

PROCLAMATION

ARBOR DAY

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, is observed with the planting and celebration of trees; and

WHEREAS, trees in our Village increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, the Village places a high priority on tree preservation dedicating financial resources, and qualified personnel to tree preservation activities; and

WHEREAS, the Village of Hinsdale has been recognized as a Tree City USA for the twenty-third year in a row by the National Arbor Day Foundation in recognition of the Village's commitment to tree preservation;

NOW, THEREFORE, I, Tom Cauley, Village President of the Village of Hinsdale, do hereby proclaim April 24, 2015, as Arbor Day in the Village of Hinsdale and urge all citizens to support efforts to protect our trees and woodlands and to support our Village's Tree Preservation Program.

_____

Tom Cauley
Village President

VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
March 17, 2015

The regularly 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, March 17, 2015 at 7:35 p.m.

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

Absent: Gerald J. Hughes

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Finance Director Darrell Langlois, Police Chief Brad Bloom, Fire Chief Rick Ronovsky, Director of Community Development/Building Commissioner Robb McGinnis, Village Engineer Dan Deeter, Director of Economic Development & Urban Design Tim Scott, Director of Parks & Recreation Gina Hassett, Director of Public Services George Peluso, Director of Public Services George Peluso, Village Planner Chan Yu, Management Analyst Suzanne Ostrovsky and Village Clerk Christine Bruton

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

The Board agreed to suggested changes to the draft minutes. Trustee Elder moved to **approve the draft minutes of the regularly scheduled meeting of March 3, 2015, as amended.** Trustee Angelo seconded the motion.

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

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

President Cauley noted an item from Chief Bloom's police report regarding the rising use of heroin in DuPage County. Chief Bloom confirmed heroin use is reaching epidemic proportions. Heroin use results in deaths, and officers now carry a nasal spray that can reverse the effects of an overdose and save a life, if used in time. President Cauley wants residents and parents to be aware that this problem exists in Hinsdale, too.

FIRST READINGS

Administration & Community Affairs (Chair Hughes)

Approve the Hinsdale Chamber of Commerce's 2015 Event Schedule, Display of Banners, Street Closures and Customary In-kind Services

President Cauley introduced the item noting this is the same request as approved by the Board last year. Trustee LaPlaca asked Director of Economic Development Tim Scott about the Christmas Walk dates. Mr. Scott replied the Chamber may be open to revisiting the matter and he would be happy to bring it to the Chamber Board. Trustee Haarlow noted they are asking for additional display of vinyl banners around town. He stated we cleaned up Burlington by installing poster display cases and he would like to see vinyl used with restraint. Mr. Scott said he would bring these comments back to the Chamber, too.
The Board agreed to move this item to the Consent Agenda at their next meeting.

Environment & Public Services (Chair LaPlaca)

Resolution for Maintenance of Streets and Highways by Municipalities under the Illinois Highway Code (for the 50/50 Sidewalk Program)

President Cauley introduced the item and described the policy for the sidewalk replacement program; this resolution would provide approval for next year. Trustee Saigh noted a language error in the document regarding the deadline for responses; but also noted that this program can be beneficial and urged residents to take a look at their sidewalks, especially as the winters have been harsh. President Cauley asked if the ½" inch trip gap is the only measurement to determine replacement. Village Engineer Dan Deeter said that is the ADA standard and the only standard for Village participation. However, a resident can replace any sidewalk they find unattractive at their own expense. It was noted that $85,000 has been allocated for this project and President Cauley suggested we consider adding deteriorated sidewalks. The Board agreed to this; sidewalks would be replaced on a first come, first served basis, with a budget cap of $85,000. Trustee LaPlaca commented that Mr. Deeter can use his judgment as to which sidewalks would qualify.
The Board agreed to make these modifications and to move this item forward for a second reading.

Zoning & Public Safety (Chair Saigh)

Ordinance Approving a Building Coverage Variation for the Single Family Residence Located in the R-4 Single Family Zoning District at 312 Phillippa Zoning Board of Appeals Case V-09-14

President Cauley explained that this matter has been heard by the Zoning Board of Appeals (ZBA), but in the case of maximum building coverage, they only make a recommendation to the Village Board for approval. This particular matter involves a property with a one-car garage; the homeowners need relief to construct a detached two-car garage. President Cauley explained that ZBA Chair Bob Nieman had thoroughly outlined to him the necessary criteria for ZBA approval and how each of those criteria was met by this applicant. It was also noted that none of the neighbors to this property had registered any complaint about the proposed garage. Mr. Matt Kline, attorney for the homeowner, addressed the Board stating, in fact, there had been three letters of support from neighbors.
President Cauley asked for a more fulsome record of ZBA deliberations. Director of Community Development Robb McGinnis noted the court reporter will now stay for deliberation.
The Board agreed to move this matter forward for a Second Reading at their next meeting.

Approval of a request for an Extension of time as set forth in Section 11-503K of the Zoning Code for 330 Chestnut Street - Zoning Board of Appeals Case V-01-14

President Cauley introduced the item stating the property owner is asking for an extension of time as their permit is running out.
Mr. David Habiger, property owner, addressed the Board. He explained that he is not a developer, but a resident who wants to improve and unsightly piece of property in town. He noted the building and the site are challenging, and as a result there are unexpected zoning and engineering issues. He noted ADA issues, and the conflicting State and Federal regulations with respect to fire codes. He stated they are in the final stage of working through the issues and hope to break ground in mid-April. Mr. McGinnis confirmed concern that the exhibit approved by Plan Commission is different now because of changes made to meet the fire and ADA codes. President Cauley cautioned that we keep control of what is changed, but stated he would like to see the building built. Mr. Habiger confirmed that a 90-day extension should be sufficient.
The Board agreed to move this matter forward for a Second Reading at their next meeting.

CONSENT AGENDA

Administration & Community Affairs

Accounts Payable

Trustee Angelo moved **Approval and Payment of the Accounts Payable for the Period of March 3, 2015 through March 17, 2015 in the aggregate amount of $1,886,897.98 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Elder seconded the motion.

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

Motion carried.

Approve a Lease Agreement for the Restaurant Space of the Brush Hill Train Station, 25 Hinsdale Avenue *(First Reading – March 3, 2015)*

President Cauley introduced the item and asked Trustees if they had any concerns, there being none, Trustee Elder moved to **Approve a Lease Agreement for the Restaurant Space of the Brush Hill Train Station, 25 Hinsdale Avenue *(First Reading – March 3, 2015.*** Trustee LaPlaca seconded the motion.

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

Motion carried.

The following Consent Agenda items were approved by omnibus vote.

Environment & Public Services

a) **Award the Engineering Services for Private Development Plan Review to James J. Benes & Associates in the Amount Not to Exceed $80,000** *(First Reading – March 3, 2015)*
b) **Award the 2015 Reconstruction Project to A Lamp Concrete Contractors, Inc. in the Amount Not to Exceed $2,819,354** *(First Reading – March 3, 2015)*
c) **Award the 2015 MPI Resurfacing Project to Hardin Paving Services in the Amount Not to Exceed $250,519** *(First Reading – March 3, 2015)*
d) **Award the 2015 MPI Crack Sealing Project to Patriot Pavement Management in the Amount Not to Exceed $30,000** *(First Reading – March 3, 2015)*

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

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

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA

Environment & Public Services (Chair LaPlaca)

Waive the First Reading and Award the Oak Street Bridge Replacement Project to Kenny Construction Company in the Amount Not to Exceed $6,893,314

President Cauley introduced the item and explained that this is the first time this matter is before the Board, but the Illinois Department of Transportation (IDOT) wants this done by March 18th. Four construction companies submitted bids for the project. Kenny Construction had the lowest bid, has a good reputation and is recommended by IDOT. Mr. Scott Creech, from HR Green, said he had done extensive research on Kenny Construction and confirmed their good reputation. The have prequalified with IDOT and they have done projects of this size and scope. Mr. Deeter noted that Assistant Village Engineer Al Diaz had worked with them when he worked for IDOT, and said their reputation was good there.
President Cauley remarked that he and Village Manager Gargano don't want to bring these types of matters to the Board for approval with only one meeting, but deadlines with the bridge are compelling.
Trustee LaPlaca moved to **Waive the First Reading and Award the Oak Street Bridge Replacement Project to Kenny Construction Company in the Amount Not to Exceed $6,893,314.** Trustee Elder seconded the motion.

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

Motion carried.

Zoning & Public Safety

Approve an Ordinance Amending Section 11-401 ("Certificate of Zoning Compliance") of the Hinsdale Zoning Code as it Relates to When Certificates of Zoning Compliance are Required (Plan Commission 8-1)
(First Reading – March 3, 2015, Board Consensus)

Trustee Saigh moved to **Approve an Ordinance Amending Section 11-401 ("Certificate of Zoning Compliance") of the Hinsdale Zoning Code as it Relates to When Certificates of Zoning Compliance are Required (Plan Commission 8-1)** ***(First Reading – March 3, 2015, Board Consensus.*** Trustee Elder seconded the motion. .

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

Motion carried.

Approve an Ordinance Approving Site Plans and Exterior Appearance Plans for the Construction of a New Clubhouse on the Property Located at 830 N. Madison – Salt Creek Club (Plan Commission 8-1)
(First Reading – March 3, 2015, Board Consensus)

Trustee LaPlaca moved to **Approve an Ordinance Approving Site Plans and Exterior Appearance Plans for the Construction of a New Clubhouse on the Property Located at 830 N. Madison – Salt Creek Club (Plan Commission 8-1)** ***(First Reading – March 3, 2015, Board Consensus).*** Trustee Saigh seconded the motion.

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

Motion carried.

Approve a Permit for a Temporary Use at 336 E. Ogden Avenue for the Period of March 17, 2015 through October 31, 2015, Subject to Conditions to be Set Forth by the Building Commissioner
(First Reading – March 3, 2015, Board Consensus)

Trustee Elder moved to **Approve a Permit for a Temporary Use at 336 E. Ogden Avenue for the Period of March 17, 2015 through October 31, 2015, Subject to Conditions to be Set Forth by the Building Commissioner** ***(First Reading – March 3, 2015, Board Consensus).*** Trustee Saigh seconded the motion.

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

Motion carried.

DISCUSSION ITEMS

Oak Street Bridge Update

Village Manager Gargano addressed the Board regarding the Oak Street Bridge project. She illustrated, with a power point presentation, the Village website will have a link to a redesigned Oak Street Bridge page that will be more informative and user friendly. The website will keep residents informed of detour routes and changes in parking. The detour maps have been developed by police and engineering considering traffic flows, but if adjustments are needed, they can be made. Chicago Avenue will have a new stop light to manage one lane of traffic. Residents can provide their email address to the Village for updates, too. Ms. Gargano noted that the Police Department is working to finalize parking around the construction area; commuter spaces will be relocated. Chief of Police Brad Bloom said the Highland Station will not be closed, but there will be no pedestrian access north of the bridge.

Trustee LaPlaca commented that the Oak Street Bridge Community Working Group discussed having the Village's name on the bridge. Director of Economic Development and Urban Design Tim Scott is in the process of developing a possible design and Village Engineer Dan Deeter is working on whether or not the Village can get funding for this type of project addition. She also noted that if residents are interested in acquiring a piece of the bridge, to let Management Analyst Suzanne Ostrovsky know as she will be managing this program.

President Cauley remarked that it would be advantageous to avoid construction on adjacent roads and the detour routes. Mr. Deeter noted that staff is trying to coordinate all street work, and Director of Community Development Robb McGinnis confirmed that residential construction will also be monitored. Methods by which to notify the public about the bridge closing will include the website, door to door notices and the newspapers. Mr. Deeter said signage will be planned when IDOT lets the contract and the first preconstruction meeting is held.

Capital Improvement Plan (CIP) items

President Cauley reminded that Board that because of the volume of material in the CIP, the Board will review the items department by department, except three Public Services items of some urgency before the Board this evening.

Public Services is asking for $160,000 for a snow plow and attachment. The useful life of a plow is about 15 years, our vehicle is 17 years old. When it is replaced, we would keep the older vehicle as a backup. They are asking for $20,000 for additional snow removal equipment; a snow blower attachment for sidewalks and curbs and roadways. Additionally, they are asking for $100,000 for maintenance and piping repairs to the Veeck Park sewer overflow facility. It is working, but there are some maintenance problems. He noted that this is a discussion of these items at this time, contracts would be brought forward in the future.

Trustee LaPlaca noted the need for a snow plow is obvious, but remarked that Director of Public Services George Peluso provided great detail to Ms. Gargano and herself regarding the necessity of the Veeck Park piping repairs. She believes he has a good handle on this issue and taking the Village in a good direction.

Additionally, we do not have a certified operator anymore. HR Green will take this on for less than $2,000 per year. Mr. Peluso will get certified and have a couple other people certified, as well, so that we have in-house operators, but this takes time and is a time commitment,
Discussion followed regarding the responsibility of the engineer on the project, Clark Dietz, Inc. Mr. Deeter confirmed that the design should last longer than the six years this facility has been in operation. President Cauley directed staff to go back to Clark Dietz to work with them to recoup these costs.

