sass asked if the Committee had any comments or questions; there were none.

It was the consensus of the Committee of the Whole to forward on to the Village Board for approval the February 24, 2011 Bill List in the amount of \$561,317.87.

- c) Discussion – Ordinance (O)2011.2.08 – Reed Road and the Reed Road/Route 47 Intersection Recapture Agreement

Village Manager David Johnson reviewed a Power Point Presentation and reported that in accordance with the Facilities Expansion Agreement (FEA) between the Village and Huntley Venture, the developer of the Talamore Subdivision, Huntley Venture is presenting the Reed Road and Reed Road/Route 47 Intersection recapture agreement for Village Board consideration.

Staff Analysis

The Reed Road and Reed Road/Route 47 intersection improvements provided for the previously unaligned Reed Road/Route 47 intersection to align both east and west of Route 47 producing a single intersection with a traffic signal and improvements to Reed Road which extend approximately 5,550 feet west of Route 47. These improvements replaced the previously off-set intersection of Route 47 and Reed Road. The roadway and intersection improvements provide access to the commercial properties located at the intersection of Route 47/Reed Road as well as access to Talamore and adjoining properties; these improvements are an integral part of the Village Transportation Plan in this portion of the Village. A benefitted property map is attached.

Financial Impact

The total certified cost for Reed Road improvements is \$5,209,263.81 and the certified cost for the Reed Road/Route 47 intersection improvements is \$1,192,055.82. Pursuant to the FEA and other agreements governing the Talamore property the Reed Road and Reed Road/Route 47 intersection improvements affect only two (2) parcels; those being the +/- 40 acre commercial property located at the northwest corner of the Reed Road/Route 47 intersection and the parcel located along the south side of Reed Road immediately west of the Grafton Township office and east of the Talamore property. The total Reed Road recapture amount is \$1,050,958.88 or 20.17% of the total cost and the total Reed Road/Route 47 recapture amount is \$298,013.96 or 25.00% of the total intersection cost.

In accordance with the proposed recapture agreement, the benefitted property owners (or developers) shall pay interest on the recapturable amount at a rate of 10%. Interest for the Reed Road Intersection will begin accruing upon the date of approval of the recapture agreement. Interest for the Reed Road Extension will begin accruing upon Village acceptance of the road improvement.

In addition to the recapture fees and interest, the Village is due a 3% administrative fee for administration of the recapture agreement.

Legal Analysis

Staff and the Village Attorney have reviewed the proposed agreement and all is in order for Village Board consideration.

Mayor Sass asked if the Committee had any comments or questions; there were none.

It was the consensus of the Committee of the Whole to forward on to the Village Board for approval Ordinance (O)2011-2.08 – Reed Road and the Reed Road/Route 47 Intersection Recapture Agreement.

d) Discussion – Comprehensive Plan Update Action Plan

Director of Community Development Charles Nordman reported that as directed by the Village Board in the FY2011 Budget Goals, staff has prepared a draft action plan for updating the Comprehensive Plan. The action plan shall serve as the starting point for discussion and direction by the Village Board. The update to the Comprehensive Plan will be completed by the Village's Development Services Department with assistance from other departments. Additionally, staff has submitted a grant request for technical assistance from the Chicago Metropolitan Agency for Planning (CMAP); however, selection announcements will not be made until March 9, 2011.

Staff Analysis

The Village’s current Comprehensive Plan was adopted on April 22, 2002, and an update to the Land Use Plan was completed on June 23, 2005. The Village’s population has more than doubled since the adoption of the Comprehensive Plan in 2002 and CMAP projections estimate the Village’s population will increase to 44,435 by 2040. An update to the Comprehensive Plan is necessary to reflect development that has occurred since the adoption of the plan in 2002 and to plan for future growth and development that was not anticipated by the current plan.

**VILLAGE OF HUNTLEY
COMPREHENSIVE PLAN UPDATE ACTION PLAN**

| ACTIVITY | SCHEDULE |
|---|--|
| <p>Step 1: Prepare Community Profile Staff will prepare a community profile that shall include a detailed analysis of the following categories:</p> <ul style="list-style-type: none"> ▪ Past Plans (Downtown Plan, TOD Plan) ▪ Housing ▪ Existing Land Use ▪ Community Facilities and Infrastructure ▪ Transportation ▪ Natural Resources | March - April |
| <p>Step 2: Distribute Community Survey A resident questionnaire will be distributed to gather community opinions about future growth and development within the Village.</p> | March - April |
| <p>Step 3: Presentation of Community Profile and Survey Results The community profile and survey results will be presented to the Plan Commission and Village Board.</p> | Late April Meeting Public to be Invited |
| <p>Step 3A: Development of Preliminary Goals, Objectives and Actions The Plan Commission and Village Board will be asked to identify specific goals, objectives and actions to provide direction for planning recommendations.</p> | |
| <p>Step 3B: Identify Subareas The Plan Commission and Village Board will be asked to identify 2- 3 subareas for more detailed land use discussion within the plan.</p> | |
| <p>Step 4: Draft Community Vision Staff will draft a community vision based on responses received as part of the community survey and feedback received in Step 3A.</p> | May |
| <p>Step 5: Prepare Preliminary Subarea Plans Staff will prepare preliminary plans for the subareas identified in Step 3B. Preliminary plans will be created based on the goals, objectives and actions identified by the Plan Commission and Village Board.</p> | May –June |
| <p>Step 6: Presentation of Preliminary Subarea Plans Staff will conduct a workshop with the Plan Commission and Village Board to introduce preliminary plans for the identified subareas. Staff will also present the community vision for review and comment.</p> | June Meeting Public to be Invited |

| ACTIVITY | SCHEDULE |
|---|--|
| <p>Step 7: Staff to Prepare Draft Comprehensive Plan Staff will prepare a draft plan based on feedback received during the previous steps. The draft plan shall include the following elements:</p> <ul style="list-style-type: none"> ▪ Future Land Use ▪ Subarea Plans ▪ Community Facilities and Infrastructure ▪ Transportation ▪ Economic Development ▪ Natural Resources ▪ Implementation Strategy | <p>June - August</p> |
| <p>Step 8: Presentation of Draft Comprehensive Plan A joint meeting of the Village Board and Plan Commission will be held to review the draft plan. This meeting will include the public hearing required before the Plan Commission. Based on feedback received, appropriate revisions will be made to the draft plan.</p> | <p>Late August Meeting Public to be Invited</p> |
| <p>Step 9: Presentation of Final Comprehensive Plan The final Comprehensive Plan will be presented to the Village Board for approval.</p> | <p>September Meeting Public to be Invited</p> |

Mayor Sass asked if the Committee had any comments or questions.

Trustee Piwko asked if the Community Survey would be available on-line; Director Nordman replied yes.

Trustee Fender asked for clarification on what items would be included in the Comprehensive Plan. Director Nordman reported that such items as economic development, transportation and natural resources are just a few things covered in the Comprehensive Plan which is a plan for the entire Village.

Mayor Sass asked if the survey would be sent out to the whole Village; Director Nordman reported that this was the intent.

There were no other comments or questions.

It was the consensus of the Committee of the Whole to forward on to the Village Board for approval the Comprehensive Plan Update Action Plan.

e) Discussion – Proposed Sidewalk Replacement Program

Senior Assistant to the Village Manager Lisa Armour reviewed a Power Point Presentation and reported that as directed by the Village Board in the FY2011 Budget Goals, staff has prepared a draft sidewalk replacement program. The Village receives a number of requests each year from residents in regard to sidewalk replacement. Sidewalks verified as trip hazards are replaced by the Village. However, many of the requests are related to aesthetic issues; therefore, staff has proposed a program that would allow for more sidewalks to be replaced by sharing the cost with the resident.

