VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE SPECIAL MEETING
August 5, 2014

The specially scheduled meeting of the Hinsdale Village Board of Trustees was called to order by President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, August 5, 2014 at 7:37 p.m.

Present: President Tom Cauley, Trustees J. Kimberley Angelo, William Haarlow, Laura LaPlaca and Bob Saigh

Absent: Trustees Christopher Elder and Gerald J. Hughes

Also Present: Village Manager Kathleen A. Gargano, Police Chief Brad Bloom, Fire Chief Rick Ronovsky, Director of Community Development/Building Commissioner Robb McGinnis, Director of Public Services George Franco, Director of Parks & Recreation Gina Hassett, Director of Economic Development & Urban Design Tim Scott, Village Engineer Dan Deeter and Village Clerk Christine Bruton

PLEDGE OF ALLEGIANCE

President Cauley led those in attendance in the Pledge of Allegiance.

APPROVAL OF MINUTES

Trustee Saigh made a correction to the draft minutes. Trustee LaPlaca moved to **approve the draft minutes of the regularly scheduled meeting of July 7, 2014, as amended.** Trustee Haarlow seconded the motion.

AYES: Trustees Angelo, Haarlow, LaPlaca and Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

APPOINTMENTS TO BOARDS AND COMMISSIONS

President Cauley made the following recommendations to the Board:

Plan Commission
Mary Ryan to a 3-year term through April 30, 2017
Anna Fiascone to a 3-year term through April 30, 2017

Zoning Board of Appeals
John F. Podliska to a 5-year term through April 30, 2019

Park & Recreation Commission
Patrick D. Conboy to a 3-year term through April 30, 2017

Trustee Angelo moved to **approve the appointments to Boards and Commissions as recommended by President Cauley.** Trustee Saigh seconded the motion.

AYES: Trustees Angelo, Haarlow, LaPlaca and Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

President Cauley announced the retirement of Director of Public Services George Franco and highlighted his 32-year career with the Village of Hinsdale. He also introduced and welcomed Suzanne Ostrovsky, who was hired as a management analyst.

CONSENT AGENDA

President Cauley read the consent agenda as follows:

Recommended by Zoning & Public Safety Committee

a) Enter into an Agreement with ME Simpson Company to conduct Fire Hydrant Flow Testing through December 31, 2017 at a cost of $43/per Fire Hydrant

Recommended by Administration & Community Affairs Committee

b) Approval of a Retirement Agreement and Release

Trustee LaPlaca moved to **approve the Consent Agenda, as presented.** Trustee Haarlow seconded the motion.

AYES: Trustees Angelo, Haarlow, LaPlaca and Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

ADMINISTRATION AND COMMUNITY AFFAIRS

Accounts Payable

Trustee Saigh moved **Approval and Payment of the Accounts Payable for the Period of July 4, 2014 through August 1, 2014 in the aggregate amount of $2,378,173.69 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Haarlow seconded the motion.

AYES: Trustees Angelo, Haarlow, LaPlaca and Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

Issuance of a Purchase Order to Bob Ridding's Ford in the amount of $80,609 for the Purchase of a 2015 Ford F-350 with Plow, Dump Body and Spreader and a F-250 Pick-up Truck

President Cauley introduced the item noting that one of the vehicles is within budget and one is not because it did not include a plow for snow removal; however the total amount is under budget. Trustee LaPlaca moved to approve the **Issuance of a Purchase Order to Bob Ridding's Ford in the amount of $80,609 for the Purchase of a 2015 Ford F-350 with Plow, Dump Body and Spreader and a F-250 Pick-up Truck.** Trustee Saigh seconded the motion.

AYES: Trustees Angelo, Haarlow, LaPlaca and Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

Reject the Sole Bid for the Veeck Park Multi-use Path from Mathew Paving in the Amount of $52,122

President Cauley introduced the item stating that the bid came in way over what we expected; $16,000 had been budgeted. The thought would be to reject this bid, figure out why there was such a large discrepancy and how to move forward. Trustee LaPlaca moved to **Reject the Sole Bid for the Veeck Park Multi-use Path from Mathew Paving in the Amount of $52,122.** Trustee Haarlow seconded the motion.
Trustee LaPlaca commented that this was a debated topic from the beginning as to whether or not we should install a path, what the construction should be and where it should be located. The Village originally budgeted $35,000 for a paved path, but determined that a hardscape path was dangerous. A better idea was to install a gravel path which should have been less expensive. She suggested that when we revisit this project we should determine if the use justifies the greater expense. President Cauley concurred.

AYES: Trustees Angelo, Haarlow, LaPlaca and Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

ENVIRONMENT AND PUBLIC SERVICES

Approve the Fall 2014 Treatment of Weeds with the Chemical Pesticide Tri-Power Selective Herbicide at Various Locations throughout the Village

President Cauley introduced the item and explained that the Village tries not to use pesticides unless recommended by the horticulturalist. Further, the areas receiving the treatment are outlined on the website and Channel 6, the local papers are notified and letters are sent to the schools. Trustee Saigh moved to **Approve the Fall 2014 Treatment of Weeds with the Chemical Pesticide Tri-Power Selective Herbicide at Various Locations throughout the Village.** Trustee Angelo seconded the motion. Trustee LaPlaca asked if this is consistent with past practices. Mr. Ralph Nikischer, Village Horticulturalist, stated that he conducts turf evaluations three times per year and only makes this recommendation when dictated by conditions.

AYES: Trustees Angelo, Haarlow, LaPlaca and Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

Reject All Bids for the 2014 Sewer Cleaning, Root Cutting and Televising Bid #1568

President Cauley explained that this item and the next were bid assuming they would require prevailing wage compliance, but they do not. They will be rebid and will come in with lower prices as a result. Trustee LaPlaca moved to **Reject All Bids for the 2014 Sewer Cleaning, Root Cutting and Televising - Bid #1568.** Trustee Haarlow seconded the motion.

AYES: Trustees Angelo, Haarlow, LaPlaca and Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

Reject All Bids Received for Street Sweeping - Bid #1565

Trustee LaPlaca asked that now that these items are moving to August, will the Village be able to complete this work before the weather would make it impossible. Director of Public Services George Franco replied that there was still sufficient time to complete both projects. Trustee Haarlow moved to **Reject All Bids Received for Street Sweeping - Bid #1565.** Trustee Angelo seconded the motion.

AYES: Trustees Angelo, Haarlow, LaPlaca and Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

Award Bid #1567 for the Service of Village Lot and Burlington Park Electrical Upgrades to Volt Electric, Inc. in the amount of $52,967

President Cauley explained that these two projects were combined to get a better rate. Trustee Angelo moved to **Award Bid #1567 for the Service of Village Lot and Burlington Park Electrical Upgrades to Volt Electric, Inc. in the amount of $52,967.** Trustee LaPlaca seconded the motion.
Discussion followed regarding the aesthetic improvement in these lots as well as the improved lighting. Mr. Franco explained that the pedestal box will have the Village meter and that it must be 10' feet from the ComEd pole. Trustee Haarlow noted that this project came in under budget and asked if there could be any landscaping provided. Mr. Franco stated it was possible with next year's budget, but maybe something could be done this year. He further explained that he hopes to complete the project by October 1st and noted the lot will have to be closed during part of the work. He is working with the Police

Department on this issue. He intends to do some work on Saturdays, and lot users will be notified. Village Engineer Dan Deeter described the considerable repaving and patching in the lot, but he anticipates the work will take two weeks or less

AYES: Trustees Angelo, Haarlow, LaPlaca and Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

Award the 50/50 Sidewalk Program Bid (IDOT Sec. No. 14-00000-01-GM) to D'Land Construction in the Amount not to Exceed $89,775

President Cauley introduced the item explaining that $85,000 was budgeted for this project from the Motor Fuel Tax (MFT) fund based on assumed resident contributions of $8,000. This bid was higher than anticipated, but actual resident contributions were also higher than anticipated, resulting in a net cost to the Village of $76,350. Trustee LaPlaca moved to **Award the 50/50 Sidewalk Program Bid (IDOT Sec. No. 14-00000-01-GM) to D'Land Construction in the Amount not to Exceed $89,775.** Trustee Haarlow seconded the motion.

AYES: Trustees Angelo, Haarlow, LaPlaca and Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

Approve a Resolution Approving the 50/50 Sidewalk Repair Contract Change Order Number 1 in the Amount of $30,000 to D'Land Contractors, Inc.

President Cauley stated this item relates to Burns Field and KLM; the pricing received from the vendor for the 50/50 Sidewalk Program has been extended to include the park sidewalk repairs. Staff is asking that funds budgeted for KLM repairs be used at Burns Field, as the KLM sidewalks are in better condition. Trustee Haarlow moved to **Approve a Resolution Approving the 50/50 Sidewalk Repair Contract Change Order Number 1 in the Amount of $30,000 to D'Land Contractors, Inc.** Trustee Angelo seconded the motion.

AYES: Trustees Angelo, Haarlow, LaPlaca and Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

Approve a Resolution for the 2014 Roadway and Utility Improvement Project Construction Contract Change Order Number 1 in the Amount not to Exceed $319,681.10 Addition to A-Lamp Concrete Contractors, Inc.

President Cauley introduced the item noting it had been discussed at the July 7th Board of Trustees meeting. Trustee LaPlaca moved to **Approve a Resolution for the 2014 Roadway and Utility Improvement Project Construction Contract Change Order Number 1 in the Amount not to Exceed $319,681.10 Addition to A-Lamp Concrete Contractors, Inc.** Trustee Saigh seconded the motion. Trustee LaPlaca noted this item is technically not a change order; additional streets were added to the project and tucked into the same bid.

AYES: Trustees Angelo, Haarlow, LaPlaca and Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

Approve a Resolution Approving and Accepting a Plat of Subdivision to Consolidate the Properties Commonly Known as 312 and 320 N. Washington, in the Village of Hinsdale, County of DuPage

President Cauley introduced the item and noted that the homeowners have received previous approval from the ZBA for the consolidation. Trustee LaPlaca commented that this item would have gone to EPS and staff was very diligent in keeping her informed; the item was well-handled. Trustee LaPlaca moved to **Approve a Resolution Approving and Accepting a Plat of Subdivision to Consolidate the Properties Commonly Known as 312 and 320 N. Washington, in the Village of Hinsdale, County of DuPage.** Trustee Haarlow seconded the motion.

AYES: Trustees Angelo, Haarlow, LaPlaca and Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

ZONING AND PUBLIC SAFETY

Approve an Ordinance Approving Site Plans and Exterior Appearance Plans for the Construction of a New Two-Story Office Building, with a Surface Parking Lot, at 330 Chestnut Street

President Cauley introduced the item and explained that the matter had been approved at the June 23rd ZPS Committee meeting, was unanimously approved by the Plan

Commission and required variances which were unanimously approved by the ZBA. Director of Community Development Robb McGinnis said there was a concern from a resident regarding parking issues; however, Chief Bloom has corrected the signage in the area and the Children's Academy has moved, making the parking volume issue moot. Trustee Saigh noted the ZPS Committee was laudatory about the design and creativity of the proposed structure. The few concerns raised were properly and satisfactorily addressed by the developer. This was a difficult piece of property. Mr. David Habiger, the owner and developer of the property, said they would like to break ground in November, but realistically probably not until February 2015. Trustee Saigh moved to **Approve an Ordinance Approving Site Plans and Exterior Appearance Plans for the Construction of a New Two-Story Office Building, with a Surface Parking Lot, at 330 Chestnut Street.** Trustee Haarlow seconded the motion.

AYES: Trustees Angelo, Haarlow, LaPlaca and Saigh
NAYS: None
ABSTAIN: None
ABSENT: Trustees Elder and Hughes

Motion carried.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

OTHER BUSINESS

None.

STAFF REPORTS

No reports.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

Trustee Saigh commended George Franco for three decades of service and stated that he has always been helpful and responsive. He has provided terrific service and has been a good representative of the Village. He thanked Mr. Franco for his help and wished him well. Trustee LaPlaca agreed and said that during her time as Chair of the EPS Committee, Mr. Franco has always been patient answering her questions and his proposals were always within budget. He has been a wonderful asset to community and residents. He has always

responded quickly, efficiently and respectfully. She stated it has been pleasure to work with him.

ADJOURNMENT

There being no further business before the Board, and no need for a Closed Session, President Cauley asked for a motion to adjourn. Trustee Hughes **moved to adjourn the Special Meeting of the Hinsdale Board of Trustees of August 5, 2014.** Trustee Elder seconded the motion.

AYES: Trustees Elder, Angelo, Haarlow, Hughes, LaPlaca, Saigh
NAYS: None
ABSTAIN: None
ABSENT: None

Motion carried.

Meeting adjourned at 8:24 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

4.

DATE September 16, 2014

AGENDA SECTION	Village Board of Trustees	**ORIGINATING DEPARTMENT**	Administration
ITEM	Appointments to Boards and Commissions	**APPROVED**	Christine Bruton CB Village Clerk

On June 17, 2014, the Village Board approved the appointment of Mr. Bob Neiman to Chair the Zoning Board of Appeals (ZBA) replacing retiring Chair Deb Braselton. Mr. Neiman was the Vice-Chair of that Board and his appointment to Chair left the Vice-Chair position vacant.

Chairman Neiman has asked that the Village President, with the advice and consent of the Board, approve the appointment of Mr. Keith Giltner to the role of Vice-Chair of the ZBA. Mr. Giltner has served as a member of the ZBA since his appointment in April 2008.

If the Board concurs, the following motion is appropriate:

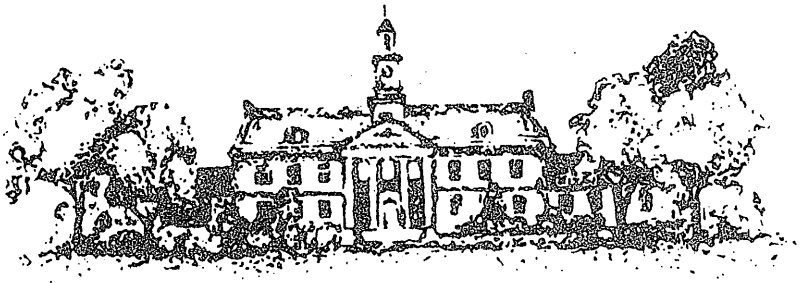
Motion: To move **approval of Mr. Keith Giltner as Vice-Chair of the Zoning Board of Appeals, as recommended by the Village President.**

STAFF APPROVALS

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

COMMITTEE ACTION:

BOARD ACTION:



Proclamation
In Support of Constitution Week

WHEREAS, September 17, 2014, marks the 227th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a Proclamation each year by the President of the United States of America designating September 17th – 24th as Constitution Week.

NOW, THEREFORE, BE IT RESOLVED, that I, Thomas K. Cauley, Village President of the Village of Hinsdale, do hereby proclaim the week of September 17th through September 24th, as Constitution Week in the Village of Hinsdale, and call upon our citizens to reaffirm the ideals that the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

Proclaimed this 2nd day of September, 2014.

_____

Thomas K. Cauley, Village President

8a

DATE: August 11, 2014

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER EPS	**ORIGINATING DEPARTMENT** Community Development
ITEM Plat of Consolidation – 217-227 W. 55th Street – Phillips Plat of Consolidation	**APPROVAL** Daniel Deeter Village Engineer

Staff has received a request from Wolf Pack Development, Inc., on behalf of Ric and Kathleen Phillips, to consolidate the two lots at 217-227 W. 55th Street. The subject properties currently exist as two separate lots with homes on each. The petitioner is proposing to demolish one of the homes and consolidate them into one single lot of record. According to the building permit, the applicant intends to demolish the existing home on the western lot at 227 W. 55th and then consolidate the lots into one large lot. As illustrated on the attached Sidwell, each lot is currently 23,770.4 square feet. The consolidation of the two properties would result in a single lot totaling approximately 47,540.8 square feet, as presented on the attached plat. Attached please find the reduced plat of consolidation as well as the Sidwell map identifying the areas to be consolidated.

The subject property is currently zoned R-2, Single-Family residential. The existing zoning district requires a minimum lot size of 20,000 square feet. The applicant is not proposing to change the size or dimensions of the lots, but is simply looking to consolidate the two lots into one lot of record.

Pursuant to the subdivision request, the Building Department was required to complete a zoning analysis of the proposed setback requirements due to the fact that the home at 217 W. 55th Street will remain. The Village's Zoning Code establishes that the side yard setbacks are a function of lot width and in this situation, the lot width is doubling which changes the required side yard setback for the home at 217 W. 55th. Upon the completion of the zoning analysis, it was determined that the existing home would encroach into the required (east) side yard setback and as such, the applicant has submitted for a zoning variation for the required relief to allow the existing home to remain in its current location. Staff has instructed the applicant that while the code does provide for concurrent applications to be filed, the consolidation plat cannot be recorded until the variation has been approved and the home at 227 W. 55th has been demolished. The requested variation was approved at the Zoning Board of Appeals meeting of July 16, 2014.

MOTION: To approve "A Resolution Approving and Accepting A Plat of Consolidation To Consolidate The Properties Commonly Known As 217-227 W. 55th Street In The Village of Hinsdale, County of DuPage".

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL

COMMITTEE ACTION: At the September 8, 2014 meeting, the EPS Committee voted unanimously to recommend approval to the Village Board.

BOARD ACTION:

VILLAGE OF HINSDALE

RESOLUTION NO. _____

A RESOLUTION APPROVING AND ACCEPTING A PLAT OF CONSOLIDATION TO CONSOLIDATE THE PROPERTIES COMMONLY KNOWN AS 217 AND 227 W. 55th STREET IN THE VILLAGE OF HINSDALE, COUNTY OF DUPAGE

WHEREAS, the owner of those properties commonly known as 217 and 227 West 55th Street, legally described in Exhibit A attached hereto and incorporated herein (hereinafter "Subject Property"), has petitioned the Village of Hinsdale (hereinafter "Village") to approve a Plat of Consolidation to consolidate the Subject Property; and

WHEREAS, a Plat of Consolidation has been prepared and filed with the Village depicting the consolidated Subject Property, and a copy of the Plat of Consolidation is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the President and Board of Trustees have determined to approve and accept the Plat of Consolidation attached as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Hinsdale, DuPage County and State of Illinois, as follows:

Section 1. Recitals Incorporated. The above recitals are incorporated into this Resolution and shall have the same force and effect as though fully set forth herein.

Section 2. Plat of Subdivision Approval. The Plat of Consolidation, dated April 1, 2014, and attached as Exhibit B, is hereby approved and accepted.

Section 3. Authorization to Record Plat of Consolidation. The owner of the Subject Property is authorized to record the Plat of Consolidation with the Recorder of Deeds of Dupage County, at the owner's expense.

Section 4. Severability and Repeal of Inconsistent Resolutions and Ordinances. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All resolutions and ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED this _____ day of _____, 20___.

AYES:

NAYES:

ABSENT:

APPROVED this _____ day of _____, 20___.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

EXHIBIT A

LOTS 1 AND 2 IN FOSTER AND HOLM SUBDIVISION OF THE EAST 160 FEET OF THE WEST 985 FEET (EXCEPT THE NORTH 33 FEET THEREOF) OF THE SOUTH ½ OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 1950 AS DOCUMENT 603775, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-12-320-011
09-12-320-010

EXHIBIT B

PLAT OF CONSOLIDATION

NELSON SURVEYING, LLC.
410 S. CASS AVENUE
WESTMONT, ILLINOIS 60559
NELSONSURVEYING@SBCGLOBAL.COM
(815) 436-8230 OFFICE
(815) 436-8529 FAX

PIN: 09-12-320-011-0000 (LOT 1)
PIN: 09-12-320-010-0000 (LOT 2)

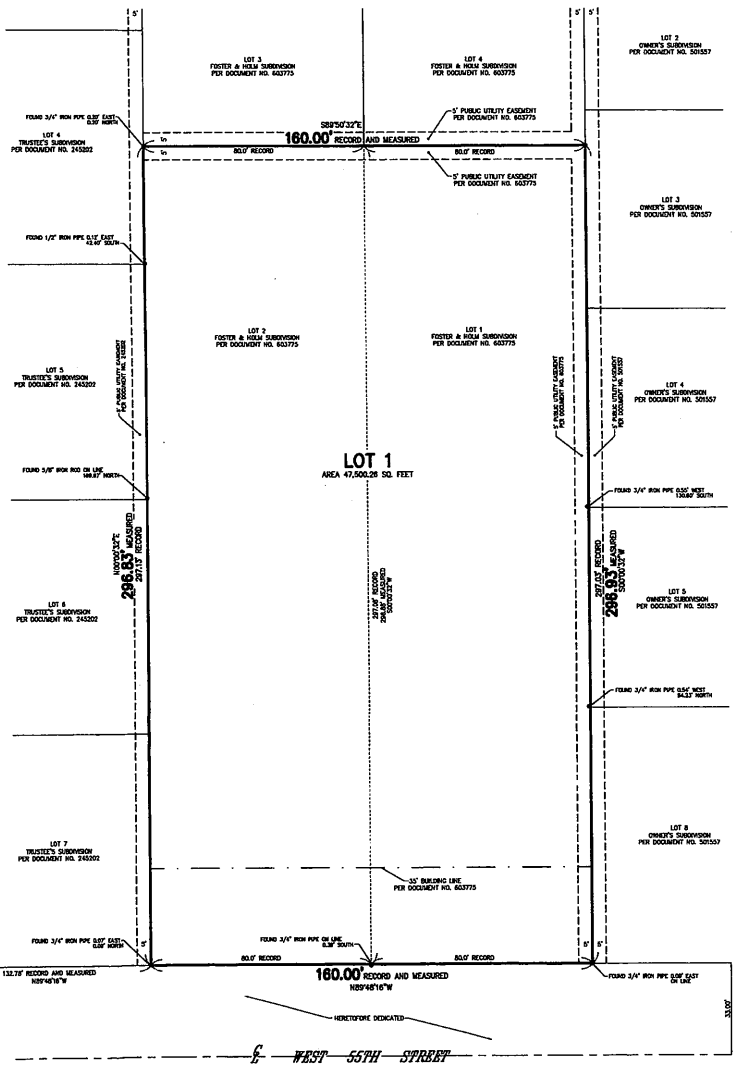
SEND FUTURE TAX BILLS TO:
RIC AND KATHLEEN PHILLIPS
217 WEST 55TH STREET
HINSDALE, ILLINOIS 60521

RETURN RECORDED ORIGINAL TO:
VILLAGE OF HINSDALE
19 EAST CHICAGO AVENUE
HINSDALE, ILLINOIS 60521

PHILLIPS PLAT OF CONSOLIDATION

OF LOTS 1 AND 2 IN FOSTER AND HOLM SUBDIVISION OF THE EAST 160 FEET OF THE WEST 985 FEET (EXCEPT THE NORTH 33 FEET THEREOF) OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 1950 AS DOCUMENT 603775, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 217-227 WEST 55TH STREET



BOARD OF TRUSTEES CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS.

ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE COUNTY, ILLINOIS AT

A MEETING HELD ON THIS_____ DAY OF _____, A.D. 2014.

BY:_____
PRESIDENT OF THE BOARD OF TRUSTEES

ATTEST:_____
VILLAGE CLERK

VILLAGE COLLECTOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS.

I, _____ COLLECTOR FOR THE VILLAGE OF HINSDALE, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS THEREOF, THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND DESCRIBED IN THIS PLAT.

THIS_____ DAY OF _____, A.D. 2014.

BY:_____
VILLAGE COLLECTOR

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS.

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF HINSDALE, DUPAGE COUNTY, ILLINOIS ON

THIS_____ DAY OF _____, A.D. 2014.

BY:_____
VILLAGE ENGINEER

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS.

I, _____ EXECUTIVE DIRECTOR FOR THE HINSDALE SANITARY DISTRICT, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS THEREOF, THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND DESCRIBED IN THIS PLAT.

THIS_____ DAY OF _____, A.D. 2014.

BY:_____
EXECUTIVE DIRECTOR

OWNER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS.

THIS IS TO CERTIFY THAT RIC PHILLIPS AND KATHLEEN PHILLIPS ARE THE RECORD OWNERS OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND HAS CAUSED THE SAME TO BE SURVEYED AND CONSOLIDATED, AS INDICATED HEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE HEREON INDICATED.

ALSO THAT TO THE BEST OF THE OWNER'S KNOWLEDGE, THE PROPOSED CONSOLIDATION IS LOCATED IN THE FOLLOWING SCHOOL DISTRICTS:

DISTRICT 181 - GRADE SCHOOL
DISTRICT 86 - HIGH SCHOOL
DISTRICT 502 - COLLEGE OF DUPAGE

DATED THIS_____ DAY OF _____, A.D. 2014.

BY:_____
OWNER

BY:_____
OWNER

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF _____ } SS.

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID DO HEREBY CERTIFY THAT RIC PHILLIPS AND KATHLEEN PHILLIPS ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THIS CONSOLIDATION PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS_____ DAY OF

_____, A.D. 2014.

_____
NOTARY PUBLIC

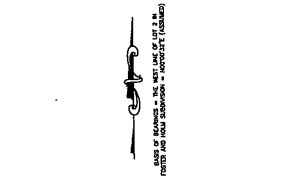
SURFACE DRAINAGE CERTIFICATE

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF THE SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THIS CONSOLIDATION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DIVERSION OF SUCH SURFACE WATER INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS THE RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE CONSOLIDATION.

DATED THIS_____ DAY OF _____, A.D. 2014.

BY:_____
OWNER OR ATTORNEY

BY:_____
ENGINEER



GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS.

THIS INSTRUMENT_____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS,

ON THE_____DAY OF _____, A.D. 2014.

AT _____ O'CLOCK ____M. AND WAS RECORDED IN BOOK_____

OF PLATS ON PAGE _____.

BY:_____
RECORDER OF DEEDS

DUPAGE COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS.

I, _____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID CURRENT TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK AT WHEATEN, ILLINOIS.

THIS _____ DAY OF _____, A.D. 2014.

BY:_____
COUNTY CLERK

EASEMENT PROVISIONS

EASEMENTS, DESIGNATED FOR OVERHEAD, UNDERGROUND, AND SURFACE PUBLIC UTILITIES AND DRAINAGE, ARE HEREBY RESERVED FOR, AND GRANTED TO THE VILLAGE OF HINSDALE, NORTHERN ILLINOIS GAS COMPANY (NICOR), COMCAST AND/OR AT&T CABLE, COMMONWEALTH EDISON COMPANY AND ARITHTICK, THEIR SUCCESSORS AND ASSIGNS, IN ALL PLATTED EASEMENT AREAS, STREETS, AND OTHER PUBLIC WAYS AND PLACES SHOWN ON THIS PLAT. SAID EASEMENTS SHALL BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF PUBLIC UTILITIES, DRAINAGE FACILITIES AND RELATED APPURTENANCES, IN, OVER, UNDER, ACROSS, ALONG AND UPON, THE SO DESIGNATED PROPERTY.
IT SHALL INCLUDE THE RIGHT TO ENTER THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSE, AND THE RIGHT WITHOUT LIABILITY TO CUT, TRIM, ALTER, OR REMOVE ANY VEGETATION, ROOTS, STRUCTURES OR DEVICES WITHIN THE DESIGNATED EASEMENT PROPERTY AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHT HEREIN GIVEN, WITHOUT PRIOR WRITTEN CONSENT OF THE GRANTEES, NO BUILDINGS, STRUCTURES, OR OTHER PUBLIC WAYS OR PLACES, NOR SHALL ANY OTHER USES BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED HEREBY.
SUCH EASEMENTS SHALL FURTHER BE FOR THE PURPOSE OF SERVING ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THERETO, WITH GAS, ELECTRIC, TELEPHONE, CABLE T.V., WATER MAINS, SANITARY AND STORM SEWERS, AND SHALL INCLUDE THE RIGHT TO OVERHANG ALL LOTS WITH AERIAL SERVICE WIRES TO SERVE ADJACENT LOTS, BUT SUCH AERIAL SERVICE WIRE SHALL NOT PASS THROUGH PERMANENT IMPROVEMENTS ON SUCH LOTS.
SUCH EASEMENTS SHALL SURVIVE THE VACATION BY PROPER AUTHORITY OF ANY STREET AND OTHER PUBLIC WAY AND PLACE SHOWN ON THIS PLAT, UNLESS OTHERWISE EXPRESSLY MENTIONED IN AN ORDINANCE OF VACATION.

MICHAEL J. NELSON
035-3095
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
WESTMONT, ILLINOIS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS.

I, MICHAEL J. NELSON, AN ILLINOIS LICENSED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND CONSOLIDATED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 AND 2 IN FOSTER AND HOLM SUBDIVISION OF THE EAST 160 FEET OF THE WEST 985 FEET (EXCEPT THE NORTH 33 FEET THEREOF) OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 1950 AS DOCUMENT 603775, IN DUPAGE COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT THE PROPERTY SHOWN HEREON IS NOT SITUATED IN A SPECIAL FLOOD HAZARD AREA AS ROHTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AS PER FIRM MAP COMMUNITY PANEL NUMBER 17043C0043J, WITH AN EFFECTIVE DATE OF AUGUST 19, 2008 THAT INDICATES THIS CONSOLIDATED PROPERTY IS IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

I FURTHER CERTIFY THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY AND CONSOLIDATION.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

FIELD WORK COMPLETED ON MARCH 26, 2014

FURTHERMORE, I HEREBY AUTHORIZE AND DESIGNATE THE VILLAGE OF HINSDALE OR IT'S REPRESENTATIVE, TO ACT AS MY AGENT, TO RECORD THIS PLAT OF RESUBDIVISION WITH THE DUPAGE COUNTY RECORDERS OFFICE.

GIVEN UNDER MY HAND AND SEAL AT WESTMONT, ILLINOIS.

DATED THIS 1ST DAY OF APRIL, A.D. 2014.

_____
MICHAEL J. NELSON 035-3095
MY LICENSE EXPIRES NOVEMBER 31, 2014
PROFESSIONAL DESIGN FIRM LICENSE NO. 184.004838 EXPIRES 04/30/2015

PROJECT: 14-27/14-27-CONSOLIDATION.DWG

LEGEND

- ● MONUMENT FOUND
- ○ MONUMENT SET
- (RECORD) RECORD DIMENSION
- PUE PUBLIC UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- CP CONCRETE PORCH

NELSON SURVEYORS, LLC.

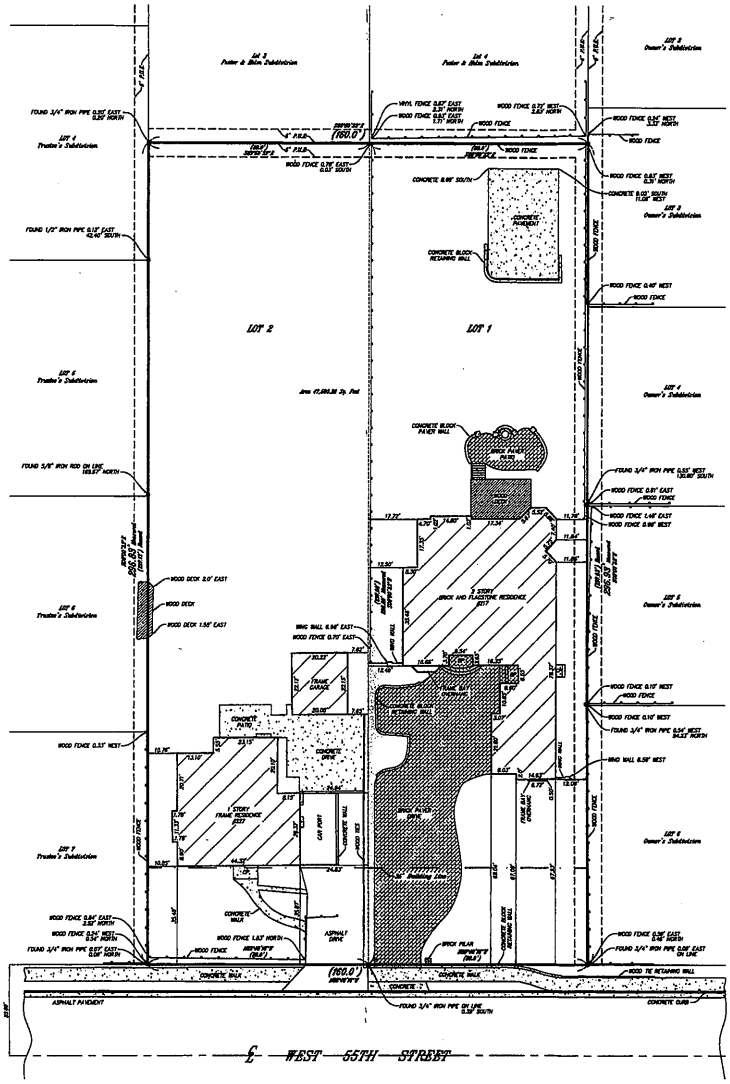
PLAT OF SURVEY

LOTS 1 AND 2 IN FOSTER AND HOLM SUBDIVISION OF THE EAST 165 FEET OF THE WEST 495 FEET (EXCEPT THE NORTH 33 FEET THEREOF) OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 6, 1950 AS DOCUMENT 607976, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 217-227 WEST 55TH STREET

NELSON SURVEYORS, LLC.
918 S. CASS AVENUE
WESTMONT, ILLINOIS 60559
NELSONSURVEYORSLLC.COM
(815) 436-8520 OFFICE
(815) 436-8529 FAX

BASIS OF BEARINGS = ENE. WEST LINE OF LOT 2 IN FOSTER AND HOLM SUBDIVISION = N00°02'23"E (ASSUMED)



MICHAEL J. NELSON
035-3095
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
WESTMONT, ILLINOIS

MY LICENSE EXPIRES NOVEMBER 30, 2014

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

I, MICHAEL J. NELSON, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

WESTMONT, ILLINOIS. MARCH 31, 2014

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3095
PROFESSIONAL DESIGN FIRM LICENSE NO. 184.006938 EXPIRES 04/30/2015
FIELD WORK COMPLETED ON MARCH 24, 2014

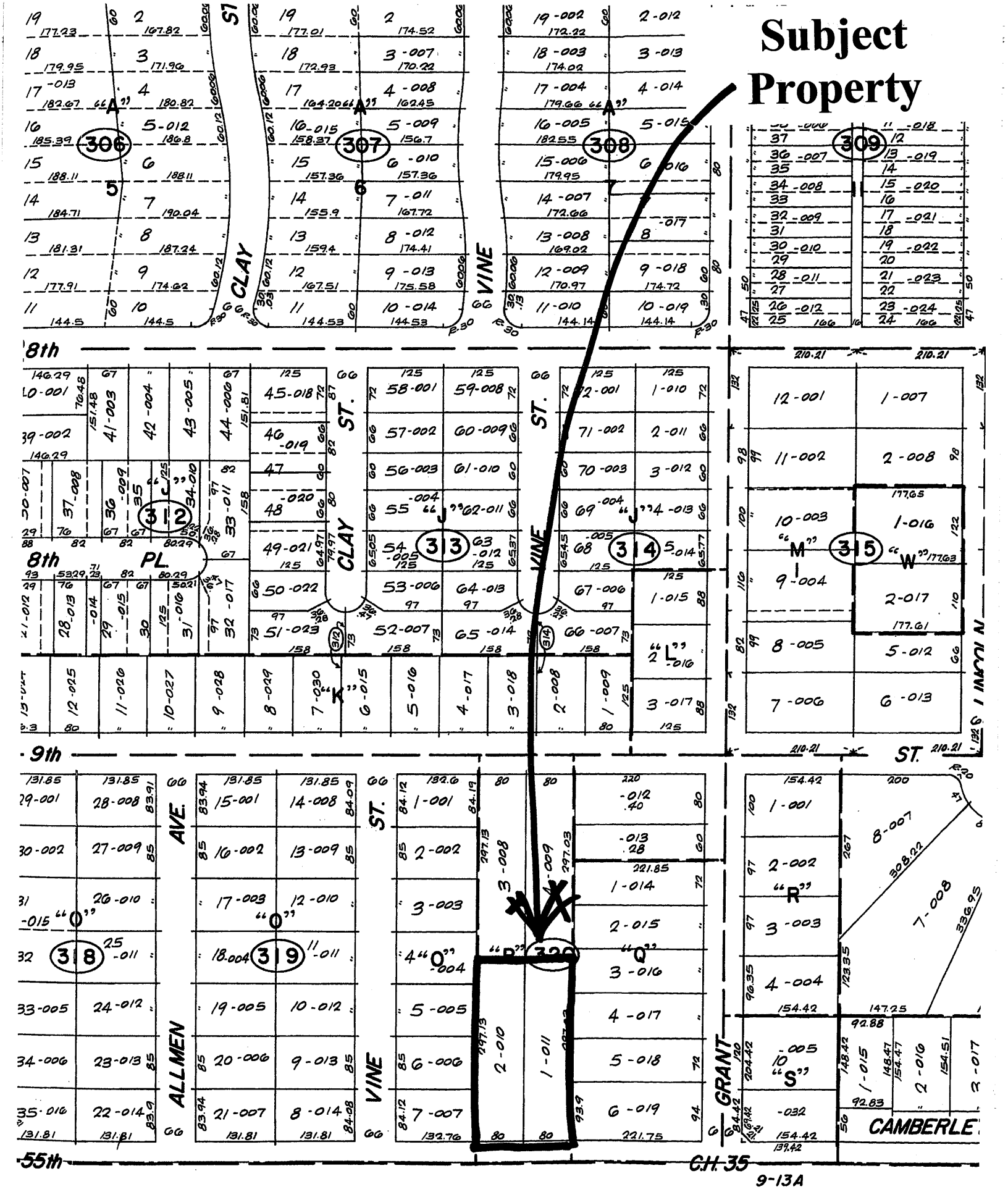
NOTES:
THIS COPY MAY NOT BEAR RAISED EMBOSSED SEAL.
ALL DISTANCES ARE IN FEET AND DECIMAL PARTS THEREOF.
BUILDING LINES AND EASEMENTS AND SURVEY ONLY THOSE THAT ARE SHOWN ON THE PLAT, EXCEPT FOR LOCAL ORDINANCES.
BUILDING LINES AND EASEMENTS AS SHOWN HEREON MAY NOT BE TO SCALE.
CHECK THE LEGAL DESCRIPTION FOR ADDITIONAL DISTANCE LINES AND RESTRICTIONS NOT SHOWN HEREON. CONTACT ALL PARTIES PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES AT ONCE.
IN NO EVENT SHOULD THIS PLAT BE USED FOR ENCROACHMENT PLAN DESIGN.

PREPARED FOR:	WOLPAK ENGINEERING
DATE:	MARCH 31, 2014
SCALE:	1"=20'
DRAWN BY:	MJN
JOB #	14-27
FLD BK/PG	83/26-29

MARCH 31, 2014 ADD BLDG WALL TIES
MARCH 26, 2014 ORIGINALLY DRAWN

Aerial Map

OWNED BY TWD



DOWNERS GROVE TWP. S.W.1/4 SE

8b.

DATE: September 8, 2014

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Board of Trustees Item	**ORIGINATING DEPARTMENT** Community Development
ITEM Crack Sealing and Seal Coating Services	**APPROVAL** Daniel M. Deeter Village Engineer

At the Village engineer's recommendation, this year the Village will be conducting crack sealing operations on select streets. Crack sealing is a maintenance measure that extends the life and condition of a road by preventing water intrusion into the pavement structure and preventing surface decay during freeze/thaw cycles.

On April 2, 2014, four bids were received for the Crack Sealing and Seal Coating Services Program for the municipalities of Burr Ridge, Downers Grove, Glen Ellyn, Hinsdale, Lombard, Villa Park, Wayne, West Chicago, and Woodridge. This joint bid process is part of the Municipal Partnering Initiative (MPI), in which the Village of Hinsdale has elected to participate. The MPI allows communities to purchase goods and services in bulk and therefore realize savings due to economies of scale. This bid process was managed by the Village of Downers Grove under CFB # ST-004-C. The following bids were presented during the April 2, 2014 bid opening:

	Combined Municipalities
• Patriot Pavement Maintenance	$ 535,052.58
• Denler, Inc.	$ 549,904.15
• SKC Construction	$ 616,280.74
• Behm Pavement Maintenance	$ 1,009,372.00

The Village has reviewed the bids and has verified that the lowest responsible bidder was Patriot Pavement Maintenance.

Staff recommends that Patriot Pavement Maintenance perform the crack sealing and seal coating at the locations listed in Attachment 1.

The total bid from Patriot Pavement Maintenance is $535,052.58. The budget for the Village of Hinsdale portion of this project is $30,000.

A bid summary is included in Attachment 2. The bids are based upon estimated quantities. Final pay outs will be dependent upon actual work done.

The following motion is presented for the Board of Trustees' consideration:

Motion: To Award the Crack Sealing and Seal Coating Services Project to Patriot Pavement Maintenance in the Amount Not To Exceed $30,000.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL

COMMITTEE ACTION At the September 8, 2014 meeting, the EPS Committee voted unanimously to recommend approval to the Village Board.

Attachment 1

2014 Crack Sealing and Seal Coating Services

Crack Control 2014 Name	From	To	Length	Total Length (ft)	Crack Seal (lbs)
Total				42,543	18,506
County Line Road	47th Street	County Line Court	161	5,382	2,341
County Line Road	County Line Court	First Street	331		
County Line Road	First Street	Third Street	1,010		
County Line Road	Third Street	Fourth Street	440		
County Line Road	Fourth Street	Woodside Avenue	520		
County Line Road	Woodside Avenue	Sixth Street	472		
County Line Road	Sixth Street	Seventh Street	564		
County Line Road	Seventh Street	Eighth Street	624		
County Line Road	Eighth Street	Woodland Avenue	250		
County Line Road	Woodland Avenue	Ninth Street	440		
County Line Road	Ninth Street	Pamela Circle	390		
County Line Road	Pamela Circle	55th Street	180		
Fourth Street	Elm Street	Oak Street	492	1,378	599
Fourth Street	Oak Street	County Line Road	886		
Garfield Street	First Street	Third Street	648	5,798	2,522
Garfield Street	Third Street	Fourth Street	392		
Garfield Street	Fourth Street	Fifth Street	532		
Garfield Street	Fifth Street	Sixth Street	294		
Garfield Street	Sixth Street	Ulm Place	322		
Garfield Street	Ulm Place	Seventh Street	332		
Garfield Street	Seventh Street	Eighth Street	649		
Garfield Street	Eighth Street	Ninth Street	651		
Garfield Street	Ninth Street	55th Street	652		
Garfield Street	57th Street	58th Street	681		
Garfield Street	58th Street	59th Street	645		
Washington Street	Ogden Avenue	Minneola	910	3,513	1,528
Washington Street	Minneola Street	Lansing Street	230		
Washington Street	Lansing Street	AC/PCC Change	120		
Washington Street	AC/PCC Change	Ayres	259		
Washington Street	Ayres Street	North Street	440		
Washington Street	North Street	Hickory Street	446		
Washington Street	Hickory Street	Walnut Street	541		
Washington Street	Walnut Street	Maple Street	567		
Eighth Street	Madison Street	Clay Street	617	2,615	1,138
Eighth Street	Clay Street	Vine Street	315		
Eighth Street	Vine Street	Grant Street	318		
Eighth Street	Grant Street	Lincoln Street	420		
Eighth Street	Lincoln Street	Washington Street	410		
Eighth Street	Washington Street	Garfield Street	535		

Princeton Road	N End	First Street	705	2,356	1025
Princeton Road	First Street	Third Street	653		
Princeton Road	Third Street	Woodside Avenue	738		
Princeton Road	Woodside Avenue	Sixth Street	260		

Vine Street	Hinsdale	Sixth	1,004	21,501	9353
Hillgrove	Oak	County Line	549		
Grant Street	55th	57th	3,975		
Grant Street	North	Chicago	4,662		
Monroe Street	Ogden	North	3,164		
North Street	Vine	Garfield	3,717		
Garfield Street	The Lane	Chicago	4,430		

BID OPENING: 4/2/14, 10:00 AM
CFB # ST-004C
CRACK SEALING AND SEAL COATING SERVICES
DUPAGE COUNTY
VILLAGE OF DOWNERS GROVE
MULTIPLE MUNICIPALITIES

ALL MUNICIPAL QUANTITIES

NO.	ITEM	QUANTITY	UNIT	#1 Patriot Pavement Maint. 825 Seegers Rd, Suite F Des Plaines, IL 60016		#2 Denler, Inc. 19148 S. 104th Avenue Mokena, IL 60448		#3 SKC Construction PO Box 503 West Dundee, IL 60118		#4 Behm Pavement Maint. 3010 Route 176 Crystal Lake, IL 60014	
					YEAR 1		YEAR 1		YEAR 1		YEAR 1
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
A	Crack Sealing Asphalt Pavement	355,414	LB	$1.22	$433,605.08	$1.253	$445,333.74	$1.42	$504,687.88	$2.25	$799,681.50
B	Crack and Joint Sealing PCC Pavement	1,898	LB	$2.00	$3,796.00	$2.950	$5,599.10	$1.42	$2,695.16	$3.50	$6,643.00
C	Fiber-Asphalt Crack Sealing Asphalt Pavement	65,200	LB	$1.30	$84,760.00	$1.355	$88,346.00	$1.46	$95,192.00	$2.75	$179,300.00
D	Seal Coat Bike Path	13,570	S.Y.	$0.95	$12,891.50	$0.783	$10,625.31	$1.01	$13,705.70	$1.75	$23,747.50
		Totals As Read->			$535,052.58		$549,904.15		$616,280.74		$1,009,372.00

Attachment 2

CONTRACT BETWEEN

VILLAGE OF HINSDALE

AND

PATRIOT PAVEMENT MAINTENANCE, INC.

FOR

CRACK SEALING AND SEAL COATING SERVICES

DUPAGE MUNICIPAL PARTNERING INITIATIVE
VILLAGE OF DOWNERS GROVE BID #ST-004C

CONTRACT BETWEEN

VILLAGE OF HINSDALE

AND

PATRIOT PAVEMENT MAINTENANCE, INC.

FOR

CRACK SEALING AND SEAL COATING SERVICES

DUPAGE MUNICIPAL PARTNERING INITIATIVE
VILLAGE OF DOWNERS GROVE BID #ST-004C

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ATTACHMENT B Village of Hinsdale 2014 MPI Streets Quantities
ATTACHMENT C BNSF Application for Temporary Occupancy

CONTRACT BETWEEN

VILLAGE OF HINSDALE

AND

PATRIOT PAVEMENT MAINTENANCE, INC.

FOR

CRACK SEALING AND SEAL COATING SERVICES

DUPAGE MUNICIPAL PARTNERING INITIATIVE
VILLAGE OF DOWNERS GROVE BID #ST-004C

CONTRACT BETWEEN

VILLAGE OF HINSDALE

AND

PATRIOT PAVEMENT MAINTENANCE, INC.

FOR

CRACK SEALING AND SEAL COATING SERVICES

DUPAGE MUNICIPAL PARTNERING INITIATIVE
VILLAGE OF DOWNERS GROVE BID #ST-004C

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CONTRACT BETWEEN

VILLAGE OF HINSDALE

AND

PATRIOT PAVEMENT MAINTENANCE, INC.

FOR

CRACK SEALING AND SEAL COATING SERVICES

DUPAGE MUNICIPAL PARTNERING INITIATIVE
VILLAGE OF DOWNERS GROVE BID #ST-004C

In consideration of the mutual promises set forth below, the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, a public corporation ("Owner"), and SUCCESSFUL BIDDER AND ADDRESS ("Contractor"), make this Contract as of the _____ day of _____, *2014*, and hereby agree as follows:

ARTICLE I
THE WORK

Per the bid documents and specifications, crack sealing is to be performed at the locations listed in Attachment B. Contract quantities are also listed in Attachment B.

1.1 Performance of the Work

Contractor shall, at its sole cost and expense, provide, perform, and complete all of the following, all of which is herein referred to as the "Work":

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, as defined and in accordance with Attachment A and Attachment B.

2. Permits. The Contractor shall procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

3. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

4. Taxes. Pay all applicable federal, state, and local taxes.

5. Miscellaneous. Do all other things required of Contractor by this Contract, including, without limitation, arranging for utility and other services needed for the Work and for testing, including the installation of temporary utility lines, wiring, switches, fixtures, hoses, connections, and meters, and providing sufficient sanitary conveniences and shelters to accommodate all workers and all personnel of Owner engaged in the Work.

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall coordinate with the Village Engineer to agree upon a "Commencement Date" for the Work. The Contractor shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract within 30 Working Days as defined by article 108.04 of the Standard Specifications. The Work shall be completed no later than October 30, 2014.

1.3 Required Submittals

A. Submittals Required. Contractor shall submit to Owner all documents, data, and information specifically required to be submitted by Contractor under this Contract and shall, in addition, submit to Owner all such drawings, specifications, descriptive information, and engineering documents, data, and information as may be required, or as may be requested by Owner, to show the details of the Work, including a complete description of all equipment, materials, and supplies to be provided under this Contract ("Required Submittals"). Such details shall include, but shall not be limited to, design data, structural and operating features, principal dimensions, space required or provided, clearances required or provided, type and brand of finish, and all similar matters, for all components of the Work.

B. Number and Format. Contractor shall provide three complete sets for each Required Submittal. All Required Submittals, except drawings, shall be prepared on white 8-1/2 inch by 11 inch paper. Two blueline prints and one sepia transparency of each drawing shall be provided. All prints of drawings shall be folded to 8-1/2 inches by 11 inches, or less. All drawings shall be clearly marked in the lower right-hand corner with the names of Owner and Contractor.

C. Time of Submission and Owner's Review. All Required Submittals shall be provided to Owner no later than the time, if any, specified in this Contract for their

submission or, if no time for submission is specified, in sufficient time, in Owner's sole opinion, to permit Owner to review the same prior to the commencement of the part of the Work to which they relate and prior to the purchase of any equipment, materials, or supplies that they describe. Owner shall have the right to require such corrections as may be necessary to make such submittals conform to this Contract. All such submittals shall, after final processing and review with no exception noted by Owner, become a part of this Contract. No Work related to any submittal shall be performed by Contractor until Owner has completed review of such submittal with no exception noted. Owner's review and stamping of any Required Submittal shall be for the sole purpose of examining the general management, design, and details of the proposed Work, shall not relieve Contractor of the entire responsibility for the performance of the Work in full compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

D. Responsibility for Delay. Contractor shall be responsible for any delay in the Work due to delay in providing Required Submittals conforming to this Contract.

1.4 Review and Interpretation of Contract Provisions

Contractor represents and warrants that it has carefully reviewed this Contract, including all of its Attachments. Contractor shall, at no increase in the Contract Price, provide workmanship, equipment, materials, and supplies that fully conform to this Contract. Whenever any equipment, materials or supplies are specified or described in this Contract by using the name or other identifying feature of a proprietary product or the name or other identifying feature of a particular manufacturer or vendor, the specific item mentioned shall be understood as establishing the type, function and quality desired. Other manufacturers' or vendors' products may be accepted, provided that the products proposed are equivalent in substance and function to those named as determined by Owner in its sole and absolute discretion.

"Standard Specifications" refers to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, as adopted on January 1, 2012.

Technical Terms and Conditions set forth in Appendix A apply to all line items listed in Attachment B.

Contractor shall promptly notify Owner of any discrepancy, error, omission, ambiguity, or conflict among any of the provisions of this Contract before proceeding with any Work affected thereby. If Contractor fails to give such notice to Owner, then the subsequent decision of Owner as to which provision of this Contract shall govern shall be final, and any corrective work required shall not entitle Contractor to any damages, to any compensation in excess of the Contract Price, or to any delay or extension of the Contract Time.

When the equipment, materials, or supplies furnished by Contractor cannot be installed as specified in this Contract, Contractor shall, without any increase in the Contract Price, make all modifications required to properly install the equipment, materials, or supplies. Any such modification shall be subject to the prior review and consent of Owner.

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

Contractor shall be solely responsible for locating all existing underground installations by prospecting no later than two workdays prior to any scheduled excavation or trenching, whichever is earlier. Contractor shall check all dimensions, elevations, and quantities indicated in this Contract within the same time period as set forth above for prospecting underground installations. Contractor shall lay out the Work in accordance with this Contract and shall establish and maintain such locations, lines and levels. Wherever pre-existing work is encountered, Contractor shall verify and be responsible for dimensions and location of such pre-existing work. Contractor shall notify Owner of any discrepancy between the dimensions, elevations and quantities indicated in this Contract and the conditions of the Work Site or any other errors, omissions or discrepancies which Contract may discover during such inspections. Full instructions will be furnished by Owner should such error, omission, or discrepancy be discovered, and Contractor shall carry out such instructions as if originally specified and without any increase in Contract Price.

1.6 Technical Ability to Perform

Contractor represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.7 Financial Ability to Perform

Contractor represents and warrants that it is financially solvent, and Contractor has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

Contractor shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply continuously and shall not be limited to normal working hours. Contractor shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

Contractor shall conduct all of its operations without interruption or interference with vehicular and pedestrian traffic on public and private rights-of-way, unless it has obtained permits therefor from the proper authorities. If any public or private right-of-way shall be rendered unsafe by Contractor's operations, Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.

1.10 Cleanliness of the Work Site and Environs

Contractor shall keep the Work Site and adjacent areas clean at all times during performance of the Work and shall, upon completion of the Work, leave the Work Site and adjacent areas in a clean and orderly condition.

1.11 Damage to the Work, the Work Site, and Other Property

The Work and everything pertaining thereto shall be provided, performed, completed, and maintained at the sole risk and cost of Contractor from the Commencement Date until Final Payment. Contractor shall be fully responsible for the protection of all public and private property and all persons. Without limiting the foregoing, Contractor shall, at its own cost and expense, provide all permanent and temporary shoring, anchoring and bracing required by the nature of the Work in order to make all parts absolutely stable and rigid, even when such shoring, anchoring and bracing is not explicitly specified, and support and protect all buildings, bridges, roadways, conduits, wires, water pipes, gas pipes, sewers, pavements, curbs, sidewalks, fixtures and landscaping of all kinds and all other public or private property that may be encountered or endangered in providing, performing and completing the Work. Contractor shall have no claim against Owner because of any damage or loss to the Work or to Contractor's equipment, materials, or supplies from any cause whatsoever, including damage or loss due to simultaneous work by others. Contractor shall, promptly and without charge to Owner, repair or replace, to the satisfaction of Owner, any damage done to, and any loss suffered by, the Work and any damage done to, and any loss suffered by, the Work Site or other property as a result of

the Work. Notwithstanding any other provision of this Contract, Contractor's obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of Owner or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

A. Approval and Use of Subcontractors and Suppliers. Contractor shall perform the Work with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by Owner in writing. All subcontractors, suppliers, and subcontracts used by Contractor shall be acceptable to, and approved in advance by, Owner. Owner's approval of any subcontractor, supplier, and subcontract shall not relieve Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. All Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of Contractor. Every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors and suppliers of Contractor. Every subcontract shall include a provision binding the subcontractor or supplier to all provisions of this Contract.

B. Removal of Subcontractors and Suppliers. If any subcontractor or supplier fails to perform the part of the Work undertaken by it in a manner satisfactory to Owner, Contractor shall immediately upon notice from Owner terminate such subcontractor or supplier. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time as a result of any such termination.

1.13 Simultaneous Work By Others

Owner shall have the right to perform or have performed such other work as Owner may desire in, about, or near the Work Site during the performance of the Work by Contractor. Contractor shall make every reasonable effort to perform the Work in such manner as to enable both the Work and such other work to be completed without hindrance or interference from each other. Contractor shall afford Owner and other contractors reasonable opportunity for the execution of such other work and shall properly coordinate the Work with such other work.

1.14 Occupancy Prior to Final Payment

Owner shall have the right, at its election, to occupy, use, or place in service any part of the Work prior to Final Payment. Such occupancy, use, or placement in service shall be conducted in such manner as not to damage any of the Work or to unreasonably interfere with the progress of the Work. No such occupancy, use, or placement in service shall be construed as an acceptance of any of the Work or a release or satisfaction of Contractor's duty to insure and protect the Work, not shall it, unless conducted in an unreasonable manner, be considered as an interference with Contractor's provision, performance, or completion of the Work.

1.15 Owner's Right to Terminate or Suspend Work for Convenience

A. Termination or Suspension for Convenience. Owner shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Contractor. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Contractor shall, as and to the extent directed, stop Work under this Contract, cease all placement of further orders or subcontracts, terminate or suspend Work under existing orders and subcontracts, cancel any outstanding orders or subcontracts that may be cancelled, and take any action necessary to protect any property in its possession in which Owner has or may acquire any interest and to dispose of such property in such manner as may be directed by Owner.

B. Payment for Completed Work. In the event of any termination pursuant to Subsection 1.15A above, Owner shall pay Contractor (1) such direct costs, excluding overhead, as Contractor shall have paid or incurred for all Work done in compliance with, and as required by or pursuant to, this Contract up to the effective date of termination together with ten percent of such costs for overhead and profit; and (2) such other costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination. Any such payment shall be offset by any prior payment or payments and shall be subject to Owner's rights to withhold and deduct as provided in this Contract.

ARTICLE II
CHANGES AND DELAYS

2.1 Changes

Owner shall have the right, by written order executed by Owner, to make changes in the Contract, the Work, the Work Site, and the Contract Time ("Change Order"). If any Change Order causes an increase or decrease in the amount of the Work, an equitable adjustment in the Contract Price or Contract Time may be made. All claims by Contractor for an equitable adjustment in either the Contract Price or the Contract Time shall be made within two business days following receipt of such Change Order, and shall, if not made prior to such time, be conclusively deemed to have been waived. No decrease in the amount of the Work caused by any Change Order shall entitle Contractor to make any claim for damages, anticipated profits, or other compensation.

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection

2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III
CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

A. Inspection. Until Final Payment, all parts of the Work shall be subject to inspection and testing by Owner or its designated representatives. Contractor shall furnish, at its own expense, all reasonable access, assistance, and facilities required by Owner for such inspection and testing.

B. Re-Inspection. Re-inspection and re-testing of any Work may be ordered by Owner at any time, and, if so ordered, any covered or closed Work shall be uncovered or opened by Contractor. If the Work is found to be in full compliance with this Contract, then Owner shall pay the cost of uncovering, opening, re-inspecting, or re-testing, as the case may be. If such Work is not in full compliance with this Contract, then Contractor shall pay such cost.

C. Correction. Until Final Payment, Contractor shall, promptly and without charge, repair, correct, or replace all or any part of the Work that is defective, damaged, flawed, or unsuitable or that in any way fails to conform strictly to the requirements of this Contract.

3.2 Warranty of Work

A. Scope of Warranty. Contractor warrants that the Work and all of its components shall be free from defects and flaws in design, workmanship, and materials; shall strictly conform to the requirements of this Contract; and shall be fit, sufficient and suitable for the purposes expressed in, or reasonably inferred from, this Contract. The warranty herein expressed shall be in addition to any other warranties expressed in this Contract, or expressed or implied by law, which are hereby reserved unto Owner.

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment A requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning

said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

If, within two business days after Owner gives Contractor notice of any defect, damage, flaw, unsuitability, nonconformity, or failure to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of this Contract, Contractor neglects to make, or undertake with due diligence to make, the necessary corrections, then Owner shall be entitled to make, either with its own forces or with contract forces, the corrections and to recover from Contractor all resulting costs, expenses, losses, or damages, including attorneys' fees and administrative expenses.

ARTICLE IV
FINANCIAL ASSURANCES

4.1 Bonds

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, on forms provided by, or otherwise acceptable to, Owner, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price ("Bonds"). Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Attachment A. This insurance shall include the Village of Hinsdale named as additional insured. For good cause shown, Owner may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as Owner may impose in the exercise of its sole discretion. Such policies shall be in a form, and from companies, acceptable to Owner. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the insurance company thereof shall have given the expiration of 30 days after written notice to Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while correcting any failure to meet warranty pursuant to Section 3.2 of this Contract, maintain and keep in force, at Contractor's expense, the minimum insurance coverages and limits set forth in Attachment A.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees

part so accepted shall be for a period of one (1) year from the date of such partial acceptance, in writing, by the Village Engineer. Work performed due to this warranty requirement shall be guaranteed for a period of one (1) year.

5.5 Liens

A. Title. Nothing in this Contract shall be construed as vesting in Contractor any right of property in any equipment, materials, supplies, and other items provided under this Contract after they have been installed in, incorporated into, attached to, or affixed to, the Work or the Work Site. All such equipment, materials, supplies, and other items shall, upon being so installed, incorporated, attached or affixed, become the property of Owner, but such title shall not release Contractor from its duty to insure and protect the Work in accordance with the requirements of this Contract.

B. Waivers of Lien. Contractor shall, from time to time at Owner's request and in any event prior to Final Payment, furnish to Owner such receipts, releases, affidavits, certificates, and other evidence as may be necessary to establish, to the reasonable satisfaction of Owner, that no lien against the Work or the public funds held by Owner exists in favor of any person whatsoever for or by reason of any equipment, material, supplies, or other item furnished, labor performed, or other thing done in connection with the Work or this Contract ("Lien") and that no right to file any Lien exists in favor of any person whatsoever.

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

D. Protection of Owner Only. This Section shall not operate to relieve Contractor's surety or sureties from any of their obligations under the Bonds, nor shall it be deemed to vest any right, interest, or entitlement in any subcontractor or supplier. Owner's retention of funds pursuant to this Section shall be deemed solely for the protection of its own interests pending removal of such Liens by Contractor, and Owner shall have no obligation to apply such funds to such removal but may, nevertheless, do so where Owner's interests would thereby be served.

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract;

(3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

B. Use of Withheld Funds. Owner shall be entitled to retain any and all amounts withheld pursuant to Subsection 5.6A above until Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to Owner. Owner shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees and administrative expenses incurred, suffered, or sustained by Owner and chargeable to Contractor under this Contract.

ARTICLE VI

DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any requirement, direction, instruction, interpretation, determination, or decision of Owner, Contractor may notify Owner in writing of its dispute or objection and of the amount of any equitable adjustment to the Contract Price or Contract Time to which Contractor claims it will be entitled as a result thereof; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as required, directed, instructed, interpreted, determined, or decided by Owner, without regard to such dispute or objection. Unless Contractor so notifies Owner within two business days after receipt of such requirement, direction, instruction, interpretation, determination, or decision, Contractor shall be conclusively deemed to have waived all such disputes or objections and all claims based thereon.

B. Negotiation of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, Owner and Contractor agree to engage in good faith negotiations. Within three business days after Owner's receipt of Contractor's written notice of dispute or objection, a conference between Owner and Contractor shall be held to resolve the dispute. Within three business days after the end of the conference, Owner shall render its final decision, in writing, to Contractor. If Contractor objects to the final decision of Owner, then it shall, within three business days, give Owner notice thereof and, in such notice, shall state its final demand for settlement of the dispute. Unless Contractor so notifies Owner, Contractor shall be conclusively deemed (1) to have agreed to and accepted Owner's final decision and (2) to have waived all claims based on such final decision.

and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V
PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth in this Article V and special provisions, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment B, not to exceed $24,058 subject to any additions, deductions, or withholdings provided for in this Contract.

5.2 Taxes and Benefits

Owner is exempt from and shall not be responsible to pay, or reimburse Contractor for, any state or local sales, use, or excise taxes. The Contract Price includes all other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, or premium is hereby waived and released by Contractor.

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A and article 109.07(a) of the Standard Specifications except as modified herein:

1) Retainer: A maximum retainer or 10% of the total contract price will be administered to all partial payments. The retainer may be reduce at the Engineer's discretion in accordance with the Local Roads Special Provisions #15 of the Standard Specifications.

2) Retainer Time frame. The Village shall reserve the right to withhold the retainer for up to one (1) year after acceptance of all improvements to act as a warranty bond to ensure correction of deficiencies of work that may arise during the warranty period.

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering,

all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

C. Work Entire. This Contract and the Work are entire and the Work as a whole is of the essence of this Contract. Notwithstanding any other provision of this Contract, each and every part of this Contract and of the Work are interdependent and common to one another and to Owner's obligation to pay all or any part of the Contract Price or any other consideration for the Work. Any and all Progress Payments made pursuant to this Article are provided merely for the convenience of Contractor and for no other purpose.

5.4 Final Acceptance and Final Payment

A. Notice of Completion. When the Work has been completed and is ready in all respects for acceptance by Owner, Contractor shall notify Owner and request a final inspection ("Notice of Completion"). Contractor's Notice of Completion shall be given sufficiently in advance of the Completion Date to allow for scheduling of the final inspection and for completion or correction before the Completion Date of any items identified by such inspection as being defective, damaged, flawed, unsuitable, nonconforming, incomplete, or otherwise not in full compliance with, or as required by or pursuant to, this Contract ("Punch List Work").

B. Punch List and Final Acceptance. The Work shall be finally accepted when, and only when, the whole and all parts thereof shall have been completed to the satisfaction of Owner in full compliance with, and as required by or pursuant to, this Contract. Upon receipt of Contractor's Notice of Completion, Owner shall make a review of the Work and notify Contractor in writing of all Punch List Work, if any, to be completed or corrected. Following Contractor's completion or correction of all Punch List Work, Owner shall make another review of the Work and prepare and deliver to Contractor either a written notice of additional Punch List Work to be completed or corrected or a written notice of final acceptance of the Work ("Final Acceptance").

C. Final Payment. As soon as practicable after Final Acceptance, Contractor shall submit to Owner a properly completed final Pay Request in the form provided by Owner ("Final Pay Request"). Owner shall pay to Contractor the balance of the Contract Price, after deducting therefrom all charges against Contractor as provided for in this Contract ("Final Payment"). Final Payment shall be made not later than 60 days after Owner approves the Final Pay Request. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner of and from any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner arising out of, relating to, or in connection with the Work.

D. Guarantee Period. The Contractor warrants all work performed under this contract is free from defects and was performed in accordance with the Contract Documents for a period of one (1) year from the date of final completion of the work, as accepted in writing; by the Village Engineer after all other parties have signed the document. In case of acceptance of a part of the work for use or occupancy prior to the final acceptance of the entire work, the guarantee for the

6.2 Contractor's Remedies

If Owner fails or refuses to satisfy a final demand made by Contractor pursuant to Section 6.1 of this Contract, or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten days following receipt of such demand, then Contractor shall be entitled to pursue such remedies, not inconsistent with the provisions of this Contract, as it may have in law or equity.

6.3 Owner's Remedies

If it should appear at any time prior to Final Payment that Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or has attempted to assign this Contract or Contractor's rights under this Contract, either in whole or in part, or has falsely made any representation or warranty in this Contract, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Contract or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure any such Event of Default within five business days after Contractor's receipt of written notice of such Event of Default, then Owner shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.

2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.

3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.

4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.

5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.

6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

7. Owner may withhold from any Progress Payment or Final Payment, whether or not previously approved, or may recover from Contractor, any and all costs, including attorneys' fees and administrative expenses, incurred by Owner as the result of any Event of Default or as a result of actions taken by Owner in response to any Event of Default.

8. Owner may recover any damages suffered by Owner.

6.4 Owner's Special Remedy for Delay

If the Work is not completed by Contractor, in full compliance with, and as required by or pursuant to, this Contract, within the Contract Time as such time may be extended by Change Order, then Owner may invoke its remedies under Section 6.3 of this Contract or may, in the exercise of its sole and absolute discretion, permit Contractor to complete the Work but charge to Contractor, and deduct from any Progress or Final Payments, whether or not previously approved, administrative expenses and costs for each day completion of the Work is delayed beyond the Completion Date, per article 108.09 of the Standard Specifications, as well as any additional damages caused by such delay.

6.5 Terminations and Suspensions Deemed for Convenience

Any termination or suspension of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination or suspension for the convenience of Owner under Section 1.15 of this Contract.

Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

All information supplied by Owner to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work.

7.6 No Waiver

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

7.7 No Third Party Beneficiaries

No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than Contractor shall be made or be valid against Owner.

7.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

Notices and communications to Owner shall be addressed to, and delivered at, the following address:

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, Illinois 60521
Attention: VILLAGE CLERK

with a copy to:
Klein, Thorpe, Jenkins
Lance Malina
20 N. Wacker Drive Suite 1660
Chicago, IL 60606-2903

ARTICLE VII
LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to Owner prior to the execution of this Contract, and that this Contract is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Contractor has, in procuring this Contract, colluded with any other person, firm, or corporation, then Contractor shall be liable to Owner for all loss or damage that Owner may suffer thereby, and this Contract shall, at Owner's option, be null and void.

Contractor hereby represents ands warrants that neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism, and neither Contractor nor any person affiliated with Contractor or that has an economic interest in Contractor or that has or will have an interest in the Work or will participate, in any manner whatsoever, in the Work is, directly or indirectly, engaged in, or facilitating, the Work on behalf of any such person, group, entity or nation.

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois

Notices and communications to Contractor shall be addressed to, and delivered at, the following address:

Patriot Pavement Maintenance, Inc.
825 Seegers
Des Plains, IL 60016

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

7.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

7.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.

7.11 Compliance with Laws

Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing the Work, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, has been attached as an Appendix to this Contract; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wage laws; the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and the Public Works Discrimination Act, 775 ILCS 10/1 et seq.; and any statutes regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' or suppliers', performance of, or failure to perform, the Work or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

7.12 Compliance with Patents

A. Assumption of Costs, Royalties, and Fees. Contractor shall pay or cause to be paid all costs, royalties, and fees arising from the use on, or the incorporation into, the Work, of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

7.13 Time

The Contract Time is of the essence of this Contract. Except where otherwise stated, references in this Contract to days shall be construed to refer to calendar days.

7.14 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract shall be in any way affected thereby.

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no

other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract to be executed in five original counterparts as of the day and year first written above.

(SEAL)

Attest/Witness:

By: _____

Title: _____

VILLAGE OF HINSDALE

By: _____
Kathleen Gargano
Village Manager

Attest/Witness

By: _____

Title: _____

PATRIOT PAVEMENT MAINTENANCE, INC.

By: _____

Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

_____, being first duly sworn on oath, deposes and states that all statements herein made are made on behalf of Contractor, that this deponent is authorized to make them, and that the statements contained herein are true and correct.

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a violation of the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") or other statutes, orders, rules, and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act, including, but not limited to, Executive Order 13224 effective September 24, 2001.

DATED this _____ day of _____, 20____

Attest/Witness:

PATRIOT PAVEMENT MAINTENANCE, INC.

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to before me this ____ day of _____, 20____

My Commission Expires: _____

_____

[SEAL]

ATTACHMENT A - CALL FOR BIDS CFB #ST-004C, CRACK SEALING AND SEALCOATING SERVICES

CALL FOR BIDS

CFB # ST-004C

BID DOCUMENTS AND SPECIFICATIONS

CRACK SEALING AND SEAL COATING SERVICES

FOR THE MUNICIPALITIES OF:

BURR RIDGE, DOWNERS GROVE, GLEN ELLYN, HINSDALE, LOMBARD, VILLA PARK, WAYNE, WEST CHICAGO, AND WOODRIDGE

VILLAGE OF DOWNERS GROVE

PUBLIC WORKS
5101 WALNUT AVENUE
DOWNERS GROVE, IL 60515
(630) 434-5460

SUBMISSION INFORMATION

Village of Downers Grove Public Works Department
5101 Walnut Ave
Downers Grove, IL 60515

INVITATION # ST-004C
BID OPENING DATE: April 2, 2014
TIME: 10:00 A.M. Local Time
LOCATION: Public Works

COPIES: One (1) original & ten (10) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: _____
Address: _____
City, State, Zip Code: _____

Crack Sealing and Seal Coating Services
per the specifications identified herein

I. BASE BID ITEMS

A. CRACK SEALING ASPHALT PAVEMENT

	Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1	**Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1**	**355,414**	**LB**	$ _____	$ _____
2	**Year 2 (optional)**	**352,800**	**LB**	$ _____	$ _____
3	**Year 3 (optional)**	**351,800**	**LB**	$ _____	$ _____

B. CRACK AND JOINT SEALING PCC PAVEMENT

	Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
4	**Crack and Joint Sealing PCC Pavement per the specifications identified herein- Year 1**	**1,898**	**LB**	$ _____	$ _____
5	**Year 2 (optional)**	**1,900**	**LB**	$ _____	$ _____
6	**Year 3 (optional)**	**1,900**	**LB**	$ _____	$ _____

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received in the Downers Grove Public Works Department, 5101 Walnut Ave, Downers Grove, IL 60515 until 10:00 a.m. local time on April 2, 2014, and then at said office publicly opened and read aloud for the following:

CFB NO: ST-004C
CFB ON: CRACK SEALING AND SEAL COATING SERVICES FOR THE MUNICIPALITIES OF:

BURR RIDGE, DOWNERS GROVE, GLEN ELLYN, HINSDALE, LOMBARD, VILLA PARK, WAYNE, WEST CHICAGO, AND WOODRIDGE

A NON-MANDATORY PRE-BID MEETING WILL BE HELD ON MARCH 26, 2014 AT 10:00 AM AT THE **DOWNERS GROVE PUBLIC WORKS DEPARTMENT, 5101 WALNUT AVE, DOWNERS GROVE, IL 60515.**

Scope of work includes: seal coating, routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, and installation of the compound within routed and cleaned cracks, to be performed throughout the Municipalities.