DEPARTMENT AND STAFF REPORTS

The following reports were submitted for Board review.

a. Treasurer's Report
b. Parks & Recreation
c. IT Coordinator Monthly Report
d. Police Department Report
e. Fire Department Report
f. Public Services Report
g. Engineering Monthly Report
h. Community Development Monthly Report
i. Economic Development Report

Assistant Village Manager/Finance Director Darrell Langlois recapped the Treasurer's Report for the Board. He noted that sales tax revenue is $2.6 million, which is up about $113,000 over the prior year, but asked the Board to keep in mind that sales tax revenue has a three month lag. The Finance Commission has met regarding revenues, and they expect that lower gasoline prices will create a budget challenge. March sales tax revenue declined by .8%, and income tax is below the prior year. He mentioned the Local Government Distributive Fund (LGDF) issues that have been in the news, which could result in an $800,000 impact to the Village, and noted that he and Ms. Gargano will be monitoring this situation.
He informed the Board that he attended the annual IMET participant meeting last week. Discussion focused on the recovery efforts with respect to the $50 million fraudulent IMET security investment, which nets to a $63,000 exposure for Hinsdale. According to accepted accounting practice, this amount will be written off. He explained it will take years to recover any monies, but that these funds would be considered income when they are realized. The Village can hope to recover about 30% of the initial investment.
Building permit revenue is $700,000+ over budget, but that activity going forward is difficult to predict; therefore the Finance Commission has recommended using a five year average.
The DuPage Water Commission declines in water pumpage that he has been reporting have shown a 2% increase in February and January. Anecdotally, staff is 25% through the new water meter project, and is seeing increased meter readings as we are recapturing correct usages.
President Cauley recapped that all revenues are flat or going down, except permit revenues, which are currently inflated because of the Cancer Treatment Center.

Mr. McGinnis introduced Mr. Chan Yu, the new Village Planner, to the Board. He comes from the city of Des Plaines, has a Master's Degree in Urban Planning and has staff liaison experience. President Cauley welcomed him to Hinsdale.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

OTHER BUSINESS

None.

NEW BUSINESS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

Trustee Saigh noted the removal of a very old and beautiful elm tree located at 121 E. Fourth Street on Monday of this week for the construction of a new home. It is unfortunate that these private property trees do not come to the Board before removal.

ADJOURNMENT

There being no further business before the Board, Trustee Elder **moved to adjourn the meeting of the Hinsdale Village Board of Trustees of March 17, 2015.** Trustee LaPlaca seconded the motion.

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

Motion carried.

Meeting adjourned at 8:51 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

7a.

DATE: March 31, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER ACA	**ORIGINATING DEPARTMENT** Administration
ITEM Approval of the Annual Performance Budget for FY 2015-16.	**APPROVAL** Darrell Langlois Assistant Village Manager/ Finance Director

On March 23, 2015 the Draft FY 2015-16 Annual Performance Budget was distributed to the Village Board and Finance Commission and made available to the public by posting on the Village's website. The Draft Budget was reviewed in detail by the Finance Commission at its meeting on March 26, 2015 and was endorsed for approval by the Village Board. It should be noted that at the Finance Commission meeting there was a minor error noted in the calculation of the ending FY 2015-16 Corporate Fund reserve percentage in that the reported ending percentage of 26.7% for FY 2015-16 was actually 29%. Attached are two replacement pages to the budget book that are necessary to correct this error.

The next step in the approval process is the scheduled first reading at the Village Board meeting on April 7, 2015. At this meeting there will be a general introductory overview of the Draft FY 2015-16 Budget in order to provide context for the first reading. At the second meeting in April, Village staff will present a detailed PowerPoint presentation on the Budget, and if the Board is satisfied with Budget it will be voted on at that meeting. In the meantime, if you have any questions at all on the Budget please let me know.

MOTION: To Approve the FY 2015-16 Annual Performance Budget as presented.

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

COMMITTEE ACTION:

BOARD ACTION:

Using the Finance Commission's revenue assumptions that established revenues available to support expenses, staff began development of the FY 2015-16 Budget. As part of the budget development process, the Department Heads meet with the Budget Team consisting of the Village Manager, Finance Director and Management Analyst, and review the proposed budget.

Each Department Budget includes Department goals and objectives that tie to specific budget requests and a summary of prior year accomplishments. Additionally, all department budget presentations include activity measures, which provide information regarding volumes of activity. Departments also have performance measures for those departments in which service delivery to the residents may be quantified. We hope that the Village Board continues to find value in the information that is included in the budget presentation. The performance measures are considered dynamic and may be altered to meet service expectations and goals of the Village Board and community.

We are pleased to report that the proposed FY 2015-16 Budget is balanced and provides for an ending unrestricted fund balance reserve of 29.0%. The 29.0% exceeds the minimum target of 25%. We would like to highlight the following:

- The FY 2015-16 Budget maintains all existing Village services
- The FY 2015-16 Budget provides for MIP capital funding for critical infrastructure improvements in Village neighborhoods, including:
    - $2.5 million for street resurfacing and improvements to address needed repairs
    - $4.2 million for street reconstruction
    - $10.1 million for the replacement of Oak Street Bridge (funded 100% from grants from several sources)
- The FY 2015-16 Budget provides for non-MIP infrastructure improvements in Village neighborhoods, including:
    - $300,000 for infrastructure maintenance work
    - $577,000 for new infrastructure work outside the scope of the MIP; a listing of these proposed projects is included on page 112

The FY 2015-16 Budget also provides for the Departmental capital expenditures. However, due to uncertainty in the LGDF and the State's revenue sharing formula, moving forward on capital requests will be postponed until after the passage of the State of Illinois Budget. In the event that there are reduced revenues from the State, the Village will look to prioritize the capital expenses with the potential to defer those items not deemed most critical for the FY 2015-2016. Significant capital items recommended for FY 2015-16 include:

SCHEDULE II
VILLAGE OF HINSDALE
FY 2015-16 BUDGET
CORPORATE FUND SUMMARY

	FY 2013-14 Actuals	FY 2014-15 Budget	FY 2014-15 Estimated Actuals	FY 2015-16 Budget	Change From Prior Budget
Operating Revenues:					
Property Taxes	6,262,266	6,371,918	6,350,629	6,534,773	162,855
State/Federal Distributions	5,484,208	5,369,000	5,420,800	5,491,200	122,200
Utility Taxes	2,091,426	2,168,000	2,047,400	2,059,600	(108,400)
Licenses	401,415	406,100	399,176	403,100	(3,000)
Permits	1,514,019	1,352,750	2,184,000	1,585,500	232,750
Service Fees	2,182,839	2,269,950	2,125,042	2,200,603	(69,347)
Fines	378,002	387,200	369,880	377,700	(9,500)
Other Income	1,043,429	774,850	815,970	832,650	57,800
Total Operating Revenues	19,357,604	19,099,768	19,712,897	19,485,126	385,358
Operating Expenses:					
General Government	1,834,841	1,667,837	1,718,399	1,839,030	171,193
Police Department	4,984,280	4,956,232	4,960,447	4,982,063	25,831
Fire Department	3,893,586	4,009,878	4,022,027	4,330,011	320,133
Public Services	2,483,313	2,520,772	2,721,135	2,994,846	474,074
Community Development	1,104,969	1,090,237	1,072,748	728,042	(362,195)
Parks & Recreation	1,682,605	1,759,639	1,817,531	1,804,882	45,243
Total Operating Expenses	15,983,594	16,004,595	16,312,287	16,678,874	674,279
Capital Outlay/Special Projects:					
Departmental Capital	329,488	0	0	0	0
Total Expenses	16,313,082	16,004,595	16,312,287	16,678,874	674,279
Operating Excess (Deficiency)	3,044,522	3,095,173	3,400,610	2,806,252	(288,921)
Contingency/Transfers In (Out):					
Contingency	0	(100,000)	0	(100,000)	
Transfer (to) from Capital Reserve	(1,250,000)	(1,250,000)	(1,250,000)	(1,100,000)	
Transfer (to) from Debt Service Fund	0	0	0	0	
Transfer (to) from Water Fund	0	0	0	0	
Transfer (to) Annual Infrastr. Projects Fund	(325,000)	0	0	0	
Transfer (to) MIP Infrastructure Projects Fund	(1,600,000)	(1,500,000)	(1,500,000)	(1,500,000)	
Total Continency/Transfers Out	(3,175,000)	(2,850,000)	(2,750,000)	(2,700,000)	
Excess(Deficiency) After Transfers	(130,478)	245,173	650,610	106,252	
Beginning Unrestricted Fund Balance	4,210,556	4,160,229	4,080,078	4,730,688	
Ending Unrestricted Fund Balance	**4,080,078**	**4,405,402**	**4,730,688**	**4,836,940**	
Total Expense/Fund Balance Ratio	**25.0%**	**27.5%**	**29.0%**	**29.0%**	
Capital Reserve:					
Beginning Fund Balance	750,000	708,899	1,181,860	917,592	
Transfers In/(Out)	1,250,000	1,250,000	1,250,000	1,100,000	
Departmental Capital	(818,140)	(1,580,000)	(1,514,268)	(1,413,600)	
Ending Capital Reserve Fund Balance	**1,181,860**	**378,899**	**917,592**	**603,992**	
Total Ending Corporate Fund Balance	**5,261,938**	**4,784,301**	**5,648,280**	**5,440,932**	

7b.

DATE: April 7, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION First Reading - ACA	**ORIGINATING DEPARTMENT** Administration
ITEM Approval of the FY 2015-16 Pay Plan	**APPROVAL** Sandy Mikel, Administration Manager SM

Attached for the Village Board's consideration is the FY 2015-16 pay scales for non-union employees that includes a 2.0% cost of living adjustment (COLA). The 2% COLA is consistent with the Village's collective bargaining agreements with the Police Officers and Public Services Employees. As a point of reference, in 2014 the Consumer Price Index – Urban (CPI-U) was 0 .8%, with the trailing five year average being 1.8%. The FY 2015-16 budget assumes a 2% COLA in order to maintain parity with the union employees.

The Pay Plan is broken into three (3) categories: Management (Grades M), Supervisory (Grades S) and Non-Management (Grades NM):

Management Employees (Grades M), that are not at the maximum for their pay grade, are eligible to receive only a merit increase. Department Heads are eligible for a merit increase on May 1st. All other Management Employees are eligible for a merit increase on their anniversary date. In FY 2014-15, the average merit increase for a management employee was 4.3%. Therefore, assuming an annual 2% COLA adjustment to the pay ranges and a 4.3% merit increase for the employee, a new management employee hired in FY 2015-16 at the grade minimum would take approximately 18 years to reach the maximum pay for the position.

Supervisory and Non-Management Employees (Grades S and NM) would receive the COLA increase on May 1st. In addition, Supervisory and Non-Management employees, that aren't at the maximum for their pay grade, are eligible for a merit increase on their anniversary date. The merit increase is based on their performance evaluation score. For the last several years, the pay policy has established that the average merit increase "pool" would be 3.5%. Therefore, assuming an annual 2% COLA and 3.5% merit increase, a new non-management employee hired in FY 2015-16 at the grade minimum would take approximately 12 years to reach the maximum.

Firefighter/Paramedics (Grade NM355) have their own pay structure that was negotiated with the Village in 2012. Firefighter/Paramedics are eligible to receive a COLA increase on May 1st and a 3.5% merit increase on their anniversary date. In addition, they are eligible to receive a "milestone" increase (5%) at years 3, 6 and 8. In order to receive the milestone increase, they must have achieved the appropriate certifications as determined by the Fire Chief. On average, it takes 8 years for a Firefighter/Paramedic to reach the maximum for their pay grade.

Staff recommends approval of the new FY 2015-16 Pay Scales. If the Village Board agrees with staff's recommendation, then the following motion would be appropriate:

MOTION: To Approve the FY 2015-16 Pay Scales

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**
COMMITTEE ACTION:				
BOARD ACTION:				

VILLAGE OF HINSDALE
FY 15/16 PAY SCALE - DRAFT
FULL-TIME EMPLOYEES - 2% COLA
NON-UNION

Classification	Grade	Annual Hours	Exempt from OT	Title	Annual Minimum	Annual Maximum	Hourly Minimum	Hourly Maximum
Management	M140	2080	Y	Assistant Village Manager/ Director of Finance	$112,587.77	$167,065.73	$54.1287	$80.3201
Management	M135	2080	Y		$106,959.09	$158,711.96	$51.4226	$76.3038
Management	M130	2080	Y	Director of Comm Dev/ Building Commissioner Director of Public Services Police Chief Fire Chief Director of Parks & Recreation	$101,609.74	$150,776.54	$48.8508	$72.4887
Management	M125	2080	Y		$96,530.62	$143,238.00	$46.4090	$68.8644
Management	M120	2080	Y		$91,703.43	$136,076.58	$44.0882	$65.4214
Management	M115	2080	Y	Director of Economic Dev/Urban Design Village Engineer Assistant Director of Public Services Deputy Police Chief	$87,118.92	$129,272.35	$41.8841	$62.1502
Management	M110	2080	Y	Assistant Fire Chief	$82,761.90	$122,808.56	$39.7894	$59.0426
Management	M105	2080	Y	Assistant Finance Director IT Coordinator Assistant Village Engineer Village Planner	$75,775.57	$116,668.47	$36.4306	$56.0906
Management	M104	2080	Y	Civil Engineer	$62,730.00	$92,840.40	$30.16	$44.63
Management	M103	2080	Y	Management Analyst	$56,763.00	$84,009.24	$27.2899	$40.3891
Management	M100	2080	Y	Recreation Supervisor	$43,986.71	$63,956.86	$21.1475	$30.7485
Supervisory	S205a	2080	N	Police Sergeant	$72,456.05	$110,206.27	$34.8346	$52.9838
	S205b	2764	N	Fire Captain	$72,456.05	$110,206.27	$26.2142	$39.8720
Supervisory	S200a	2764	N	Fire Lieutenant	$65,854.50	$100,165.25	$23.8258	$36.2392
Supervisory	S200b	2080	N	Roadway Supervisor Village Forester Village Horticulturist Building Maintenance Supervisor	$65,854.50	$100,165.25	$31.6608	$48.1564
Non-Management	NM370	1950	N	Deputy Building Commissioner	$64,692.91	$98,398.45	$33.1759	$50.4607
Non-Management	NM365	1950	N		$61,738.59	$93,904.92	$31.6608	$48.1564
Non-Management	NM360	1950	N	Plan Reviewer	$60,666.63	$92,274.47	$31.1111	$47.3202