Staff Analysis

The proposed program would operate as a rebate program. Residents would be eligible for a rebate amount of \$3.50 per square foot for sidewalk repair or replacement, up to a maximum amount of \$500. The \$3.50 per square foot represents 50% of the estimated cost for repair work. For example, a typical sidewalk section is 20 square feet. The amount rebated to the homeowner would be \$70.00 per section. The maximum rebate amount would be \$500.00, which would amount to approximately 7, 20-square foot sections of sidewalk. Placing a limit on the rebate will allow for more residents to participate in the program.

Under the proposed program, residents would complete an application, which would be accepted on a first-come, first-served basis. Residents would hire their own contractors to complete the work. Only sidewalk repaired or replaced within the public right-of-way is eligible for this program.

Financial Impact

The FY2011 budget includes \$20,000 for the program.

Mayor Sass asked if the Committee had any comments or questions.

Trustee Leopold stated that he thought this program would be a good way to assist residents in replacing unsightly sidewalks. Trustee Leopold asked if the contractors hired by residents would need to be a registered contractor with the Village; Ms. Armour replied yes that the contractors would be required to be registered with the Village.

Trustee Piwko asked if the guidelines would be the same for residents on corner lots; Ms. Armour stated that the guidelines would be the same.

Trustee Fender asked if residents received rates that differed from the program would the rebate amount change; Ms. Armour stated that the Village would still rebate the \$3.50 per square foot up to a maximum of \$500.

There were no other comments or questions.

It was the consensus of the Committee of the Whole to forward on to the Village Board for approval the proposed sidewalk replacement program.

VILLAGE ATTORNEY’S REPORT: None

VILLAGE MANAGER’S REPORT: None

VILLAGE PRESIDENT’S REPORT:

Mayor Sass gave a recap of the Centegra Public Hearing which was held in the Board Room on Wednesday, February 16th and thanked Trustees Kadakia and Leopold for attending and thanked Trustee Leopold for reading testimony.

Mayor Sass reported that Village offices will be closed on Monday, February 21st in observation of President’s Day.

Mayor Sass reminded the Board that the next McCOG meeting is on Wednesday, February 23rd.

Mayor Sass reported that the Village will have a booth at the upcoming Huntley Home and Business Expo being held on February 26th and 27th at Marlowe Middle School.

UNFINISHED BUSINESS: None

NEW BUSINESS: None

EXECUTIVE SESSION: None

ACTION ON CLOSED SESSION ITEM: None

ADJOURNMENT:

There being no further items to discuss, a MOTION was made to adjourn the meeting at 7:18 p.m.

MOTION: Trustee Piwko

SECOND: Trustee Fender

The Voice Vote noted all ayes and the motion carried.

Respectfully submitted,

Barbara Read
Recording Secretary

DRAFT

Detail Board Report

DRAFT - SUBJECT TO CHANGE

| <i>Fund</i> | <i>Department</i> | <i>Item Description</i> | <i>Amount</i> |
|-------------------------------------|---------------------|--------------------------------|--------------------|
| A&L GREAT LAKES LABS INC | | | |
| SEWER OPERATING | SEWER FUND | #89720 / SLUDGE TESTING | \$860.10 |
| | | Vendor Total: | \$860.10 |
| A.G.S. REBUILDERS | | | |
| SEWER OPERATING | SEWER FUND | CLUTCH PULLIE MIT ALT #1911 | \$100.00 |
| | | Vendor Total: | \$100.00 |
| ACE HARDWARE | | | |
| GENERAL | BLDGS & GROUNDS | PAINTING SPLS | \$16.57 |
| GENERAL | STRTS/UNDRGRND UTIL | BUSHINGS #1662 | \$10.92 |
| GENERAL | STRTS/UNDRGRND UTIL | LUBE/TEFLON TFE/FASTENER#1692 | \$16.88 |
| SEWER OPERATING | SEWER FUND | PAINTING SPLS | \$18.76 |
| GENERAL | STRTS/UNDRGRND UTIL | ENAMEL PAINT/BONDO #1635 | \$45.48 |
| | | Vendor Total: | \$108.61 |
| AIRGAS NORTH CENTRAL | | | |
| GENERAL | STRTS/UNDRGRND UTIL | #QHD75-CYLINDER OXYGEN | \$30.20 |
| | | Vendor Total: | \$30.20 |
| ALTURA COMMUNICATION | | | |
| MUNICIPAL BUILDINGS | MUNICIPAL BLDGS | MAINT AGRMNT/4/1/11 - 6/30/11 | \$1,512.00 |
| | | Vendor Total: | \$1,512.00 |
| AVRI | | | |
| GENERAL | LEGISLATIVE & EXEC | REPAIR A/V EQUIP/BOARD ROOM | \$210.00 |
| | | Vendor Total: | \$210.00 |
| BACKFLOW SOLUTIONS INC | | | |
| WATER OPERATING | WATER FUND | BSI ONLINE FEE | \$495.00 |
| | | Vendor Total: | \$495.00 |
| BIO-TRON INC | | | |
| GENERAL | POLICE DEPARTMENT | BATTERY/PHILPS FR2 DEFIB(2) | \$390.00 |
| GENERAL | POLICE DEPARTMENT | SHIPPING | \$6.50 |
| | | Vendor Total: | \$396.50 |
| BONNELL INDUSTRIES INC | | | |
| GENERAL | STRTS/UNDRGRND UTIL | CURB SHOES/BOLTS/FLNG LCK NUTS | \$538.14 |
| GENERAL | STRTS/UNDRGRND UTIL | PIVOT BOLT/CYLINDER #1803 | \$591.55 |
| GENERAL | STRTS/UNDRGRND UTIL | HALOGEN LAMP/CYLNDR/BOLT#1693 | \$487.28 |
| | | Vendor Total: | \$1,616.97 |
| C B BURKE ENGINEERING LTD | | | |
| CAPITAL PROJECTS | CIP | PROF SVC/HNTLY 2011 MFT ST PRG | \$4,084.32 |
| STREET IMPROVEMENT | STREET IMPROVEMENT | PROF SVC/HNTLY 2011 MFT ST PRG | \$4,084.32 |
| MOTOR FUEL TAX | MOTOR FUEL TAX | PROF SVC/HNTLY 2011 MFT ST PRG | \$9,983.89 |
| GENERAL | ENGINEERING | PROF SVC/GENERAL RV-CONSTR | \$112.00 |
| ESCROW/RECAPTURE | ESCROW/RECAPTURE | CBB/BILL TO: BRAVO PROPERTIES | \$504.00 |
| STREET IMPROVEMENT | STREET IMPROVEMENT | PROF SVC/UPDATE PVMNT MGMNT R | \$448.00 |
| WATER CAPITAL DEVL | WATER CAPL DEVL | PROF SVC/GIS BASE MAPS&UTILIT | \$7,489.23 |
| | | Vendor Total: | \$26,705.76 |
| CARQUEST | | | |
| GENERAL | STRTS/UNDRGRND UTIL | LUB/CQ LITHIUM 14OZ-SHOP SPLS | \$19.90 |
| GENERAL | STRTS/UNDRGRND UTIL | BATTERY - VEH 1614 | \$89.04 |
| SEWER OPERATING | SEWER FUND | MICRO V BELTS #1911 | \$27.94 |
| SEWER OPERATING | SEWER FUND | AUTO TENSIONER #1911 | \$36.39 |
| SEWER OPERATING | SEWER FUND | RETURN AUTO TENSIONER #1911 | -\$36.39 |