Plans, specifications and bid forms may be obtained at DOWNERS GROVE PUBLIC WORKS DEPARTMENT, 5101 WALNUT AVE, DOWNERS GROVE, IL 60515, or by calling (630) 434-5460.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Downers Grove for not less than five percent (5%) of the bid amount.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

Offers may not be withdrawn for a period of ninety (90) days after closing date without the consent of the Village Council.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Village of Downers Grove reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Municipalities.

Dated: March 19, 2014

C. FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT

	Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
4	**Fiber-Asphalt Crack Sealing Asphalt Pavement per the specifications identified herein- Year 1**	**65,200**	**LB**	$ _____	$ _____
5	**Year 2 (optional)**	**65,000**	**LB**	$ _____	$ _____
6	**Year 3 (optional)**	**65,000**	**LB**	$ _____	$ _____

D. SEAL COAT BIKE PATH

	Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
4	**Seal Coat Bike Path per the specifications identified herein- Year 1**	**13,570**	**SY**	$ _____	$ _____
5	**Year 2 (optional)**	**13,060**	**SY**	$ _____	$ _____
6	**Year 3 (optional)**	**15,360**	**SY**	$ _____	$ _____

BASE BID – YEAR 1 TOTALS

$ _____

E. ANNUAL DISCOUNT IF CONTRACTOR IS ALLOWED TO STORE EQUIPMENT AT MUNICIPAL FACILITY

Municipality	Will Municipality allow storage of equipment overnight at their facility?	Will Contractor utilize space at Municipality's facility to store equipment overnight? (Please check)	Annual Discount
Village of Burr Ridge	Yes	Yes ☐ No ☐	_____ %
Village of Downers Grove	No		n/a %
Village of Glen Ellyn	Yes	Yes ☐ No ☐	_____ %
Village of Hinsdale	Yes	Yes ☐ No ☐	_____ %
Village of Lombard	No		n/a %
Village of Villa Park	Yes	Yes ☐ No ☐	_____ %
Village of Wayne	No		n/a %
City of West Chicago	No		n/a %
Village of Woodridge	No		n/a %

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature:_____ **Company Name:**_____

Typed/Printed Name:_____ **Date:** _____

Title: _____ **Telephone Number:**_____

E-mail _____

1. **INTENT**
It is the intent of the Village of Burr Ridge (BURR RIDGE), the Village of Downers Grove (DOWNERS GROVE), the Village of Glen Ellyn (GLEN ELLYN), the Village of Hinsdale (HINSDALE), the Village of Lombard (LOMBARD), the Village of Villa Park (VILLA PARK), the Village of Wayne (WAYNE), the City of West Chicago (WEST CHICAGO), and the Village of Woodridge (WOODRIDGE) (collectively, the "Municipalities") to jointly bid roadway crack sealing and bike path seal coating services and award these services to a single contractor ("Contractor").

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Downers Grove is conducting the bidding process on behalf of the Municipalities. Each City and Village's municipal manager or board of trustees/council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Works on Public Works Act (30 ILCS 570/0.01).

2. **PRE-BID CONFERENCE**
A NON-MANDATORY PRE-BID CONFERENCE will be held on March 26, 2014 at 10:00 a.m. at the VILLAGE OF DOWNERS GROVE PUBLIC WORKS DEPARTMENT, 5101 WALNUT AVE, DOWNERS GROVE, ILLINOIS 60515.

Contractors interested in bidding this work are urged to attend the pre-bid conference. Attendance at this meeting is not mandatory; however, contractors are warned that no allowance will be granted to bidders unfamiliar with the work.

3. **BID PRICE**
Please submit pricing for the base bid items, which include year one (1) pricing for all work items.

As optional pricing, the Municipalities request fixed pricing for year two (2) and year three (3) for crack sealing asphalt pavement, crack and joint sealing PCC pavement, fiber-asphalt crack sealing, and seal coating bike paths.

The Contractor shall identify the discount for each Municipality if equipment staging is allowed at municipal facilities.

The Municipalities reserve the right to award in part or in whole, or to not award, whatever is deemed to be in the best interest of the municipality.

4. **SECURITY GUARANTEE**
Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to the Village of Downers Grove to serve as a guarantee that the bidders shall enter into a contract with the Municipalities to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Downers Grove will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement will be rejected as non-responsive.

5. **VOLUME/ESTIMATED QUANTITY**
The quantities indicated are estimated quantities. The Municipalities do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipality's requirements whether for more or less than the estimated amount.

The Municipalities reserve the right to increase and/or decrease quantities, add or delete locations or municipalities during the term of the Agreement, whatever is deemed to be in the best interest of the Municipalities.

6. **AWARD**

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be made by each Municipality on a total lump sum for its portion of the base bid. The Municipalities reserve the right to award in part or in whole or not award any portion of the bid, whatever is deemed to be in the best interest of the Municipalities. The Village of Downers Grove further reserves the right to reject any or all bids.

Each year, the individual Municipalities shall award their work to the Contractor independently of each other after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual Municipality per its scheduling with the Contractor regardless of whether all of the Municipalities' corporate authorities have approved their awards to the Contractor for their respective work by the individual Municipality's scheduled start date.

7. **TERM**

The Agreement shall be in effect for one (1) year from date of award. The Village of Downers Grove reserves the right to renew the Agreement for two (2) additional one (1) year terms, subject to acceptable performance by the Contractor and price identified herein. At the end of any contract term, the Village of Downers Grove reserves the right to extend this contract for a period of up to ninety (90) days for the purpose of getting a new contract in place.

Work in each Municipality shall begin in spring/summer 2014, pending approval by its corporate authorities. Upon each renewal, the Contractor shall provide services for the Municipalities per the schedule that each Municipality coordinates with the Contractor.

The Contractor will begin services for the Municipalities in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for a municipality upon mutual written consent by the municipality and the Contractor.

For any year beyond the initial year, this contract shall be contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of a municipality to appropriate funds in future contract years.

8. **CONTRACT BONDS**

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

8.1 A performance bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality as security for the faithful performance of the municipality's contract; and

8.2 A payment bond satisfactory to each municipality, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor or Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each municipality.

8.3 Documents required by this section must be received and approved by the municipality before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

9. **MODIFICATIONS**

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of each of the Municipality's Corporate Authorities.

10. **CONTACT WITH MUNICIPAL PERSONNEL**

All bidders are prohibited from making any contact with the respective Municipalities' Presidents/Mayors, Trustees, Council Members, or any other official or employee of the Municipalities (collectively, "Municipal Personnel") with regard to the call for bids , other than in the manner and to the person(s) designated herein. The respective City/Village Manager or Administrator reserves the right to disqualify any bidder found to have contacted Municipal Personnel in any manner with regard to the call for bids. Additionally, if the Manager or Administrator determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State's Attorney for review and prosecution.

11. **DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)**

Each Municipality's Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids , the Municipalities require all bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the bidders and any Municipality, their officials, and/or employees. If the bidders discover a potential or actual conflict of interest, the bidders must disclose the conflict of interest in its proposal, identifying the name of the municipal official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing bidder from consideration. Information provided by the bidders in this regard will allow the Municipality to take appropriate measures to ensure the fairness of the bidding process.

The Village of Downers Grove requires all bidders to submit a certification, enclosed with this bid packet, indicating that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid , all bidders acknowledge and accept that if any Municipality discovers an undisclosed potential or actual conflict of interest, that Municipality may disqualify the bidders and/or refer the matter to the appropriate authorities for investigation and prosecution.

12. **DOCUMENT OBTAINED FOR OTHER SOURCES**

The Village of Downers Grove is the only official source for bid packages and supporting materials. Registration with the Village of Downers Grove is the only way to ensure bidders receive all addenda and other notices concerning this project. The Village of Downers Grove cannot ensure that bidders who obtain bid packages from sources other than the Village of Downers Grove will receive addenda and other notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all addenda and other notices, may, at the Municipalities' discretion, be rejected as non-responsive and/or their bid disqualified. In such cases, the Village of Downers Grove will NOT re-release the project absent extraordinary circumstances.

13. **PREVAILING WAGE**

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.,* for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website (www.state.il.us/agency/idol/rates/rates.HTM) and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates throughout the duration of this Contract.

Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker's name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day These records shall be open to inspection at all reasonable hours by any representative of the Municipality or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the

job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Municipality will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).
For violations that occur after January 1, 2006, the debarment period – during which contracts are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, an new monetary penalty of $5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

14. **CERTIFIED PAYROLL REQUIREMENTS** (Public Act 94-0515)
Since this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Municipality no later than the tenth (10^{th}) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE MUNICIPALITY. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Municipality reserves the right to check the pay stubs of the workers on the job. The Municipality further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

15. **EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/)**
Pursuant to 30 ILCS 570/, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ at least 90% Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Downers Grove's Village Attorney.

16. **ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)**
In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

17. **WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT**
The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

18. **BIDDER QUALIFICATIONS AND EVALUATION CRITERIA**
The Bidders must be qualified Contractors and demonstrate the capability to provide services required in accordance with the bid specifications. This would include but may not be limited to:

A. Bid pricing
B. Compliance with specifications
C. Previous Municipality Experience
D. Submittal compliance

E. References
F. Not currently suspended from participation in any Local, State or Federal Projects

19. **AFFIDAVITS**

The following affidavits included in these contract documents must be executed and submitted with the bid:

A) References
B) Disqualification of Certain Bidders
C) Affidavit/Anti-collusion
D) Conflict of Interest Form
E) Tax Compliance
F) Identification of Subcontractors
G) Participation Affidavit
H) Campaign Disclosure Certificate

20. **SUBCONTRACTORS**

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary).

In the event the Contractor requires a change of the subcontractor(s) identified, a written request from the Contractor and a written approval from the Village of Downers Grove is required.

Notwithstanding written consent to subcontract approved by the Municipalities, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

21. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship are to be used.

22. **UNBALANCED BIDS**

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Downers Grove will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Municipalities.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Municipalities for the base bid (year one), years two (2) and/or three (3), the Municipalities reserve the right to reject such bid at the discretion of the Village of Downers Grove.

23. **OMISSIONS/HIDDEN CONDITIONS**

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the Municipalities , even though not specifically detailed or mentioned.

24. **ADDITIONAL INFORMATION**

Should the bidder require additional information about this bid, submit questions via email to: Andy Sikich asikich@downers.us. Questions must be submitted **no later than 4:00 p.m. on March 27, 2014.**

ANY and ALL changes to these specifications are valid only if they are included by written Addendum to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

25. **CAMPAIGN DISCLOSURE**

41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

41.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

26. **TOXIC SUBSTANCES DISCLOSURES**

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and equipment covered by said Act.

27. **RESPONSIVE BID**

27.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.

27.2 Bidders shall promptly notify the Village of Downers Grove of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

28. **JOINT PURCHASING/PURCHASING EXTENSION**

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees that the Village of Downers Grove shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

Bidder and the other Municipalities may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Municipality.

The bidder shall provide the other Municipalities with all documentation as required in the CFB, and as otherwise required by the Village of Downers Grove, including, but not limited to:

- 100% performance and payment bonds for the project awarded award by other Municipalities
- Certificate of insurance naming each additional Municipality as an additional insured
- Certified payrolls to each additional Municipality for work performed

29. **INSURANCE**

The Contractor shall maintain for the duration of the contract, including warranty period if applicable, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

29.1 **Workers' Compensation Insurance** covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

29.2 **Employers Liability** covering all liability of contractor as employer, with limits not less than: $1,000,000 per injury – per occurrence; $500,000 per disease – per employee; and $1,000,000 per disease – policy limit.

29.3 **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

General Aggregate Limit	$2,000,000
Each Occurrence Limit	$1,000,000

29.4 **Automobile Liability Insurance** shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit	$1,000,000

29.5 **Umbrella Coverage**: $2,000,000.

29.6 Contractor agrees that with respect to the above required insurance:

29.6.1 The CGL policy shall be endorsed for the general aggregate to apply on a "per project" basis;

29.6.2 To provide separate endorsements: to name **each Municipality** as additional insured as their interest may appear, and; to provide thirty (30) days notice, in writing, of cancellation or material change.

29.6.3 The Contractor's insurance shall be primary in the event of a claim.

29.6.4 **Each Municipality** shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

29.6.5 A **Certificate of Insurance** that states **each Municipality** has been endorsed as an "additional insured" by the Contractor's **insurance carrier**. **Specifically, this Certificate must include the following language: "The (municipality's name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above referenced policy number_____ on a primary and non contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

29.7 **Failure to Comply**: In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, each municipality may purchase such insurance coverages and charge the expense

thereof to the Contractor.

30. **HOLD HARMLESS**

The Contractor agrees to indemnify, save harmless and defend the Village of Burr Ridge, the Village of Downers Grove, the Village of Glen Ellyn, the Village of Hinsdale, the Village of Lombard, the Village of Villa Park, the Village of Wayne, the City of West Chicago, and the Village of Woodridge , and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this Contract . The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of Municipalities, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

31. **CHANGE IN STATUS**

The Contractor shall notify each Municipality immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by another party; (b) change in greater than 5% ownership interest; (c) Contractor becomes insolvent; (d) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) Contractor ceases to conduct its operations in the normal course of business. The Municipalities shall have the option to terminate its agreement with the Contractor immediately on written notice based on any such change in status.

32. **CHANGE ORDERS**

The Municipalities believe that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications**. All Change Orders and alternative suggestions must be approved by the municipality prior to execution.

32.1 Change Orders shall comply with 720 ILCS 5/33E-9.

32.2 Detailed written Requests for Change Orders must be submitted to the Municipality's Representative on the form provided by the Municipality . (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Municipality's Purchasing Manager or other authorized agent.

32.3 Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

32.4 A written Change Order must be issued by the affected Municipality's Purchasing Manager or other authorized agent prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

33. **INVOICES, PAYMENTS, AND QUANTITIES**

The Contractor shall submit invoices for each Municipality detailing the services provided directly to the respective Municipality . All services shall be invoiced based on unit pricing and quantities used. The Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipalities. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Burr Ridge
Paul D. May, P.E.
Director of Public Works
451 Commerce Street
Burr Ridge, IL 60527

Village of Downers Grove
Andy Sikich
5101 Walnut Ave
Downers Grove, IL 60515

Village of Glen Ellyn
Julius Hansen, DPW
30 S. Lambert Road
Glen Ellyn, IL 60137

Village of Hinsdale
George Franco
19 E. Chicago Ave
Hinsdale, IL 60521

Village of Lombard
Tom Dixon
1051 S. Hammerschmidt Ave.
Lombard, IL 60148

Village of Villa Park
Public Works Department
Attn: Kevin Mantels
20 South Ardmore Ave.
Villa Park, IL 60181

Village of Wayne
Attn: Dan Lynch
5 N 430 Railroad Street
PO Box 532
Wayne, IL 60182

City of West Chicago
Director of Public Works
475 Main Street
West Chicago, IL 60185

Village of Woodridge
Adam Frederick, P.E.
Department of Public Works
1 Plaza Drive
Woodridge, IL 60517

34. **PRECEDENCE**
Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Downers Grove Call for Bids General Terms & Specifications and the Contractor's Bid Response.

35. **JURISDICTION, VENUE, CHOICE OF LAW**
This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in 18th Judicial Circuit Court of DuPage County.

36. **NON-ENFORCEMENT BY THE MUNICIPALITIES**
The Contractor shall not be excused from complying with any of the requirements of this Contract because of any failure on the part of the Municipality, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

37. **INDEPENDENT CONTRACTOR**
The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Municipality.

38. **TERMINATION**
The Village of Downers Grove reserves the right to terminate this contract, or any part of this contract, upon ten (10) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Municipalities for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Municipalities shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

39. **VILLAGE CONTRACTOR'S LICENSE**
The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Municipality in which the work is performed.

40. **AUDIT/ACCESS TO RECORDS**
A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the Municipality . The Municipality or any of its duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to

include access to records as specified above. This requirement is applicable to all negotiated change orders and contract amendments in excess of $25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all its contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of $25,000.

C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.

D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:

i. negotiated prime contractors;
ii. negotiated change orders or contract amendments in excess of $25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
iii. subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:

i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

41. **GUARANTEE**

Contractor shall guarantee all work performed under this contract for a period of one (1) year. Said guarantee period shall begin upon final acceptance of all improvements by the municipality.

42. **COOPERATION WITH FOIA COMPLIANCE**

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

LABOR STATUTES, RECORDS AND RATES

CONSTRUCTION CONTRACTS

for

MUNICIPALITIES - STATE OF ILLINOIS **MARCH 2014**

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

1.0 Equal Employment Opportunity:

1.1 Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property."

1.2 Illinois Constitution, Article I, Section 18, which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."

1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof."

1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."

3.0 The Servicemen's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen."

4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The current Schedule of Prevailing Wages for DuPage County must be prominently posted at the project site by the Contractor.

4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

4.1.1 The Municipality shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Municipality . It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."

4.2.1 The Contractor shall submit to the Municipality by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

6.0. **DRUG FREE WORK PLACE**

6.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

6.1.1 Publishing a statement:
(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village'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.

6.1.2 Establishing a drug free awareness program to inform employees about:
(1) the dangers of drug abuse in the workplace;
(2) the Village's or Contractor's policy of maintaining a drug free workplace;
(3) any available drug counseling, rehabilitation and employee assistance programs;
(4) the penalties that may be imposed upon employees for drug violations.

6.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

6.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.

6.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

6.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

6.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7.0 **SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT**

7.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act , 820 ILCS 265/1 *et seq.*, and further agrees that all of its subcontractors shall comply with such Act..

As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

8.0 **PATRIOT ACT COMPLIANCE**

8.1 The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the municipality or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract.

The current Prevailing Wages Rates for DuPage County can be found at:

http://www.state.il.us/agency/idol/rates/rates.HTM

1. **SCOPE OF WORK**

The Village of Downers Grove requests bids for roadway crack sealing and bike path seal coating services, which will include routing of asphalt and concrete pavement cracks, cleaning of routed cracks, provision of crack sealant compound, installation of the compound within routed and cleaned cracks, and seal coating of bike paths, to be performed throughout the Village of Burr Ridge (BURR RIDGE), the Village of Downers Grove (DOWNERS GROVE), the Village of Glen Ellyn (GLEN ELLYN), the Village of Hinsdale (HINSDALE), the Village of Lombard (LOMBARD), the Village of Villa Park (VILLA PARK), the Village of Wayne (WAYNE), the City of West Chicago (WEST CHICAGO), and the Village of Woodridge (WOODRIDGE) (collectively, the "Municipalities"). The successful bidder ("Contractor") will provide seal coating per the specifications in the attached Appendix A, as well as crack sealing services (i.e., crack routing, crack cleaning, and crack filling) per the Illinois Department of Transportation (IDOT) specifications offered in sections 451 and 452 of its "Standard Specifications for Road and Bridge Construction (Adopted January 1, 2012) - Supplemental Specifications and Recruiting Special Provisions (Adopted January 1, 2014), as amended by the attached **Appendix A**.

2. **PROJECT DELIVERABLES / QUANTITIES**

The Contractor shall seal coat, route cracks, clean routed cracks, provide crack sealant compound, and install the compound within routed and cleaned cracks at various locations throughout the Municipalities per the specifications shown in **Appendix A**. Per **Appendix A**, the Contractor shall provide sealant that meets IDOT specifications offered in section 1050.02 of its "Standard Specifications for Road and Bridge Construction (Adopted January 1, 2012) - Supplemental Specifications and Recruiting Special Provisions (Adopted January 1, 2014)." On the request of the Municipalities, the Contractor will provide proof that the sealant it is providing meets the IDOT specifications. The contractor shall not be permitted to work in the rain or install sealant into cracks in which water is standing. The tables below provide estimates for locations and quantities for services/good to be provided. The quantities listed in the table are estimated quantities. The actual quantities ordered by the Municipalities may be fewer or greater than those listed depending on the conditions of the Municipalities' roadways during a particular year. Numbers of general locations (e.g., roadways) are offered for only the year 2014. The number of locations for the years 2015 and 2016 may differ from the number of locations for the years 2015 and 2016. The number of locations for the years 2015 and 2016 should be similar to those listed for 2014, and should be reduced or increased proportionally where the quantities for feet of cracks and pounds of sealant are fewer or greater than those listed for the year 2014.

A. CRACK SEALING ASPHALT PAVEMENT QUANTITIES

Municipality	Year	Number of locations	Quantity	Unit
Village of Burr Ridge	2014	30	12,000	Pounds of sealant
	2015	NA	12,000	Pounds of sealant
	2016	NA	12,000	Pounds of sealant
Village of Downers Grove	2014	84	92,000	Pounds of sealant
	2015	NA	92,000	Pounds of sealant
	2016	NA	92,000	Pounds of sealant
Village of Hinsdale	2014	3	3,800	Pounds of sealant
	2015	NA	3,800	Pounds of sealant
	2016	NA	3,800	Pounds of sealant

Village of Lombard	2014	78	95,000	Pounds of sealant
	2015	NA	95,000	Pounds of sealant
	2016	NA	95,000	Pounds of sealant
Village of Villa Park	2014	14	35,000	Pounds of sealant
	2015	NA	35,000	Pounds of sealant
	2016	NA	35,000	Pounds of sealant
Village of Wayne	2014	15	16,000	Pounds of sealant
	2015	NA	16,000	Pounds of sealant
	2016	NA	16,000	Pounds of sealant
City of West Chicago	2014	4	28,000	Pounds of sealant
	2015	NA	28,000	Pounds of sealant
	2016	NA	28,000	Pounds of sealant
Village of Woodridge	2014	55	73,614	Pounds of sealant
	2015	NA	71,000	Pounds of sealant
	2016	NA	70,000	Pounds of sealant
2014 TOTAL			355,414	Pounds of sealant
2015 TOTAL			352,800	Pounds of sealant
2016 TOTAL			351,800	Pounds of sealant

B. CRACK AND JOINT SEALING PCC PAVEMENT QUANTITIES

Municipality	Year	Number of locations	Quantity	Unit
Village of Glen Ellyn	2014	3	500	Pounds of sealant
	2015	NA	500	Pounds of sealant
	2016	NA	500	Pounds of sealant
Village of Lombard	2014	7	1,398	Pounds of sealant
	2015	NA	1,400	Pounds of sealant
	2016	NA	1,400	Pounds of sealant
2014 TOTAL			1,898	Pounds of sealant
2015 TOTAL			1,900	Pounds of sealant
2016 TOTAL			1,900	Pounds of sealant

C. FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT QUANTITIES

Village of Downers Grove	2014	41	45,200	Pounds of sealant
	2015	NA	45,000	Pounds of sealant
	2016	NA	45,000	Pounds of sealant
Village of Glen Ellyn	2014	10	20,000	Pounds of sealant
	2015	NA	20,000	Pounds of sealant
	2016	NA	20,000	Pounds of sealant
2014 TOTAL			65,200	Pounds of sealant
2015 TOTAL			65,000	Pounds of sealant
2016 TOTAL			65,000	Pounds of sealant

D. SEAL COAT BIKE PATH QUANTITIES

Municipality	Year	Number of locations	Quantity	Unit
Village of Woodridge	2014	3	13,570	Square Yards
	2015	NA	13,060	Square Yards
	2016	NA	15,360	Square Yards
2014 TOTAL			13,570	Square Yards
2015 TOTAL			13,060	Square Yards
2016 TOTAL			15,360	Square Yards

3. SWEEPING AND COLLECTION OF DEBRIS

The Contractor shall mechanically sweep all streets with a street sweeper or equipment agreeable to the Engineer within 48 hours after it has been crack sealed. The removal of any excess debris blown or deposited onto parkways, sidewalks, walkways or driveways shall be included. Upon completion of sweeping and collection of debris, all roadways and adjacent areas must present an appearance that is satisfactory to the Engineer. This work will not be paid for separately and shall be included in the cost of the overall contract work.

4. INFORMATION TO BE PROVIDED BY THE MUNICIPALITY

For each year of the contract, each Municipality will supply the Contractor with one 11" x 17" map of its territory that highlights the locations for which the Contractor will provide crack sealing services. Each Municipality will also supply the Contractor with a list of the locations within its territory for which the Contractor will provide crack sealing services. Each list will show the estimated quantity for each location.

5. SCHEDULING OF WORK

Each year, the Municipalities shall schedule their work with the Contractor independently of each other. The Contractor will not be required to provide crack sealing services simultaneously in each Municipality; however, it shall complete the total volume of crack sealing services required by each Municipality within the term specified herein.

The Contractor shall provide crack sealing services for the Municipalities within the construction hours allowed by their local ordinances. For example, for Downers Grove, the construction hours will be on weekdays, 7:00 am to 7:00 pm. The Municipalities may prohibit the Contractor from working on weekends or holidays.

6. **CONTRACTOR'S PERSONNEL**
While working for the Municipalities, the Contractor shall be responsible for ensuring that all personnel are properly identified to minimize customer concerns regarding the presence of unusual utility workers on roadways, in parkways, etc. Specifically, the Contractor's employees shall display badges with the Contractor's business name and/or logo on it or a standard uniform with the Contractor's business name and/or logo on it.

7. **CONTRACTOR'S EQUIPMENT**
Each Municipality may provide the Contractor space at its Public Works facility to store equipment while the Contractor is providing the Municipality crack sealing services. In exchange for storage space, the Contractor shall identify the discount to each Municipality if space is provided. Access to facilities shall be established with the successful bidder.

8. **LANE/ROADWAYS CLOSURES**
The Contractor shall close lanes/roadways in the areas in which it is providing crack sealing services for the Municipalities. The Contractor shall close lanes per the specifications of the most current version of the "Manual on Uniform Traffic Control Devices" as issued by the Federal Highway Administration and adopted by the State of Illinois. While performing crack sealing services for the Municipalities, the Contractor will limit lane/road closures to the greatest extent possible, being particularly cognizant of the effects of such closures on roadways that experience high traffic volumes. Lane closures on roads with higher traffic volumes, as determined by the Engineer, shall be limited to one lane at a time, with flaggers used as necessary. Access to all properties shall remain open at all times unless work is taking place in the immediate vicinity, requiring that access be restricted on a temporary basis. Full access must be restored immediately upon the completion of any work blocking said access, and full access must be restored to all properties over weekends and legal holidays unless approved by the Engineer. Special consideration to hours and location of work near schools shall be made to allow for full and safe access during normal student arrival and departure schedules. The Contractor is responsible for all traffic control and this item is incidental to the cost of the overall contract work.

9. **DELIVERY OF SERVICES/GOODS**
The Contractor shall deliver services at the locations specified by each Municipality on the map and list of locations that the Municipality provides to the Contractor.

10. **TERM**
The term of this contract shall be one year with two optional one-year renewals. Each year, the Contractor shall provide services for each Municipality per the schedule that each Municipality coordinates with the Contractor. The Contractor will begin providing services for the Municipalities in spring/summer of each year, and will complete these services by September 30 of each year. The completion date may be extended for a Municipality if the extension is mutually agreed by the Municipality and the Contractor.

11. **ADVANCE NOTICE TO RESIDENTS**
The Contractor, at its sole expense, shall develop, print, and distribute to all affected residences a standardized door hanger, letter, or postcard (pre-approved by the Municipalities) that will provide advance notice to these residences of the crack sealing operations the Contractor will undertake. Affected residences will include all residences on each of the blocks on which the Contractor will provide crack sealing services for the Municipalities. The Contractor shall provide residences notice no later than 72 hours prior to the undertaking of its crack sealing operations on their block. The Municipalities, at their discretion, may furnish the Contractor with a sample document deemed suitable for notification.

In addition, the Contractor shall post suitable advance notice signs (at least 24 hours but not more than 48 hours prior to performing work in that location) on streets or bike paths scheduled to be crack sealed and/or seal coated. Signs are to be posted in both parkways, at intersection corners, and every 300 feet, facing all directions of travel. The Contractor, immediately upon completion of work on each street, shall remove all such signs. The sign used must indicate the type of work that is planned for the area (i.e. crack sealing or seal coating), the dates it is planned for, and "no parking" (if applicable), or any other language approved/required by the Municipality.

The Contractor is responsible for all advance notice to residents and this item is incidental to the cost of the overall contract work.

12. **PRICING**

Bidders will provide pricing for this contract per pound of crack sealant, or per square yard of seal coat, to be provided (installed per the specifications contained herein). A bidder's per-pound or per-square yard pricing will include all of its costs, including its costs for materials, installation services, sweeping/clean-up, the providing of advance notice about these services to residences, and any other incidental items of work included in this contract.

CONTRACTOR REFERENCES

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/
Telephone Number: _____

Dates of Service/Award
Amount: _____

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone
Number: _____

Dates of Service/Award
Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/
Telephone Number: _____

Dates of Service/Award
Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/
Telephone Number: _____

Dates of Service/Award
Amount: _____

Agency: _____

Address: _____

City, State, Zip Code: _____

Contact Person/
Telephone Number: _____

Dates of Service/Award
Amount: _____

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

(A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;

(B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;

(C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;

(D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;

(E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;

(F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;

(G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;

(H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;

(I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

_____

(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 2014

_____

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

_____, being first duly sworn,

deposes and says that he is _____
(Partner, Officer, Owner, Etc.)

of _____,
(Contractor)

the party making the foregoing proposal or bid, and that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

_____
(Signature of Bidder if the Bidder is an Individual)
(Signature of Partner if the Bidder is a Partnership)
(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 2014

_____
Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

ATTACHMENT B - CRACK SEAL LOCATIONS AND CONTRACT QUANTITIES

2014 Crack Sealing and Seal Coating Services

Crack Control 2014 Name	From	To	Length	Total Length (ft)	Crack Seal (lbs)
Total				42,543	18,506
County Line Road	47th Street	County Line Court	161	5,382	2,341
County Line Road	County Line Court	First Street	331		
County Line Road	First Street	Third Street	1,010		
County Line Road	Third Street	Fourth Street	440		
County Line Road	Fourth Street	Woodside Avenue	520		
County Line Road	Woodside Avenue	Sixth Street	472		
County Line Road	Sixth Street	Seventh Street	564		
County Line Road	Seventh Street	Eighth Street	624		
County Line Road	Eighth Street	Woodland Avenue	250		
County Line Road	Woodland Avenue	Ninth Street	440		
County Line Road	Ninth Street	Pamela Circle	390		
County Line Road	Pamela Circle	55th Street	180		
Fourth Street	Elm Street	Oak Street	492	1,378	599
Fourth Street	Oak Street	County Line Road	886		
Garfield Street	First Street	Third Street	648	5,798	2,522
Garfield Street	Third Street	Fourth Street	392		
Garfield Street	Fourth Street	Fifth Street	532		
Garfield Street	Fifth Street	Sixth Street	294		
Garfield Street	Sixth Street	Ulm Place	322		
Garfield Street	Ulm Place	Seventh Street	332		
Garfield Street	Seventh Street	Eighth Street	649		
Garfield Street	Eighth Street	Ninth Street	651		
Garfield Street	Ninth Street	55th Street	652		
Garfield Street	57th Street	58th Street	681		
Garfield Street	58th Street	59th Street	645		
Washington Street	Ogden Avenue	Minneola	910	3,513	1,528
Washington Street	Minneola Street	Lansing Street	230		
Washington Street	Lansing Street	AC/PCC Change	120		
Washington Street	AC/PCC Change	Ayres	259		
Washington Street	Ayres Street	North Street	440		
Washington Street	North Street	Hickory Street	446		
Washington Street	Hickory Street	Walnut Street	541		
Washington Street	Walnut Street	Maple Street	567		
Eighth Street	Madison Street	Clay Street	617	2,615	1,138
Eighth Street	Clay Street	Vine Street	315		
Eighth Street	Vine Street	Grant Street	318		
Eighth Street	Grant Street	Lincoln Street	420		
Eighth Street	Lincoln Street	Washington Street	410		
Eighth Street	Washington Street	Garfield Street	535		

Princeton Road	N End	First Street	705	2,356	1025
Princeton Road	First Street	Third Street	653		
Princeton Road	Third Street	Woodside Avenue	738		
Princeton Road	Woodside Avenue	Sixth Street	260		

Vine Street	Hinsdale	Sixth	1,004	21,501	9353
Hillgrove	Oak	County Line	549		
Grant Street	55th	57th	3,975		
Grant Street	North	Chicago	4,662		
Monroe Street	Ogden	North	3,164		
North Street	Vine	Garfield	3,717		
Garfield Street	The Lane	Chicago	4,430		

8c

DATE September 2, 2014

REQUEST FOR BOARD ACTION

AGENDA EPS Agenda **SECTION NUMBER**	**ORIGINATING** **DEPARTMENT** PUBLIC SERVICES
ITEM AWARD –Bid #1575 Street Sweeping	**APPROVAL**

There is $40,000 budgeted in Public Services Department funding (account 2202-7301) for the service of street sweeping. Village staff solicited bid packets to 9 street sweeping contractors for this service and received 4 bids for this service on August 29, 2014.

This is a three year contract which is renewed each year. The bidding parameters include items for straight time (daily hourly sweeping), complete town sweep, and Central Business District hourly sweeping which is completed between the hours of 5 a.m. and 7 a.m.

The low bid received was from the Village's current street sweeping contract vendor, DeJana Industries, Inc., with the following totals:

- Year 1 $33,521.60
- Year 2 $34,526.10
- Year 3 $35,563.40

A bid tabulation of the bids received is attached. Public Services staff will utilize services at the bid award per-unit pricing not to exceed $40,000 and recommends the award of bid #1575 for the service of street sweeping to DeJana Industries, Inc.

DeJana Industries, Inc has been the current vendor for the past four years and has continually provided satisfactory service for the Village.

If Committee concurs with this recommendation, the following motion would be appropriate:

MOTION: To award Bid #1575 for the service of street sweeping to DeJana Industries, Inc. in the year 1 bid estimated amount of $33,521.60.

STAFF APPROVALS

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL

COMMITTEE ACTION:

At the September 8, 2014 meeting, the EPS Committee voted unanimously to recommend approval to the Village Board.

BOARD ACTION:

PROJECT NUMBER: 1575
PROJECT NAME: Street Sweeping
DATE: 29-Aug-14
BUDGET: $40,000
ACCOUNT: 2202-7301

Name:	Dejana Industries, Inc	Illinois Central Sweeping	Hoving	Elgin Sweeping Services
Address:	2130 Oxford Rd. Des Plaines, IL 60018	2307 W. 135th PL Blue Island, IL 60406	2351 Powis Rd. W. Chicago, IL 60185	1015 W. Pershing Road Chicago, Il 60609
Bid Security:	10% bond	10 % check	10% Bond	Cashier's Check

Description	Unit	Qty Est	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
YEAR 1										
Street sweeping, straight time, Special events	HRS	150	81.76	12,264.00	116	17,400.00	110	16,500.00	130	19,500.00
Street sweeping, Town Sweep	Per circuit	2	6540.8	13,081.60	7308	14,616.00	6750	13,500.00	8320	16,640.00
Street sweeping, Central Business District	hours	100	81.76	8,176.00	116	11,600.00	110	11,000.00	130	13,000.00
EXTENDED TOTAL				33,521.60		43,616.00		41,000.00		49,140.00
YEAR 2										
Street sweeping, straight line, Special events	HRS	150	84.21	12,631.50	118.32	17,748.00	113	16,950.00	132	19,800.00
Street sweeping, Town Sweep	Per circuit	2	6736.8	13,473.60	7454.16	14,908.32	6952	13,904.00	8448	16,896.00
Street sweeping, Central Business District	HRS	100	84.21	8,421.00	118.32	11,832.00	113	11,300.00	132	13,200.00
EXTENDED TOTAL				34,526.10		44,488.32		42,154.00		49,896.00
YEAR 3										
Street sweeping, straight line, Special events	HRS	150	86.74	13,011.00	120.68	18,102.00	116.75	17,512.50	134	20,100.00
Street sweeping, Town Sweep	Per circuit	2	6939.2	13,878.40	7603.24	15,206.48	7161	14,322.00	8576	17,152.00
Street sweeping, Central Business District	HRS	100	86.74	8,674.00	120.68	12,068.00	116.75	11,675.00	134	13,400.00
EXTENDED TOTAL				35,563.40		45,376.48		43,509.50		50,652.00
THREE YEAR EXTENDED TOTAL				103,611.10		133,480.80		126,663.50		149,688.00

8d.

DATE September 2, 2014

REQUEST FOR BOARD ACTION

AGENDA EPS Agenda **SECTION NUMBER**	**ORIGINATING DEPARTMENT** PUBLIC SERVICES
ITEM Bid #1576 Sewer cleaning, televising, and root cutting	**APPROVAL**

The FY 2014-15 Budget includes $43,000 funding in Water & Sewer Department operations and maintenance (6102-7399) to contractually complete sewer cleaning, televising, and root cutting of sewers within the Village. Staff solicited Bid#1576 for this service to 12 companies and received 3 bids on August 29, 2014. The low bidder was National Power Rodding Inc., with a comparison bid price of $46,500. A bid comparison is attached. Quantities for sewer cleaning, televising, and root cutting are estimated and will be adjusted to remain under the budgeted amount of $43,000.

National Power Rodding Inc. has completed similar work for the Village in the past on a contractual and on-call basis with satisfactory results. Public Services staff would like to recommend to Committee the award of Bid #1576 for the services of sewer cleaning, televising, and root cutting to National Power Rodding, Inc., in the bid comparison amount of $46,500, not to exceed the budgeted amount of $43,000. If Committee concurs, the following motion would be appropriate:

MOTION: **To approve the award of Bid #1576 to National Power Rodding, Inc., in the comparison bid price of $46,500, not to exceed the budgeted amount of $43,000.**

STAFF APPROVALS

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

COMMITTEE ACTION:

At the September 8, 2014 meeting, the EPS Committee voted unanimously to recommend approval to the Village Board.

BOARD ACTION:

PROJECT NUMBER:	BID NUMBER	1576
PROJECT NAME:	PROJECT	Sewer cleaning/televising/root cutting
DATE:	DATE	August 29, 2014
BUDGET:	BUDGET	43,000
ACCOUNT:	ACCOUNT	6103-7399

Name:		Natl Power Rodding	Hydrovision Technology LLC	Visu-Sewer of Illinois, LLC	
Address:		2500 W Arlington St.	1593 Aster Dr	9014 Thomas Ave	
		Chicago IL 60612	Romeoville, IL '60496	Bridgeview IL 60455	
Bid Security:		Bid Bond 10%	Bid Bond 10%	Bond 10%	

Item No.	Description	Unit	Qty Est			Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total		
1	Hydrojet Cleaning up to 14" diam.		60,000			0.40	24000.00	0.55	33000.00	1.75	105000.00		
2	Photography of Sewer		5,500			1.50	8250.00	1.50	8250.00	2.10	11550.00		
3	Root Cutting		19,000			0.75	14250.00	0.75	14250.00	2.35	44650.00		
	Extended Total						46500.00		55500.00		161200.00		

Item No.	Description												
1	Hydrojet Cleaning up to 14" diam.												
2	Photography of Sewer												
3	Root Cutting												
	Extended Total												

8e

DATE: September 16, 2014

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER ACA	**ORIGINATING DEPARTMENT** Administration
Approval of a License Agreement for a Portion of the Right-of-Way at 655 Harding Road	**APPROVED** Darrell Langlois Assistant Village Manager

Attached is a background memorandum prepared by the Village Attorney regarding a request from the resident at 655 Harding Road to be able to use a portion of the undeveloped right-of-way adjacent to their property for an ice skating rink (the ice skating rink would be partly on her property and partly on the right-of-way). In practice the ice skating rink has been erected in this location for several years, and just this past winter the Village expressed concerns about this practice without having a formalized agreement in place. In addition to the ice skating rink there is some landscaping that has been installed on the right-of-way.

The owner of the property has provided the required insurance documentation to the Village. Should the Village Board be inclined to allow this use on its right-of-way, the Village Attorney has drafted the attached license agreement that would allow the continuation of this practice for a twenty year period.

RECOMMENDED MOTION: To Approve the Attached License Agreement for Use of a Portion of Village Right-of-Way for Installation of Landscaping and a Temporary Ice-Skating Rink at Property Adjacent to 655 Harding Road, Hinsdale, Illinois.

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

COMMITTEE ACTION: At the September 11, 2014 meeting, the ACA Committee voted unanimously to recommend approval to the Village Board.

BOARD ACTION:

KTJ
KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

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Chicago, Illinois 60606-2903
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MEMORANDUM

To: Kathleen Gargano, Village Manager (via email only)
From: Michael A. Marrs
Date: July 24, 2014
Re: License Agreement – Portion of Right-of-Way at 655 Harding

---

Ms. Christie Capalety, who lives at 655 Harding ("Capalety Property"), has, in the past, placed landscaping on a portion of what is the Village's undeveloped 7th Street right-of-way adjacent to her Property (the "Village ROW"). During past winters, she has also placed a temporary ice skating rink on the Capalety Property, a portion of which encroaches into the Village ROW.

This past winter, when the Village expressed concerns over the presence of a portion of the temporary ice rink on the Village ROW, Ms. Capalety retained an attorney in an effort to memorialize her use of the Village ROW for the landscaping and ice skating purposes.

It has consistently been our position that because ice skating creates a risk of injury, the Village needed to be protected from any claims made for injuries occurring on the portion of the temporary ice skating rink created by Ms. Capalety that encroaches onto the Village ROW. In other words, because the ice rink creating the risk was, and will be, created and maintained by Ms. Capalety, rather than the Village, she would need to assume the risks associated with its use in order for the Village to allow a portion of it to encroach on the Village ROW.

Ms. Capalety's attorney first provided a proposed lease of the Village ROW. We suggested a license agreement instead, as unlike a lease, a license agreement does not give anyone continuous exclusive rights to use of the Village ROW, and does not create a taxable property interest. From January to April, 2014, we provided Ms. Capalety's attorney with two different release/hold harmless agreements, and two different drafts of a license agreement, in an effort to reach a resolution on the issue of use of the Village ROW.

At long last, her attorney has signed off on the form of the attached License Agreement. The following is a summary of the main terms:

- The Licensed Premises are the portion of the undeveloped 7th Street right-of-way directly south of and adjacent to the Capalety Property at 655 Harding;
- The term of the License Agreement is 20 years;
- The License Fee shall be $10/year, for a total of $200 payable in full upon execution of the Agreement;
- Ms. Capalety is authorized under the License Agreement to non-exclusive use of the Village ROW for the purposes of installing and maintaining landscaping, and installation of a temporary ice skating rink overlapping onto the Village ROW from her Property during the winter months, for the use and enjoyment of her and her invitees. The temporary ice rink is not open to the general public;
- Conveyance of the Capalety Property during the 20 year term will cause the Agreement to terminate automatically;

- All maintenance of the landscaping or temporary ice rink are the responsibility of Ms. Capalety;
- Ms. Capalety assumes the full risk of any injuries in, on or about the temporary ice skating rink or otherwise arising out of the use by her or her invitees of the Village ROW;
- Ms. Capalety will indemnify, hold harmless and defend the Village from any claims arising out of her use, or the use by her invitees, of the temporary ice rink; and
- Ms. Capalety shall maintain in force at all times during the term of the License Agreement, homeowner's insurance in an amount not less than $1,000,000 which specifically covers the Village ROW, and names the Village as an additional insured.

An Exhibit showing the Capalety Property and portion of Village ROW that is subject to the License Agreement should be created and attached to the Agreement. Upon review and approval by the Board of Trustees, the License Agreement should be executed and then recorded against title to the Capalety Property.

Feel free to contact me with any questions.

cc: Lance Malina (via email)

THIS DOCUMENT WAS PREPARED BY and AFTER RECORDING RETURN TO:

Klein Thorpe & Jenkins, Ltd.
Attn: Michael A. Marrs
20 North Wacker Drive, Suite 1660
Chicago, IL 60606

[The above space for recording purposes]

LICENSE AGREEMENT FOR USE OF A PORTION OF VILLAGE RIGHT-OF-WAY FOR INSTALLATION AND MAINTENANCE OF LANDSCAPING AND A TEMPORARY ICE-SKATING RINK AT PROPERTY ADJACENT TO 655 HARDING ROAD, HINSDALE, ILLINOIS

This License Agreement ("Agreement") has been entered into between CHRISTY CAPALETY, 655 Harding Road, Hinsdale, Illinois (the "Licensee"), and the VILLAGE OF HINSDALE, 19 E. Chicago Avenue, Hinsdale, Illinois, an Illinois non home-rule municipal corporation (the "Licensor") this ____ day of _____, 2014 (the "Effective Date").

WHEREAS, Licensee is the legal owner of a parcel of real property in Hinsdale, Illinois, P.I.N. 18-07-301-008, commonly known as 655 Harding Road, Hinsdale, Illinois (Licensee's Property); and

WHEREAS, Licensor is the owner of a sixty-six foot (66') wide undeveloped right-of-way that is located within its municipal boundaries and commonly known as 7th Street, which runs along the southern side of the Licensee's property; and

WHEREAS, the current measurement of the undeveloped area of the 7th Street right-of-way directly south of and adjacent to Licensee's property measures sixty-six feet (66'), and includes an approximately one hundred sixty-two foot (162') long strip of undeveloped right-of-way; and

WHEREAS, the Licensee desires to obtain, and the Licensor desires to grant, permission to maintain existing landscaping, install and maintain additional landscaping and, during winter, to install and use a temporary ice skating rink that is partially on Licensee's Property and partly in the undeveloped portion of the 7th Street right-of-way directly south of the and adjacent to Licensee's property (the "Licensed Premises"), in

the approximate location indicated on the diagram attached hereto as **Exhibit A** and made a part hereof, subject to the terms and conditions set forth below; and

WHEREAS, it is hereby acknowledged that the Village does not generally allow encroachments on its public right-of-way, but has authorized Licensee to place a portion of the temporary ice-skating rink on the Licensed Premises subject to Licensee entering into this Agreement; and

WHEREAS, in signing this Agreement, Licensee acknowledges that the Village would not allow the use of the Licensed Premises for ice-skating purposes absent Licensee recognizing and assuming the existence of risks as exist with operating such a use; and

WHEREAS, the Licensor, in its sole discretion, may decide in the future to utilize its right-of-way, including the Licensed Premises, for any purpose, including but not limited to installation of utilities or other municipal purposes, and the Licensee agrees that in such event Licensor may terminate this License Agreement and the ice skating rink and, if necessary, the landscaping installed by Licensee, shall be removed at Licensee's cost; and

WHEREAS, the Licensor, an Illinois non-home rule municipal corporation, has the authority to enter into this License Agreement, and finds that entering into this License Agreement is in the best interests of the Village of Hinsdale, its residents and the public.

NOW THEREFORE, in consideration of the mutual covenants expressed herein, Licensor and Licensee agree as follows:

1. Licensed Premises: Licensor grants a non-exclusive License to Licensee for use of a portion of the undeveloped 7th Street right-of-way directly south of and adjacent to 655 Harding Road, in Hinsdale, Illinois, as generally indicated on **Exhibit A** attached hereto and made a part hereof, for the uses described herein. The approximate size of the Licensed Premises is one hundred sixty-two feet (162') by thirty-three feet (33').

2. Term: The term of this License Agreement shall be twenty (20) years, commencing on the Effective Date as set forth at the outset of this License Agreement above. This License Agreement shall terminate upon expiration of the twenty (20) year period, unless terminated earlier by either party. The provisions relating to Risk of Injury, Waiver of Injury Claims, Release from Liability, and Indemnity and Defense shall survive such termination and will continue in full force and effect as they relate to causes or claims that arose during the term of the License Agreement.

3. License Fee: The annual fee for the Licensed Premises shall be ten dollars ($10.00) for the term of the License Agreement, and the Licensee shall pay the total License Fee of two hundred dollars ($200.00) upon execution of this License Agreement. In the event the Licensor terminates the License Agreement at any time

during the twenty-year term, the Licensor shall reimburse the Licensee the License Fee on a pro rata basis, provided that this License Agreement is terminated by the Licensor for a reason other than Licensee's non-compliance with the terms and provisions of this License Agreement.

4. Use: The Licensee may install and maintain landscaping upon the Licensed Premises. Licensee may also, during the winter months, install a temporary ice skating rink that is partially on Licensee's premises and partially on the Licensed Premises, for the sole use and enjoyment of Licensee and Licensee's invitees. No other structures or improvements shall be allowed to be constructed on the Licensed Premises without the express written permission of the Licensor.

5. Assignment or Transfer: This License Agreement is personal to Licensee, and Licensee shall not assign or transfer this License Agreement without the express prior written consent of the Corporate Authorities of the Village of Hinsdale, which may be withheld. Should Licensee sell or her property be otherwise conveyed during the term of this License Agreement, this Agreement shall automatically terminate.

6. Maintenance: Licensee accepts the Licensed Premises in "As-Is, Where-Is" condition as of the effective date of this License Agreement, and acknowledges that, upon delivery of possession of the Licensed Premises to Licensee, the same was in good order, condition and repair. Licensee shall, at Licensee's sole cost and expense, be responsible for any and all costs of installing and removing (if necessary), landscaping on the Licensed Premises pursuant to this License Agreement, temporary erection and subsequent removal each year of an ice skating rink, all maintenance and upkeep of the landscaping and ice skating rink and Licensed Premises during the term of this License Agreement, and any and all repairs or damage to the Licensed Premises arising from the misuse or damage to same by Licensee, or Licensee's successors, assigns, invitees or the public. Upon termination of this License Agreement by lapse of time or by its termination by Licensor at any time, Licensee shall remove the ice skating rink and take such actions as are necessary to ensure that the Licensed Premises are in good order, condition and repair, normal wear and tear accepted.

7. Removal: Licensor reserves the right to enter upon the Licensed Premises for any purpose whatsoever. Should Licensor determine that the License Agreement is no longer in its best interests, the License Agreement will be terminated, upon a 30 day written notice from Licensor to Licensee, and the ice skating rink erected on the Licensed Premises must be removed by Licensee at Licensee's cost.

8. Governmental Regulations: Licensee shall comply with all applicable requirements of federal, state, county and local regulatory authorities, including the applicable provisions of the Hinsdale Village Code and Zoning Code, with respect to the use of the Licensed Premises.

9. Risk of Injury: Licensee assumes the full risk of injuries, including any death, damages, or losses which she or her invitees may sustain in any way in, on or about the

ice-skating rink or arising out of, connected with, or in any way associated with the use of the Licensed Premises by Licensee or her invitees. Licensee agrees to waive and relinquish any and all claims or causes of action of any kind that she or her invitees may have against the Village and its President and Board of Trustees, officers, appointed and elected officials, employees, volunteers and agents arising out of, connected with, or in any way associated with the use of the Licensed Premises by Licensee and her invitees.

10. Indemnity and Defense: Licensee agrees to indemnify, hold harmless, release and defend the Licensor and its President and Board of Trustees, officers, appointed and elected officials, employees, volunteers, and agents, from any and all claims or causes of action of any kind, including, but not limited to death, damages, and losses, which Licensee or her invitees may have or which arise out of, or are connected with, or are in any way associated with the use by Licensee or her invitees of the Licensed Premises, except those arising out of the sole legal cause of the Village of Hinsdale, its officials, agents or employees.

11. Insurance: Licensee warrants that they shall maintain basic homeowner's insurance coverage, with personal injury and death coverage, in an amount not less than $1,000,000.00 during the term of this License Agreement, and that such policy shall cover the portion of the right-of-way for which this License Agreement grants Licensee the License.

The insurance coverage of Licensee shall name the Village of Hinsdale and its President and Board of Trustees, officers, appointed and elected officials, employees, volunteers, and agents as primary additional insureds. Licensee shall keep a current certificate of insurance, showing the premium has been paid in full, on file with the Village of Hinsdale at all times during the term of this License Agreement.

The insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the Village at: Village of Hinsdale, Attn: Village Manager, 19 E. Chicago Avenue, Hinsdale, Illinois 60521.

12. Mechanic's Lien: The Licensee will not suffer or permit any mechanic's lien or other such lien to attach to the Licensed Premises by reason of any work, labor, service or materials performed at or furnished to the Licensed Premises for Licensee. If any such mechanic's or other lien shall at any time be filed, Licensee shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise, but Licensee shall have the right to contest any and all such liens, provided security deposit satisfactory to Licensor is deposited with Licensor. The Licensee shall save and keep harmless the Licensor and its property from any such lien or claim therefore and from any and all cost or expense incurred in connection with any such lien or claim, including, attorney fees and expenses incurred with removing, settling or contesting such lien or claim.

13. Complete Defense: It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Licensor as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by the Licensee or by a third-party invitee of Licensee in connection with or on account of any of the matters set forth in this Agreement. The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

14. Venue: The parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of DuPage County, Illinois and the parties consent to the in personam jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

15. Authority to Bind: The parties warrant and represent that the execution, delivery of, and performance under this Agreement is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.

16. Severability: Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Disclaimer Of Relationship: Nothing contained in this License Agreement, nor any act of the Licensor or Licensee shall be deemed or construed by either of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Licensor and Licensee.

18. Binding: This License Agreement shall be binding upon, apply to and inure to the benefit of, Licensor only.

19. Recording: Upon execution, this License Agreement shall be recorded against title to Licensee's property, at Licensee's cost, for the purpose of providing notice to any subsequent purchaser of the terms and conditions of this License Agreement.

20. Effective Date: This License Agreement shall become effective upon the date of execution by the last of the representatives of the parties as set forth below.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement.

VILLAGE OF HINSDALE

By: _____
Kathleen Gargano
Village Manager

Date: _____

ATTEST:

By:_____

Title:_____

Date: _____

CHRISTIE CAPALETY
655 Harding Road, Hinsdale, Illinois

_____
Christie Capalety

Date: _____

ATTEST:

By:_____

Title:_____

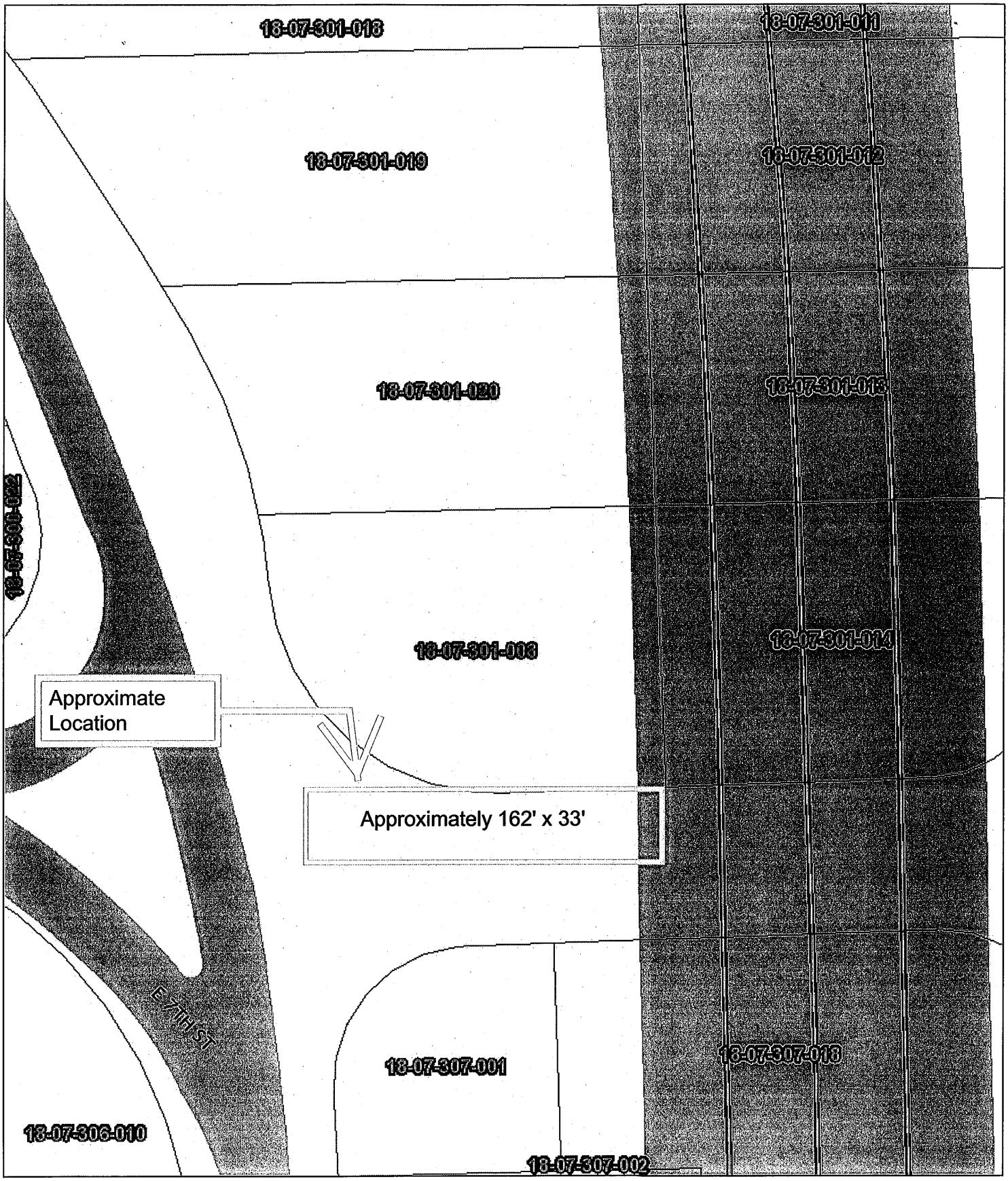
Date: _____

EXHIBIT A

DIAGRAM OF LICENSED PREMISES

(attached)

Cook County CookViewer Output



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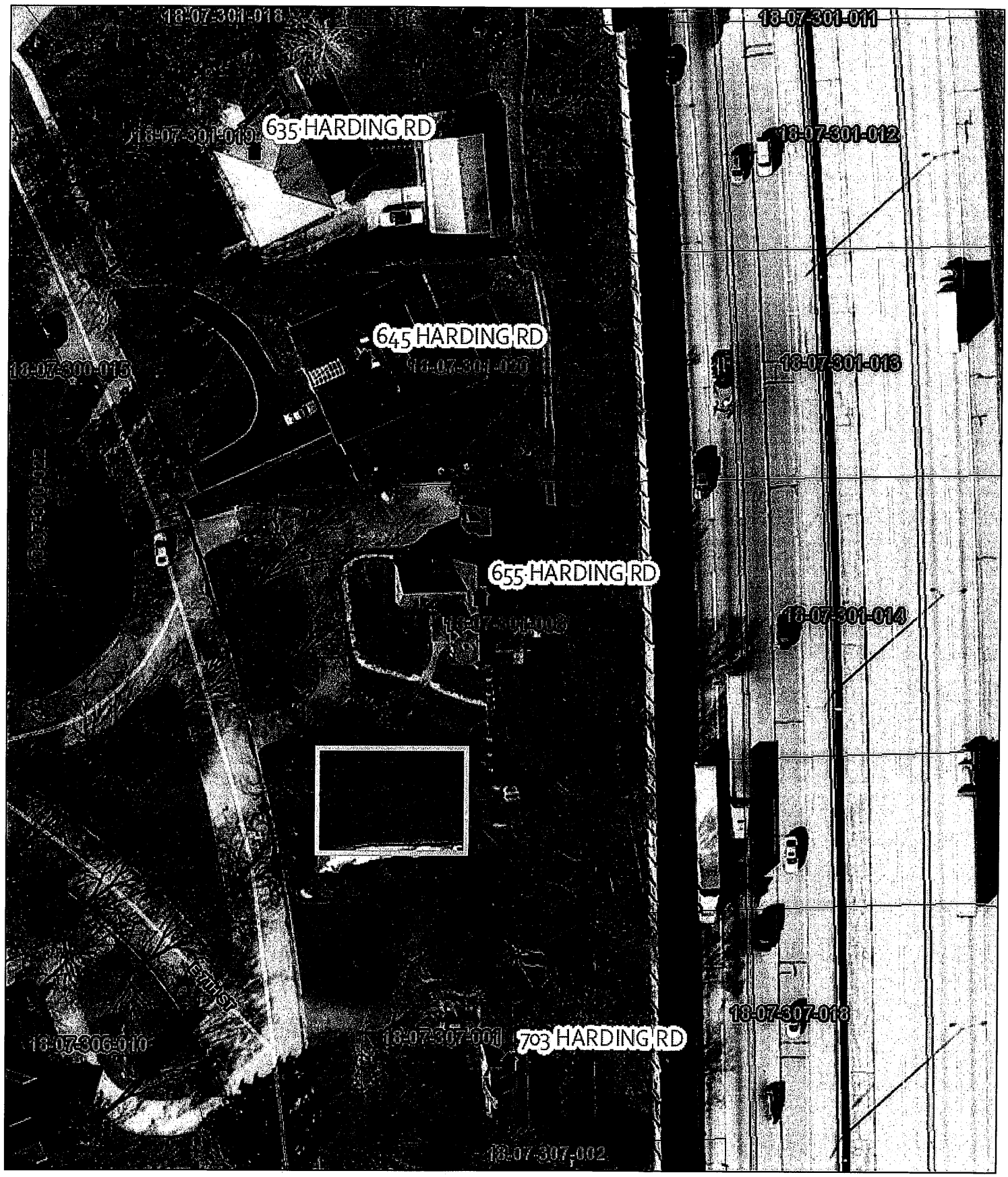
CookViewer
Cook County's Map Application

655 Harding



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DATE: September 4, 2014

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER ACA	**ORIGINATING DEPARTMENT** Administration
Approval to Close South Clay Street from Fourth Street South to the Area Adjacent to St. Isaac Jogues Parking Lot on October 18, 2014	**APPROVED** Darrell Langlois Assistant Village Manager

Attached is an email we have received from Michael Woerner which outlines an event being planned at St. Isaac Jogues on October 18, 2014. Most of the issues outlined in his email will be handled at the staff level; however, the requested street closure on South Clay Street would traditionally be approved by the Village Board. We have discussed this event at the staff level and there were no concerns expressed by any staff members.

Should the Village Board be inclined to honor this request, the following motion would be in order:

RECOMMENDED MOTION: To Approve the Closure of South Clay Street from Fourth Street South to the Area Adjacent to St. Isaac Jogues Parking Lot on October 18, 2014.

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

COMMITTEE ACTION: At the September 11, 2014 meeting, the ACA Committee voted unanimously to recommend approval to the Village Board.

BOARD ACTION:

Darrell Langlois

From: Michael Woerner <michaelwoerner13@att.net>
Sent: Friday, September 05, 2014 9:12 AM
To: Darrell Langlois

On Saturday, October 18th, 2014; St. Isaac Jogues Church would like to have a festival to celebrate the Feast of St. Isaac Jogues which occurs on Sunday October 19th.

The festival which we have named "Feastival of St. Isaac Jogues". will take place on our church parking lot as well as the grass areas and Clay St. directly in front of the Sanctuary and Parish Center of the church.

The purpose of this email is to both notify the village of this event and to ask the Village of Hinsdale for any permissions or permits we may need.

The event is scheduled to begin at 5:30 PM on October 18th or as soon as our Saturday 4:30 PM Mass has ended, we would like to end the Festival at 11:00 PM.

We will be erecting one or two tents on the Northern end of our parking lot and/or the Northern portion of Clay St. directly in front of the sanctuary building on Clay.

We will be serving catered food, beer, wine, and soft drinks; which we will sell by having attendees purchase tickets to be exchanged for the various food or drinks.

The Festival will also have other activities for both children and adults such as a petting zoo, face painting, cake walk, inflatable jump house: as well as adult games such as bocce ball, bag toss, bingo, and trivia.

There will also most likely be some type of music and large screen television for viewing football games.

We are also having a poster contest for students to create posters about St. Isaac Jogues life, which we hope to be educational and entertaining.

We have received the forms from the village to complete for the needed liquor license, contacted the State of Illinois about permission for a bingo game, contacted the fire department about providing a fire truck for children.

At this time what is needed is permission to close Clay Street for the event. We would need Clay Street closed for the entire day of Saturday, October 18th, 2014; not just for the event but for the entire day for set up and preparation.
Specifically the street closure would only be for the portion of Clay beginning at the corner of Fourth and Clay on the North end of the block, extending South to the Southern edge of our Parish Center. On the West side of Clay we would extend the closure no further than the South entrance to the parking lot. We are not asking for Clay to be closed any further South than just the Northern portion of our own property. At no time would we want to limit access to any private homeowners South of the Parish along Clay St.

If there are any other items that the Village needs that we haven't thought of please let me know,

Thank you,

Michael Woerner
cell 630-251-6939
michaelwoerner13@att.net

8g.

DATE: September 16, 2014

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER ACA CONSENT	**ORIGINATING DEPARTMENT** Administration
ITEM An Ordinance Authorizing the Disposal of Personal Property Owned by the Village of Hinsdale	**APPROVAL** Darrell J. Langlois, Asst.Village Manager

The Village of Hinsdale Administration Department is requesting permission to declare as surplus property miscellaneous computer equipment as detailed on the attached list. We are requesting permission to dispose of the obsolete equipment using Unitec Recycling in Villa Park, Illinois.

The equipment listed is either nonfunctioning or out-of-date to the point it can no longer be upgraded to work with current systems. Unitec Recycling ensures that all data is cleaned from the hard drives and will reuse any components possible and dispose of the rest of the components in an environmentally friendly way. A certificate is issued to the Village of Hinsdale releasing us from any liability of the equipment. Unitec Recycling does not charge a fee for the services.

Should the Committee concur with this recommendation, the following motion would be appropriate:

MOTION: **To recommend the Village Board approve "An Ordinance Authorizing the Disposal of Personal Property Owned by the Village of Hinsdale".**

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

COMMITTEE ACTION:
At the September 11, 2014 meeting, the ACA Committee voted unanimously to recommend approval to the Village Board.

BOARD ACTION:

Village of Hinsdale
Ordinance No._____

An Ordinance Authorizing the Disposal of Personal Property Owned by the Village of Hinsdale

WHEREAS, in the opinion of at least a simple majority of the corporate authorities of the Village of Hinsdale, it is no longer necessary or useful to or for the best interests of the Village of Hinsdale, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Hinsdale to dispose said property using Unitec Recycling in Villa Park, Illinois.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE:

Section One: Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees of the Village of Hinsdale find that the personal property listed on the form attached (Exhibit A) to this Ordinance and now owned by the Village of Hinsdale, is no longer necessary or useful to the Village of Hinsdale and the best interests of the Village of Hinsdale will be served by its disposal.

Section Two: Pursuant to said 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to dispose of the aforementioned personal property now owned by the Village of Hinsdale using Unitec Recycling in Villa Park, Illinois.

Section Three: The Village Manager is hereby authorized and may direct Unitec Recycling to dispose of the equipment.

Section Four: This Ordinance shall be in force and effect from and after its passage, by a simple majority vote of the corporate authorities, and approval in the manner provided by law.

PASSED this 16th day of September, 2014, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 16th day of September, 2014 and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Village President

ATTEST:

_____
Christine Bruton, Village Clerk

EXHIBIT A

The following is a listing of obsolete computer equipment to be properly disposed of:

ITEM DESCRIPTION	MODEL NUMBER	SERIAL NUMBER
APC	Back-UPS 650	PB0111122195
APC	Back-UPS RS 1300	JB0714013249
APC	Smart-UPS 1500	AS0420231029
Brother	Intellifax 4100	U60298L5J384375
Cisco	1921	FCZ1547c102
Cisco	1721	jmx0724hone
Cisco	Catalyst Express 500	FOC0935W0KU
Cisco	Catalyst 2950 switch	FHK0613X01J
Cisco	Catalyst 2950 switch	F0C083X144
Cisco	Catalyst 2950 switch	F0C032X1NF
Dell Desktop Computer		CN-OR2034-42940-38Q-030R
Dell Desktop Computer	Otiplex GX520	OT7570
Dell Desktop Computer	OtiPlex 745	OT7570
Dell Desktop Computer	Dimension 4400	BJV8F11
Dell Desktop Computer	Dimension 8380	21MC241
Dell Desktop Computer	Optiplex GX280DHM	9L24081
Dell Desktop Computer	Precision 370-DHM	2X8JZ71
Dell Desktop Computer	Optiplex 745	GVGGVC1
Dell Desktop Computer	Optiplex 745	JVGGVC1
Dell Desktop Computer	Dimension 2400	8K92V31
Dell Desktop Computer	Dimension XPS T500	CFSPU
Dell Desktop Computer	Optiplex 745	B5LC5D1
Dell Desktop Computer	Inspiron	J4k7X21
Dell Desktop Computer	Optiplex 745	FVGGVC1
Dell Laptop	Latitude 131L	72Y70D1
Dell Latitude	D510	CN-ON8719-48643-5C9-1608
Dell Latitude	D510	CN-OH2049-48643-HAD-2019
Dell Monitor		CN-OFP816-74261-85U-1TRN
Dell Desktop Computer	Optiplex	150J831
HP	LaserJet P2035N	CNB9X06813
HP Monitor	L1906	CND7391XWN
HP Printer	Deskjet 6988	MY85K2R11X
HP Printer	LaserJet 1020	CNB0312703
HP Server	Proliant ML350	62903036
Lenovo Laptop	T410	R8-4FN5L
Lenovo PC	ThinkCentre MT-M6305-B3V	MJ0185X
Netgear	ProSafe FS116 Switch	23519B5T00DFE
Panasonic	AG-1980 VHS Desktop Editor	A1TC00103
Savin B/W Copy Machine	D5M6225P	J8345201621

Shure	UC40UA microphone	J4KX21
SMC	EX Hub 5616DS	T191900271
Trip-Lite	Smart 500 UPS	9425ALCSM513900092
Trip-Lite	Smart 500 UPS	9428ALCSM513900092
Trip-Lite	SmartPro UPS	9425ALCSM513900089
ViewSonic Monitor	VA1948M-LED	SC8110700918
ViewSonic Monitor	VA1948M-LED	SC8110700901
ViewSonic Monitor	VA702b	PSX053805073

8h.

DATE September 11, 2014

REQUEST FOR BOARD ACTION

AGENDA ACA Committee **SECTION NUMBER**	**ORIGINATING** **DEPARTMENT** Parks and Recreation
ITEM Peirce Park Playground Bid #1574	**APPROVED** Gina Hassett, Director of P&R

Peirce Park Playground Bid #1574

The FY 2014/15 budget includes $150,000 to replace the Peirce Park playground. The existing playground was installed in 1993 and is the oldest playground in the Village. In 2007, a web climber and see-saw toy were installed east of the playground; the web climber will be incorporated into the playground design, and the see-saw toy will be relocated near the new playground.

Design Perspectives Inc. was retained to design and supervise the construction of the Peirce Park playground project. Design Perspectives invited three playground vendors to each submit two designs for playground equipment. At the July 29th Parks and Recreation Commission meeting, residents that live near the park were invited to review the site plan designed by Design Perspectives and the six different playground equipment designs from the three playground equipment vendors. The five residents attending the meeting reviewed the site plan and requested that the existing park shelter be demolished as the shelter is outdated, dark, and obstructs the line of sight views that parents use for supervising the children utilizing the park. The residents also asked that the sidewalk that was proposed in the site plan to connect the play areas be removed. At the Commission meeting, Design Perspectives shared sample shelter designs that could be included in the site plan; it was suggested that the cost savings from the changes requested by the residents, along with using mulch rather than a rubber surface beneath the web climber, may cover the cost to include a new park shelter in the design.

Of the six playground equipment designs submitted, the residents and Commissioners unanimously selected the playground equipment design submitted by Cunningham Recreation who represents Game Time Play Equipment. The highlight of the design includes two play structures: one structure for children ages 2-5 and a separate structure for children ages 5-12 that includes a six-bay swing component. Attached are the meeting summary, minutes from the July 29 Commission meeting and the playground equipment plan from Cunningham Recreation.

Before the project was sent out to bid, the site plan was revised to incorporate the discussion at the Parks and Recreation Commission meeting which included the demolition of the existing park shelter, the removal of the sidewalks between the play areas and changing the rubber play surface below the web climber changed to mulch. Attached is an image of the proposed shelter and the final site plan. The updated site plan allows for the play structures to be relocated in order to provide a clear line of sight through the park to the baseball complex.

After the site plan was redesigned, Village staff completed the competitive bid process, with four contractors submitting sealed bids. The low bid was received from Kenneth Company in the amount of $169,411; including design and project management fees, the total project would be $177,521, which is $27,521 over budget. The bid summary is attached; the bid price includes the demolishment of the existing park shelter, site grading, and two play structures with swings, landscaping, site amenities, concrete walkways and a new park shelter. The project can be brought within budget by deducting the drinking fountain, colored concrete and the new park shelter. Attached is the bid evaluation prepared by Design Perspectives.

The Parks and Recreation Commission is scheduled to meet on September 9, which is prior to the Administration Community Affairs Committee meeting on September 11. At that meeting, the Commission will review the project costs and evaluate the options in order to formalize a recommendation to the ACA Committee. The most likely alternatives would be Option A, which is to modify the design so that it is within budget, and Option B, which includes the addition of a new park shelter and would be $17,731 over budget. Staff will follow up with the Committee after the Commission meeting to indicate the recommended course of action.

OPTION A	
Design Perspectives	
Design & Project Management	$8,110
Bid Price Kenneth Company	$169,411
Deduct Color Concrete	($2,940)
Deduct Park Shelter	($18,615)
Deduct Drinking Fountain	($6,850)
Total Contract Price	**$141,006**
Total Project Cost	**$149,116**
Budget	$150,000

OPTION B	
Design Perspectives	
Design & Project Management	$8,110
Bid Price Kenneth Company	$169,411
Deduct Color Concrete	($2,940)
Deduct Drinking Fountain	($6,850)
Total Contract Price	**$159,621**
Total Contract Price	**$167,731**
Budget	$150,000
	($17,731)

Recommended Motion:
Option A: To recommend to the Board of Trustees to award Bid #1574 in the amount of $141,006 to Kenneth Company for the completion of the Peirce Park Playground Replacement Project.