VILLAGE OF HINSDALE
FY 15/16 PAY SCALE - DRAFT
FULL-TIME EMPLOYEES - 2% COLA
NON-UNION

Classification	Grade	Annual Hours	Exempt from OT	Title	Annual Minimum	Annual Maximum	Hourly Minimum	Hourly Maximum
Non-Management	NM355	2764	N	Firefighter/Paramedic	$57,879.38	$91,660.79	$20.9404	$33.1624
Non-Management	NM350	1950	N		$57,130.66	$85,932.00	$29.2978	$44.0677
Non-Management	NM345	1950	N		$53,821.07	$78,256.03	$27.6005	$40.1313
Non-Management	NM340	1950	N		$52,670.85	$76,583.62	$27.0107	$39.2737
Non-Management	NM335	1950	N	Village Clerk/Executive Assistant	$50,918.62	$74,035.86	$26.1121	$37.9671
Non-Management	NM330	1950	N		$48,970.62	$71,203.45	$25.1131	$36.5146
Non-Management	NM325	1950	N		$46,639.79	$67,814.43	$23.9178	$34.7766
Non-Management	NM320	1950	N	Administrative Services Coordinator	$43,986.71	$63,956.86	$22.5573	$32.7984
Non-Management	NM315	1950	N	Secretary Account Clerk Records Clerk	$42,082.82	$61,188.59	$21.5809	$31.3788
Non-Management	NM310	1950	N		$39,658.25	$57,663.23	$20.3376	$29.5709
Non-Management	NM305	1950	N		$38,383.98	$55,706.41	$19.6841	$28.5674
Non-Management	NM300	1950	N		$35,874.23	$52,161.26	$18.3970	$26.7494

VILLAGE OF HINSDALE
FY 15/16 PAY SCALE - 2% COLA DRAFT
PERMANENT PART-TIME EMPLOYEES

Classification	Grade	Title	Hourly Minimum	Hourly Maximum
Non-Management	NM 1	KLM Hosts	$10.40	$15.61
Non-Management	NM 2	Parking Enforcement Officer Community Service Officer	$11.67	$18.04
Non-Management Non-Management Non-Management	NM 3	IT Assistant Broadcasting Technician KLM Assistant Manager	$13.80	$21.23
Non-Management Non-Management Non-Management Non-Management	NM 4	Records Clerk Cashier/Receptionist Secretary Investigations Assistant	$15.92	$24.41
Non-Management	NM 5	KLM Manager*	$20.17	$30.77
Non-Management	NM 6	Account Clerk/Data Clerk	$21.23	$31.83
Non-Management Non-Management Non-Management Non-Management Non-Management	NM 7	Building Inspector Fire Inspector Investigative Aide Code Enforcement Officer Accreditation Manager	$26.53	$40.33
Management	M 1	Administration Manager Civil Engineer	$36.08	$54.12

**Eligible for bonus based on KLM bookings*

7c

DATE: April 7, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading - ACA	**ORIGINATING DEPARTMENT** Administration
ITEM Adopt a Policy for the Administration and Approval of Block Parties	**APPROVAL** Christine Bruton Village Clerk

Last fall there was a misunderstanding surrounding a September 6th block party held on the 300 block of South Park Avenue. It came to the Village's attention, due to a resident complaint, that a corporate fund-raising event had been conducted under the guise of a block party, although the requesting party did provide the requisite neighbor approval.

Background:
Hinsdale Village Code is silent on block parties per se and we have no written policies specific to block parties. However, §7-1-5(B) of the Village Code does provide some regulations regarding 'street closings for recreational purposes' which addresses issues of public safety and nuisance. Currently, the Village requires that individuals requesting a block party have 75% of their neighbors within the area to be barricaded indicate permission for the party by signing the block party request form. This procedure is codified in this section of the Code as it was adopted in 1970. This section also states that the recreational purpose for the street closure be non-profit.
The two most common block party 'infractions' that occur are 1) residents routinely indicate permission on behalf of a neighbor by signing their name and 2) notifying the Village of their block party with less than the requested one week notice. In these cases, we have accomodated the request anyway, and I know of no block party request that has ever been refused.

Recommendation:
The draft block party policy would provide clear, concise instructions and guidelines for residents, as well as protect area neighbors from any nuisance or danger that might be created as a result of the party. In light of the complaint about the September 6th block party and in an effort to prevent future problems, staff recommends we define 'block party', memorialize reasonable guidelines, formalize the request procedure and indemnify the Village. A draft policy and a new resident request form which reflect these improvements, are attached for your review. Please note the second page of the resident request form. It outlines consequences for an infraction of the Village policy and includes the indemnification language. Even if a resident did not review the policy statement on block parties, the language that addresses the issues we are trying to manage is included on the form and requires a signature from the applicant indicating their understanding of Village regulations regarding block parties.

If the Board concurs with staff's recommendation, the following motion would be appropriate:

MOTION: **To Adopt a Policy for the Administration and Approval of Block Parties.**

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

COMMITTEE ACTION:

BOARD ACTION:

7-1-5: PRIVATE OR COMMERCIAL USE:

A. General: Except as specifically provided in this section or section 7-1-5.1 of this chapter, it shall be unlawful for any person to use any street, sidewalk or other public place as space for the display of goods or merchandise for sale or for any private purpose, or for any person to write, place or mark any signs or advertisements on any such street, sidewalk or public place. (Ord. O2001-3, 1-16-2001)

B. Street Closings For Recreational Purposes: The village manager may authorize the barricading and closing of streets for a period not to exceed twelve (12) hours for recreational purposes when the following conditions have been met:

1. A petition has been filed requesting such closing executed by seventy five percent (75%) of the property owners or lessees adjacent to the streets affected.

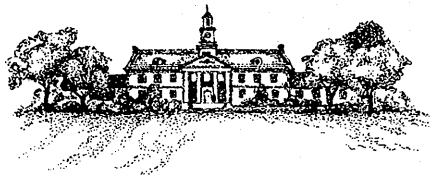
2. The chief of police has advised the village manager that the closing will not create a traffic hazard or otherwise interfere with public safety.

3. The chief of the fire department has advised the village manager that the closing will not create a fire hazard.

4. That the closing will not unduly inconvenience the residents of the neighborhood involved.

5. That the recreational purpose be nonprofit. (Ord., 8-18-1970)

C. Directional Signs For Not-For-Profit Organizations[3]: The village manager may authorize the posting of not more than two (2) directional signs to direct the public to a facility owned and operated by a not-for-profit organization located within the village. Such signs may be requested by such an organization by application to the village manager, on forms specified by the village. All such signs shall be created and installed by the village, at a location and in a manner approved by the village manager, upon payment by the applicant of the cost thereof in the amount of one hundred dollars ($100.00) per sign. Each sign shall consist of not more than two (2) faces, and may be attached only to existing village owned or controlled posts or signs within the public street rights of way. The cost of replacement of the signs as necessary from time to time shall be at the cost of the applicant. (Ord. O2001-3, 1-16-2001)



Village of Hinsdale Block Party Policy

PURPOSE:
The Village of Hinsdale is supportive of non-Village sponsored neighborhood block parties as a way to build community spirit, meet neighbors and have fun. The Village of Hinsdale's objective is to minimize a block party's disruption to the roadway system, disruption to area neighbors, and to provide for public safety while working to meet the needs of residents.

WHO MAY APPLY:
Individual(s) applying for permission to conduct a block party must be Hinsdale resident(s) living within the area requested for street closure.

APPLICATION PROCESS:
Residents can get a copy of the block party application by downloading a copy from the Village website at www.villageofhinsdale.org or from the Village Clerk's office. Residents need to complete the application and gather the required number of signatures from neighbors. The application needs to be turned in the Village Clerk's office a minimum of ten (10) days before the requested date of the party.

BLOCK SUPPORT:
The block party request requires the applicant to acquire the signatures and a valid and working phone number from no less than seventy-five percent (75%) of the homeowners within the area requested to be closed off in order to be considered for approval. The Village reserves the right to call and verify signers' consent to the block party.

POLICE AND FIRE DEPARTMENT:
The Police and Fire Department will visit block parties whenever possible.

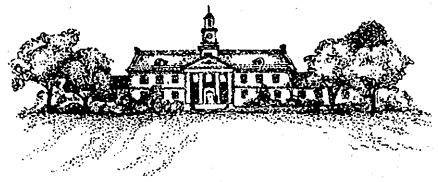
BARRICADES:
Public Services staff will deliver the necessary barricades to the contact person listed on the application on the Friday before the party. The barricades must be returned to the place they were delivered to be picked up on the Monday following the party.

RAIN DATE:
The Village will neither monitor the weather nor automatically reschedule a block party, even if such date is noted on the request form. Notify the Village as soon as possible if the block party needs to be rescheduled by calling 630.789.7011, if you are making the call Monday through Friday. Otherwise, contact non-emergency Police at 630.789.7070.

DEFINITIONS:
Block is defined as containing the homes on both side of the same street from the intersection of one cross street to the intersection of the next closest cross street intersection.

Block Party is defined as a public or community party, festival, or activity where a street is closed so that all Hinsdale residents of a block are invited or entitled to participate in the block party.

Private Party is defined as a party or event, where only a select few individuals are invited to participate in the activity, party or festival. The Village of Hinsdale does not support individual, private parties or fund-raisers and will not issue a block party permit nor close a street for a private party.



Village of Hinsdale — Block Party Request

This form must list signatures of residents who represent at least 75% of the addresses within the area requested to be closed. This form must be received by the Village a minimum of 10 days prior to the requested block party date. Return completed form by mail or in person to The Village of Hinsdale, Attn: Block Parties, 19 E. Chicago Ave., by FAX to 630.789.7015 or by email to clerk@villageofhinsdale.org. If you have questions please call 630.789.7011.

Date of Party: _____ Rain Date, if any: _____

Location: Street to be closed: _____

Cross Streets: From: _____ to: _____

Time of Party: _____ (Start Time) to _____ (Finish Time)

Resident Contact Information

Name: _____ Address: _____

Phone: _____ Alternate Phone: _____

Email: _____

We, the undersigned, grant permission to block off the street from traffic as specified above for the purpose of a neighborhood block party. (Please complete a second sheet, if necessary.)

1. Name _____ Home # _____ Phone: _____
2. Name _____ Home # _____ Phone: _____
3. Name _____ Home # _____ Phone: _____
4. Name _____ Home # _____ Phone: _____
5. Name _____ Home # _____ Phone: _____
6. Name _____ Home # _____ Phone: _____
7. Name _____ Home # _____ Phone: _____
8. Name _____ Home # _____ Phone: _____
9. Name _____ Home # _____ Phone: _____
10. Name _____ Home # _____ Phone: _____
11. Name _____ Home # _____ Phone: _____
12. Name _____ Home # _____ Phone: _____

Office Use Only

Date Received: _____ Application complete: _____

Approvals: Vlg. Manager _____ Fire Chief _____ Police Chief _____ Public Services Director _____

Signature required:

I am a Hinsdale resident living within the area requested for closure and I have read, understand and will fully comply with the block party policies and Village Code §7-1-5(B) regarding Street Closings for Recreational Purposes. I understand that an infraction of the Village Ordinance could result in citations and/or the immediate termination of the event and I agree to the following:

1. An approved request may be cancelled at the discretion of the Village Manager or his/her designee for failure to obey the terms of the block party policy, or for public safety reasons;
2. The applicants agree to hold the Village of Hinsdale and its officials, agents and employees harmless for any claim or injury arising out of the use of any public street, sidewalk, or other facility in conjunction with the terms and conditions of this request;
3. The person listed on the application as having authority to control the event must remain at this event and be available by phone until its completion;
4. Village noise regulations shall be adhered to;
5. Street closing barricades must be easily moved in case of an emergency; the use of a vehicle as a barricade is prohibited;
6. An approximate twelve-foot (12') emergency drive aisle shall remain clear at all times;
7. No alcoholic beverages shall be sold at any block party event. Underage drinking is prohibited;
8. The use of illegal fireworks is prohibited; and
9. The block party request is limited to the date and time specified on the request.

_____ _____

Printed name of contact person Signature of contact person

Date: _____

7d

April 7, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading - EPS	ORIGINATING DEPARTMENT Public Services
ITEM Custodial Services Contract #1553 – Year 2 Renewal	APPROVED George Peluso

In the proposed Fiscal Year 2015-2016 budget there is a total of $64,688 to fund custodial services for the Village Hall, Police Department, Public Services, Water Plant, Brush Hill and Highland Station buildings. These services went out to bid last fiscal year, and we are recommending that the Village consider renewing the contract with All Cleaners, Inc, for a second year per the original contract terms. All Cleaners, Inc. has performed satisfactory work and met the Village's expectations.