Detail Board Report

DRAFT - SUBJECT TO CHANGE

| <i>Fund</i> | <i>Department</i> | <i>Item Description</i> | <i>Amount</i> |
|---|---------------------|--------------------------------|--------------------|
| Vendor Total: | | | \$136.88 |
| CENTEGRA OCCUPATIONAL MEDICINE | | | |
| GENERAL | FINANCE & H R | EMPLOYEE SCREEN | \$78.40 |
| Vendor Total: | | | \$78.40 |
| CENTURY TILE | | | |
| GENERAL | BLDGS & GROUNDS | CEILING TILE/ DMG TILE AT MC | \$576.00 |
| Vendor Total: | | | \$576.00 |
| CHAMPION WINDOW CO | | | |
| GENERAL | GENERAL FUND | CBOND#20100843 11660 WEMBLEY | \$275.04 |
| Vendor Total: | | | \$275.04 |
| CHICAGO INTERNATIONAL TRUCKS | | | |
| GENERAL | STRTS/UNDRGRND UTIL | CLAMPS #1696 | \$21.87 |
| Vendor Total: | | | \$21.87 |
| COM ED | | | |
| SEWER OPERATING | SEWER FUND | ELECTRIC | \$394.14 |
| GENERAL | STRTS/UNDRGRND UTIL | ELECTRIC | \$98.22 |
| CEMETERY | CEMETERY | ELECTRIC | \$15.06 |
| WATER OPERATING | WATER FUND | ELECTRIC | \$282.81 |
| Vendor Total: | | | \$790.23 |
| CORNERSTONE BAPTIST CHURCH | | | |
| GENERAL | GENERAL FUND | REFUND KEY DEPOSIT O.V.H. | \$25.00 |
| GENERAL | GENERAL FUND | REFUND UNUSED RENT O.V.H. | \$390.00 |
| Vendor Total: | | | \$415.00 |
| DANCE FORCE LLC | | | |
| GENERAL | GENERAL FUND | CBOND#20090729 10995 RUTH RD | \$200.00 |
| Vendor Total: | | | \$200.00 |
| ELMUND & NELSON CO | | | |
| STREET IMPROVEMENT | STREET IMPROVEMENT | ADD STRT LGHTS/MAIN & DUNDEE | \$2,492.50 |
| CAPITAL PROJECTS | CIP | ADD STRT LGHTS/MAIN & DUNDEE | \$2,492.50 |
| LIABILITY INSURANCE | LIABILITY INS | STRT LGHT DMG RPR/INCDNT 12/10 | \$2,042.00 |
| LIABILITY INSURANCE | LIABILITY INS | STRT LGHT DMG RPR/INCDNT 10/10 | \$2,945.00 |
| LIABILITY INSURANCE | LIABILITY INS | STRT LGHT DMG RPR/INCDNT 7/10 | \$3,775.00 |
| GENERAL | STRTS/UNDRGRND UTIL | STREET LIGHT MAINT | \$4,284.50 |
| Vendor Total: | | | \$18,031.50 |
| EXELON ENERGY COMPANY | | | |
| GENERAL | STRTS/UNDRGRND UTIL | ELECTRIC | \$7,926.73 |
| Vendor Total: | | | \$7,926.73 |
| FAITH COMMUNITY CHURCH | | | |
| GENERAL | GENERAL FUND | CBOND#20090557 10547 FAITHS WA | \$200.00 |
| Vendor Total: | | | \$200.00 |
| FILTER RENEW TECHNOLOGIES | | | |
| WATER OPERATING | WATER FUND | FILTER CLEANING #1890 | \$24.00 |
| Vendor Total: | | | \$24.00 |
| FLOWERWOOD GARDEN CENTER INC | | | |
| GENERAL | LEGISLATIVE & EXEC | FLORAL ARRANGEMENT | \$72.50 |
| Vendor Total: | | | \$72.50 |
| G&K SERVICES - ROCKFORD 11TH | | | |
| GENERAL | BLDGS & GROUNDS | #8435001 UNIF SVC2/3,2/10,2/17 | \$45.60 |

Detail Board Report

DRAFT - SUBJECT TO CHANGE

| <i>Fund</i> | <i>Department</i> | <i>Item Description</i> | <i>Amount</i> |
|-------------------------------------|---------------------|--------------------------------|--------------------|
| GENERAL | STRTS/UNDRGRND UTIL | #8435001 UNIF SVC2/3,2/10,2/17 | \$257.31 |
| SEWER OPERATING | SEWER FUND | #8435001 UNIF SVC2/3,2/10,2/17 | \$49.35 |
| WATER OPERATING | WATER FUND | #8435101 UNIF SVC2/3,2/10,2/17 | \$44.55 |
| SEWER OPERATING | SEWER FUND | #8435101 UNIF SVC2/3,2/10,2/17 | \$102.00 |
| Vendor Total: | | | \$498.81 |
| HACH COMPANY | | | |
| WATER OPERATING | WATER FUND | 2283549 PH BUFFER PH #7 | \$30.30 |
| WATER OPERATING | WATER FUND | 1436401 TITRATION CARTRIDGE | \$63.96 |
| WATER OPERATING | WATER FUND | FREIGHT CHARGES | \$36.95 |
| WATER OPERATING | WATER FUND | 2349932 EDTA STD SOLUTION .035 | \$40.35 |
| WATER OPERATING | WATER FUND | 42449 BUFFER SOLUTION HARNESS | \$63.00 |
| WATER OPERATING | WATER FUND | 85199 MANVER POWDER PILLOWS | \$55.16 |
| WATER OPERATING | WATER FUND | 212599 25ML PO4 | \$127.16 |
| WATER OPERATING | WATER FUND | 96299 UNIVER HARDNESS | \$60.36 |
| WATER OPERATING | WATER FUND | 2105569 CL2 FREE PACKETS | \$75.96 |
| WATER OPERATING | WATER FUND | 2546902 POTASSIUM CHLRDE CARTR | \$35.70 |
| Vendor Total: | | | \$588.90 |
| HAWK'S AUTO PARTS INC | | | |
| GENERAL | STRTS/UNDRGRND UTIL | HEAD LIGHT BULBS(SET)-VEH#1618 | \$49.99 |
| GENERAL | STRTS/UNDRGRND UTIL | RETURN BULBS - VEH#1618 | -\$49.99 |
| GENERAL | STRTS/UNDRGRND UTIL | L.E.D. FLASH LGHT/SHOP SPLS | \$18.95 |
| GENERAL | STRTS/UNDRGRND UTIL | WINTER BLADES #1696 - #1602 | \$43.14 |
| SEWER OPERATING | SEWER FUND | RETURN SERV KIT #1908 | -\$40.42 |
| GENERAL | STRTS/UNDRGRND UTIL | FUEL FILTERS - #1690 & STOCK | \$27.30 |
| GENERAL | POLICE DEPARTMENT | WATER PUMP/BELT #2209 | \$81.32 |
| GENERAL | STRTS/UNDRGRND UTIL | CONNECTORS/TRLR LMP KIT#1635 | \$92.44 |
| GENERAL | POLICE DEPARTMENT | HALOGEN BULB #19 | \$16.37 |
| Vendor Total: | | | \$239.10 |
| HD SUPPLY WATERWORKS LTD | | | |
| WATER OPERATING | WATER FUND | MXU'S FOR TRADE (37) | \$4,625.00 |
| WATER OPERATING | WATER FUND | MXU'S FOR TRADE (55) | \$7,095.00 |
| WATER OPERATING | WATER FUND | NEW MXU'S (35) | \$4,865.00 |
| WATER OPERATING | WATER FUND | NEW MXU'S (53) | \$7,367.00 |
| Vendor Total: | | | \$23,952.00 |
| HERITAGE OF HUNTLEY HOA | | | |
| GENERAL | GENERAL FUND | REFUND KEY DEPOSIT O.V.H. | \$25.00 |
| Vendor Total: | | | \$25.00 |
| LINDA HOOTEN | | | |
| GENERAL | POLICE DEPARTMENT | EXP REIMB/TRAINING | \$10.00 |
| Vendor Total: | | | \$10.00 |
| IL PLUMBING INSPECTORS ASSOC | | | |
| GENERAL | DEVELOPMENT SRVCS | IPIA CONFERENCE - TONY | \$100.00 |
| Vendor Total: | | | \$100.00 |
| ILLINOIS CPAA | | | |
| GENERAL | POLICE DEPARTMENT | I C P A / MEMBERSHIP 2011 | \$25.00 |
| Vendor Total: | | | \$25.00 |
| J G UNIFORMS INC | | | |
| GENERAL | POLICE DEPARTMENT | VEST COVERS-RACILA | \$100.00 |
| GENERAL | POLICE DEPARTMENT | SHIPPING | \$10.67 |