Option B: To recommend to the Board of Trustees to award Bid #1574 in the amount of $159,621 to Kenneth Company for completion of the Peirce Park Playground Replacement Project.

STAFF APPROVALS

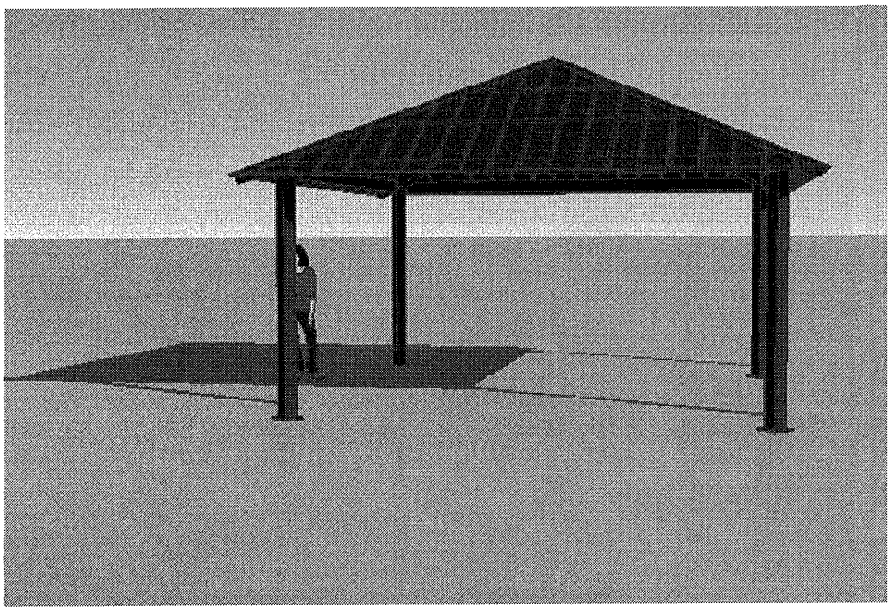
Parks & Recreation APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

COMMITTEE ACTION:
The Committee unanimously voted to recommend to the Board of Trustees to award Bid #1574 in the amount of $141,006 to Kenneth Company for the completion of the Peirce Park Playground Replacement Project.

The Board directed staff to include the park shelter and drinking fountain for Peirce Park in the 2015/16 Capital Improvement Plan.

BOARD ACTION:

Rendering of the proposed shelter; 20" open shelter, colors will be square black frame and evergreen roof.



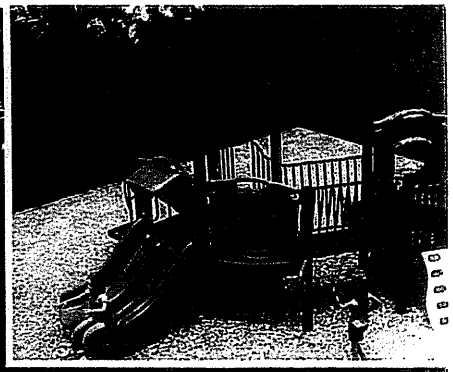
Peirce Park Project

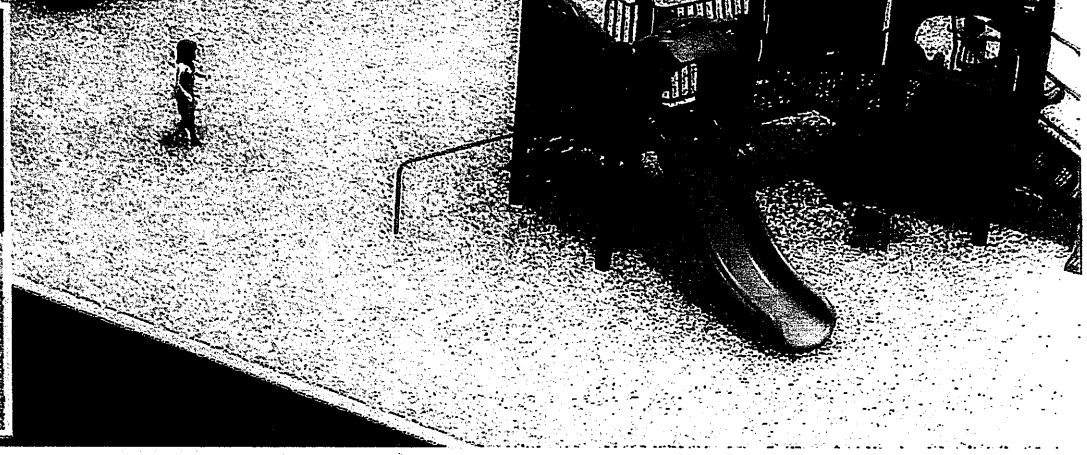
					Elanar Construction	Hacienda Landscaping		The Kenneth Company		Schaefges Brothers Inc.	
Bid Tabulation - 2014 Peirce Park Playground											
No.	**Item**	**Unit**	**Quantity**		**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
A.	**Site Lump Sum**											
1.	Site Removals, Grading & Drainage	LS	1		$26,450.00	$26,450.00	$34,200.00	$34,200.00	$29,000.00	$29,000.00	$65,000.00	$65,000.00
	Sub - Total					**$26,450.00**		**$34,200.00**		**$29,000.00**		**$65,000.00**
B.	**Building Demo**											
1.	Building Demolition & Removals	LS	1		$9,200.00	$9,200.00	$10,640.00	$10,640.00	$0.00	$0.00	$9,500.00	$9,500.00
	Sub - Total					**$9,200.00**		**$10,640.00**		**$0.00**		**$9,500.00**
C.	**Unit Price Items**											
1.	Type 201 Concrete Paving	SF	1,450		$7.75	$11,237.50	$7.00	$10,150.00	$7.00	$10,150.00	$5.50	$7,975.00
2.	Type 202 Integral Color Concrete	SF	560		$12.50	$7,000.00	$13.00	$7,280.00	$12.25	$6,860.00	$6.50	$3,640.00
3.	Concrete Curb	LF	340		$28.50	$9,690.00	$30.00	$10,200.00	$26.00	$8,840.00	$45.00	$15,300.00
4.	Integral Concrete Curb	LF	250		$12.50	$3,125.00	$30.00	$7,500.00	$22.00	$5,500.00	$25.00	$6,250.00
5.	Furnish & Install Concrete Footing	EA	4		$400.00	$1,600.00	$1,000.00	$4,000.00	$900.00	$3,600.00	$950.00	$3,800.00
6.	Furnish & Install Complete Playground by Gametime	EA	1		$59,420.50	$59,420.50	$62,500.00	$62,500.00	$56,000.00	$56,000.00	$61,300.00	$61,300.00
7.	Furnish & Install Playground Age Sign	EA	1		$1,350.00	$1,350.00	$1,350.00	$1,350.00	$1,300.00	$1,300.00	$1,400.00	$1,400.00
8.	Furnish & Install Wood Fiber Safety Surface	CY	200		$35.50	$7,100.00	$35.00	$7,000.00	$20.00	$4,000.00	$75.00	$15,000.00
9.	Furnish & Install Bench by Wabash Valley	EA	2		$920.00	$1,840.00	$1,000.00	$2,000.00	$1,135.00	$2,270.00	$1,200.00	$2,400.00
10.	Furnish & Install Litter Can by Wabash Valley	EA	2		$890.00	$1,780.00	$1,000.00	$2,000.00	$1,135.00	$2,270.00	$1,200.00	$2,400.00
11.	Furnish & Install Recycling Bin by Wabash Valley	EA	2		$1,020.00	$2,040.00	$1,200.00	$2,400.00	$1,235.00	$2,470.00	$1,300.00	$2,600.00
12.	Furnish & Install Drinking Fountain by MDF	EA	1		$6,500.00	$6,500.00	$4,500.00	$4,500.00	$6,850.00	$6,850.00	$6,050.25	$6,050.25
13.	Furnish & Install Bike Rack by Dumor	EA	1		$775.00	$775.00	$900.00	$900.00	$1,000.00	$1,000.00	$1,060.00	$1,060.00
14.	Furnish & Install Park Shelter by ICON	EA	1		$17,800.00	$17,800.00	$18,000.00	$18,000.00	$18,615.00	$18,615.00	$17,989.00	$17,989.00
15.	Furnish & Install 4 Seat Picnic Table by Wabash Valley	EA	3		$1,280.00	$3,840.00	$1,380.00	$4,140.00	$1,500.00	$4,500.00	$1,400.00	$4,200.00
16.	Furnish & Install ADA Picnic Table by Wabash Valley	EA	1		$1,180.00	$1,180.00	$1,200.00	$1,200.00	$1,300.00	$1,300.00	$1,300.00	$1,300.00
17.	Furnish & Install SEED Bluegrass, Rye, Fescue Blend	SF	7,500		$0.75	$5,625.00	$0.80	$6,000.00	$0.25	$1,875.00	$0.50	$3,750.00
18.	Furnish & Install Dwarf Fothergilla	EA	5		$28.00	$140.00	$120.00	$600.00	$60.00	$300.00	$121.00	$605.00
19.	Furnish & Install Virginia Sweetspire	EA	5		$32.00	$160.00	$200.00	$1,000.00	$60.00	$300.00	$82.00	$410.00
20.	Furnish & Install Pardon Me Daylily	EA	76		$14.00	$1,064.00	$19.00	$1,444.00	$20.00	$1,520.00	$17.00	$1,292.00
21.	Furnish & Install Purple Leaf Wintercreeper	EA	77		$3.00	$231.00	$6.00	$462.00	$8.00	$616.00	$2.75	$211.75
22.	Furnish & Install Prairie Dropseed	EA	11		$15.00	$165.00	$20.00	$220.00	$25.00	$275.00	$17.00	$187.00
	Sub - Total					**$143,663.00**		**$154,846.00**		**$140,411.00**		**$159,120.00**

NGHAM RECREATION

Peirce Park Playground

Design • Build •

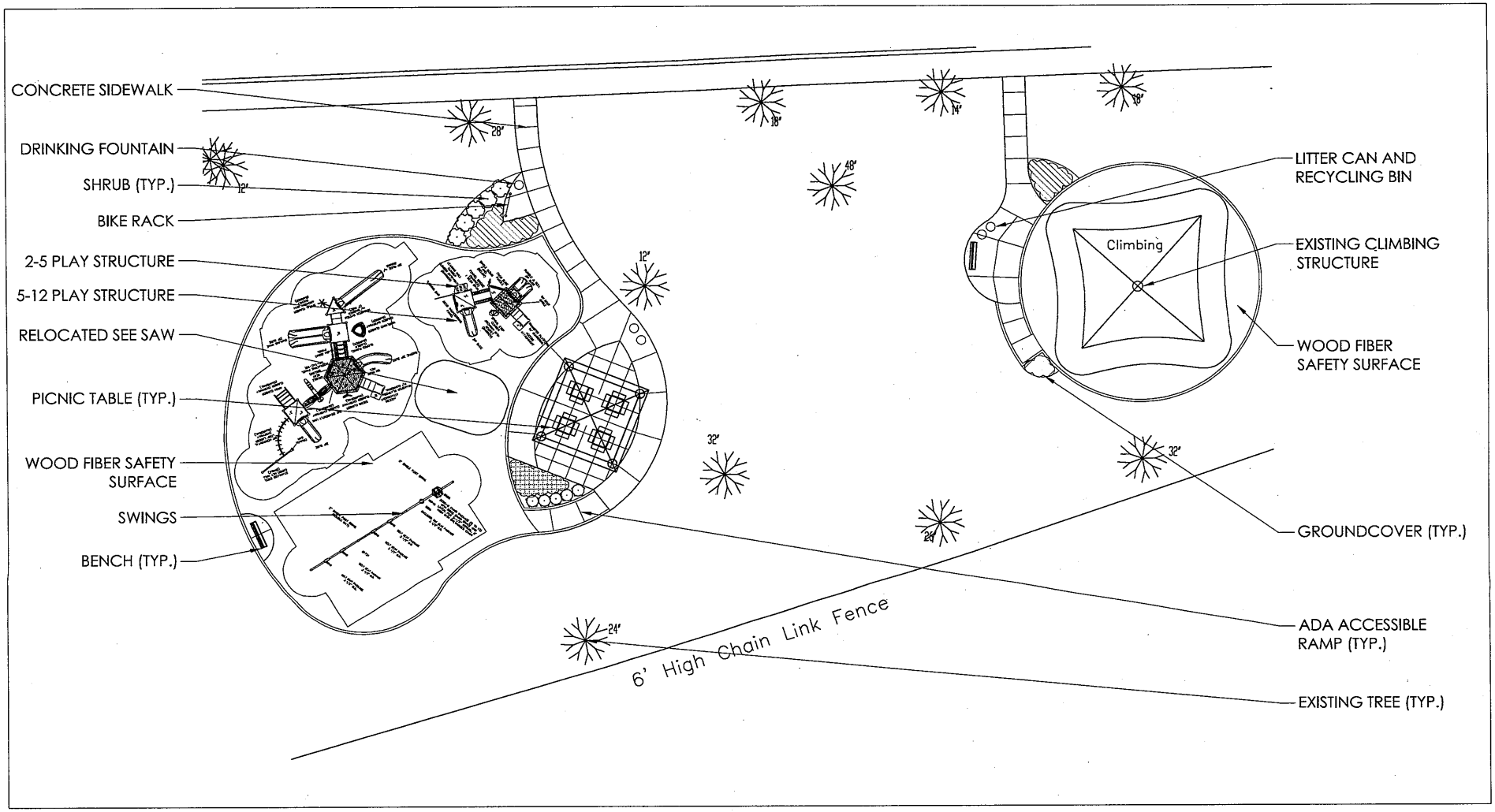




Site shown in rendering is an interpretation and may not reflect exact site conditions.

Village of Hinsdale Parks & Rec. Department- Peirce Park

Site Plan



Prepared for: The Village of Hinsdale
Hinsdale, IL.

DesignPerspectives Inc
1280 Iroquois Avenue
Suite 110
Naperville, Illinois 60563
Telephone: (630) 428-3134
Fax: (630) 428-3159
www.design-perspectives.net

DRAFT

August 2014

0 10 20

SCALE 1" = 10'

DesignPerspectives INC.
Grounded in Creativity

MEMO

To: Gina Hassett, Director
Village of Hinsdale Parks & Recreation

From: Tod Stanton, President

Date: August 28, 2014

RE: Bid Evaluation for 2014 Peirce Park Playground Project

Gina,
We are pleased to prepare this brief memo outlining our thoughts regarding the recent bid opening for this project that was held on Tuesday August 26, 2014 at 10:00 am. A total of four bids were received and opened. The base bids ranged in price from the low of $169,411.00 to a high of $233,926.00. The apparent lower bidder was The Kenneth Company of Darien, IL with a base bid of $169,411.00.

The target construction budget for the project was $141,890. The scope of work did change from the public meeting that was held at the end of July. This included demolition and removal of the restroom building, capping the utilities and adding in a drinking fountain and a new park shelter. The wide range of costs with the bids is a direct sign as to the state of the economy with some contractors aggressive with the bid numbers while others were not. We have prepared and left behind with village staff detailed bid tabulation for this project that shows the full spectrum of bids line by line.

This contract includes site construction which consists of removals, site grading, storm drainage, concrete curbs, concrete flatwork, playground installation, site furnishings installation and landscaping.

1280 Iroquois Avenue
Suite 110
Naperville, Illinois 60563

Phone: 630-428-3134

After review of the bid tabulation, The Kenneth Company submitted the lowest bid price. The bids received were all over our targeted budget amount. The first option is to approve the bid as-is with all of the items. The second option is to consider the following suggestions as value engineering alternatives to reduce the contract price to meet the target budget. They include;

Bid Price:	$169,411.00
Deduct Color Concrete	($2,940.00)
Deduct Park Shelter	($18,615.00)
Deduct Drinking Fountain	($6,850.00)
Total Contract Price:	**$141,006.00**

The installation of the park shelter could happen at a later date. The footings are still included in the contract, so minimal construction would need to be done to install it in the future.

The Kenneth Company was the low base bidder and has successful completed park projects with our office as well as other park and recreation agencies. We have generally been pleased with the final completion of their work. Therefore, our recommendation is to award The Kenneth Company the construction contract for **2014 Peirce Park Playground Project** citing that they are the lowest and most responsible bidder for this project. We will schedule the pre-construction meeting once the contract is approved.

Please contact me with any questions.

Tod

1280 Iroquois Avenue
Suite 110
Naperville, Illinois 60563

Phone: 630-428-3134

DATE: September 16, 2014

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER ACA	**ORIGINATING DEPARTMENT** Administration
Accept and Place on File the Post-Issuance Tax Compliance Report	**APPROVED** Darrell Langlois Assistant Village Manager

In August 2012 the Village Board adopted a Bond Recordkeeping Policy based on the advice of Chapman and Cutler, Village Bond Counsel. The purpose of the policy is to document due diligence practices related to the Village's tax exempt bond issues. As the designated Compliance Officer, on an annual basis I am required to issue a report to the Village Board indicating whether or not the Village is in compliance with various policies. Attached is the report I have prepared indicating that to the best of my knowledge the Village is in compliance with all policies and laws related to all tax exempt bond issues of the Village.

RECOMMENDED MOTION: To Accept and Place on File the Post-Issuance Tax Compliance Report.

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

COMMITTEE ACTION: At the September 11, 2014 meeting, the ACA Committee voted unanimously to recommend approval to the Village Board.

BOARD ACTION:

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

POST-ISSUANCE TAX COMPLIANCE REPORT

To: President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois

Pursuant to my responsibilities as the Compliance Officer as set forth in a Bond Record Keeping Policy (the *"Policy"*) adopted by the President and Board of Trustees (the *"Board"*) of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the *"Village"*), on the 3rd day of September, 2014, I have prepared this report after reviewing the Village's contracts and records to determine whether the Tax Advantaged Obligations (as defined in the Policy), comply with the applicable federal tax requirements. In accordance with the proceedings and agreements under which the Tax Advantaged Obligations were issued, the Village has covenanted generally to take all action necessary to comply with the applicable federal tax rules and regulations relating to the Tax Advantaged Obligations, including covenants necessary to preserve the excludability of interest on the Tax Advantaged Obligations from gross income for federal income taxation purposes. The following sets forth a summary demonstrating the Village's compliance with such covenants and expectations.

(a) *Records.* I have in my possession all of the records required under the Policy.

(b) *Arbitrage Rebate Liability.* I have reviewed the agreements of the Village with respect to each issue of the Tax Advantaged Obligations. At this time, the Village does not have any rebate liability to the U.S. Treasury.

(c) *Contract Review.* I have reviewed copies of all contracts and agreements of the Village, including any leases, with respect to the use of any property owned by the Village and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations and other records. At this time, each issue of the Tax Advantaged Obligations complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans.

(d) *IRS Examinations or Inquiries*. The Internal Revenue Service (the *"IRS"*) has not commenced an examination of any issue of the Tax Advantaged Obligations. The IRS has not requested a response to a compliance check, questionnaire or other inquiry.

Based upon the foregoing, I believe that the Village is currently in compliance with the applicable tax law requirements and no further action is necessary at this time. This report will be entered into the records of the Village and made available to all members of the Board at the next regular meeting thereof.

Respectfully submitted this 3rd day of September, 2014.

By _____
Compliance Officer

8J

Memorandum

To: President Cauley and Village Trustees

From: Sean Gascoigne, Village Planner

Cc: Kathleen A. Gargano, Village Manager

Robert McGinnis, Director of Community Development/Building Commissioner

Date: September 16, 2014

Re: Request for Board Action

907 N. Elm Street – Med Properties – Exterior Appearance and Site Plan Review

Approval for Exterior Modifications and Façade Improvements.

BACKGROUND

Application

The Village of Hinsdale has received an application from Med Properties of Northbrook Illinois on behalf of Salt Creek Campus LLC., requesting approval of exterior appearance and site plans to allow for site and façade improvements to the existing office building at 907 N. Elm Street. The site is improved with a multi-story commercial building in the O-3, General Office District that will be home to varying medical office uses. The owner Med Properties, are also owners of 10, 11 and 12 Salt Creek, as well as 901 N. Elm Street.

In addition, Med Properties is concurrently requesting a Planned Development for the Salt Creek Medical Campus, as well as Exterior Appearance and Site Plan Review approvals for the property located at 10 Salt Creek Lane.

Process

The applicant Med Properties is proposing exterior improvements and façade changes at 907 N. Elm, within the Salt Creek Medical Campus which medical offices are a permitted use in the O-3 District. The site plan review process recognizes that even those uses and developments that have been determined to be generally suitable for location in a particular district are capable of adversely affecting the purposes for which the code was enacted unless careful consideration is given is given to critical design elements. As such, site plan review is required in this case due to the following provisions:

1. Section 11-604 C2
2. Section 11-606

Due to the nature of the request, this application would require a meeting before the Plan Commission and does not require public notification. The Village Board has 90 days from receiving the

recommendation of the Plan Commission to act on its recommendation. Failure by the Board to act within 90 days is considered a denial of the Plan Commission's recommendation. Section 11-604F of the Zoning Code details the standards for site plan approval. The applicant provides its response to the Site Plan Review criteria on pages 3 and 4 of its application. The applicant filed its submission on June 6, 2014.

Description of property and existing use

The property is currently zoned O-3 which is a general office district intended to accommodate the needs of business and professional offices and related business uses requiring a somewhat wider range of office space with a somewhat higher intensity of pedestrian and vehicular traffic movements, Bulk and height regulations are consistent with a moderate amount of development. The O-3 district shall be mapped only on property lying north of Ogden Avenue and east of York Road.

Section 6-103E16 provides that offices and clinics of doctors of medicine, dentists are a permitted use in the O-3 district.

The 907 N. Elm location is bordered in all directions to properties zoned O-3 Professional Office.

The applicant has been before the Plan Commission and the Village Board for two of the five properties. The property at 12 Salt Creek received approval in July 2013 for exterior modifications and site plan improvements and most recently, the property located at 901 N. Elm received the same approvals in April of 2014.

The attached Hinsdale Zoning map highlights the specific subject property.

Request

The applicant is requesting site plan/exterior appearance approval for exterior improvements and façade changes to the existing structure at 907 N. Elm. The changes being proposed are similar in scope to those that were considered by the Commission for the buildings at 12 Salt Creek and 901 N. Elm in the recent past, however due to varying architectural elements on each structure, they are only comparable when considering the degree of work being proposed and not necessarily the specific changes to architectural elements. While the building is existing, and several of the non-conforming conditions are not impacted by this request, the Commission should consider the architectural elements and changes being proposed to the elevations, as well as the new landscaping plan and any reconfiguration of the parking lot due to landscaping improvements.

Based on the illustrations provided, the substantial changes being proposed to the site consist of a new metal and glass canopy over the entrance, a reconfigured drop-off area, as well as new glass entrance doors and new landscaping throughout the site. Besides the general landscaping improvements, the applicant has indicated that the site contains 73 trees, of which they plan to remove 32 and install 20, for a net loss of 12 trees. The applicant had originally intended to reconfigure the parking lot as an element of this request however the proposed reconfiguration of the lot would result in a loss of parking

spaces bringing them under the number of spaces (102 in lieu of 105) required by the code. As such, they have submitted a revised site plan to maintain the code compliant number of spaces and will revisit this as part of their Planned Development request in September. The revised site plan and a cover memo with a detailed explanation of the revisions have been attached for your reference.

Property History

A review of the zoning maps finds that the property has been zoned O-3 since at least 1989.

	Existing Requirement	Existing Development
Lot Area	20,000 s.f.	97,600 s.f.
Lot Width	80'	240'
Front Yard	25'	45'
Int. Side Yard	10'	49'
Corner Side Yard	25'	52'
Height	60'	42'
Number of Stories	5	3
Total Bldg. Coverage	N/A	10.9%
Total Lot Coverage	50%	55%**

**Reflects Total Lot Coverage as it relates to 907 N. Elm independently.

Plan Commission Action

At the July 9, 2014 Plan Commission meeting the Commission reviewed the application submitted for 907 N. Elm Street regarding exterior modifications and façade improvements. While certain Commissioners expressed concern regarding the number of trees being removed, others felt that the removal of most of the trees was appropriate given their condition and location, as wells as the amount of newly proposed landscaping. Following a motion to approve the exterior appearance, the Plan Commission, on a 5-0 vote, recommended approval of the request for exterior appearance review. Following a motion to approve the site plan, the Plan Commission, on a 3-2 vote, recommended denial of the request for site plan approval. While the site plan request received a 3-2 vote in favor, Section 11-103D establishes that "the concurring vote of a majority of the plan commission, consisting of at least four (4) members, shall be necessary on any motion to recommend approval of any matter or application. Any lesser vote on any such motion, even if a majority of those voting, shall be considered a final decision to recommend denial of such matter or application.

Zoning and Public Safety Committee Action

On July 28, 2014, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.

Motion

Should the Committee and Board feel the request is appropriate, the following motion would be recommended:

MOTION: Move that the Board of Trustees, approve an "Ordinance Approving Site Plans and Exterior Appearance Plans for the Exterior Modifications and Façade Improvements at 907 N. Elm Street"

Attach:

Ordinance

Approved Findings and Recommendations

Sean Gascoigne

From: John Finnell
Sent: Monday, July 21, 2014 9:16 AM
To: Sean Gascoigne
Cc: michael@trippiedidesign.com
Subject: RE: Tree Review - 911 N Elm St.

Sean,

I emailed you at Michael's request. We did not inspect every tree so I can not say they all fall under a certain category. I would say that the proposed removals are not arbitrary and thought has gone into the removal and replacement plans.

John R. Finnell
Village Forester
Village of Hinsdale
ISA Certified Arborist IL-1111A

O: 630 789 7043
F: 630 789 7046
E: jfinnell@villageofhinsdale.org

From: Sean Gascoigne
Sent: Monday, July 21, 2014 8:58 AM
To: John Finnell
Cc: michael@trippiedidesign.com
Subject: RE: Tree Review - 911 N Elm St.

John,
Your explanation isn't quite clear to me. Are you indicating that, as a result of the site visit and your review of the landscape plan, that all of the trees that are proposed to be removed fall under one of these three categories and therefore you agree with their removal and the recommended replacements? If you could clarify the intent of these three categories/subjects, I would appreciate it. Thanks John!

Sean

Sean Gascoigne
Village Planner
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, Il. 60521
sgascoigne@villageofhinsdale.org
P:630-789-7035

From: John Finnell
Sent: Monday, July 21, 2014 8:53 AM
To: Sean Gascoigne

Cc: michael@trippiedidesign.com
Subject: Tree Review - 911 N Elm St.

Sean,

I met with Michael Trippiedi this morning to survey the trees at 911 N Elm St. Michael's goal was to review the reasoning for the proposed tree removals on the property. He asked me to make contact with in order to provide a general review of the plan of our inspection. After reviewing the tree removal plan and tree replacement plan and walking the property; my general conclusions for the tree removals are:

1. Insect Damage – for example ash trees infested with Emerald Ash Borer.
2. Structural/Health decline – for example age or drought related decline in young and older trees.
3. Good Forestry Practices – for example removing trees planted to close to the building or removing trees to provide additional growing space for the trees scheduled to be preserved.

Please let me know if you have any questions.

John

John R. Finnell
Village Forester
Village of Hinsdale
ISA Certified Arborist IL-1111A

O: 630 789 7043
F: 630 789 7046
E: jfinnell@villageofhinsdale.org

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING SITE PLANS AND EXTERIOR APPEARANCE PLANS FOR EXTERIOR MODIFICATIONS AND FAÇADE IMPROVEMENTS TO A COMMERCIAL BUILDING AT 907 ELM STREET

WHEREAS, the Village of Hinsdale has received an application (the "Application") for site plan approval and exterior appearance review relative to façade and site improvements at an existing office building located at 907 Elm Street, Hinsdale, Illinois (the "Subject Property"), from applicant Med Properties, on behalf of Salt Creek Campus LLC (the "Applicant"); and

WHEREAS, the Subject Property is located in the Village's O-3 General Office Zoning District and is currently improved with a multi-story commercial building. The Applicant proposes to improve the building façade with a new metal and glass canopy over the entrance, a reconfigured drop-off area, new glass entrance doors, and new landscaping throughout the site. The landscaping changes include the removal of thirty two (32) of the existing seventy three (73) trees on site, and the planting of twenty (20) new trees in their place (collectively, the façade and site changes shall be referred to as the "Proposed Improvements"). The Proposed Improvements are depicted in the site plan and exterior appearance plans attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the Application was considered by the Village of Hinsdale Plan Commission at a public meeting held on July 9, 2014. After considering all of the matters related to the Application, the Plan Commission recommended, on a vote of five (5) in favor, zero (0) against, and two (2) absent, approval by the Board of Trustees of the Exterior Appearance Plan relative to the Proposed Improvements. The Plan Commission also recommended denial of the Site Plan. While the vote on recommending approval of the Site Plan was three (3) in favor, two (2) against, and two (2) absent, a minimum of four (4) members must cast concurring votes for there to be a positive recommendation. Anything less than four (4) concurring votes is a recommendation for denial. The recommendations and a summary of the related proceedings are set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees, having considered the Findings and Recommendation of the Plan Commission, find that the Application satisfies the standards established in both Sections 11-604 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans, subject to the conditions stated in this Ordinance.

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

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Approval of Site Plan and Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the site plan and exterior appearance plan attached to, and by this reference, incorporated into this Ordinance as **Exhibit A** (the "Approved Plans"), relative to the Proposed Improvements, subject to the conditions set forth in Section 3 of this Ordinance.

SECTION 3: Conditions on Approvals. The approvals granted in Section 2 of this Ordinance are expressly subject to all of the following conditions:

A. Compliance with Plans. All work on the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit A**.

B. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance or as otherwise specifically authorized by the Village, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.

C. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 4: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

ADOPTED this _____ day of _____, 2014, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED by me this _____ day of _____, 2014, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:

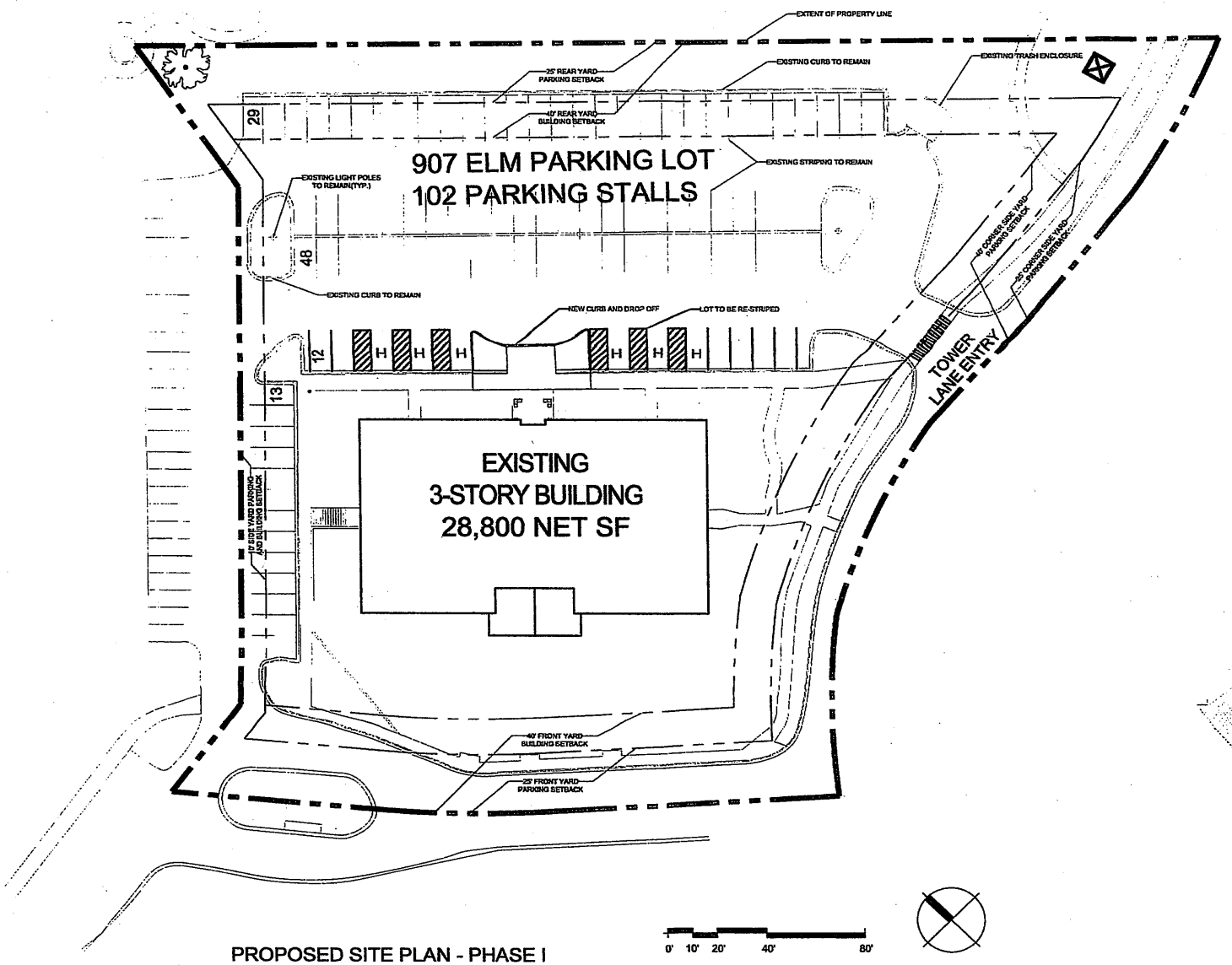
By: _____

Its: _____

Date: _____, 2014

EXHIBIT A

APPROVED SITE PLANS AND EXTERIOR APPEARANCE PLANS (ATTACHED)



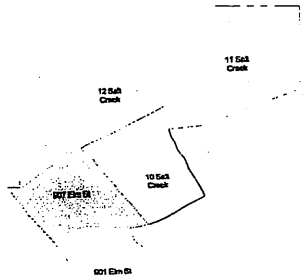
PROPOSED SITE PLAN - PHASE I

SITE DATA

907 Elm 32,000 GSF
28,800 NSF

Required Parking Count:
1 Stall/ 275 NSF
28,800/ 275 = 105 Parking Stalls
102 Parking Salls - Phase I
108 Parking Stalls - Phase II

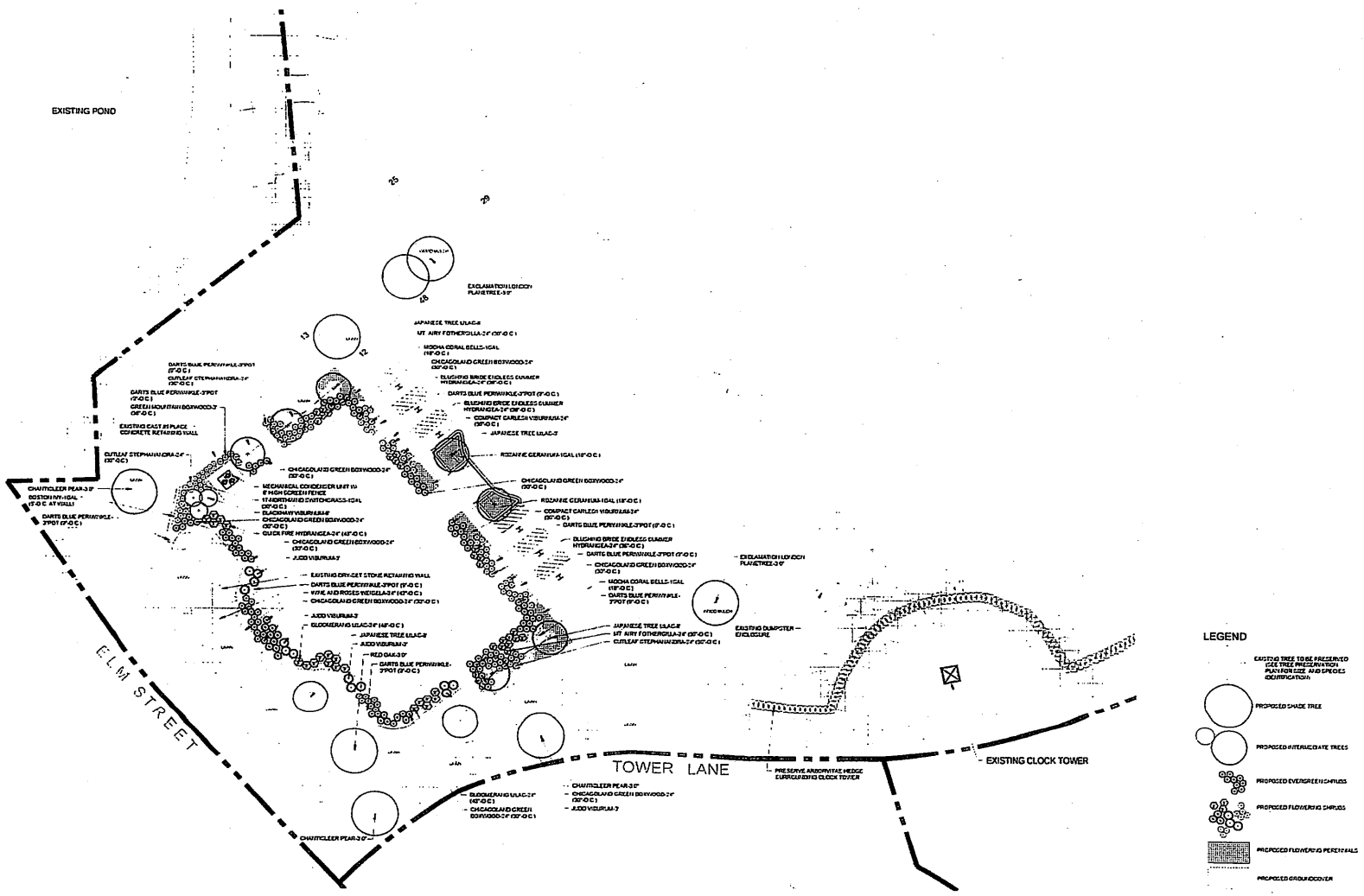
(Phase II Work to be completed with 10 Salt Creek construction)



ECKENHOFF SAUNDERS ARCHITECTS

MedProperties

Salt Creek Medical Campus
907 Elm St. M.O.B. Renovation



LANDSCAPE RENOVATION PLAN

0' 10' 20' 40' 80'

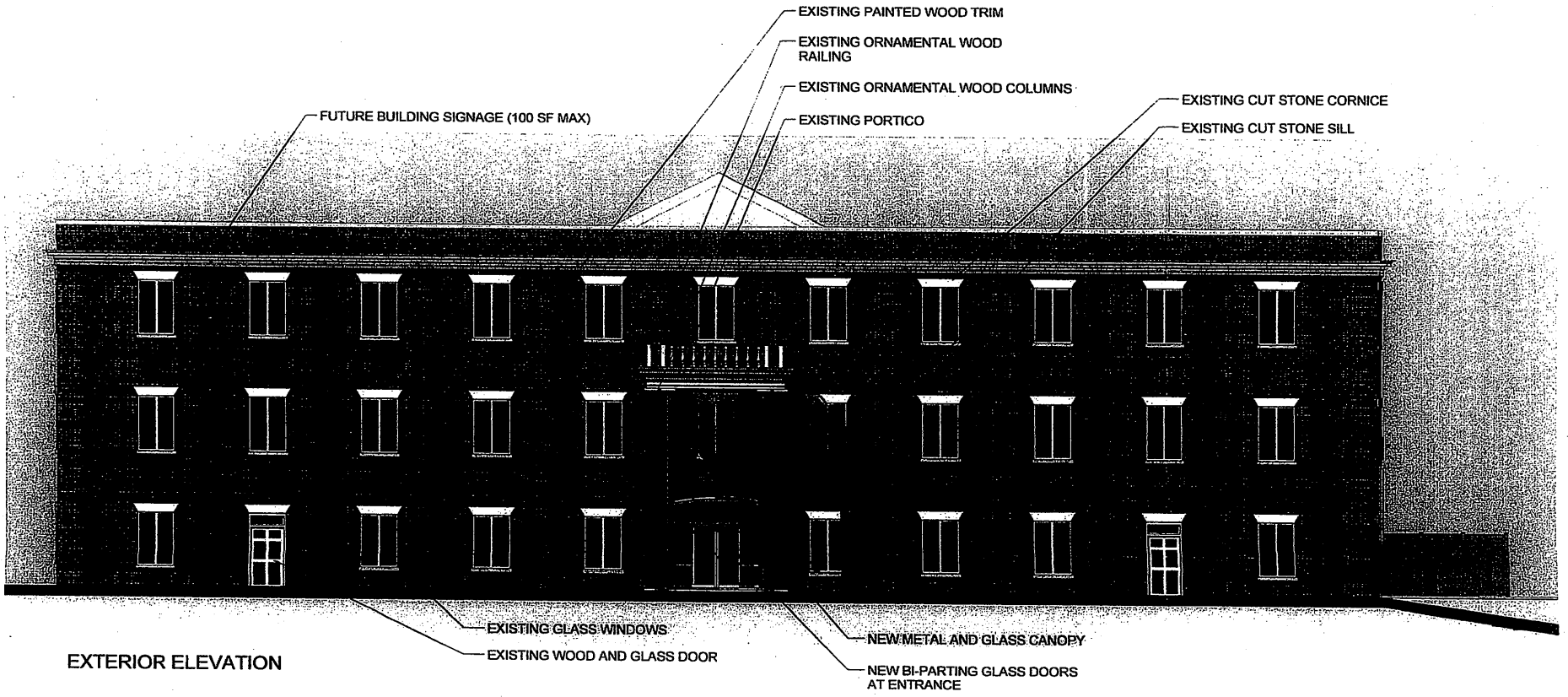
ECKENHOFF SAUNDERS ARCHITECTS

TRIPEDI design

MedProperties

Salt Creek Medical Campus

907 Elm St. M.O.B. Renovation



EXTERIOR ELEVATION

EXHIBIT B

FINDINGS AND RECOMMENDATION
(ATTACHED)

HINSDALE PLAN COMMISSION

RE: 907 N. Elm Street – Exterior Appearance and Site Plan Review

DATE OF PLAN COMMISSION REVIEW: June 9, 2014

DATE OF ZONING AND PUBLIC SAFETY REVIEW: June 28, 2014

FINDINGS AND RECOMMENDATION ON REMAND FROM THE BOARD OF TRUSTEES

I. FINDINGS

1. Med Properties (the "Applicant") submitted an application to the Village of Hinsdale for exterior appearance and site plan review at 907 N. Elm Street (the "Subject Property").

2. The Subject Property is located in the O-3 General Office District and is improved with a multiple-story office building that will be home to general medical offices.

3. At the June 9th Plan Commission meeting, the Plan Commission reviewed the applicant's site plan and exterior appearance plans relative to redevelopment of the site, which included:
   - A new metal and glass canopy over the entrance
   - New glass entrance doors
   - New landscaping throughout the site
   - Reconfigured drop-off area

4. Certain Commissioners expressed concern with the number of trees being removed and an interest in seeing additional trees on the site to offset those being removed. Other Commissioners felt that the remaining and proposed plantings were sufficient given the layout of the site, the existing landscaping and the reason a majority of the trees were being removed which was largely due to insect damage, declining structure or health, as well as their proximity to the building and overgrowth as expressed by the applicant.

5. The Commission agreed that the proposed façade changes were appropriate and consistent with the other improvements being made on the applicant's other buildings.

6. The Plan Commission generally finds that based on the Application and the evidence presented at the public meetings, and based on the Applicant's plan revisions and efforts to address concerns raised, the Applicant has partially satisfied the standards in Sections 11-604 and 11-606 of the Zoning Code applicable to approval of site plan and exterior appearance approval, respectively. While the Commission was unanimously in support of the façade changes, they were not entirely supportive of the site plan, as reflected in the vote, due to the large number of trees being removed. Among the evidence relied upon by the Plan Commission were the site plans and various plans submitted and considered for the June 9, 2014, Plan Commission meeting, prepared by Eckenhoff Saunders Architects and Trippiedi Design.

II. RECOMMENDATIONS

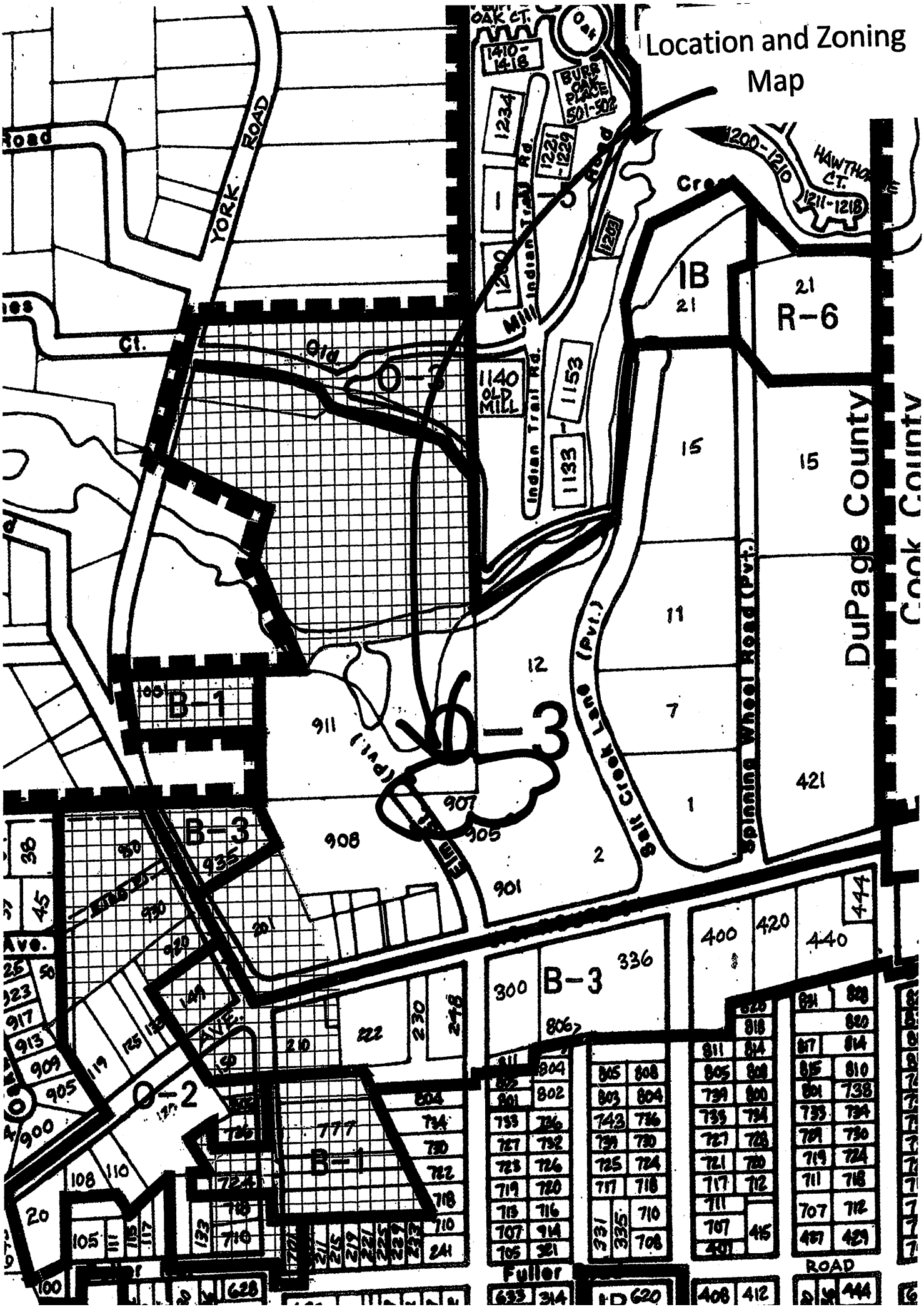
Following a motion to recommend approval of the proposed exterior appearance plans, the Village of Hinsdale Plan Commission, on a vote of five (5) "Ayes," zero (0) "Nayes," and two (2) "Absent," recommends that the President and Board of Trustees approve the exterior appearance plans for 907 N. Elm Street .

Following a motion to recommend approval of the proposed site plan, the Village of Hinsdale Plan Commission, on a vote of three (3) "Ayes," two (2) "Nay," and two (2) "Absent," recommends on remand that the President and Board of Trustees deny the site plan plans for 907 N. Elm Street. While the request received a 3-2 vote in favor, Section 11-103D establishes that "the concurring vote of a majority of the plan commission, consisting of at least four (4) members, shall be necessary on any motion to recommend approval of any matter or application. Any lesser vote on any such motion, even if a majority of those voting, shall be considered a final decision to recommend denial of such matter or application.

THE HINSDALE PLAN COMMISSION

By: NKBrzyman
Chairman

Dated this 10th day of Sept., 2014.


Location and Zoning Map
OAK CT.
1410-1418
BURR OAK PLACE 501-502
1234
1221-1229
1200-1210
HAWTHORNE CT.
1211-1218
YORK ROAD
Road
Mill
Indian Trail Rd.
1203
IB
21
R-6
Ct.
Old
O-1
1140 OLD MILL
1153
1133
15
DuPage County
Cook County
11
12
B-1
911
(Pvt.)
B-3
907
908
905
901
2
Golf Creek Lane (Pvt.)
Spinning Wheel Road (Pvt.)
7
1
421
444
400
420
440
336
300
806
O-2
900
909
905
913
917
923
777
722
230
248
804
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730
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718
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241
108
110
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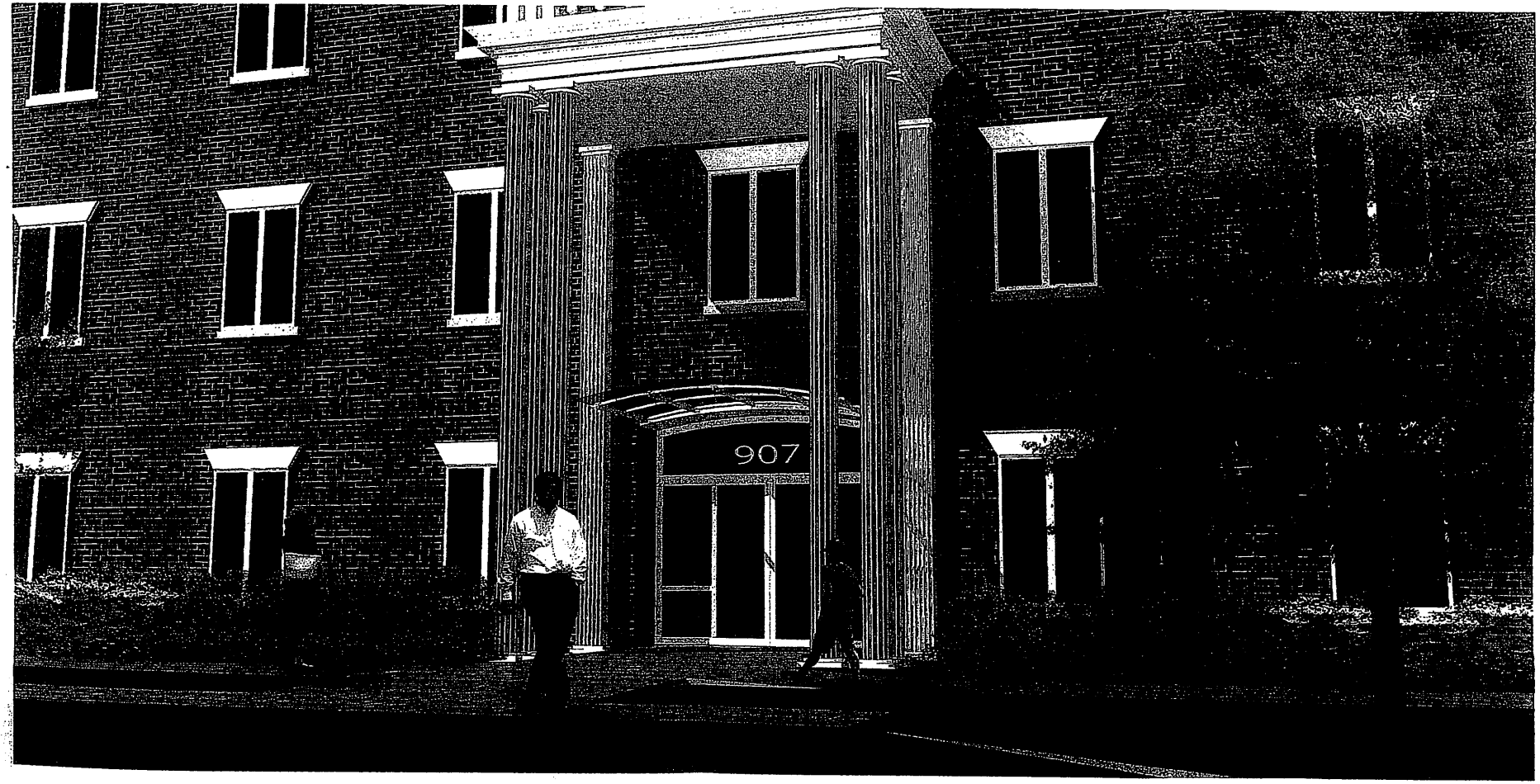
Fuller
ROAD
620
408
412

EXISTING PHOTO



NEW RENDERING

MedProperties

July 1, 2014

Ms. Sean Gascoigne
Village Planner
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521
(630) 789-7035
sgascoigne@villageofhinsdale.org

RE: 907 NORTH ELM EXTERIOR APPEARANCE REVIEW AND SITE PLAN REVIEW

Sean-

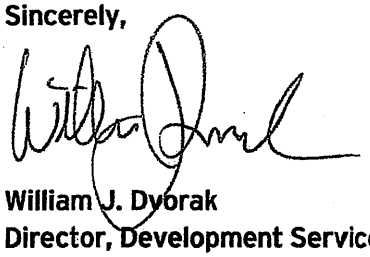
On behalf of MedProperties and Salt Creek Medical Campus, Eckenhoff Saunders Architects ("ESA") submitted an Exterior Appearance Review and Site Plan Review Application for 907 Elm Street in Hinsdale on June 6, 2014. This building is one of five that are comprise the Salt Creek Medical Campus.

The submittal included proposed changes to the building exterior including a new canopy at the entrance, new entry doors, a reconfigured drop-off zone and landscaping upgrades. As a result of these changes, the quantity of parking spaces at the property was proposed to be reduced from a total of 107 spaces to 102. However, this reduction is only temporary, or Phase 1 of a larger redevelopment of the Salt Creek Medical Campus. Phase 2 is a full Planned Development encompassing all 5 buildings that are owned by MedProperties. Once all of the work is completed as part of the Planned Development, the 907 Elm project will actually have a total of 108 parking spaces, more than Code requires. The Planned Development documents were submitted to the Village of Hinsdale on the same date, and will be introduced at the July meeting. However, the Planned Development will not be open for public discussion until the September meeting.

Recognizing that the 907 Elm application is currently separate from the Planned Development, and that the interim site plan generates a parking quantity which is lower than the Code required minimum, we have opted to adjust the site plan to retain the minimum parking required by Code. The revisions depicted in the Planned Development will still generate a parking quantity in excess of Code, we simply will not have a deficiency in the interim.

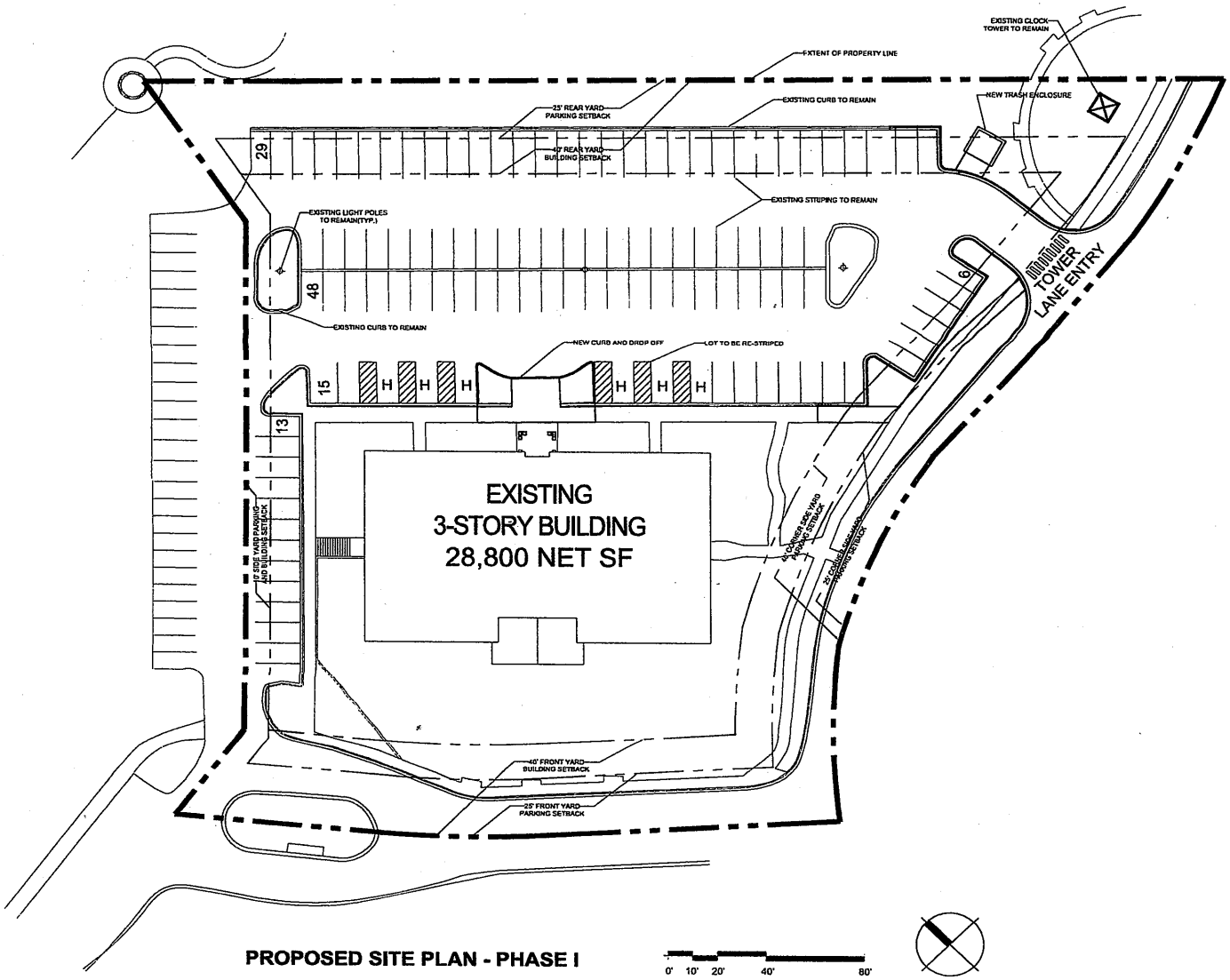
Please contact us if you should require any more information or clarification on the changes to the submission.

Sincerely,



William J. Dyorak
Director, Development Services
MedProperties Group, LLC

cc: Steve Saunders, Eckenhoff Saunders Architects
Kent Rehmer, Eckenhoff Saunders Architects
John George, Schuyler, Roche & Crisham
Chris Leach, Schuyler, Roche & Crisham
Mike Trippiedi, Trippiedi Design
Matt Campbell, MedProperties Group
Anthony Davidson, MedProperties Group



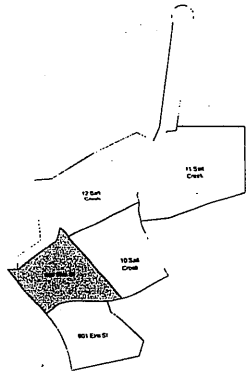
SITE DATA

907 Elm 32,000 GSF
28,800 NSF

Required Parking Count:
1 Stall / 275 NSF
28,800 / 275 = 105 Parking Stalls
113 Parking Stalls - Phase I
108 Parking Stalls - Phase II

(Phase II Work to be completed with 10 Salt Creek construction

Existing Parking Count: 107 Stalls

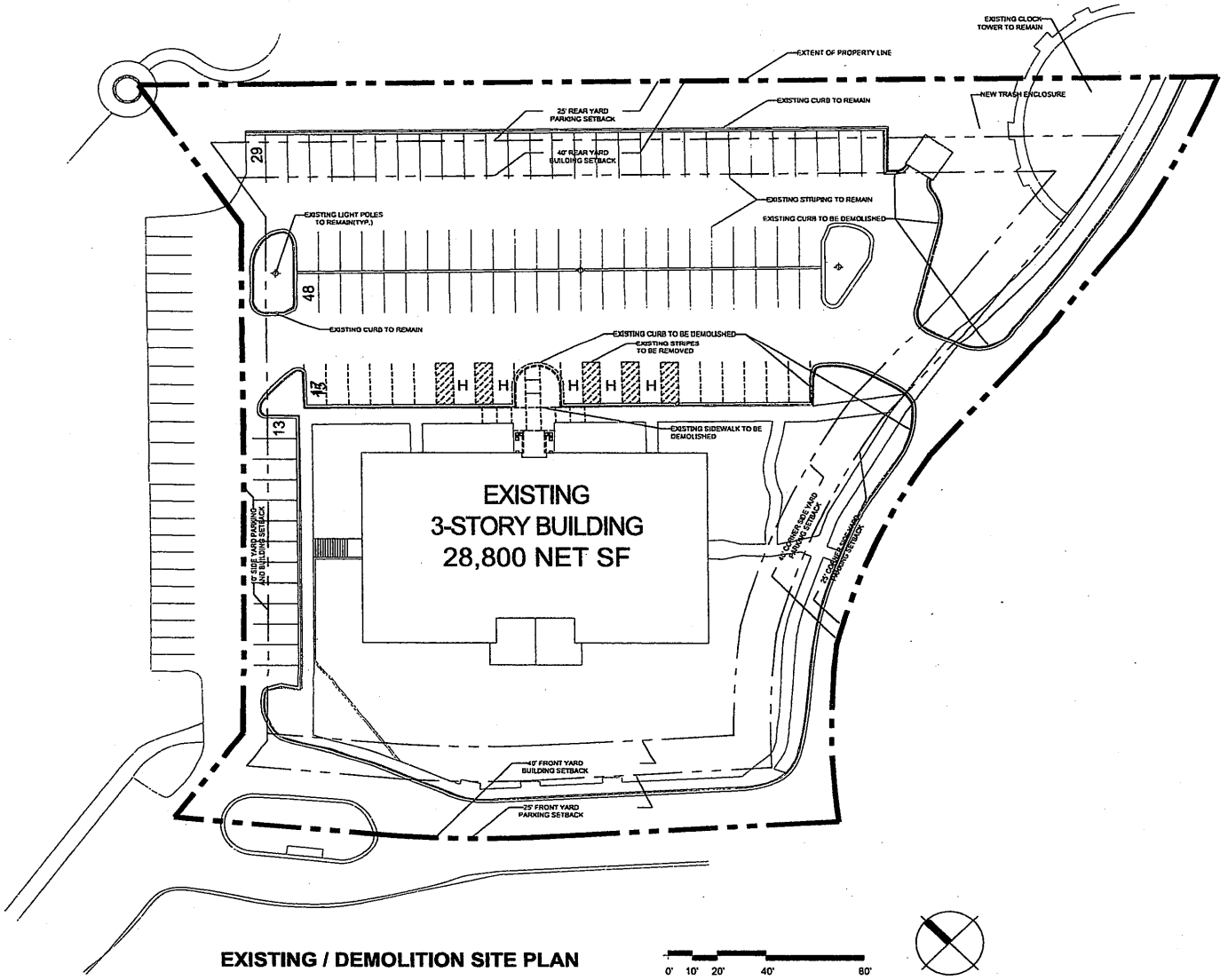


PROPOSED SITE PLAN - PHASE I

ECKENHOFF SAUNDERS ARCHITECTS

MedProperties

Salt Creek Medical Campus
907 Elm St. M.O.B. Renovation



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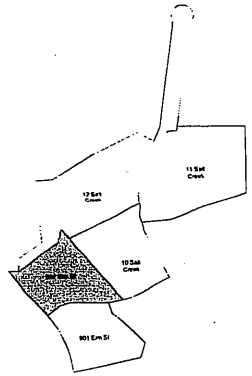


EXISTING / DEMOLITION SITE PLAN

ECKENHOFF SAUNDERS ARCHITECTS

MedProperties

Salt Creek Medical Campus
907 Elm St. M.O.B. Renovation

VILLAGE OF HINSDALE FOUNDED IN 1873

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: Med Properties - Bill Dvorak
Address: 40 Skokie Blvd., Suite 410
City/Zip: Northbrook, IL 60062
Phone/Fax: (847) 897-7310 / 897-7333
E-Mail: bdvorak@medpropertiesgroup.com

Owner

Name: Salt Creek Campus LLC
Address: 40 Skokie Blvd., Suite 410
City/Zip: Northbrook, IL 60062
Phone/Fax: (847) 897-7310 / 897-7333
E-Mail: bdvorak@medpropertiesgroup.com

Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)

Name: Eckenhoff Saunders Architects-Steve Saunders
Title: Architect
Address: 700 S. Clinton Suite 200
City/Zip: Chicago, IL 60607
Phone/Fax: (312) 786-1204 / 786-1838
E-Mail: ssaunders@esa-inc.com

Name: Schuyler, Roche & Crisham, P.C. - John J. George
Title: Attorney
Address: 180 N. Stetson Avenue, Suite 3700
City/Zip: Chicago, IL 60601
Phone/Fax: (312) 565-8439 / (312) 565-8300
E-Mail: jgeorge@srcattorneys.com

Disclosure of Village Personnel: (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)

1) Not Applicable
2)
3)

II. SITE INFORMATION

Address of subject property: 907 Elm Street

Property identification number (P.I.N. or tax number): 06 - 36 - 405 - 019
09 - 01 - 207 - 009

Brief description of proposed project: Renovation of the existing entrance by adding a canopy, and reconfiguring the drop off area and landscaping.

General description or characteristics of the site: The site is in the Salt Creek Medical Campus and includes the center line of Elm Street to the west and Tower Lane to the south and is adjacent to a pond to the north. Existing landscaping is over grown.

Existing zoning and land use: 0-3 / Prof. Office

Surrounding zoning and existing land uses:

North: 0-3 / Prof. Office

South: 0-3 / Prof. Office

East: 0-3 / Prof. Office

West: 0-3 / vacant

Proposed zoning and land use: 0-3 / Prof. Office

Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:

- ■ Site Plan Approval 11-604
- ❑ Design Review Permit 11-605E
- ■ Exterior Appearance 11-606E
- ❑ Special Use Permit 11-602E
  Special Use Requested: ff
- ❑ Map and Text Amendments 11-601E
  Amendment Requested: _____
- ❑ Planned Development 11-603E
- ❑ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 907 Elm Street

The following table is based on the 0-3 Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	20,000 SF	97,600 SF
Minimum Lot Depth	125'	324.5'
Minimum Lot Width	80'	240'
Building Height	60'	42'
Number of Stories	5	3
Front Yard Setback	25'	45'
Corner Side Yard Setback	25'	52'
Interior Side Yard Setback	10'	49'
Rear Yard Setback	20'	76.5'
Maximum Floor Area Ratio (F.A.R.)*	.35	32,000 SF / 97,600 SF = .33
Maximum Total Building Coverage*	N/A	10,670 SF / 97,600 SF = 10.9%
Maximum Total Lot Coverage*	50%	54,514SF/97,600SF(Existing) =55%
Parking Requirements	1/275 NSF 28,800 / 275-105	102 Proposed Stalls
Parking front yard setback	25'	37'
Parking corner side yard setback	25'	28'
Parking interior side yard setback	10'	None
Parking rear yard setback	20'	20'
Loading Requirements	1	0 - Existing Non Conforming
Accessory Structure Information	N/A	N/A

* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: Loading Zone - None Existing Modifications do not warrant adding loading zone.

Rear Yard Parking Setback - Existing parking lot is on both sides of property line. Non conforming lot coverage is existing.

Parking Count is 3 stalls shy of the requirements. When work at 10 Salt Creek is complete. These stalls will be restored. Additionall there are 25 stalls in this same lot but on 12 Salt Creek Property.

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.

B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:

1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
4. Location, size, and arrangement of all outdoor signs and lighting.
5. Location and height of fences or screen plantings and the type or kink of building materials or plantings used for fencing or screening.
6. A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
7. A traffic study if required by the Village Manager or the Board or Commission hearing the application.

C. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times;

D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and

E. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.

F. THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT.

On the 6th day of June, 2014, I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

Signature of applicant or authorized agent

William Dvorak

Name of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN to before me this 6th day of June, 2014.

Notary Public

OFFICIAL SEAL
KARIN J WALTER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/21/14

VILLAGE OF HINSDALE FOUNDED IN 1873

COMMUNITY DEVELOPMENT DEPARTMENT
EXTERIOR APPEARANCE AND SITE PLAN REVIEW CRITERIA

Address of proposed request: 907 Elm Street, Hinsdale, Illinois

REVIEW CRITERIA

Section 11-606 of the Hinsdale Zoning Code regulates Exterior appearance review. The exterior appearance review process is intended to protect, preserve, and enhance the character and architectural heritage and quality of the Village, to protect, preserve, and enhance property values, and to promote the health, safety, and welfare of the Village and its residents. Please note that Subsection Standards for building permits refers to Subsection 11-605E Standards and considerations for design permit review.
*****PLEASE NOTE*** If this is a non-residential property within 250 feet of a single-family residential district, additional notification requirements are necessary. Please contact the Village Planner for a description of the additional requirements.**

FEES for Exterior Appearance/Site Plan Review:
Standard Application: $600.00
Within 250 feet of a Single-Family Residential District: $800

Below are the criteria that will be used by the Plan Commission, Zoning and Public Safety Committee and Board of Trustees in reviewing Exterior Appearance Review requests. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

1. *Open spaces.* The quality of the open space between buildings and in setback spaces between street and facades.

   Existing open spaces will be preserved. No new construction in these areas.

2. *Materials.* The quality of materials and their relationship to those in existing adjacent structures.

   Existing construction will be preserved. The new canopy will be made of aluminum framing (white) and glass.

3. *General design.* The quality of the design in general and its relationship to the overall character of neighborhood.

   The new entry canopy will bring a modern update to the building while preserving the existing character that predominates the business park.

4. *General site development.* The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.

   The parking lot will be modified to include a wider landscaped area in front of the entrance with a drop-off lane - to improve vehicular safety. Over grown landscaping will be removed and replaced with appropriately scaled new landscaping.

5. *Height.* The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.

   The existing building height will not be modified.

6. *Proportion of front façade.* The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.

   The existing street front facade will not be modified.

7. *Proportion of openings.* The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.

   The existing fenestration is unchanged.

8. *Rhythm of solids to voids in front facades.* The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.

   The existing solids and voids will remain unchanged.

9. *Rhythm of spacing and buildings on streets.* The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.

   The existing relationship of buildings and structures to open space will remain unchanged.

10. *Rhythm of entrance porch and other projections.* The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.

    The existing porches and projections are unchanged except for the addition of a canopy within the porte cochere.

11. *Relationship of materials and texture.* The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related.

    Existing materials are unchanged. New aluminum (painted white) and glass canopy within the porte cochere will modernize the entry.

12. *Roof shapes.* The roof shape of a building shall be visually compatible with the buildings to which it is visually related.

The existing roof is unchanged.

13. *Walls of continuity.* Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.

The existing exterior walls are unchanged.

14. *Scale of building.* The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related.

The size and mass of the existing building are unchanged.

15. *Directional expression of front elevation.* The buildings shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this be vertical character, horizontal character, or nondirectional character.

Horizontal and vertical character are unchanged.

16. *Special consideration for existing buildings.* For existing buildings, the Plan Commission and the Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.

See above comments.

REVIEW CRITERIA – Site Plan Review

Below are the criteria that will be used by the Plan Commission and Board of Trustees in determining is the application does not meet the requirements for Site Plan Approval. Briefly describe how this application will not do the below criteria. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

Section 11-604 of the Hinsdale Zoning Code regulates Site Plan Review. The site plan review process recognizes that even those uses and developments that have been determined to be generally suitable for location in a particular district are capable of adversely affecting the purposes for which this code was enacted unless careful consideration is given to critical design elements.

1. The site plan fails to adequately meet specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable.

   Parking is 3 stalls shy of requirements but will be restored with 10 Salt Creek improvements.

2. The proposed site plan interferes with easements and rights-of-way.

   No modifications to easements or right-of-ways are being requested.

3. The proposed site plan unreasonably destroys, damages, detrimentally modifies, or interferes with the enjoyment of significant natural, topographical, or physical features of the site.

   No modifications to existing topography is being proposed.

4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property.

   The new design does not adversely impact surrounding properties.

5. The proposed site plan creates undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably creates hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off the site.

   There are no modifications to the use of the building which could cause traffic congestion . Drop-off lane at entrance improves vehicular circulation within the site.

6. The screening of the site does not provide adequate shielding from or for nearby uses.

   New landscaping will provide adequate screening for nearby buildings which are all of similar use.

7. The proposed structures or landscaping are unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.

   Existing landscaping is overgrown and consumes the appearance of the building. New landscaping will compliment the building.