Public Services staff is recommending that the Village Board of Trustees approve the year two option of contract #1553 for custodial services to All Cleaners, Inc. in the amount not to exceed $64,392.

MOTION: **To award year two of Contract #1553 for custodial services to All Cleaners in the amount not to exceed $64,392**

Approval	Approval	Approval	Approval	Manager's Approval

COMMITTEE ACTION:

BOARD ACTION:

CONTRACT BETWEEN

VILLAGE OF HINSDALE

AND

ALL CLEANERS, INCORPORATED

FOR

CUSTODIAL SERVICES

BID NO. 1553

CONTRACT BETWEEN

VILLAGE OF HINSDALE

AND

ALL CLEANERS, INCORPORATED

FOR

CUSTODIAL SERVICES

BID NO. 1553

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ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT B – Specifications/Special Provisions

ATTACHMENT C - List of Drawings

ATTACHMENT D - Special Project Requirements

CONTRACT BETWEEN

VILLAGE OF HINSDALE

AND

ALL CLEANERS, INCORPORATED

FOR

CUSTODIAL SERVICES

BID NO. 1553

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 ("Contractor"), make this Contract as of the 19th day of March _____, 2014, and hereby agree as follows:

ARTICLE I
THE WORK

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, both as defined in Attachment A, in accordance with the specifications attached hereto as Attachment B, the drawings identified in the list attached hereto as Attachment C, and the Special Project Requirements attached hereto as Attachment D.

2. Permits. Except as otherwise provided in Attachment A, 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 commence the Work not later than the "Commencement Date" set forth on Attachment A and 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 not later than the "Completion Date" set forth in Attachment A. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

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, and the drawings identified in Attachment C, all of which are by this reference incorporated into and made a part of this Contract. 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.

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.

Before Final Acceptance of the Work, Contractor shall submit to Owner two sets of Drawings of Record, unless a greater number is specified elsewhere in this Contract, indicating al field deviations from Attachment B or the drawings identified in Attachment C.

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 or such longer period as may be prescribed in Attachment B or Attachment D to this Contract or by law. 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 B or Attachment D 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. 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 expiration of 30 days after written notice thereof shall have been given by the insurance

company 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 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 Attachment A, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in Attachment A (the "Contract Price"), 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 ("Progress Payments").

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.

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.

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, computed on the basis of the "Per Diem Administrative Charge" set forth in Attachment A, 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.

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 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, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, IL 60606-2903

Mr. Lance Malina 312.984.6439

Notices and communications to Contractor shall be addressed to, and delivered at, the following address: All Cleaners, Incorporated
632 Executive Dr.
Willowbrook, IL 60527
Attn: Won Hi Yang

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 National Security/Patriot Act, 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 Clerk

VILLAGE OF HINSDALE

By: _____

Kathleen Gargano
Village Manager

Attest/Witness:

By: _____

Title: V.P

Successful Bidder

By: _____

Title: PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

_____, being first duly sworn on oath, deposes
[CONTRACTOR'S EXECUTING OFFICER]
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 19th day of March, 2014

Attest/Witness:

By: Hye Kim

Title: V.P

Successful Bidder

By: Won Ho Jang

Title: President

Subscribed and Sworn to
before me this 19th day
of March, 2014

Hye Kim
Notary Public

My Commission Expires: _____

[SEAL]

OFFICIAL SEAL
HYE KIM
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/30/15

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

1. **Project**:

CUSTODIAL SERVICES in numerous Village buildings

2. **Work Sites**:

Village Hall/	
Memorial Building	19 East Chicago Avenue
Water Treatment Plant	221 Symonds Drive
Public Works Garage	225 Symonds Drive
Police Department	121 Symonds Drive
Brush Hill Depot	Ticket Office and Waiting Room, 25 East Hinsdale Avenue
Highlands Station	County Line Road

3. **Permits, Licenses, Approvals, and Authorizations**:

Contractor shall obtain all required governmental permits, licenses, approvals, and authorizations, except:

☐ **[IDENTIFY PERMITS, LICENSES, AND APPROVALS OBTAINED, OR TO BE OBTAINED, BY OWNER]**

_____

_____

_____

_____

☒ No Exceptions

4. **Commencement Date**:

☐ the date of execution of the Contract by Owner

☐ 14 days following execution of the Contract by Owner

☒ April 1, 2014

5. **Completion Date**:

☐ _____ days following the Commencement Date plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

☒ March 31, 2015 plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract

6. **Insurance Coverages**:

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

$ 500,000 injury-per occurrence

$ 500,000 disease-per employee

$ 500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than $ 500,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

(1) General Aggregate: $ 2,000,000

(2) Bodily Injury:

$ 1,000,000 per person

$ 1,000,000 per occurrence

(3) Property Damage:

$ 1,000,000 per occurrence, and

$ 2,000,000 aggregate.

(4) Other Coverages: _____

Coverages shall include:

- Premises/Operations
- Products/Completed Operations (to be maintained for two years following Final Payment)
- Independent Contractors
- Personal Injury (with Employment Exclusion deleted)
- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- Bodily Injury and Property Damage

"X", "C", and "U" exclusions shall be deleted.

Railroad exclusions shall be deleted if Work Site is within 50 feet of any railroad track.

All employees shall be included as insured.

☐ D. Builders Risk Insurance. This insurance shall be written in completed value form, shall protect Contractor and Owner against "all risks" of direct physical loss to buildings, structures, equipment, and materials to be used in providing, performing, and completing the Work, including without limitation fire extended coverage, vandalism and malicious mischief, sprinkler leakage, flood, earth movement and collapse, and shall be designed for the circumstances that may affect the Work.

This insurance shall be written with limits not less than the insurable value of the Work at completion. The insurable value shall include the aggregate value of Owner-furnished equipment and materials to be constructed or installed by Contractor.

This insurance shall include coverage while equipment or materials are in warehouses, during installation, during testing, and after the Work is completed, but prior to Final Payment. This insurance shall include coverage while Owner is occupying all or any part of the Work prior to Final Payment without the need for the insurance company's consent.

☒ E. Owner's and Contractor's Protective Liability Insurance. Contractor, at its sole cost and expense, shall purchase this Insurance in the name of Owner with a combined single limit for bodily injury and property damage of not less than $ 2,000,000.00 .

F. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

☐ G. Deductible. Each policy shall have a deductible or self-insured retention of not more than $_____.

☒ H. Owner as Additional Insured. Owner shall be named as an Additional Insured on the following policies:

Comprehensive Motor Vehicle Liability, Commercial General Liability, and any applicable Umbrella Policy.

The Additional Insured endorsement shall identify Owner as follows:

The Village of Hinsdale and its boards, commissions, committees, authorities, employees, agencies, officers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

☐ I. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured	Policy or Policies
_____	_____
_____	_____
_____	_____

7. **Contract Price**:

SCHEDULE OF PRICES

☒ A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of:

one hundred twnty eight thousand eighty four Dollars and zero Cents
(in writing) (in writing)

$ 128,784.00
(in figures)

CUSTODIAL SERVICES COMPLETE

(12 MONTHS) CONTRACT 1A

April 1, 2014 – March 31, 2015

CONTRACT DESCRIPTION	*MONTHLY $ IN WORDS*	$ / MONTH	$ / YEAR
VILLAGE HALL/ MEMORIAL BLDG 20,170.87 square feet	Thirteen hundred fifty one dollars	$1,351.00	$16,212.00
POLICE DEPARTMENT 8,758.25 square feet	Fifteen hundred thirty dollars	$1,530.00	$18,360.00
WATER PLANT 6,018 square feet	Five hundred forty dollars	$540.00	$6,480.00
PUBLIC WORKS 18,904 square feet	Thirteen hundred forty five dollars	$1,345.00	$16,140.00
BRUSH HILL STATION 838 square feet	Three hundred fifteen dollars	$315.00	$3,780.00
HIGHLAND STATION 253 square feet	Two hundred eighty five dollars	$285.00	$3,420.00
TOTAL COST FOR ONE YEAR **April 1, 2014 – March 31, 2015**	**Fifty three hundred sixty six dollars**	**$5,366.00**	**$64,392.00**

CUSTODIAL SERVICES COMPLETE

(12 MONTHS) CONTRACT 2B

April 1, 2015 – March 31, 2016

CONTRACT DESCRIPTION	*MONTHLY $ IN WORDS*	$ / MONTH	$ / YEAR
VILLAGE HALL/ MEMORIAL BLDG 20,170.87 square feet	Thirteen hundred fifty one dollars	$1,351.00	$16,212.00
POLICE DEPARTMENT 8,758.25 square feet	Fifteen hundred thirty dollars	$1,530.00	$18,360.00
WATER PLANT 6,018 square feet	Five hundred forty dollars	$540.00	$6,480.00
PUBLIC WORKS 18,904 square feet	Thirteen hundred forty five dollars	$1,345.00	$16,140.00
BRUSH HILL STATION 838 square feet	Three hundred fifteen dollars	$315.00	$3,780.00
HIGHLAND STATION 253 square feet	Two hundred eighty five dollars	$285.00	$3,420.00
TOTAL COST FOR ONE YEAR **April 1, 2015 – March 31, 2016**	**Fifty three hundred sixty six dollars**	**$5,366.00**	**$64,392.00**

GRAND TOTAL for TWO YEARS (ITEMS 1A + 2B) **April 1, 2014 – March 31, 2016**	**$128,784.00**

☐ B. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

Unit Price Item	Unit	Approximate Number of Units	Price Per Unit	Extension
1			$_____	$_____
2			$_____	$_____
3			$_____	$_____

TOTAL CONTRACT PRICE:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

☐ C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

(1) For providing, performing, and completing all Work related to ***[DESCRIBE LUMP SUM WORK]***, the total sum of:

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

(2) For providing, performing, and completing all Work related to ***[DESCRIBE UNIT PRICE WORK]***, the sum of the products resulting

from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

COMPLETE TABLE AS INDICATED

	Unit Price Item	Unit	Approximate Number of Units	Price Per Unit	Extension
1				$_____	$_____
2				$_____	$_____
3				$_____	$_____

TOTAL CONTRACT PRICE (the sum of (1) plus the extension of (2)):

_____ Dollars and _____ Cents
(in writing) (in writing)

_____ Dollars and _____ Cents
(in figures) (in figures)

8. **Progress Payments**:

A. General. Owner shall pay to Contractor 90 percent of the Value of Work, determined in the manner set forth below, installed and complete in place up to the day before the Pay Request, less the aggregate of all previous Progress Payments. The total amount of Progress Payments made prior to Final Acceptance by Owner shall not exceed 90 percent of the Contract Price.

B. Value of Work. The Value of the Work shall be determined as follows:

(1) Lump Sum Items. For all Work to be paid on a lump sum basis, Contractor shall, not later than 10 days after execution of the Contract and before submitting its first Pay Request, submit to Owner a schedule showing the value of each component part of such Work in form and with substantiating data acceptable to Owner ("Breakdown Schedule"). The sum of the items listed in the Breakdown Schedule shall equal the amount or amounts set forth in the Schedule of Prices for Lump Sum Work. An unbalanced Breakdown Schedule providing for overpayment of Contractor on component parts of the Work to be performed first will not be accepted.

The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for any lump sum item until Contractor has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Work. If Contractor fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Lump Sum Work or to make such Payments based on Owner's determination of the value of the Work completed.

(2) Unit Price Items. For all Work to be paid on a unit price basis, the value of such Work shall be determined by Owner on the basis of the actual number of acceptable units of Unit Price Items installed and complete in place, multiplied by the applicable Unit Price set forth in the Schedule of Prices. The actual number of acceptable units installed and complete in place shall be measured on the basis described in Attachment B to the Contract or, in the absence of such description, on the basis determined by Owner. The number of units of Unit Price Items stated in the Schedule of Prices are Owner's estimate only and shall not be used in establishing the Progress or Final Payments due Contractor. The Contract Price shall be adjusted to reflect the actual number of acceptable units of Unit Price Items installed and complete in place upon Final Acceptance.

C. Application of Payments. All Progress and Final Payments made by Owner to Contractor shall be applied to the payment or reimbursement of the costs with respect to which they were paid and shall not be applied to or used for any pre-existing or unrelated debt between Contractor and Owner or between Contractor and any third party.

9. **Per Diem Administrative Charge**:

☐ _____ dollars ($_____)

☒ No Charge

ATTACHMENT B

SPECIFICATIONS

CUSTODIAL SERVICES SPECIAL PROVISIONS

SP – 1 *SCOPE OF WORK*

The Village of Hinsdale intends to award one contract for the custodial cleaning services for the following locations:

Hinsdale Village Hall/Memorial Building
19 East Chicago Avenue ***phone: 630-789-7030***
Hinsdale, IL 60521 ***fax: 630-789-7016***

Hinsdale Water Treatment Plant
221 Symonds Drive ***phone: 630-789-7051***
Hinsdale, IL 60521 ***fax: 630-789-7056***

Hinsdale Public Works Department
225 Symonds Drive ***phone: 630-789-7041***
Hinsdale, IL 60521 ***fax: 630-789-7046***

Hinsdale Police Building
121 Symonds Drive ***phone: 630-789-7070***
Hinsdale, IL 60521 ***fax: 630-789-7079***

Brush Hill Depot
Ticket Office and Waiting Room ***phone: 630-323-0292***
25 East Hinsdale Avenue ***no fax***
Hinsdale, IL 60521

Highlands Station
County Line Road *no phone*
Hinsdale, IL 60521 *no fax*

SP – 2 TECHNICAL SPECIFICATIONS

The contractor must provide evening services five times each week, Monday through Friday, for all locations except the Police Building, Fire Building, and Public Works, which shall have service Monday through Saturday evenings. The contractor must also provide the following services:

A. Furnish a working supervisor who oversees the day-to-day cleaning; and working phone numbers to field staff for quick response.