Detail Board Report

DRAFT - SUBJECT TO CHANGE

| <i>Fund</i> | <i>Department</i> | <i>Item Description</i> | <i>Amount</i> |
|---|---------------------|----------------------------|--------------------|
| Vendor Total: | | | \$110.67 |
| JOSEPH F. ANTOLAK, D.D.S. | | | |
| LIABILITY INSURANCE | LIABILITY INS | DENTAL CLAIM | \$76.80 |
| Vendor Total: | | | \$76.80 |
| KANE, MCKENNA & ASSOCIATES INC | | | |
| ESCROW/RECAPTURE | ESCROW/RECAPTURE | BILL TO: MERTZ DEV. INC. | \$1,050.00 |
| Vendor Total: | | | \$1,050.00 |
| KIMBALL MIDWEST | | | |
| GENERAL | POLICE DEPARTMENT | MISC VEH MAINT SPLS | \$45.66 |
| GENERAL | STRTS/UNDRGRND UTIL | MISC VEH MAINT SPLS | \$45.66 |
| WATER OPERATING | WATER FUND | MISC VEH MAINT SPLS | \$45.66 |
| SEWER OPERATING | SEWER FUND | MISC VEH MAINT SPLS | \$45.69 |
| Vendor Total: | | | \$182.67 |
| LAKE IN THE HILLS | | | |
| WATER OPERATING | WATER FUND | SW WT DISCHARGE 01/11 | \$51.50 |
| Vendor Total: | | | \$51.50 |
| LOFT HOMES OF WOOD CREEK CONDO | | | |
| GENERAL | GENERAL FUND | REFUND KEY DEPOSIT O.V.H. | \$25.00 |
| GENERAL | GENERAL FUND | REFUND UNUSED RENT O.V.H. | \$15.00 |
| Vendor Total: | | | \$40.00 |
| MATCO TOOLS | | | |
| GENERAL | STRTS/UNDRGRND UTIL | KEYLESS CHUCK PN#157RS5036 | \$93.00 |
| Vendor Total: | | | \$93.00 |
| MCHENRY ANALYTICAL | | | |
| WATER OPERATING | WATER FUND | WATER SAMPLE SERVICE | \$450.00 |
| WATER OPERATING | WATER FUND | WATER SAMPLE SERVICE | \$1,142.00 |
| SEWER OPERATING | SEWER FUND | WATER SAMPLE SERVICE | \$60.00 |
| Vendor Total: | | | \$1,652.00 |
| MEADE ELECTRIC CO INC | | | |
| GENERAL | STRTS/UNDRGRND UTIL | TRAFFIC SIGNAL MAINT | \$650.00 |
| Vendor Total: | | | \$650.00 |
| MENARDS - CARPENTERSVILLE | | | |
| MUNICIPAL BUILDINGS | MUNICIPAL BLDGS | SAMPLE TILES/O.V.H. | \$10.40 |
| Vendor Total: | | | \$10.40 |
| METROPOLITAN INDUSTRIES INC | | | |
| SEWER EQUIP RPLCMNT | SEWER ERF | RAIL GUIDE ACCESSORY KIT | \$147.00 |
| SEWER EQUIP RPLCMNT | SEWER ERF | SHIPPING | \$6.60 |
| Vendor Total: | | | \$153.60 |
| MORTON SALT, INC. | | | |
| GENERAL | STRTS/UNDRGRND UTIL | ROAD SALT (TONS) | \$7,144.19 |
| GENERAL | STRTS/UNDRGRND UTIL | ROAD SALT (TONS) | \$8,485.61 |
| GENERAL | STRTS/UNDRGRND UTIL | ROAD SALT (TONS) | \$6,969.11 |
| GENERAL | STRTS/UNDRGRND UTIL | ROAD SALT (TONS) | \$16,652.46 |
| GENERAL | STRTS/UNDRGRND UTIL | ROAD SALT (TONS) | \$8,534.51 |
| Vendor Total: | | | \$47,785.88 |
| MOTION INDUSTRIES INC | | | |
| SEWER OPERATING | SEWER FUND | CLOSING CAP | \$6.84 |
| SEWER OPERATING | SEWER FUND | SPACER | \$3.42 |

Detail Board Report

DRAFT - SUBJECT TO CHANGE

| <i>Fund</i> | <i>Department</i> | <i>Item Description</i> | <i>Amount</i> |
|-------------------------------|---------------------|-----------------------------|-------------------|
| SEWER OPERATING | SEWER FUND | THRUST BEARING | \$91.53 |
| SEWER OPERATING | SEWER FUND | CIRCLIP | \$2.57 |
| SEWER OPERATING | SEWER FUND | SHIM | \$1.71 |
| SEWER OPERATING | SEWER FUND | FREIGHT | \$9.03 |
| Vendor Total: | | | \$115.10 |
| MICA | | | |
| LIABILITY INSURANCE | LIABILITY INS | DEDUCTIBLE/INCIDENT 8/14/10 | \$1,000.00 |
| LIABILITY INSURANCE | LIABILITY INS | DEDUCTIBLE/INCIDENT 12/4/10 | \$1,000.00 |
| Vendor Total: | | | \$2,000.00 |
| MAILFINANCE | | | |
| GENERAL | FINANCE & H R | IJINK3456S INK CARTRIDGE | \$15.62 |
| GENERAL | VILLAGE MGR'S OFC | IJINK3456S INK CARTRIDGE | \$15.62 |
| GENERAL | DEVELOPMENT SRVCS | IJINK3456S INK CARTRIDGE | \$15.62 |
| GENERAL | ENGINEERING | IJINK3456S INK CARTRIDGE | \$15.62 |
| GENERAL | POLICE DEPARTMENT | IJINK3456S INK CARTRIDGE | \$15.62 |
| GENERAL | STRTS/UNDRGRND UTIL | IJINK3456S INK CARTRIDGE | \$15.63 |
| WATER OPERATING | WATER FUND | IJINK3456S INK CARTRIDGE | \$15.63 |
| SEWER OPERATING | SEWER FUND | IJINK3456S INK CARTRIDGE | \$15.63 |
| Vendor Total: | | | \$124.99 |
| NICOR GAS | | | |
| SEWER OPERATING | SEWER FUND | NATURAL GAS | \$2,468.97 |
| WATER OPERATING | WATER FUND | NATURAL GAS | \$1,458.18 |
| Vendor Total: | | | \$3,927.15 |
| NORTH AMERICAN SALT CO | | | |
| WATER OPERATING | WATER FUND | SOFTENER SALT | \$9,268.64 |
| Vendor Total: | | | \$9,268.64 |
| PALATINE OIL CO INC | | | |
| GENERAL | GENERAL FUND | FUEL | \$22,755.90 |
| GENERAL | STRTS/UNDRGRND UTIL | AW30 HYDRAULIC OIL | \$250.00 |
| GENERAL | STRTS/UNDRGRND UTIL | FUEL DELIVERY CHARGE | \$2.00 |
| WATER OPERATING | WATER FUND | AW30 HYDRAULIC OIL | \$250.00 |
| SEWER OPERATING | SEWER FUND | AW30 HYDRAULIC OIL | \$250.00 |
| WATER OPERATING | WATER FUND | FUEL DELIVERY CHARGE | \$2.00 |
| SEWER OPERATING | SEWER FUND | FUEL DELIVERY CHARGE | \$2.00 |
| GENERAL | VILLAGE MGR'S OFC | 10W30 MOTOR OIL | \$43.58 |
| GENERAL | DEVELOPMENT SRVCS | 10W30 MOTOR OIL | \$43.58 |
| GENERAL | POLICE DEPARTMENT | 10W30 MOTOR OIL | \$217.87 |
| GENERAL | STRTS/UNDRGRND UTIL | 10W30 MOTOR OIL | \$217.87 |
| WATER OPERATING | WATER FUND | 10W30 MOTOR OIL | \$174.30 |
| SEWER OPERATING | SEWER FUND | 10W30 MOTOR OIL | \$174.30 |
| GENERAL | VILLAGE MGR'S OFC | ANTIFREEZE | \$18.26 |
| GENERAL | POLICE DEPARTMENT | ANTIFREEZE | \$91.30 |
| GENERAL | DEVELOPMENT SRVCS | ANTIFREEZE | \$18.26 |
| GENERAL | STRTS/UNDRGRND UTIL | ANTIFREEZE | \$91.30 |
| GENERAL | VILLAGE MGR'S OFC | DEX COOL ANTIFREEZE | \$29.12 |
| GENERAL | POLICE DEPARTMENT | DEX COOL ANTIFREEZE | \$145.61 |
| GENERAL | DEVELOPMENT SRVCS | DEX COOL ANTIFREEZE | \$29.12 |
| GENERAL | STRTS/UNDRGRND UTIL | DEX COOL ANTIFREEZE | \$145.61 |
| WATER OPERATING | WATER FUND | ANTIFREEZE | \$76.04 |
| SEWER OPERATING | SEWER FUND | ANTIFREEZE | \$76.04 |