8. In the case of site plans submitted in connection with an application for a special use permit, the proposed site plan makes inadequate provision for the creation or preservation of open space or for its continued maintenance.

   No special use is being requested.

9. The proposed site plan creates unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned ordinance system serving the community.

   Existing topography and site drainage are unchanged.

10. The proposed site plan places unwarranted or unreasonable burdens on specified utility systems serving the site or area or fails to fully and satisfactorily integrate the site's utilities into the overall existing and planned utility system serving the Village.

Existing utilities remain unchanged.

11. The proposed site plan does not provide for required public uses designated on the Official Map.

No modifications to public uses is proposed.

12. The proposed site plan otherwise adversely affects the public health, safety, or general welfare.

Revisions to the site will not adversely affect public health, safety or welfare.

VILLAGE OF HINSDALE

COMMUNITY DEVELOPMENT DEPARTMENT
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
630.789.7030

Application for Certificate of Zoning Compliance

You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.

Applicant's name: MedProperties

Owner's name (if different): Salt Creek Campus LLC

Property address: 907 Elm Street

Property legal description: [attach to this form]

Present zoning classification: O-3, General Office District

Square footage of property: 97,600 GSF

Lot area per dwelling: N/A

Lot dimensions: 240 x 324.5'

Current use of property: Professional Office

Proposed use:
- ☐ Single-family detached dwelling
- ☑ Other: Professional Office

Approval sought:
- ☑ Building Permit
- ☐ Special Use Permit
- ☐ Site Plan
- ☐ Design Review
- ☐ Other:
- ☐ Variation
- ☐ Planned Development
- ☑ Exterior Appearance

Brief description of request and proposal:
Renovation of building entrance, drop off area and landscaping

Plans & Specifications: [submit with this form]

	Provided:	**Required by Code:**
Yards:		
front:	37'	25'
interior side(s)	0 / 0	10' / 10'

	Provided:	Required by Code:
corner side	28'	25'
rear	0	25'
Setbacks (businesses and offices):		
front:	45'	40'
interior side(s)	49' /	10' / 10'
corner side	52'	40'
rear	76.5'	40'
others:	N/A	N/A
Ogden Ave. Center:	N/A	N/A
York Rd. Center:	N/A	N/A
Forest Preserve:	N/A	100'
Building heights:		
principal building(s):	42'	60'
accessory building(s):	N/A	N/A
Maximum Elevations:		
principal building(s):	N/A	N/A
accessory building(s):	N/A	N/A
Dwelling unit size(s):	N/A	N/A
Total building coverage:	10.9%	N/A
Total lot coverage:	55% (existing)	50%
Floor area ratio:	.33	.35
Accessory building(s):		
Spacing between buildings:	[depict on attached plans]	
principal building(s):	N/A	
accessory building(s):	N/A	

Number of off-street parking spaces required: 105

Number of loading spaces required: 1

Statement of applicant:

I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By: _____

Applicant's signature

William Dvorak

Applicant's printed name

Dated: June 6, 2014.

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 4 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST TO THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY, ILLINOIS.

ZONING CONFIRMATION OF AUTHORITY

TO WHOM IT MAY CONCERN:

The undersigned, 11 Salt Creek Campus LLC, the property owner of the property commonly known as 11 Salt Creek Lane, Hinsdale, Illinois, hereby confirms that the Zoning Applicant, MedProperties, is authorized by the undersigned to file a Planned Development Application for 11 Salt Creek Lane, Hinsdale, Illinois.

Dated this 4TH day of June, 2014.

PROPERTY OWNER:

11 SALT CREEK CAMPUS LLC

Paul Kopecki

By: PAUL KOPECKI

Title: AUTHORIZED SIGNATORY

ZONING CONFIRMATION OF AUTHORITY

TO WHOM IT MAY CONCERN:

The undersigned, Salt Creek Campus LLC, the property owner of the property commonly known as 901 N. Elm Street, 907 N. Elm Street, 10 Salt Creek Lane and 12 Salt Creek Lane, Hinsdale, Illinois, hereby confirms that the Zoning Applicant, MedProperties, is authorized by the undersigned to file an Exterior Appearance / Site Plan Review Application for 907 N. Elm Street and 10 Salt Creek Lane, Hinsdale, Illinois, and a Planned Development Application for 901 N. Elm Street, 907 N. Elm Street, 10 Salt Creek Lane and 12 Salt Creek Lane, Hinsdale, Illinois.

Dated this 4th day of June, 2014.

PROPERTY OWNER:

SALT CREEK CAMPUS LLC

Paul Kopelki

By: PAUL KOPELKI

Title: MANAGER

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 4 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 20, 2002, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY, ILLINOIS.

ECKENHOFF SAUNDERS ARCHITECTS

MedProperties

Salt Creek Medical Campus

907 Elm St. M.O.B. Renovation

ALTA/ACSM LAND TITLE SURVEY

SURVEYOR'S NOTES:

1. THIS SURVEY IS BASED IN PART ON INFORMATION CONTAINED IN CHICAGO TITLE INSURANCE COMPANY'S COMMITMENT FOR TITLE INSURANCE NO. 1416 0020728822 WITH AN EFFECTIVE DATE OF OCTOBER 24, 2012 AND HAS BEEN USED FOR LEGAL DESCRIPTION AND APPLICABLE EXCEPTIONS TO TITLE.

A. TITLE EXCEPTION NO. E 15 (PROPERTY SUBJECT TO TERMS AND PROVISIONS OF EASEMENT AGREEMENT BETWEEN SANITARY DISTRICT AND OFFICE PARK OF HINSDALE, RECORDED FEBRUARY 24, 1971 AS DOCUMENT R71-4427 AND HINSDALE SANITARY DISTRICT CONVEYED ITS INTEREST IN SAID EASEMENT TO THE VILLAGE OF OAK BROOK BY QUIT CLAIM DEED RECORDED MAY 17, 1991 AS DOCUMENT 91-177229. AFFECTS PARCELS 1 AND 2. PLOTTED HEREON. SEE DOCUMENTS FOR PARTICULARS.)

B. TITLE EXCEPTION NO. F 17, (PROPERTY SUBJECT TO GRANT OF EASEMENT MADE BY HINSDALE SANITARY DISTRICT RECORDED NOVEMBER 5, 1973 AS DOCUMENT R73-82215. HINSDALE SANITARY DISTRICT CONVEYED ITS INTEREST IN SAID EASEMENT TO THE VILLAGE OF OAK BROOK BY QUIT CLAIM DEED RECORDED MAY 17, 1991 AS DOCUMENT 91-177229. AFFECTS PARCELS 1 AND 2. PLOTTED HEREON. SEE DOCUMENTS FOR PARTICULARS.)

C. TITLE EXCEPTION NO. G 18, (PROPERTY SUBJECT TO GRANT OF EASEMENT MADE BY OFFICE PARK OF HINSDALE TO THE VILLAGE OF HINSDALE RECORDED NOVEMBER 6, 1972 AS DOCUMENT R72-93319. HINSDALE SANITARY DISTRICT CONVEYED ITS INTEREST IN SAID EASEMENT TO THE VILLAGE OF OAK BROOK BY QUIT CLAIM DEED RECORDED MAY 17, 1991 AS DOCUMENT 91-177229. AFFECTS PARCELS 1 AND 2. PLOTTED HEREON. SEE DOCUMENTS FOR PARTICULARS.)

D. TITLE EXCEPTION NO. H 19, (PROPERTY SUBJECT TO GRANT OF EASEMENT RECORDED SEPTEMBER 23, 1980 AS DOCUMENT R80-57058. AFFECTS PARCEL 1 AND 2. NOT PLOTTABLE EXCEPTION IS BLANKET IN NATURE. SEE DOCUMENT FOR PARTICULARS.)

E. TITLE EXCEPTION NO. I 20, (PROPERTY SUBJECT TO NON-EXCLUSIVE, PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT RECORDED JUNE 11, 1973 AS DOCUMENT R73-43017 AS AMENDED BY DOCUMENTS R73-74331, R81-71855 AND R2001-107280. AFFECTS PARCEL 2. NOT PLOTTABLE EXCEPTION IS BLANKET IN NATURE. SEE DOCUMENTS FOR PARTICULARS.)

F. TITLE EXCEPTION NO. J 21, (PROPERTY SUBJECT TO EASEMENT GRANT RECORDED JANUARY 18, 1982 AS DOCUMENT R82-006831 AND AMENDED BY DOCUMENT R82-075853 AND DOCUMENT R97-072697, RECORDED JUNE 20, 1838 FOR THE PURPOSES OF HORSES AND EQUESTRIAN PATHS, TRAILS AND HORSES EASEMENT PURPOSES. AFFECTS PARCEL 2. PLOTTED HEREON. SEE DOCUMENTS FOR PARTICULARS.)

G. TITLE EXCEPTION NO. K 22, (PROPERTY SUBJECT TO LICENSE AGREEMENT MADE BY AND BETWEEN OFFICE PARK OF HINSDALE AND GROUCHO NATIONAL BANK OF CHICAGO RECORDED JUNE 11, 1973 AS DOCUMENT NO. R73-43022 AND SUPPLEMENTAL DECLARATION RECORDED AS DOCUMENT R78-107257 AND SUPPLEMENTARY DECLARATION OF VOTING RECORDED AS DOCUMENT NO. R77-117053. AFFECTS PARCELS 1 AND 2. PLOTTED HEREON. SEE DOCUMENTS FOR PARTICULARS.)

H. TITLE EXCEPTION NO. L 23, (PROPERTY SUBJECT TO SANITARY SEWER AND WATER LINE EASEMENTS AS ESTABLISHED BY DOCUMENT R73-43023 RECORDED JUNE 11, 1973. AFFECTS PARCEL 2. PLOTTED HEREON. SEE DOCUMENT FOR PARTICULARS.)

I. TITLE EXCEPTION NO. M 24, (PROPERTY SUBJECT TO, RIGHTS OF THE UNITED STATES OF AMERICA, STATE OF ILLINOIS OVER BOUNDARY AND THE PUBLIC TO AND TO USE PARTS OF THE LAND LYING WITHIN THE BED OF SALT CREEK AS THE RIGHTS OF OTHER RIPARIAN OWNERS AND LOWER OWNERS TO ACCESS TO THE WATER OF SAID CREEK. SALT CREEK SHOWN ON PLAT OF SURVEY OF LOT 3.)

J. TITLE EXCEPTION NO. N 25, (PROPERTY SUBJECT TO EASEMENT GRANT TO ILLINOIS BELL TELEPHONE COMPANY RECORDED OCTOBER 5, 1978 AS DOCUMENT R78-106878 AFFECTS PARCELS 1 AND 2. PLOTTED HEREON. SEE DOCUMENT FOR PARTICULARS.)

K. TITLE EXCEPTION NO. O 26, (PROPERTY SUBJECT TO EASEMENT GRANT TO COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY RECORDED MAY 7, 1979 AS DOCUMENT R79-19379. AFFECTS PARCELS 1 AND 2. PLOTTED HEREON SEE DOCUMENT FOR PARTICULARS.)

L. TITLE EXCEPTION NO. P 27, (PROPERTY SUBJECT TO GAS MAIN EASEMENT MADE BY PAUL SCHOENTHAL TO NORTHERN ILLINOIS GAS COMPANY RECORDED MAY 7, 1979 AS DOCUMENT NO. R79-19282. AFFECTS PARCELS 1 AND 2. PLOTTED HEREON. SEE DOCUMENT FOR PARTICULARS.)

M. TITLE EXCEPTION NO. Q 28, (PROPERTY SUBJECT TO TERMS, PROVISIONS AND CONDITIONS CONTAINED IN THAT CERTAIN CROSS EASEMENT AGREEMENT RECORDED MAY 21, 2001 AS DOCUMENT NO. R2001-93041. AFFECTS PARCELS 1 AND 2. NOT PLOTTABLE EXCEPTION IS BLANKET IN NATURE. SEE DOCUMENT FOR PARTICULARS.)

N. TITLE EXCEPTION NO. U 32, (PROPERTY SUBJECT TO OTHER PARK OF HINSDALE DECLARATION OF EASEMENTS AND OPERATING COVENANTS RECORDED JUNE 29, 2003 AS DOCUMENT R2003-176111 AND RE-RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-006893 AND AMENDED BY DOCUMENT R2012-024784 AFFECTS PARCELS 1 AND 2. NOT PLOTTABLE EXCEPTION IS BLANKET IN NATURE. SEE DOCUMENTS FOR PARTICULARS.)

O. TITLE EXCEPTION NO. Y 36, (PROPERTY SUBJECT TO TERMS, PROVISIONS, CONDITIONS AND RESTRICTIONS AS CONTAINED IN ANNEXATION AGREEMENT AND DEVELOPMENT AGREEMENT RECORDED AUGUST 1, 2008 AS DOCUMENT R2008-106424. AFFECTS PARCELS 1 AND 2. NOT PLOTTABLE EXCEPTION IS BLANKET IN NATURE. SEE DOCUMENT FOR PARTICULARS.)

P. TITLE EXCEPTION NO. AA 37, (PROPERTY SUBJECT TO EASEMENT GRANT TO COMMONWEALTH EDISON COMPANY AS CONTAINED IN THE PLAT RECORDED FEBRUARY 8, 1983 AS DOCUMENT R83-13933. AFFECTS PARCEL 1 OR 2. PLOTTED HEREON. SEE DOCUMENT FOR PARTICULARS.)

Q. TITLE EXCEPTION NO. AB 38, (PROPERTY SUBJECT TO EASEMENT GRANT TO COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY RECORDED JULY 8, 1968 AS DOCUMENT R68-33060 AFFECTS PARCEL 1. PLOTTED HEREON. SEE DOCUMENT FOR PARTICULARS.)

7. THE EASEMENTS SHOWN ARE A GRAPHICAL REPRESENTATION OF THE RECORD DOCUMENTS AS NOTED.

8. BEARINGS BASED ON THE ILLINOIS EAST STATE PLANE COORDINATE SYSTEM.

9. OBSERVABLE ABOVE GROUND UTILITIES AND ABOVE GROUND EVIDENCE OF UNDERGROUND UTILITIES LOCATED AND SHOWN HEREON.

10. SURVEY WAS BASED ON FIELD WORK COMPLETED ON 10-08-12, AND 11-16-12 (BUILDING HEIGHTS ONLY) AS OF THAT DATE, THERE WAS NOT EVIDENCE OF SITE USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL. MOREOVER, SINCE 1945 IF NOT OUR AREA OF EXPERTISE. AN ENVIRONMENTAL REPORT (BY OTHERS) SHOULD BE CONSULTED FOR THE SITE TO MAKE THIS DETERMINATION. THERE WAS NO OBSERVABLE EVIDENCE OF EARTH MOVING OR BUILDING CONSTRUCTION WITHIN RECENT MONTHS.

11. CONTACT J.U.L.I.E. AT 1-800-892-0123 FOR EXACT LOCATION OF BURIED CABLES PRIOR TO DIGGING.

12. A TOTAL OF 102 STANDARD PARKING STALLS AND 4 HANDICAP STALLS WERE COUNTED ON 10-08-12 AS STRIPED

13. STREETS FALLING WITHIN THE OFFICE PARK OF HINSDALE PER DOC. NO. R2002-243817 ARE PRIVATE STREETS. THERE ARE NO KNOWN CHANGES IN RIGHT OF WAY.

14. ACCORDING TO OUR INTERPRETATION OF THE FLOOD INSURANCE RATE MAPS THAT COVER THE AREA, SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X" DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2 % ANNUAL CHANCE FLOODPLAIN AS DESIGNATED BY THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT ON FLOOD INSURANCE RATE MAP NO. 17043C0091J, WITH AN EFFECTIVE DATE OF AUGUST 19, 2008 AND COMMUNITY NUMBER 170214, IN DUPAGE COUNTY, STATE OF ILLINOIS, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS LOCATED.

ZONING:

ACCORDING TO THE VILLAGE OF HINSDALE COMMUNITY DEVELOPMENT DEPARTMENT, THE PROPERTY SHOWN AND DESCRIBED ON THIS PLAT IS ZONED OM-2 AS PROVIDED BY THE VILLAGE OF HINSDALE. THE TABLE OF COMPLIANCE FOR ZONE O-2 IS AS FOLLOWS:

MINIMUM LOT AREA (S.F.) 20,000
MINIMUM LOT DEPTH 125 FEET
MINIMUM LOT WIDTH 100 FEET
BUILDING HEIGHT LIMITS
NUMBER OF STORIES 3
FRONT YARD SETBACK 30 FEET
CORNER SIDE YARD SETBACK 30 FEET
INTERIOR YARD SETBACK 10 FEET
REAR YARD SETBACK 30 FEET
MAXIMUM FLOOR AREA RATIO (F.A.R.) .35
MAXIMUM TOTAL BUILDING COVERAGE 50%

NOTE: THE SETBACKS SHOWN ARE PLOTTED HEREON AS THE LOCATION IS SUBJECT TO INTERPRETATION BY THE VILLAGE OF HINSDALE.

PROPERTY DESCRIPTION:

PARCEL 1:

LOT 4 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 2002, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY, ILLINOIS

PARCEL 2:

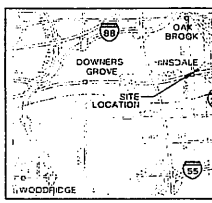
NON-EXCLUSIVE, PERPETUAL EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AGREEMENT RECORDED JUNE 11, 1973 AS DOCUMENT R73-43017 AS AMENDED BY DOCUMENTS R73-74331, R81-71855 AND R2001-107280, DESCRIBED IN ROAD DESCRIPTIONS 2, 4 AND 6 ATTACHED THERETO, AND BY EASEMENT AGREEMENT RECORDED JANUARY 18, 1982 AS DOCUMENT R82-006831, AS AMENDED BY DOCUMENT R82-075853, AND AS CREATED BY DECLARATION RECORDED JUNE 29, 2003 AS DOCUMENT R2003-176111 AND RE-RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-006893 AND AMENDED BY DOCUMENT R2012-024784, DESCRIBED IN PARCELS C1 THROUGH C5 ATTACHED THERETO, FOR THE PURPOSES OF INGRESS AND EGRESS OVER, UPON AND ACROSS EASEMENT PREMISES.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS AND OPERATING COVENANTS RECORDED MAY 29, 2003 AS DOCUMENT R2003-176111, AND RE-RECORDED JANUARY 10, 2006 AS DOCUMENT R2006-006893 AND AMENDED BY R2012-024784 FOR THE PURPOSE OF VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS UPON THE ROADWAYS, RETENTION, DETENTION AND DRAINAGE OF WATER AND OVER COMMON IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, THE CLOCK TOWER, SIDEWALKS, LANDSCAPED AREAS AND POND FOR PEDESTRIAN MEETING, EXPRESS, ACCESS AND FOR PASSIVE RECREATIONAL PURPOSES OVER THE FOLLOWING DESCRIBED LAND: LOT 3 IN OFFICE PARK OF HINSDALE, BEING A SUBDIVISION OF PART OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 2002, AS DOCUMENT R2002-243817, IN DUPAGE COUNTY, ILLINOIS.

AREA OF PARCEL 1: 99,254 SQ. FT +/- / 2.2788 ACRES +/-

P.I.N. OF PARCEL 1: 06-36-405-019, 06-01-307-009



LOCATION MAP
(NOT TO SCALE)

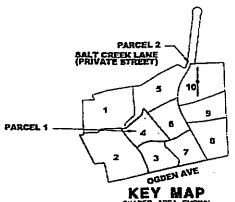
LEGEND:

SAN	SANITARY SEWER	⊕	ELECTRIC PEDESTAL (PEDC)
STM	STORM SEWER	⊡	TELEPHONE PEDESTAL (PEDT)
CMB	COMBINED SEWER	⊙	SIGN
WM	WATER MAIN	⊠	MANHOLE (MH)
FM	FORCE MAIN	○	CHAIN LINK FENCE
UNDERGROUND	UNDERGROUND	⊠	A/C CONDENSER UNIT
CATV	CABLE TV LINE	BOW	BOTTOM OF WALL
E	ELECTRIC LINE	CONC	CONCRETE
FO	FIBER OPTIC LINE	DIP	DUCTILE IRON PIPE
G	GAS LINE	EM	ELECTRIC METER
T	TELEPHONE LINE	FF	FINISHED FLOOR
OHW	OVER-HEAD WIRE	GARAGE FLOOR	GARAGE FLOOR
RAILROAD	RAILROAD	GRADE	GRADE AT FOUNDATION
EOW	EDGE OF WATER	GM	GAS METER
MANHOLE (SAN/STORM)	MANHOLE (SAN/STORM)	INV	INVERT
CATCH BASIN (CB)	CATCH BASIN (CB)	(M)	MEASURED
INLET (INL)	INLET (INL)	PVC	POLYVINYL CHLORIDE PIPE
FLARED END SECTION (FES)	FLARED END SECTION (FES)	(R)	RECORD
VALVE VAULT (VV)	VALVE VAULT (VV)	RCP	REINFORCED CONCRETE PIPE
VALVE BOX (VB)	VALVE BOX (VB)	RW	RETAINING WALL
BUFFALO BOX (BB)	BUFFALO BOX (BB)	SS	SANITARY
FIRE HYDRANT (FH)	FIRE HYDRANT (FH)	ST	STORM
AUXILIARY VALVE (AV)	AUXILIARY VALVE (AV)	TOF	TOP OF FOUNDATION
CLEANOUT (CO)	CLEANOUT (CO)	TOP	TOP OF PIPE
BOLLARD (BOL)	BOLLARD (BOL)	TOW	TOP OF WALL
GAS VALVE (GV)	GAS VALVE (GV)	TRANS	TRANSFORMER
ELECTRIC MANHOLE (EMH)	ELECTRIC MANHOLE (EMH)		
TELEPHONE MANHOLE (TMH)	TELEPHONE MANHOLE (TMH)		CONCRETE (CONC)
HANDHOLE (HH)	HANDHOLE (HH)		
TRAFFIC SIGNAL BOX (TCB)	TRAFFIC SIGNAL BOX (TCB)		GRAVEL
TRAFFIC SIGNAL (TS)	TRAFFIC SIGNAL (TS)		
LIGHT (LHT)	LIGHT (LHT)		HOT MIX ASPHALT (HMA)
GROUND LIGHT (GLHT)	GROUND LIGHT (GLHT)		
POWER POLE (PP)	POWER POLE (PP)		BUILDING
GUY WIRE (GW)	GUY WIRE (GW)		BARRIER CURB
CABLE PEDESTAL (PEDC)	CABLE PEDESTAL (PEDC)		B.O.C. CURB & GUTTER
			DEPRESSED CURB

LEGEND (CONT.):

GENERAL NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.
2. ONLY THOSE BUILDING LINE SETBACKS AND EASEMENTS WHICH ARE SHOWN ON THE RECORDED PLAT OF SUBDIVISION ARE SHOWN HEREON. REFER TO THE DEED, TITLE INSURANCE POLICY AND LOCAL ORDINANCES FOR OTHER RESTRICTIONS.
3. COMPARE DEED DESCRIPTION AND SITE CONDITIONS WITH THE DATA SHOWN ON THIS PLAT AND REPORT AND DISCREPANCIES TO THE SURVEYOR AT ONCE.
4. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENTS.
5. CERTIFIED COPIES OF THIS SURVEY BEAR AN EMBOSSED SEAL.



PARCEL 3
NON-EXCLUSIVE EASEMENT
LOTS 1, 2, 3, 4, 6, 7, 8, 9, & 10

KEY MAP
SHADED AREA SHOWN ON THIS SHEET

RUSSELL W. GLOSZ
STATE OF ILLINOIS
035-002718
PROFESSIONAL LAND SURVEYOR
NAPERVILLE, IL

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

- SALT CREEK CAMPUS LLC
- FIRST MERIT BANK, N.A., AS SUCCESSOR TRUSTEE TO MIDWEST BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 8, 2001, AND KNOWN AS TRUST NUMBER 01-1-7533
- CHICAGO TITLE INSURANCE COMPANY
- GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT FOR THE LENDERS AND THEIR SUCCESSORS AND/OR ASSIGNS

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 8(E), 7(a), 7(b)(1), 7(c)(8, 9, 11(a), 13,14, 16, 17, 18 AND 21 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 08-18-2012 AND 11-16-2012 (BUILDING HEIGHTS ONLY). DATE OF PLAT OR MAP: NOVEMBER 20, 2012

RUSSELL W. GLOSZ
EMAIL: rwglosz@mackieconsult.com
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-002718
LICENSE EXPIRES: NOVEMBER 30, 2014
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

Mackie Consultants, LLC
9575 W. Higgins Road, Suite 500
Rosemont, IL 60018
(847)696-1400
www.mackieconsult.com

CLIENT:

FOXFORD, LLC
12 SALT CREEK LANE, SUITE 200
HINSDALE, ILLINOIS 60521
(630)-887-1705

DATE	DESCRIPTION OF REVISION	BY
11-20-12	REVISE PER UPDATED TITLE COMMITMENT	RWO

DESIGNED	
DRAWN	RWO
APPROVED	DAG
DATE	10-10-12
SCALE	1" = 60'

ALTA/ACSM LAND TITLE SURVEY
LOT 4 - OFFICE PARK OF HINSDALE
HINSDALE, ILLINOIS

SHEET 1 OF 1

PROJECT NUMBER: 2208

© MACKIE CONSULTANTS LLC, 2012

ILLINOIS FIRM LICENSE 184-002634

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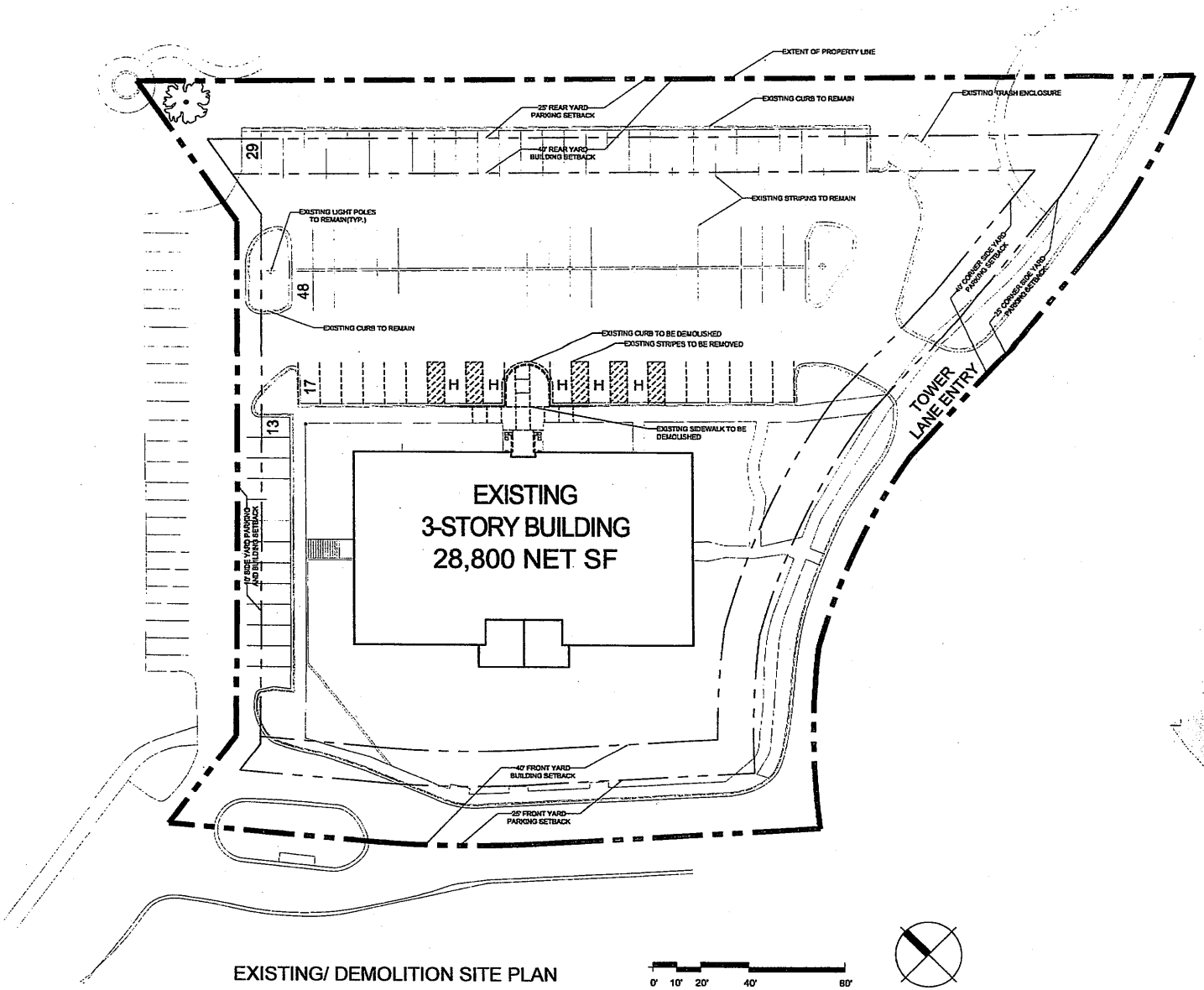


EXISTING/ DEMOLITION SITE PLAN

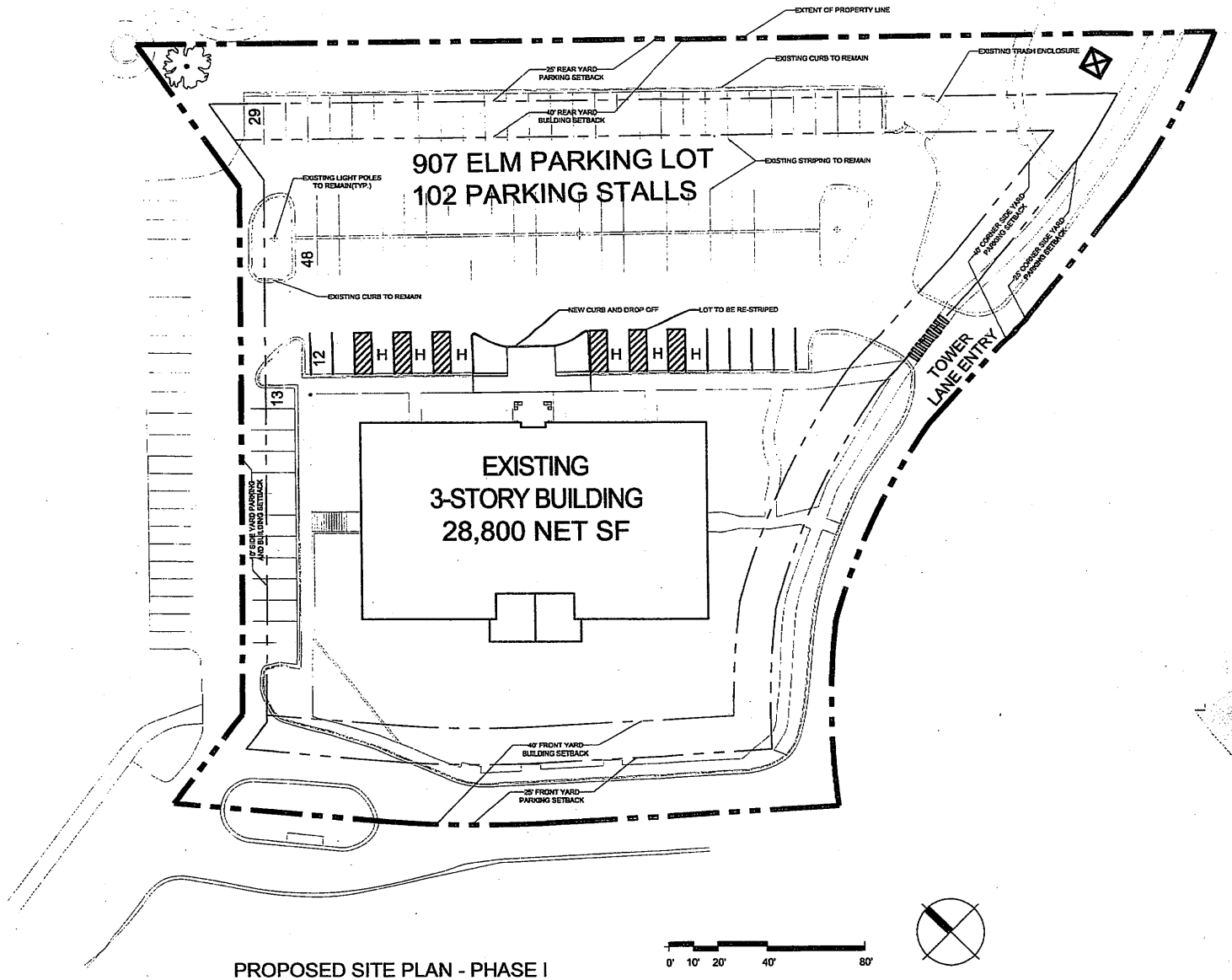
SITE DATA

907 Elm 32,000 GSF
28,800 NSF

Required Parking Count:
1 Stall/ 275 NSF
28,800/ 275 = 105 Parking Stalls
102 Parking Salls - Phase I
108 Parking Stalls - Phase II

(Phase II Work to be completed with 10 Salt Creek construction)

Existing Parking Count: 107 Stalls



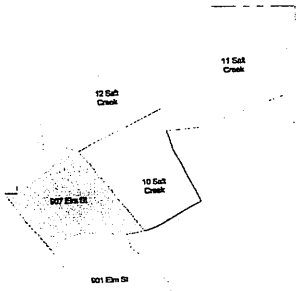
PROPOSED SITE PLAN - PHASE I

SITE DATA

907 Elm 32,000 GSF
28,800 NSF

Required Parking Count:
1 Stall/ 275 NSF
28,800/ 275 = 105 Parking Stalls
102 Parking Salls - Phase I
108 Parking Stalls - Phase II

(Phase II Work to be completed with 10 Salt Creek construction)



TREE SURVEY

No.	Species	Size (DBH)	Condition	Proposed Action
200	Red Oak	9"	Good	Preserve
201	Red Maple	7"	Fair, trunk decay	Preserve - removal in Phase II w/ 10 Salt Creek construction
202	Red Maple	5.75"	Fair, trunk decay	Preserve - removal in Phase II w/ 10 Salt Creek construction
203	Little Leaf Linden	6.5"	Poor, partially dead w/ trunk decay	Preserve - removal in Phase II w/ 10 Salt Creek construction
204	Red Maple	8"	Fair to Poor w/ severe trunk decay & deer damage	Preserve - removal in Phase II w/ 10 Salt Creek construction
205	Little Leaf Linden	11"	Good, minor frost crack	Preserve - removal in Phase II w/ 10 Salt Creek construction
206	Little Leaf Linden	10"	Poor, severe decay, trunk & main leader	Preserve - removal in Phase II w/ 10 Salt Creek construction
207	Red Maple	8.5"	Fair to Poor, frost crack	Preserve - removal in Phase II w/ 10 Salt Creek construction
208	Red Maple	9"	Fair to Poor w/ decay in main leader	Preserve - removal in Phase II w/ 10 Salt Creek construction
209	Red Maple	8"	Fair, multiple frost cracks	Preserve - removal in Phase II w/ 10 Salt Creek construction
210	Swamp White Oak	6"	Good	Preserve - removal in Phase II w/ 10 Salt Creek construction
211	Little Leaf Linden	7.75"	Poor, severe decay, trunk & main leader	Preserve - removal in Phase II w/ 10 Salt Creek construction
212	Little Leaf Linden	7.5"	Poor, severe decay, trunk & main leader, 50% dead	Preserve - removal in Phase II w/ 10 Salt Creek construction
213	Green Ash	7"	Poor, severe trunk decay, Emerald Ash Bore (EAB)	Preserve - removal in Phase II w/ 10 Salt Creek construction
214	Red Maple	4.5"	Poor, severe trunk decay	Preserve - removal in Phase II w/ 10 Salt Creek construction
215	Red Maple	5"	Fair to Poor, trunk decay	Preserve - removal in Phase II w/ 10 Salt Creek construction
216	Red Maple	8"	Poor, severe decay, trunk & main leader, 75% dead	Preserve - removal in Phase II w/ 10 Salt Creek construction
217	Red Maple	5"	Poor, severe decay, trunk & main leader, 75% dead	Preserve - removal in Phase II w/ 10 Salt Creek construction
218	Green Ash	9.5"	Fair to Poor, trunk decay, EAB, 20% dead	Preserve - removal in Phase II w/ 10 Salt Creek construction
219	Green Ash	6"	Poor, in decline due to Emerald Ash Bore	Remove
220	Green Ash	5.5"	Poor, in decline due to Emerald Ash Bore	Remove
221	Green Ash	6"	Poor, in decline due to Emerald Ash Bore	Remove
222	Green Ash	5.5"	Poor, in decline due to Emerald Ash Bore	Remove
223	Bradford Pear	12"	Fair, water sprouts, leaning, half canopy	Remove - overgrown/crowding building
224	Green Ash	4.5"	Poor, EAB entries in trunk, 20% dead	Remove - in conflict with improvements
225	Bradford Pear	12"	Fair, half canopy	Remove - overgrown/crowding building
226	Bradford Pear	5 X 10"	Fair, 3/4 canopy	Remove - overgrown/crowding building
227	Green Ash	6.5"	Poor, in decline due to Emerald Ash Bore	Remove
228	Red Maple	8.25"	Fair, minor frost crack, 10% dead	Preserve
229	Crabapple	10"	Fair	Remove - overgrown/crowding building
230	Crabapple	10.5"	Poor, 25 % dead	Remove - overgrown/crowding building
231	Crabapple	14"	Fair to Poor, 20% dead	Remove - overgrown/crowding building
232	Crabapple	8.5"	Fair to Poor, over-crowded partial canopies	Remove - overgrown/crowding building
233	Crabapple	11"	Fair to Poor, over-crowded partial canopies, 30% dead	Remove - overgrown/crowding building
234	Crabapple	7 X 1"	Fair to Poor, clump crab apple, 10' high	Remove - overgrown/crowding building
235	Crabapple	7 X 1"	Fair, clump crab apple	Remove - overgrown/crowding building
236	Norway Spruce	10.5"	Poor, 40% dead	Remove - overgrown/crowding building
237	Norway Spruce	7"	Poor, leaning, 60% dead	Remove - overgrown/crowding building
238	Norway Spruce	7"	Poor, 70% dead	Remove - overgrown/crowding building
239	Norway Spruce	11"	Fair to Poor, 20% dead	Remove - overgrown/crowding building
240	Norway Spruce	8"	Poor, 50% dead	Remove - overgrown/crowding building
241	Norway Spruce	4.5"	Poor, 60% dead	Remove - overgrown/crowding building
242	Norway Spruce	8"	Poor, 40% dead	Remove - overgrown/crowding building
243	Norway Spruce	4.75"	Poor, 40% dead	Remove - overgrown/crowding building
244	White Oak	36.5"	Good to Fair, 20% dead	Preserve
245	Red Maple	8.25"	Good	Preserve
246	Crabapple	9", 6", 0.5"	Fair	Remove - overgrown/crowding building
247	Crabapple	3 X 6"	Fair	Remove - overgrown/crowding building
248	Austrian Pine	14"	Fair	Off site - no action
249	Austrian Pine	14"	Fair	Off site - no action
250	Austrian Pine	14" dbl lead	Good to Fair	Off site - no action
251	Austrian Pine	16"	Fair, 10% dead	Off site - no action
252	Austrian Pine	17"	Fair, 20% dead	Off site - no action
253	Chanticleer Pear	10.5"	Good to Fair	Off site - no action
254	Burr Oak	24"	Poor, 50% dead	Preserve
255	Cranss-on King Maple	5"	Good to Fair, minor trunk decay	Preserve
256	White Oak	28"	Fair to Poor, 25% dead	Preserve
257	Chanticleer Pear	8"	Poor, 50% dead	Remove
258	Chanticleer Pear	8.5"	Good	Preserve
259	Chanticleer Pear	8"	Good to Fair	Preserve
260	Chanticleer Pear	9"	Good to Fair	Preserve
261	Chanticleer Pear	9"	Good to Fair	Preserve
262	Green Ash	12"	Poor, in decline due to Emerald Ash Bore	Remove
263	Chanticleer Pear	9"	Good to Fair	Preserve
264	Chanticleer Pear	10"	Good	Preserve
265	Green Ash	16.5"	Poor, in decline due to Emerald Ash Bore, 70 % dead	Remove
266	Chanticleer Pear	9"	Fair to Poor, 35 % dead, dead buds in some areas	Remove
267	Chanticleer Pear	9"	Good to Fair, 15 % dead	Preserve
268	Chanticleer Pear	9"	Good	Preserve
269	Chanticleer Pear	9"	Poor, 70% dead	Remove
270	Chanticleer Pear	2.5"	Good	Preserve
271	Chanticleer Pear	5.25"	Fair, Poor specimen	Remove
272	Green Ash	5.25"	Poor, in decline due to Emerald Ash Bore	Remove
273	Chanticleer Pear	0.75"	Fair to Poor, 20% dead	Preserve - removal in Phase II w/ 10 Salt Creek construction
274	Chanticleer Pear	7.5"	Good	Preserve
275	Chanticleer Pear	7"	Poor, 50% dead	Preserve - removal in Phase II w/ 10 Salt Creek construction
276	Chanticleer Pear	8.25"	Fair to Poor, trunk decay, 10 % dead	Preserve
277	Chanticleer Pear	7.5"	Fair to Poor, 20% dead	Preserve
278	Chanticleer Pear	8"	Good to Fair, 5 % dead	Preserve
279	Chanticleer Pear	9"	Good, broken limb	Preserve - removal in Phase II w/ 10 Salt Creek construction
280	Chanticleer Pear	7.5"	Good to Fair	Preserve - removal in Phase II w/ 10 Salt Creek construction
281	Chanticleer Pear	8.5"	Good	Preserve - removal in Phase II w/ 10 Salt Creek construction
282	Chanticleer Pear	9"	Good to Fair, 10 % dead	Preserve - removal in Phase II w/ 10 Salt Creek construction
283	Chanticleer Pear	9"	Good to Fair	Preserve - removal in Phase II w/ 10 Salt Creek construction
284	Chanticleer Pear	9"	Good to Fair	Preserve - removal in Phase II w/ 10 Salt Creek construction
285	Chanticleer Pear	9.5"	Good to Fair	Preserve - removal in Phase II w/ 10 Salt Creek construction
286	Norway Spruce	9"	Fair to Poor, 20% dead	Preserve - removal in Phase II w/ 10 Salt Creek construction
287	Norway Spruce	7.5"	Poor, 50% dead	Preserve - removal in Phase II w/ 10 Salt Creek construction
288	Norway Spruce	9"	Poor, 50% dead	Preserve - removal in Phase II w/ 10 Salt Creek construction
289	Norway Spruce	7"	Fair to Poor, 10% dead	Preserve - removal in Phase II w/ 10 Salt Creek construction
290	Norway Spruce	7"	Fair, 10% dead	Preserve - removal in Phase II w/ 10 Salt Creek construction
291	Norway Spruce	7"	Fair to Poor, 20% dead, double leader	Preserve - removal in Phase II w/ 10 Salt Creek construction
292	Norway Spruce	8"	Good to Fair, 10 % dead	Preserve - removal in Phase II w/ 10 Salt Creek construction
293	Norway Spruce	8"	Good to Fair, 10 % dead	Preserve - removal in Phase II w/ 10 Salt Creek construction
294	Norway Spruce	8"	Good to Fair, 10 % dead	Preserve - removal in Phase II w/ 10 Salt Creek construction
295	Norway Spruce	8"	Good to Fair, 10 % dead	Preserve - removal in Phase II w/ 10 Salt Creek construction
296	Norway Spruce	8"	Fair, 10 % dead	Preserve - removal in Phase II w/ 10 Salt Creek construction
297	Norway Spruce	7"	Fair, 20% dead	Preserve - removal in Phase II w/ 10 Salt Creek construction

TREE PRESERVATION AND REMOVAL PLAN

0' 10' 20' 40' 80'

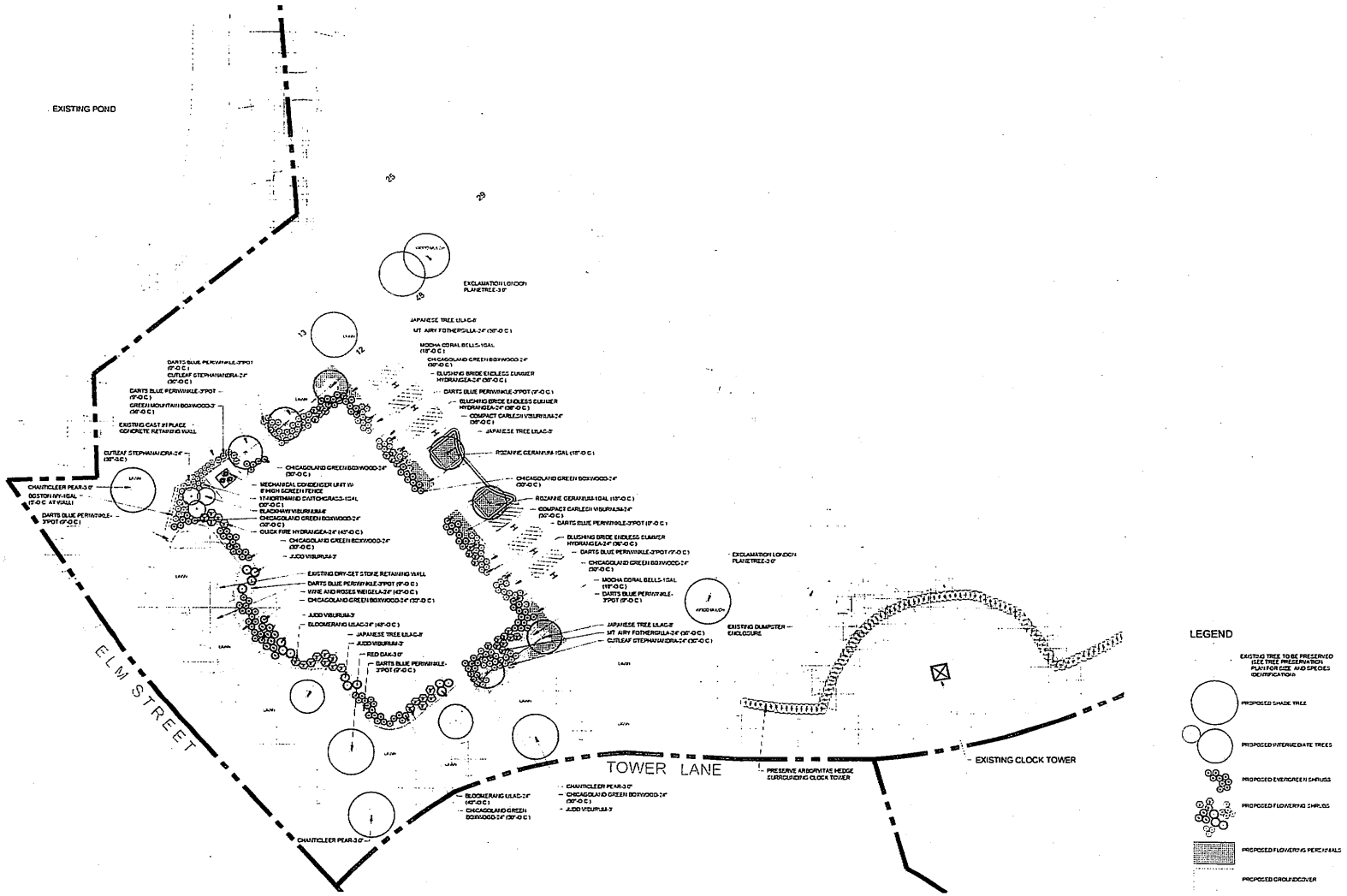
ECKENHOFF SAUNDERS ARCHITECTS

TRIPEDI design

MedProperties

Salt Creek Medical Campus

907 Elm St. M.O.B. Renovation



LANDSCAPE RENOVATION PLAN

ECKENHOFF SAUNDERS ARCHITECTS

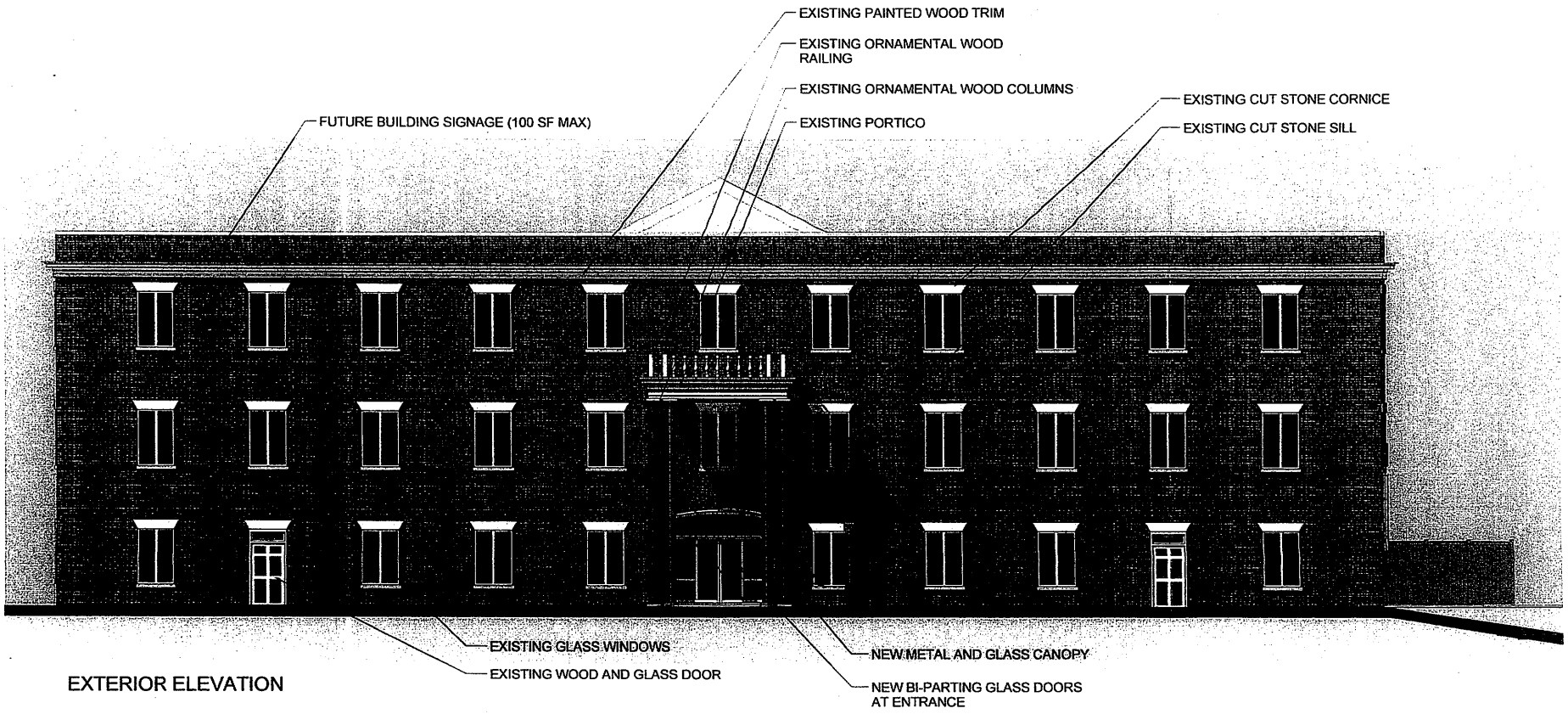
TRIPPEDI design

MedProperties

Salt Creek Medical Campus

907 Elm St. M.O.B. Renovation

Project No: 12075 Date: 2014.04.09



EXTERIOR ELEVATION

EXISTING PHOTO

NEW RENDERING

8K

Memorandum

To: President Cauley and Village Trustees

From: Sean Gascoigne, Village Planner

Cc: Kathleen A. Gargano, Village Manager

Robert McGinnis, Director of Community Development/Building Commissioner

Date: September 16, 2014

Re: Request for Board Action

54 S. Washington Street – Einstein Bagels – Exterior Appearance and Site Plan Review

Approval for Façade Improvements.

BACKGROUND

Application

The Village of Hinsdale has received an application from Awning, Sign and Lighting Group of Addison, Illinois on behalf of Einstein Bagels, requesting approval of exterior appearance and site plans to allow for façade improvements to the existing office building at 54 S. Washington Street. The site is improved with a multi-story commercial building in the B-2, Central Business District.

Process

The applicant, Einstein Bagels, is proposing facade improvements at 54 S. Washington Street. The site plan review process recognizes that even those uses and developments that have been determined to be generally suitable for location in a particular district are capable of adversely affecting the purposes for which the code was enacted unless careful consideration is given is given to critical design elements. As such, site plan review is required in this case due to the following provisions:

1. Section 11-604
2. Section 11-606

Due to the nature of the request, this application would require a meeting before the Plan Commission and does not require public notification. The Village Board has 90 days from receiving the recommendation of the Plan Commission to act on its recommendation. Failure by the Board to act within 90 days is considered a denial of the Plan Commission's recommendation. Section 11-604F of the Zoning Code details the standards for site plan approval. The applicant provides its response to the Site Plan Review criteria on pages 3 and 4 of its application.

Description of property and existing use

The property is currently zoned B-2, which is the central business district intended to serve the entire Hinsdale suburban community with a wide variety of retail and service uses. It is intended to serve as the primary shopping area of the Village. This district is located in the center of the village, adjacent to commuter facilities, and at the convergence of primary thoroughfares. The bulk standards are intended to reflect the generally more intense development of property in this area.

While this use has existed for several years, Section 5-102C(26) provides that eating places are a permitted use in the B-2 district.

The 54 S. Washington location is bordered in all directions by properties zoned B-2, Central Business District.

Request

The applicant is requesting approval of exterior appearance and site plans to allow for building façade improvements. The site is improved with a three-story commercial building in the B-2 Central Business District.

The applicant is proposing improvements to the building elevations, which includes re-skinning of the two existing awnings and three new signs (two valance signs and a single wall sign).

The applicant is proposing to remove the burgundy fabric on the two existing awnings and replace it with a black fabric, as well as replace the two existing valance signs. In addition, the application includes the replacement of the existing wall sign immediately above the main entrance. The proposed changes can be seen in the attached illustrations. The proposed valance signs are 1.74 square feet (4" x 62.5") and would be gold text. The company's corporate disc logo would be 2.25 square feet (18" x 18") and would be gold, black and white. All three signs would be a total of 5.73 square feet.

Property History

A review of the zoning maps finds that the property has been zoned B-2 since at least 1989.

Plan Commission Action

At the July 9, 2014 Plan Commission meeting the Commission reviewed the application submitted for 54 S. Washington Street regarding the proposed façade improvements. Following a motion to approve site plans and exterior appearance, the Plan Commission, on a 5-0 vote, recommended approval of site plans and exterior appearance. Plan Commission has the final authority on signage and as such, only the awnings require further consideration.

Zoning and Public Safety Committee Action

On July 28, 2014, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.

Motion

MOTION: Move that the Board of Trustees approve an "Ordinance Approving Site Plans and Exterior Appearance Plans for Façade Improvements at 54 S. Washington Street".

Attach:

Ordinance

Approved Findings and Recommendations

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SITE PLAN AND EXTERIOR APPEARANCE PLAN FOR FAÇADE IMPROVEMENTS TO A COMMERCIAL BUILDING AT 54 S. WASHINGTON STREET

WHEREAS, the Village of Hinsdale has received an application (the "Application") for site plan approval and exterior appearance review relative to façade improvements at an existing commercial building located at 54 S. Washington Street, Hinsdale, Illinois (the "Subject Property"), from applicant Einstein Bagels (the "Applicant"); and

WHEREAS, the Subject Property is located in the Village's B-2 Central Business Zoning District and is currently improved with a multi-story commercial building. The Applicant proposes to improve the building façade by reskinning the two (2) existing burgundy awnings with black canvas (the "Proposed Improvements"). Other improvements already approved by the Plan Commission pursuant to their final approval authority over signage includes replacement of the existing valance signs, as well as replacing the existing disk wall sign above the main entrance to the building the Proposed Improvements, as well as the signage improvements approved by the Plan Commission, are depicted in the site plan and exterior appearance plans attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the Application was considered by the Village of Hinsdale Plan Commission at a public meeting held on July 9, 2014. After considering all of the matters related to the Application, the Plan Commission recommended, on a vote of five (5) in favor, zero (0) against, and two (2) absent, approval by the Board of Trustees of the Site Plan and Exterior Appearance Plan relative to the Proposed Improvements. The recommendation for approval and a summary of the related proceedings are set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees find that the Application satisfies the standards established in Sections 11-604 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans, subject to the conditions stated in this Ordinance.

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

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Approval of Site Plan and Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the site plan and exterior appearance plan attached to, and by this reference, incorporated into this Ordinance as **Exhibit A** (the "Approved Plans"), relative to the Proposed Improvements, subject to the conditions set forth in Section 3 of this Ordinance.

SECTION 3: Conditions on Approvals. The approvals granted in Section 2 of this Ordinance are expressly subject to all of the following conditions:

A. Compliance with Plans. All work on the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit A**.

B. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance or as otherwise specifically authorized by the Village, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.

C. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 4: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

ADOPTED this _____ day of _____, 2014, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED by me this _____ day of _____, 2014, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:

By: _____

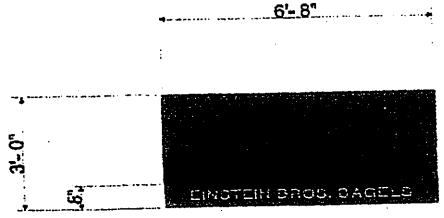
Its: _____

Date: _____, 2014

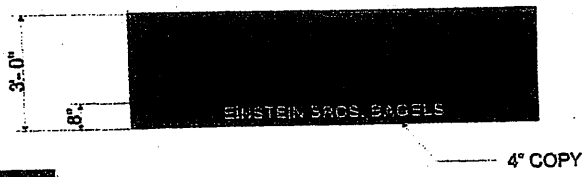
EXHIBIT A

APPROVED SITE PLAN AND EXTERIOR APPEARANCE PLAN (ATTACHED)

EAST ELEVATION



SOUTH ELEVATION



Approved 1/8/2014
Tenant responsible for cost of restoring masonry by landlord for modifications made for mounting items

Armando Cesarini
Property Manager

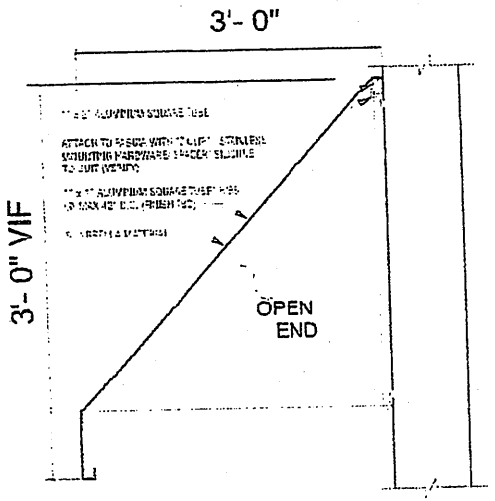
NOTE: DRAWING IS FOR REPRESENTATIONAL PURPOSES ONLY. EXACT DIMENSIONS (FIELD SURVEY) REQUIRED PRIOR TO FABRICATION

ALL BOLTS, CONNECTORS, SLEEVES, ELECTRICAL CONDUITS, ETC. TO BE STAINLESS STEEL.
ALL PENETRATIONS THRU WALL TO BE WATERTIGHT. LEDs ARE NOT TO BE VISIBLE ON SIGN.
ALL ILLUMINATION TO BE HALO LIGHTING WITH 1/2" "STOP" TO ON SURFACE.

AWNING ELEVATION DETAILS

SCALE: 1/4" = 1'-0"

AWNINGS:	FABRIC AWNINGS
TYPE:	'SUNBRELLA' BLACK 'SHED STYLE'
FRAMING:	OPEN-END ALUMINUM
MOUNTING:	ATTACH TO FASCIA WITH "Z CLIP" . STAINLESS MOUNTING HARDWARE/ SPACER/ SILICONE TO SUIT (VERIFY)
VINYL:	3M#3650-49 TAN VINYL GRAPHICS AT VALANCE



SECTION @ AWNING
SCALE 1" = 1'-0"

STEIN BROS. BAGELS

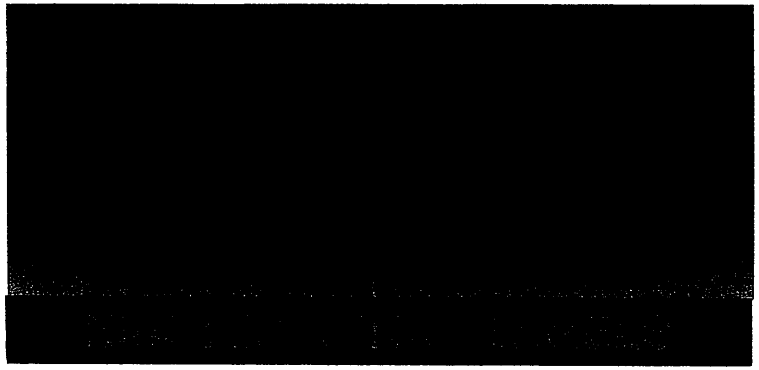
AwningandSign

This is an original unpublished drawing created by Awning & Sign Contractors. It is submitted for your exclusive use, in connection with the project being planned. It is not to be shown to anyone outside your organization, nor is it to be used, reproduced, copied or exhibited in any fashion. This drawing is the

LOCATION
54 S WASHINGTON ST
HINSDALE IL 60521

DRAWN BY: DC	SCALE: AS NOTED
DRAWN: 01.07.13	SALES RZ
FILE:	

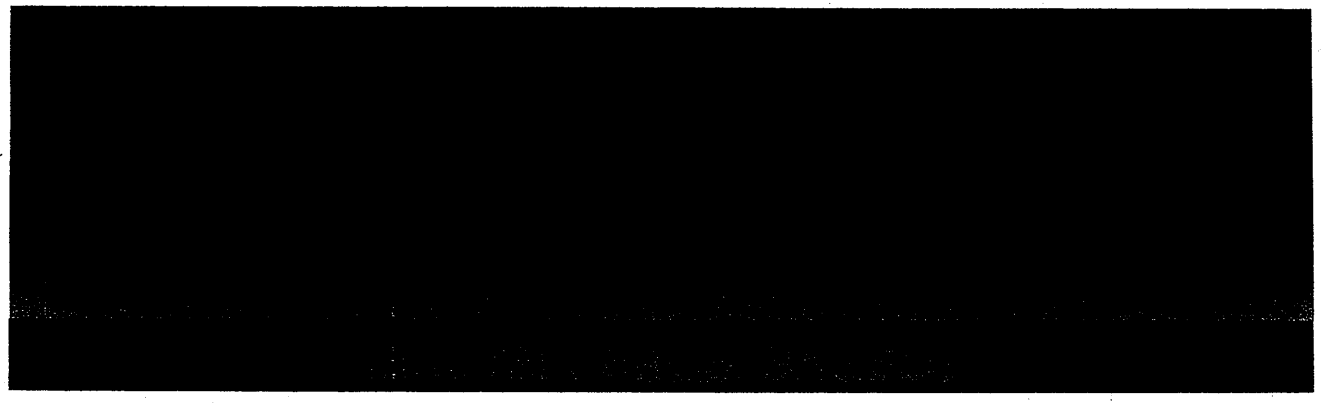
6'8" x 3'6"



4" x 62.5" = 1.74 Sq. Ft.

SIGNAGE ON AWNINGS: = 3.48 SQ. FT

11' 8" x 3' 6"



4" x 62.5" = 1.74 Sq. Ft.

ATTENTION: PROOF ALL DRAWINGS CAREFULLY! IT IS THE RESPONSIBILITY OF THE CUSTOMER TO APPROVE COLOR, STYLE, SHAPE, PROPORTION OF GRAPHICS AND LOGOS, AND SPELLING OF TRADEMARKS AND SERVICEMARKS

ASL Awning Sign & Lighting Group, Inc.

1405 Bernard Drive, Suite D | Addison, IL 60101
T. 630.405.6148 F. 630.405.6145

We've got you covered!

Design	Electronic Message Centers
Fabrication	Interior Signs
Installation	ADA Signs
Maintenance & Repair	Marketing Signs
Permitting	Monument Signs
Surveying	Menu Boards
Project Management	Neon
Awnings	Pole Signs
Banners	Post & Panel Signs
Box Signs	Projecting Wall Signs
Channel Letters	Pylon Signs
Digitally Printed Graphics	Routed Dimensional Letters
Directional Signs	Vinyl Graphics

Project/Location:

EBB

ACCOUNT REP: Kent Weber

PROJECT MANAGER:

DRAWN BY:

ALL ELECTRICAL SIGNS ARE TO COMPLY WITH U. L. 48 AND ARTICLE 600 OF THE N. E. C. STANDARDS, INCLUDING THE PROPER GROUNDING AND BONDING OF ALL SIGNS.

Underwriters Laboratories Inc. ELECTRICAL TO USE U.L. LISTED COMPONENTS AND SHALL MEET ALL N.E.C. STANDARDS.

DATE: 05/22/2014

SCALE:

SHEET #:

DESIGN ORDER #:

FILE NAME:

REVISIONS:

CLIENT APPROVAL DATE:

LANDLORD APPROVAL DATE:

This original drawing is provided as part of a planned project and is not to be exhibited, copied or reproduced without the written permission of Awning Sign & Lighting Group, Inc or its authorized agent. © 2012

EXHIBIT B

FINDINGS AND RECOMMENDATION
(ATTACHED)

HINSDALE PLAN COMMISSION

RE: 54 S. Washington Street – Einstein Bagels – Exterior Appearance/Site Plan Review

DATE OF PLAN COMMISSION REVIEW: July 9, 2014

DATE OF ZONING AND PUBLIC SAFETY REVIEW: July 28, 2014

FINDINGS AND RECOMMENDATION
I. FINDINGS

1. ASL, Inc. on behalf of Einstein Bagels (the "Applicant") submitted an application to the Village of Hinsdale for exterior appearance and site plan review at 54 S. Washington Street (the "Subject Property").

2. The Subject Property is located in the B-2 Central Business District and is improved with a multiple-story commercial building.

3. The applicant presented the proposed changes to the façade which included reskinning the two existing burgundy awnings with black canvas and replacing the existing valance signage, and replacing the existing disk wall sign above the main entrance to the business.

4. The Plan Commission was complimentary of the elevations and the proposal as a whole.

5. The Plan Commission finds that the plan submitted by the Applicant complies with the standards set forth in Section 11-604 of the Zoning Code governing site plan review.

6. The Plan Commission finds that the plan submitted by the Applicant complies with the standards set forth in Section 11-606 of the Zoning Code governing exterior appearance review which included the installation of a third sign. Among the evidence relied upon by the Plan Commission were the site plans and various plans submitted and considered for the June 9th, 2014, Plan Commission meeting.

II. RECOMMENDATION

The Village of Hinsdale Plan Commission, on a vote of five (5) "Ayes," zero (0) "Nays," and two (2) "Absent" recommends that the President and Board of Trustees approve the site plan and exterior appearance plans for 54 S. Washington Street – Einstein Bagels.

THE HINSDALE PLAN COMMISSION

By: _____
Chairman

Dated this 10th day of Sept., 2014.

April 9, 2014

Armando Cesarini
Property Manager
Cesarini Family Trusts
54 S. Washington St., Ste. 4
Hinsdale, IL 60521
630-325-3090

Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521

RE: Permission from property owner's manager for Einstein Bagels to replace awnings and add sign according to enclosed/attached 3-page 1/7/2014 elevation drawings by Awning & Sign Contractors previously approved & signed by Property Manager on 1/8/2014

Gentlemen:

The is to confirm that as the legal Property Manager of the property at 54 S. Washington Street, Hinsdale, IL, held in trust in the Cesarini Family Trusts permission has been granted to tenant Einstein Bagels to replace the existing awnings and to add a new sign according to enclosed/attached 1/7/2014 elevation drawings by Awning & Sign Contractors previously approved & signed by Property Manager on 1/8/2014.

Regards,

Armando Cesarini
Property Manager
Cesarini Family Trusts

Enclosed/attached 3-page 1/7/2014 elevation drawings by Awning & Sign Contractors previously approved & signed by Property Manager on 1/8/2014

VILLAGE OF HINSDALE

COMMUNITY DEVELOPMENT DEPARTMENT
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
630.789.7030

Application for Certificate of Zoning Compliance

You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.

Applicant's name: EINSTEIN BROS. BAGELS

Owner's name (if different): ARMANDO CESARINI

Property address: 54 S. WASHINGTON

Property legal description: [attach to this form]

Present zoning classification: _____

Square footage of property: 3200 SQ FT.

Lot area per dwelling: _____

Lot dimensions: 128.0 X 25.0

Current use of property: EINSTEN BROS. BAGELS

Proposed use:
Single-family detached dwelling
Other: COMMERCIAL

Approval sought:

Building Permit	Variation
Special Use Permit	Planned Development
Site Plan	Exterior Appearance
Design Review	

Other: ADD 18" DIAM SIGN & CHANGE COLOR OF AWNINGS.

Brief description of request and proposal:

ADD CIRCULAR SIGN - NON-ILLUMINATED TO FRONT ABOVE ENTRANCE DOOR - CHANGE AWNINGS FROM BURGUNDY & WHITE TO BLACK & GOLD

Plans & Specifications: [submit with this form]

	Provided:	Required by Code:
Yards:		
front:	N/A	_____
interior side(s)	N/A	___/___

	Provided:	Required by Code:
corner side	128'	
rear	25'	

Setbacks (businesses and offices):

front:	5'5"	
interior side(s)	/	/
corner side	9' 1"	
rear		
others:		
Ogden Ave. Center:		
York Rd. Center:		
Forest Preserve:		

Building heights:

principal building(s):	2 STORY	
accessory building(s):	2 STORY ON NORTH	

Maximum Elevations:

principal building(s):		
accessory building(s):		
Dwelling unit size(s):		
Total building coverage:	3200 SQ FT.	
Total lot coverage:	3200 SQ FT	
Floor area ratio:		

Accessory building(s): NEXT DOOR is 2 STORY BRICK BLDG

Spacing between buildings: [depict on attached plans]

principal building(s):			
accessory building(s):			

Number of off-street parking spaces required: _____

Number of loading spaces required: _____

Statement of applicant:

I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By: Kent R. Weber
Applicant's signature

KENT R. WEBER
Applicant's printed name

Dated: _____, 20___.

VILLAGE OF HINSDALE
FOUNDED IN 1873

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: Awning, Sign + Lighting Group
Address: 1405 BERNARD DR - A
City/Zip: Addison, IL 60101
Phone/Fax: 630-405-6146 / 630-405-6145
E-Mail: KENTRWEBER@yahoo.com

Owner

Name: CESARINI FAMILY TRUST
Address: 54 S. WASHINGTON ST-STE 4
City/Zip: HINSDALE, IL 60521
Phone/Fax: (630-325-8090
E-Mail: N/AVAIL.

Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)

Name: ENSTEIN BROS. BAGELS
Title: TENANT
Address: 54 S. WASHINGTON ST
City/Zip: HINSDALE, IL 60521
Phone/Fax: (___) _____/_____
E-Mail: _____

Name: _____
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: (___) _____/_____
E-Mail: _____

Disclosure of Village Personnel: (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)

1) _____

2) _____

3) _____

II. SITE INFORMATION

Address of subject property: 54 S. WASHINGTON ST. - CORNER

Property identification number (P.I.N. or tax number): ____ - ____ - _____ - _____

Brief description of proposed project: 2 NEW AWNINGS TO REPLACE EXISTING. 1 - NON-ILLUMINATED ROUND SIGN ABOVE MAIN ENTRANCE.

General description or characteristics of the site: BAGEL STORE

Existing zoning and land use: COMMERCIAL

Surrounding zoning and existing land uses:

North: _____ South: _____

East: _____ West: _____

Proposed zoning and land use: COMMERCIAL

Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:

- [X] Site Plan Approval 11-604
- [ ] Design Review Permit 11-605E
- [ ] Exterior Appearance 11-606E
- [ ] Special Use Permit 11-602E
  Special Use Requested: _____
- [ ] Map and Text Amendments 11-601E
  Amendment Requested: _____
- [ ] Planned Development 11-603E
- [ ] Development in the B-2 Central Business District Questionnaire

NOTE: LANDLORD HAS STAMPED + SIGNED ALL DRAWINGS.

TABLE OF COMPLIANCE

Address of subject property: 54 S. WASHINGTON ST. - CORNER

The following table is based on the _____ Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)		3,200
Minimum Lot Depth		128
Minimum Lot Width		25
Building Height		45
Number of Stories		3
Front Yard Setback		0
Corner Side Yard Setback		0
Interior Side Yard Setback		0
Rear Yard Setback		
Maximum Floor Area Ratio (F.A.R.)*		
Maximum Total Building Coverage*		
Maximum Total Lot Coverage*		
Parking Requirements		N.A.
Parking front yard setback		N.A.
Parking corner side yard setback		N.A.
Parking interior side yard setback		N.A.
Parking rear yard setback		N.A.
Loading Requirements		N.A
Accessory Structure Information		SEE DRAWINGS

* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: _____

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.