B. Provide labor and management, which generates continuous services regardless of employee vacations, sickness, or accident.

C. Furnish enough staff so workers are not moving around to other buildings.

The contractor shall arrange to work the following weekday hours. The contractor may be required to submit time sheets or cards of daily activities.

BUILDING	HOURS
Village Hall/Memorial Building (20,170.87 square feet)	8 hours (night)
Water Treatment Plant (6,018 square feet)	2 hours (day) + 8 hours floor work every 6 mos
Public Works Garage (18,904 square feet)	5 hours (day)
Police Department (8,58.25 square feet)	8 hours -- 4 hours (day) and 4 hours (night)
Brush Hill Depot (838 square feet)	4 hours (night) or 2 hours (day) plus 2 hours (night)

Highlands Station (253 square feet)	1 hour (day or night)

The contractor shall provide housekeeping services at the Hinsdale Police Department on Saturdays for 3 (three) hours. This shall be for housekeeping and floor buffing and waxing. Also, at this time the auto garage floor shall be swept and washed at the Police Department.

SP - 3 DURATION OF CONTRACTS

These contracts will extend for** two years **from** April 1, 2014 to March 31, 2016. **The Village reserves the right to award for one year only or to terminate the contract after one year, that is, until March 31, 2015. The prices bid shall be firm throughout the contract duration.

SP - 4 SUPPLIES

The contractor shall provide all supplies except those listed below as being furnished by the Village. The Village will not provide any supplies at either train station.

A. Supplies furnished by the Village

1. Paper goods and liners:

a) Towels for Washrooms – provided for restock only (not cleaning)
b) Toilet Tissue
c) Roll Towels
d) Plastic Liners (where needed)

2. Hand Soaps:

a) Lava bar soap and white bar soap
b) Grit dispenser soap for auto shop and Public Works and Water Plant
c) Liquid hand soap

B. Supplies to be furnished by the contractor include, but are not limited to the following:

a) Floor finishes
b) Wax removers
c) All purpose detergent
d) Germicidal detergent
e) Carpet shampoo
f) Carpet spotter
g) Glass cleaner
h) Bowl cleaner
i) Wood cleaner
j) Kitchen cleaner
k) Cloth towels
l) Bathroom cleaner
m) Oil dry
n) Floor cleaner
o) Ice melt residue cleaner for floors
p) Tile floor and grout cleaner
q) Air-sanitizer
r) Stainless steel cleanser / polish
s) Shower scum / soap remover
t) Tile floor and grout sealer
u) Vinyl floor wax and striper

SP - 5 **EQUIPMENT**

The equipment shall provide all equipment used in the performance of both contracts. This equipment includes, but is not limited to, the following:

A. Floor machine and accessories

B. Commercial vacuum and accessories
C. Commercial canister vacuum and accessories

D. Maids or trash carts

E. Mop buckets, bucket trucks, wringers

F. All other necessary equipment

G. All equipment must be equipped with rubber protector guards and/or be made of a non-marking material.

SP - 6 It shall be the contractor's responsibility to see that all of his or her staff members exact care when cleaning as not to damage any of the office furniture. If repairs are needed it shall be billed to the contractor.

SP - 7 **A general walk through inspection is February 27th, 2014. The walk through inspection will take place at 9:30 A.M. sharp. PLEASE BE ON TIME. Meet in the Memorial Building at the lower level in the Building Department.**

SP-8 BIDS WILL ONLY BE ACCEPTED BY CONTRACTORS ATTENDING THIS WALK THROUGH!

THE CONTRACTOR MUST POST AND PROVIDE THE VILLAGE WITH M.S.D. AND OR RIGHT TO KNOW DATA SHEETS ON ALL CHEMICALS USED.

SP – 9 SCHEDULE OF CLEANING SERVICES (see attached pages)

ATTACHMENT A

SCHEDULE OF CLEANING SERVICES

LOCATION

VILLAGE HALL/MEMORIAL BLDG

19 East Chicago Avenue

Hinsdale, Illinois

LEGEND

X Once During Period

XX Twice During Period

XXX Three Times During Period

No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd
1	Empty & reline waste basket	X					
2	Clean ash trays - outside	X					
3	Spot clean entrance doors & floors	X					
4	Remove fingerprints from desks, counters, etc.	X					
5	Dust furniture, ledges, cabinets, etc.	X					
6	Clean & sanitize drinking fountains	X					
7	Clean & service ash urns	X					
8	Wash & clean cafeteria tables, chairs, containers	X					
9	Clean & wash blackboards	X					
10	Air sanitize offices, rooms, lounges	X					
11	Place trash in disposal company pickup area	X					
12	Leave all client papers undisturbed	X					
13	Clean air vents			X			
14	Empty all recycling paper, plastic, aluminum and cardboard from various containers throughout the building. Material must be broken down and put into containers in the lower level basement trash room.	X					

ATTACHMENT A

WASHROOMS

14	Empty containers & disposal, insert liners	X					
15	Clean & sanitize all vitreous fixtures, & exterior of all containers	X					
16	Clean & polish chrome fittings, mirrors, dispensers, & receptacles	X					
17	Spot wipe & sanitize partitions, counters, & walls near basins & urinals	X					
18	Wet mop & disinfect floors with germicidal solution EPS certified @ 1 oz./gal	X					
19	Acid disinfect toilet bowls & urinals to prevent lime & water rings	X					
20	Wash & sanitize all walls			X			
21	Fill all dispensers to limits, check proper operation (Village to furnish supplies)	X					
22	Machine scrub and sanitize tile floors				X		

CARPETING AND MATS

No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
23	Vacuum carpeting	X					
24	Vacuum entrance mats	X					
25	Spot clean spills, oil, tar spots		X				
26	Machine shampoo w/6% max. foam moisture & hot water extraction					XX	

TILE, TERRAZZO FLOORS, CERAMIC FLOORS, STAIRWELLS, TERRAZZO STEPS & SIDE PANEL

27	Sweep or dust mop floors	X					
28	Damp clean with all purpose cleaner	X					
29	Sweep, damp clean, disinfect cafeteria	X					
30	Machine polish floors		XXX				
31	Machine scrub to remove black marks, heel scuffs, traffic soil. Apply high gloss finish				X		
32	Machine strip to remove wax buildup and apply multiple coats of high gloss finish				X		

33	Sweep, damp clean attic		X				

WINDOWS AND GLASS

34	Spot clean and polish entrance door glass	X					
35	Clean & polish interior office window & door glass	X					

OUTSIDE BUILDING

36	Sweep & pickup debris out & around entrance & exits	X					

ELEVATOR

37	Clean & polish interior and floor tracks, strip wax & buff floor			X			

ATTACHMENT A

SCHEDULE OF CLEANING SERVICES

LOCATION

HINSDALE WATER TREATMENT PLANT
221 Symonds Drive
Hinsdale, Illinois

LEGEND

X Once During Period
XX Twice During Period
XXX Three Time During Period

No. General	Activity	Week Day	Week	Month	Qtr	Annual	As. Reqd.
1	Empty & reline waste basket	X					
2	Spot clean entrance doors & floors	X					
3	Dust furniture, ledges, cabinets, etc.	X					
4	Clean & sanitize drinking fountains	X					
5	Wash & clean cafeteria tables, chairs, containers	X					
6	Air sanitize offices, rooms, lounges	X					
7	Place trash in disposal company pickup area	X					
8	Leave all client papers undisturbed	X					

WASHROOMS

9	Empty containers & disposal, insert liners	X					
10	Clean & sanitize all vitreous fixtures	X					
11	Spot wipe & sanitize partitions, counters, & walls near basins & urinals	X					
12	Wet mop & sanitize partitions, counters, & walls near basins & urinals	X					
13	Acid disinfect toilet bowls & urinals to prevent lime & water rings	X					
14	Fill all dispensers to limits, check proper operation (Village to furnish supplies)	X					
15	Wash & sanitize all walls & shower stalls			X			

ATTACHMENT A

CARPETING AND MATS

No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
20	Vacuum runners	X					
21	Machine shampoo w/6% max. foam moisture & hot water extraction					XX	
22	Vacuum office carpet	X					

TILE, TERRAZZO FLOORS, CERAMIC FLOORS & STAIRWELLS

23	Sweep or dust mop floors	X					
24	Damp clean with all purpose cleaner	X					
25	Sweep, damp clean, disinfect cafeteria	X					
26	Machine polish floors			XXX			
27	Machine strip to remove wax buildup and apply multiple coats of high gloss finish				X		

WINDOWS AND GLASS

No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
28	Spot clean and polish entrance door glass	X					
29	Clean & polish interior office window & equipment room windows			X			

OUTSIDE BUILDING

30	Sweep & pickup debris out & around entrance & exits	X					

ATTACHMENT A

SCHEDULE OF CLEANING SERVICES

LOCATION

HINSDALE PUBLIC WORKS GARAGE
225 Symonds Drive
Hinsdale, Illinois

LEGEND

X Once During Period
XX Twice During Period
XXX Three Times During Period

No. General	Activity Upper and Lower Floors	Week Day	Week	Month	Qtr.	Annual	As Reqd.
1	Light sweeping where needed	X					
2	Check, sweep up any amounts of dirt	X					
3	Clean stairs	X					
4	Remove oil	X					
5	Clean interior and exterior glass	X					
6	Sweep, remove heavy dirt	X					
HINSDALE PUBLIC WORKS GARAGE **(CONTINUED)**							
7	Power sweep floor		X				
8	Wash floor with hose		X				
9	Clean out interior floor drains			X			
10	Clean out exterior floor drains			X			
11	Clean garage doors and glass windows		X				
12	Clean windows screens and green shades					X	
OFFICES							
13	Empty trash	X					
14	Dusting	X					
15	Sweep and wet mop tile floors	X					
16	Clean glass, garage cans, doors		X				
17	Intensive dusting		X				
18	Dust ceiling and walls			X			

19	Spot wash walls			X			
20	Strip & wax tile floors BUFF ONLY *		*X		X		

SCHEDULE OF CLEANING SERVICES

LOCATION

HINSDALE PUBLIC WORKS GARAGE

225 Symonds Drive (CONTINUED)

Hinsdale, Illinois

LEGEND

X Once During Period

XX Twice During Period

XXX Three Times During Period

LUNCHROOM AND LOCKER ROOM

Note: THE FOLLOWING FOUR ACTIVITIES TO BE PERFORMED AFTER 9:00 A.M. BREAK – AFTER 12: P.M. LUNCH BREAK

21	Wipe clean ash trays, tables, window ledges, sink, counter top	XX					
22	Remove garbage from garbage cans, ash trays, table tops, floor	XX					
23	Sweep, mop and disinfect floor	XX					
24	Refill supplies of towels and soap	XX					
25	Dust all ledges, corners, and ceiling		X				
26	Clean glass doors, windows in and out		X				
27	Buff floor to a shine		X				
28	Wash and disinfect garbage can			X			
29	Spot wash walls			X			
30	Strip and wax tile floors				X		
31	Clean air vents, light fixtures				X		

UPSTAIRS AND DOWNSTAIRS WASHROOMS

THE FOLLOWING FOUR ACTIVITIES TO BE PERFORMED

AFTER 9:00 A.M. – AFTER 12:00 P.M. LUNCH BREAK – AFTER 3:30 P.M.