Detail Board Report

DRAFT - SUBJECT TO CHANGE

| <i>Fund</i> | <i>Department</i> | <i>Item Description</i> | <i>Amount</i> |
|--|---------------------|--------------------------------|--------------------|
| WATER OPERATING | WATER FUND | DEX COOL ANTIFREEZE | \$116.49 |
| SEWER OPERATING | SEWER FUND | DEX COOL ANTIFREEZE | \$116.50 |
| Vendor Total: | | | \$25,337.05 |
| JOHN PERKINS | | | |
| BENEFITS FUND | | HEALTH INSURANCE EXPENSE | \$307.62 |
| BENEFITS FUND | | DENTAL INSURANCE EXPENSE | \$95.19 |
| Vendor Total: | | | \$402.81 |
| PRISTINE WATER SOLUTIONS | | | |
| SEWER OPERATING | SEWER FUND | POLYMER PHI-7822 WEST PLANT | \$3,805.00 |
| SEWER OPERATING | SEWER FUND | POLYMER PHI-6822 EAST PLANT | \$2,780.00 |
| Vendor Total: | | | \$6,585.00 |
| QUILL CORPORATION | | | |
| GENERAL | STRTS/UNDRGRND UTIL | OFFICE SUPPLIES | \$138.10 |
| GENERAL | FINANCE & H R | OFFICE SUPPLIES | \$374.69 |
| GENERAL | DEVELOPMENT SRVCS | OFFICE SUPPLIES | \$11.09 |
| GENERAL | FINANCE & H R | OFFICE SUPPLIES | \$18.44 |
| GENERAL | DEVELOPMENT SRVCS | OFFICE SUPPLIES | \$299.66 |
| Vendor Total: | | | \$841.98 |
| RALPH HELM INC | | | |
| CAPITAL PROJECTS | CIP | TS 800 CUT OFF SAW | \$1,015.96 |
| CAPITAL PROJECTS | CIP | 16" DIAMOND BLADE | \$259.99 |
| Vendor Total: | | | \$1,275.95 |
| RAY O'HERRON CO INC | | | |
| GENERAL | POLICE DEPARTMENT | 8032 8" ELIMINATOR BOOTS | \$138.95 |
| GENERAL | POLICE DEPARTMENT | SHIPPING | \$8.00 |
| GENERAL | POLICE DEPARTMENT | HOLSTER | \$140.95 |
| GENERAL | POLICE DEPARTMENT | SHIPPING | \$8.00 |
| Vendor Total: | | | \$295.90 |
| REX ELECTRIC & TECHNOLOGIES | | | |
| GENERAL | GENERAL FUND | CBOND#20100935 10663 WOLF DR | \$200.00 |
| Vendor Total: | | | \$200.00 |
| SAUBER MFG CO | | | |
| EQUIPMENT RPLCMNT | EQUIP REPL | HYDRAULIC HOSE REPLACEMENT | \$6,835.84 |
| WATER OPERATING | WATER FUND | INSPECTN/DIELECTRIC TEST #1861 | \$631.00 |
| Vendor Total: | | | \$7,466.84 |
| SHERMAN BENEFIT MANAGER | | | |
| GENERAL | FINANCE & H R | 2011 YRLY SET-UP & OPT A | \$75.00 |
| GENERAL | FINANCE & H R | EMPLOYEE SCREEN | \$66.50 |
| Vendor Total: | | | \$141.50 |
| SHERMAN MECHANICAL INC | | | |
| GENERAL | BLDGS & GROUNDS | HVAC REPAIR/PD | \$935.00 |
| Vendor Total: | | | \$935.00 |
| SIKICH LLP | | | |
| GENERAL | FINANCE & H R | AUDIT SERVICES - 2010 | \$6,000.00 |
| Vendor Total: | | | \$6,000.00 |
| SPRING HILL FORD INC | | | |
| GENERAL | POLICE DEPARTMENT | FUEL PUMP #2609 | \$320.68 |
| GENERAL | STRTS/UNDRGRND UTIL | CONNECTION #1661 | \$51.11 |