B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:

1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
4. Location, size, and arrangement of all outdoor signs and lighting.
5. Location and height of fences or screen plantings and the type or kink of building materials or plantings used for fencing or screening.
6. A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
7. A traffic study if required by the Village Manager or the Board or Commission hearing the application.

C. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times;

D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and

E. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.

F. THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT.

On the 26, day of April, 2014, I/We have read the above certification, understand it, and agree to abide by its conditions.

Kent R. Weber
Signature of applicant or authorized agent

KENT R. WEBER
Name of applicant or authorized agent

Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN to before me this 26 day of April, 2014.

Ana Melara
Notary Public

"OFFICIAL SEAL"
ANA MELARA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 02/28/2017

VILLAGE OF HINSDALE FOUNDED IN 1873

COMMUNITY DEVELOPMENT DEPARTMENT
EXTERIOR APPEARANCE AND SITE PLAN REVIEW CRITERIA

Address of proposed request: 54 S. WASHINGTON - CORNER

REVIEW CRITERIA

Section 11-606 of the Hinsdale Zoning Code regulates Exterior appearance review. The exterior appearance review process is intended to protect, preserve, and enhance the character and architectural heritage and quality of the Village, to protect, preserve, and enhance property values, and to promote the health, safety, and welfare of the Village and its residents. Please note that Subsection Standards for building permits refers to Subsection 11-605E Standards and considerations for design permit review.
PLEASE NOTE **If this is a non-residential property within 250 feet of a single-family residential district, additional notification requirements are necessary. Please contact the Village Planner for a description of the additional requirements.**

FEES for Exterior Appearance/Site Plan Review:
Standard Application: $600.00
Within 250 feet of a Single-Family Residential District: $800

Below are the criteria that will be used by the Plan Commission, Zoning and Public Safety Committee and Board of Trustees in reviewing Exterior Appearance Review requests. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

1. *Open spaces.* The quality of the open space between buildings and in setback spaces between street and facades. SAME DIMENSIONS AS EXISTING AWNINGS ON BUILDING

2. *Materials.* The quality of materials and their relationship to those in existing adjacent structures. SIMILAR OTHER AWNING ON BLOCK

3. *General design.* The quality of the design in general and its relationship to the overall character of neighborhood. SAME SHAPE AND DESIGN AS EXISTING AWNINGS ON BLOCK

4. *General site development.* The quality of the site development in terms of landscaping, recreation, pedestrian access, auto access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on-site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible. SAME AS EXISTING

5. *Height.* The height of the proposed buildings and structures shall be visually compatible with adjacent buildings. 9' FROM GRADE TO BOTTOM OF AWNING

6. *Proportion of front façade.* The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related. SAME AS EXISTING

7. *Proportion of openings.* The relationship of the width to the height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related. SAME AS EXISTING

8. *Rhythm of solids to voids in front facades.* The relationship of solids to voids in the front façade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related. SAME AS EXISTING

9. *Rhythm of spacing and buildings on streets.* The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related. SAME AS EXISTING

10. *Rhythm of entrance porch and other projections.* The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related. N.A.

11. *Relationship of materials and texture.* The relationship of the materials and texture of the façade shall be visually compatible with the predominant materials to be used in the buildings and structures to which it is visually related. WOVEN ACRYLIC/CANVAS SAME AS EXISTING

12. *Roof shapes.* The roof shape of a building shall be visually compatible with the buildings to which it is visually related. EXISTING

13. *Walls of continuity.* Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related. SAME AS EXISTING

14. *Scale of building.* The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related. SAME AS EXISTING

15. *Directional expression of front elevation.* The buildings shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character,

whether this be vertical character, horizontal character, or nondirectional character.

16. *Special consideration for existing buildings.* For existing buildings, the Plan Commission and the Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.
SAME MATERIAL FOR FRAME & BRICK AS EXISTING ON BLOCK

REVIEW CRITERIA – Site Plan Review

Below are the criteria that will be used by the Plan Commission and Board of Trustees in determining if the application meets the requirements for Site Plan Approval. Briefly describe how this application will meet the below criteria. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

Section 11-604 of the Hinsdale Zoning Code regulates Site Plan Review. The site plan review process recognizes that even those uses and developments that have been determined to be generally suitable for location in a particular district are capable of adversely affecting the purposes for which this code was enacted unless careful consideration is given to critical design elements.

1. The site plan adequately meets specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable.

2. The proposed site plan does not interfere with easements and rights-of-way.

3. The proposed site plan does not unreasonably destroy, damage, detrimentally modify, or interfere with the enjoyment of significant natural, topographical, or physical features of the site.

4. The proposed site plan is not unreasonably injurious or detrimental to the use and enjoyment of surrounding property.

5. The proposed site plan does not create undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan do not unreasonably create hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off the site.

6. The screening of the site provides adequate shielding from or for nearby uses.

7. The proposed structures or landscaping are not unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses. _____

8. In the case of site plans submitted in connection with an application for a special use permit, the proposed site plan makes adequate provisions for the creation or preservation of open space or for its continued maintenance. _____

9. The proposed site plan does not create unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned ordinance system serving the community. _____

10. The proposed site plan does not place unwarranted or unreasonable burdens on specified utility systems serving the site or area or fails to fully and satisfactorily integrate the site's utilities into the overall existing and planned utility system serving the Village. _____

11. The proposed site plan provides for required public uses designated on the Official Map. _____

12. The proposed site plan does not otherwise adversely affect the public health, safety, or general welfare. _____

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
B-2 CENTRAL BUSINESS DISTRICT QUESTIONNAIRE

Must be accompanied by completed Plan Commission Application

Address of proposed request: _____

Questionnaire – B-2 Central Business District

The Hinsdale Zoning Code intends, in part, "to protect, preserve and enhance the character and architectural heritage of the Village." Recognizing that the buildings in the B-2 Central Business District are significant, reasonable considerations may be prudent to provide minimum, compatible alterations to the existing exterior. Distinctive architectural features identify the buildings uniqueness and may enhance the overall streetscape.

The purpose of this questionnaire is to transmit information to the Village concerning the proposed plans to change the exterior of the building. The completion of this questionnaire is in no way intended to be determinative on the approval or denial of the application.

1. *Impact on Historic or Architectural Significant Area.* Will the historic and/or architectural significance of the B-2 Central Business District be affected by the proposed changes to the building under review? If so, please explain how. _____

NO

2. *Impact on Significant Features of Buildings.* State the effects of the proposed changes on the historic and/or architectural significance of the building under review, including the extent to which the changes would cause the elimination, or masking, of distinguishing original architectural features. _____

NONE

3. *Replacement Rather than Restoration.* Will the changes proposed replace rather than restore deteriorated materials or features? If so, will the replacements be made with compatible materials and historically and architecturally accurate designs? _____

ALL NEW FRAMES & COVERING + NEW SIGN

4. *Future Improvements.* Are the proposed improvements to the building designed so that the architectural integrity of the building under review will not be impaired if those improvements are removed in the future? Please explain.

YES, THEY WILL IMPROVE THE LOOK.

5. *Reduction of Amount of Demolition.* State the alternatives that were considered in the design to minimize the amount of demolition of the building under review.

N/A

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR SIGN PERMIT

Applicant

Name: EINSTEIN BROS. BAGELS
Address: 54 S. WASHINGTON ST
City/Zip: HINSDALE IL 60521
Phone/Fax: 630-774 8950
E-Mail:
Contact Name: KENT R. WEBER

Contractor

Name: Awning, Sign + Lighting Group
Address: 1405 W. BERNARD DR-A
City/Zip: ADDISON IL 60101
Phone/Fax: 630 405-6146
E-Mail: KENTRWEBER@YAHOO.COM
Contact Name: KENT WEBER

ADDRESS OF SIGN LOCATION:
ZONING DISTRICT: Please Select One
SIGN TYPE: Please Select One NON-ILLUMINATED FLUSH MOUNTED LOGO CHANNEL LETTER TYPE
ILLUMINATION Please Select One

Sign Information:

Overall Size (Square Feet): 2.25 (18" x 18")
Overall Height from Grade: _____ Ft.
Proposed Colors (Maximum of Three Colors):

- GOLD
- BLACK
- WHITE

Site Information:

Lot/Street Frontage: _____
Building/Tenant Frontage: ABOVE DOOR
Existing Sign Information:
Business Name: EINSTEIN BROS. BAGELS
Size of Sign: 2.25 Square Feet
Business Name: _____
Size of Sign: _____ Square Feet

I hereby acknowledge that I have read this application and the attached instruction sheet and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.

Kent R. Weber — Signature of Applicant
4/24/14 — Date

X _____ — Signature of Building Owner
_____ — Date

FOR OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

Total square footage: 0 2.25 x $4.00 = 0 (Minimum $75.00)

Plan Commission Approval Date: _____ Administrative Approval Date: _____

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR SIGN PERMIT

Applicant

Name: EINSTEIN BROS. BAGELS
Address: 54 S. WASHINGTON ST.
City/Zip: HINSDALE, IL 60521
Phone/Fax: 630-774-8950
E-Mail: KENTRWEBER@YAHOO.COM
Contact Name: KENT WEBER

Contractor

Name: AWNING, SIGN + LIGHTING GRP.
Address: 1405 W. BERNARD DR. - A
City/Zip: ADDISON, IL 60101
Phone/Fax: 630-405-16146
E-Mail: KENTRWEBER@YAHOO.COM
Contact Name: KENT R. WEBER

ADDRESS OF SIGN LOCATION:

ZONING DISTRICT: Please Select One

SIGN TYPE: Please Select One AWNING 1 OF 2

ILLUMINATION Please Select One NON-ILLUMINATED

Sign Information:

Overall Size (Square Feet): 23.76 (6'8" x 3'6")
Overall Height from Grade: 9 Ft.
Proposed Colors (Maximum of Three Colors):
1. BLACK SUNBRELLA
2. GOLD LETERS
3. _____

Site Information:

Lot/Street Frontage: SOUTH
Building/Tenant Frontage: CORNER
Existing Sign Information: YES
Business Name: EINSTEIN BROS. BAGELS
Size of Sign: 1.74 Square Feet
Business Name: EINSTEIN BROS. BAGELS
Size of Sign: 1.74 Square Feet

I hereby acknowledge that I have read this application and the attached instruction sheet and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.

Kent R. Weber
Signature of Applicant

5/21/2014
Date

SEE SIGN APP W/SIGN.
Signature of Building Owner

4/24/14
Date

FOR OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE

Total square footage: 0 x $4.00 = 0 (Minimum $75.00)

Plan Commission Approval Date: _____ Administrative Approval Date: _____

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR SIGN PERMIT

Applicant

Name: EINSTEIN BROS. BAG.
Address: 54 S. WASHINGTON ST.
City/Zip: HINSDALE IL 60521
Phone/Fax: 630-774 / 8950
E-Mail:
Contact Name: KENT R. WEBER

Contractor

Name: AWNING, SIGN, & LIGHTING GRP.
Address: 1405 W. BERNARD DR-A
City/Zip: ADDISON, IL 60101
Phone/Fax: 630-405 / 6146
E-Mail: KENT R. WEBER@YAHOO.COM
Contact Name: KENT WEBER

ADDRESS OF SIGN LOCATION:
ZONING DISTRICT: Please Select One
SIGN TYPE: Please Select One AWNING (2 OF 2)
ILLUMINATION Please Select One NON-ILLUMINATED

Sign Information:

Overall Size (Square Feet): 42.5 (11'8" x 3'6")
Overall Height from Grade: 9 Ft.
Proposed Colors (Maximum of Three Colors):
1. BLACK
2. GOLD
3.

Site Information:

Lot/Street Frontage: EAST
Building/Tenant Frontage: CORNER
Existing Sign Information: YES
Business Name: EINSTEIN BROS. BAGELS
Size of Sign: 1.74 Square Feet
Business Name: EINSTEIN BROS. BAGELS
Size of Sign: 1.74 Square Feet

I hereby acknowledge that I have read this application and the attached instruction sheet and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.

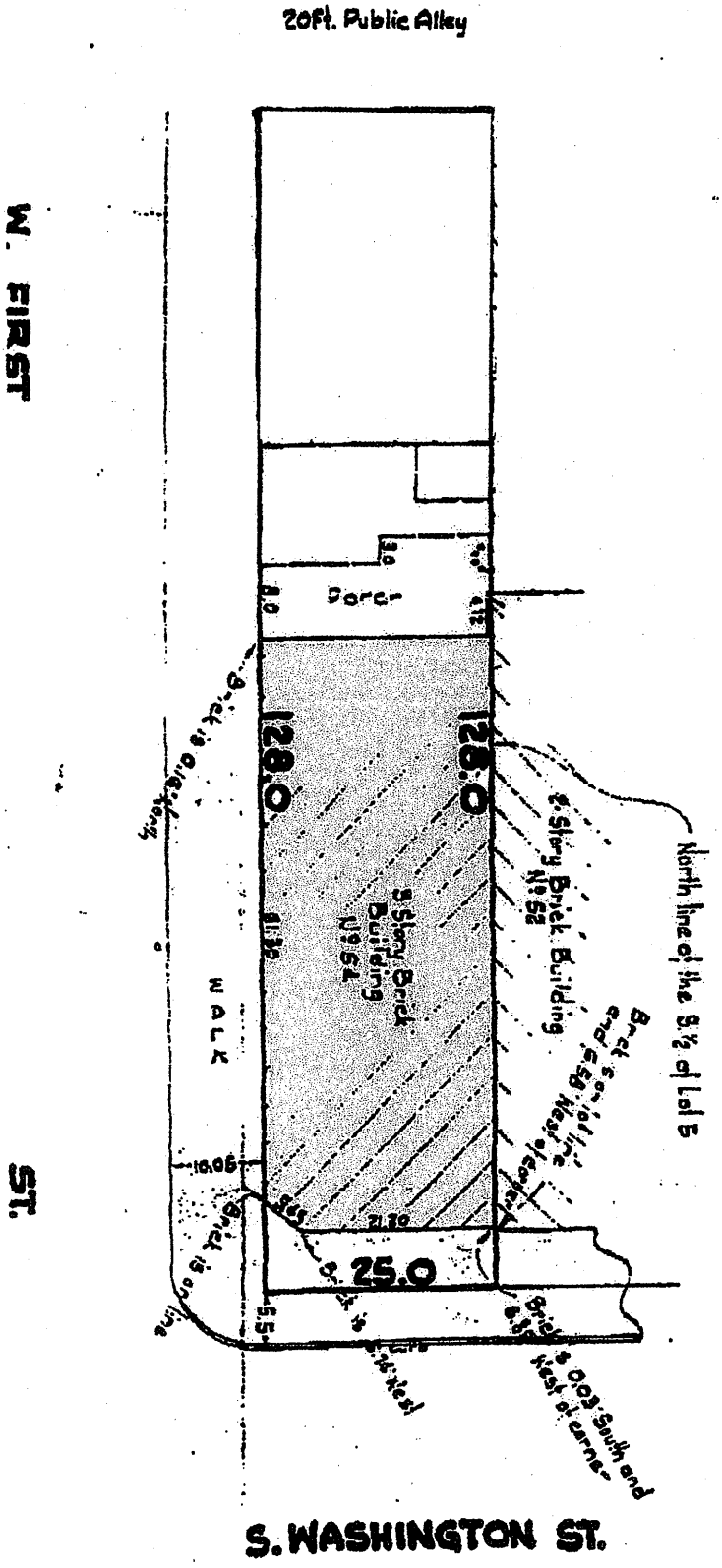
Kent R. Weber — Signature of Applicant — Date: 5/21/2014

SEE SIGN APP W/SIGN. — Signature of Building Owner — Date: 4/24/14

FOR OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE

Total square footage: 0 x $4.00 = 0 (Minimum $75.00)

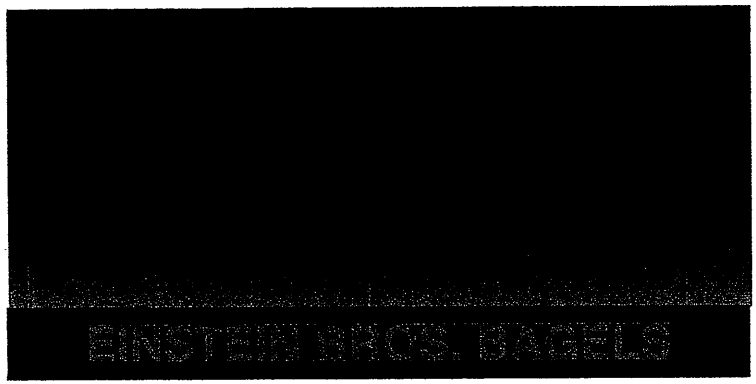
Plan Commission Approval Date: _____ Administrative Approval Date: _____



SITE PLAN

54 S. WASHINGTON 5/11/95

6'8" x 3'6"



4" x 62.5" = 1.74 Sq. Ft.

SIGNAGE ON AWNINGS: = 3.48 SQ. FT

11' 8" x 3' 6"

4" x 62.5" = 1.74 Sq. Ft.

ATTENTION: PROOF ALL DRAWINGS CAREFULLY! IT IS THE RESPONSIBILITY OF THE CUSTOMER TO APPROVE COLOR, STYLE, SHAPE, PROPORTION OF GRAPHICS AND LOGOS, AND SPELLING OF TRADEMARKS AND SERVICEMARKS

Awning Sign & Lighting Group, Inc.
1405 Bernard Drive, Suite D | Addison, IL 60101
T. 630.405.6146 F. 630.405.6145

We've got you covered!

- Design
- Fabrication
- Installation
- Maintenance & Repair
- Permitting
- Surveying
- Project Management
- Awnings
- Banners
- Box Signs
- Channel Letters
- Digitally Printed Graphics
- Directional Signs
- Electronic Message Centers
- Interior Signs
- ADA Signs
- Marketing Signs
- Monument Signs
- Menu Boards
- Neon
- Pole Signs
- Post & Panel Signs
- Projecting Wall Signs
- Pylon Signs
- Routed Dimensional Letters
- Vinyl Graphics

Project/Location: EBB

ACCOUNT REP: Kent Weber

PROJECT MANAGER:

DRAWN BY:

ALL ELECTRICAL SIGNS ARE TO COMPLY WITH U. L. 48 AND ARTICLE 600 OF THE N. E. C. STANDARDS, INCLUDING THE PROPER GROUNDING AND BONDING OF ALL SIGNS.

Underwriters Laboratories Inc. ELECTRICAL TO USE U.L. LISTED COMPONENTS AND SHALL MEET ALL N.E.C. STANDARDS.

DATE: 05/22/2014

SCALE:

SHEET #:

DESIGN ORDER #:

FILE NAME:

REVISIONS:

Colors depicted in this rendering may not match actual finished materials. Refer to product samples for exact color match

CLIENT APPROVAL DATE:

LANDLORD APPROVAL DATE:

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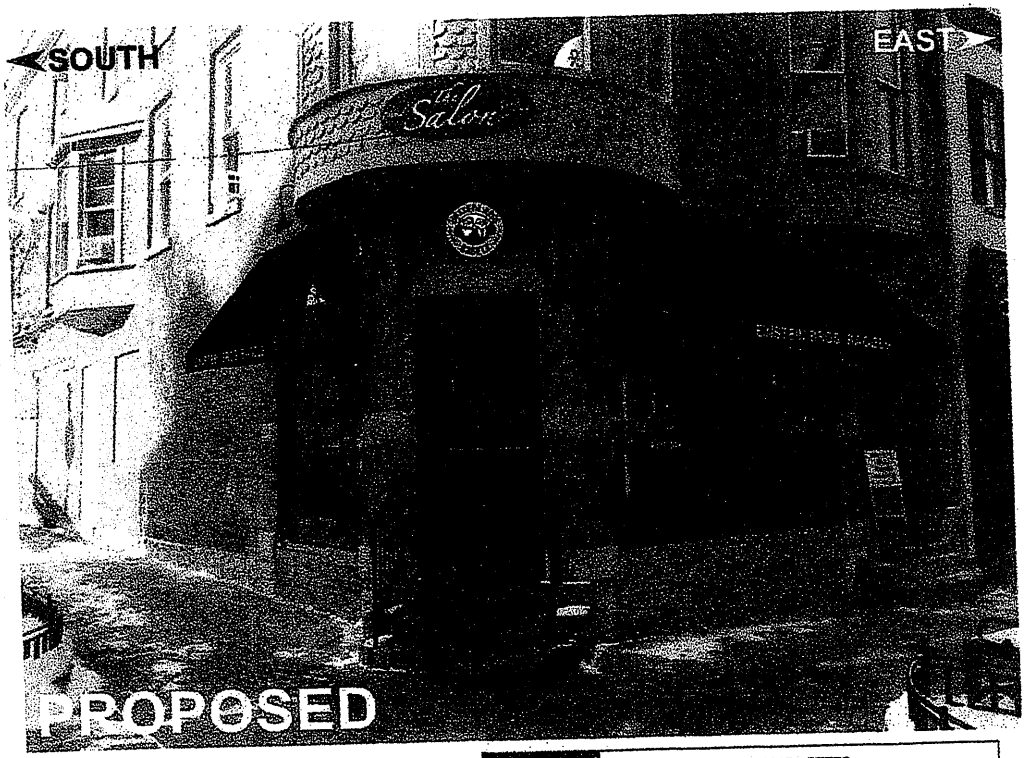
STORE FRONT ELEVATION (SOUTH & EAST)

SCALE: NTS



AWNINGS:	FABRIC AWNINGS
TYPE:	'SUNBRELLA' BLACK 'SHED STYLE'
FRAMING:	OPEN-END ALUMINUM
MOUNTING:	ATTACH TO FASCIA WITH "Z CLIP" , STAINLESS MOUNTING HARDWARE/ SPACER/ SILICONE TO SUIT (VERIFY)
VINYL:	3M#3650-49 TAN VINYL GRAPHICS AT VALANCE

Approved 1/8/2014
Tenant responsible for cost of restoring masonry by landlord for modifications made for mounting items

Armando Cesarini
Property Manager

SIGN TYPE:	"LOGO" CHANNEL STYLE LETTER
SIGN FACE:	3/16" WHITE PLEXI
VINYL:	YELLOW PMS #124 & PROCESS BLACK
TRIM CAP:	BLACK
RETURNS:	PAINTED BLACK
LIGHTING:	NON-ILLUMINATED
MOUNTING:	FLUSH MOUNTED TO WALL

STEIN BROS. BAGELS

DRAWINGS PREPARED BY:

Awning and Sign Construction
203 West Harebart Road Angola, IN 46703

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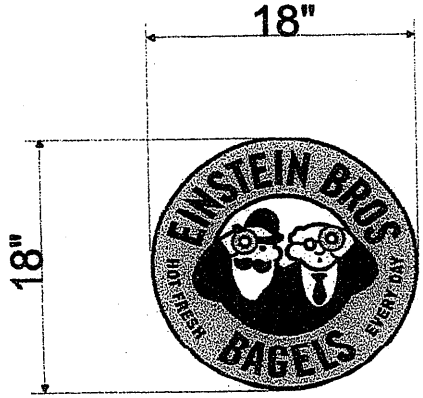
REVISIONS

LOCATION
54 S WASHINGTON ST
HINSDALE IL 60521

DRAWN BY: DC	SCALE: AS NOTED
DRAWN: 01.07.13	SALES: RZ
FILE:	



Approved 1/8/2014
Tenant responsible for cost of restoring masonry by landlord for modifications made for mounting items

Armando Cesarini
Property Manager

Sign Elevation

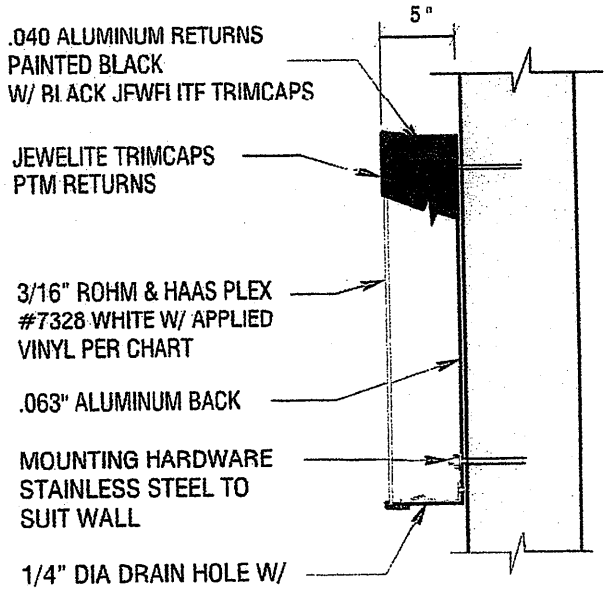
QTY(1) Scale: 1" = 1'-0"

2.25 SQ FT

NOTE: DRAWING IS FOR REPRESENTATIONAL PURPOSES ONLY. EXACT DIMENSIONS (FIELD SURVEY) REQUIRED PRIOR TO FABRICATION

ALL BOLTS, CONNECTORS, SLEEVES, ELECTRICAL CONDUITS, ETC. TO BE STAINLESS STEEL.
ALL PENETRATIONS THRU WALL TO BE WATERTIGHT. LEDs ARE NOT TO BE VISIBLE ON SIGN.
ALL ILLUMINATION TO BE EVEN LIGHTING WITH NO "HOTSPOTS" ON SURFACE.

SIGN TYPE:	"LOGO" CHANNEL STYLE LETTER
SIGN FACE:	3/16" WHITE PLEXI
VINYL:	YELLOW PMS #124 & PROCESS BLACK
TRIM CAP:	BLACK
RETURNS:	PAINTED BLACK
LIGHTING:	NON-ILLUMINATED
MOUNTING:	FLUSH MOUNTED TO WALL



Channel Logo

Scale: 1" = 1'-0"

STEIN BROS. BAGELS

DRAWINGS PREPARED BY: Awning and Sign Contractors, 203 West Harcourt Road, Angola, IN 46703

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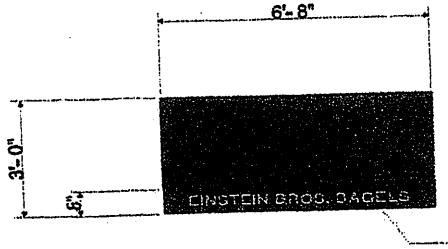
REVISIONS

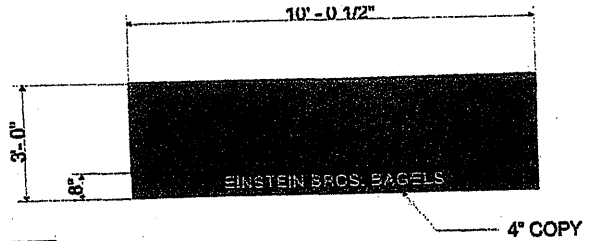
LOCATION
54 S WASHINGTON ST
HINSDALE IL 60521

DRAWN BY: DC	SCALE: AS NOTED
DRAWN: 01.03.13	SALES: RZ
FILE:	

EAST ELEVATION
QTY(1)



SOUTH ELEVATION
QTY(1)



Approved 1/8/2014
Tenant responsible for cost of restoring masonry by landlord for modifications made for mounting items

Armando Cesarini
Property Manager

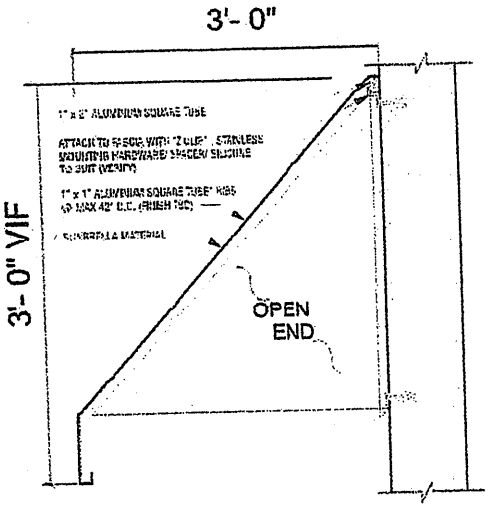
NOTE: DRAWING IS FOR REPRESENTATIONAL PURPOSES ONLY. EXACT DIMENSIONS (FIELD SURVEY) REQUIRED PRIOR TO FABRICATION

ALL BOLTS, CONNECTORS, SLEEVES, ELECTRICAL CONDUITS, ETC. TO BE STAINLESS STEEL.
ALL PENETRATIONS THRU WALL TO BE WATERTIGHT. LEDs ARE NOT TO BE VISIBLE ON SIGN.
ALL ILLUMINATION TO BE EVEN LIGHTING WITH NO "HOTSPOTS" ON SURFACE.

AWNING ELEVATION DETAILS

SCALE: 1/4" = 1'-0"

AWNINGS:	FABRIC AWNINGS
TYPE:	'SUNBRELLA' BLACK 'SHED STYLE'
FRAMING:	OPEN-END ALUMINUM
MOUNTING:	ATTACH TO FASCIA WITH "Z CLIP" . STAINLESS MOUNTING HARDWARE/ SPACER/ SILICONE TO SUIT (VERIFY)
VINYL:	3M#3650-19 TAN VINYL GRAPHICS AT VALANCE



SECTION @ AWNING
SCALE: 1" = 1'-0"

STEIN BROS. BAGELS

DRAWINGS PREPARED BY: Awning and Sign, 203 West Hardman Road, Angola, IN 46703

This is an original unpublished drawing created by Awning & Sign Contractors. It is submitted for your exclusive use, in connection with the project being planned. It is not to be shown to anyone outside your organization, nor is it to be used, reproduced, copied or exhibited in any fashion. This drawing is the

REVISIONS

LOCATION: 54 S WASHINGTON ST HINSDALE IL 60521

DRAWN BY: DC | SCALE: AS NOTED
DRAWN: 01.07.13 | SALES: RZ
FILE:

Memorandum

To: President Cauley and Village Trustees

From: Sean Gascoigne, Village Planner

Cc: Kathleen A. Gargano, Village Manager

Robert McGinnis, Director of Community Development/Building Commissioner

Date: September 16, 2014

Re: Request for Board Action

112 S. Washington Street – Vistro – Exterior Appearance and Site Plan Review Approval for Façade Improvements.

BACKGROUND

Application

The Village of Hinsdale has received an application from Glen Gardner of Hinsdale, Illinois on behalf of Vistro Restaurant, requesting approval of exterior appearance and site plans to allow for façade improvements to the existing office building at 112 S. Washington Street. The site is improved with a multi-story commercial building in the B-2, Central Business District.

Process

The applicant, Vistro, is proposing facade improvements at 112 S. Washington Street. The site plan review process recognizes that even those uses and developments that have been determined to be generally suitable for location in a particular district are capable of adversely affecting the purposes for which the code was enacted unless careful consideration is given is given to critical design elements. As such, site plan review is required in this case due to the following provisions:

1. Section 11-604
2. Section 11-606

Due to the nature of the request, this application would require a meeting before the Plan Commission and does not require public notification. The Village Board has 90 days from receiving the recommendation of the Plan Commission to act on its recommendation. Failure by the Board to act within 90 days is considered a denial of the Plan Commission's recommendation. Section 11-604F of the Zoning Code details the standards for site plan approval. The applicant provides its response to the Site Plan Review criteria on pages 3 and 4 of its application.

Description of property and existing use

The property is currently zoned B-2, which is the central business district intended to serve the entire Hinsdale suburban community with a wide variety of retail and service uses. It is intended to serve as the primary shopping area of the Village. This district is located in the center of the village, adjacent to commuter facilities, and at the convergence of primary thoroughfares. The bulk standards are intended to reflect the generally more intense development of property in this area.

Section 5-102C(26) provides that eating places are a permitted use in the B-2 district.

The 112 S. Washington location is generally bordered in all directions by properties zoned B-2, Central Business District, but is also across the street from the Hinsdale Middle School, which is zoned IB, Institutional Buildings.

Request

The applicant is requesting approval of exterior appearance and site plans to allow for building façade improvements. The site is improved with a two-story commercial building in the B-2 Central Business District.

The applicant is proposing improvements to the building elevations, which includes three new awnings and two new valance signs as depicted in the attached illustrations. As identified in the application, the two outside awnings would be 7'-8" wide and the center awning over the main entrance would be 5'-10" wide. In addition, the two valance signs are each 1.5 square feet (6" x 3'-0") and would be a cream colored text. Both signs would be a combined total of 3 square feet.

Property History

A review of the zoning maps finds that the property has been zoned B-2 since at least 1989.

Plan Commission Action

At the July 9, 2014 Plan Commission meeting the Commission reviewed the application submitted for 112 S. Washington Street regarding the proposed façade improvements. Following a motion to approve site plans and exterior appearance, the Plan Commission, on a 5-0 vote, recommended approval of site plans and exterior appearance. Plan Commission has the final authority on signage and as such, only the awnings require further consideration.

Zoning and Public Safety Committee Action

At the Zoning and Public Safety Committee (ZPS) meeting of July 28th, 2014, the applicant indicated that he had inadvertently overlooked an error in the architects drawing that illustrated an awning with a pitch that was far more subtle than intended. He indicated that, as proposed, the awning would present challenges in terms of rain and snow drainage and requested that the Committee be willing to allow him to modify the awning requested, to be more in keeping with other awnings in the downtown, that have a more defined pitch to allow run-off. After explaining what he was proposing,

the Committee indicate they were fine moving the request on to the Village Board with the suggested changes, provided the applicant revise the drawings and submit them before the Board. These changes have been made and are attached to the ordinance herein.

On July 28, 2014, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion, subject to the applicant providing revised elevations of the requested awning at the Village Board meeting.

Motion

MOTION: Move that the Board of Trustees approve an "Ordinance Approving Site Plans and Exterior Appearance Plans for Façade Improvements at 112 S. Washington Street".

Attach:

Ordinance

Approved Findings and Recommendations

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SITE PLAN AND EXTERIOR APPEARANCE PLAN FOR FAÇADE IMPROVEMENTS TO A COMMERCIAL BUILDING AT 112 S. WASHINGTON STREET

WHEREAS, the Village of Hinsdale has received an application (the "Application") for site plan approval and exterior appearance review relative to façade improvements at an existing commercial building located at 112 S. Washington Street, Hinsdale, Illinois (the "Subject Property"), from applicant Glen Gardner, on behalf of Vistro Restaurant (the "Applicant"); and

WHEREAS, the Subject Property is located in the Village's B-2 Central Business Zoning District and is currently improved with a one and a half-story commercial building. The Applicant proposes to improve the building façade with three new awnings with charcoal grey canvas (the "Proposed Improvements"). The Proposed Improvements are depicted in the site plan and exterior appearance plans attached hereto as **Exhibit A** and made a part hereof. The two outside awnings will contain new valance signs done with cream-colored lettering, which signs have already been approved by the Plan Commission pursuant to the Commission's final authority over signage; and

WHEREAS, the Application was considered by the Village of Hinsdale Plan Commission at a public meeting held on July 9, 2014. After considering all of the matters related to the Application, the Plan Commission recommended, on a vote of five (5) in favor, zero (0) against, and two (2) absent, approval by the Board of Trustees of the Site Plan and Exterior Appearance Plan relative to the Proposed Improvements. The recommendation for approval and a summary of the related proceedings are set forth in the Plan Commission's Findings and Recommendation in this matter ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees find that the Application satisfies the standards established in Sections 11-604 and 11-606 of the Hinsdale Zoning Code governing site plans and exterior appearance plans, subject to the conditions stated in this Ordinance.

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

SECTION 1: Recitals. The foregoing recitals are incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

SECTION 2: Approval of Site Plan and Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois

and Sections 11-604 and 11-606 of the Hinsdale Zoning Code, approves the site plan and exterior appearance plan attached to, and by this reference, incorporated into this Ordinance as **Exhibit A** (the "Approved Plans"), relative to the Proposed Improvements, subject to the conditions set forth in Section 3 of this Ordinance.

SECTION 3: Conditions on Approvals. The approvals granted in Section 2 of this Ordinance are expressly subject to all of the following conditions:

A. Compliance with Plans. All work on the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit A**.

B. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance or as otherwise specifically authorized by the Village, the provisions of the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern all development on, and improvement of, the Subject Property. All such development and improvement shall comply with all Village codes, ordinances, and regulations at all times.

C. Building Permits. The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 4: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

SECTION 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

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

ADOPTED this _____ day of _____, 2014, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED by me this _____ day of _____, 2014, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:

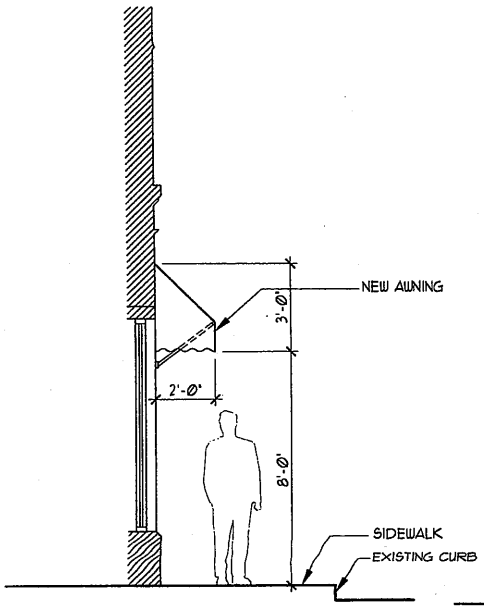
By: _____

Its: _____

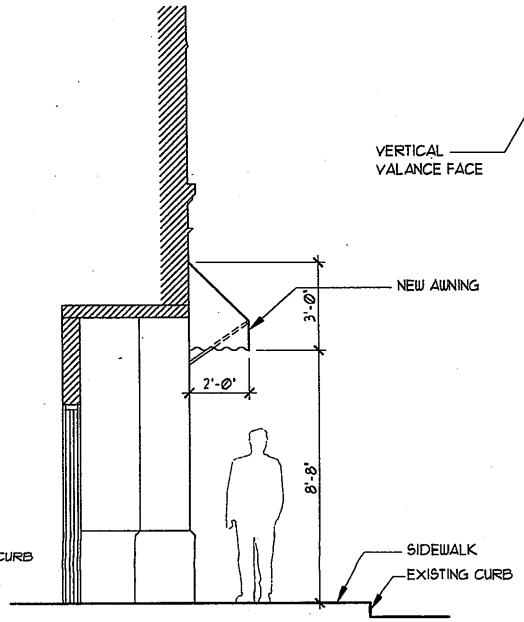
Date: _____, 2014

EXHIBIT A

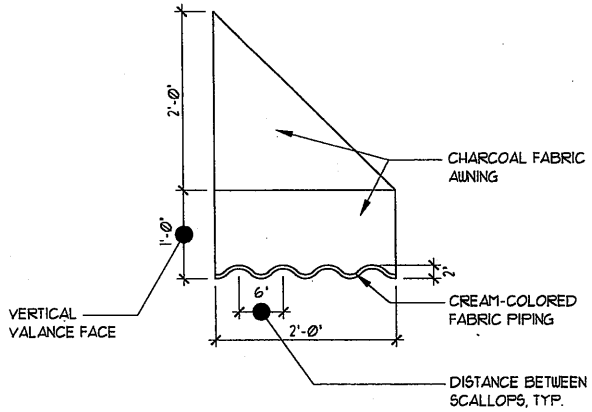
APPROVED SITE PLAN AND EXTERIOR APPEARANCE PLAN (ATTACHED)



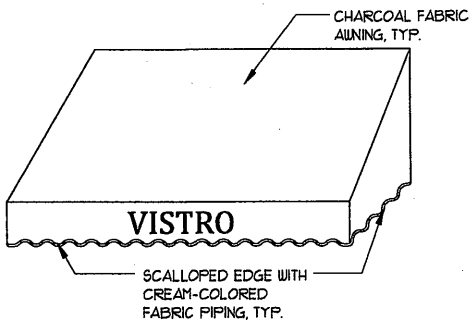
A SECTION AT AWNING OVER WINDOW
1/4"=1'-0"



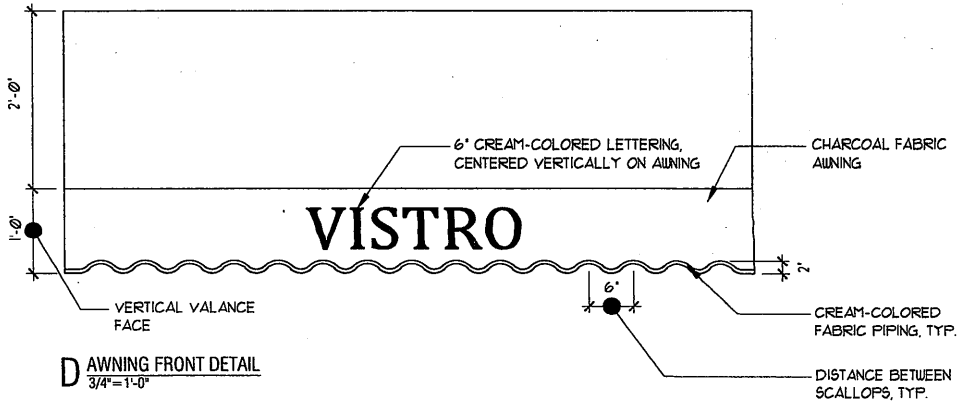
B SECTION AT AWNING OVER ENTRY DOOR
1/4"=1'-0"



C AWNING SIDE DETAIL
3/4"=1'-0"



E AWNING AXONOMETRIC
NOT TO SCALE



D AWNING FRONT DETAIL
3/4"=1'-0"

ARCHITECT: PANTO-ULEMA INC. dba DEARBORN ARCHITECTS

dearborn architects

1006 S. MICHIGAN, SUITE 700
CHICAGO, IL 60605
P: 312-939-3838
F: 888-712-9370
PROFESSIONAL DESIGN FIRM #184-001977

PPG HINSDALE, LTD.
112 S. WASHINGTON STREET
HINSDALE, IL 60521
P: 312-882-5662
CONTACT: GLEN R. GARDNER

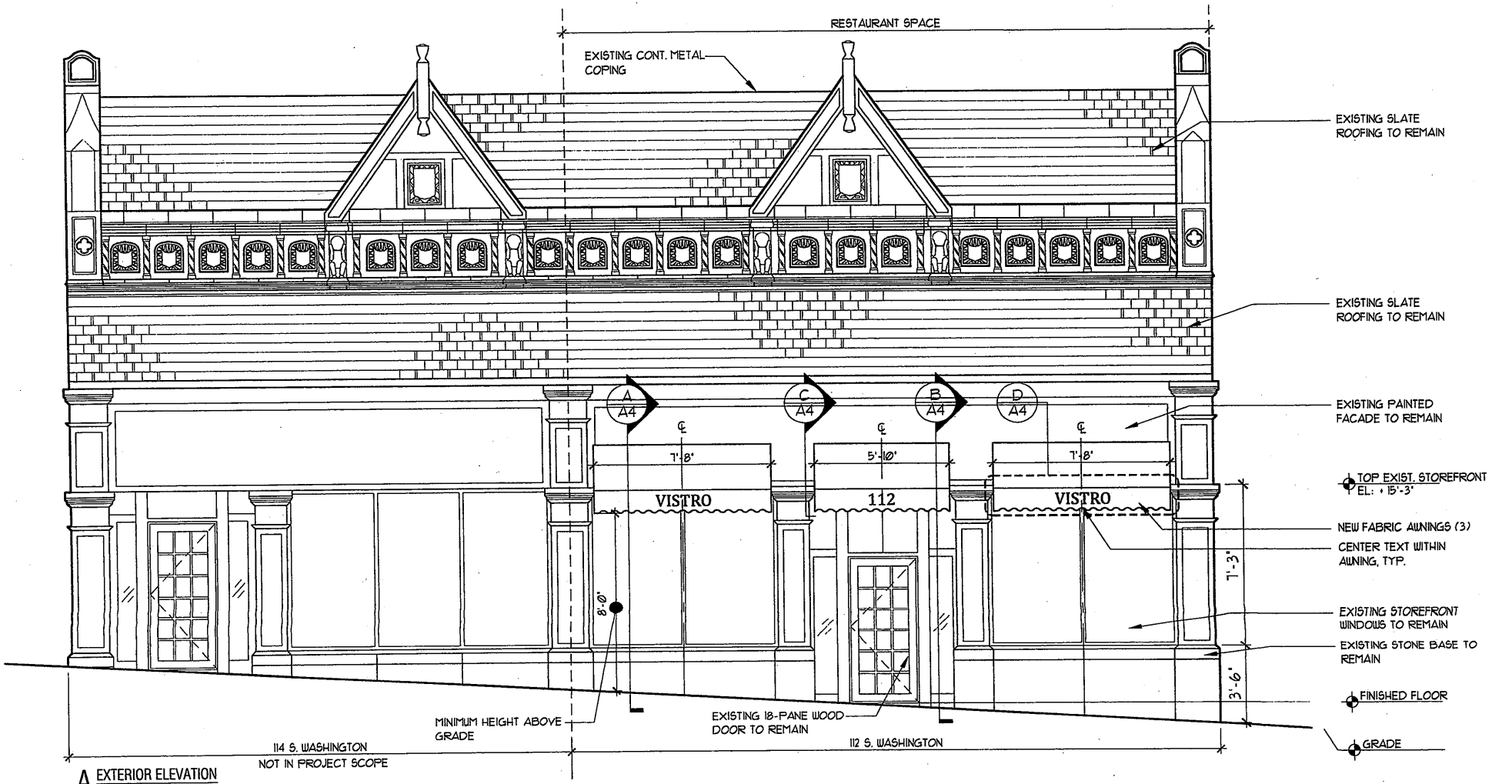
VISTRO

112 S. WASHINGTON HINSDALE, IL 60521

ISSUES		DATE
1	ISSUED FOR SIGN PERMIT	06/03/14
2	REISSUED FOR SIGN PERMIT	07/30/14

SECTIONS & SIGNAGE DETAILS

A4



A EXTERIOR ELEVATION
1/4"=1'-0"

ARCHITECT: PANTO-ULEMA INC. dba DEARBORN ARCHITECTS

dearborn architects

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VISTRO

112 S. WASHINGTON HINSDALE, IL 60521

ISSUES		DATE
1	ISSUED FOR SIGN PERMIT	06/03/14
2	REISSUED FOR SIGN PERMIT	07/30/14

EXTERIOR ELEVATION

A2

EXHIBIT B

FINDINGS AND RECOMMENDATION
(ATTACHED)

HINSDALE PLAN COMMISSION

RE: 112 S. Washington Street – Vistro – Exterior Appearance/Site Plan Review

DATE OF PLAN COMMISSION REVIEW: July 9, 2014

DATE OF ZONING AND PUBLIC SAFETY REVIEW: July 28, 2014

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. Glen Gardner (the "Applicant") submitted an application to the Village of Hinsdale for exterior appearance and site plan review at 112 S. Washington Street (the "Subject Property").

2. The Subject Property is located in the B-2 Central Business District and is improved with a multiple-story commercial building.

3. The applicant presented the proposed changes to the façade which included three new awnings with charcoal grey canvas. The two outside awnings will contain new valance signs done with cream colored lettering.

4. The Plan Commission was complimentary of the elevations and the proposed improvements.

5. The Plan Commission finds that the plan submitted by the Applicant complies with the standards set forth in Section 11-604 of the Zoning Code governing site plan review.

6. The Plan Commission finds that the plan submitted by the Applicant complies with the standards set forth in Section 11-606 of the Zoning Code governing exterior appearance review. Among the evidence relied upon by the Plan Commission were the site plans and various plans submitted and considered for the June 9th, 2014, Plan Commission meeting.

II. RECOMMENDATION

The Village of Hinsdale Plan Commission, on a vote of five (5) "Ayes," zero (0) "Nays," and two (2) "Absent" recommends that the President and Board of Trustees approve the site plan and exterior appearance plans for 112 S. Washington Street

THE HINSDALE PLAN COMMISSION

By: _____
Chairman

Dated this 10th day of Sept., 2014.

VILLAGE OF HINSDALE FOUNDED IN 1873

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION
FOR BUSINESS DISTRICTS

I. GENERAL INFORMATION

Applicant

Name: Glen Gardner
Address: 112 S. Washington
City/Zip: Hinsdale, IL 60521
Phone/Fax: (312) 882-5662 /
E-Mail: glengarder@gmail.com

Owner

Name: Midwest Property Group
Address: 520 W. Erie
City/Zip: Chicago, IL 60642
Phone/Fax: (312)337-3700 /(312) 337-3710
E-Mail: JJJ@mpgre.net

Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)

Name: Homan Wong
Title: Architect
Address: 1006 S. Michigan Ave. Suite 700
City/Zip: Chicago, IL 60605
Phone/Fax: (312) 939-3838 /(888) 712-9370
E-Mail: arch@panto-ulema.com

Name: N/A
Title:
Address:
City/Zip:
Phone/Fax: (___) _____/_____
E-Mail:

Disclosure of Village Personnel: (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)

1) N/A
2) N/A
3) N/A

II. SITE INFORMATION

Address of subject property: 112 S. Washington St.

Property identification number (P.I.N. or tax number): 0912 - 1220 - 12 - _____

Brief description of proposed project: Addition of 3 new awnings over existing storefront windows. No change to existing storefront or facade.

General description or characteristics of the site: Building site is an existing restaurant. Existing building storefront is painted with stone base and slate roofing.

Existing zoning and land use: B-2

Surrounding zoning and existing land uses:

North: B-1 South: O-2

East: IB West: B-1

Proposed zoning and land use: No change

Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:

- ☐ Site Plan Disapproval 11-604
- ☐ Design Review Permit 11-605E
- ☒ Exterior Appearance 11-606E
- ☐ Special Use Permit 11-602E
  Special Use Requested: _____
- ☐ Map and Text Amendments 11-601E
  Amendment Requested: _____
- ☐ Planned Development 11-603E
- ☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 112 S. Washington St.

The following table is based on the B-2 Zoning District.

	Minimum Code Requirements			Proposed/Existing Development
	B-1	B-2	B-3	B-2, no change
Minimum Lot Area	6,250	2,500	6,250	3,960, no change
Minimum Lot Depth	125'	125'	125'	165', no change
Minimum Lot Width	50'	20'	50'	24', no change
Building Height	30'	30'	30'	25', no change
Number of Stories	2	2	2	1 story, no change
Front Yard Setback	25'	0'	25'	0', no change
Corner Side Yard Setback	25'	0'	25'	0', no change
Interior Side Yard Setback	10'	0'	10'	0', no change
Rear Yard Setback	20'	20'	20'	0', no change
Maximum Floor Area Ratio (F.A.R.)*	.35	2.5	.50	1.12, no change
Maximum Total Building Coverage*	N/A	80%	N/A	Existing, 85%, 3389 SF, no change
Maximum Total Lot Coverage*	90%	100%	90%	85%, 3389 SF, no change
Parking Requirements				No off-street parking required, no change
Parking front yard setback				N/A
Parking corner side yard setback				N/A
Parking interior side yard setback				N/A
Parking rear yard setback				N/A
Loading Requirements				N/A
Accessory Structure Information (height)	15'	15'	15'	N/A

* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: N/A

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.

B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:

1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
4. Location, size, and arrangement of all outdoor signs and lighting.
5. Location and height of fences or screen plantings and the type or kink of building materials or plantings used for fencing or screening.
6. A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
7. A traffic study if required by the Village Manager or the Board or Commission hearing the application.

C. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times;

D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and

E. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.

F. THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT.

On the 2nd, day of June, 2014, I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

Signature of applicant or authorized agent

GLEN R. GARDNER

Name of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN to before me this 2nd day of June, 2014.

Notary Public

OFFICIAL SEAL
CHERISSE MARCHESCHI
Notary Public - State of Illinois
My Commission Expires Jul 7, 2016

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
B-2 CENTRAL BUSINESS DISTRICT QUESTIONNAIRE

Must be accompanied by completed Plan Commission Application

Address of proposed request: 112 S. WASHINGTON ST.

Questionnaire – B-2 Central Business District

The Hinsdale Zoning Code intends, in part, "to protect, preserve and enhance the character and architectural heritage of the Village." Recognizing that the buildings in the B-2 Central Business District are significant, reasonable considerations may be prudent to provide minimum, compatible alterations to the existing exterior. Distinctive architectural features identify the buildings uniqueness and may enhance the overall streetscape.

The purpose of this questionnaire is to transmit information to the Village concerning the proposed plans to change the exterior of the building. The completion of this questionnaire is in no way intended to be determinative on the approval or denial of the application.

1. *Impact on Historic or Architectural Significant Area.* Will the historic and/or architectural significance of the B-2 Central Business District be affected by the proposed changes to the building under review? If so, please explain how.

   N/A

2. *Impact on Significant Features of Buildings.* State the effects of the proposed changes on the historic and/or architectural significance of the building under review, including the extent to which the changes would cause the elimination, or masking, of distinguishing original architectural features.

   N/A

3. *Replacement Rather than Restoration.* Will the changes proposed replace rather than restore deteriorated materials or features? If so, will the replacements be made with compatible materials and historically and architecturally accurate designs?

   N/A

4. *Future Improvements*. Are the proposed improvements to the building designed so that the architectural integrity of the building under review will not be impaired if those improvements are removed in the future? Please explain.

Awnings and hardware are not permanent and can be removed in the future.

5. *Reduction of Amount of Demolition*. State the alternatives that were considered in the design to minimize the amount of demolition of the building under review.

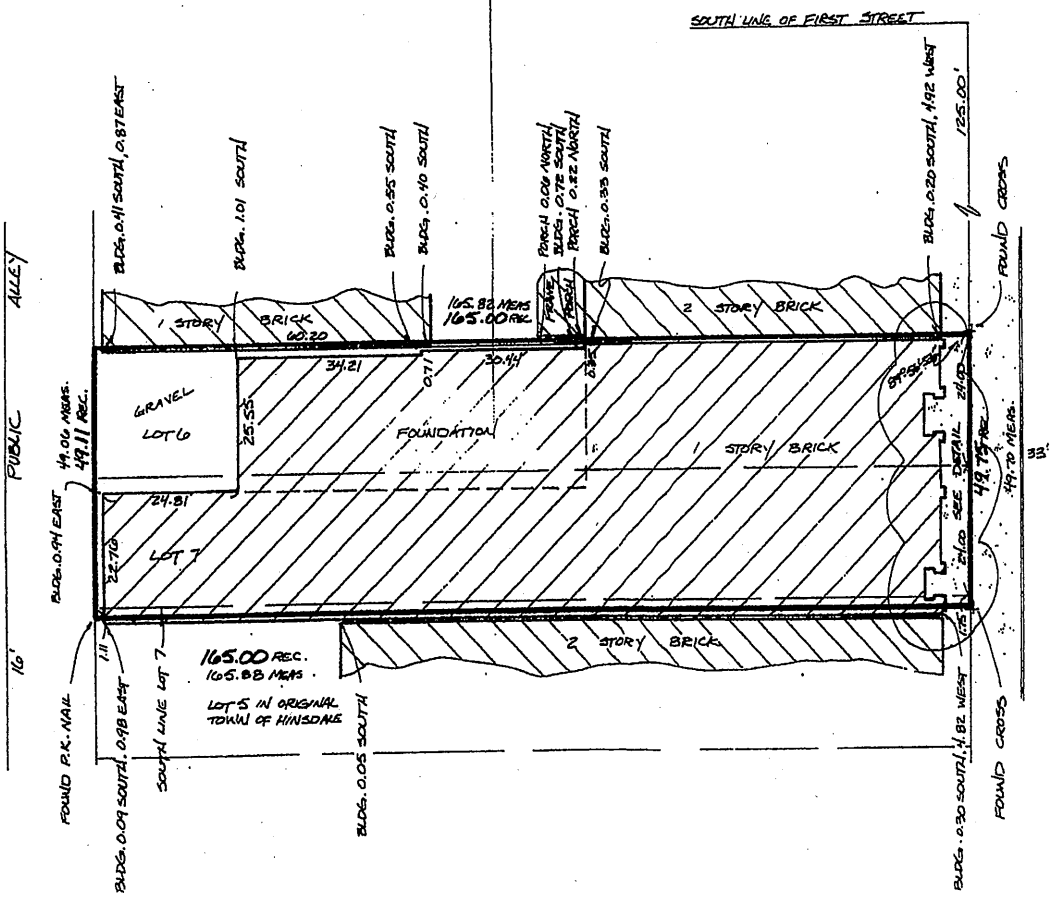
N/A

SCHOMIG LAND SURVEYORS LTD.

PLAT OF SURVEY

LOTS 6 AND 7 IN WRIGHT'S SUBDIVISION OF LOTS 1, 2, 3 AND 4 AND THE NORTH 41 FEET OF LOTS 5 AND 6 IN BLOCK 4 IN THE ORIGINAL TOWN OF HINSDALE, IN THE SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID WRIGHT'S SUBDIVISION RECORDED JUNE 8, 1892 IN BOOK 4 OF PLATS, PAGE 50, AS DOCUMENT NUMBER 50440,
ALSO
ALL THAT PART OF LOT 5 IN BLOCK 4 IN THE ORIGINAL TOWN OF HINSDALE, LYING SOUTH OF THE SOUTH LINE OF LOT 7 IN WRIGHT'S SUBDIVISION OF LOTS 1, 2, 3 AND 4 AND THE NORTH 41 FEET OF LOTS 5 AND 6 IN SAID BLOCK 4 AND NORTH OF A LINE DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 5 WHICH IS 1 FOOT 9 INCHES SOUTH OF THE SOUTH LINE OF LOT 7 IN WRIGHT'S SUBDIVISION AFORESAID AND RUNNING THENCE WEST TO A POINT IN THE WEST LINE OF SAID LOT 5 WHICH IS 1 FOOT 1 3/8 INCHES SOUTH OF THE SOUTH LINE OF LOT 7 AFORESAID, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1866, IN BOOK 32 OF DEEDS, PAGE 48, AS DOCUMENT NUMBER 7738, ALL IN DU PAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 112 WASHINGTON STREET



BEFORE YOU DIG! CALL 1-800-892-0123 (Now Two Working Days) J.U.L.I.E. The Illinois One-Call System It's The Law

N

112 S. WASHINGTON
PROPERTY LEGAL DESCRIPTION

LOTS 6 AND 7 IN WRIGHT'S SUBDIVISION OF LOTS 1, 2, 3 AND 4 AND THE NORTH 41 FEET OF LOTS 5 AND 6 IN BLOCK 4 IN THE ORIGINAL TOWN OF HINSDALE, IN THE SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF ID WRIGHT'S SUBDIVISION RECORDED JUNE 8, 1892 IN BOOK 4 OF PLATS, PAGE 50, AS DOCUMENT NUMBER 50440,
ALSO ALL THAT PART OF LOT 5 IN BLOCK 4 IN, THE ORIGINAL TOWN OF HINSDALE, LYING SOUTH OF THE SOUTH LINE OF LOT 7 IN WRIGHT'S SUBDIVISION OF LOTS 1, 2, 3 AND 4 AND THE NORTH 41 FEET OF LOTS 5 AND 6 IN SAID BLOCK 4 AND NORTH OF A LINE DESCRIBED AS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 5 WHICH IS 1 FOOT 9 INCHES SOUTH OF THE SOUTH LINE OP LOT 7 IN WRIGHT'S SUBDIVISION AFORESAID AND RUNNING THENCE WEST TO A POINT IN THE WEST LINE OF SAID LOT 5 WHICH IS 1 FOOT 1 3/8 INCHES SOUTH THE SOUTH LINE OF LOT 7 AFORESAID, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 38. NORTH, RANGE 11, EAST OF. THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 14, 1866, IN BOOK 32 OP DEEDS, PAGE 48, AS DOCUMENT NUMBER 738, ALL IN DUPAGE COUNTY, ILLINOIS.

112-114 South Washington, LLC
c/oMidwest Property Group, Ltd.
520 West Erie Street, Suite 430E
Chicago, IL 60654

December 2, 2013

Mr. Sean Gascoigne
Village Planner
Department of Community Development
Village of Hinsdale
19 East Chicago Street
Hinsdale, IL 60521

Ref: Letter of Authorization - 112 S. Washington, Hinsdale.

Dear Mr Gascoigne,

112-114 South Washington, LLC, the owner of the above referenced property, is aware that our tenant ~~Mr. Peter Burdi~~, Viestro Restaurant, intends to submit an application to the Plan Commission for signage and awnings.

We have no objections to the installation of signage and awnings or to the Plan Commission Application.

Sincerely,
112-114 South Washington, LLC

Jay Jaffors
Managing Member

VILLAGE OF HINSDALE FOUNDED IN 1873

COMMUNITY DEVELOPMENT DEPARTMENT
EXTERIOR APPEARANCE AND SITE PLAN REVIEW CRITERIA

Address of proposed request: 112 S. Washington

REVIEW CRITERIA

Section 11-606 of the Hinsdale Zoning Code regulates Exterior appearance review. The exterior appearance review process is intended to protect, preserve, and enhance the character and architectural heritage and quality of the Village, to protect, preserve, and enhance property values, and to promote the health, safety, and welfare of the Village and its residents. Please note that Subsection Standards for building permits refers to Subsection 11-605E Standards and considerations for design permit review.
*****PLEASE NOTE*** If this is a non-residential property within 250 feet of a single-family residential district, additional notification requirements are necessary. Please contact the Village Planner for a description of the additional requirements.**

FEES for Exterior Appearance/Site Plan Review:
Standard Application: $600.00
Within 250 feet of a Single-Family Residential District: $800

Below are the criteria that will be used by the Plan Commission, Zoning and Public Safety Committee and Board of Trustees in reviewing Exterior Appearance Review requests. Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

1. *Open spaces.* The quality of the open space between buildings and in setback spaces between street and facades.
   N/A

2. *Materials.* The quality of materials and their relationship to those in existing adjacent structures.
   Exterior, water-repellent awning fabric is used to minimize dirt and stains. Similar exterior-grade material is used in adjacent awnings.

3. *General design.* The quality of the design in general and its relationship to the overall character of neighborhood.
   Standard scalloped valance design in cream and black is proposed. Design is similar to awning designs in the neighborhood and designed with colors coordinating with neighborhood facades and existing signage in the area.

1. The site plan fails to adequately meet specified standards required by the Zoning Code with respect to the proposed use or development, including special use standards where applicable.

   Proposed design meets minimum 8'-0" minimum awning height above grade, per zoning code 9-106.E.3.

2. The proposed site plan interferes with easements and rights-of-way.

   Proposed design does not obstruct access-ways, easements, or rights-of-way per zoning code.

3. The proposed site plan unreasonably destroys, damages, detrimentally modifies, or interferes with the enjoyment of significant natural, topographical, or physical features of the site.

   N/A

4. The proposed site plan is unreasonably injurious or detrimental to the use and enjoyment of surrounding property.

   N/A

5. The proposed site plan creates undue traffic congestion or hazards in the public streets, or the circulation elements of the proposed site plan unreasonably creates hazards to safety on or off site or disjointed, inefficient pedestrian or vehicular circulation paths on or off the site.

   N/A

6. The screening of the site does not provide adequate shielding from or for nearby uses.

   N/A

7. The proposed structures or landscaping are unreasonably lacking amenity in relation to, or are incompatible with, nearby structures and uses.

   N/A

8. In the case of site plans submitted in connection with an application for a special use permit, the proposed site plan makes inadequate provision for the creation or preservation of open space or for its continued maintenance.

   N/A

9. The proposed site plan creates unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned ordinance system serving the community.

   N/A

10. The proposed site plan places unwarranted or unreasonable burdens on specified utility systems serving the site or area or fails to fully and satisfactorily integrate the site's utilities into the overall existing and planned utility system serving the Village.

N/A

11. The proposed site plan does not provide for required public uses designated on the Official Map.

N/A

12. The proposed site plan otherwise adversely affects the public health, safety, or general welfare.

Proposed site plan and exterior changes meet applicable zoning codes and are not detrimental to public well-being.

VILLAGE OF HINSDALE

COMMUNITY DEVELOPMENT DEPARTMENT
19 East Chicago Avenue
Hinsdale, Illinois 60521-3489
630.789.7030

Application for Certificate of Zoning Compliance

You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.

Applicant's name: Glen Gardner

Owner's name (if different): Midwest Property Group

Property address: 112 S. Washington

Property legal description: [attach to this form]

Present zoning classification: B-2, Central Business District

Square footage of property: 3,960 SQ FT

Lot area per dwelling: N/A

Lot dimensions: 24' x 165'

Current use of property: Commercial

Proposed use:
- ☐ Single-family detached dwelling
- ☑ Other: No change- commercial restaurant use

Approval sought:
- ☐ Building Permit
- ☐ Special Use Permit
- ☑ Site Plan
- ☐ Design Review
- ☐ Other: Sign Permit
- ☐ Variation
- ☐ Planned Development
- ☑ Exterior Appearance

Brief description of request and proposal:

Sign permit and exterior site plan review for installation of a new awning.

Plans & Specifications: [submit with this form]

	Provided:	**Required by Code:**
Yards:		
front:	None	None
interior side(s)	None /	None /

	Provided:	Required by Code:
corner side	None	None
rear	None	None
Setbacks (businesses and offices):		
front:	None	None
interior side(s)	None	None
corner side	None	None
rear	None	None
others:	None	None
Ogden Ave. Center:	None	None
York Rd. Center:	None	None
Forest Preserve:	None	None
Building heights:		
principal building(s):	25'-0"	35'-0"
accessory building(s):	N/A	N/A
Maximum Elevations:		
principal building(s):	25'-0"	N/A
accessory building(s):	N/A	N/A
Dwelling unit size(s):	N/A	N/A
Total building coverage:	3398 SF	N/A
Total lot coverage:	85%	N/A
Floor area ratio:	1.12	2.5
Accessory building(s):	None	
Spacing between buildings:	[depict on attached plans]	
principal building(s):	0	
accessory building(s):	N/A	

Number of off-street parking spaces required: 0

Number of loading spaces required: 0

Statement of applicant:

I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By: Glen R Gardner
Applicant's signature

GLEN R GARDNER
Applicant's printed name

Dated: 5/31, 2014

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR SIGN PERMIT

Applicant

Name: GLEN GARDNER
Address: 112 S. Washington
City/Zip: Hinsdale, IL 60521
Phone/Fax: (312) 882-5662 /
E-Mail: ~~glengardner@gmail.com~~ glengardner@gmail.com
Contact Name: Glen Gardner

Contractor

Name: Max Interior
Address: 526 Queens Court
City/Zip: Schaumburg, IL 60193
Phone/Fax: (630) 802-3703 /
E-Mail: max@maxinterior.com
Contact Name: Max Lagowski

ADDRESS OF SIGN LOCATION:
ZONING DISTRICT: B-2 Central Business District
SIGN TYPE: Other
ILLUMINATION None

Sign Information:

Overall Size (Square Feet): 10 SQFT. (6" x 20'0")
Overall Height from Grade: 8'-0" Ft.
Proposed Colors (Maximum of Three Colors):
1. ~~Black~~ Charcoal
2. Cream
3. _____

Site Information:

Lot/Street Frontage: 24'-0"
Building/Tenant Frontage: 24'-0"
Existing Sign Information:
Business Name: N/A
Size of Sign: N/A Square Feet
Business Name: N/A
Size of Sign: N/A Square Feet

I hereby acknowledge that I have read this application and the attached instruction sheet and state that it is correct and agree to comply with all Village of Hinsdale Ordinances.