No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
32	Wash, clean & disinfect urinals, toilets, and partitions (sanitize shower stall*) sinks	XXX				*X	

33	Wipe clean waste containers, window ledges, and benches	XXX					
34	Sweep, mop and disinfect floors	XXX					
35	Refill supplies and towels, tissues, soap	XXX					
UPSTAIRS AND DOWNSTAIRS WASHROOMS (CONTINUED)							
36	Clean tops of lockers, window ledges, corners, remove cobwebs from ceiling		X				
37	Buff floor to a shine			X			
38	Spot wash walls			X			
39	Strip and wax tile floors				X		
40	Clean air vents, light fixtures				X		

UPPER, LOWER, FLOORS AND MEZZANINE

41	Wipe clean drinking fountain, front desk, outside stairs, ledges, doors, remove oil	X					
42	Sweep floors in front of lunchroom & washroom, stairways, all major walking routes	X					
43	Clean interior/exterior glass	X					
44	Clean interior/exterior office doors	X					
45	Sweep floor with power sweeper		X				
46	Clean garage doors and glass windows		X				
47	Clean window screens & green shades			X			
48	Wash garage floor & stairway with hose squeegee dry			XX			
49	All interior/exterior high/low windows shall be cleaned					X	

AUTO SHOP AND BATHROOM

50	Wipe, clean ashtrays, tables, window ledges, sink counter top	X					
51	Remove garbage from garbage cans, ash trays, table tops, floor	X					
52	Sweep, mop and disinfect floors	X					
53	Refill supplies of towels and soap	X					
54	Dust all ledges, corners and ceiling	X					
55	Clean glass, all doors and glass windows	X					

56	Clean garage doors and glass windows		X				
57	Move equipment off wall and sweep and powerwash floor			X			
AUTO SHOP AND BATHROOM							
58	Buff office floor to shine		X				
59	Strip and wax tile floors			X			
60	Wash and disinfect garbage cans			X			
61	Spot wash walls			X			
62	Clean air vents and light fixtures			X			
63	Wash, clean and disinfect urinals, toilet, sink, floor and walls		X				

ATTACHMENT A

SCHEDULE OF CLEANING SERVICES

LOCATION

HINSDALE POLICE DEPARTMENT
121 Symonds Drive
Hinsdale, Illinois

LEGEND

X Once During Period
XX Twice During Period
XXX Three Times During Period

No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
1	Empty & reline waste basket	X					
3	Spot clean entrance doors & floors	X					
4	Remove fingerprints from desks, counters, etc.	X					
5	Dust furniture, ledges, cabinets, etc.	X					
6	Clean & sanitize drinking fountains	X					
7	Empty, clean & service ash urns	X					
8	Wash & clean cafeteria tables, chairs, containers	XX					
9	Clean & deodorize refrigerator in lunchroom			X			
10	Clean fronts and inside of cabinets in lunchroom			X			
11	Clean & wash blackboards						X
12	Air sanitize offices, rooms, lounges	X					
13	Place trash in disposal company pickup area	XX					
14	Vacuum and deodorize quiet room		X				
15	Leave all client papers undisturbed	X					
16	Spot wash walls			X			
17	Remove dirt and mop marks on baseboards			X			
18	Clean air vents			X			

WASHROOMS

19	Empty containers & disposal, insert liners	XX					

20	Clean & sanitize all vitreous fixtures, & exterior of all containers	XX					
21	Clean & polish chrome fittings, mirrors, dispensers, & receptacles	XX					
22	Wash, clean and disinfect urinals, toilet, sink, floor and walls	XX					
23	Wet mop & disinfect floors with germicidal solution EPS certified @ 1oz./gal.	XX					
24	Acid disinfect toilet bowls & urinals to prevent lime & water rings	XX					
25	Fill all dispensers to limits, check proper operation (Village to furnish supplies)	X					
26	Scrub and sanitize entire shower stalls in locker rooms		XXX				
27	Sanitize cell blocks & locker rooms	X					

SCHEDULE OF CLEANING SERVICES

LOCATION

HINSDALE POLICE DEPARTMENT

121 Symonds Drive (CONTINUED)

Hinsdale, Illinois

LEGEND

X Once During Period

XX Twice During Period

XXX Three Times During Period

CARPETING AND MATS

No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
28	Vacuum carpeting w/upright, two motor system	X					
29	Vacuum entrance mats	X					
30	Spot clean spills, oil, tar spots	X					
31	Machine shampoo w/6% max. foam moisture & hot water extraction						X

TILE, TERRAZZO FLOORS, CERAMIC FLOORS & STAIRWELLS

32	Sweep or dust mop floors	X					
33	Damp clean with all purpose cleaner	X					
34	Sweep, damp clean, disinfect cafeteria	X					
35	Machine polish floors		XXX				

36	Machine scrub to remove black marks, heel scuffs, traffic soil. Apply high gloss finish.						X
37	Machine strip to remove wax buildup and apply multiple coats of high gloss finish or sealer						X
38	Sweep, damp clean attic	X					
39	Sweep or wash floor in auto parking garage and west storage room	X					

WINDOWS AND GLASS

40	Spot clean and polish entrance door glass	X					
41	Clean & polish interior office window & door glass	X					

OUTSIDE BUILDING

42	Sweep & pickup debris out & around entrance & exits	X					

ELEVATOR

43	Clean & polish interior & floor tracks. Shampoo carpet			X			

ATTACHMENT A

SCHEDULE OF CLEANING SERVICES

LOCATION

BRUSH HILL (HINSDALE) COMMUTER STATION
25 East Hinsdale
Hinsdale, Illinois

LEGEND

X Once During Period
XX Twice During Period
XXX Three Times During Period

No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
1	Dust all furniture, cabinets, ledges	X					
2	Remove fingerprints from furniture, counters, and cabinets	X					
3	Empty and clean waste baskets, ash trays	X					
4	Remove trash & waste from building and place in outside container	X					
5	Leave all client papers undisturbed						X
6	Furnish all paper supplies, cleaning supplies, & equipment						X
7	Clean & refurbish natural wood surfaces with a wood preservative, polish brass kick plates				X		

WASHROOMS

8	Clean & sanitize all vitreous fixtures	X					
9	Disinfect toilet bowl & urinals, prevent lime	X					

	& water rings						
10	Clean & polish all chrome fixtures & mirrors	X					
11	Damp wipe & sanitize partitions, counters & walls near basin area	X					
12	Empty & wash sanitary containers	X					
13	Fill all dispensers to limit	X					

FLOORS AND WALLS

14	Sweep and pickup debris	X					
FLOORS AND WALLS **(CONTINUED)**							
15	Damp clean with a germicidal solution	X					
16	Machine or hand scrub & buff to gloss open areas, apply Taski Wiwax as per Village specs. *Buff only			*X	X		

WINDOWS

17	Clean interior & exterior windows			X			
18	Clean 13 glass panels also top sections			X			
19	Clean door glass	X					

OUTSIDE BULLETIN BOARD (CENTER BREEZEWAY, EAST, WEST, & NORTH SIDES)

20	Clean all exterior metal frames		X				
21	Clean glass inside & out, key will be provided		X				

OUTSIDE BUILDING

22	Pick up debris around building	X					
23	Sweep stoops outside doors	X					

ATTACHMENT A

SCHEDULE OF CLEANING SERVICES

LOCATION

HIGHLANDS STATION
25 East Hinsdale
Hinsdale, Illinois

LEGEND

X Once During Period
XX Twice During Period
XXX Three Times During Period

No. General	Activity	Week Day	Week	Month	Qtr.	Annual	As Reqd.
1	Dust all furniture, cabinets, ledges	X					
2	Remove fingerprints from furniture, counters	X					
3	Empty & clean waste baskets, ash trays	X					
4	Remove trash & waste from building & place in outside container	X					
5	Furnish all paper						X
6	Clean & refurbish natural wood surfaces with a hardwood preservative				X		

FLOORS AND WALLS

7	Sweep and pickup debris	X					
8	Damp clean with germicidal solution	X					
9	Machine scrub tile				X		

ATTACHMENT A

10	Wash walls, ceiling, and doors						X

WINDOWS

11	Clean interior and exterior of all windows		X				
12	Clean glass in entrance door	X					

OUTSIDE BUILDING TILE

13	Sweep stairs east of building	X					
14	Pick up debris around building	X					

ATTACHMENT C

LIST OF DRAWINGS

NONE

ATTACHMENT D

SPECIAL PROJECT REQUIREMENTS

NONE

APPENDIX 1

PREVAILING WAGE ORDINANCE

This is a maintenance contract which does not require prevailing wage standards

Appendix 2

NATIONAL SECURITY/USA PATRIOT ACT

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, CONTRACTOR represents and warrants to the Village of Hinsdale 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. CONTRACTOR further represents and warrants to the Village of Hinsdale that CONTRACTOR 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 Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. CONTRACTOR hereby agrees to defend, indemnify and hold harmless the Village of Hinsdale, its Corporate Authorities, and all Village of Hinsdale elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

CONTRACTOR further represents and warrants it is not 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 that CONTRACTOR is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the Village of Hinsdale, its Corporate Authorities, and all Village of Hinsdale elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

ALL CLEANERS, INC.
CONTRACTOR

3/19/14
Date

7e

April 7, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading - EPS	ORIGINATING DEPARTMENT Public Services
ITEM Renew Mosquito Abatement Contract with Clarke Environmental Mosquito Management, Inc.	**APPROVED** George Peluso

In the proposed Fiscal Year 2015-2016 budget there is a total of $55,496 in the Public Services Department budget line item 2201-7303 for mosquito abatement services through Clarke Environmental Mosquito Management, Inc.

In May of 2014, the Village entered into a three year contract with Clarke Environmental Mosquito Management, Inc. As part of this contract, the Village receives five separate levels of service. Some of the services provided are general service, surveillance and monitoring, larval control, and adult control. Highlights of these services include public relations and educational brochures, access to the mosquito hotline, operation of mosquito traps to monitor and evaluate adult mosquito activity, larval monitoring at 24 various sites throughout the Village, inspections of sites called in by residents, and 1,705 catch basin and inlet treatments.

The Village has utilized the services of Clarke Environmental Mosquito Management Inc. in the past and determined their services to be satisfactory and to the Village standard. Therefore, the Public Services Department is recommending that the Village Board consider the approval of year 2 of the mosquito abatement contract with Clarke Environmental Mosquito Management, Inc. in an amount not to exceed $55,496.

MOTION: **To award year two of signed contract for Mosquito Abatement to Clarke Environmental Mosquito Management, Inc. in an amount not to exceed $55,496.**

Approval	Approval	Approval	Approval	Manager's Approval

COMMITTEE ACTION:

BOARD ACTION:

1100 E. Irving Park Rd., 8th Floor
Roselle, Illinois 60172
630.894.1771
www.clarke.com

February 9, 2015

Mr. George Peluso
Director of Public Services
Village of Hinsdale
225 Symonds Drive
Hinsdale, IL 60521

Dear George,

We appreciate the opportunity to provide mosquito control services for the Village of Hinsdale and look forward to continuing our partnership for 2015.

Clarke Environmental Mosquito Management, Inc. (Clarke) hereby confirms the professional services agreement with the Village of Hinsdale for the 2015 season.

Beginning in 2014, the Village of Hinsdale implemented Clarke's EarthRight™ Program. EarthRight™ signals a groundbreaking municipal public health service by using only products made from naturally-derived active ingredients – along with inventive and earth-friendly application methods including bicycles and all-electric sprayers. In accordance with the terms and conditions outlined in our agreement, the 2015 Village of Hinsdale Mosquito Management program cost will be held at the 2014 rate of $55,496.00.

If you have questions regarding any aspect of your agreement, NPDES or services, please feel free to contact me at 847-421-9117.

Sincerely,

Emily Glasberg

C. Prescription Larval Control will be performed with Natular™ mosquito larvicide as described in the following sections.
   1. Larval Control: The program provides for 51 acres of single brood or 30 day residual product with backpack or hand equipment.
   2. Larval Control: Stocking of 1,000 mosquito fish (*Gambusia affinis*) for biological control.
   3. Catch Basins: One treatment of up to 1,705 catch basins, inlets and manholes using an extended residual slow release insecticide (Natular™) for up to 180 day control.
   4. Catch Basins: One treatment (Booster) of up to 1,705 catch basins, inlets and manholes using an extended residual slow release insecticide (Natular™ T30) for late season control.

Part IV. Adult Control

A. Adulticiding in mosquito harborage areas:
   1. As authorized by the Village of Hinsdale, scheduled truck Ultra Low Volume (ULV) treatments using Merus™ a botanical insecticide (pyrethrin) for any community special events will be charged at $385.00.

B. Adulticiding in Residential Areas:
   1. As authorized by the Village of Hinsdale, community-wide truck ULV treatments of up to 74.7 miles of streets using Merus™ a botanical insecticide (pyrethrin). Any authorized applications will be priced at $5,976.00 per treatment.

C. Adulticiding Operational Procedures
   1. Notification of community contact.
   2. Weather limit monitoring and compliance.
   3. Notification of residents on Clarke Call Notification List.
   4. ULV particle size evaluation.
   5. Insecticide dosage and quality control analysis.

2014-16 EarthRight™ Payment Total Price for Parts I, II, III, IV** **$55,496.00**

**<u>NPDES Permit:</u> A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.

EarthRight™

Clarke Environmental Mosquito Management, Inc.,
Professional Services Outline for 2014-2016
Village of Hinsdale
EarthRight™ Program

Part I. General Service

A. Aerial Survey and Geographic Information System (GIS) Mapping
B. Computer System and Record Keeping Database
C. Public Relations and Educational Brochures
D. Mosquito Hotline Citizen Response – (800) 942-2555
E. Comprehensive Insurance Coverage naming the Village of Hinsdale additionally insured
F. Program Consulting and Quality Control Staff
G. Monthly Operational Reports, Periodic Advisories, and Annual Report
H. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods.

B. Arbovirus Surveillance:
1. Gravid Trap: Operation of one (1) trap to collect *Culex* mosquitoes. Mosquitoes will be collected, identified to species, and pooled for disease assay. Samples will be tested at Clarke laboratories utilizing RAMP® technology for West Nile Virus.
2. Clarke New Jersey Light Trap Network: Operation of one (1) trap within the Village of Hinsdale to monitor and evaluate adult mosquito activity.
3. Clarke New Jersey Light Trap Network to monitor and evaluate adult mosquito activity.

C. Weather Monitoring – Operational Forecasts

Part III. Larval Control

A. Targeted Mosquito Management System (TMMS™) computer database and site management.
B. Larval Site Monitoring: 17 inspections
1. Fourteen (14) complete inspections of up to 24 sites as outlined by most recent Clarke GIS Survey.
2. Three (3) targeted inspections of up to 15 known *Culex spp.* breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
3. Inspections of sites called in by residents on the Mosquito Hotline.