Detail Board Report

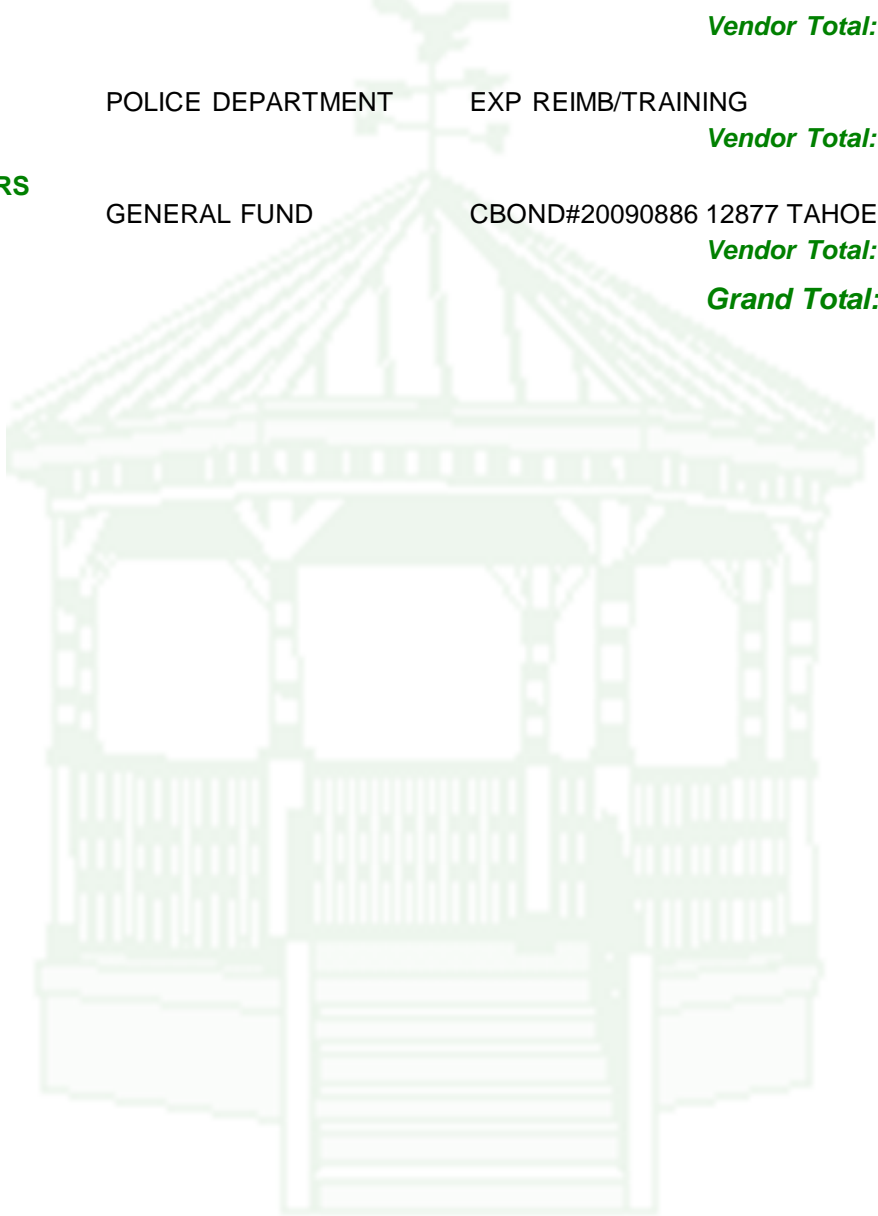
DRAFT - SUBJECT TO CHANGE

| <i>Fund</i> | <i>Department</i> | <i>Item Description</i> | <i>Amount</i> |
|---|---------------------|--------------------------------|--------------------|
| Vendor Total: | | | \$371.79 |
| SPRING-ALIGN OF PALATINE INC | | | |
| GENERAL | STRTS/UNDRGRND UTIL | REAR SPRING RPLCMNT #1602 | \$580.58 |
| Vendor Total: | | | \$580.58 |
| STANLEY CONSULTANTS, INC | | | |
| WATER CAPITAL DEVL | WATER CAPL DEVL | HNTLY UTILITY DSGN-IL47 | \$3,840.45 |
| SEWER CAPITAL DEV | SEWER CAPL DEVL | HNTLY UTILITY DSGN-IL47 | \$3,840.45 |
| CAPITAL PROJECTS | CIP | HNTLY UTILITY DSGN-IL47 | \$3,840.45 |
| Vendor Total: | | | \$11,521.35 |
| STATE TREASURER | | | |
| GENERAL | STRTS/UNDRGRND UTIL | STREET LGHT MAINT/ROUTE 47 | \$2,262.00 |
| Vendor Total: | | | \$2,262.00 |
| STEFFEN & STRAHM | | | |
| GENERAL | GENERAL FUND | CBOND#20100272 13390 MOCKINGBI | \$197.00 |
| Vendor Total: | | | \$197.00 |
| STEWART SPREADING INC. | | | |
| SEWER OPERATING | SEWER FUND | E PLANT SLUDGE HAULING | \$13,575.00 |
| Vendor Total: | | | \$13,575.00 |
| SUBURBAN EXTERIORS INC. | | | |
| SEWER CAPITAL DEV | SEWER CAPL DEVL | INTALL GUTTERS | \$1,558.75 |
| Vendor Total: | | | \$1,558.75 |
| TEST GAUGE | | | |
| WATER CAPITAL DEVL | WATER CAPL DEVL | BACKFLOW PREVENTER TEST KIT | \$865.00 |
| WATER CAPITAL DEVL | WATER CAPL DEVL | 90 DEG. SWIVEL QUICK CONN TEST | \$148.50 |
| Vendor Total: | | | \$1,013.50 |
| THE MANORS OF HUNTLEY ASSOC. | | | |
| GENERAL | GENERAL FUND | REFUND KEY DEPOSIT O.V.H. | \$25.00 |
| Vendor Total: | | | \$25.00 |
| THOMPSON ELEVATOR INSPECTION | | | |
| GENERAL | DEVELOPMENT SRVCS | ELEVATOR INSPECTIONS | \$72.00 |
| Vendor Total: | | | \$72.00 |
| TL & DN CONSTRUCTION CO | | | |
| GENERAL | GENERAL FUND | CBOND#20090903 12142 RT 47 | \$205.00 |
| Vendor Total: | | | \$205.00 |
| TRAFFIC CONTROL & PROTECTION | | | |
| GENERAL | STRTS/UNDRGRND UTIL | 25MPH SPEED LIMIT SIGN | \$341.50 |
| GENERAL | STRTS/UNDRGRND UTIL | 25MPH UNLESS OTHERWISE POSTED | \$464.50 |
| GENERAL | STRTS/UNDRGRND UTIL | EG40WL BARRICADE SHEETING LEFT | \$150.00 |
| GENERAL | STRTS/UNDRGRND UTIL | EG40EL BARRICADE SHEETING RGH1 | \$150.00 |
| GENERAL | STRTS/UNDRGRND UTIL | TY145L 45" BARRICADE LEGS | \$218.40 |
| Vendor Total: | | | \$1,324.40 |
| TURES TRUCK & TRACTOR INC | | | |
| GENERAL | STRTS/UNDRGRND UTIL | STRENGTHEN PLOW FRAME #1662 | \$644.42 |
| GENERAL | STRTS/UNDRGRND UTIL | PLOW REPAIR #1663 | \$350.00 |
| GENERAL | STRTS/UNDRGRND UTIL | PLOW REPAIR #1661 | \$310.00 |
| GENERAL | STRTS/UNDRGRND UTIL | PLOW REPAIR #1803 | \$50.00 |
| Vendor Total: | | | \$1,354.42 |
| ULTRA STROBE | | | |

Detail Board Report

DRAFT - SUBJECT TO CHANGE

| <i>Fund</i> | <i>Department</i> | <i>Item Description</i> | <i>Amount</i> |
|-------------------------------------|---------------------|--------------------------------|---------------------|
| GENERAL | POLICE DEPARTMENT | DIAGNOSE/RPR DOCKING STN #24 | \$50.00 |
| | | <i>Vendor Total:</i> | <u>\$50.00</u> |
| WANAT CONSTRUCTION CO., INC. | | | |
| GENERAL | GENERAL FUND | CBOND#20090065 12295 DAPHNE DR | \$100.00 |
| | | <i>Vendor Total:</i> | <u>\$100.00</u> |
| WEST SIDE EXCHANGE | | | |
| GENERAL | STRTS/UNDRGRND UTIL | BRAKE LINE/O-RING #1651 | \$183.54 |
| | | <i>Vendor Total:</i> | <u>\$183.54</u> |
| AMY WILLIAMS | | | |
| GENERAL | POLICE DEPARTMENT | EXP REIMB/TRAINING | \$22.53 |
| | | <i>Vendor Total:</i> | <u>\$22.53</u> |
| XANADU BUILDERS | | | |
| GENERAL | GENERAL FUND | CBOND#20090886 12877 TAHOE DR | \$65.00 |
| | | <i>Vendor Total:</i> | <u>\$65.00</u> |
| | | <i>Grand Total:</i> | <u>\$237,478.39</u> |



Agenda Item: **Discussion - Village of Huntley Zoning Board of Appeals Member Appointments – Ms. Rhonda Goldman and Ms. Lori Nichols**

Department: **Village President's Office**

Introduction

Mayor Sass has recommended for discussion and consideration by the Committee of the Whole, Ms. Rhonda Goldman and Ms. Lori Nichols for appointment to the Village of Huntley Zoning Board of Appeals (ZBA) to fill the two vacancies.

Ms. Goldman is a resident of Sun City, a graduate of the Huntley Police Academy and has assisted with various parades, bike rodeos and National Night Out programs. Ms. Goldman is retired from an administrative position where she supervised 17 high schools and their special education programs. Ms. Goldman has expressed her interest in serving on the ZBA and the residents of Huntley.