Signature of Applicant — Date 6/2/2014

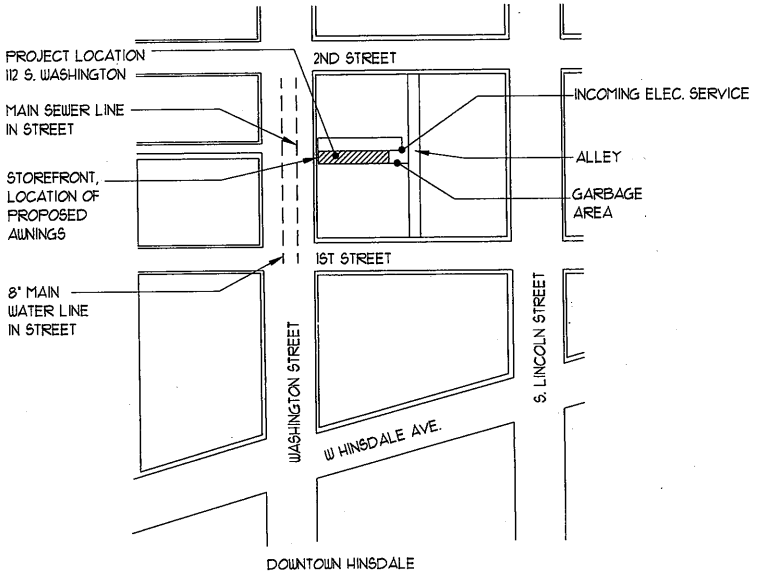
112-114 S. Washington LLC

Signature of Building Owner J Jagow, Manager — Date 5/20/2014

FOR OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE

Total square footage: 10 SQFT. x $4.00 = 40 (Minimum $75.00)

Plan Commission Approval Date: _____ Administrative Approval Date: _____



A SITE PLAN
NOT TO SCALE

ARCHITECT: PANTO-ULEMA INC. dba DEARBORN ARCHITECTS

dearborn architects

1006 S. MICHIGAN, SUITE 700
CHICAGO, IL 60605
P: 312-939-3838
F: 888-712-9370
PROFESSIONAL DESIGN FIRM #184-001977

PPG HINSDALE, LTD.
112 S. WASHINGTON STREET
HINSDALE, IL 60521
P: 312-882-5662
CONTACT: GLEN R. GARDNER

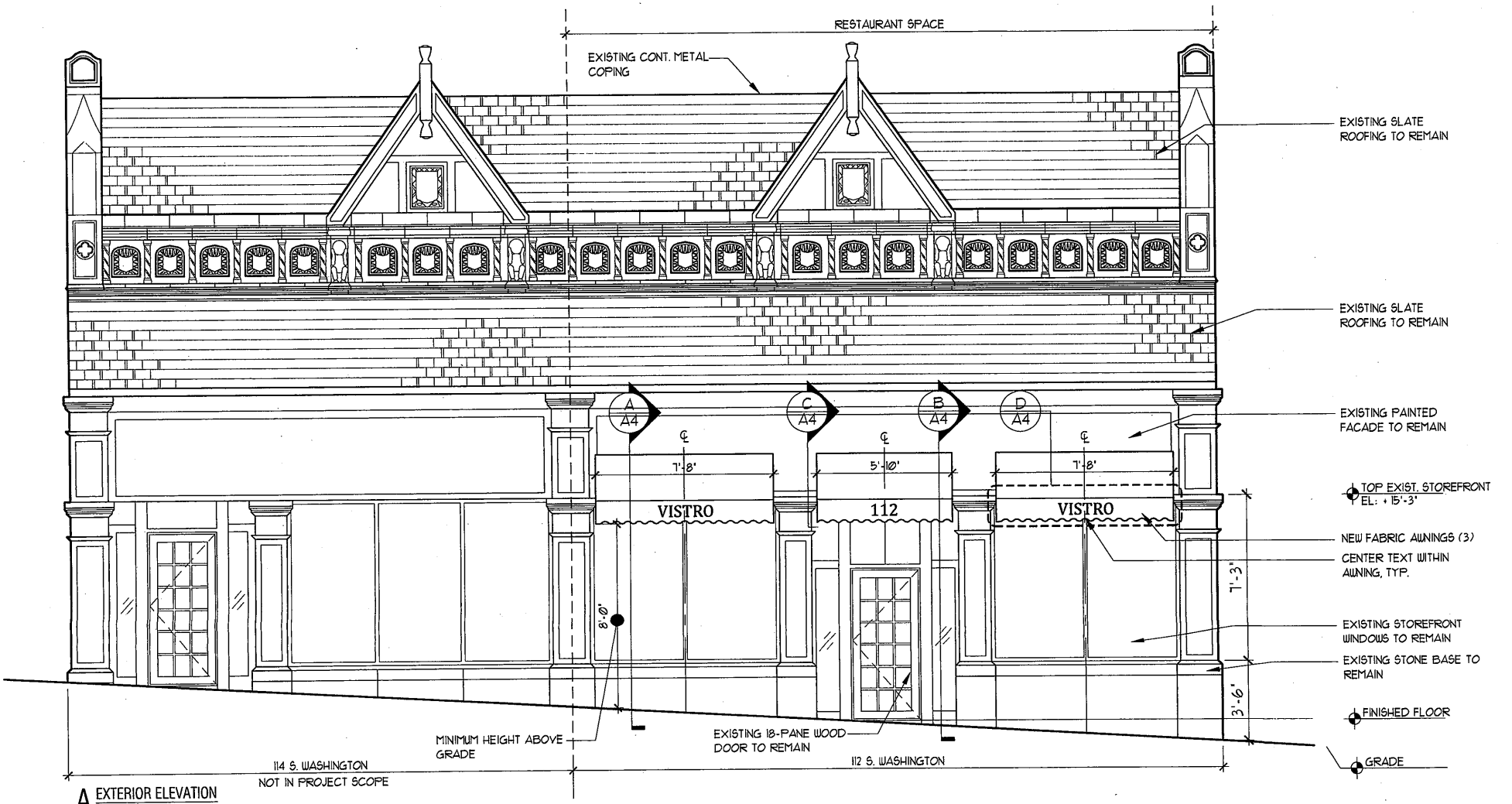
VISTRO

112 S. WASHINGTON HINSDALE, IL 60521

ISSUES		DATE
1	ISSUED FOR SIGN PERMIT	06/03/14
2	REISSUED FOR SIGN PERMIT	07/30/14

SITE PLAN

A1



A EXTERIOR ELEVATION
1/4"=1'-0"

ARCHITECT: PANTO-ULEMA INC. dba DEARBORN ARCHITECTS

dearborn architects

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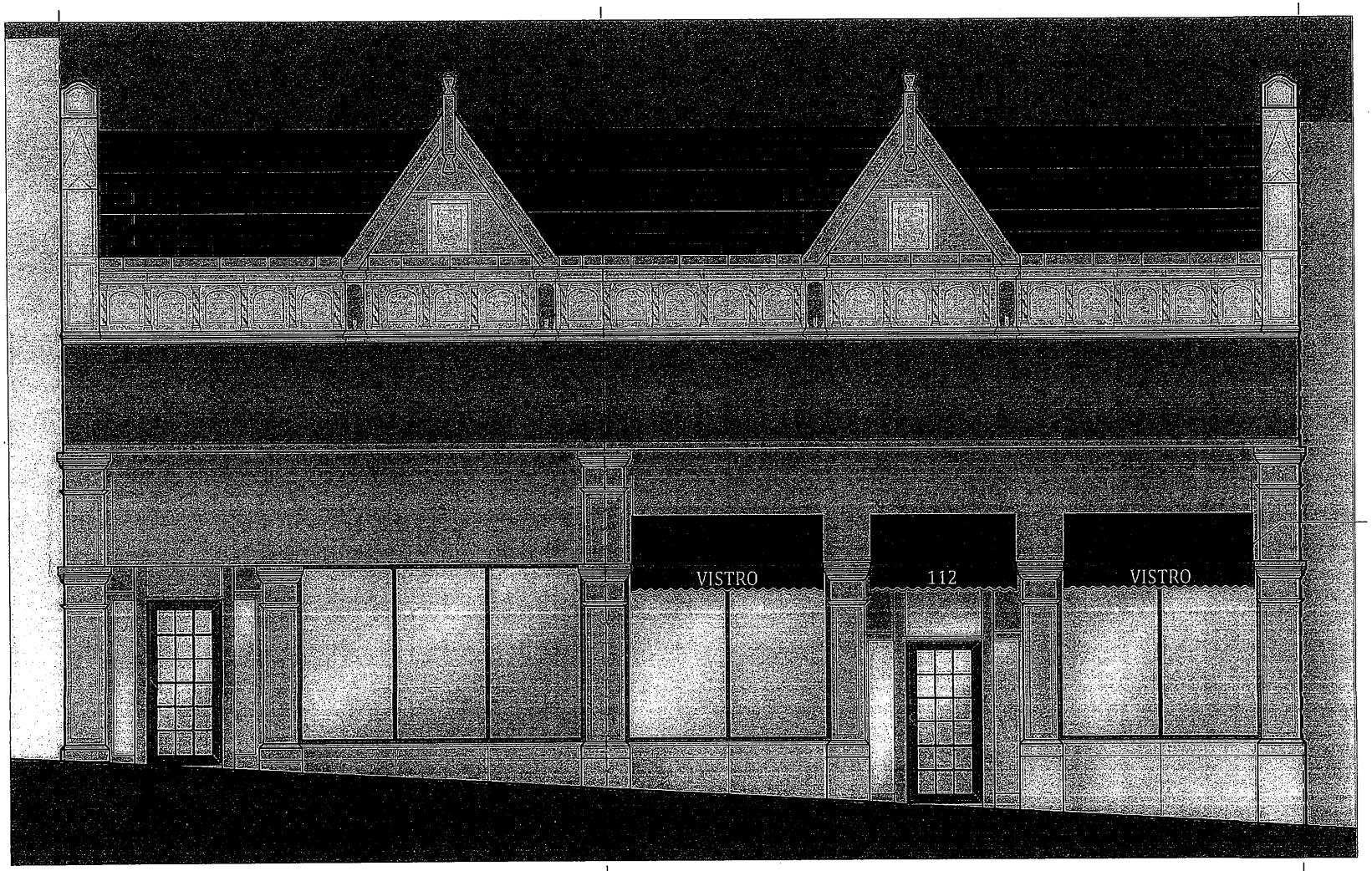
ISSUES		DATE
1	ISSUED FOR SIGN PERMIT	06/03/14
2	REISSUED FOR SIGN PERMIT	07/30/14

EXTERIOR ELEVATION

A2



A EXTERIOR ELEVATION
1/4"=1'-0"

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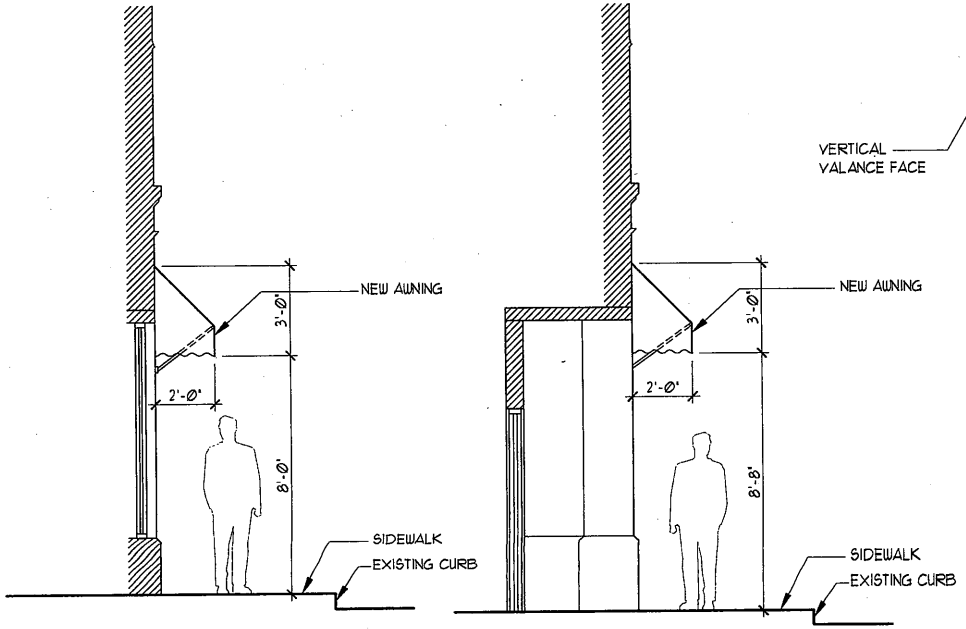
VISTRO

112 S. WASHINGTON HINSDALE, IL 60521

ISSUES		DATE
1	ISSUED FOR SIGN PERMIT	06/03/14
2	REISSUED FOR SIGN PERMIT	07/30/14

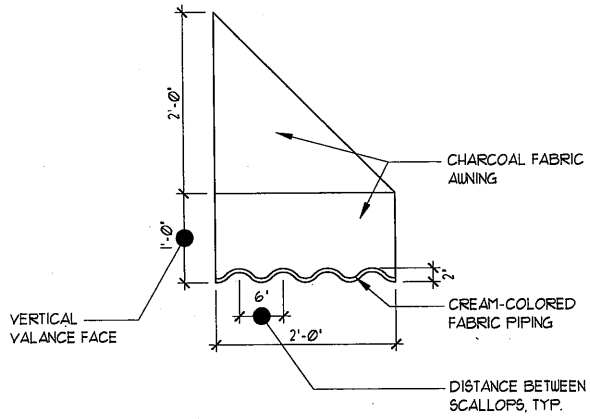
EXTERIOR ELEVATION

A3

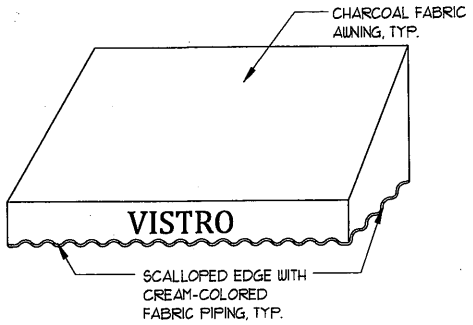


A SECTION AT AWNING OVER WINDOW
1/4"=1'-0"

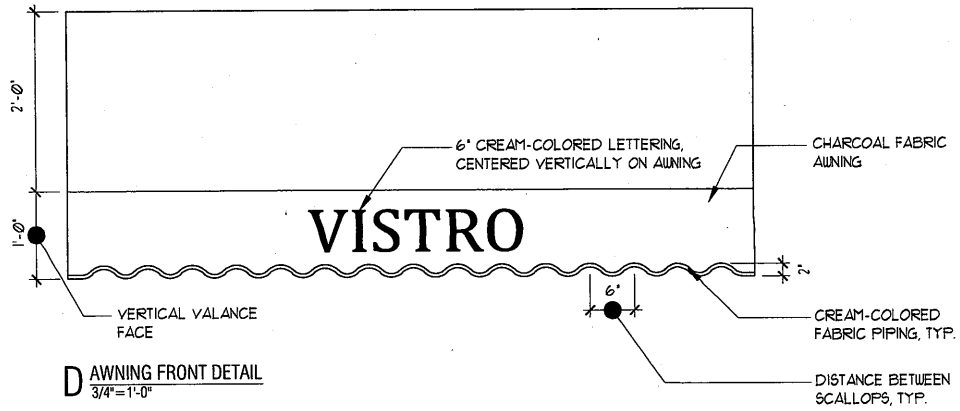
B SECTION AT AWNING OVER ENTRY DOOR
1/4"=1'-0"



C AWNING SIDE DETAIL
3/4"=1'-0"



E AWNING AXONOMETRIC
NOT TO SCALE



D AWNING FRONT DETAIL
3/4"=1'-0"

ARCHITECT: PANTO-ULEMA INC. dba DEARBORN ARCHITECTS

dearborn architects

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112 S. WASHINGTON HINSDALE, IL 60521

ISSUES		DATE
1	ISSUED FOR SIGN PERMIT	06/03/14
2	REISSUED FOR SIGN PERMIT	07/30/14

SECTIONS & SIGNAGE DETAILS

A4

8m

Memorandum

To: President Cauley and Village Trustees

From: Sean Gascoigne, Village Planner

Cc: Kathleen A. Gargano, Village Manager

Robb McGinnis, Director of Community Development/Building Commissioner

Date: September 16, 2014

Re: Request for Board Action for Case A-13-2014

Applicant: Shred415

Request: Special Use Permit for a Physical Fitness Facility at 230 E. Ogden Avenue

BACKGROUND

Application

The Village of Hinsdale has received an application from Peter Coules of Hinsdale, Illinois on behalf of Shred415 Hinsdale, LLC., requesting a special use permit authorizing a physical fitness facility at 230 E. Ogden Avenue. The Village Board may grant special use permits authorizing the development of uses listed as special uses in the regulations applicable to the district in which the subject property is located. Section 5-105C(11), states that physical fitness/personal training facilities are a special uses in the B-3.

Special Use Application

Process

The Village Code sets forth the process for which an application for special use is to filed and considered in Sections 11-602D. Applications for special use permits shall be filed in accordance with the requirements of Section 11-301 of Article XI. Due to the nature of the request, this application would require a public hearing. Section 11-303C requires the Village Manager to refer every application for which the Code requires a hearing to the Plan Commission, Zoning Board of Appeals or the Historic Preservation Commission, whichever is applicable no later than 60 days following the submission of the application. The applicant filed its submission on March 10, 2014.

Section 11-602E(1) establishes the standards for special uses and as such, should be considered for this application. In addition, Section 11-602E(3) identifies considerations that the Commission, Committee and Board may consider when reviewing the standards set forth in 11-602E(1).

Description of property and existing use

The site is located on the south side of Ogden Avenue, between York Street and Elm Street. The property is currently zoned B-3 which is a general business district intended to serve the Hinsdale suburban community with a full range of locally oriented business uses commonly located along established traffic routes.

Section 5-105C(11) provides that physical fitness/personal training facilities are a special uses in the B-3 District.

The surrounding zoning and land uses are as follows:
North: O-3, General Office District, R-5
East: B-3, General Business District
South: R-4, Single-Family Residential District
West: B-3, General Business District

Request

Shred415 is proposing a physical fitness/personal training facility at 230 E. Ogden Avenue. According to the applicant's submittal, the facility will consist of a 1,500 square foot workout studio, as well as men's and women's locker rooms, a children's play area, a receptionist's area, a general office and a utility room. The remainder of the main level, as well as the lower level, is occupied by Molecular Imaging while the upper level is vacant and according to the building owner, is being marketed towards medical office uses. In addition to the workout area, the application also indicates that 5-10% of the facility would be devoted to retail sales.

The hours of operation vary, but are generally 5 a.m. to 9 p.m., Monday through Friday and 6 a.m. to 5 p.m., Saturdays and Sundays. The application also indicates that the business will employ a total of 24-36 employees, but only 4-6 employees will be present at one time. A break-down of both the actual class times and an explanation of the employee structure, as well as other components of the business plan, can be found in the attached summary provided by the applicant.

Property History

A review of the zoning maps finds that the property has been zoned B-3 since at least 1989, however on June 16, 2009, the applicant successfully rezoned the rear parcel, containing the existing parking lot, from R-4, single-family residential to B-3, general business district, to match the zoning of the existing lot that the structure sits on.

Plan Commission Action

At the July 9, 2014 Plan Commission meeting the Commission reviewed the application submitted for 230 E. Ogden Avenue and recommended, on a 4-1 vote, approval of the requests for a special use permit to allow for a physical fitness/personal training facility, subject to the following conditions:

- The applicant, prior to the July 28, 2014 Zoning and Public Safety Committee (ZPS) meeting, contact the two adjacent single-family residences to confirm that they are aware of the request and more importantly, the proposed hours of operation.
- No classes will take place prior to 6 a.m.
- There will be no parking within 20 feet of a single-family structure during the hours of 6 a.m. and 8 a.m.
- The applicant, prior to the July 28th, 2014 ZPS Committee meeting, submit to staff a parking exhibit which identifies the specific parking spaces that will be unavailable during the hours of 6 a.m. and 8 a.m. This document shall be included as an exhibit to any approving ordinance.

Zoning and Public Safety Committee Action

At the Zoning and Public Safety meeting of July 28th, the applicant confirmed that per the request of the Plan Commission, they had reached out to the two properties immediately adjacent to the property and had their full support. They indicated that the neighbor's concerns were unrelated to the specific use, but rather the constant struggles they have had with the owner to replace the fence along the south property line. The applicant indicated that his clients were currently in conversations with the building owner but confirmed that whether it was the owner, his clients, or a combination of both, a new, solid, 8-foot privacy fence would be installed along the entire south property line, prior to his clients operation opening for business. On July 28th, 2014, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion, subject to the remaining conditions recommended by the Plan Commission and the installation of a new, solid, 8-foot privacy fence along the entire south property line.

Motion

Move that the Board of Trustees approve an "Ordinance Approving a Special Use Permit for a Personal Training/Fitness Facility, at the Property Located at 230 E. Ogden Avenue."

Attach:

Ordinance

Approved Findings and Recommendations

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SPECIAL USE PERMIT TO OPERATE A PHYSICAL FITNESS FACILITY IN THE B-3 GENERAL BUSINESS ZONING DISTRICT AT 230 E. OGDEN AVENUE

WHEREAS, an application seeking a special use permit to operate a physical fitness facility at 230 E. Ogden Avenue, Hinsdale, Illinois (the "Subject Property"), in the B-3 General Business Zoning District, was filed by Petitioner Shred415 Hinsdale, LLC (the "Applicant") with the Village of Hinsdale; and

WHEREAS, physical fitness facilities are permitted as special uses in the B-3 General Business Zoning District pursuant to Section 5-105(c)(11) of the Hinsdale Zoning Code ("Zoning Code"); and

WHEREAS, the Subject Property is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the application has been referred to the Plan Commission of the Village and has been processed in accordance with the Zoning Code, as amended; and

WHEREAS, on July 9, 2014, the Plan Commission held a public hearing on the application pursuant to notice thereof properly published in *The Hinsdalean* on June 19, 2014, in accordance with Illinois law, and, after considering all of the testimony and evidence presented at the public hearing, the Plan Commission recommended approval of the Application by a vote of four (4) in favor, one (1) against and two (2) absent, subject to certain conditions, all as set forth in the Plan Commission's Findings and Recommendation for Plan Commission Case No. A-13-2014 ("Findings and Recommendation"), a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the Zoning and Public Safety Committee of the Board of Trustees of the Village, at a public meeting on July 28, 2014, considered the application and the Findings and Recommendation of the Plan Commission and made its recommendation to the Board of Trustees. The Zoning and Public Safety Committee also confirmed that the Applicant had contacted the two adjacent single-family residences to confirm that they were aware of the request for the special use and the proposed hours of operation, as directed by the Plan Commission. The Zoning and Public Safety Committee also received and reviewed a parking exhibit submitted by the Applicant prior to the July 28 meeting, again as directed by the Plan Commission, identifying the specific parking

spaces that will be unavailable during the hours of 6:00 a.m. and 8:00 a.m. due to their proximity to adjacent single-family residential uses. A copy of the parking exhibit is attached hereto as **Exhibit C** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village have duly considered the Findings and Recommendation of the Plan Commission, recommendation of the Zoning and Public Safety Committee and all of the materials, facts and circumstances affecting the Application, and find that the Application, with the conditions specified below, satisfies the standards set forth in Section 11-602 of the Zoning Code relating to special use permits.

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

Section 1: Incorporation. The foregoing recitals are incorporated into this Section 1 by reference as findings of the President and Board of Trustees;

Section 2: Approval of Special Use for a Physical Fitness Facility. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and the Zoning Code, hereby approves a special use permit for a Physical Fitness Facility in the B-3 Central Business Zoning District on the Subject Property located at 230 E. Ogden Avenue, Hinsdale, Illinois, legally described in **Exhibit A**, subject to the following conditions:

1. No classes shall take place prior to 6:00 a.m. on any day;
2. There will be no parking within twenty (20) feet of a single-family structure prior to 8:00 a.m. on any day;
3. Conformance by Applicant and patrons with the parking exhibit identifying the specific parking spaces that will be unavailable prior to 8:00 a.m. on any day, a copy of which is attached hereto as **Exhibit C**.
4. Installation of a new, solid, 8-foot privacy fence along the entire south property line.

Section 3: Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or of any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

Section 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid

for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 5: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

PASSED this _____ day of _____ 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____ 2014.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:

By: _____

Its: _____

Date: _____, 2014

EXHIBIT A

LOT 22 AND THE NORTH HALF OF LOT 23 IN HINSDALE HIGHLANDS, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 8, 1922, AS DOCUMENT NO. 155000, IN DUPAGE COUNTY, ILLINOIS.

PINS: 09-01-209-004-0000 AND 09-01-209-014-0000

COMMONLY KNOWN AS: 230 E. OGDEN AVENUE, HINSDALE, ILLINOIS

EXHIBIT B

FINDINGS AND RECOMMENDATION
(ATTACHED)

HINSDALE PLAN COMMISSION

RE: Case A-13-2014 – 230 E. Ogden Avenue – Special Use Permit to Allow a Physical Fitness/Personal Training Facility.

DATE OF PLAN COMMISSION REVIEW: **July 9, 2014**

DATE OF COMMITTEE REVIEW: **July 28, 2014**

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. Peter Coules, representing Shred415, (the "applicant"), submitted an application to the Village of Hinsdale for the property located at 230 E. Ogden Avenue (the "subject property").

2. The subject property is located within the B-3, General Business District in which physical fitness and personal training facilities are special uses.

3. The applicant proposes to operate a 1,500 square foot physical fitness/personal training facility, with a retail component, on the main level of the subject property.

4. The applicant made a presentation and identified their other facilities around the Chicagoland area.

5. The applicant indicated that the intended class sizes would be anywhere from one-on-one instruction to classes of 26 and would be open from 5 a.m. to 9 p.m., Monday through Friday, as well as 6 a.m. to 5 p.m., Saturdays and Sundays.

6. While most Commissioners agreed that this was a great use for the Village in general, certain Commissioners expressed concerns with the 5 a.m. start time, identifying the main concern being noise produced by car doors and remote locking devices so early in the morning, given the proximity of the adjacent residential homes.

7. Other Commissioners acknowledged those concerns but also recognized the proximity to Ogden Avenue and identified other uses in the B-3 District that would have similar hours of operation, present similar concerns, and would be permitted as of right, without special uses.

8. As a result of the concerns, the applicant indicated that they would be willing to delay start times until 6 a.m. and would willing to place additional parking restrictions on available parking for those members attending classes between 6 a.m. and 8 a.m.

9. While the applicant confirmed they had sent out the required notifications to everyone within 250 feet of the subject property, certain Commissioners also expressed an interest in having the applicant again reach out to the two homes immediately adjacent to the parking lot again, to make certain they were fully aware of the proposal.

10. Given the applicant's willingness to acknowledge and agree to the conditions set forth in discussions, the Plan Commission generally finds that the Application, as a whole, satisfies the standards in Section 11-602 of the Zoning Code applicable to approval of a special use permit. Among the evidence relied upon by the Plan Commission was the testimony given by the applicant, as well as the applications and various plans submitted and considered for the June 9th, Plan Commission meeting.

II. RECOMMENDATION

The Village of Hinsdale Plan Commission, by a vote of 4 "Ayes," 1 "Nay," and 2 "Absent" recommends that the President and Board of Trustees approve the Application for a Special Use permit to allow a personal training/fitness facility at 230 E. Ogden Avenue, subject to the following conditions:

- The applicant, prior to the July 28, 2014 Zoning and Public Safety Committee (ZPS) meeting, contact the two adjacent single-family residences to confirm that they are aware of the request and more importantly, the proposed hours of operation.
- No classes will take place prior to 6 a.m.
- There will be no parking within 20 feet of a single-family structure during the hours of 6 a.m. and 8 a.m.
- The applicant, prior to the July 28th, 2014 ZPS, submit to staff a parking exhibit which identifies the specific parking spaces that will be unavailable during the hours of 6 a.m. and 8 a.m. This document shall be included as an exhibit to any approving ordinance.

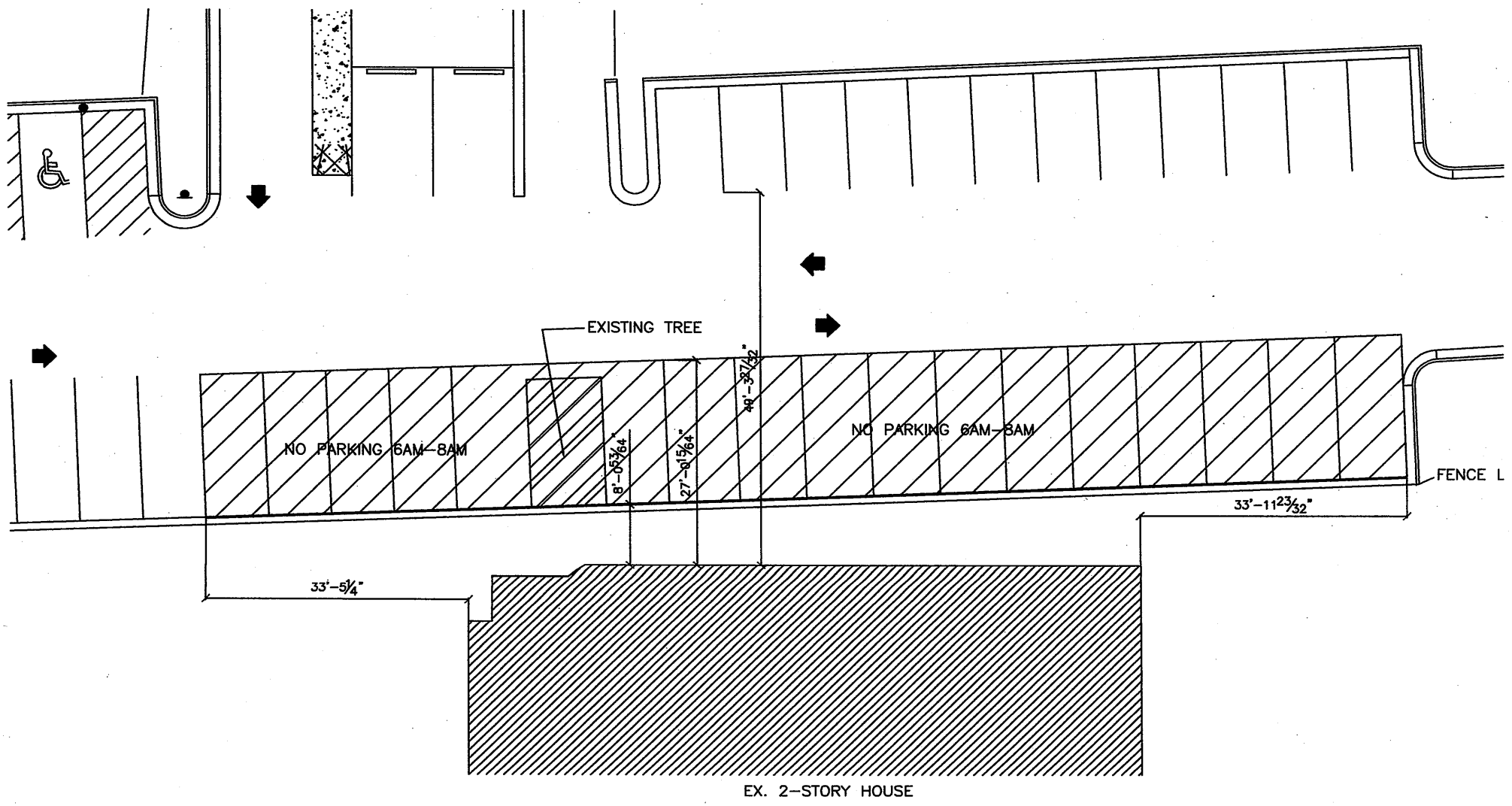
THE HINSDALE PLAN COMMISSION

By: _____
Chairman

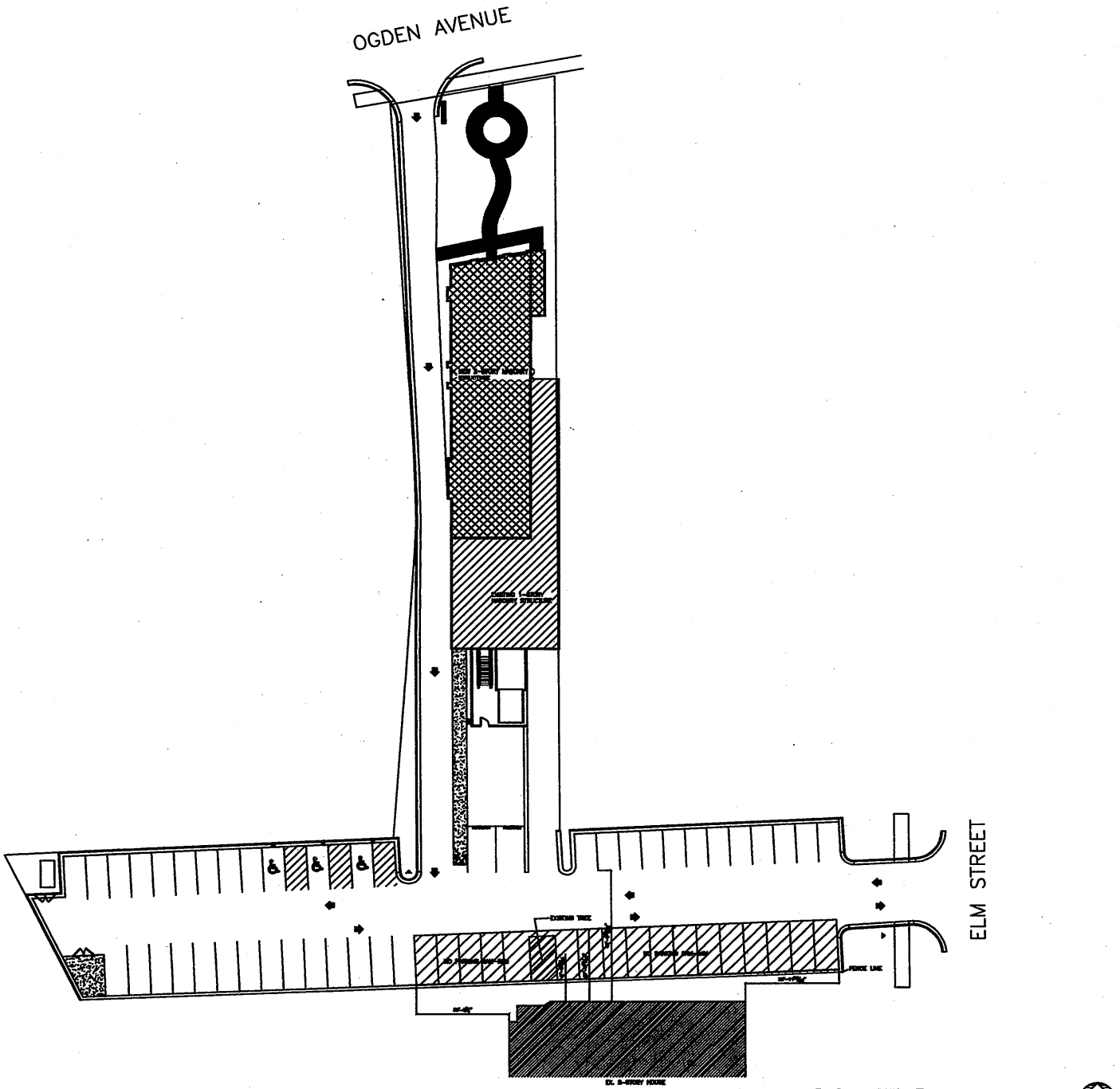
Dated this 10th day of Sept., 2014.

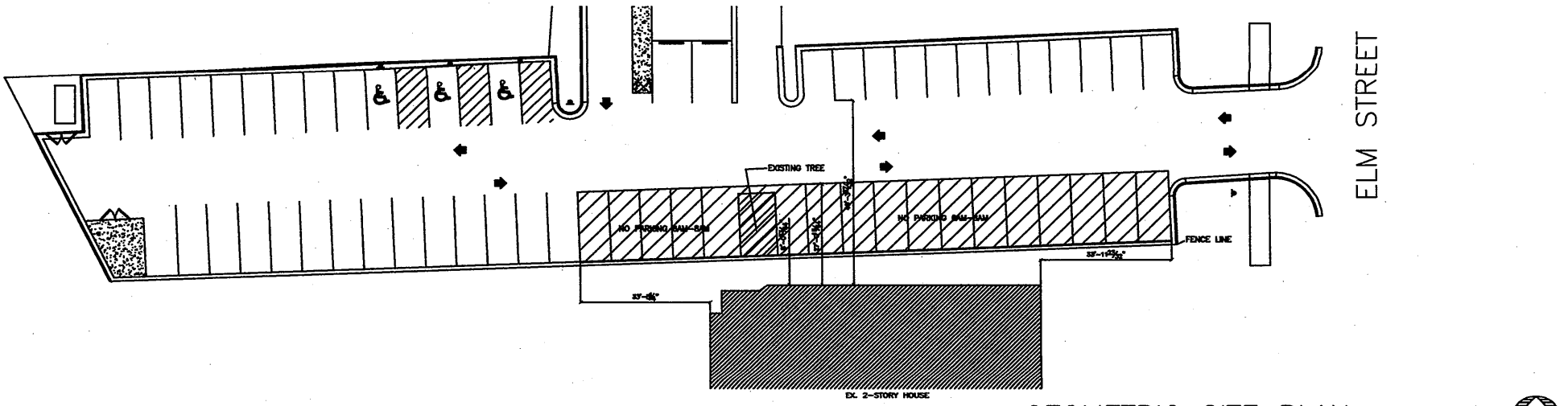
EXHIBIT C

PARKING EXHIBIT
(ATTACHED)


EXISTING TREE
NO PARKING 6AM–8AM
NO PARKING 6AM–8AM
8'–0 53/64"
27'–9 15/64"
40'–3 7/32"
33'–11 23/32"
33'–5 1/4"
FENCE L
EX. 2–STORY HOUSE

GEOMETRIC S


OGDEN AVENUE
ELM STREET
GEOMETRIC SITE PLAN
NORTH



GEOMETRIC SITE PLAN

NORTH

Sean Gascoigne

From: Nancy Fong <nancyfong@comcast.net>
Sent: Friday, July 18, 2014 11:25 AM
To: peter@donatellicoules.com
Cc: Sean Gascoigne
Subject: Re: Shred-415 Hinsdale LLC

Hi Peter,

My husband makes a good point I didn't address below. There is potential liability that when we have bad weather that the fence could fall over on cars that are parked along the fence. Another reason to have the fence replaced. Thanks.

Nancy

From: "Nancy Fong" <nancyfong@comcast.net>
To: peter@donatellicoules.com
Cc: sgascoigne@villageofhinsdale.org
Sent: Friday, July 18, 2014 11:16:04 AM
Subject: Shred-415 Hinsdale LLC

Hi Peter,

It was a pleasure talking with you regarding Shred 415 Hinsdale. We look forward to meeting our new neighbors, Shred 415.

As discussed, we are concerned about the fence that separates our property and the commerical parking lot that the Shred 415 and their clients will be using. We bought the residential parcel in 2001 with the existing fence already in place. The fence was not new when we bought the property so it is over 13 years old. The fence is owned and maintained by the owners of 230 E. Ogden.

Here are some of our concerns:

- Because the fence is old, we have had many issues with the fence being broken when there is bad weather or when Land Rover had their overflow cars a couple of years ago. The drivers for the Land Rover cars would hit the fence and sections of the fence would fall. Our concern is that with over 30 cars that could park along the fence, there is a high potential that the fence would be broken.

- The landlord has not been responsive to fix the fence right away. The Village Code Enforcer had to threaten to fine the Owner before the Owner will get the fence fixed. The last couple of times, the response time from the time the fence went down to the time it was fixed was over a month. When it was finally fixed, we had a bad storm and the same section went down again in two days. It took another month to have the fence fixed again - a total of over two months for the same fence section to be fixed. My husband was called the Code

Enforcement at the Village of Hinsdale on a weekly basis and it wasn't until she threatened to fine the Owner that someone came out.

- The fence is old and not well maintained. This will be the fence that clients of Shred 415 will be seeing when they park in the parking lot. Please see attached pictures. If Shred 415 say that they want the best physical facility in Hinsdale, shouldn't that include where their clients park?

- We have two small kids and a puppy and we do not want there to be any potential liability of the fence going down when they are outside playing.

If your clients plan on being in the Hinsale facility for the long term, I would recommend that they require a new fence. It will save us all future problems especially since the fence has clearly reached its useful life and would also add value to the Landlord's investment. If a new fence it put up, our only request would be that it be a privacy fence.

We look forward to meeting you and Shred 415 at the Village Zoning meeting on July 28. Thanks.

Nancy Fong-Breyer & Dave Breyer

DONATELLI & COULES, LTD.

ATTORNEYS AT LAW

15 SALT CREEK LANE, SUITE 312
HINSDALE, ILLINOIS 60521

MARK R. DONATELLI *
PETER COULES, JR.

TELEPHONE (630) 920-0406
FACSIMILE (630) 920-1338

*Certified Public Accountant

July 11, 2014

Joshua Frank and Carol Frank
805 N. Elm Street
Hinsdale, IL 60521

Re: Shred- 415 Hinsdale LLC
Application for Special Use Permit to Allow a Physical Fitness Facility at 230 East Ogden Avenue.

Dear Mr and Mrs. Frank:

As you may recall, I represent Shred 415 Hinsdale LLC. I sent you notice, via certified mail, on June 18, 2014 regarding a Public Hearing on the above before the Village of Hinsdale Plan Commission on July 9, 2014. The Public Hearing was held, and with consent of Shred 415 Hinsdale LLC, I agreed to send you this correspondence. I can meet with you at my office (just a few blocks from your house) next week, or the week after to discuss any concerns you may have with my clients' request.

Shred- 415 Hinsdale LLC, will operate a boutique fitness studio offering group classes at the proposed location. The Hinsdale facility will be the sixth opened by the Owners. They are a great neighbor at all facilities and will continue to be one here. The Plan Commission recommended approval of the "Special Use to Operate a Physical Fitness Facility" with the following conditions agreed to (by Shred- 415):

1) The hours of operation will be from 6:00 a.m. to 9:00 p.m., Monday through Friday and 6:00 a.m. to 5:00 p.m. Saturday And Sunday; and
2) That any parking spot within twenty (20) feet of a residential structure shall be restricted (No Parking) between 6:00 a.m. and 8:00 a.m. Also that the restriction will be marked with signage or other restrictions required by the Village.

Enclosed please find a map of the parking and the spots marked in blue will be the restricted spots. The number of people per class is a maximum of twenty-six (26) and each client will also be reminded of the parking restriction when they receive confirmation for any class scheduled during the restricted parking times.

The Owners are dedicated to running the best physical facility in Hinsdale and have been featured in *Crains*, *Vogue*, *Chicago Magazine*, by Maria Shriver, and Fox News. This week they were chosen as one of the top ten (10) entrepreneurs of 2014. The facility has been designed by an architect and engineer to insure that no sound emits from the facility. They are requesting no variances, as the Property is zoned B-3, and the building meets all parking requirements.

As stated, my clients will be great neighbors and I look forward to hearing from you (via telephone, email, or call my office to set up a meeting). This is a great use for the property and my clients are looking forward to hopefully opening at this site. They will be before the Zoning and Public Safety Committee, of the Village Board of Trustees, on July 28, 2014 at 7:30 p.m. Also, if you have any questions for the Village of Hinsdale, please contact Sean Gascoigne, Village Planner, at 630-789-7035.

Very truly yours,
DONATELLI & COULES, LTD.

Peter Coules, Jr.

CC: Matt Micheli, Shred 415 Hinsdale LLC
Sean Gascoigne, Village of Hinsdale Planner

PC/sam
Enclosures

DONATELLI & COULES, LTD.

ATTORNEYS AT LAW

15 SALT CREEK LANE, SUITE 312
HINSDALE, ILLINOIS 60521

MARK R. DONATELLI *
PETER COULES, JR.

*Certified Public Accountant

TELEPHONE (630) 920-0406
FACSIMILE (630) 920-1338

July 11, 2014

Nancy Fong
804 Elm Street
Hinsdale, IL 60521

Re: Shred- 415 Hinsdale LLC
Application for Special Use Permit to Allow a Physical Fitness Facility at 230 East Ogden Avenue.

Dear Ms. Fong:

As you may recall, I represent Shred 415 Hinsdale LLC. I sent you notice, via certified mail, on June 18, 2014 regarding a Public Hearing on the above before the Village of Hinsdale Plan Commission on July 9, 2014. The Public Hearing was held, and with consent of Shred 415 Hinsdale LLC, I agreed to send you this correspondence. I can meet with you at my office (just a few blocks from your house) next week, or the week after to discuss any concerns you may have with my clients' request.

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Very truly yours,
DONATELLI & COULES, LTD.

Peter Coules, Jr.

CC: Matt Micheli, Shred 415 Hinsdale LLC
Sean Gascoigne, Village of Hinsdale Planner

PC/sam
Enclosures

Main St

SHRED415
REACH YOUR MAX

June 20, 2014

Village of Hinsdale
Attn: Sean Gascoigne, Village Planner
19 E. Chicago Ave.
Hinsdale, IL 60521

Re: Shred415 Hinsdale LLC, Application for Special Use for a Physical Fitness Facility, 230 E. Ogden Ave.

Dear Mr. Gascoigne:

Since Shred415 opened its doors more than 3 years ago, it has been Chicago's most effective total body workout. Shred415 is a group fitness class offering high intensity interval training that alternates between treadmill work and strength exercises. Clients can burn between 500 - 1200 calories per class and achieve amazing results in short periods of time. Shred415 is designed and taught for all fitness levels.

The Hinsdale facility will have a maximum class size of 26 clients per class. The studio will be run by a manager and assistant manager. During class times, the studio will be staffed by 4-6 people, comprised of the manager and/or assistant manager, a front desk clerk, a childcare provider, an instructor and one or two cleaning staff. In total, the studio will have approximately 4-6 full time employees and 10-15 part time employees and 10-15 instructors.

Standard classes are 60 minutes with a 15-minute break between consecutive classes (the 5:00 a.m. class is 45 minutes in length). Once the studio is fully operational, class times will be as follows:

- Monday through Friday: 5:00 a.m., 6:00 a.m., 7:15 a.m., 8:30 a.m., 9:45 a.m., 11:00 a.m., 12:15p.m., 4:15 p.m., 5:30 p.m., 6:45 p.m. and depending on demand, we offer 8p.m. class on certain evenings.

- Saturday: 6:00 a.m., 7:15 a.m., 8:30 a.m., 9:45 a.m., 11:00 a.m., 12:15 p.m. and 4:15 p.m.

- Sunday: 7:15 a.m., 8:30 a.m., 9:45 a.m., 11:00 a.m., 12:15 p.m. and 4:15 p.m..

Shred415 also offers childcare for parents that remain on the premises to take a Shred415 class. Childcare services are offered during select class times based on demand, including, the 8:30 a.m., 9:45 a.m., 11:00 a.m., 12:00 p.m. and 4:15 p.m. class times. The childcare is staffed

by at least one dedicated childcare supervisor. Typically there are 1 to 4 children ranging in age from toddlers to seven years old. The room in which the childcare services are provided is fully equipped with age appropriate furniture, toys and learning materials.

The Shred415 studio will also offer select retail goods for sale. In terms of Shred415's retail operations, approximately 5-10% of the facility will be devoted to retail sales.

Shred415 attracts a high-end clientele that can create vibrancy to surrounding businesses. Approximately, 55% of clients will attend Shred415 classes on an average of 3-5 times per week. The following information about our client's consumer habits before and after Shred415 classes is based on a survey of a cross-section of our clients: (i) 82% of Shredders stop at the grocery store on their way to/from Shred415; (ii) 67% of Shredders go to a Starbucks or other coffee shop after their workout; (iii) 33% of Shred415 clients will lunch with friends after class; (iv) 59% of Shredders bring their children to Shred415's Kids' Corner and frequent kid friendly businesses after Shred415.

Bonnie Micheli and Tracy Roemer
Co-Founders of Shred415

VILLAGE OF HINSDALE FOUNDED IN 1873

COMMUNITY DEVELOPMENT DEPARTMENT

SPECIAL USE PERMIT CRITERIA

Must be accompanied by completed Plan Commission Application

Address of proposed request: 230 East Ogden Avenue, Hinsdale, IL 60521

Proposed Special Use request: A physical fitness facility (7791) on a B-3 zoned property

Is this a Special Use for a Planned Development? (X) **No** ( ) **Yes** (If so this submittal also requires a *completed* Planned Development Application)

REVIEW CRITERIA

Section 11-602 of the Hinsdale Zoning Code regulates Special use permits. Standard for Special Use Permits: In determining whether a proposed special use permit should be granted or denied the Board of Trustees should be guided by the principle that its power to amend this Code is not an arbitrary one but one that may be exercised only when the public good demands or requires the amendment to be made. In considering whether that principle is satisfied in any particular case, the Plan Commission and Board of Trustees should weigh, among other factors, the below criteria Please respond to each criterion as it relates to the application. Please use an additional sheet of paper to respond to questions if needed.

FEES for a Special Use Permit: $1,225 (must be submitted with application)

1. *Code and Plan Purposes.* The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established.

   The use is an allowable use in the B-3 Zoning District, as a Special Use. The B-3 District is a general business district that is intended to serve the Hinsdale suburban community with a full range of locally oriented business uses commonly located along established traffic routes. Shred415 Hinsdale, a fitness studio on Ogden Avenue, meets this criteria.

2. *No Undue Adverse Impact.* The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.

   A fitness studio located on Ogden Avenue is a relatively low intensity of use for the property, and will therefore not have an adverse impact on the adjacent properties nor on the public health, safety, or general welfare of the area (see attached plan for space, as it shows there is no outside use for the property except for parking spaces).

3. *No Interference with Surrounding Development.* The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations

   The work out studio will be sound proof so as not to disturb the other tenants in the building located above, below and to the south of Shred415 Hinsdale's space. It will not interfere in any way with the use and development of the neighboring property.

4. *Adequate Public Facilities.* The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

   No changes to any public facilities are necessary. The use of the property as a fitness studio has no negative impact on any public services.

5. *No Traffic Congestion.* The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through residential streets.

   The property will be utilizing Ogden Avenue for access and will therefore cause no congestion on residential streets.

6. *No Destruction of Significant Features.* The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

   There will be no impact or destruction of significant features, as the only work performed to the property will be inside the existing structure.

7. *Compliance with Standards.* The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

   That is a correct statement.

8. *Special standards for specified special uses.* When the district regulations authorizing any special use in a particular district impose special standards to be met by such use in such district.

   This is not applicable as there are no standards regarding the adaptation of the existing empty space into a fitness studio. Shred415 Hinsdale will be a first class fitness studio. They currently exist with three other facilities located in Chicago and Northfield.

9. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission shall consider the following:

Public benefit. Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

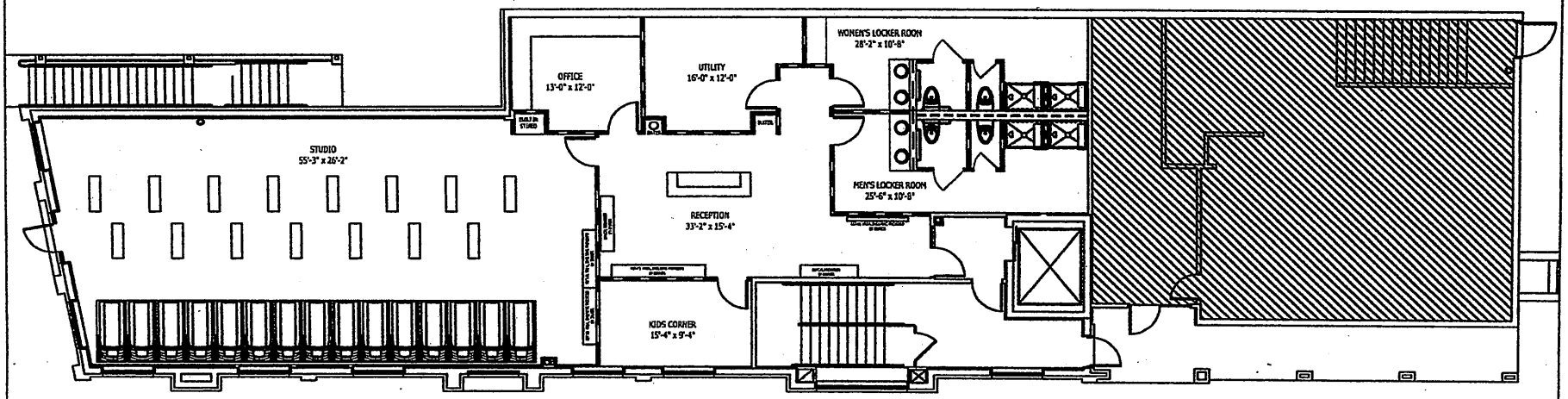
A fitness studio along Ogden Avenue is convenient for users, will not impact residential areas, and will lead Clients of the fitness studio to utilize other businesses along Ogden Avenue and York Road in Hinsdale.

Alternate locations. Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site.

Being along Ogden Avenue and in the B- 3 Zoned Property, this is the best location for a fitness studio. Further, the subject property has plenty of on-site parking for the requested use.

Mitigation of adverse impacts. Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

The design of the fitness studio is well thought out in that the studio is the furthest point form any Residential Structure and the studio will also be sound proof.



TECHNO LTD.

ARCHITECTURE • INTERIOR DESIGN • FACILITY MANAGEMENT
67 EAST MADISON STREET, SUITE 1405
CHICAGO, ILLINOIS 60603
TELEPHONE 312.920.0060. FAX 312.920.0061

SHRED
HINSDALE, IL

SHEET TITLE:
SPACE PLAN

JOB NO.:	DATE:	SCALE:
	12.04.13	NTS
DRAWN BY: SD		

First American Title Insurance Company

FRED BUCHOLZ
DUPAGE COUNTY RECORDER
DEC.06,2007 RH8P 11:33 AM
DEED 09-01-209-004
003 PAGES R2007-215579

WARRANTY DEED
ILLINOIS STATUTORY
Individual

1713393
FIRST AMERICAN TITLE
ORDER # 1713393

THE GRANTOR(S) Santo Albanese, of the City of Hinsdale, County of , State of IL for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEY(S) and WARRANT(S) to230 East Ogden, LLC , an Illinois Limited Liability Corporation of 230 E. Ogden Ave., Hinsdale, IL of the County of , all interest in the following described Real Estate situated in the County of DuPage in the State of IL, to wit:

See Exhibit "A" attached hereto and made a part hereof

THIS IS NOT HOMESTEAD PROPERTY

SUBJECT TO:

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Real Estate Index Number(s): 09-01-209-014-0000, 09-01-209-004-0000
Address(es) of Real Estate: 230 E. Ogden Ave, . Hinsdale, IL

Dated this 26th day of November , 20 07 .

Santo Albanese

1653.75

STATE OF ILLINOIS
DEC.-6.07
DUPAGE COUNTY
STATE & COUNTY TAX
0000078746

REAL ESTATE TRANSFER TAX
01653.75
FP326681

Order: Non-Order Search Doc: DUPG:2007 215579 Page 1 of 3 Created By: dstaben Printed: 3/5/2014 7:40:32 AM CST

STATE OF ILLINOIS. COUNTY OF DuPage ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Santo Albanese, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 26th day of November, 20 07.

OFFICIAL SEAL
ERNEST J MAURIZI
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/18/09

(Notary Public)

Prepared by:
Ernest J. Maurizi, Jr.
Law Office of Ernest J. Maurizi
1025 Ogden Ave Suite 205
Lisle, IL 60565

Mail to:
Paul Chawla
15 Spinning Wheel Road, Suite 126
Hinsdale, IL 60521

Name and Address of Taxpayer:
230 E. Ogden, LLC
945 S. Vine
Hinsdale, IL 60521

FRED BUCHOLZ R2007-215579 DUPAGE COUNTY RECORDER

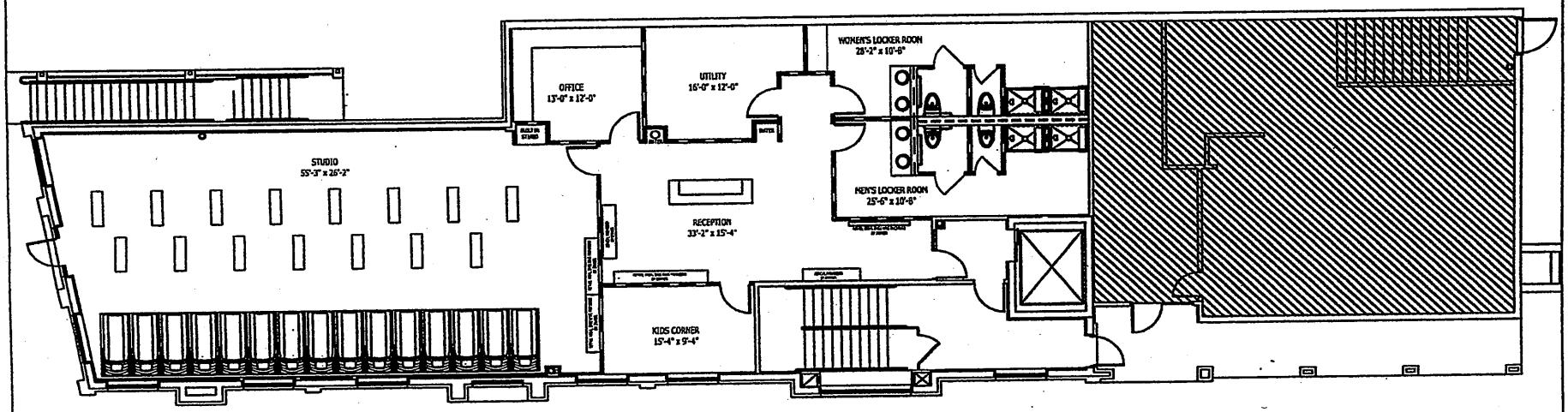
Exhibit "A" – Legal Description

Lot 22 and the North half of Lot 23 in Hinsdale Highlands, being a subdivision of part of the Northeast quarter of Section 1, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded April 8, 1922 as document No. ~~15000~~, in DuPage County, Illinois

155000

FRED BUCHOLZ R2007-215579 DUPAGE COUNTY RECORDER

Order: Non-Order Search Doc: DUPG:2007 215579 Page 3 of 3 Created By: dstaben Printed: 3/5/2014 7:40:32 AM CST



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SHRED
HINSDALE, IL

SHEET TITLE:
SPACE PLAN

JOB NO.:	DATE:	SCALE:
	12.04.13	NTS
DRAWN BY: SD		

VILLAGE OF HINSDALE FOUNDED IN 1873

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: Shred415 Hinsdale, LLC
Address: 230 E Ogden Avenue, First Floor
City/Zip: Hinsdale, IL 60521
Phone/Fax: (773) 230-5336 / (312) 583-2508
E-Mail: matt@shred415.com

Owner

Name: 230 East Ogden, LLC
Address: 945 South Vine Street
City/Zip: Hinsdale, IL 60521
Phone/Fax: (630) 258-2384 /
E-Mail: RAJ@phsol.com

Others, if any, involved in the project (i.e. Architect, Attorney, Engineer)

Name: Peter Coules, Jr.
Title: Attorney
Address: 15 Salt Creek Lane, Suite 312
City/Zip: Hinsdale, IL 60521
Phone/Fax: (630) 920 - 0406 / 630 920 1338
E-Mail: peter@donatellicoules.com

Name: Jeff Leven, Techno Ltd.
Title: Architect
Address: 67 E. Madison Ste 1405
City/Zip: Chicago, IL 60603
Phone/Fax: (312) 920-0600 / (312) 920 0061
E-Mail: jeff1@technoltd.com

Disclosure of Village Personnel: (List the name, address and Village position of any officer or employee of the Village with an interest in the owner of record, the Applicant or the property that is the subject of this application, and the nature and extent of that interest)

1) None
2) _____
3) _____

II. SITE INFORMATION

Address of subject property: 230 E. Ogden Avenue, First Floor, Hinsdale, IL 60521

Property identification number (P.I.N. or tax number): 09 - 01 - 20 - 9033

Brief description of proposed project: operation of a physical fitness studio

General description or characteristics of the site: Present building is a conforming B-3 property

Existing zoning and land use: B - 3

Surrounding zoning and existing land uses:

North: 0 - 3

South: R - 4 and B - 1

East: B - 3

West: B - 3

Proposed zoning and land use: B - 3 with a special use of a physical fitness facility

Please mark the approval(s) you are seeking and attach all applicable applications and standards for each approval requested:

- ☐ Site Plan Approval 11-604
- ☐ Design Review Permit 11-605E
- ☐ Exterior Appearance 11-606E
- ■ Special Use Permit 11-602E
  Special Use Requested: Physical Fitness Facility (7991)
- ☐ Map and Text Amendments 11-601E
  Amendment Requested:
- ☐ Planned Development 11-603E
- ☐ Development in the B-2 Central Business District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 230 East Ogden Avenue, Hinsdale, IL 60521

The following table is based on the B-3 Zoning District.

	Minimum Code Requirements			Proposed/Existing Development
	B-1	B-2	B-3	N/A
Minimum Lot Area	6,250	2,500	6,250	N/A
Minimum Lot Depth	125'	125'	125'	N/A
Minimum Lot Width	50'	20'	50'	N/A
Building Height	30'	30'	30'	N/A
Number of Stories	2	2	2	N/A
Front Yard Setback	25'	0'	25'	N/A
Corner Side Yard Setback	25'	0'	25'	N/A
Interior Side Yard Setback	10'	0'	10'	N/A
Rear Yard Setback	20'	20'	20'	N/A
Maximum Floor Area Ratio (F.A.R.)*	.35	2.5	.50	N/A
Maximum Total Building Coverage*	N/A	80%	N/A	N/A
Maximum Total Lot Coverage*	90%	100%	90%	N/A
Parking Requirements				
Parking front yard setback				N/A
Parking corner side yard setback				N/A
Parking interior side yard setback				N/A
Parking rear yard setback				N/A
Loading Requirements				N/A
Accessory Structure Information (height)	15'	15'	15'	N/A

* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: None.

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

A. The statements contained in this application are true and correct to the best of the Applicant's knowledge and belief. The owner of the subject property, if different from the applicant, states that he or she consents to the filing of this application and that all information contained in this application is true and correct to the best of his or her knowledge.

B. The applicant understands that an incomplete or nonconforming application will not be considered. In addition, the applicant understands that the Village may require additional information prior to the consideration of this application which may include, but is not limited to, the following items:

1. Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
2. A vehicular and pedestrian circulation plan showing the location, dimensions, gradient, and number of all vehicular and pedestrian circulation elements including rights-of-way and streets; driveway entrances, curbs, and curb cuts; parking spaces, loading spaces, and circulation aisles; sidewalks, walkways, and pathways; and total lot coverage of all circulation elements divided as between vehicular and pedestrian ways.
3. All existing and proposed surface and subsurface drainage and retention and detention facilities and all existing and proposed water, sewer, gas, electric, telephone, and cable communications lines and easements and all other utility facilities.
4. Location, size, and arrangement of all outdoor signs and lighting.
5. Location and height of fences or screen plantings and the type or kink of building materials or plantings used for fencing or screening.
6. A detailed landscaping plan, showing location, size, and species of all trees, shrubs, and other plant material.
7. A traffic study if required by the Village Manager or the Board or Commission hearing the application.

C. The Applicants shall make the property that is the subject of this application available for inspection by the Village at reasonable times;

D. If any information provided in this application changes or becomes incomplete or inapplicable for any reason following submission of this application, the Applicants shall submit a supplemental application or other acceptable written statement containing the new or corrected information as soon as practicable but not less than ten days following the change, and that failure to do so shall be grounds for denial of the application; and

E. The Applicant understands that he/she is responsible for all application fees and any other fees, which the Village assesses under the provisions of Subsection 11-301D of the Village of Hinsdale Zoning Code as amended April 25, 1989.

F. THE OWNER OF THE SUBJECT PROPERTY AND, IF DIFFERENT, THE APPLICANT ARE JOINTLY AND SEVERALLY LIABLE FOR THE PAYMENT OF THE APPLICABLE APPLICATION FEE. BY SIGNING THE APPLICATION, THE OWNER HAS AGREED TO PAY SAID FEE, AND TO CONSENT TO THE FILING AND FORECLOSURE OF A LIEN AGAINST SUBJECT PROPERTY FOR THE FEE PLUS COSTS OF COLLECTION, IF THE ACCOUNT IS NOT SETTLED WITHIN THIRTY (30) DAYS AFTER THE MAILING OF A DEMAND FOR PAYMENT.

On the 4th, day of March, 2014, I/We have read the above certification, understand it, and agree to abide by its conditions.

Signature of applicant or authorized agent

Matthew J. Micheli
Name of applicant or authorized agent

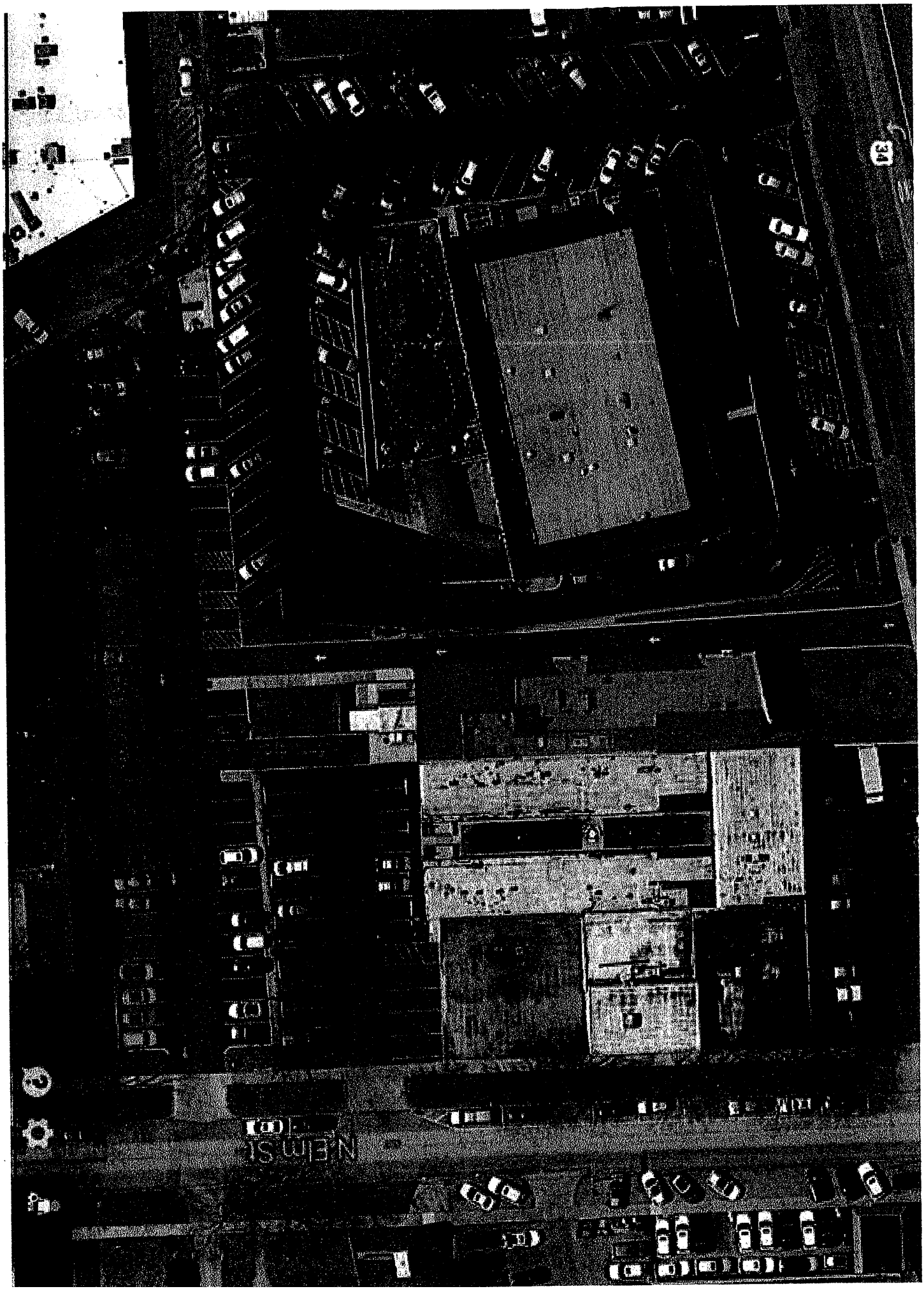
Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN to before me this 4th day of March, 2014

"OFFICIAL SEAL"
PETER COULES JR.
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/11/2017

Notary Public



9a

DATE September 2, 2014

AGENDA SECTION	ACA	**ORIGINATING DEPARTMENT**	Finance
ITEM	Accounts Payable	**APPROVED**	Darrell Langlois Assistant Village Manager/Director of Finance

At the meeting of September 2, 2014 staff respectfully requests the presentation of the following motion to approve the accounts payable:

Motion: To move approval and payment of the accounts payable for the period of August 2, 2014 through August 29, 2014 in the aggregate amount of $1,883,385.57 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

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STAFF APPROVALS

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

COMMITTEE ACTION:

BOARD ACTION:

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1570

FOR PERIOD August 2, 2014 through August 29, 2014

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of $1,883,385.57 reviewed and approved by the below named officials.