EarthRight™

Clarke Environmental Mosquito Management, Inc.,
Client Agreement Authorization for 2014-2016
Village of Hinsdale
EarthRight™ Program

I. **Program Payment Plan:** For Parts I, II, III, and IV as specified in the 2014-2016 Professional Services Price Outline, the total for the 2014-2016 program is $55,496.00. The payments will be due according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed. Should Clarke enter into an agreement with DuPage County, the outlined services and pricing can be modified upon mutual agreement of both parties.

PROGRAM PAYMENT PLAN

Month	2014	2015	2016
June 1	$13.874.00	$13.874.00	$13.874.00
July 1	$13.874.00	$13.874.00	$13.874.00
August 1	$13.874.00	$13.874.00	$13.874.00
September 1	$13.874.00	$13.874.00	$13.874.00
TOTAL	**$55,496.00**	**$55,496.00**	**$55,496.00**

For Village of Hinsdale:

Sign Name: _____ Title: V. Mgr. Date: 5/19/14

For Clarke Environmental Mosquito Management, Inc.:

Name: _____ Title: Key Accounts Manager Date: 2/13/14

Emily Glasberg

7f

April 7, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading - EPS	**ORIGINATING DEPARTMENT** Public Services
ITEM DuPage County Fuel Agreement	**APPROVED** George Peluso

Village staff has continually looked for ways to work with other agencies to provide a cost savings. In previous years, the Village conducted a competitive bidding process on their own for the purchase of fuel. This year, Village Staff is working with the DuPage County Division of Transportation to procure fuel through their agreement. The County obtained quotes from multiple vendors and awarded the contract to the lowest bidder based on a fixed handling fee above the Oil Price Information Service (OPIS). In 2012, the contract was awarded to Heritage FS, Inc. (please see Attachment A).

DuPage County has extended their contract with Heritage through March 31, 2016. The current fuel price is $.19 over OPIS, which is the same price the Village procured fuel for in last year's bid. Staff feels that the current price schedule is favorable and recommends participating in the joint purchasing agreement.

Participation in this joint purchasing venture does not require a separate Intergovernmental Agreement between the Village of Hinsdale and DuPage County. The Village will not incur the expense of placing a bid notice in the newspaper or spend time tabulating bid results and preparing an additional Request for Board Action report.

MOTION: **To waive the competitive bidding requirement in favor of a joint purchasing agreement and to approve the purchase of fuel from Heritage FS, Inc., through the DuPage County Division of Transportation on an as needed basis at cost of $.19 over OPIS per gallon.**

Approval	**Approval**	**Approval**	**Approval**	**Manager's Approval**

COMMITTEE ACTION:

BOARD ACTION:

DuPage County Procurement Services Division

421 North County Farm Road, Room 3-400
Wheaton, Illinois 60187-3978

Phone: (630) 407-6200 Fax: (630) 407-6201
General Email: purchasing@dupageco.org

INVITATION TO BID:	**#12-026**	**BID ISSUE DATE:**	**01/25/12**
BID DESCRIPTION:	**FURNISH AND DELIVER GASOLINE AND DIESEL FUEL TO VARIOUS COUNTY LOCATIONS**		
BID OPENING DATE:	**02/08/12**	**BID OPENING TIME: 3:00 P.M.**	
SUBMIT 1 ORIGINAL PLUS 3 COPIES		**BOND REQUIRED: NONE**	

BID RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC BID OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. BIDS WILL BE OPENED AND READ ALOUD AT THAT TIME IN THE PROCUREMENT SERVICES DIVISION. LATE BIDS WILL NOT BE CONSIDERED.

TO ALL PROSPECTIVE BIDDERS:

You are hereby invited to submit your bid for the item(s) to be furnished and delivered, shipped F.O.B. delivered, to the address specified herein.

The original bid and the required number of copies must be received in a sealed envelope that has your name and address in the upper left corner and the attached label filled in and pasted on the lower left corner.

All bids are subject to staff analysis. The County of DuPage reserves the right to accept or reject any and all bids received and waive any and all technicalities.

Bids must be delivered and time stamped, prior to the public bid opening date and time, to:	**DU PAGE COUNTY PROCUREMENT SERVICES DIVISION** **421 NORTH COUNTY FARM ROAD, ROOM 3-400** **WHEATON, IL 60187-3978**

Any communication regarding this invitation between the date of issue and date of award is required to go through the Bid Coordinator or the Buyer listed below (or, in the Buyers absence, the Procurement Services Supervisor).
Unauthorized contact with other DuPage County staff or officers is strictly forbidden.

BUYER:	KARIN M. KIETZMAN	PHONE:	(630) 407-6181
EMAIL:	Karin.kietzman@DuPageCo.org		
BID COORDINATOR:	Glenda Vasak	PHONE:	(630) 407-6190
EMAIL:	Glenda.Vasak@DuPageCo.org		

FULL NAME OF BIDDER	Heritage FS, Incorporated
BID CONTACT PERSON	Jon Stoker
TELEPHONE NUMBER	1-815-383-7113

FACSIMILE AND/OR E-MAIL TRANSMITTED BIDS WILL NOT BE ACCEPTED

PLEASE NOTE: Our bid documents have changed; please review carefully.

PROJECT INFORMATION

PROJECT NAME:	**FURNISH AND DELIVER GASOLINE AND DIESEL FUEL TO VARIOUS COUNTY LOCATIONS**
USER DEPARTMENT:	**VARIOUS DUPAGE COUNTY DEPARTMENTS**

EVENT:	**LOCATION:**	**DATE:**	**TIME:**
Deadline for Exceptions to Bid Language and Specification Inquiries. MUST BE IN WRITING TO:	BIDINFORMATION@DUPAGECO.ORG	01/30/12	3:00 P.M.
Response to Inquiries	VIA E-MAIL	02/01/12	3:00 P.M.
Bidder's Proposal Due	Procurement Services, Room 3-400	02/08/12	3:00 P.M.

√	**SUBMITTAL CHECKLIST (BID PACKET SHOULD BE RETURNED IN ITS ENTIRETY)**
	ORIGINAL BID
	3 COPIES
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED)
	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED, WITH SEAL (IF CORPORATION) NOTARY PUBLIC AND AUTHORIZED SIGNATURE
	JOINT PURCHASING SECTION, COMPLETED
	BID SECURITY, IF APPLICABLE
	WARRANTY INFORMATION
	COMPLETED VENDOR ETHICS DISCLOSURE FORM (SIGNED)

AWARDED CONTRACTOR REQUIREMENTS	
BID SECURITY	NONE REQUIRED
CERTIFICATE OF INSURANCE	DUE WITHIN 30 DAYS OF NOTICE OF AWARD

INSTRUCTIONS TO BIDDERS

ON-LINE NOTIFICATION OF SPECIFICATIONS:
This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat® Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat® Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6190 for these documents.

Companies interested in doing business with the County are able to register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

ON-LINE PROVIDER DISCLAIMER:
DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

BID REQUIREMENTS:
All bids must be submitted on the blank bid form furnished with these contract documents and shall conform to the terms and conditions set forth in this Invitation to Bid (the ITB). Please make and retain a copy of your Response (Bid) for your records. The bid must be enclosed in a sealed envelope bearing the bid number and the printed title of the bid. Bidders must sign, in ink, the bid form where indicated and have the signature notarized. **Unsigned bids will not be read.**

Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

ALTERNATE/EQUAL BIDS:
The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "NO SUBSTITUTIONS," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "NO SUBSTITUTIONS" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders submitting alternate items, of equal specifications, may be requested to provide samples of the item they intend to supply for testing. The Procurement Manager of DuPage County shall be the sole judge to determine whether the alternate item is actually equal to the item identified in the specifications and the Procurement Manager's decision will be final and binding.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

DEVIATIONS:
The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

EXCEPTIONS:
Exceptions will be considered up to the deadline listed in Project Information. Exceptions must be fully described, on the Bidder's letterhead and signed; exceptions must reference the bid number and the specification, contract term or other portion of the Invitation to Bid which is being excepted. If the Bidder wishes to propose terms and conditions or alternative paperwork it must do so as an exception. In the absence of such statement, the bid shall be considered as if submitted in strict compliance with all terms, conditions, and specifications; by its submission, the Bidder agrees that if selected, it will be bound by same. No exceptions or changes to contract terms will be accepted with the bid.

EXAMINATION BY BIDDER:
The Bidder shall, before submitting his bid, carefully examine the bid and specifications. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions.

Unless otherwise provided in the SPECIAL CONDITIONS, when the specifications include information pertaining to preliminary investigations made by the County, such information represents only the opinion of the County of DuPage as to the location, character or quantity of the materials encountered. That information is only included for the convenience of the Contractor. The County of DuPage does not warrant the accuracy or the sufficiency of the information and assumes no responsibility therefore.

ELECTRONIC TRANSMITTALS:
Facsimile and/or e-mail transmitted bids will not be accepted by the County of DuPage. In addition, the County of DuPage will not transmit facsimile or e-mail bid specifications to the Bidder.

INTERPRETATION OF CONTRACT DOCUMENTS:
If a potential Bidder is uncertain as to the meaning of any part of the specifications or this ITB, the bidder is expected to contact the Procurement Services Division no less than seven (7) days prior to bid opening date.

PREPARATION OF BIDS:
The Bidder shall return his bid on the attached bid forms. It must be returned with all pages intact. Please make and retain a copy of the signed bid for your records. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, shall be correctly filled in. Either a unit price or a lump sum price, or both as the case may be, shall be stated for each and every item, either typed in or printed in ink, in figures, and if required in words. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

When a bid consists of a number of items, prices must be submitted for all items unless otherwise directed in the Special Conditions.

Where unit prices are to be bid, and/or where bids are to be made on more than one item, the Bidder shall extend the unit price(s) bid in the places provided on the pricing pages for the approximate quantities, shall compute the total amount of the bid and shall indicate same on the proposal pricing page. The Bidder must bid in accordance with the unit(s) of measure called for unless deviation procedure is followed. All extensions and total sums are subject to verification by the County and the correct extensions and sums will be used in the comparison of bids. If a discrepancy exists between the unit prices and totals, the unit prices shall prevail. If a discrepancy exists between the total base bid and the true sum of the individual bid items, the true sum shall prevail. Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award. The quantities for all items on which bids are to be received on a unit price basis, will not be used in establishing final payment due the Contractor. Bids will be compared on the basis of number of units stated in the Bid Pricing Section. Contract payment for unit price items will be based on the actual number of units delivered.

In certain cases, amounts are to be shown in both words and figures. When discrepancies occur between the "Written in Words" and the "In Figures" amounts for the total lump sum bid amount, the "Written in Words" shall govern.

Bidders are warned against making any erasures or alterations of any kind, and bids that contain omissions, erasures, conditions, or alterations may be rejected. The bidder must fill in all blanks. Use "N/A" or "None" where applicable.

If the Bidder is a corporation, the President shall execute the bid. In the event that the bid is executed by other than the President, a certified copy of that section of the corporate bylaws or other authorization by the corporation, which permits the person to execute the offer for the corporation, shall be submitted.

If the Bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Procurement Manager shall be submitted.

If the Bidder is a sole proprietor, the owner shall execute the bid.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered with the Illinois County in which located, as provided in the Illinois Compiled Statutes, 805/ILCS 405/1 et seq.

SUBMISSION OF BIDS:
The Bidder shall be responsible for delivery of bids to the Procurement Services Division before the date and hour set for the opening of bids. Late bids will not be considered and will be returned unopened.

All bids must be received in sealed envelopes that have your name and address in the UPPER left corner and the attached label filled in and pasted on the LOWER left corner.

Bids mailed "EXPRESS MAIL" must have bid number and due date on the outside of the EXPRESS MAIL envelope.

You must allow sufficient time for processing through the County's internal mailroom system.

CONTRACT AWARD INFORMATION:
The successful bidder will be asked to sign a contract agreement (sample attached).

If the bidder wishes to propose terms and conditions or alternative paperwork he must do so as an exception (see EXCEPTIONS above).

Award notification will be sent to the vendor receiving the award via mail or fax. Award status can be viewed at www.DemandStar.com.

Response summaries will be available over the Internet at www.DemandStar.com. This summary information will include bids that were delivered by the required bid opening date and time.

The above bid status information can also be obtained by contacting the Bid Coordinator at (630) 407-6190.

END OF INSTRUCTIONS TO BIDDER

GENERAL CONDITIONS

ADDENDUM AND SUPPLEMENT TO INVITATION TO BID:
If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. If revisions are made after any mandatory Pre-Bid conference, the revisions will be provided only to those Contractors who will have attended the Pre-Bid conference.

Addendum information is available over the Internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum forty-eight hours (48) in advance of the bid deadline.

APPLICABLE CODES AND ORDINANCES:
Materials shall conform to all local applicable codes and ordinances.

CHANGES:
The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes in excess of $10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful Contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

COMMENCEMENT OF WORK:
The successful Contractor must not commence any billable work prior to the County's execution of the contract or until any required documents have been submitted. Work done prior to these circumstances shall be at the Contractor's risk.

COMMUNICATIONS:
In an effort to create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted unless expressly authorized by the Buyer issuing the solicitation. A violation of this provision is cause for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:
It is agreed that any and all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

CONTRACTOR PERFORMANCE:
The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, contract specifications and attached exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

DRUG FREE WORKPLACE:
The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

ENDORSEMENTS:
Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

F.O.B.:
All goods are to be shipped prepaid, F.O.B. delivered. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

FORCE MAJEURE:
The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

INDEMNITY:
The Contractor shall, at all times, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited by reason of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred as a result of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction as a result of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. by reason of indemnification or insurance.