Ms. Nichols is a resident of the Talamore Subdivision and has worked in the commercial insurance field for 20 years. She is currently the Vice President of the Huntley Jaycees, a Huntley Fall Fest Board member since 2008 and Fall Fest Chairperson for 2012. Ms. Nichols has also expressed her interest in becoming a member of the ZBA to serve the residents of the Village of Huntley.

Ms. Goldman and Ms. Nichols will be attendance at the March 3rd Committee of the Whole Meeting to be introduced to the Village Board.

Action Requested

A consensus of the Committee of the Whole to forward on to the Village Board for approval the appointment of Ms. Rhonda Goldman and Ms. Lori Nichols to the Zoning Board of Appeals.

Agenda Item: **Resolution (R)2011-03.07 - Execution of an Intergovernmental Agreement between Grafton Township and the Village of Huntley for Senior Transportation Service**

Department: **Village Manager's Office**

Introduction

The Village of Huntley is in receipt of a request from Grafton Township to enter into an Intergovernmental Agreement (IGA) to provide transportation for senior citizens in Rutland Township within the Village of Huntley.

The terms of the IGA are summarized as follows:

1. Grafton Township will provide the transportation service to the senior citizens of Rutland Township within the boundaries of the Village of Huntley under the Township's existing senior transportation program subject to all of the rules, regulations, policies and laws of the program.
2. The Village of Huntley will pay Grafton Township on or before April 10, 2011 a sum of \$10,000.00.
3. The term of the IGA shall be for a period of one (1) year and may be renewed by either party for an additional one (1) year term upon written notice received sixty (60) days prior to the expiration of the current term.
4. Grafton Township shall provide the Village of Huntley with a rider activity report every month illustrating ridership trip volumes.
5. Either party may, with or without cause, terminate the IGA upon not less than thirty (30) days written notice. If the Township terminates the IGA without cause, Grafton shall reimburse the Village of Huntley on a pro rata basis for costs associated with the length of time that remained under the term of the IGA.

Staff Analysis

Staff has reviewed rider activity reports received from Grafton. Rutland Township riders have increased slightly from 1,310 in 2009 to 1,373 in 2010. Overall rider activity has decreased from 3,424 in 2009 to 3,337 in 2010 decreasing the overall total ridership revenue from \$4,663.00 in 2009 to \$4,141.00 in 2010. The \$10,000 amount is the same as the 2010 IGA.

Financial Impact

\$10,000 was included in the FY2011 Budget General Fund 01-10-2-6355.

Legal Analysis

The Agreement has been reviewed by the Village Attorney. All is in order for Village Board consideration at this time.

Action Requested

A consensus of the Committee of the Whole to forward on to the Village Board for approval Resolution (R)2011-03.07 - Execution of an Intergovernmental Agreement between Grafton Township and the Village of Huntley for Senior Transportation Service

Exhibits

- Draft Agreement
- Draft Resolution

DRAFT

**INTERGOVERNMENTAL AGREEMENT BETWEEN
GRAFTON TOWNSHIP AND THE
VILLAGE OF HUNTLEY FOR SENIOR TRANSPORTATION SERVICE**

THIS AGREEMENT made and entered into this 10th day of March, 2011, by and between the Grafton Township (“Township”), a unit of local government of the State of Illinois and the Village of Huntley (“Village”) a municipal corporation of the State of Illinois; and

WHEREAS, Township and Village are authorized by the terms and provisions of Illinois Intergovernmental Cooperation Act, 5 ILCS 20/1, to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking either of them could do singularly; and

WHEREAS, the Township is authorized by law to operate a senior transportation program pursuant to the terms and provisions of the Illinois Township Code, 60 ILCS 1/1-1 *et. sec.*; and

WHEREAS, the Township operates a senior transportation program to meet the needs and requirements of the senior citizens in the unincorporated areas of the Township; and

WHEREAS, the Township is authorized by law to enter into contracts and agreements to provide senior services and senior transportation services pursuant to the terms and provisions of the Illinois Township Code, ILCS 1/1-1 *et sec.*; and

WHEREAS, the Village has been requested by the Township to provide senior transportation services for its senior citizens in Rutland Township within the corporate limits of the Village of Huntley and the Township desires to provide senior transportation services for the senior citizens for the entire Village.

NOW THEREFORE, in consideration of the mutual promises and undertakings exchanged in this Agreement and other good and valuable consideration, the receipt and efficiency of which are acknowledged, the parties agree as follows:

1. **Senior Transportation Services.** Township shall provide senior transportation services to the senior citizens within the boundaries of the Village under the Township’s existing senior transportation program, subject to all of the rules, regulations, policies and laws of the program.

2. **Payment.** Village shall pay to Township on or before April 10, 2011, a sum totaling \$10,000.00.

3. **Indemnification.** The Township agrees to (i) defend itself in any actions or disputes brought against the Township in connection with or as the result of this Agreement, and to (ii) at its sole expense, to pay, and to indemnify and save the Village, its officers, agents and employees harmless of, from and against, any and all claims, damages, demands, expenses, liabilities, losses and taxes of every conceivable kind, character and nature whatsoever asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with the transactions contemplated by this Agreement or the performance of this Agreement by the Township. The Township also covenants and agrees, at its expense to pay, and to indemnify and save the Village, its officers, agents and employees harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by reason of any such claim or demand. The Township, upon notice from the Village, covenants to resist and defend such action or proceeding on behalf of the Village, its officers, agents and employees. This obligation to indemnify shall not apply to any claims arising out of gross negligence or willful and wanton conduct by Village.

4. **Term.** The term of this Agreement shall be for a period of one (1) year from the date of execution and may be renewed by either party for consecutive additional one (1) year terms upon written notice by either party received sixty (60) days prior to the expiration of the then current term.

5. **Program Activity Report.** The Township will provide a rider activity report every month illustrating ridership trip volumes.

6. **Termination.** Either party may, with or without cause, terminate this Agreement upon not less than thirty (30) days written notice delivered by certified mail or in person to the other parties. If Township terminates this Agreement without cause, Township shall reimburse Village on a *pro rata* basis for the cost associated with the length of time that remained under the term of the Agreement.

7. **No Assignment.** Township shall not assign this Agreement without the prior written approval of Village.

8. **Governing Law.** The parties agree that because this Agreement is to be performed in Illinois, the State of Illinois shall govern their relation in the interpretation of this Agreement, the State in which the Agreement has deemed to have been executed and delivered.

9. **Severability.** The paragraphs of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not effect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement forthwith, upon the delivery of written notice of termination of the other party.

10. **Notices.** All notices permitted regarding this Agreement shall be transmitted only by personal delivery or by First Class, Certified, or Registered United States mail to the following persons as the addresses stated:

To the Township:
Grafton Township
Linda Moore, Supervisor
P.O. Box 37
Huntley, IL 60142

To the Village:
Village of Huntley
David Johnson, Village Manager
10987 Main Street
Huntley, IL 60142

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements in negotiations between the parties relating to the subject matter hereof. In the alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

GRAFTON TOWNSHIP

By: _____
Linda Moore, Township Supervisor

Attest: _____
Harriet Ford, Grafton Township Clerk

VILLAGE OF HUNTLEY

By: _____
Charles H. Sass, Village President

Attest: _____
Rita M. McMahon, Village Clerk

DRAFT

**RESOLUTION AUTHORIZING AN
INTERGOVERNMENTAL AGREEMENT
BETWEEN GRAFTON TOWNSHIP AND THE VILLAGE OF HUNTLEY
FOR SENIOR TRANSPORTATION SERVICE**

RESOLUTION (R)2011-03.07

WHEREAS, The Village of Huntley has been requested by Grafton Township to enter into an Intergovernmental Agreement to provide for transportation for senior citizens in Rutland Township within the Village of Huntley; and

WHEREAS, the corporate authorities have reviewed the Intergovernmental Agreement and determined that it is in the best interest to enter into said agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The Village of Huntley adopts and approves the execution of the Intergovernmental Agreement with Grafton Township to provide for transportation for senior citizens in Rutland Township within the Village of Huntley in the form attached hereto and a copy of which is incorporated herein.