APPROVED BY _____ **DATE** 8/29/14
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY _____ **DATE** 8/29/14
VILLAGE MANAGER

APPROVED BY _____ **DATE** _____
VILLAGE TRUSTEE

Village of Hinsdale
Warrant # 1570
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	437,938.90	168,142.51	606,081.41
Capital Project Fund	45300	325,065.70		325,065.70
Woodlands SSA	48100	53,589.46		53,589.46
Water & Sewer Operation	61061	416,496.15		416,496.15
Escrow Funds	72100	149,793.00		149,793.00
Payroll revolving Fund	79000	19,598.52	312,749.33	332,347.85
Library Operations	99000	12.00		12.00
Total		**1,402,493.73**	**480,891.84**	**1,883,385.57**

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1570

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems			
8/15/2014	Village Payroll #17 - Calendar 2014	FWH	47,770.02
8/29/2014	Village Payroll #18 - Calendar 2014	FWH	48,837.26
Electronic Federal Tax Payment Systems			
8/15/2014	Village Payroll #17 - Calendar 2014	FICA/MCARE	41,383.00
8/29/2014	Village Payroll #18 - Calendar 2014	FICA/MCARE	38,739.54
Illinois Department of Revenue			
8/15/2014	Village Payroll #17 - Calendar 2014	State Tax Withholding	18,116.29
8/29/2014	Village Payroll #18 - Calendar 2014	State Tax Withholding	17,680.22
ICMA - 457 Plans			
8/15/2014	Village Payroll #17 - Calendar 2014	Employee Withholdin	13,929.30
8/29/2014	Village Payroll #18 - Calendar 2014	Employee Withholdin	13,733.18
H SA PLAN CONTRIBUTION		Employee Withholdin	1,742.04
Intergovernmental Personnel Benefit Cooperative Employee Health Insurance August 2014		Employer/Employee	168,142.51
Illinois Municipal Retirement Fund		Employer/Employee	70,818.48

Total Bank Wire Transfers and ACH Payments 480,891.84

ipbc-general 168,142.51
payroll 312,749.33

WARRANT REGISTER: 1570 DATE: 09/02/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
AFLAC-FLEXONE			
184744	AFLAC OTHER	081514000000000	$275.77
184745	ALFAC OTHER	081514000000000	$204.62
184746	AFLAC SLAC	081514000000000	$58.41
		Total for Check: 99002	**$538.80**
BLITT & GAINES, P.C.			
184756	GARNISHMENT	081514000000000	$362.12
		Total for Check: 99003	**$362.12**
COLONIAL LIFE PROCCESSING			
184734	COLONIAL S L A C	081514000000000	$60.98
184735	COLONIAL OTHER	081514000000000	$27.63
		Total for Check: 99004	**$88.61**
I.U.O.E.LOCAL 150			
184751	LOCAL 150 UNION DUES	081514000000000	$884.99
		Total for Check: 99005	**$884.99**
LETTERING SPECIALISTS INC			
184733	NAME PLATES	57070	$48.47
		Total for Check: 99006	**$48.47**
MANGANIELLO, JIM			
184731	METER READINGS	1387-07/2014	$1,387.00
		Total for Check: 99007	**$1,387.00**
NATIONWIDE RETIREMENT SOL			
184738	USCM/PEBSCO	081514000000000	$40.20
184739	USCM/PEBSCO	081514000000000	$1,655.00
		Total for Check: 99008	**$1,695.20**
NATIONWIDE TRUST CO.FSB			
184747	PEHPPD	081514000000000	$535.61
184748	PEHP REGULAR	081514000000000	$2,117.40
184749	PEHP UNION 150	081514000000000	$335.08
		Total for Check: 99009	**$2,988.09**
SAMS CLUB #6384			
184730	ASST SUPPLIES	771509061592-714	$818.39
184730	ASST SUPPLIES	771509061592-714	$171.43
184730	ASST SUPPLIES	771509061592-714	$27.50
184730	ASST SUPPLIES	771509061592-714	$39.92
184730	ASST SUPPLIES	771509061592-714	$31.92
184730	ASST SUPPLIES	771509061592-714	$65.42
		Total for Check: 99010	**$1,154.58**
STATE DISBURSEMENT UNIT			
184750	MAINTENANCE	081514000000000	$500.00
		Total for Check: 99011	**$500.00**
STATE DISBURSEMENT UNIT			
184752	CHILD SUPPORT	081514000000000	$313.21
		Total for Check: 99012	**$313.21**
STATE DISBURSEMENT UNIT			
184753	CHILD SUPPORT	081514000000000	$585.00
		Total for Check: 99013	**$585.00**
STATE DISBURSEMENT UNIT			

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
184754	CHILD SUPPORT	081514000000000	$230.77
		Total for Check: 99014	**$230.77**
STATE DISBURSEMENT UNIT			
184755	CHILD SUPPORT	081514000000000	$764.77
		Total for Check: 99015	**$764.77**
STATE DISBURSEMENT UNIT			
184757	CHILD SUPPORT	081514000000000	$923.07
		Total for Check: 99016	**$923.07**
VILLAGE OF HINSDALE			
184740	DEP CARE REIMBURSEMENT	081514000000000	$41.67
184741	MEDICAL REIMBURSEMENT	081514000000000	$327.46
184742	DEP CARE REIMB.F/P	081514000000000	$45.83
184743	MEDICAL REIMBURSEMENT	081514000000000	$358.34
		Total for Check: 99017	**$773.30**
VILLAGE OF HINSDALE-FINAN			
184732	PETTY CASH	41857-07/14	$9.60
184732	PETTY CASH	41857-07/14	$118.74
184732	PETTY CASH	41857-07/14	$20.13
184732	PETTY CASH	41857-07/14	$70.30
184732	PETTY CASH	41857-07/14	$42.38
184732	PETTY CASH	41857-07/14	$44.61
184732	PETTY CASH	41857-07/14	$49.66
184732	PETTY CASH	41857-07/14	$42.18
184732	PETTY CASH	41857-07/14	$20.97
		Total for Check: 99018	**$418.57**
VSP ILLINOIS - 30048087			
184736	VSP FAMILY ALL EMPLOYEES	081514000000000	$165.76
184737	VSP SINGLE ALLEMPLOYEES	081514000000000	$33.06
		Total for Check: 99019	**$198.82**
5 STAR SOCCER CAMPS, INC			
184780	**REIMB EXP**	126720	$1,267.20
		Total for Check: 99020	**$1,267.20**
A & M PARTS, INC			
184578	AUTO PARTS	317294147	$57.68
		Total for Check: 99021	**$57.68**
A LAMP CONCRETE			
184979	2014 RDWAY IMPROVEMENT	1	$238,132.80
		Total for Check: 99022	**$238,132.80**
ABC COMMERCIAL MAINT SERV			
184529	KLM JANITORIAL	082	$1,716.00
		Total for Check: 99023	**$1,716.00**
ADS ENVIRONMENTAL			
184905	834 S MONROE LK DETECTION	31788310414B	$450.00
		Total for Check: 99024	**$450.00**
AIRYS INC			
184910	WATER SERVICE REPAIRS	19721	$5,758.22
184911	123 N GRAND THAW OUT	19682	$1,289.26
		Total for Check: 99025	**$7,047.48**

WARRANT REGISTER: 1570 DATE: 09/02/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
AJS BUILDERS			
184889	CONT BD/1401 BURR OAK	21999	$1,000.00
		Total for Check: 99026	**$1,000.00**
ALL CLEANERS			
184516	CUSTODIAL SERVICES	073114	$1,530.00
184516	CUSTODIAL SERVICES	073114	$1,345.00
184516	CUSTODIAL SERVICES	073114	$1,951.00
184516	CUSTODIAL SERVICES	073114	$540.00
		Total for Check: 99027	**$5,366.00**
AMERICAN EXPRESS			
184824	ASST MERCHANDIZE	802005-07/14	$916.72
184824	ASST MERCHANDIZE	802005-07/14	$295.00
184824	ASST MERCHANDIZE	802005-07/14	$1,066.96
184824	ASST MERCHANDIZE	802005-07/14	$4.01-
184824	ASST MERCHANDIZE	802005-07/14	$888.00
184824	ASST MERCHANDIZE	802005-07/14	$49.95
184824	ASST MERCHANDIZE	802005-07/14	$18.34
184824	ASST MERCHANDIZE	802005-07/14	$313.71
184824	ASST MERCHANDIZE	802005-07/14	$218.26
		Total for Check: 99028	**$3,762.93**
AMERICAN MESSAGING			
184620	PAGERS	U11537100H	$68.96
184620	PAGERS	U11537100H	$18.32
		Total for Check: 99029	**$87.28**
ANDRES MEDICAL BILLING LT			
184600	MONTHLY FEES	133594	$2,724.91
		Total for Check: 99030	**$2,724.91**
APTEAN, INC.			
184668	WATER BILLING	PS311642	$2,455.00
184975	DIALOG WEB BASED	RI712945	$4,333.56
184975	DIALOG WEB BASED	RI712945	$780.50
184975	DIALOG WEB BASED	RI712945	$780.50
184976	DIALOG WEB BASED	R1711052	$4,000.00
184976	DIALOG WEB BASED	R1711052	$780.50
184976	DIALOG WEB BASED	R1711052	$780.50
184977	DIALOG WEB BASED	R1712947	$4,333.56
184977	DIALOG WEB BASED	R1712947	$780.50
184977	DIALOG WEB BASED	R1712947	$780.50
		Total for Check: 99031	**$19,805.12**
ARAMARK UNIFORM SERVICES			
184621	UNIFORMS	2078651522	$42.47
184621	UNIFORMS	2078651522	$44.47
184621	UNIFORMS	2078651522	$29.00
184621	UNIFORMS	2078651522	$30.26
184621	UNIFORMS	2078651522	$33.65
184621	UNIFORMS	2078651522	$73.18
184692	UNIFORMS	2078990604	$42.47
184692	UNIFORMS	2078990604	$44.47

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
184692	UNIFORMS	2078990604	$29.00
184692	UNIFORMS	2078990604	$30.26
184692	UNIFORMS	2078990604	$33.65
184692	UNIFORMS	2078990604	$73.18
184837	UNIFORMS	2078669604	$43.37
184837	UNIFORMS	2078669604	$45.41
184837	UNIFORMS	2078669604	$29.62
184837	UNIFORMS	2078669604	$30.90
184837	UNIFORMS	2078669604	$34.36
184837	UNIFORMS	2078669604	$74.74
184937	UNIFORMS	2078678778	$42.92
184937	UNIFORMS	2078678778	$44.94
184937	UNIFORMS	2078678778	$29.31
184937	UNIFORMS	2078678778	$30.58
184937	UNIFORMS	2078678778	$34.00
184937	UNIFORMS	2078678778	$73.96
		Total for Check: 99032	**$1,020.17**
ARAMBURO, LUIS			
184886	CONT BD/726 FRANKLIN	22471	$500.00
		Total for Check: 99033	**$500.00**
ARY, LOU ANN			
184553	CONT BD/716 S MADISON	21509	$500.00
		Total for Check: 99034	**$500.00**
AT & T			
184878	VEECK PARK	32338639258-8/14	$150.64
		Total for Check: 99035	**$150.64**
ATLAS BOBCAT LLC			
184518	REPAIR PARTS	BA6149	$270.69
184696	PARTS	BA6568	$183.35
184864	REPAIR PARTS	BA6327	$505.00
		Total for Check: 99036	**$959.04**
AWARDING YOU			
184875	PLAQUES	36768	$180.00
		Total for Check: 99037	**$180.00**
BACKGROUNDS ONLINE			
184781	BACKGROUND CHECKS	442832	$43.50
		Total for Check: 99038	**$43.50**
BALANCED ENVIRONMENTS INC			
184790	ELN TREATMENT	HINSD001-36482	$39,515.83
184790	ELN TREATMENT	HINSD001-36482	$16,269.99
184791	ELM INOCULATION	HINSD001-36617	$26,476.76
		Total for Check: 99039	**$82,262.58**
BANNERVILLE USA			
184929	PESTICIDE SIGNS	18440	$522.00
		Total for Check: 99040	**$522.00**
BAO, MINXIN			
184885	CONT BD/929 S QUINCY	21150	$10,000.00
		Total for Check: 99041	**$10,000.00**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
BAO, MINXIN			
184895	SITE MNGE/929 S QUINCY	21151	$3,000.00
		Total for Check: 99042	**$3,000.00**
BERECKIS, HEATHER			
184601	MILEAGE REIMBURSEMENT	63416	$73.82
		Total for Check: 99043	**$73.82**
BERG, CHRISTOPHER			
184564	CONT BD/417 N GRANT	21625	$1,500.00
		Total for Check: 99044	**$1,500.00**
BHFX DIGITAL IMAGING			
184673	METER CHARGES	172365	$18.69
		Total for Check: 99045	**$18.69**
BIAGI, RICHARD			
184917	CONT BD/423 W FOURTH	22410	$500.00
		Total for Check: 99046	**$500.00**
BOMBA, SUSAN			
184901	UNMETERED WATER REFUND	20000-08/14	$200.00
		Total for Check: 99047	**$200.00**
BONO CSR KATHLEEN W.			
184511	VAR/AMEND A-13-2014	6517	$636.00
184855	PUBLIC HEARINGS	6531	$822.00
		Total for Check: 99048	**$1,458.00**
BOOK, AARON			
184916	CONT BD/140 E WALNUT	21846	$5,000.00
		Total for Check: 99049	**$5,000.00**
BORUFF, CHRISTOPHER			
184892	STM WTR/313 N WASHINGTON	20511	$9,109.00
		Total for Check: 99050	**$9,109.00**
BORUFT, JULIE			
184678	CONT BD/313 N WASHINGTON	21295	$500.00
		Total for Check: 99051	**$500.00**
BOWMAN CONSULTING GROUP			
184944	2015 RECONSTRUCTION	178349	$18,186.98
		Total for Check: 99052	**$18,186.98**
BRZOZOWSKI, FRED			
184898	WATER METER REFUND	10000-08/14	$100.00
		Total for Check: 99053	**$100.00**
BSN SPORTS INC.			
184931	LACROSSE GOAL	5628492	$609.99
		Total for Check: 99054	**$609.99**
CALLONE			
184825	TELEPHONES	1010907300-07/14	$404.64
184825	TELEPHONES	1010907300-07/14	$767.05
184825	TELEPHONES	1010907300-07/14	$143.28
184825	TELEPHONES	1010907300-07/14	$930.26
184825	TELEPHONES	1010907300-07/14	$68.04
184825	TELEPHONES	1010907300-07/14	$32.98
184825	TELEPHONES	1010907300-07/14	$623.01

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
184825	TELEPHONES	1010907300-07/14	$347.41
184825	TELEPHONES	1010907300-07/14	$1,394.41
		Total for Check: 99055	**$4,711.08**
CASTELLANO, WILLIAM			
184555	CONT BD/325 E EIGHTH	21122	$3,000.00
		Total for Check: 99056	**$3,000.00**
CATCHING FLUID POWER			
184879	REPAIR KIT	5937294	$30.55
		Total for Check: 99057	**$30.55**
CCP INDUSTRIES INC			
184583	SAFETY GLOVES	IN01316987	$303.88
184904	GLOVES	IN01327806	$246.37
		Total for Check: 99058	**$550.25**
CDW-GOVERNMENT INC.			
184982	WATER ANTENNA	NN45606/46258/65	$12.67
184982	WATER ANTENNA	NN45606/46258/65	$27.15
184982	WATER ANTENNA	NN45606/46258/65	$53.62
		Total for Check: 99059	**$93.44**
CENTRAL PARTS WAREHOUSE			
184899	POLY EDGE	252093A	$323.97
		Total for Check: 99060	**$323.97**
CHALMERS, DOUGLAS			
184549	CONT BD/436 N ADAMS	022015	$500.00
		Total for Check: 99061	**$500.00**
CHESS SCHOLARS			
184541	*REIMB EXP*	2014553	$178.00
184542	**REIMB EXP**	2014203	$426.00
		Total for Check: 99062	**$604.00**
CHICAGO PARTS & SOUND LLC			
184591	OIL FILTERS	610171	$46.92
		Total for Check: 99063	**$46.92**
CHICAGOLAND CIRCULATION			
184528	BROCHURE DELIVERY	1299	$1,006.50
		Total for Check: 99064	**$1,006.50**
CHRISTOPHER B BURKE			
184942	2015 RESURFACING PROJECT	117766	$10,445.50
		Total for Check: 99065	**$10,445.50**
CINTAS CORPORATION 769			
184501	RUGSTOWELS ETC	769450443	$30.90
184501	RUGSTOWELS ETC	769450443	$129.75
184501	RUGSTOWELS ETC	769450443	$23.40
184501	RUGSTOWELS ETC	769450443	$32.81
184586	RUGS TOWELS ETC	769447070	$30.90
184586	RUGS TOWELS ETC	769447070	$76.98
184586	RUGS TOWELS ETC	769447070	$32.81
184586	RUGS TOWELS ETC	769447070	$129.75
184586	RUGS TOWELS ETC	769447070	$23.40
184881	RUGS TOWELS ETC	769453906	$30.90

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
184881	RUGS TOWELS ETC	769453906	$76.98
184881	RUGS TOWELS ETC	769453906	$32.81
184881	RUGS TOWELS ETC	769453906	$129.75
184881	RUGS TOWELS ETC	769453906	$23.40
		Total for Check: 99066	**$804.54**
CLARK BAIRD SMITH LLP			
184576	LEGAL SERVICES	4878	$472.50
		Total for Check: 99067	**$472.50**
CLOWNING AROUND ENTERTNMT			
184921	FALL FEST DEPOSIT	28232	$499.50
		Total for Check: 99068	**$499.50**
COLLINS SARSFIELD			
184912	SITE MNGE/5801 GIDDINGS	21457	$3,000.00
		Total for Check: 99069	**$3,000.00**
COLLINS SARSFIELD			
184913	CONT BD/5801 GIDDINGS	21456	$10,000.00
		Total for Check: 99070	**$10,000.00**
COMCAST			
184562	POLICE/FIRE TV'S	877120111-07/14	$24.39
184562	POLICE/FIRE TV'S	877120111-07/14	$24.39
184627	POOL	0037136-08/14	$163.45
184628	FD/PD	0036781-08/14	$84.70
184628	FD/PD	0036781-08/14	$84.70
184629	VILLAGE HALL	0036757-08/14	$204.35
184630	PW/WP	0036815-08/14	$114.65
184630	PW/WP	0036815-08/14	$114.65
184631	KLM LODGE	0036807-08/14	$89.40
184868	PD/FD TV'S	0009242-08/14	$39.97
184868	PD/FD TV'S	0009242-08/14	$39.97
		Total for Check: 99071	**$984.62**
COMED			
184558	REPORT FEE	0417049051-07/14	$168.00
184611	TRAFFIC SIGNALS	1653148069-07/14	$31.11
184948	57TH STREET	0015093062-08/14	$84.40
184949	ELEANOR PARK	0075151076-08/14	$240.07
184950	PADDLE HUT	0203017056-08/14	$91.59
184951	CHESTNUT PARKING	0203065105-08/14	$49.75
184952	CLOCK TOWER	0381057101-08/14	$31.47
184953	314 SYMONDS DRIVE	0417073048-08/14	$94.85
184954	FOUNTAIN	0471095066-08/14	$199.67
184955	BURLINGTON PARK	0499147045-08/14	$45.13
184956	ROBBINS PARK	0639032045-08/14	$17.70
184957	WASHINGTON	2378029015-08/14	$43.78
184958	VEECK PARK	2425068008-08/14	$401.44
184959	WASH PARKING LOT	2838114008-08/14	$47.40
184960	VEECK PARK	3454039030-08/14	$427.00
184961	BURLINGTON PARK	6583006139-08/14	$79.83
184962	NS CBQ RR	7011157008-08/14	$46.72

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
184963	PIERCE PARK	7011378007-08/14	$506.79
184964	CENTER FOR ARTS	7093550127-08/14	$132.69
184965	KLM LODGE	7093551008-08/14	$292.17
184965	KLM LODGE	7093551008-08/14	$1,168.66
184966	SAFETY TOWN	7261620005-08/14	$18.75
184967	ROBBINS PARK	8521083007-08/14	$104.55
184968	TRAIN STATION	8521342001-08/14	$149.28
184969	WATER PLANT	8521400008-08/14	$34.97
184970	BROOK PARK	8605174005-08/14	$105.51
184971	POOL	8605437007-08/14	$4,182.19
184972	ELEANOR PARK	8689206002-08/14	$31.35
184973	STOUGH PARK	8689480008-08/14	$17.70
184974	BURNSFIELD	8689640004-08/14	$23.24
		Total for Check: 99072	**$8,867.76**
COMMERCIAL COFFEE SERVICE			
184690	COFFEE SUPPLIES	125489	$69.00
184691	COFFEE SUPPLIES	125510	$75.00
		Total for Check: 99074	**$144.00**
CONSTELLATION NEWENERGY			
184568	TRANSFORMER	0016349700-07/14	$3,366.39
184569	STREET LIGHTS	0016372199-07/14	$15,360.16
184570	STREET LIGHTS	0016318135-07/14	$423.83
184571	908 ELM STREET	0016334379	$450.63
		Total for Check: 99075	**$19,601.01**
COVIC, MARIJA			
184828	KLM REFUND	EN140817/21909	$250.00
		Total for Check: 99076	**$250.00**
CURRENT TECHNOLOGIES			
184909	OFFICE WIRING	711758	$540.00
184981	RESOLVE BKUP ISSUES	711700	$135.00
184981	RESOLVE BKUP ISSUES	711700	$337.50
		Total for Check: 99077	**$1,012.50**
D. POLLACK GLASS & MIRROR			
184946	REPAIR & REPLACE GLASS	1045294	$300.00
		Total for Check: 99078	**$300.00**
DANMAR			
184930	CLEANING ART CENTER	18333	$320.00
		Total for Check: 99079	**$320.00**
DAVE SOLTWISCH PLUMBING			
184854	GUTTER REPAIRS	47408	$2,500.00
184934	ART CENTER REPAIRS	47409	$1,312.00
		Total for Check: 99080	**$3,812.00**
DEJANA INDUSTRIES INC.			
184670	STREET SWEEPING	48357	$2,044.04
		Total for Check: 99081	**$2,044.04**
DENZ, LARRY			
184639	SOFTBALL UMPIRE	63410	$128.00
		Total for Check: 99082	**$128.00**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
DESIGN FIRST BUILDERS			
184551	CONT BD/910 S ADAMS	21795	$3,000.00
		Total for Check: 99083	**$3,000.00**
DESIGN PERSPECTIVES			
184535	PIERCE PARK	141427Q1	$3,974.00
		Total for Check: 99084	**$3,974.00**
DISTINCTIVE INTERIORS			
184833	RECOVER CHAIR	63267	$150.00
		Total for Check: 99085	**$150.00**
DOCU-SHRED, INC.			
184633	SHREDDING	33299	$40.00
184841	SHREDDING	33383	$60.00
		Total for Check: 99086	**$100.00**
DUANE BLANTON PLUMBING			
184915	CONT BD/521 N COUNTY LINE	21827	$500.00
		Total for Check: 99087	**$500.00**
DUPAGE COUNTY CLERK			
184896	NOTARY RECORDING	1000-08/14	$10.00
		Total for Check: 99088	**$10.00**
DUPAGE MAYORS & MANAGERS			
184838	MAY/AUGUST MEETINGS	7933/8048	$80.00
		Total for Check: 99089	**$80.00**
DUPAGE WATER COMMISSION			
184563	WATER	10560	$355,365.17
		Total for Check: 99090	**$355,365.17**
EAGLE UNIFORMS INC			
184504	UNIFORMS	232355	$105.50
184531	UNIFORMS	232399	$355.45
		Total for Check: 99091	**$460.95**
EMERGENCY MEDICAL PROD			
184840	MEDICAL SUPPLIES	1668475	$238.75
		Total for Check: 99092	**$238.75**
ENVIRO-TEST/PERRY LABORAT			
184510	LAB SERVICES	1451263	$254.00
184536	LAB SERVICES	14130425	$168.00
		Total for Check: 99093	**$422.00**
ETC PROLIANCE ENERGY LLC			
184832	GAS	201407I001911	$102.79
184832	GAS	201407I001911	$102.78
184832	GAS	201407I001911	$168.25
184832	GAS	201407I001911	$174.58
184832	GAS	201407I001911	$2,263.22
184832	GAS	201407I001911	$125.96
		Total for Check: 99094	**$2,937.58**
EXCELL FASTENER SOLUTIONS			
184684	SUPPLIES	4431	$192.70
184784	BULBS	4514	$76.25
		Total for Check: 99095	**$268.95**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
FACTORY MOTOR PARTS CO			
184608	AUTO PARTS	RA4202349	$274.28
184608	AUTO PARTS	RA4202349	$88.02
		Total for Check: 99096	**$362.30**
FCWRD			
184499	WATER	008919-000-06/14	$16.25
		Total for Check: 99097	**$16.25**
FIRE SAFETY CONSULTANTS			
184517	PLAN REVIEW	2014836	$2,097.00
		Total for Check: 99098	**$2,097.00**
FIREGROUND SUPPLY, INC.			
184831	RAIN GEAR	12552	$5,625.00
		Total for Check: 99099	**$5,625.00**
FIRST FENCE			
184522	BRUSH HILL FENCE	20964	$2,612.00
		Total for Check: 99100	**$2,612.00**
FOX VALLEY FIRE & SAFETY			
184534	RECHARGE FIRE EXT	849867	$93.45
		Total for Check: 99101	**$93.45**
FRED BRZOZOWSKI BUSINESS			
184547	SITE MNGE/720 S COUNTY LN	21472	$3,000.00
		Total for Check: 99102	**$3,000.00**
FRED BRZOZOWSKI BUSINESS			
184554	CONT BD/720 S COUNTY LN	21471	$10,000.00
		Total for Check: 99103	**$10,000.00**
FRED GLINKE PLUMBING AND			
184598	ROBBINS PARK REPAIR	30706	$757.95
		Total for Check: 99104	**$757.95**
FREY, LYNN			
184644	UMPIRE	63411	$128.00
		Total for Check: 99105	**$128.00**
FUKAR, KEN			
184643	UMPIRE	63412	$192.00
		Total for Check: 99106	**$192.00**
FULLERS HOME & HARDWARE			
184616	ASST HARDWARE	173701/171928	$52.76
184616	ASST HARDWARE	173701/171928	$12.78
184616	ASST HARDWARE	173701/171928	$45.15
184616	ASST HARDWARE	173701/171928	$25.47
184616	ASST HARDWARE	173701/171928	$110.11
184616	ASST HARDWARE	173701/171928	$26.77
184616	ASST HARDWARE	173701/171928	$2.37
184616	ASST HARDWARE	173701/171928	$13.90
184616	ASST HARDWARE	173701/171928	$37.58
184616	ASST HARDWARE	173701/171928	$16.38
184616	ASST HARDWARE	173701/171928	$21.99
184616	ASST HARDWARE	173701/171928	$70.73
184616	ASST HARDWARE	173701/171928	$8.90

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
184616	ASST HARDWARE	173701/171928	$36.26
		Total for Check: 99107	**$481.15**
FULLERS SERVICE CENTER IN			
184496	CAR WASHES & REPAIRS	22513085440	$243.00
184496	CAR WASHES & REPAIRS	22513085440	$8.00
184514	CAR WASHES/REPAIRS	63388318720	$340.95
184514	CAR WASHES/REPAIRS	63388318720	$17.95
		Total for Check: 99108	**$609.90**
FURNITUREWORX			
184606	ARM PAD REPLACEMENTS	1411172	$78.40
		Total for Check: 99109	**$78.40**
GARY JOHNSTON			
184842	PERMIT FEES	15840-08/14	$158.40
		Total for Check: 99110	**$158.40**
GENES TIRE SERVICE			
184603	TIRES	108849	$52.95
		Total for Check: 99111	**$52.95**
GOVHR USA			
184792	PS DIRECTOR RECRUITMENT	180140077	$3,667.00
		Total for Check: 99112	**$3,667.00**
GRAINGER, INC.			
184515	BATTERY	9505169392	$41.22
184634	RADIO CONTROLLER	9509236551	$49.50
184822	LAMPS	9484402517	$71.46
184822	LAMPS	9484402517	$256.14
184871	OIL	9516580983	$163.13
184872	WATER FILTERS	9514046003	$112.33
		Total for Check: 99113	**$693.78**
GRAND CANYON UNIV			
184827	KLM REFUND	EN140812/21911	$250.00
		Total for Check: 99114	**$250.00**
HAND BROS CONSTRUCTION			
184674	PERMIT REFUND	13000	$130.00
		Total for Check: 99115	**$130.00**
HANSON AGGREGATES INC			
184835	BACKFILL	5437664/5438054	$1,342.81
		Total for Check: 99116	**$1,342.81**
HASSETT, GINA			
184565	REIMBURSEMENT	63360	$68.67
		Total for Check: 99117	**$68.67**
HAWKINS, INC.			
184520	POOL CHEMICALS	3626658	$28.50
184853	POOL CHEMICALS	3632024	$876.00
		Total for Check: 99118	**$904.50**
HD SUPPLY WATERWORKS			
184506	METERS	C718178	$458.13
184537	REPAIR KITS	C720340	$534.00
184851	TUBING	C785242	$909.24

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 99119	**$1,901.37**
HENEHAN, MIKE			
184694	CDL RENEWAL	63389	$61.41
		Total for Check: 99120	**$61.41**
HERITAGE CRYSTAL CLEAN			
184671	CLEANING SOLVENT	13065329	$221.06
184856	CLEANING SOLVENT	13077589	$311.95
		Total for Check: 99121	**$533.01**
HIAB, INC.			
184526	LOG LOADER REPAIRS	2014718621	$15,232.36
		Total for Check: 99122	**$15,232.36**
HINSDALE CENTRAL PTO			
184922	FULL PAGE AD	63452	$300.00
		Total for Check: 99123	**$300.00**
HINSDALE NURSERIES, INC.			
184849	KLM SHRUB PLANTING	1478368	$428.75
		Total for Check: 99124	**$428.75**
HINSDALE TOWNSHIP HIGH			
184900	RENTAL FOR CONFERENCE	819	$630.00
		Total for Check: 99125	**$630.00**
HOME DEPOT CREDIT SERVICE			
184820	ASST HARDWARE	5141548/8011279	$310.65
184820	ASST HARDWARE	5141548/8011279	$275.98
184821	REPAIR PARTS	6021595	$31.65
		Total for Check: 99126	**$618.28**
HOME PRIDE SERVICES, INC.			
184597	GUTTER CLEANING KLM	38107	$438.00
		Total for Check: 99127	**$438.00**
HOVING PIT STOP			
184936	KLM PORTABLES	91191	$326.00
		Total for Check: 99128	**$326.00**
HR BLUEPRINT			
184775	PRINTING	86718	$128.25
		Total for Check: 99129	**$128.25**
HR GREEN INC			
184774	OAK STREET BRIDGE	93278	$38,162.85
184941	OAK STREET BRIDGE	10	$15,426.61
184943	WOODLANDS PHASE 2	93547	$25,769.20
184978	WOODLANDS PHASE 2	09	$900.00
		Total for Check: 99130	**$80,258.66**
HROMA JR, JOSEPH			
184902	MILEAGE REIMBURSEMENT	4218-08/14	$42.18
		Total for Check: 99131	**$42.18**
HUFF & HUFF INC			
184573	2013-14 CSO LTCP SAMPLING	162622	$1,626.22
184787	FLAGG CREEK SAMPLING	1407083	$2,140.52
		Total for Check: 99132	**$3,766.74**
I.D.E.S			

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
184834	UNEMPLOYMENT	0800938	$749.00
184834	UNEMPLOYMENT	0800938	$412.00
		Total for Check: 99133	**$1,161.00**
ICE MOUNTAIN WATER			
184669	REFRESHMENT	04G0120706023	$51.08
		Total for Check: 99134	**$51.08**
IL DEPARTMENT OF PUBLIC			
184770	AMB LICENSE RENEWAL	63472	$50.00
		Total for Check: 99135	**$50.00**
ILLINOIS ENVIRONMENTAL			
184947	PRINCIPLE & INTEREST	5	$10,347.12
184947	PRINCIPLE & INTEREST	5	$2,521.31
		Total for Check: 99136	**$12,868.43**
ILLINOIS FIRE INSPECTORS			
184876	SAFETY CLASS	32500-08/2014	$325.00
		Total for Check: 99137	**$325.00**
ILLINOIS SHOTOKAN KARATE			
184530	KARATE	3066	$2,577.60
184625	KARATE	4004	$2,234.40
		Total for Check: 99138	**$4,812.00**
INDUSTRIAL ELECTRIC			
184519	MAINTENANCE	226518/750-52	$10.40
184519	MAINTENANCE	226518/750-52	$568.80
184579	ELECTRICAL SUPPLIES	226844	$12.24
184580	ELECTRICAL SUPPLIES	226848	$45.50
		Total for Check: 99139	**$636.94**
INSTITUTE IN BASIC LIFE			
184503	BROCHURE PRINTING	20140031-1	$3,616.95
		Total for Check: 99140	**$3,616.95**
INTERNATIONAL EXTERMINATO			
184626	EXT FEES	81488517	$40.00
184626	EXT FEES	81488517	$40.00
184626	EXT FEES	81488517	$113.00
184626	EXT FEES	81488517	$40.00
184626	EXT FEES	81488517	$40.00
		Total for Check: 99141	**$273.00**
INTOXIMETERS, INC.			
184604	BREATHALIZER	472993	$136.75
		Total for Check: 99142	**$136.75**
IPELRA			
184581	SEMINAR	195-02/2014	$195.00
184584	PS SEMINAR	30000-05/2014	$300.00
184980	ANNUAL CONFERENCE	37500-08/2014	$375.00
		Total for Check: 99143	**$870.00**
IRMA			
184685	JULY DEDUCTIBLES	13494/13524	$37.20
184685	JULY DEDUCTIBLES	13494/13524	$77.00
184685	JULY DEDUCTIBLES	13494/13524	$595.00

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
184685	JULY DEDUCTIBLES	13494/13524	$4,413.84
		Total for Check: 99144	**$5,123.04**
ITOA			
184605	TRAINING	1913	$265.00
		Total for Check: 99145	**$265.00**
J & A CARTAGE			
184788	REMOVAL MAIN BREAK SPOILS	63973	$4,140.00
		Total for Check: 99146	**$4,140.00**
J & S PLUMBING INC			
184677	CONT BD/227 N QUINCY	21209	$500.00
		Total for Check: 99147	**$500.00**
JAMES J BENES & ASSOC INC			
184778	PLAN REVIEW INSPECTIONS	913640	$9,136.40
184938	2014 RESURFACING	1452000-08/14	$596.66
184939	2014 RESURFACING OBSERV	1452000-08/2014	$2,441.17
184940	2014 RECONSTRUCTION	1459000-08/2014	$28,593.39
		Total for Check: 99148	**$40,767.62**
JILL GEORGE MCNICHOLS TRU			
184681	CONT BD/145 W FIFTH ST	21254	$8,500.00
		Total for Check: 99149	**$8,500.00**
JOHN YELNICK CONSTRUCTION			
184836	PITT WALL REPAIRS	1473	$9,100.00
		Total for Check: 99150	**$9,100.00**
KALEIDOSCOPE			
184919	INSTRUCTION *REIMB EXP*	339840	$3,398.40
184920	INSTRUCTION *REIMB EXP*	212880	$2,128.80
		Total for Check: 99151	**$5,527.20**
KEEN EDGE CO			
184545	FUEL PUMP	392062	$49.16
184582	FUEL FILTERS	392502	$9.53
184866	GASKETS	627865	$20.10
		Total for Check: 99152	**$78.79**
KH KIMS TAE KWON DO			
184765	TKD *REIMB EXP*	116115-A	$2,450.25
		Total for Check: 99153	**$2,450.25**
KIEFT BROS INC			
184497	BASIN REPAIRS	203299	$475.83
		Total for Check: 99154	**$475.83**
KINGS LANDSCAPING CO			
184593	PLANTING BURLINGTON WALL	1204060	$1,217.65
		Total for Check: 99155	**$1,217.65**
KIPPS LAWNMOWER SALES			
184870	TOP COVER	433946	$22.86
		Total for Check: 99156	**$22.86**
KLEIN,THORPE,JENKINS LTD			
184500	LEGAL	4405-001-06/14	$25,190.15
184592	LEGAL	170956	$12,500.00
		Total for Check: 99157	**$37,690.15**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
KONECRANES, INC			
184588	HOIST INSPECTIONS	CHI00916072	$212.00
184588	HOIST INSPECTIONS	CHI00916072	$558.00
		Total for Check: 99158	**$770.00**
KRAMER FOODS			
184543	PARKS SUPPLIES	6502924/1301436	$12.54
184543	PARKS SUPPLIES	6502924/1301436	$27.52
		Total for Check: 99159	**$40.06**
KREJCI, MEL			
184640	UMPIRE	63415	$97.50
		Total for Check: 99160	**$97.50**
LEAHY-WOLF COMPANY			
184695	PREVENTATIVE MAINT	331990	$366.17
		Total for Check: 99161	**$366.17**
LENNOX, SUZANNE			
184984	TREE REIMBURSEMENT	1691036	$260.00
		Total for Check: 99162	**$260.00**
MARIANI LANDSCAPING			
184918	STM WTR/515 W MAPLE	019673	$3,682.00
		Total for Check: 99163	**$3,682.00**
MATHEWS, DAVE			
184642	UMPIRE	63413	$160.00
		Total for Check: 99164	**$160.00**
MATTHIES BUILDERS			
184682	CONT BD/125 HILLCREST	21765	$500.00
		Total for Check: 99165	**$500.00**
MATTHIES BUILDERS			
184683	CONT BD/125 HILLCREST	20780	$10,000.00
		Total for Check: 99166	**$10,000.00**
MAX WELDING INC			
184498	PLANNER BOXES	2222	$350.00
184498	PLANNER BOXES	2222	$350.00
184498	PLANNER BOXES	2222	$1,053.70
184498	PLANNER BOXES	2222	$950.00
		Total for Check: 99167	**$2,703.70**
MCCANN INDUSTRIES, INC			
184585	BACKHOE REPAIRS	7177165	$484.04
		Total for Check: 99168	**$484.04**
MELVIN, ELIZABETH			
184890	CONT BD/440 N ADAMS	21363	$1,000.00
		Total for Check: 99169	**$1,000.00**
MOCK, VICTORIA			
184596	KLM REFUND	EN140726/21852	$500.00
		Total for Check: 99170	**$500.00**
MOLITOR ATHLETIC FIELDS			
184933	ROLLING OF ATHLETIC FIELD	408133608/609	$850.00
184933	ROLLING OF ATHLETIC FIELD	408133608/609	$625.00
		Total for Check: 99171	**$1,475.00**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
MORTENSON ROOFING CO			
184587	VILLAGE HALL REPAIRS	6742	$937.00
		Total for Check: 99172	**$937.00**
MOTOROLA			
184532	RADIO MAINT	SR104997	$300.00
		Total for Check: 99173	**$300.00**
MTS SAFETY PRODUCTS INC			
184610	SAFETY VESTS	4678200	$119.80
		Total for Check: 99174	**$119.80**
MULCAHY, KATE			
184637	CLASS REFUND	131197	$100.00
		Total for Check: 99175	**$100.00**
NAAS, HERMAN J			
184679	CONT BD/645 S THURLOW	21809	$500.00
		Total for Check: 99176	**$500.00**
NAHLIK, LINDA			
184829	KLM REFUND	EN140809/21317	$500.00
		Total for Check: 99177	**$500.00**
NAPA AUTO PARTS			
184502	AUTO PARTS	326138	$10.35
184502	AUTO PARTS	326138	$6.72
184502	AUTO PARTS	326138	$117.30
184502	AUTO PARTS	326138	$117.53
184502	AUTO PARTS	326138	$60.91
184697	AUTO PARTS	322847/323208	$120.00
184697	AUTO PARTS	322847/323208	$130.00
		Total for Check: 99178	**$562.81**
NATIONAL SEED			
184865	GRASS SEED	547813SI	$390.00
		Total for Check: 99179	**$390.00**
NEOPOST USA INC			
184618	TAPE	14337929	$30.99
		Total for Check: 99180	**$30.99**
NEXTEL/SPRINT			
184521	TELEPHONE	977740515150	$187.04
184521	TELEPHONE	977740515150	$24.07
184521	TELEPHONE	977740515150	$553.65
184521	TELEPHONE	977740515150	$313.21
184521	TELEPHONE	977740515150	$72.21
184521	TELEPHONE	977740515150	$66.79
184521	TELEPHONE	977740515150	$349.96
184521	TELEPHONE	977740515150	$105.54
184521	TELEPHONE	977740515150	$24.07
184521	TELEPHONE	977740515150	$512.91
		Total for Check: 99181	**$2,209.45**
NICOR GAS			
184556	350 N VINE	1327011000-07/14	$79.32
184557	FD/PD GENERATOR	3846601000-07/14	$44.38

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
184557	FD/PD GENERATOR	3846601000-07/14	$44.37
184763	ART CENTER	1811704647-7/14	$90.61
184764	5905 COUNTY LINE RD	1295211000-7/14	$26.08
		Total for Check: 99182	**$284.76**
NUCO2 INC			
184525	CHEMICALS	42622236	$119.89
184852	CYLINDER RENTAL	42700407	$58.90
		Total for Check: 99183	**$178.79**
OCCUPATIONAL HEALTH CTR			
184773	PHYSICAL	1008324106	$224.00
		Total for Check: 99184	**$224.00**
OOSTMAN FABRICATING &			
184595	MISC REPAIR PARTS	571219	$1,052.00
		Total for Check: 99185	**$1,052.00**
ORREN PICKELL BLDG GROUP			
184883	STM WTR/403 THE LANE	20821	$3,650.00
		Total for Check: 99186	**$3,650.00**
PACKEY WEBB FORD			
184877	LAMP	125956	$55.08
		Total for Check: 99187	**$55.08**
PAUNOVE, JOHN			
184546	SITE MNGE/934 S THURLOW	21551	$3,000.00
		Total for Check: 99188	**$3,000.00**
PAUNOVE, JOHN			
184552	CONT BD/934 S THURLOW	21552	$10,000.00
		Total for Check: 99189	**$10,000.00**
PIECZYNSKI, LINDA			
184572	COURT APPEARANCE	6187	$1,219.00
		Total for Check: 99190	**$1,219.00**
PIERCE, BRADLEY			
184894	STM WTR/14 N BRUNER	20783	$6,230.00
		Total for Check: 99191	**$6,230.00**
PIJUY CARTAGE			
184819	WOODCHIPS	00012014	$1,200.00
		Total for Check: 99192	**$1,200.00**
POMPS TIRE SERVICE, INC.			
184783	TIRE MOUNT	470020002	$67.00
		Total for Check: 99193	**$67.00**
POO FREE PARKS			
184624	PARK MAINTENANCE	PFR235	$148.20
		Total for Check: 99194	**$148.20**
POWER EQUIPMENT LEASING			
184786	4 WEEK RENTAL	2414702	$3,200.00
		Total for Check: 99195	**$3,200.00**
PRO SAFETY			
184672	SAFETY GEAR	2784280	$85.40
184672	SAFETY GEAR	2784280	$18.95
184672	SAFETY GEAR	2784280	$46.80

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 99196	**$151.15**
PROVEN BUSINESS SYSTEMS			
184589	MAINTENANCE CONTRACT	201465	$107.50
		Total for Check: 99197	**$107.50**
QUARRY MATERIALS, INC.			
184524	ASPHALT	50473/50453	$1,807.85
184614	ASPHALT MATERIALS	50385	$364.52
184615	ASPHALT MATERIALS	50419	$355.68
184622	ASPHALT	50549	$382.25
184769	ASPHALT	00050614	$385.00
184863	ASPHALT	50501/50647	$1,569.54
		Total for Check: 99198	**$4,864.84**
RAILROAD MANAGEMENT CO			
184561	WATER PIPELINE CROSSING	311229	$146.16
184927	STORM SEWER PIPELINE	306245	$146.16
		Total for Check: 99199	**$292.32**
RAY OHERRON CO INC			
184667	NEW SQUAD EQUIPMENT	1444357	$788.11
184839	NAME TAG	1444765	$8.00
184850	UNIFORMS	1445768	$596.52
		Total for Check: 99200	**$1,392.63**
RED WING SHOE STORE			
184512	WORK BOOTS	450000007376	$126.00
		Total for Check: 99201	**$126.00**
REITMAN, STEVEN			
184888	CONT BD/212 THE LANE	22044	$500.00
		Total for Check: 99202	**$500.00**
ROGOWSKI, THOMAS			
184884	CONT BD/626 S PARK	21480	$2,500.00
		Total for Check: 99203	**$2,500.00**
RONOVSKY, RICHARD			
184985	FIRE CONFERENCE	68316	$683.16
		Total for Check: 99204	**$683.16**
ROSENBAUER MINNESOTA LLC			
184767	ANNUAL TESTING	0000013634	$3,200.00
		Total for Check: 99205	**$3,200.00**
ROTARY CLUB OF HINSDALE			
184869	JULY, AUGUST, SEPT LUNCH	63451	$208.00
		Total for Check: 99206	**$208.00**
ROYAL OAK LANDSCAPING			
184779	STREET REPAIRS	13589	$800.00
184779	STREET REPAIRS	13589	$500.00
		Total for Check: 99207	**$1,300.00**
RUNNION EQUIPMENT CO			
184507	REPAIRS	129349	$4,652.73
		Total for Check: 99208	**$4,652.73**
RUTLEDGE PRINTING CO.			
184785	BUSINESS CARDS	122157	$52.25

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 99209	**$52.25**
S.S. EXPRESS			
184602	P&R BROCHURE DELIVERY	23446	$95.00
		Total for Check: 99210	**$95.00**
SERVICE FORMS & GRAPHICS			
184612	A/P ENVELOPES	148993	$288.86
184848	CASH DEPOSITS	149463	$141.77
		Total for Check: 99211	**$430.63**
SERVICE PLUS, INC.			
184689	ELECTRICAL WORK	14900	$1,080.00
		Total for Check: 99212	**$1,080.00**
SHERIDAN, TIM			
184826	KLM REFUND	EN140814/21918	$250.00
		Total for Check: 99213	**$250.00**
SHERWIN INDUSTRIES, INC			
184594	WHITE TRAFFIC PAINT	SS056382	$899.00
184843	PAINT	SS056604	$902.50
184907	TRAFFIC PAINT	SS056732	$899.00
		Total for Check: 99214	**$2,700.50**
SHINING STAR PRODUCTIONS			
184897	ACTING CLASSES	136800-08/14	$1,368.00
		Total for Check: 99215	**$1,368.00**
SIKICH , LLP			
184903	FY2014 AUDIT	194534	$12,500.00
		Total for Check: 99216	**$12,500.00**
SILHAN, MARC			
184641	UMPIRE	63414	$224.00
		Total for Check: 99217	**$224.00**
SIRCHIE FINGER PRINT LABS			
184590	TAPE	0173881	$57.50
		Total for Check: 99218	**$57.50**
SKOKNA, NICK			
184527	PADDLE TENNIS CLEANING	800-06-07-2014	$800.00
		Total for Check: 99219	**$800.00**
SKYHAWKS SPORT ACADEMY IN			
184844	INSTRUCTION *REIMB EXP*	17103	$5,834.40
184924	INSTRUCTION *REIMB EXP*	17105	$6,742.00
		Total for Check: 99220	**$12,576.40**
SMITH, ANDREW			
184575	PARAMEDIC LICENSE	63466	$40.00
		Total for Check: 99221	**$40.00**
SMITH, STEVE			
184675	SITE MNGE/323 N QUINCY	21536	$3,000.00
		Total for Check: 99222	**$3,000.00**
SMITH, STEVE			
184680	CONT BD/323 N QUINCY	21535	$10,000.00
		Total for Check: 99223	**$10,000.00**
SOUTHWEST CENTRAL DISPATC			

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
184923	PD DISPATCHING	101201163-09/14	$23,548.14
184925	FD DISPATCH SERVICES	101201166-09/14	$6,077.84
		Total for Check: 99224	**$29,625.98**
SPORTS R US			
184508	INSTRUCTION *REIM EXP*	1893	$3,236.00
		Total for Check: 99225	**$3,236.00**
SSPRAPA			
184566	RENEWAL	63409	$10.00
184635	RENEWAL	63362	$20.00
		Total for Check: 99226	**$30.00**
STANDARD EQUIPMENT CO			
184523	VACTOR TUBE	C94635	$1,641.48
184867	ACCUMULATOR DIAPHRAM	C94841	$34.35
		Total for Check: 99227	**$1,675.83**
STANDARD INDUSTRIAL			
184777	LIFT INSPECTIONS	5738-1	$350.00
		Total for Check: 99228	**$350.00**
STERLING CODIFIERS INC			
184818	ZONING BOOKS	15208	$757.00
		Total for Check: 99229	**$757.00**
STRANGE, MIKE			
184830	KLM REFUND	EN140816/21327	$450.00
		Total for Check: 99230	**$450.00**
SUBURBAN LABORATORIES, IN			
184772	BATERIA SAMPLES	114454	$19.00
		Total for Check: 99231	**$19.00**
SWITZER, JEANETTE			
184676	CONT BD/324 S GRANT	21688	$500.00
		Total for Check: 99232	**$500.00**
TALLGRASS SYSTEMS LTD			
184771	MDT BASE	066331A	$167.00
		Total for Check: 99233	**$167.00**
TERRACE SUPPLY CO			
184880	HOSES	70201457	$41.38
		Total for Check: 99234	**$41.38**
TERRY, RYAN			
184887	CONT BD/847 S ADAMS	22387	$500.00
		Total for Check: 99235	**$500.00**
THE HINSDALEAN			
184686	MAY PUBLICATIONS	23966/06/28/31/3	$1,637.75
184687	PUBLICATIONS	24477/90/52/67	$1,561.60
		Total for Check: 99236	**$3,199.35**
THE LAW OFFICES OF			
184945	LEGAL	H08202014	$100.00
		Total for Check: 99237	**$100.00**
THE POLICE & SHERIFFS			
184874	ID CARDS	60150	$32.49
		Total for Check: 99238	**$32.49**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
THE SWIM STORE			
184891	CONT BD/411 CANTERBURY	21288	$2,000.00
		Total for Check: 99239	**$2,000.00**
THIRD MILLENIUM			
184766	UTLITY BILLING	17256	$1,015.31
		Total for Check: 99240	**$1,015.31**
THOMSON REUTERS WEST			
184873	INFORMATION CHARGES	830049640	$144.32
		Total for Check: 99241	**$144.32**
TNT CONCRETE CONST INC			
184617	CONCRETE REPAIRS	9995-07/2014	$9,995.00
		Total for Check: 99242	**$9,995.00**
TOSHIBA BUSINESS			
184782	QTLY KLM COPIER CHARGES	11149707	$88.00
		Total for Check: 99243	**$88.00**
TOTAL PARKING SOLUTIONS			
184619	PARKING METERS	102678	$2,160.00
		Total for Check: 99244	**$2,160.00**
TPI BLDG CODE CONSULTANT			
184845	PLAN REVIEW	7129	$3,245.00
		Total for Check: 99245	**$3,245.00**
TRAFFIC CONTROL & PROTECT			
184539	SIGNS	80638	$326.75
184540	SIGNS	80757	$592.30
184599	OGDEN LANE CLOSURE	14077	$1,250.00
184693	SIGNS	80842	$858.70
		Total for Check: 99246	**$3,027.75**
TRANE			
184926	FILTERS	9695143R1	$26.50
184926	FILTERS	9695143R1	$26.49
		Total for Check: 99247	**$52.99**
TREJO, BLANCA			
184823	KLM REFUND	EN140810/21899	$450.00
		Total for Check: 99248	**$450.00**
TRIBE, MIKE			
184638	CLASS REFUND	131194	$110.00
		Total for Check: 99249	**$110.00**
UPS STORE #3276			
184544	UPS CHARGES	7910/7936	$10.38
184544	UPS CHARGES	7910/7936	$27.33
		Total for Check: 99250	**$37.71**
US GAS			
184513	OXYGEN	222176	$77.30
184533	OXYGEN	233616	$7.75
		Total for Check: 99251	**$85.05**
VERIZON WIRELESS			
184567	CELL PHONES	9729177267	$76.02
184567	CELL PHONES	9729177267	$84.04

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 99252	**$160.06**
VERTEX PROPERTIES LLC			
184914	CONT BD/510 N LINCOLN	21716	$5,000.00
		Total for Check: 99253	**$5,000.00**
VERYNCK, KATHLEEN			
184550	CONT BD/555 WOODLAND	21842	$500.00
		Total for Check: 99254	**$500.00**
VIESTRIO LLC			
184548	CONT BD/112 S WASHINGTON	22045	$4,000.00
		Total for Check: 99255	**$4,000.00**
VILLAGE OF HINSDALE			
184577	FIRE PETTY CASH	9029	$8.97
184577	FIRE PETTY CASH	9029	$25.00
184577	FIRE PETTY CASH	9029	$19.94
184577	FIRE PETTY CASH	9029	$20.00
184577	FIRE PETTY CASH	9029	$16.38
		Total for Check: 99256	**$90.29**
VILLAGE OF HINSDALE-POLIC			
184607	POLICE PETTY CASH	23228-07/14	$15.00
184607	POLICE PETTY CASH	23228-07/14	$19.99
184607	POLICE PETTY CASH	23228-07/14	$40.34
184607	POLICE PETTY CASH	23228-07/14	$25.00
184607	POLICE PETTY CASH	23228-07/14	$20.00
184607	POLICE PETTY CASH	23228-07/14	$108.95
184607	POLICE PETTY CASH	23228-07/14	$3.00
		Total for Check: 99257	**$232.28**
VILLAGE OF WILLOWBROOK			
184636	CLASS REIMBURSEMENT	63417	$144.00
		Total for Check: 99258	**$144.00**
VON STEIN, KAREN			
184882	CLASS REFUND	131760	$45.00
		Total for Check: 99259	**$45.00**
WAGEWORKS			
184789	MNTHLY FSA FEES	125A10338251	$12.00
184789	MNTHLY FSA FEES	125A10338251	$18.00
184789	MNTHLY FSA FEES	125A10338251	$6.00
184789	MNTHLY FSA FEES	125A10338251	$18.00
184789	MNTHLY FSA FEES	125A10338251	$12.00
184789	MNTHLY FSA FEES	125A10338251	$6.00
184789	MNTHLY FSA FEES	125A10338251	$12.00
		Total for Check: 99260	**$84.00**
WAREHOUSE DIRECT INC			
184505	PAPER GOODS	2393638	$26.64
184509	OFFICE SUPPLIES	2393629	$177.66
184623	OFFICE SUPPLIES	2402003	$24.99
184688	COPIER PAPER	2405777	$191.94
184688	COPIER PAPER	2405777	$63.98
184688	COPIER PAPER	2405777	$159.95

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
184688	COPIER PAPER	2405777	$159.95
184688	COPIER PAPER	2405777	$63.98
184846	OFFICE SUPPLIES	2410036	$41.22
184847	PAPER GOODS	2410029	$130.61
184857	OFFICE SUPPLIES	2410620/572/576	$227.31
184857	OFFICE SUPPLIES	2410620/572/576	$69.38
184858	OFFICE SUPPLIES	2410543/581/586	$233.35
184859	PAPER TOWELS	2410322	$97.56
184860	OFFICE SUPPLIES	2411468/2013	$92.16
184861	OFFICE SUPPLIES	2410549/597/614	$769.47
184908	TONER	2416216	$202.19
184928	ASST SUPPLIES	2414423	$270.22
184935	FRESHENER	2412243	$87.75
		Total for Check: 99261	**$3,090.31**
WARREN OIL COMPANY			
184768	FUEL	I0858883	$25,281.35
		Total for Check: 99262	**$25,281.35**
WATERS, JEFFREY			
184893	STM WTR/634 W HICKORY	20614	$9,122.00
		Total for Check: 99263	**$9,122.00**
WHOLESALE DIRECT, INC			
184632	VEHICLE SIGN	000209040	$32.64
		Total for Check: 99264	**$32.64**
WIDAMAN SIGN			
184574	LETTERING	63467	$190.00
		Total for Check: 99265	**$190.00**
WILLOWBROOK FORD INC			
184776	SENSOR	5094256	$69.14
		Total for Check: 99266	**$69.14**
WOLF PACK DEVELOPMENT			
184983	REFUND	24474	$90.00
		Total for Check: 99267	**$90.00**
XEROX CORPORATION			
184559	FIRE COPIER	075196492	$85.00
184560	FINANCE COPIER	075196491	$85.00
		Total for Check: 99268	**$170.00**
ZEE MEDICAL			
184609	MEDUICAL SUPPLIES	0100198036	$56.51
		Total for Check: 99269	**$56.51**
ZIEBELL WATER SERVICE			
184538	WATER MATERIALS	225668000	$629.72
184862	SEWER & WATER MATERIALS	225872	$1,333.04
184906	REPAIR MATERIALS	225895	$1,105.19
		Total for Check: 99270	**$3,067.95**
ZON COM PRODUCTIONS INC			
184932	EDITING 4TH OF JULY	955	$150.00
		Total for Check: 99271	**$150.00**

BLITT & GAINES, P.C.

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
184996	GARNISHMENT	082914000000000	$362.12
		Total for Check: 99272	**$362.12**
FIRST COMMUNICATIONS, LLC			
185016	TELEPHONE	12469378	$348.06
185016	TELEPHONE	12469378	$776.95
185016	TELEPHONE	12469378	$448.11
185016	TELEPHONE	12469378	$192.05
185016	TELEPHONE	12469378	$119.81
185016	TELEPHONE	12469378	$251.08
185016	TELEPHONE	12469378	$68.50
185017	TELEPHONE	12502066	$320.50
185017	TELEPHONE	12502066	$777.35
185017	TELEPHONE	12502066	$448.89
185017	TELEPHONE	12502066	$192.38
185017	TELEPHONE	12502066	$110.42
185017	TELEPHONE	12502066	$231.03
185017	TELEPHONE	12502066	$62.86
		Total for Check: 99273	**$4,347.99**
I.U.O.E.LOCAL 150			
184991	LOCAL 150 UNION DUES	082914000000000	$884.99
		Total for Check: 99274	**$884.99**
NATIONWIDE RETIREMENT SOL			
184986	USCM/PEBSCO	082914000000000	$1,655.00
184987	USCM/PEBSCO	082914000000000	$43.21
		Total for Check: 99275	**$1,698.21**
NATIONWIDE TRUST CO.FSB			
184988	PEHP UNION 150	082914000000000	$335.08
184989	PEHPPD	082914000000000	$535.61
184990	PEHP REGULAR	082914000000000	$2,118.94
		Total for Check: 99276	**$2,989.63**
STATE DISBURSEMENT UNIT			
184992	CHILD SUPPORT	082914000000000	$313.21
		Total for Check: 99277	**$313.21**
STATE DISBURSEMENT UNIT			
184993	CHILD SUPPORT	082914000000000	$585.00
		Total for Check: 99278	**$585.00**
STATE DISBURSEMENT UNIT			
184994	CHILD SUPPORT	082914000000000	$230.77
		Total for Check: 99279	**$230.77**
STATE DISBURSEMENT UNIT			
184995	CHILD SUPPORT	082914000000000	$764.77
		Total for Check: 99280	**$764.77**
STATE DISBURSEMENT UNIT			
184997	CHILD SUPPORT	082914000000000	$923.07
		Total for Check: 99281	**$923.07**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID

REPORT TOTAL $1,402,493.73

END OF REPORT

9b.

DATE: September 12, 2014

AGENDA SECTION ACA	**ORIGINATING DEPARTMENT** Finance
ITEM Accounts Payable	Darrell Langlois **APPROVED** Assistant Village Manager/Director of Finance

At the meeting of September 16, 2014 staff respectfully requests the presentation of the following motion to approve the accounts payable:

Motion: To move approval and payment of the accounts payable for the period of August 30, 2014 through September 12, 2014 in the aggregate amount of $2,199,713.75 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

STAFF APPROVALS

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

COMMITTEE ACTION:

BOARD ACTION:

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1571

FOR PERIOD August 30, 2014 through September 12, 2014

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of $2,199,713.75 reviewed and approved by the below named officials.

APPROVED BY _____ **DATE** 9/12/14
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY _____ **DATE** 9/12/14
VILLAGE MANAGER

APPROVED BY _____ **DATE** _____
VILLAGE TRUSTEE

Village of Hinsdale
Warrant # 1571
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	129,320.06	-	129,320.06
2012A Bond Fund	32755	515.00		515.00
Capital Project Fund	45300	704,085.04		704,085.04
Water & Sewer Operation	61061	660,857.91		660,857.91
Water & Sewer Operation	61061	391,967.51		391,967.51
Escrow Funds	72100	76,551.50		76,551.50
Payroll revolving Fund	79000	11,652.29	224,764.44	236,416.73
Total		**1,974,949.31**	**224,764.44**	**2,199,713.75**

Village of Hinsdale

Schedule of Bank Wire Transfers and ACH Payments

1571

Payee/ Date	Description	Vendor Invoice	Invoice Amount	
Electronic Federal Tax Payment Systems 9/12/2014	Village Payr	FWH	47,742.41	47,742.41
Electronic Federal Tax Payment Systems 9/12/2014	Village Payr	FICA/MCARE	36,488.10	84,230.51
Illinois Department of Revenue 9/12/2014	Village Payr	State Tax Withholding	17,214.71	
ICMA - 457 Plans 9/12/2014	Village Payr	Employee Withholding	13,696.52	
H SA PLAN CONTRIBUTION		Employee Withholding	1,742.04	
Intergovernmental Personnel Benefit Cooperative Employee Health Insurance September 2014		Employer/Employee	-	
Illinois Municipal Retirement Fund		Employer/Employee	107,880.66	
		Total Bank Wire Transfers and ACH Payments	224,764.44	
		ipbc-general	-	
		payroll	224,764.44	

WARRANT REGISTER: 1571 DATE: 09/16/14

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
4500 NORTH LINCOLN CORP			
185176	CATERER REFUND	140830/21917	$500.00
		Total for Check: 99282	**$500.00**
ABC COMMERCIAL MAINT SERV			
185286	KLM JANTORIAL SERVICES	083	$1,664.00
		Total for Check: 99283	**$1,664.00**
ACRES GROUP			
185019	CONT BD/622 S BODIN	22424	$500.00
		Total for Check: 99284	**$500.00**
AIR ONE EQUIPMENT			
185238	MAINTENANCE	97479	$310.00
		Total for Check: 99285	**$310.00**
ALEXANDER EQUIPMENT			
185188	CHAIN SAW PARTS	105042	$292.15
		Total for Check: 99286	**$292.15**
ALL CLEANERS			
185186	CUSTODIAL SERVICES	083114	$1,530.00
185186	CUSTODIAL SERVICES	083114	$1,345.00
185186	CUSTODIAL SERVICES	083114	$1,951.00
185186	CUSTODIAL SERVICES	083114	$540.00
		Total for Check: 99287	**$5,366.00**
ALLIED WASTE REPUBLIC SVC			
185097	ST SWEEPING DUMPSTERS	0551011031356	$2,228.87
		Total for Check: 99288	**$2,228.87**
AMALGAMATED BK OF CHICAGO			
185181	BOND FEES	1854992009-09/14	$515.00
		Total for Check: 99289	**$515.00**
AMERICAN MESSAGING			
185172	PAGERS	U115371001-09/14	$68.96
185172	PAGERS	U115371001-09/14	$18.32
		Total for Check: 99290	**$87.28**
AMERICAN PLATFORM TENNIS			
185281	ANNUAL DUES	63367	$50.00
		Total for Check: 99291	**$50.00**
AMERICAN UNDERGROUND INC			
185156	SEWER TELEVISING	7846	$3,195.00
		Total for Check: 99292	**$3,195.00**
APTEAN, INC.			
185170	DIALOG WEB BASED	R1713180	$4,333.56
185170	DIALOG WEB BASED	R1713180	$780.50
185170	DIALOG WEB BASED	R1713180	$780.50
185305	ADDITIONAL PROJECTS	PS312062-064	$5,266.25
		Total for Check: 99293	**$11,160.81**
ARAMARK UNIFORM SERVICES			
185144	UNIFORMS	2078688072	$42.02
185144	UNIFORMS	2078688072	$44.00
185144	UNIFORMS	2078688072	$28.69
185144	UNIFORMS	2078688072	$29.93

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
185144	UNIFORMS	2078688072	$33.29
185144	UNIFORMS	2078688072	$72.42
185273	UNIFORMS	2078697466	$42.02
185273	UNIFORMS	2078697466	$43.99
185273	UNIFORMS	2078697466	$28.69
185273	UNIFORMS	2078697466	$29.93
185273	UNIFORMS	2078697466	$33.28
185273	UNIFORMS	2078697466	$72.40
		Total for Check: 99294	**$500.66**
BANNERVILLE USA			
185284	KLM SIGNS	18521/18535	$695.00
185284	KLM SIGNS	18521/18535	$275.00
		Total for Check: 99295	**$970.00**
BND INTERIORS INC			
185253	CONT BD/600 W OGDEN	22026	$500.00
		Total for Check: 99296	**$500.00**
BNSF RAILWAY			
185191	CERTIFICATION	62328	$150.00
		Total for Check: 99297	**$150.00**
BUZELIS, KRISTINA			
185177	CLASS CANCELLED	132229	$165.00
		Total for Check: 99298	**$165.00**
CADENCE HEALTH PROTON			
185162	KLM REFUND	EN140824/21884	$500.00
		Total for Check: 99299	**$500.00**
CALEA			
185029	ANNUAL CONTRIBUTION	16369	$4,065.00
		Total for Check: 99300	**$4,065.00**
CARDIAC SCIENCE CORP.			
185125	HARNESS ASSEMBLY	1623734	$44.72
		Total for Check: 99301	**$44.72**
CATCHING FLUID POWER			
185102	PARKER BRASS	5939058	$2.41
		Total for Check: 99302	**$2.41**
CDW-GOVERNMENT INC.			
185007	MINI USB	NT33436	$51.01
		Total for Check: 99303	**$51.01**
CHARIOT AUTOMOTIVE			
185159	TOW CHARGES	61970-61972	$125.00
185159	TOW CHARGES	61970-61972	$125.00
185159	TOW CHARGES	61970-61972	$375.00
		Total for Check: 99304	**$625.00**
CHICAGO TRIBUNE SUBSCRIPT			
185145	RENEWAL	20097644-09/14	$81.25
		Total for Check: 99305	**$81.25**
CHIHAK, YVONNE			
185163	KLM REFUND	EN140822/21873	$325.00
		Total for Check: 99306	**$325.00**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
CHRISTIAN STEVEN SOFTWARE			
185229	RENEWAL	6353	$1,520.40
		Total for Check: 99307	**$1,520.40**
CHUBASCO LAWN SPINKLERS			
185247	CONT BD/621 N COUNTY LINE	19305	$500.00
		Total for Check: 99308	**$500.00**
CINTAS CORPORATION 769			
185155	RUGS TOWELS ETC	769457385	$30.90
185155	RUGS TOWELS ETC	769457385	$32.81
185155	RUGS TOWELS ETC	769457385	$129.75
185155	RUGS TOWELS ETC	769457385	$23.40
185158	RUGS TOWELS ETC	769460791	$30.90
185158	RUGS TOWELS ETC	769460791	$76.98
185158	RUGS TOWELS ETC	769460791	$32.81
185158	RUGS TOWELS ETC	769460791	$129.75
185158	RUGS TOWELS ETC	769460791	$23.40
185197	RUGS TOWELS ETC	769464215	$30.90
185197	RUGS TOWELS ETC	769464215	$32.81
185197	RUGS TOWELS ETC	769464215	$129.75
185197	RUGS TOWELS ETC	769464215	$23.40
		Total for Check: 99309	**$727.56**
COLORADO STATE PATROL			
185126	ALIVE @ 25 DVD	463	$300.00
		Total for Check: 99310	**$300.00**
COMCAST			
185092	POOL	0037136-09/2014	$147.45
185276	PD & FD	0036881-09/14	$86.20
185276	PD & FD	0036881-09/14	$86.20
185277	PW & WP	0036815-09/14	$62.70
185277	PW & WP	0036815-09/14	$62.70
185278	KLM LODGE	0036807-09/14	$92.40
185279	VOH	0036757-09/14	$207.35
		Total for Check: 99311	**$745.00**
COMED			
185091	21 SPINNING WHEEL	1131101044-08/14	$334.60
185095	PIERCE PARK	7011481009-08/14	$32.56
185242	TRAFFIC SIGNALS	1653148069-08/14	$32.21
		Total for Check: 99312	**$399.37**
COMMERCIAL COFFEE SERVICE			
185002	COFFEE	125735	$103.50
185290	COFFEE	125927	$34.50
		Total for Check: 99313	**$138.00**
CONSTELLATION NEWENERGY			
185130	908 ELM STREET	0189121033-08/14	$296.98
185167	TRANSFORMER	5691100003-08/14	$1,647.98
185243	STREET LIGHTS	1092471003-08/14	$586.32
		Total for Check: 99314	**$2,531.28**
COOK, ROBERT			

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
185255	CONT BD/631 S BODIN	22414	$500.00
		Total for Check: 99315	**$500.00**
COUCORAN HOMES INC			
185251	CONT BD/622 N LINCOLN	21781	$500.00
		Total for Check: 99316	**$500.00**
D. POLLACK GLASS & MIRROR			
185231	THERMAL WINDOW	1045304	$118.41
		Total for Check: 99317	**$118.41**
DESIGN PERSPECTIVES			
185264	PIERCE PARK	141427Q2	$2,374.00
		Total for Check: 99318	**$2,374.00**
DIRECT ADVANTAGE INC			
185259	MONTHLY RETAINER	1124	$2,075.00
		Total for Check: 99319	**$2,075.00**
DRISCOLL, BRIAN			
185107	CLASS CANCELLED	132002	$30.00
		Total for Check: 99320	**$30.00**
DUPAGE COUNTY DIV OF			
185266	PERMIT FEES	4455-08/2014	$4,455.00
		Total for Check: 99321	**$4,455.00**
DUPAGE JUVENILE OFFICERS			
185180	2014 FALL CONFERENCE	63454	$110.00
		Total for Check: 99322	**$110.00**
DUPAGE MAYORS & MANAGERS			
185194	STP WORKSHOP	8114	$10.00
		Total for Check: 99323	**$10.00**
DUPAGE WATER COMMISSION			
185296	WATER	10594	$372,019.32
		Total for Check: 99324	**$372,019.32**
EAGLE UNIFORMS INC			
185239	UNIFORMS	232834	$108.75
		Total for Check: 99325	**$108.75**
EMBREE, ALLISON			
185230	CLASS REFUND	132318	$216.00
		Total for Check: 99326	**$216.00**
ENVIRO-TEST/PERRY LABORAT			
185084	LAB SERVICES	1415303	$108.00
		Total for Check: 99327	**$108.00**
EQUIPMENT MANAGEMENT CO.			
185136	OSC MALE CONNECTOR	43782	$220.03
		Total for Check: 99328	**$220.03**
ESLER, CHARLES			
185256	CONT BD/740 W NORTH	22501	$500.00
		Total for Check: 99329	**$500.00**
FCWRD			
185090	WATER	8919-08/14	$269.72
		Total for Check: 99330	**$269.72**
FEDEX			

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
185087	OVERNIGHT MAIL	276303093	$32.27
185087	OVERNIGHT MAIL	276303093	$27.10
		Total for Check: 99331	**$59.37**
FIRE SAFETY CONSULTANTS			
185258	PLAN REVIEW INSPECTIONS	2014920	$1,134.00
		Total for Check: 99332	**$1,134.00**
FITCH RATINGS, INC			
185147	BOND RATING	7119023642	$13,000.00
		Total for Check: 99333	**$13,000.00**
FOX VALLEY FIRE & SAFETY			
185000	RECHARGE FIRE EXT	852488	$272.00
		Total for Check: 99334	**$272.00**
FRED GLINKE PLUMBING AND			
185103	CLEANOUT PLUG	30731	$34.50
		Total for Check: 99335	**$34.50**
FREY, LYNN			
185118	SOFTBALL UMPIRE	63420	$32.00
		Total for Check: 99336	**$32.00**
FUKAR, KEN			
185119	SOFTBALL UMPIRE	63421	$64.00
		Total for Check: 99337	**$64.00**
FULLERS HOME & HARDWARE			
185152	ASST HARDWARE	VARIES	$34.12
185152	ASST HARDWARE	VARIES	$25.39
185152	ASST HARDWARE	VARIES	$63.09
185152	ASST HARDWARE	VARIES	$26.10
185152	ASST HARDWARE	VARIES	$69.69
185152	ASST HARDWARE	VARIES	$31.18
185152	ASST HARDWARE	VARIES	$17.96
185152	ASST HARDWARE	VARIES	$68.69
185152	ASST HARDWARE	VARIES	$13.82
185152	ASST HARDWARE	VARIES	$2.29
185152	ASST HARDWARE	VARIES	$103.98
185152	ASST HARDWARE	VARIES	$23.47
185152	ASST HARDWARE	VARIES	$19.57
185152	ASST HARDWARE	VARIES	$7.99
185152	ASST HARDWARE	VARIES	$25.80
185152	ASST HARDWARE	VARIES	$19.98
		Total for Check: 99338	**$553.12**
FULLERS SERVICE CENTER IN			
185182	PD CAR WASHES	80578200832	$240.00
185189	CAR WASHES	50609199360	$21.90
185189	CAR WASHES	50609199360	$8.00
		Total for Check: 99339	**$269.90**
GENES TIRE SERVICE			
185232	TIRE	109647	$334.94
		Total for Check: 99340	**$334.94**
GIANNELLI, JOHN			

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
185134	CLASS REIMBURSEMENT	50250-08/14	$502.50
		Total for Check: 99341	**$502.50**
GIULIANOS			
185236	EMERGENCY MEALS	4971	$49.71
		Total for Check: 99342	**$49.71**
GOLDY LOCKS, INC			
185179	REPAIRS	623145	$175.00
		Total for Check: 99343	**$175.00**
GRAINGER, INC.			
185297	ASST SUPPLIES	63270	$71.46
185297	ASST SUPPLIES	63270	$33.60-
185297	ASST SUPPLIES	63270	$163.08
185297	ASST SUPPLIES	63270	$93.06
		Total for Check: 99344	**$294.00**
GURZYNSKI, SALLY			
185270	CLASS REFUND	132352	$45.00
		Total for Check: 99345	**$45.00**
HALOGEN SUPPLY COMPANY			
185245	POOL STEPS	00456819	$202.66
		Total for Check: 99346	**$202.66**
HAWKINS, INC.			
184999	POOL CHEMICALS	3634850	$816.20
185150	POOL CHEMICALS	3638417	$770.00
185151	VEECK CHEMICALS	3638416	$626.00
		Total for Check: 99347	**$2,212.20**
HILBERT, DAVE			
185120	SOFTBALL UMPIRE	63422	$96.00
		Total for Check: 99348	**$96.00**
HILDEBRAND SPORTING GOODS			
185294	NAME PLATES	08862	$56.00
		Total for Check: 99349	**$56.00**
HOMEFIELD ENERGY			
185142	STREET LIGHTS	105439514081	$8,336.82
		Total for Check: 99350	**$8,336.82**
HOVING PIT STOP			
185274	KLM PORTABLES	93243	$326.00
		Total for Check: 99351	**$326.00**
IAEI			
185153	RENEWAL	63097	$102.00
		Total for Check: 99352	**$102.00**
ICE MOUNTAIN WATER			
185265	REFRESHMENTS	04H0120706023	$48.07
		Total for Check: 99353	**$48.07**
IHC CONSTRUCTION COMPANY			
185088	VEECK PARK PUMPS	32022	$1,992.00
185089	ADDITIONAL LABOR	32022-1	$2,833.70
		Total for Check: 99354	**$4,825.70**
ILLCO, INC.			

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
185101	5/2014 SWITCH	2345705		$109.50
		Total for Check:	**99355**	**$109.50**
ILLINOIS ASSOCIATION OF				
185028	TRAINING	2014308		$99.00
		Total for Check:	**99356**	**$99.00**
ILLINOIS FIRE CHIEFS ASSN				
185237	TRAINING	FO140242		$300.00
		Total for Check:	**99357**	**$300.00**
ILLINOIS FIRE INSPECTORS				
185174	CLASS	16276		$190.00
		Total for Check:	**99358**	**$190.00**
ILLINOIS FIRE SAFETY				
185140	FIRE LUNCHEON	63474		$200.00
		Total for Check:	**99359**	**$200.00**
ILLINOIS GIRLS LACROSSE				
184998	SUMMER CAMP	633		$2,275.00
		Total for Check:	**99360**	**$2,275.00**
ILLINOIS PUMP INC				
185157	PUMP REPAIRS	9385/9340		$1,950.00
185157	PUMP REPAIRS	9385/9340		$496.72
		Total for Check:	**99361**	**$2,446.72**
IMAGE TREND INC				
185234	PARAMEDIC REPORT	30637		$400.00
		Total for Check:	**99362**	**$400.00**
INDUSTRIAL ELECTRIC				
185083	LAMP	227464		$38.50
185133	MISC PARTS	227174		$27.57
		Total for Check:	**99363**	**$66.07**
INTERNATIONAL EXTERMINATO				
185195	EXT FEES	91488921		$40.00
185195	EXT FEES	91488921		$40.00
185195	EXT FEES	91488921		$113.00
185195	EXT FEES	91488921		$40.00
185195	EXT FEES	91488921		$40.00
		Total for Check:	**99364**	**$273.00**
IRMA				
185257	AUGUST DEDUCTIBLE	13564/13595		$1,515.34
185257	AUGUST DEDUCTIBLE	13564/13595		$53.60
185257	AUGUST DEDUCTIBLE	13564/13595		$125.71
185283	TRAINING	63366		$75.00
		Total for Check:	**99365**	**$1,769.65**
J MCLAUGHLIN				
185196	REFUND	12800		$128.00
		Total for Check:	**99366**	**$128.00**
JACOBS, SHARON				
185164	KLM REFUND	EN140823/21867		$500.00
		Total for Check:	**99367**	**$500.00**
JARECZEK, LYNN				

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
185161	KLM REFUND	EN140831/21345		$500.00
		Total for Check:	**99368**	**$500.00**
JOHN NERI CONSTRUCTION IN				
185300	WOODLANDS PHASE 2	05		$170,179.91
185300	WOODLANDS PHASE 2	05		$220,773.93
185300	WOODLANDS PHASE 2	05		$68,991.86
185301	2014 RECONSTRUCTION	005		$520,905.13
185301	2014 RECONSTRUCTION	005		$224,423.71
185301	2014 RECONSTRUCTION	005		$142,213.41
		Total for Check:	**99369**	**$1,347,487.95**
JOHNSON, SHAWN				
185122	SAFETY BOOTS	63400		$147.35
		Total for Check:	**99370**	**$147.35**
KAMIN LANDSCAPING				
185254	CONT BD/5641 S WASHINGTON	22398		$500.00
		Total for Check:	**99371**	**$500.00**
KIEFT BROS INC				
185080	BASIN REPAIRS	204982		$716.99
		Total for Check:	**99372**	**$716.99**
KIM, EUNICE E				
185248	CONT BD/522 N VINE	21265		$500.00
		Total for Check:	**99373**	**$500.00**
KLEIN,THORPE,JENKINS LTD				
185171	JULY LEGAL	171201		$18,910.76
		Total for Check:	**99374**	**$18,910.76**
KOESKI, DENNIS				
185141	SOFTBALL UMPIRE	63423		$32.00
		Total for Check:	**99375**	**$32.00**
KRAMER FOODS				
185241	COOK OUT SUPPLIES	06510587		$27.82
		Total for Check:	**99376**	**$27.82**
KREJCI, MEL				
185116	SOFTBALL UMPIRE	63426		$66.63
		Total for Check:	**99377**	**$66.63**
LAKE BROTHERS CONTRACTING				
185020	CONT BD/112-114 S WASHING	21570		$1,250.00
		Total for Check:	**99378**	**$1,250.00**
LAPSHIN, TRACY				
185079	FENCING	14SUM		$400.00
		Total for Check:	**99379**	**$400.00**
MAHENDRA, YOGENDER				
185250	CONT BD/427 PHILLIPPA	21682		$500.00
		Total for Check:	**99380**	**$500.00**
MANGANIELLO, JIM				
185148	METER READINGS	147750-08/2014		$1,477.50
		Total for Check:	**99381**	**$1,477.50**
MARTINA, DON				
185121	SOFTBALL UMPIRE	63424		$64.00

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 99382	**$64.00**
MATHEWS, DAVE			
185139	SOFTBALL UMPIRE	63425	$128.00
		Total for Check: 99383	**$128.00**
MEDICOM REIMBURSEMENT			
185280	BROCHURES	4640/4675	$23.00
		Total for Check: 99384	**$23.00**
MENARDS			
185190	MISC PARTS	70435	$109.21
185299	ASST LUMBER	74250	$194.23
		Total for Check: 99385	**$303.44**
METROPOLITAN FIRE CHIEFS			
185168	FIRE LUNCHEON	63479	$105.00
		Total for Check: 99386	**$105.00**
MINER ELECTRONICS			
185006	SQUAD REPAIRS	254458	$142.50
		Total for Check: 99387	**$142.50**
MITTIGA, RONNA			
185268	CLASS REFUND	130924	$210.00
		Total for Check: 99388	**$210.00**
NATIONAL RECREATION AND			
185285	RENEWAL	41973	$390.00
		Total for Check: 99389	**$390.00**
NEW LIFE SEALCOATING			
185106	SEAL COAT	61475	$200.00
		Total for Check: 99390	**$200.00**
NICOR GAS			
185027	GENERATOR	3846601000-08/14	$41.43
185027	GENERATOR	3846601000-08/14	$41.43
185154	YOUTH CENTER	9007790000-08/14	$79.38
185295	350 N VINE	132711000-08/14	$75.03
		Total for Check: 99391	**$237.27**
NORTHEASTERN WISCONSIN			
185289	CLASS	SFT0000099737	$175.00
		Total for Check: 99392	**$175.00**
P & G KEENE			
185233	PARTS FOR #1019	189861/346770	$1,777.95
185233	PARTS FOR #1019	189861/346770	$346.48
		Total for Check: 99393	**$2,124.43**
PACIFIC TELEMANAGEMENT			
185169	VEECK PARK	676620	$78.00
		Total for Check: 99394	**$78.00**
PASSERO BLUIDERS			
185023	STM WTR/714 S LINCOLN	17344	$1,445.00
185108	CONT BD/111 S LINCOLN	18655	$1,000.00
185109	STM WTR/645 S BRUNER	13145	$1,622.00
185110	STM WTR/306 N LINCOLN	13495	$1,531.00
185111	STM WTR/207 N VINE	14237	$1,636.00

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
185112	STM WTR/107 S GRANT	15129	$1,480.00
185113	SITE MNGE/111 S LINCOLN	16025	$3,000.00
185114	SITE MNGE/911 S VINE	16568	$3,000.00
		Total for Check: 99395	**$14,714.00**
PATTEN INDUSTRIES, INC			
185235	FUEL LINE	50C520655	$39.64
		Total for Check: 99396	**$39.64**
PAYNE, JONATHAN			
185165	KLM REFUND	EN140830/21639	$500.00
		Total for Check: 99397	**$500.00**
PC KING			
185132	PC REPAIR	50759	$65.00
		Total for Check: 99398	**$65.00**
PHILLIPS FLORIST			
185272	FLOWERS	0048513	$70.00
		Total for Check: 99399	**$70.00**
PIECZYNSKI, LINDA			
185137	PROSECUTOR	6203	$1,692.00
		Total for Check: 99400	**$1,692.00**
PLAQUES PLUS			
185117	SOFTBALL TROPHY	22464	$65.12
		Total for Check: 99401	**$65.12**
POWER DMS INC			
185115	ANNUAL POLICY LICENSE	09136	$1,571.78
		Total for Check: 99402	**$1,571.78**
PPG ARCHITECTURAL COATING			
185288	MODEUM	CG008228	$44.89
		Total for Check: 99403	**$44.89**
PRAXAIR DISTRIBUTION, INC			
185149	POOL	50264156	$24.38
		Total for Check: 99404	**$24.38**
PROVEN BUSINESS SYSTEMS			
185123	COPIER MAINTENANCE	205729	$285.00
185123	COPIER MAINTENANCE	205729	$247.00
185123	COPIER MAINTENANCE	205729	$247.00
185123	COPIER MAINTENANCE	205729	$285.00
185124	COPIER MAINT CONTRACT	205181	$107.50
		Total for Check: 99405	**$1,171.50**
PTR TRUCKS PARTS & SERVIC			
185100	REPLACEMENT RADIATOR	109293	$620.65
		Total for Check: 99406	**$620.65**
PUCKERVILLE FARMS			
185275	FALL FEST	1235-09/2014	$875.00
185275	FALL FEST	1235-09/2014	$180.00
185275	FALL FEST	1235-09/2014	$70.00
185275	FALL FEST	1235-09/2014	$110.00
		Total for Check: 99407	**$1,235.00**
QUARRY MATERIALS, INC.			