SECTION II: The Village President and Village Clerk are authorized to execute the Intergovernmental Agreement with Grafton Township.

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

SECTION IV: All Resolutions and parts of resolutions in conflict herewith are hereby repealed.

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

PASSED and APPROVED this 10th day of March, 2011

APPROVED:

Village President

ATTEST:

Village Clerk

Agenda Item: **Resolution (R)2011-03.08 – Kreutzer Road West Phase I Additional Work and Phase II Engineering Agreement – Civiltech Engineering, Inc.**

Department: **Engineering Department**

Introduction

On March 22, 2007 the Village Board approved Resolution (R)2007-03.10 – Kreutzer Road West Phase I Engineering Agreement with Civiltech Engineering, Inc. for the engineering of Kreutzer Road west from Route 47 to the Lions Chase Subdivision. The primary objective of the Phase I Engineering Study was to develop a conceptual improvement plan which provides the desired level of traffic safety and operation, minimizes impacts to adjacent properties and which fulfills all of the requirements for processing and funding of this project by the Village of Huntley, the Illinois Department of Transportation (IDOT) and the Federal Highway Administration (FHWA).

Staff Analysis

The scope of engineering services required to complete the Kreutzer Road Extension Phase I Study has changed due to a revision to the preferred improvement plan that resulted in shifting the right-of-way to the south of the original alignment. On February 10, 2011, the Village Board approved the final plat for Phase II of Regency Square to accommodate the Deer Path Supportive Living Facility. The plat included dedication of right-of-way for Kreutzer Road along the northern property line. Developing this alignment will require additional engineering hours to complete the Phase I studies prior to commencing Phase II Engineering.

Staff is in receipt of an Engineering Agreement from Civiltech Engineering, Inc. for the Kreutzer Road West Phase I Additional Work and Phase II Engineering Agreement with the following scope of services:

Phase I Engineering – Additional Work

The following additional services will need to be performed to complete the Phase I report for the Kreutzer Road extension due to the alternate alignment and the required IDOT improvements at the IL Route 47 and Kreutzer Road intersection:

- 1) Early Coordination and Data Collection
- 2) Crash Analyses
- 3) Alternate Geometric Studies
- 4) Hydraulic Modeling
- 5) Drainage Studies
- 6) Wetland Study
- 7) Highway Noise Analysis
- 8) Draft Environmental Class of Action Determination
- 9) Draft Project Development Report
- 10) Revise Type, Size and Location Drawings for Proposed Structure
- 11) Agency Coordination

Phase II Engineering – Scope of Services

This phase of the project will consist of the preparation of contract plans and specifications to secure competitive bids. These plans and specifications will be prepared in accordance with the approved Project Development Report, IDOT standards and Village standards and will include the following major work items:

- 1) Data Collection, Base Map Preparation and Platting
- 2) Permitting
- 3) Design Reports
- 4) Preliminary Plans, Specs & Estimates (75%)
- 5) Pre-final Plans, Specs & Estimate (95%)
- 6) Final Plans, Specs & Estimate (100%)
- 7) Final Structural Contract Plans and Specifications
- 8) Structural Shop Drawing Review
- 9) QA/QC Review
- 10) Project Coordination and Administration
- 11) Traffic Signals

Civiltech has developed a detailed project schedule which shows a Fall, 2011 IDOT letting with construction beginning in Spring, 2012.

Financial Impact

Funds have been allocated in the FY11 budget Street Improvement Fund in the amount of \$500,000 to fund the project. The proposed agreement from Civiltech is in the amount of \$354,070.00.

Legal Analysis


Staff has reviewed the proposed agreement and all is in order for Village Board consideration. The Village Attorney has reviewed the proposed agreement and has determined that it is in the best interest to enter into said Agreement.

Action Requested

A consensus of the Committee of the Whole to forward on to the Village Board for approval Resolution (R)2011-03.08 – Kreutzer Road West Phase I Additional Work and Phase II Engineering Agreement – Civiltech Engineering, Inc.

Exhibits

- Preliminary Engineering Services Agreement for Federal Participation
- Kreutzer Road Exhibit
- Draft Resolution

| | | | |
|--|--|---|---|
| Local Agency Village of Huntley |  Illinois Department of Transportation Preliminary Engineering Services Agreement For Federal Participation | L O C A L A G E N C Y | Consultant Civiltech Engineering, Inc. |
| County McHenry | | | Address 450 E. Devon Avenue - Suite 300 |
| Section | | | City Itasca |
| Project No. | | | State IL |
| Job No. | | | Zip Code 60143 |
| Contact Name/Phone/E-mail Address Dave Johnson, Village Manager (847) 515-5240 djohnson@huntlev.il.us | | | Contact Name/Phone/E-mail Address Gary P. Overbay, P.E. (630) 878-7636 goverbay@civiltechinc.com |

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Kreutzer Road Route _____ Length 0.62 Structure No. _____

Termini Existing south terminous of Kreutzer Road to IL Route 47

Description Extension of Kreutzer Road from existing south terminous (south of Main Street) to IL Route 47 (a distance of approximately 0.62 miles). The improvement includes a 12-foot thru lane in each direction with a 12-foot center turning lane. The improvement also includes intersection improvements at IL Route 47 and a bridge over the South Branch of the Kishwaukee River.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
2. To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
3. To complete the services herein described within 270 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
4. The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
5. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
6. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
7. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
8. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:
- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
 - b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.
10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.
11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.
12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).
13. Scope of Services to be provided by the ENGINEER:
- Make such detailed surveys as are necessary for the planning and design of the PROJECT.
 - Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
 - Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
 - Design and/or approve cofferdams and superstructure shop drawings.
 - Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
 - Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
 - Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
 - Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
 - Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
 - Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
 - Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC]; or
 CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate (Pay per element)

Lump Sum _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- f. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- g. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

Kreutzer Road Extension



**RESOLUTION AUTHORIZING AN
ENGINEERING SERVICES AGREEMENT
FOR THE VILLAGE OF HUNTLEY**

DRAFT

Civiltech Engineering, Inc.

RESOLUTION (R)2011-03.08

WHEREAS, the scope of engineering services required to complete the Kreutzer Road Extension (from its existing southern limit of Main Street through the Lions Chase Subdivision to IL Route 47) Phase I Study and Phase II Design Engineering has changed due to a significant revision to the preferred improvement plan; and

WHEREAS, the Village of Huntley has received a proposed Engineering Services Agreement from Civiltech Engineering, Inc. to provide engineering services to the Village for Kreutzer Road West Phase I Additional Work and Phase II Design Engineering; and

WHEREAS, the funds for this project have been allocated in the FY11 Budget; and

WHEREAS, the Village of Huntley has reviewed the proposed agreement submitted and has determined that it is in the best interest to enter into said contract with Civiltech Engineering, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The Village of Huntley adopts and approves the execution of the proposed Engineering Services Agreement from Civiltech Engineering, Inc. to provide engineering services to the Village for Kreutzer Road West Phase I Additional Work and Phase II Design Engineering in the form attached hereto and a copy of which is incorporated herein.

SECTION II: The Village President and Village Clerk are authorized to execute said Engineering Services Agreement with Civiltech Engineering, Inc. in an amount not-to-exceed \$354,070.00.

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

SECTION IV: All Resolutions and parts of resolutions in conflict herewith are hereby repealed.

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

PASSED and APPROVED this 10th day of March 2011.

APPROVED:

Village President

ATTEST:

Village Clerk