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
185077	ASPHALT MATERIALS	50815/38/63	$1,333.34
185184	ASPHALT MATERIALS	50884	$372.35
		Total for Check: 99408	**$1,705.69**
RED WING SHOE STORE			
185131	SAFETY BOOTS	450000007498	$150.00
		Total for Check: 99409	**$150.00**
RELIABLE FIRE EQUIPMENT C			
185269	KLM HOOD INSPECTION	637011	$155.00
		Total for Check: 99410	**$155.00**
RIORDAN, MATTHEW			
185267	CONT BD/648 HARDING	22359	$500.00
		Total for Check: 99411	**$500.00**
ROBINSON, JOHN			
185024	SITE MNGE/233 N MONROE	21219	$3,000.00
		Total for Check: 99412	**$3,000.00**
ROBINSON, JOHN			
185025	CONT BD/233 N MONROE	21218	$10,000.00
		Total for Check: 99413	**$10,000.00**
ROBINSON, JOHN			
185026	CONT BD/233 N MONROE	021824	$8,587.50
		Total for Check: 99414	**$8,587.50**
ROSENBAUER MINNESOTA LLC			
185135	MISC REPAIR PARTS	0000013808	$876.95
		Total for Check: 99415	**$876.95**
RPM GARAGE DOOR &			
185105	REPAIR GATE	109306	$135.00
		Total for Check: 99416	**$135.00**
SABALA CONSTRUCTION			
185249	CONT BD/122 E FOURTH	21498	$10,000.00
		Total for Check: 99417	**$10,000.00**
SAGMEISTER, JEAN			
185099	REISSUE CK#94880	120956-1	$94.00
		Total for Check: 99418	**$94.00**
SAMS CLUB #6384			
185262	ASST SUPPLIES	7715090615925872	$347.92
185262	ASST SUPPLIES	7715090615925872	$39.96
		Total for Check: 99419	**$387.88**
SERVICE FORMS & GRAPHICS			
185003	BUSINESS CARDS	149562	$48.82
185008	CARDS/WATER SERVICE FORM	14905/606	$48.82
185008	CARDS/WATER SERVICE FORM	14905/606	$211.91
		Total for Check: 99420	**$309.55**
START GROUP			
185098	RESCUE TRAINING	S014791	$550.00
		Total for Check: 99421	**$550.00**
STOMPER, SCOTT			
185001	BROCHURE DESIGN	0044	$85.00
		Total for Check: 99422	**$85.00**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
SUBURBAN DOOR CHECK			
185298	DUP KEYS	452210	$9.20
		Total for Check: 99423	**$9.20**
SUBURBAN LAW ENFORCEMENT			
185292	LUNCHEON	63533	$75.00
		Total for Check: 99424	**$75.00**
T REXPLORERS LLC			
185128	CLASS REIMBURSEMENT	20140031	$300.00
		Total for Check: 99425	**$300.00**
TALLGRASS SYSTEMS LTD			
185244	ELECTRICAL WORK AT FIRE	066359/360	$270.00
185244	ELECTRICAL WORK AT FIRE	066359/360	$110.00
		Total for Check: 99426	**$380.00**
TAMELING INDUSTRIES			
185246	COARSE SAND	0097134	$238.68
		Total for Check: 99427	**$238.68**
TEMPERATURE ENGINEERING I			
185282	KLM ICE MACHINE REPAIRS	898853	$205.00
		Total for Check: 99428	**$205.00**
THE HINSDALEAN			
185004	BIDS	35038/39 34934	$649.60
185005	PUBLIC HEARINGS	35043-35045	$547.20
185183	EMPLOY AD/PUBLICATIONS	35153	$668.80
185183	EMPLOY AD/PUBLICATIONS	35153	$83.95
		Total for Check: 99429	**$1,949.55**
THORGUARD INC			
185271	ANTENNA REPAIR	38283	$669.78
		Total for Check: 99430	**$669.78**
TOCCO, JOSEPH			
185015	CONT BD/741 S BODIN	22464	$500.00
		Total for Check: 99431	**$500.00**
TPI BLDG CODE CONSULTANT			
185260	PLAN REVIEW	7145	$11,081.70
		Total for Check: 99432	**$11,081.70**
TRAFFIC CONTROL & PROTECT			
185082	BRACKET	81011	$143.10
185096	GARFIELD PAYBOX SIGNS	80993	$252.85
185185	SIGNS	81051	$135.90
		Total for Check: 99433	**$531.85**
TRANE			
185175	MISC PARTS	1969743754	$2.71
		Total for Check: 99434	**$2.71**
UPS STORE #3276			
185086	UPS SHIPPING	8129	$20.31
		Total for Check: 99435	**$20.31**
US GAS			
185240	CYLINDER RENTAL	235139	$7.75
		Total for Check: 99436	**$7.75**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
USA BLUE BOOK			
185138	SAMPLE PACKS	369357	$135.77
185160	CHEMICAL TEST REAGENTS	366835	$360.57
185173	PUMP PARTS	430259	$162.24
		Total for Check: 99437	**$658.58**
VERIZON WIRELESS			
185302	CELL PHONES	9730883225	$450.87
185302	CELL PHONES	9730883225	$84.01
		Total for Check: 99438	**$534.88**
VILLAGE OF HINSDALE-FIRE			
185192	FIRE PETTY CASH	8692	$30.00
185192	FIRE PETTY CASH	8692	$29.87
185192	FIRE PETTY CASH	8692	$27.05
		Total for Check: 99439	**$86.92**
VILLAGE OF HINSDALE-POLIC			
185166	POLICE PETTY CASH	31153	$100.00
185166	POLICE PETTY CASH	31153	$127.86
185166	POLICE PETTY CASH	31153	$83.67
		Total for Check: 99440	**$311.53**
WAREHOUSE DIRECT INC			
185078	OFFICE SUPPLIES	2424296//560	$163.20
185081	OFFICE SUPPLIES	2423090/22/267	$37.79
185081	OFFICE SUPPLIES	2423090/22/267	$251.61
185081	OFFICE SUPPLIES	2423090/22/267	$61.34
185085	OFFICE SUPPLIES	2422034	$91.95
185193	OFFICE SUPPLIES	2429143	$65.72
		Total for Check: 99441	**$671.61**
WILD GINGER ASIAN CUISINE			
185252	CONT BD/44 S WASHINGTON	21849	$10,000.00
		Total for Check: 99442	**$10,000.00**
WILLOWBROOK FORD INC			
185291	SQUAD REPAIRS	5095926	$83.74
		Total for Check: 99443	**$83.74**
WODKA, MARK			
185127	BRACKETS/DRIVE	1033555433450	$25.69
185127	BRACKETS/DRIVE	1033555433450	$54.99
		Total for Check: 99444	**$80.68**
WOODRIDGE BUILDERS			
185018	CONT BD/5648 S OAK	22433	$500.00
		Total for Check: 99445	**$500.00**
WORLDPOINT			
185010	HCP CARDS	5435216	$205.95
		Total for Check: 99446	**$205.95**
XEROX CORPORATION			
185093	MAINTENANCE	075669574	$85.00
185094	MAINTENANCE	430259	$85.00
		Total for Check: 99447	**$170.00**
YALAMANCHI, RAVI			

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
185021	CONT BD/20 GLENDALE	21230	$10,000.00
		Total for Check: 99448	**$10,000.00**
YALAMANCHI, RAVI			
185022	SITE MNGE/20 GLENDALE	21231	$3,000.00
		Total for Check: 99449	**$3,000.00**
SIMMONS, CORLYN			
185187	TREE REIMBURSEMENT	1677894	$260.00
		Total for Check: 99450	**$260.00**
AFLAC-FLEXONE			
185316	AFLAC OTHER	091214000000000	$275.77
185317	ALFAC OTHER	091214000000000	$204.62
185318	AFLAC SLAC	091214000000000	$58.41
		Total for Check: 99451	**$538.80**
BLITT & GAINES, P.C.			
185328	GARNISHMENT	091214000000000	$362.12
		Total for Check: 99452	**$362.12**
COLONIAL LIFE PROCCESSING			
185306	COLONIAL S L A C	091214000000000	$60.98
185307	COLONIAL OTHER	091214000000000	$27.63
		Total for Check: 99453	**$88.61**
I.U.O.E.LOCAL 150			
185323	LOCAL 150 UNION DUES	091214000000000	$884.99
		Total for Check: 99454	**$884.99**
ILLINOIS FRATERNAL ORDER			
185309	UNION DUES	091214000000000	$688.00
		Total for Check: 99455	**$688.00**
J MICHAEL MEISSNER			
185330	RETAINER	700-08/14	$700.00
		Total for Check: 99456	**$700.00**
NATIONWIDE RETIREMENT SOL			
185310	USCM/PEBSCO	091214000000000	$48.56
185311	USCM/PEBSCO	091214000000000	$1,655.00
		Total for Check: 99457	**$1,703.56**
NATIONWIDE TRUST CO.FSB			
185319	PEHP UNION 150	091214000000000	$335.08
185320	PEHP REGULAR	091214000000000	$2,121.40
185321	PEHPPD	091214000000000	$535.61
		Total for Check: 99458	**$2,992.09**
NCPERS GRP LIFE INS#3105			
185308	LIFE INS	091214000000000	$304.00
		Total for Check: 99459	**$304.00**
STATE DISBURSEMENT UNIT			
185322	MAINTENANCE	091214000000000	$500.00
		Total for Check: 99460	**$500.00**
STATE DISBURSEMENT UNIT			
185324	CHILD SUPPORT	091214000000000	$313.21
		Total for Check: 99461	**$313.21**
STATE DISBURSEMENT UNIT			

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
185325	CHILD SUPPORT	091214000000000	$585.00
		Total for Check: 99462	**$585.00**
STATE DISBURSEMENT UNIT			
185326	CHILD SUPPORT	091214000000000	$230.77
		Total for Check: 99463	**$230.77**
STATE DISBURSEMENT UNIT			
185327	CHILD SUPPORT	091214000000000	$764.77
		Total for Check: 99464	**$764.77**
STATE DISBURSEMENT UNIT			
185329	CHILD SUPPORT	091214000000000	$923.07
		Total for Check: 99465	**$923.07**
VILLAGE OF HINSDALE			
185312	MEDICAL REIMBURSEMENT	091214000000000	$358.34
185313	DEP CARE REIMB.F/P	091214000000000	$45.83
185314	MEDICAL REIMBURSEMENT	091214000000000	$327.46
185315	DEP CARE REIMBURSEMENT	091214000000000	$41.67
		Total for Check: 99466	**$773.30**
ZENITH LANDSCAPE GROUP LL			
185303	LANDSCAPING	4205	$6,385.00
185303	LANDSCAPING	4205	$180.00
185304	LANDSCAPING-08/14	4204	$12,131.00
185304	LANDSCAPING-08/14	4204	$210.00
		Total for Check: 99467	**$18,906.00**

REPORT TOTAL $1,974,949.31

END OF REPORT

9c

DATE: September 16, 2014

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER ACA	**ORIGINATING DEPARTMENT** Administration
ITEM To Recommend Approval of the Closure of Village Place Adjacent to Hinsdale Bank & Trust on October 11, 2014 from 8 a.m. until 3:30 p.m. for Hinsdale Bank & Trust's Annual Oktoberfest	**APPROVED** Timothy J. Scott, AICP, CNU-A Director of Econ. Development & Urban Design

Hinsdale Bank and Trust will hold its Annual Oktoberfest on Saturday, October 11th from 11 a.m. until 2:00 p.m. As in past years, this traditional event will include a cookout and feature music.

To accommodate attendees, the bank is requesting that a portion of Village Place adjacent to the bank be closed from 8:00 a.m. until 3:30 p.m. The remainder of this internal street will remain open, from the entrance off of Hinsdale Avenue to the point where it connects with the Garfield Lot.

Should the Committee concur with this recommendation, the following motion would be appropriate:

MOTION: To Recommend Approval of the Closure of Village Place Adjacent to Hinsdale Bank & Trust on October 11, 2014 from 8 a.m. until 3:30 p.m. for Hinsdale Bank & Trust's Annual Oktoberfest

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

COMMITTEE ACTION:

BOARD ACTION:

10a.

DATE: September 16, 2014

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER EPS	**ORIGINATING DEPARTMENT** Public Services
ITEM To Recommend Authorization from the Village of Hinsdale, DuPage and Cook Counties, Illinois, to Submit an Application for 2015 Community Development Block Grant ("CDBG") Funds and, if Funded, to Execute the Agreement and Abide by its Terms	**APPROVAL** George Franco, Director of Public Services

The Village recently discovered that up to $50,000 in funding may be available to assist in completing the Memorial Hall lower-level Americans with Disabilities Act ("ADA") upgrades specified in the 2014-2015 Capital Improvement Plan ("CIP"). The project includes upgraded, ADA-compliant bathrooms, an ADA-compliant ramp, and internal upgrades to the elevators, such as moving the emergency phone system and adding a rail. The project was initially budgeted at $45,000; however, architect consultations indicate that the scope of the project may expand, and that a budget of $100,000 would be appropriate. A project of this scope would enable the Village to provide the best possible outcome for residents, as well as maximize the available grant funding, which requires a dollar-for-dollar match from the Village. If grant funding is awarded, the Village will move the planned project forward from FY 2014-2015 to FY 2015-2016 to meet CDBG requirements. Feedback from the EPS Committee on both the project and the CDBG application was positive.

The Village will hold a public hearing at 10:00 am on Tuesday, September 23 in Memorial Hall to field comments or questions related to the CDBG program and application. Trustee LaPlaca, Chairman of the Environment and Public Services Committee, will lead the public meeting. CDBG application materials are due to the DuPage Community Development Commission by 4:30 pm on Wednesday, October 1, 2014.

Per Part 1.1 of the CDBG application document, the Village is required to execute a Governing Body Authorization, attached. Staff recommends that the Village execute this document in order to move forward with the CDBG application process.

Should the Board concur with this recommendation, the following motion would be appropriate:

MOTION: **To Recommend Authorization from the Village of Hinsdale, DuPage and Cook Counties, Illinois, to Submit an Application for 2015 Community Development Block Grant ("CDBG") Funds and, if Funded, to Execute the Agreement and Abide by its Terms**

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

COMMITTEE ACTION:

BOARD ACTION:

RESOLUTION NO. _____

RESOLUTION FOR 2015 CDBG/ESG APPLICATION FOR THE VILLAGE OF HINSDALE

AUTHORIZATION FROM THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS, TO SUBMIT AN APPLICATION FOR 2015 COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") FUNDS AND, IF FUNDED, TO EXECUTE THE AGREEMENT AND ABIDE BY ITS TERMS

Brought before the Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois, at the Board of Trustees meeting on September 16, 2014.

The Board of Trustees authorizes the Village of Hinsdale to submit a grant application to the DuPage County Community Services Department for 2015 CDBG/ESG funds of $50,000 for Accessibility Improvements for People with Disabilities to provide funding for Americans with Disabilities Act ("ADA") improvements, including accessible restrooms and ramp, for the lower level of the Memorial Building, Hinsdale, IL 60521.

Should this grant application be funded, the Board of Trustees authorizes Kathleen Gargano, Village Manager of the Village of Hinsdale, Illinois, to sign the grant agreement and abide by its terms.

ADOPTED this _____ day of _____, 2014, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2014, and attested to by the Village Clerk this same day.

_____
Village President

ATTEST:

_____
Village Clerk

Village of Hinsdale **Memorandum**

To: **Chairman LaPlaca and the EPS Committee**

From: **Suzanne Ostrovsky, Management Analyst**
George Franco, Director of Public Services

Date: **September 4, 2014**

Subject: **Memorial Building ADA Upgrades – Grant Opportunity**

Attached please find a Letter of Intent submitted on August 29, 2014 related to 2015 DuPage County Community Development Block Grant/Emergency Solutions Grant ("CDBG/ESG") program funding. The Village recently discovered that up to $50,000 in funding may be available to assist in completing the lower-level Americans with Disabilities Act ("ADA") upgrades specified in the 2014-2015 Capital Improvement Plan ("CIP").

The scope of the original ADA upgrade project, budgeted at $45,000, is demonstrated by the attached page from the 2014-2015 CIP. The project includes upgraded, ADA-compliant bathrooms, an ADA-compliant ramp, and internal upgrades to the elevators, such as moving the emergency phone system and adding a rail.

The CDBG program requires a 50% match from the municipality; therefore, in order to maximize the Village's potential benefit under the CDBG program and provide the best possible outcome for residents, Public Services respectfully requests that the EPS Committee allow an expansion of the scope of work for the project. Discussions with Michael Meissner, the architect selected for design of the project, indicate that it may be necessary to move the walls of the restrooms, as well as the doors of Community Services, in order to meet ADA ramp requirements. Please see the attached photos for details. Mr. Meissner assures the Village that he will be able to complete the design and estimate for the project in time to meet the CDBG application deadline. Until plans are complete, the Village will not have an estimated cost for the project; however, the cost is projected to increase to approximately $100,000.

In addition to the expanded scope of work, the timeline for the project would need to be adjusted if the Village is awarded CDBG funding. The 2014-2015 CIP projected that the ADA upgrade work would be completed in late 2014. CDBG funding would become available in May 2015, and the Village would have a full calendar year to complete the work. Therefore, the budgeted project would be moved forward to FY 2015-2016.

The recently-submitted Letter of Intent (attached) is in no way binding, and the Village can respectfully alert the County of its intent to withdraw if necessary. If EPS indicates that the Village should pursue funding, application materials will be due to DuPage County on October 1, 2014. The application form is attached for your information. Steps must be taken in advance to prepare the application, the schedule of which is as follows:

Monday, September 8, 2014:	EPS Committee discussion.
Thursday, September 11, 2014:	Public notice posted in Hinsdalean announcing a required public hearing on the CDBG application. Notice must be published for a minimum of two weeks prior to to the public hearing date. (Requirements described in the attached.)
Tuesday, September 16, 2014:	Approval of Board Resolution (sample attached) at regularly-scheduled Village Board of Trustees meeting.
Friday, September 26, 2014:	Public hearing in Village offices to field comments or questions related to the CDBG program and application. Attendance of a Trustee may be required; Village will contact County to clarify. (Due to compressed timeline, this cannot be included as part of a regularly-scheduled Board of Trustees meeting.)
Wednesday, October 1, 2014:	CDBG application materials due to DuPage County.

Initial feedback from the County has been very positive, which indicates that the Village is likely to receive funding if an application is submitted. However, if the Village is not awarded CDBG funding, the project may be delayed until the next grant cycle, or the Village may go forward with the project at its original scope.

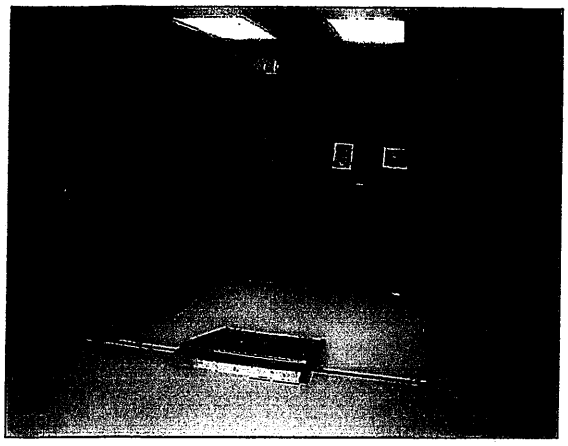
The Village has a rare opportunity to leverage available public dollars to accomplish a much-needed, scheduled upgrade. Therefore, the Village respectfully requests EPS permission to go forward with the CDBG application process.

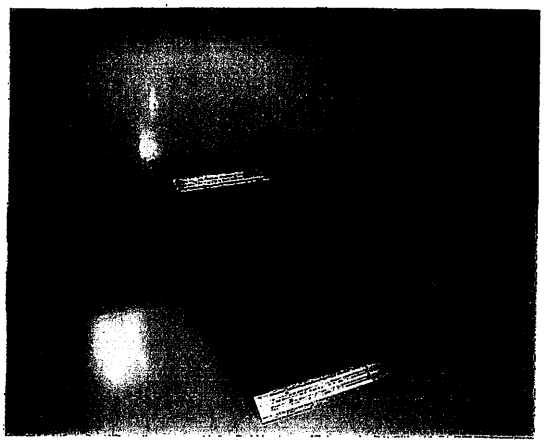
FIVE-YEAR DEPARTMENTAL CAPITAL ADDITIONS/CHANGES

Department: Public Services
Program: 2204 - Building Maintenance **Fiscal Year:** 2014-15

Item: Memorial Building ADA Upgrades **Amount:** $45,000

Justification: The Memorial Building is located at 19 East Chicago Avenue. The building includes the Village Hall and Community Services. There were a number of Americans with Disabilities Act compliance issues noted by IRMA during the Village's recent hazard survey. Improvements include installation of new ramps, handrails, and concrete repairs.

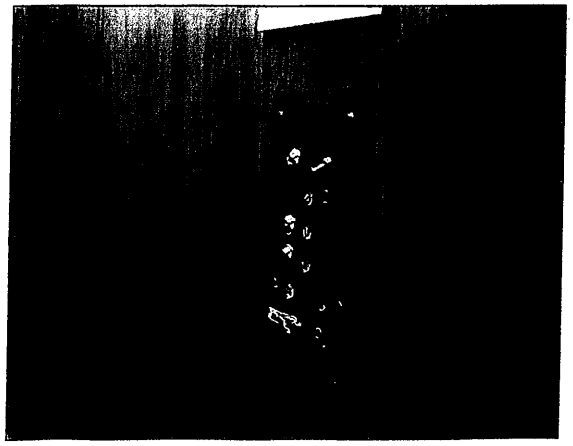




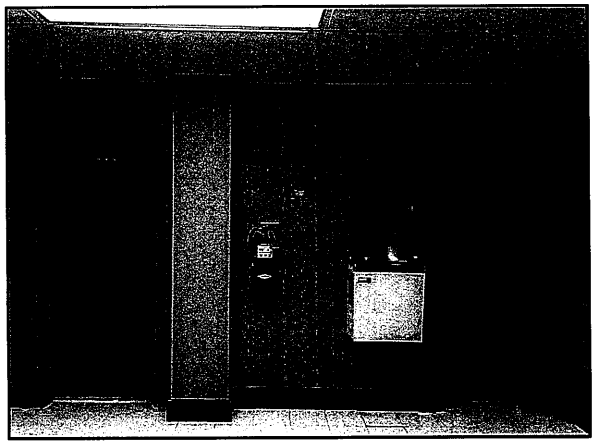
Department: Public Services
Program: 2204 - Building Maintenance **Fiscal Year:** 2014-15

Item: Memorial Building Elevator Updates **Amount:** $75,500

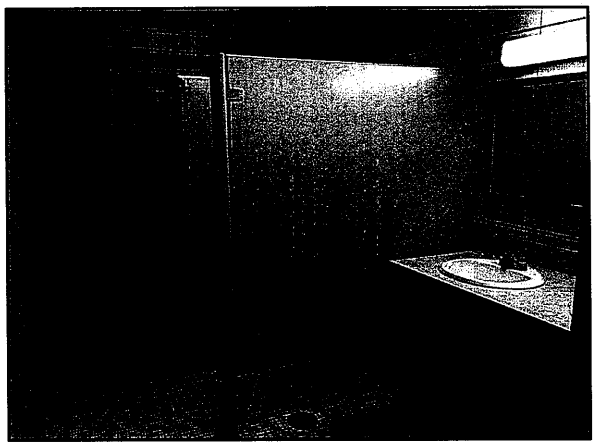
Justification: The Memorial Building is located at 19 East Chicago Avenue. The building includes the Village Hall and Community Services. The elevator in Memorial Hall needs to be upgraded to comply with Illinois Fire Marshall code. This project shall consist of removing and replacing the 48 year old elevator oil pump with a new power unit. Replacement of the elevator car will also be required due to mechanical/reliability issues as a result of age of the unit.



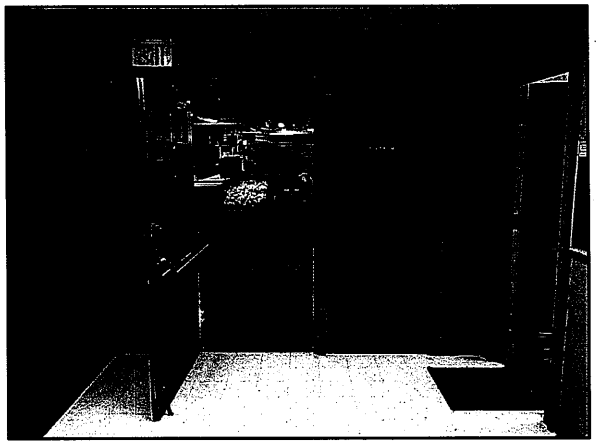
Images of Lower Level of Memorial Hall, Hinsdale, IL



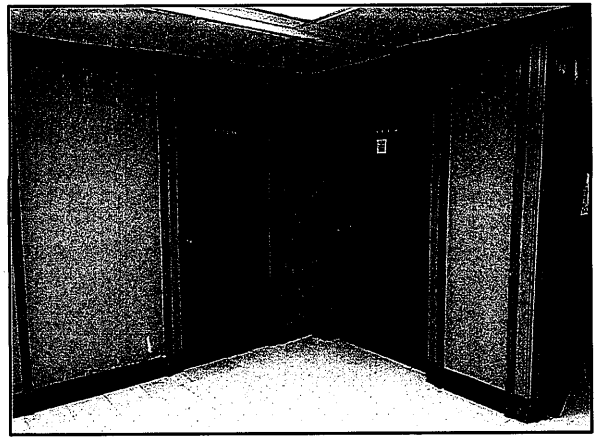
Entrance to Lower-Level Restrooms



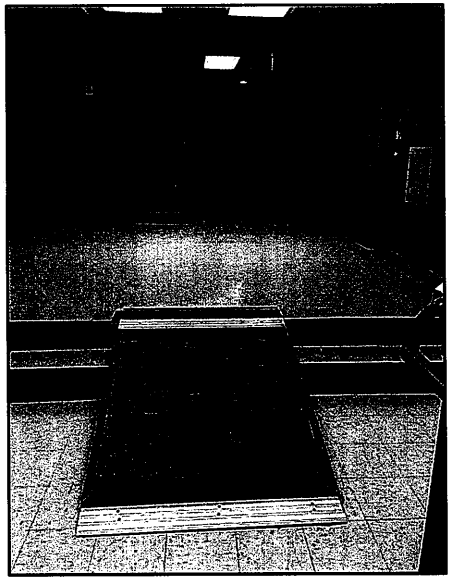
Existing Women's Restroom



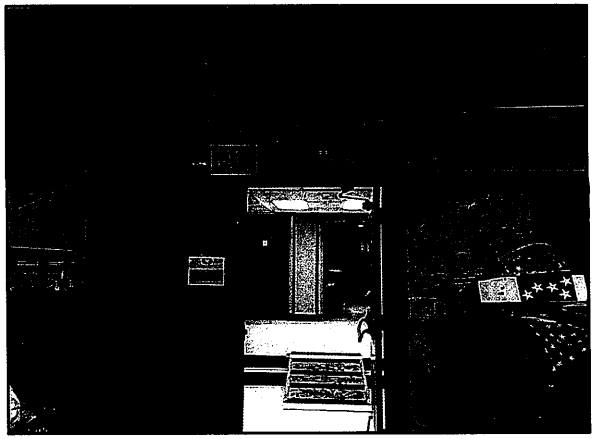
Entrance to Community Services



Lower-Level Mechanical & Storage Rooms



Existing Temporary Ramp



View from Community Services
Toward Restrooms

LETTER OF INTENT

2015 DuPage County CDBG/ESG
(Non-Profit Agencies/Municipalities/Townships)

Agency: Village of Hinsdale

Project Name: Memorial Building ADA Upgrades

Project Type (Check One)

- ☐ Neighborhood Infrastructure and Facilities
- ✓ Accessibility Improvements
- ☐ Non-Profit Capital
- ☐ Public Service (NRC or Housing & Homeless Only)
- ☐ Planning Studies

Amount Requested: $50,000 **Total Project Cost:** $115,500

Contact Person: Kathleen Gargano

Phone: 630-789-7013 **Contact E-mail:** kgargano@villageofhinsdale.org

Brief Project Description including the Service Area:

This project will provide ADA improvements to the Memorial Building which is located at 19 E. Chicago Avenue in Hinsdale, Illinois. The building includes the Village Hall, HCS Family Services, Hinsdale Public Library and the Hinsdale American Legion Post 1434. Upgrades include ADA improvements to the elevator, restrooms (located in basement) and the installation of a new ADA ramp and handrails. All upgrades will primarily benefit persons accessing the Food Pantry at HCS Family Services.

✓ I have reviewed the ***"2015 CDBG/ESG Important Information"***

Signature: Kathleen A Gargano

Title: Village Manager

Due Friday, August 29, 2014 by 4:30 p.m. (via fax, e-mail, or mail)

Fax to: (630) 407-6601
Email to: communitydev@dupageco.org
Mail to: Community Development Commission
421 N. County Farm Road Room 3-100
Wheaton, IL 60187

2015 APPLICATION FORM

Rev 08-13-14

DuPage County Neighborhood Investment, Community-Wide Benefit, Accessibility Improvements, and Planning Projects

This application form is for proposals for Neighborhood Investment, Community-Wide Benefit, Accessibility Improvements, and Planning Projects as identified by the DuPage Community Development Commission (CDC). This application must be accompanied by adequate support documentation. You are limited to two (2) project requests. You must prioritize projects requested. The maximum request for Accessibility Improvement projects is $50,000. The maximum request for other Neighborhood Investment projects is $400,000. **NOTE: Any municipality currently undertaking a CDBG funded project must meet the required completion thresholds prior to the 2015 application deadline or they may not apply for funding, subject to appeal to the CDC Executive Committee.**

INFORMATION ABOUT THE APPLICANT AND THE APPLICATION

Applicant: _____

Name of Project: _____

Project Priority: _____

Contact Person: _____ **Title:** _____

Address : _____

City: _____ **State:** _____ **Zip code + 4:** _____ + _____

Telephone/Ext: _____ **Fax:** _____

E-mail Address: _____

DUNS #: _____ **FEIN:** _____ **CAGE Code:** _____

Type of Project:

☐ Accessibility Improvements for People with Disabilities ☐ Neighborhood Infrastructure & Facilities

☐ Planning Studies ☐ Community-Wide Benefits

Location of Project: Census Tract: _____ Block Group: _____

Total Project Cost of Activities Funded (in whole or in part) by this Application: $ _____

Total of CDBG Funding Requested to Support These Activities: $ _____

Project Abstract: In the space below, briefly describe the activity for which you are requesting funds in this application.

Certification: *The undersigned certifies that to the best of his or her knowledge and belief, data in this application and its attachments are true and correct, the document has been duly authorized by the governing body of the organization, and the organization will comply with all regulations and guidelines applicable to DuPage County's Community Development Block Grant and/or Emergency Solutions Grant program, as applicable.*

Person Authorized to Sign Application and Agreement (if funded):

Printed Name: _____ **Title:** _____

Authorized Signature: _____ **Date:** _____

PART 1: MINIMUM REQUIREMENTS

1.1 **Governing Body Authorization:** A resolution that this application was authorized by your governing body as well as authorization to sign an Agreement if funding is granted is included as Attachment _____ on Page _____.

1.2 **Public Hearing:** In the space below, briefly describe methods used to solicit stakeholder input into the planning process for this application. List the date of public hearing.

1.2 Documentation: The public hearing notice and minutes are in Attachment _____ on Page _____

1.3 **Capacity:** Briefly describe the capacity of your organization to carry out the proposed activities.

1.4 **Fair Housing Action Plan:** A fair housing action plan is a necessary prerequisite to apply for CDBG funding.

a. Fair Housing Action Plan: is included in Attachment _____ on Page _____
b. Zoning Ordinance Compliance: Local policy requires that in order to receive funding a municipality must have a zoning ordinance that is consistent with the amended Civil Rights Act of 1988. These zoning amendments will address the issues of group homes and the definitions of family.

   An attorney's letter of opinion regarding consistency is in Attachment _____ on Page _____

1.5 **Location Map:** Identify both the exact location of the proposed project and the service area of the proposed project.

1.6 Documentation: This map is included in Attachment _____ on Page _____

1.6 **Audit:**

a. A copy of the most recently completed audited financial statement with management letters must be attached. Please submit a complete copy with no missing pages. If the management letter or audited notes state weaknesses or deficiencies, you must also submit a copy of your agency's Management Response letter that addresses each of the auditor's noted concerns. Total of two (2) copies are required per application packet, do not have to include with all 5 copies of the application.
b. Agencies receiving $500,000 in federal funds must attach a copy of their last Single Audit.

1.6 Documentation: The Audit is included in Attachment _____ on Page _____

1.7 **Budget:** In the table below, provide information about the total project cost including information on each proposed activity (e.g., sewer, water, streets, landscaping, accessibility, planning, engineering costs, design fees, etc.) Each activity should be a separate line item in the budget. **Please note that CDBG funds can only fund actual construction costs.** Attach additional supporting information as necessary.

BUDGET SUMMARY						
Type of Activity	**IDIS Matrix Code**	**Amount of Non-CDBG Funding**	**Source of Non-CDBG Funding ***	**Commitment Date of Non-CDBG Funding**	**Amount of CDBG Funding**	**Total Cost of Activity**
Flood Drainage Improvements	03I					
Water/Sewer Improvements	03J					
Street Improvements	03K					
Sidewalks	03L					
Tree Planting	03N					
Planning	20					
Senior Centers	03A					
Youth Centers	03D					
Neighborhood Facilities	03E					
Parks, Recreational Facilities	03F					
Other Public Facilities/ Improvements (Specify)						
Handicapped Centers	03B					
Homeless Facilities (not operating costs)	03C					
Child Care Centers	03M					
Health Facilities	03P					
Facilities for Abused and Neglected Children	03Q					
Other:						
Other: Engineering						
Other: Design Fees						
TOTAL PROJECT COSTS						

* If a special assessment is used, explain why and attach a resolution certifying that no other source of funding is available for use on this project. Explain the timing and availability of these funds.

PART 2: MEETING NATIONAL OBJECTIVES

For the service area identified in Item 1.5, identify the total number of persons benefited, by income range and the % of low-mod persons benefited by income range.

NOTE:

- **If service area is less than 35.83% low-moderate income STOP – this project is not eligible.**
- **If service area is 35.83% or more low-moderate income, but is not primarily residential – STOP – this project is not eligible.**

2.1 Benefit to Low-Income Persons

Income Range	Number of Persons Benefited	% of Persons Benefited
0-50% of MFI*		
51-80% of MFI*		
81% + of MFI*		
TOTAL:		

**MFI = Median Family Income.*

Please indicate the source of the income information:

☐ Income Survey conducted by Applicant

☐ Census Data

Identify Census Tract(s) and Block Group(s) of the service area identified in Item 1.5

Census Tract _____ Block Group _____
Census Tract _____ Block Group _____
Census Tract _____ Block Group _____

2.1 Documentation: The source of the above information is in Attachment _____ on Page _____

2.2 Eliminating Conditions of Slums and Blight

Indicate, in the boxes below, all that apply to the target area: Attach supporting documentation.

☐ Residential Area

☐ Nonresidential Area

☐ Area has been designated as blighted per State requirements

☐ Area has not been designated as blighted per State requirements

☐ Area is considered as blighted ___ percentage of structures are considered dilapidated or deteriorating

Describe the conditions of slums and blight.

2.3 **Urgent Community Development Needs:** Describe the urgent community development needs.

PART 3: PROJECT IMPACT

3.1 Consolidated Plan Priority Rating

Refer to Selection Criteria. Enter the Priority Need Level that applies to the project.

Priority Community Development Need	Priority Need Level

3.2 Neighborhood Infrastructure and Facilities

This category includes activities that fall into four types. These types are: (a) flood management; (b) water and sanitary sewer; (c) open space and recreation; and (d) streets, sidewalks, street lighting, and other miscellaneous neighborhood facilities. Please provide information on activities appropriate to your project. Please provide photos documenting existing conditions and severity level.

a. Flood Management

Please indicate the condition of flooding in the target area. One or more boxes can be checked. Attach supporting documentation and photos.

- ☐ Project has been denied for county storm water funding.
- ☐ A substantial number of dwelling units are flooded on a regular basis and flooding is inside the house.
- ☐ A substantial number of dwelling units experience flooding in their yards and streets, with minor basement seepage.
- ☐ Residential properties are affected by flooding, but the number is not substantial.

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.

b. Water and Sanitary Sewer

Please indicate the condition of waters and sewers in the target area. Attach supporting documentation and photos.

- ☐ A health or safety hazard exists affecting a substantial number of households.
- ☐ A health or safety hazard exists, but does not affect a substantial number of households.
- ☐ There is a need for water and/or sanitary sewer, but health or safety hazard has not been demonstrated.

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.

c. Open Space and Recreation

Please check the box that best describes the proposed activity. Attach support documentation as needed.

- ☐ Project is in a high density area where there are no other facilities within a reasonable walk of the neighborhood.
- ☐ Project will be located in an area where there are no other facilities within a reasonable walk of the neighborhood.

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications

d. Street Improvements, Sidewalks, Street Lighting, and Other Miscellaneous Neighborhood Facilities

Please check the box that best describes the proposed activity. Attach support documentation and photos.

- ☐ Current facilities, or lack thereof, significantly contributes to a neighborhood safety hazard.
- ☐ There is a need for facilities, but a health or safety hazard has not been demonstrated.

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.

3.3 **Accessibility Improvements for People with Disabilities (Maximum funding available $50,000)**

This category includes activities that will improve accessibility for people with disabilities through capital improvements to public or private facilities or structures. Activities in this category must be for the removal of architectural barriers. Such activities are limited only to: automatic doors, elevators and lifts, ADA ramps, and ADA bathroom improvements.

Please check the box that best describes the proposed activity. Attach support documentation as needed, and photos.

- ☐ Improvement to a public facility that provides specific services to groups that would be expected to have a high percentage of persons with disabilities.
- ☐ Improvement to a public facility that would not be expected to have a higher than average use by persons with disabilities.
- ☐ Improvement to a private facility.

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.

3.4 Community-Wide Benefit Activities

This category includes activities that fall into two types. These types are: (a) community-wide facilities, and (b) economic development.

a. Community-Wide Facility

Describe the current problems, estimate the number of persons that will benefit, and summarize the project specifications.

a. Community-Wide Facility (continued)

Explain why the facility is not feasible as a need cluster activity because of its low priority and/or because of unavailability of funding in the need clusters.

b. Economic Development

Describe the current problems, estimate the number of persons that will benefit, and summarize the project design. Economic Development projects must create or retain jobs that are primarily held by low or moderate income persons.

3.5 Planning Studies

The role of a planning study is to implement the other objectives of the CDBG program. Please indicate below the type of plan to be done.

- ☐ Affordable housing plan
- ☐ Multi-jurisdictional land use, growth management, and development control activities plan

Describe the proposed planning study and summarize the project design.

3.6 Other CDBG Objectives

a. Benefit to Minorities: Describe benefit to minority populations in the table below.

	***Ethnicity:* Hispanic / Latino**		***Ethnicity:* Non-Hispanic /Latino**	
***Race:* Mono-racial**	# of Persons Benefited	% of Persons Benefited	# of Persons Benefited	% of Persons Benefited
White				
Black / African American				
Asian				
American Indian / Alaskan Native				
Native Hawaiian / Other Pacific Islander				
***Race:* Bi-racial and Multi-racial**				
Asian *and* White				
Black / African American *and* White				
American Indian/ Alaska native *and* Black / African American				
Other Multi-racial				
TOTALS:				

3.6a Documentation: The source of the above information is in Attachment _____ on Page _____

b. Benefit for crime prevention/reduction

Describe any direct emphasis the project will have on crime prevention.

3.6b Documentation: The source of the above information is in Attachment _____ on Page _____

c. Benefit for historic/environmental protection/energy conservation

Describe any direct emphasis the project will have on these items.

3.6c Documentation: The source of the above information is in Attachment _____ on Page _____

d. Leveraging of funds (See explanation page 6 of Project Ranking Criteria)

e. Distribution Equity Adjustment for Municipal Projects (See explanation page 7 of Project Ranking Criteria)

PART 4: PROJECT READINESS

4.1 **Description of Readiness:** Describe how much planning work has been completed at the time of application, what work will be completed by the time agreement is executed, and what obstacles could remain in the way of completing each activity within one year

Provide a schedule of activities for the project. For activities already completed, show the actual completion date and submit documentation.

Activity	Completion Date
Project team established	
Site control	
• Property acquired	
• Option acquired	
• All easements acquired	
• Other	
Other project authorization	
• Approval of Special Service Area	
• Facilities Planning Area (FPA) approval	
• Property annexation complete	
• Other	
Completion of preliminary engineering, or project design	
Completion of final engineering, or project design	
Advertise for bids	

Award of contracts	
Start of project	
Substantial project completion	
50% of Funds Expended	
100% of Funds Expended	

1. Describe the project team. Who will be responsible for each project component?

2. Explain any site control issues and provide necessary documentation

3. Explain any authorization issues and provide necessary documentation.

PART 5: FAIR HOUSING

If any actions regarding Fair Housing have taken place in the past 12 months, please detail. Refer to Selection Criteria.

FY2015 PUBLIC HEARINGS

Proof of a public hearing is a requirement of the CDBG/ESG process. A public hearing is a public meeting that has been published in a local newspaper of general circulation. A notice of public hearing must be published in a local newspaper at least 10 calendar days (not counting the day of publication) before the hearing is to be held - *a copy of this notice and minutes from the meeting must accompany the application for funding.*

In order to reduce the cost, it is to your benefit to join together and hold cluster-appropriate meetings. You **MUST** be present at the meeting in order to be eligible to apply for the grant.

HOUSING AND HOMELESS CLUSTER:

The meeting will be held on **Friday, September 19, 2014, at 10:00 am** at Serenity House's main campus at 891 S. Rohlwing Road, Addison. Agencies that plan to attend will need to provide the appropriate information to Lisa Snipes at serenity@serenityhouse.com by 5:00 pm on Thursday, September 4, 2014.

FAMILIES IN CRISIS, ELDERLY, AND PEOPLE WITH DISABILITIES CLUSTERS:

Due to reduction in DuPage County's overall CDBG allocation, Public Service funding for these three clusters has been eliminated and these agencies may only apply for Capital projects. Each agency interested in submitting a Capital project request should hold their own meeting or join together with other applicants in their cluster.

NEIGHBORHOOD RESOURCE CENTER CLUSTER & NEIGHBORHOOD INVESTMENT, COMMUNITY WIDE BENEFIT, ACCESSIBILITY IMPROVEMENTS AND PLANNING PROJECTS CLUSTER:

Projects for these clusters are focused on target geographical areas; therefore each agency / municipality / township has traditionally held their own public hearing.

If you would like to see a sample copy of the meeting publication notice or require any other technical assistance regarding holding this meeting, please contact CDC. The notice should include a blurb of the proposed project.

BLURB EXAMPLES

- ***[Agency Name] - $(Amount) [requested CDBG amount]*** *to provide essential services to homeless families and families at risk of homelessness, focusing primarily on achieving economic self-sufficiency.*

- ***[Agency Name] - $(Amount) [requested CDBG amount]*** *to provide partial funding for capital improvements (brief description of project).*

BOARD RESOLUTION FOR 2014 CDBG/ESG APPLICATION FOR HCS FAMILY SERVICES

September 27, 2013

Authorization from the HCS Family Services Board of Directors to submit an application for 2014 CDBG/ESG funds and if funded to execute the agreement and abide by its terms

Brought before the Board of Directors of HCS Family Services, at the board of directors meeting on September 30, 2013.

The Board of Directors authorizes HCS Family Services to submit a grant application to the DuPage County Community Services Department for the 2014 CDBG/ESG funds for $33,000 for the Homeless Assistance and Preventative Support to provide funding for partial salary and benefits for staff providing essential services to homeless persons and persons facing homelessness.>

Should this grant application be funded, the Board of Directors authorizes Albert Sunseri, Executive Director of HCS Family Services to sign (all documents related to this grant) the grant agreement and abide by its terms.

_____
Signature of Board Official

_____
Title

_____
Date

_____
Attested

_____
Title

11a

DATE: September 16, 2014

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER ZPS	**ORIGINATING DEPARTMENT** Administration
ITEM To Recommend the Village Board Approve an Ordinance Approving the Withdrawal by the Village of Hinsdale from Southwest Central Dispatch (SWCD) and Southwest Central 911 System Effective April 30, 2015	**APPROVAL** Kathleen Gargano, Village Manager

The Village of Hinsdale is currently under contract with Southwest Central Dispatch (SWCD) for dispatching service for the Hinsdale Police and Fire Departments. Based upon a number of factors detailed in the attached memorandum, Village staff recommends that the Village withdraw from the SWCD system and investigate alternative service providers. The Village's contract with SWCD stipulates that in order to withdraw from SWCD effective April 30, 2015, notice must be provided through an approved Village Ordinance by October 1, 2014.

Should the Board concur with staff's recommendation, the following motion would be appropriate:

MOTION: **To Recommend the Village Board Approve an Ordinance Approving the Withdrawal by the Village of Hinsdale from Southwest Central Dispatch (SWCD) and Southwest Central 911 System Effective April 30, 2015**

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**

COMMITTEE ACTION:

BOARD ACTION:

VILLAGE OF HINSDALE **MEMORANDUM**

DATE: September 12, 2014

TO: Village President and Board of Trustees

FROM: Kathleen A. Gargano, Village Manager
Bradley Bloom, Police Chief.
Rick Ronovsky, Fire Chief
Darrell Langlois, Assistant Village Manager, Finance Director

RE: The Village Board Approve an Ordinance approving the withdrawal by the Village of Hinsdale from Southwest Central Dispatch (SWCD) and Southwest Central 911 System effective April 30, 2015

Recommendation
The Village Board approves an ordinance approving the withdrawal by the Village of Hinsdale from Southwest Central Dispatch (SWCD) and Southwest Central 911 System effective April 30, 2015.

Background
Prior to April 2010, the Village of Hinsdale provided its own fire and dispatch services in house. The dispatch center was managed by and located in the Police Department. As part of budgetary reductions necessary to address the impact of the recession on the Village, the decision was made to outsource this function beginning in FY 2010-2011.

The decision to join SWCD over other available service providers was largely driven by two factors: budgetary cost and operational effectiveness. First, the cost of SWCD was significantly less than other available service providers and significantly less than the cost to keep this service in-house. Additionally, from an operational standpoint, the Village, at that time, was in negotiations to consolidate police services with the Village of Clarendon Hills. Given that the Village had an existing shared services agreement for fire services and was negotiating a consolidation of police services with Clarendon Hills, it made sense, from an operational perspective, to have the Village's emergency calls

for fire and police services dispatched by the same entity as Clarendon Hills, which was and continues to be SWCD.

Prior to making the recommendation to move to SWCD, Village staff evaluated other dispatch service providers that included SWCD, DuComm, and consolidating dispatch services with some of the surrounding DuPage County communities.

Outsourcing this function provided a considerable savings of $190,000 as compared to the $512,000 that was required to provide this service in-house. The savings identified is in today's cost, as the Village was provided certain incentives to move to SWCD.

Justification

Service Delivery from SWCD

Since joining SWCD, the Village has encountered a number of operational and administrative/management issues related to the service delivery received from SWCD. The issues range from very simple dispatch errors to those that staff deem more significant which includes the reliability of equipment and back up of the emergency systems required to provide effective and reliable emergency dispatch services. On numerous occasions the Village of Hinsdale, along with neighboring communities, has attempted to have SWCD resolve these issues.

These issues were detailed and outlined in a letter sent to SWCD (a copy of which is attached for reference). As noted in the letter, the Village Managers from Burr Ridge, Clarendon Hills, Hinsdale and Willowbrook identified: failures by SWCD to provide a back-up radio system, inadequate follow-up for concerns raised relating to back up of emergency communication systems and radios, financial transparency and cooperation with SWCD and its members.

These concerns remain in place today.

Landline and Wireless Fees

Statewide, all users of landline or wireless communication devices are assessed a surcharge on their monthly statement that is remitted by the service provider to the corresponding Emergency Telephone System Board (ETSB) for where the landline or wireless line is registered. The DuPage ETSB receives both wireless and wireline 9-1-1 surcharge fees from Hinsdale residents.

As part of the Village's negotiated agreement with SWCD, the Village is assessed an annual fee of $33,896 by SWCD. In essence, the Village and its residents are paying twice.

Recently, SWCD made a request of the DuPage ETSB to remit to SWCD the wireless fees for those communities in DuPage County that are members of SWCD: Hinsdale and Clarendon Hills. The initial response from the DuPage ETSB is that the funds will not be remitted and the position of the DuPage ETSB has been supported by an appellate court decision.

Given that the DuPage ETSB has an appellate court decision to support its position, it is highly unlikely that they will voluntarily agree to transfer the wireless funds they are currently receiving on Hinsdale's behalf to SWCD. There is some concern by the Village that if SWCD does not prevail in its request of the DuPage ETSB regarding the wireless fees, SWCD will turn to its DuPage member communities to provide these funds. The other members of SWCD are from Cook County and have their fees for both landline and wireless remitted directly to SWCD.

If the Village were required to remit wireless fees to SWCD, similar to the existing arrangement that the Village currently has related to landline surcharge fees, the Village estimates that the additional costs could be as much as $150,000 annually.

Other Considerations with SWCD

In addition to a concern over the request for wireless fees, SWCD has been planning for a significant capital investment in scheduling a building replacement in its FY 15/16 capital plan. If the Village continues its membership with SWCD beyond this current fiscal year, due to the bylaws guiding members and the capital requirements, this may obligate the Village to a long-term capital debt obligation related to the building replacement that the Village would be responsible for many years into the future. Current SWCD bylaws would require the Village to fund its share of any debt obligation even if there is a subsequent membership withdrawal.

Regional Consolidation Efforts

As many of you may be aware, there is significant movement at both the state and county level to begin to focus on countywide consolidation. While this consolidation

effort is not limited to just police and fire discussions, it is an important factor in the Village's consideration of dispatch alternatives. The Village having its dispatch service provider outside of DuPage County provides impediments, though not insurmountable, to interoperability with the communities that could assist with public service delivery. One such concept being discussed is that DuPage County would be divided into four districts. In those four districts, the response to calls for emergency service would be determined on the closest available unit rather than determined by jurisdictional boundaries. Using the method of closest available until would provide an enhanced service response to our residents. The Village, by virtue of having its emergency calls dispatched by an entity outside of DuPage County, may be excluding itself from taking advantage of some of the benefits of consolidation.

Withdrawal Process

The bylaws of SWCD require that a member requesting withdraw provide notice as contained in an ordinance approved by the Village Board between May 1 and October 1 for the upcoming fiscal year beginning May 1.

For the reasons discussed above, staff recommends that the Board of Trustees pass an ordinance approving the Village's withdrawal from SWCD at the September 16, 2014 Board meeting and that notice of the Village's withdrawal be immediately delivered as required to SWCD.

In reviewing the Village's contract and agreements with SWCD, the costs associated with membership withdrawal are somewhat vague and open to definition but by providing notice by October 1, 2014, the Village will be responsible for the following costs:

- 100% of its pro rata share of all unpaid capital system development costs (11.1.2.1)
- Pro rata share of Class One and Class Two Charges
- Pro rata share of all other operations costs
- Any separate contractual obligations

Additionally, the contract requires that the withdrawing member agency is responsible for all SWCD legal fees and administrative fees associated with our membership withdrawal. These costs have yet to be determined.

Providing notice to SWCD by October 1, 2014, secures the Village's right to leave effective April 30, 2015. Should the Village not be able to find an acceptable service provider in the time between the date SWCD receives notice and April 30, 2015, the Village could rescind its notice to SWCD and continue to be provided services with certain additional fees assessed.

Dispatch Alternatives and Transition Costs

The Village is currently reviewing dispatch alternatives to SWCD. Alternatives include moving to DuComm, the regional dispatch provider for the vast majority (80%) of emergency service providers in DuPage County, or another service provider, such as the Village of Downers Grove Dispatch Center.

The Village is currently participating in a feasibility study with other communities to determine whether Downers Grove has the capability to provide police and fire dispatch services, but the results of the study will not be available until early November, at the earliest. The Village has also formally requested a price quote from DuComm; the following table provides a quick annual cost comparison relative to the current cost of SWCD. *Staff included the in-house comparison using 2009 expenses with 2% inflation compounded for five years to show that while DuComm is more expensive than SWCD it is still less than providing the service in-house.

	In-house cost*	SWCD	DuComm
Police		$288,475	$253,079
Fire		$76,500	$182,337
Wireline Reimbursement		$33,707	
Add Misc (Comp/Cell)		0	$15,200
Total	$565,290	$398,682	$450,616

You will note that while that both SWCD and DuComm provide savings over having maintained dispatch service in-house, should the Village Board approve transition to DuComm, the Village would realize an increase to the operating cost of dispatch services. While the DuComm price structure includes a cost savings for police and the elimination of the wireline fees, there is a substantial increase in the cost of fire dispatch. The cost discrepancy is due to the cost structure. While the cost to dispatch police calls is being determined on a per officer fee, just as it is done with our current service provider, the cost to dispatch fire calls is calculated using the member's equalized assessed value (EAV) rather than the calls for service, which is the way the current cost is calculated at SWCD. In the Village's opinion, the price model that DuComm is using for fire dispatch is flawed. This opinion that the formula for fire dispatch is flawed is shared by other current members of DuComm, but not all. Those not favoring moving away from the EAV model to calls for service are those that have high call volumes and low EAV.

Recognizing that the current fire rate formula might be an impediment to making the transition to DuComm and helping move toward the greater goal of county-wide consolidation, the Village Manager, Police and Fire Chiefs and the Assistant Manager/Finance Director met with the DuPage County ETSB President Gary Grasso to discuss alternatives that might mitigate some of the Village's budget impact. These discussions remain ongoing and both parties share the opinion that Hinsdale having its dispatch services provided by DuComm is of great benefit to the countywide desire to consolidate.

One Time Transition Costs

In addition to differences in cost structure, the Village would also incur one-time transition costs with a move from SWCD to another service provider. Many of these would be reimbursed from DuPage ETSB. The following table identifies estimated costs for reference, with the assumption that the Village will be moving to DuComm, as best they can be determined at this point in the process:

	Police	Fire	Misc.	Total
DuComm	**$83,460**	**$62,418**	**$10,000**	$155,878
SWCD	**$28,000**	**$24,000**		$52,000
				$207,878

Less ETSB Reimbursement (Based on Current Policy)	($143,898)
Total One Time Transition Costs	$63,980

Next Steps

The next step in the process is for staff to review the identified dispatch alternatives available as of May 1, 2015 with Village's Zoning and Public Safety (ZPS) Committee. Staff plans to have a discussion on this item at the September 22 meeting.

Attachments:

Letter from managers to SWCD
Ordinance Providing for Withdrawal from SWCD
Original memo making recommendation to contract with SWCD for dispatch services

VILLAGE OF HINSDALE FOUNDED IN 1873
19 EAST CHICAGO AVENUE
HINSDALE, ILLINOIS 60521-3489 ◦ (630) 789-7000
Village Website: http://www.villageofhinsdale.org

POLICE DEPARTMENT 789-7070
FIRE DEPARTMENT 789-7060
121 SYMONDS DRIVE

VILLAGE PRESIDENT
Tom Cauley

TRUSTEES
J. Kimberley Angelo
Christopher J. Elder
Doug Geoga
William N. Haarlow
Laura LaPlaca
Bob Saigh

April 16, 2013

Mayor Gerald R. Bennett
Chairman of the Board
Southwest Central Dispatch
C/O City of Palos Hills
10335 South Roberts Road
Palos Hills, IL 60465

Dear Mayor Bennett,

As you recall, in June 2012 the communities of Clarendon Hills, Hinsdale, Willowbrook and Burr Ridge co-signed a letter that cited concerns over the Southwest Central Dispatch Centers (SWCD) budgeting practices and policies. Amongst the issues cited were concerns that the budget format was difficult to understand and does not conform to generally accepted governmental accounting practices and form. Additionally, noted was a lack of a fund balance policy and a separate capital plan.

In a letter dated June 12, 2012 you responded that the above matters would be addressed and if necessary an outside consultant would be hired. To this date, we have not seen substantive improvements to the budget process as promised. Moreover, the budget draft that was distributed last week and submitted for approval by the SWCD Executive Board contains a number of errors and lacks the clarity to intelligently vote to approve it.

Additionally, we have concerns over the Communications Directors management and oversight and compliance with the by-laws in the following areas:

Financial Transparency- the Executive Board has no input in the formulation capital plan or determining the necessity or timing of capital projects. For example, the draft FY 13/14 budget contains over $200,000 in capital improvements to the current building that we plan on replacing in the FY 15/16. Moreover, the purchase approval process does not appear to conform to standard governmental purchasing practices. By practice, the Executive Board does not approve any purchases, only a listing of the bills following purchases. It does not appear that the Executive Board approves any type of competitive price quotes or bidding process.

COPY

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Another example is when the Executive Board voted to recommend membership of Countryside PD. The recommendation was based on the Communications Director representing that two part-time call takers would be hired to handle the additional call volume. The Board of Directors then approved Countryside's membership and the hiring of two full-time people.

Compliance with Open Meetings Act- the Association by-laws calls for compliance with the open meetings act. A review of the agenda compared to the meeting minutes indicates that we are not in compliance.

Incomplete radio/9-1-1 back-up plan-we have experienced three (3) radio system outages in the last year. Despite complaints, an adequate procedure to address a radio or 9-1-1 outage still does not exist. No plan exists to transfer 9-1-1 calls, notify system users, or staff remote call boxes. Moreover, in April 2012 the SWCD Executive Board voted to have a radio system audit performed by an independent vendor. SWCD issued the RFP for the audit in March 2013.

Dispatch Errors- we continue to experience errors in dispatching. A recurrent issue, particularly affecting Hinsdale, seems to be that SWCD does not confirm addresses through an updated MSAG (master street address guide) matched to the 9-1-1 system records, but verifies addresses through their own database. This results regularly with a North, South, East, West street direction delineation missing from the address during dispatches. We certainly acknowledge that errors will occur in any dispatch center however it is the Executive Directors responsiveness to our complaints and unwillingness to exercise managerial oversight or operational improvements that reduce our confidence that that these issues will not reoccur.

Current Technology- SWCD continues to use a CAD system they developed themselves that is totally supported and maintained by a single person. Confidential data within the CADS system is not segregated nor is there an audit trail if information is improperly accessed. The capital budget contains $3 million dollars in capital improvements in technology. For the third year in a row this money has gone unspent and carried over to the next budget year.

General Cooperation- several years ago Burr Ridge, Willowbrook, Clarendon Hills and Hinsdale advised SWCD of their intent to utilize the new DuPage County interoperable radio system. SWCD expressed concerns over this decision and refused to sign an IGA to locate interoperable radio equipment at SWCD citing concerns over liability even though 32 DuPage municipalities approved this same IGA. This refusal required us to locate the equipment off-site and the DuPage ETSB to incur additional expenses of approximately $26K.

All of the issues cited in this letter are very concerning to us. We consider ourselves stakeholders in a 9-1-1 dispatch center that we have charged with providing a critical link between our public safety agencies and the resident we serve. As stakeholder we have a responsibility to assure our residents that our dispatch center operates with the same level of professionalism that they would expect from us. Good government means transparency, sound financial stewardship and having managerial oversights are in place. At this time we are unsure that those measures are in place.

We also recognize that, as stakeholders, we need to be willing to step up to the table and offer solutions, and not merely identify problems. For each of these issues, we are willing to offer concrete suggestions and staff time to improve the processes so that the service levels can be improved for all SWCD communities

Therefore, we would like to request a meeting at your earliest convenience to discuss these issues and if you like, to provide additional examples in support of our conclusions. We would also like to discuss with you the role and responsibilities of the Executive Board.

Lastly, we would like the Board of Directors to consider contracting with a firm to conduct an independent management study of Southwest Central Dispatch. We look forward to discussing these matters with you.

Sincerely,

Mr. David Cook,
Village Manager
Village of Hinsdale

Mr. Randy Recklaus
Village Manager
Village of Clarendon Hills

Mr. Tim Halik
Village Administrator
Village of Willowbrook

Mr. Steven S. Stricker
Village Administrator
Village of Burr Ridge

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE WITHDRAWAL BY THE VILLAGE OF HINSDALE FROM SOUTHWEST CENTRAL DISPATCH AND SOUTHWEST CENTRAL 911 SYSTEM

WHEREAS, the Village of Hinsdale ("Village") is a member of Southwest Central Dispatch ("SWCD") and a contract member of Southwest Central 9-1-1 System ("SWC911") and has been a member of SWCD and SWC911 since 2010; and

WHEREAS, the Village wishes to withdraw its membership in SWCD and SWC911; and

WHEREAS, Article 11, Section 1 of SWCD's ByLaws states that a member may at any time after one (1) year from the date the member actually became a member of SWCD deliver written notice of its withdrawal; and

WHEREAS, Article 11, Section 1 of SWCD's ByLaws states that written notice of withdrawal shall be in the form of a certified copy of an Ordinance passed by its council or other appropriate authority; and

WHEREAS, Article 7, Section A of SWC911's ByLaws states that a member may at any time after one year from the date the member actually became a member of SWC911 deliver written notice of its withdrawal; and

WHEREAS, Article 7, Section A of SWC911's ByLaws states that written notice of withdrawal shall be in the form of a certified copy of an Ordinance passed by its council or other appropriate authority.

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

SECTION 1: The foregoing recitals are incorporated into this Ordinance by this reference.

SECTION 2: The Village of Hinsdale hereby withdraws its membership in Southwest Central Dispatch and withdraws its contract membership with Southwest Central 9-1-1 System and hereby withdraws from any other previously entered into agreements related to SWCD or SWC911, whether written or oral.

SECTION 3: That the Village Manager or his or her designee is hereby authorized and directed to provide SWCD and SWC911 with a certified copy of this Ordinance upon its adoption as written notice of such withdrawal via certified mail or personal delivery.

SECTION 4: Provided that the notice of withdrawal is received by SWCD and SWC911 by October 1, 2014, the effective date of Hinsdale's withdrawal from SWCD and SWC911 is April 30, 2015.

SECTION 5: All motions and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 6: The Ordinance shall be in full force and effect upon its adoption, approval and publication in the manner provided by law.

PASSED this _____ day of _____ 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2014, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Deputy Village Clerk

Memorandum

Confidential

To: Mr. Dave Cook, Village Manager

From: Chief Bradley Bloom

Date: January 27, 2010

Re: Evaluation of Consolidated Dispatch Options

As you are aware we have been evaluating available consolidated dispatch options and have evaluated over 15 separate iterations including contracting out fire, virtual consolidations using automatic call distribution systems, hosting a consolidated dispatch center as well as merging with a existing consolidated dispatch centers.

Rather than focus on the pros and cons of each option I thought it best to focus on Southwest Central Dispatch (SWCD) due to the Village's wish to aggressively pursue shared services with Clarendon Hills, Burr Ridge and Willowbrook who are all currently dispatched by SWCD and the Fire Department's agreement to share fire services with Clarendon Hills.

Current Dispatch Facility

We currently host our own 9-1-1 center using six (6) telecommunicators or 9-1-1 operators that dispatch both police and fire calls for service. In addition to their dispatch duties 9-1-1 operators answer non-emergency calls for service, perform clerk and records functions and handle all of the lobby walk-in traffic. Our building is open 24/7. Additionally, the female operators serve as matrons for prisoners and monitor prisoners held in the lock-up.

Equipment in the 9-1-1 Center including 9-1-1 phones, computer aided dispatch equipment, telephone and radio recording equipment, as well our records management system, automatic vehicle location equipment and mobile data terminal applications are paid for by the DuPage County Emergency Telephone Service Board using 9-1-1 surcharge funds.

Our annual cost attributed to this function is approximately $512,000.

Southwest Central Dispatch

Southwest Central Dispatch is located in Palos Heights and provides police and fire dispatch services for the municipalities of Burr Ridge, Clarendon Hills, Willowbrook, Chicago Ridge, Lemont, North Palos Fire Protection District, Palos Fire Protection District, Palos Heights, Palos Heights Fire Protection District, Palos Hills, Palos Park and Worth.

SWCD is a CALEA accredited consolidated dispatch center. In discussion with of the Police Chief's using SWCD overall they are pleased with the services that are provided. SWCD is governed by a Board made up of Police Chiefs, Fire Chiefs and Village Managers. The governance seems to meet the needs of the users. A process in place to address dispatch complaints and problems and the Chief's I spoke with indicated that complaints are quickly addressed and problems resolved.

SWCD seems to be financially stable and indicates they have a reserve fund that covers over 25% of their annual operating expenses. SWCD is in the process of considering a move to a larger building perhaps even relocating within DuPage County.

The cost of SWCD is approximately 10,000 per sworn officer (Hinsdale Police cost $260,000) and approximately $25 per fire call (Hinsdale Fire cost $64,000) or $324,000 total annual cost.

Per the SWCD by-laws they may grant a 50% discount in user fees the first year and a 75% discount the second to agencies joining SWCD. In return the agency is obligated to stay with SWCD an additional year for each discounted year.

What is unique about SWCD is that the agency must provide all equipment necessary to come onto their system and after SWCD begin maintaining it ownership reverts to SWCD and they are responsible for all maintenance repair and replacement. This includes all radio equipment (except portable radios) computers, auto vehicle locators and vehicle radio modems.

Additional Costs Considerations Associated with SWCD

As previously indicated our current 9-1-1 operators have additional duties. In order to keep our lobby open and continue to answer non-emergency phones calls and walk-in traffic I recommend that we keep our building open Monday through Friday from 8 am to 10 pm. and Saturdays from 8:00 am to 2 p.m.

To meet these staffing needs I recommend hiring one full-time records clerk and three part-time records clerks each working 12 hours per week.

Annual staffing costs: $92,728.

When the building is closed a direct dial phone to SWCD would be located in the outer police department outer foyer. The elevator and stairs would need to be secured and this area would need to be placed under video surveillance.

Additional equipment necessary to transition to SWCD includes UHF portable radios (police) modifying three (3) receiver sites, fire remote alerting, vehicle radio modems, fire alerting/notification, fire radio reprogramming and other miscellaneous costs.

Total first year equipment and building costs (one-time) $112,900

It should be noted that we would request reimbursement for the majority of these expenses from the DuPage Emergency Telephone Service Board (ETSB) based on their potential savings however this is a precedent setting request. Unemployment insurance costs have also not been included.

Cost Summary

A detail cost summary is attached for your review. In summary, with a 50% discount and with first year expenses equipment and building expenses the Village would save $145,272. Year two with a 75% discount our savings would be $170,195. Year three with no discount our savings would be $85,587.

These estimates are based on our current dispatch costs remaining static and no reimbursement from the ETSB.

Public-Resident Impact

The change to SWCD will result in impact the public as follows:

- Reduced police lobby hours.
- Less familiarity by SWCD staff with Village geography, ordinances, Village events etc.

Internal Impact

- Reduced functionality of mobile data terminals with less access to law enforcement resources.

- No oversight of officer during prisoner booking (officers currently monitored by dispatch staff via video system while booking prisoners)

- Prisoners in the lock-up must be monitored by an officer when clerks are off-duty.

- 9-1-1 operators not familiar with Village geography, officer training levels or local ordinances and Village events.

- SWCD has no plans to participate in County-wide interoperability radio network funded by ETSB scheduled for implementation in 2011.

- Lose benefit of some of the ETSB funded resources. SWCD has indicated that we can remain on DuPage County records management system.

- Loss of direct communications with Oak Brook and Westmont Police.

- SWCD computer aided dispatch is not as robust as current system.

- Video cameras in 9-1-1 center no longer monitored 24/7.

- Officers pulled off patrol with greater frequency to answer non-emergency questions previously answered by 9-1-1 operators.

- Sharing network with six 6 communities instead of current three (3).

Time Line

SWCD has indicated that they can facilitate the transfer of dispatch services within 90 days. ICC approval is needed and intergovernmental agreement must be executed, radio circuits, alarms and changes to our radio system must be made. I am skeptical that the transfer can be accomplished within that time period. However, if we choose SWCD we will dedicate the necessary personnel to facilitate this as quickly as possible.

Recommendation

The Village's annual cost to provide 9-1-1 and dispatch services is $512,000. Our 9-1-1 operators perform a variety of functions in addition to handling their dispatch duties and in the past year have assumed the lobby reception duties, records clerk duties and matron duties. Given that the ETSB provides most of our 9-1-1 equipment our costs are primarily related to personnel. It is my opinion that our current 9-1-1 function is the most effective and efficient way of providing 9-1-1 and dispatch services. The actual cost savings to the Village following the SWCD start-up costs and the first two year discount period is $85,587. The Village will receive additional savings estimated at approximately $200,000 if they enter into an intergovernmental agreement with Clarendon Hills for shared fire services.

Given SWCD dispatch lack of support from the ETSB and its current level of technology it would not be my first choice if we were forced to move to a consolidated center. However, when compared to the cost of DuComm (a consolidated dispatch center servers 27 police and fire agencies on the north side of DuPage County) it is far less expensive due primarily to the cost of provide fire dispatching is based on the communities property EAV.

The communities of Burr Ridge, Willowbrook and Clarendon Hills are members of SWCD and I firmly believe that the first step to any meaningful sharing of police and fire services must be a coordinated dispatch point. Based on the potential for significant future savings resulting in shared and consolidated

services it is therefore my recommendation to transfer contract with SWCD to provide police and fire dispatch services.

We plan to work with SWCD in the future to address our technology concerns and participation in the DuPage County interoperable radio system.

VILLAGE OF HINSDALE

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WHEREAS, the Village wishes to withdraw its membership in SWCD and SWC911; and

WHEREAS, Article 11, Section 1 of SWCD's ByLaws states that a member may at any time after one (1) year from the date the member actually became a member of SWCD deliver written notice of its withdrawal; and

WHEREAS, Article 11, Section 1 of SWCD's ByLaws states that written notice of withdrawal shall be in the form of a certified copy of an Ordinance passed by its council or other appropriate authority; and

WHEREAS, Article 7, Section A of SWC911's ByLaws states that a member may at any time after one year from the date the member actually became a member of SWC911 deliver written notice of its withdrawal; and

WHEREAS, Article 7, Section A of SWC911's ByLaws states that written notice of withdrawal shall be in the form of a certified copy of an Ordinance passed by its council or other appropriate authority.

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

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SECTION 5: All motions and resolutions or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 6: The Ordinance shall be in full force and effect upon its adoption, approval and publication in the manner provided by law.

PASSED this _____ day of _____ 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2014, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Deputy Village Clerk

13a.

Schuyler Roche Crisham | ATTORNEYS

SCHUYLER, ROCHE & CRISHAM, P.C.

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August 28, 2014

Christine M. Bruton
Village of Hinsdale
Village Clerk/Executive Assistant
19 East Chicago Avenue
Hinsdale, IL 60521

In re: 336 East Ogden

Dear Ms. Bruton:

I had a conversation with Sean Gascoigne and Robb McGinnis regarding a proposed development at the above-captioned address and I would like to be able to have this matter placed on the Village Board agenda for September 16, 2014 so that we would be able to make a presentation to the Board regarding this matter and to receive input from them regarding this proposed development.

I would appreciate it if you would please confirm for me that this matter will be placed on the agenda and if so, at what time would it be heard by the Village Board.

Thanking you in advance for your help, I remain,

Sincerely,

John J. George

JJG:df