LAW GOVERNING:
The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

LIENS, CLAIMS, AND ENCUMBRANCES:
Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

LOBBYIST REGISTRATION:
Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

MSDS:
When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820

ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

MISCELLANEOUS REQUIREMENTS:
The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

NON-DISCRIMINATING:
The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

PATENTS:
Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein.

PAYMENT:
Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and **any statute of limitations to the contrary is hereby waived.**

PROTEST:
No protest shall be based on a matter or issue which could have been raised as an exception prior to bid opening.

Any protest concerning the award of a contract shall be decided by the Procurement Manager. Protests shall be made in writing to the Procurement Services Division and shall be filed within three (3) business days of final approval and acceptance of the bid by the County Board. A protest is considered filed when received by the Procurement Services Division. The written protest shall include the name and address of the protestor, the ITB number, a statement of the specific reasons for the protest and supporting exhibits. The Procurement Manager will respond to the written protest within seven (7) days. The Procurement Manager's decision relative to the protest shall be final.
Upon receipt of a protest the County may, but is not required to, delay its order under the awarded contract.

RESERVATION OF RIGHTS:
The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

TAX:
The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-06. A copy of the exemption letter is available upon written request.

TERMINATION, CANCELLATION AND DAMAGES:
This contract may be terminated upon mutual agreement of both parties.

If the County terminates this Contract because of the Contractor's breach or default, the County shall have the right to purchase items or services elsewhere and to charge the Contractor with any additional cost incurred, including but not limited to the cost of cover, incidental and consequential damages and the cost of re-bidding. The County may offset these additional costs against any sums otherwise due to the Contractor under this bid or any unrelated contract.

If the County of DuPage fails to appropriate funds to enable continued payment of multi-year Contracts the County may cancel, without termination charges provided Contractor received at least thirty (30) days prior written notice of termination.

TRANSFER OF OWNERSHIP OR ASSIGNMENT:
The terms and conditions of this contract shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments the County of DuPage must be notified and approve same in writing.

WARRANTY:
Complete warranty information detailing period and coverage must be submitted.

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

ACCURACY DISCLAIMER:
The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

INSPECTIONS:
The County reserves the right to visit and inspect the premises and operation of any Contractor.

JOINT PURCHASING:
OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES X NO _____

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

We are required to know if the bids are for tankwagon or transport.

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

MEETINGS:
PRE-AWARD: Bidder may be required to attend a pre-award meeting for clarifications, demonstrations, presentations and the liker this meeting will be set

QUANTITIES:
The County of DuPage reserves the right to increase or decrease the quantities shown herein at any time during the life of the contract to correspond to the actual needs of the County of DuPage.

RELATED PURCHASES:
In the event items are purchased within the same category than specifically itemized in the specification, the price subtracted from or added to the Opis low indicated on your bid for that type of fuel shall apply.

RENEWAL & EXTENSION:
The contract may be subject to three (3) additional twelve (12) month renewal periods provided there is no change in the terms, conditions, specifications, and prices and provided that such renewals are mutually agreed to by both parties. **In no event shall the term plus renewals exceed four (4) years.**

SERVICE:
Location of nearest service facility must be stated below:

Plainfield, Illinois

A condition of the bid is that a representative of the successful Contractor, make weekly calls to the County of DuPage office in order to lend his professional advice regarding ways that County of DuPage can reduce cost, such as by suggesting items and brands that represent better dollar value. Representatives must be available

to consult with various County of DuPage Departments regarding their requirements to review and expedite all back orders.

SUBCONTRACTORS:
No Subcontractors shall be used.

THIRD PARTY AGREEMENT:
The County shall not enter into a third party rental agreement and reserves the right to disqualify a vendor so bidding.

VENDOR QUALIFICATIONS:
Vendor will provide a general history, description and status of their Company.

END OF SPECIAL CONDITIONS

INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful bidder shall, within thirty (30) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County licensed to do business in the State of Illinois, and with a minimum insurance rating of A:VII as found in the current edition of A M Best's Key Rating Guide. **Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing the County of DuPage thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until such time as all work has been approved and accepted by the County.** The Contractor is responsible for all insurance deductibles and Self-Insured Detentions.

At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability	
A. Each Accident	500,000.00
B. Each Employee-disease	500,000.00
C. Policy Aggregate-disease	500,000.00
3. Commercial General Liability	
A. Per Occurrence	1,000,000.00
B. General Aggregate	
1. General Aggregate-Per project	1,000,000.00
2. General Aggregate - Products/	
Completed Operations	1,000,000.00
4. Personal and Advertising Injury	1,000,000.00
Each Occurrence	1,000,000.00
5. Fire and Legal Liability (any one fire)	50,000.00
6. Medical Expense (any one person)	5,000.00
7. Umbrella Excess Liability (over primary)	1,000,000.00
Retention for Self-Insured Hazards (each occurrence)	1,000,000.00
8. Business Auto Liability	1,000,000.00
9. Professional Errors and Omissions	
10. Environmental Impairment Liability	
* Up to $5,000,000.00 in Contract Value	

NOTE: A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.
B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
C) No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Certificates should be faxed (and hard copy mailed) to:

DuPage County Procurement Services Division
Glenda Vasak, Bid Coordinator
421 North County Farm Road
Wheaton, IL 60187-3978

TX: (630) 407-6190
FX: (630) 407-6201

The insurance carrier of the insured is required to notify the County of DuPage of termination of any or all of these coverages, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN INSURANCE COVERAGE:
The Contractor shall notify the County of changes in insurance coverage in writing within 30 days.

INSURANCE RATING:
All of the above-specified types of insurance shall be obtained from companies that have at least an A-VII rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION:
The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT:
Within 60 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL:
The Contractor shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney.

RIGHTS RETAINED:
Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to the County.

END OF INSURANCE REQUIREMENTS

BID #12-026

SPECIFICATIONS

Specifications and Pricing

This bid is for no lead, reformulated gasoline with ethanol, ultra low sulfur diesel fuel and Bio-Diesel fuel to be purchased for and delivered F.O.B. to various DuPage County locations for the period, April 1, 2012 through March 31, 2013, subject to three (3) additional twelve (12) month renewal periods.

The diesel fuel shall comply with the ANSI/ASTM Standard Specifications D4814-92A, or the latest revision thereof.

The premium, no lead, reformulated gasoline in this bid must meet the provisions of the "Federal Clean Air Act" effective January 1, 1995, and any other subsequent revisions as amended.

Effective July 2006, any diesel powered vehicle owned or operated by this County, shall use a Ultra Low Sulfur Diesel. (625 ILCS 5/12-705.1)

Vendor must list on this bid the fuel brands and fuel additive packages currently supplied by the vendor. These may be changed at the vendor's request during the contract period to another brand or package that meets the requirements specified herein. Any fuel brand or fuel additive change must be approved by the County prior to delivery of the fuel or fuel containing the additive package. The County has the right to reject any changes in fuel brand or fuel additives.

Octane ratings and grade descriptions are as follows:

TYPE	MINIMUM OCTANE RATING OR GRADE
Regular Reformulated Gasoline w/ethanol	87
Midgrade Reformulated Gasoline w/ethanol	89
Premium Reformulated Gasoline	93
Ultra Low Sulfur No. 2 Diesel Fuel	Minimum Cetane Rating: 45 Flash Point:130° F
Winter Premium Additized Diesel Fuel	Cold Filter Plug Test To -20° F to -25° F
Bio-Diesel B20	20% soy bio-diesel by content blended with No. 2 Diesel Fuel or Winter Premium Additized Diesel Fuel. Bio-Diesel must meet or exceed ASTM D-6751 standard for bio-diesel fuel. Vendor or supplier responsible for blending the fuel must have at least two (2) years of year-round experience blending soy bio-diesel. Bio-diesel must be treated with an additive package giving the fuel the following characteristics; -minimum CFPP of -20° F -de-icer agent that prevents water up to .01% by volume from freezing to a temperature of -45° F -lubricity protection of 5,000+ on the Scuffing Load B.O.C.L.E. test -Minimum of 45 Cetane rating -Detergent to clean fuel injectors and provide fuel stability in excess of 12 months
Bio-Diesel B-5	5% soy Bio-diesel by content blended With no.2 Diesel Fuel or Winter Premium Additized Diesel Fuel. Bio-Diesel must meet or exceed ASTM D-6751 standard for bio-diesel fuel. Vendor or supplier responsible for blending the fuel must have at least two (2)

	years of year-round experience blending soy bio-diesel. Bio-diesel must be treated with an additive package giving the fuel the following characteristics; -minimum CFPP of -20° F -de-icer agent that prevents water up to .01% by volume from freezing to a temperature of -45° F -lubricity protection of 5,000+ on the Scuffing Load B.O.C.L.E. test -Minimum of 45 Cetane rating -Detergent to clean fuel injectors and provide fuel stability in excess of 12 months

Quality Control
All quality control will be the responsibility of the County. The County reserves the right to sample delivered fuel in any manner for quality control or testing purposes.

All gasoline and diesel fuel that does not meet specifications will be rejected, and when so ordered by the using County department, the supplier shall at his expense, replace all inferior product delivered, and return with product meeting the specifications.

Volume Measure
In all transactions of which these specifications are a part, a gallon is defined as a volume of 231 cubic inches at a standard temperature of sixty (60) degrees Fahrenheit.

Additional Services
Pre-winter audits on all above- and below-ground tanks, to include the following at no additional charge:
-Use of a tank bottom sampler device (like a Bacon Bomb) to check for presence of water and bacteria in the underground tanks using a sample from the bottom of each tank.
-Treating any tank found to contain bacteria with a biocide.
-Providing the County with a detailed copy of each site's tank audit, including site address, fill condition, amount of standing water in spill basket, presence of bacteria, fill cap tightness and list of recommendations.

Taxes

Illinois Motor Fuel tax:	Gasoline	.19
Illinois Motor Fuel tax:	Diesel	.215
Illinois Underground Storage Tank Tax:		.0030
Environmental Impact Fee		.008
Federal Oil Spill Recovery Fee		.00171
Leaking Underground Storage Tax		.001

Illinois Retailer's Occupation Tax and DuPage County Tax - **The County of DuPage is exempt from payment of these taxes.**

Deliveries:
All deliveries to the various DuPage County locations must be delivered by a trailer dispensing system.

The normal accepted delivery time frame is 24 hours after an order is placed by the using county department. However, in emergency situations, delivery may be required within the 24-hour period. Tanks must be dipped before and after each delivery to verify delivery load. Authorized County personnel must be present.

Delivery vehicles must be compatible with the Stage II vapor recovery USTS.

Delivery Locations and Approximate Previous Year Usage:

ALL DIESEL FUEL SHIPPED AS OF JULY 1, 2006, WILL MEET THE ULTRA LOW SULFUR FUEL REQUIREMENTS

I. **DuPage County Automotive Services**

Capacity – 2 Tanks	1 ea. 10,000 gallons Gasoline 1 ea. 10,000 gallons Gasoline
Annual Usage	355,000 gallons Midgrade

II. **DuPage County Division of Transportation**

Capacity - 1 Tank	12,000 gallons Diesel
Annual Usage	112,000 gallons Diesel (including bio-diesel) (approx. 55-60% Low Sulfur Clean Diesel Fuel Grade 2)

III. **DuPage County Public Works Department**

A. **Woodridge**

Capacity-3 Tanks	1 ea. 10,000 gallons Gasoline 1 ea. 10,000 gallons Gasoline 1 ea. 6,000 gallons Diesel
Annual Usage	40,000 gallons Midgrade 25,000 gallons Diesel (including bio-diesel)

B. **Knollwood – Burr Ridge**

Capacity – 2 Tanks	1 ea. 10,000 gallons Midgrade 1 ea. 10,000 gallons Diesel
Annual Usage	50,000 gallons Midgrade 25,000 gallons Diesel (including bio-diesel)

Payment and Invoicing

Payment terms are net thirty (30) days.

Supplier must submit invoices in duplicate, accompanied by the supplier's ORIGINAL, SIGNED delivery ticket. Invoices shall reference the Contract number assigned to that location which delivery is made.

SHIPPING AND BILLING INFORMATION:

SHIP TO ADDRESS:	BILL TO ADDRESS:
DuPage County Division of Transportation Attn: Chuck Curcio 180 North County Farm Road Wheaton, IL 60187 TX: 630/ 407-6930 FX: 630/ 407-6962	DuPage County Division of Transportation Attn: Kathy Black 180 North County Farm Road Wheaton, IL 60187 TX: 630/ 407-6930 FX: 630/ 407-6962
DuPage County Public Works Department-Woodridge Attn: Amy Arlowe 7900 South Route 53 Woodridge, IL 60517 TX: 630/985-7400 FX: 630/985-4802	DuPage County Public Works Department Attn: Accounts Payable 7900 South Route 53 Woodridge, IL. 60517 TX: 630/985-7400 FX: 630/985-4802

DuPage County Public Works Department-Knollwood Attn: Peter McGhee 11 S. 175 Madison Burr Ridge, IL 60521 TX: 630/323-0677 FX: 630/323-0963	DuPage County Public Works Department Attn: Accounts Payable 7900 South Route 53 Woodridge, IL. 60517 TX: 630/985-7400 FX: 630/985-4802

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)

The figure stated on page 19, should be what is subtracted from or added to the Low Chicago Rack Base Published price from Opis on the date of delivery.

When invoicing, a copy of the Low Chicago Rack Base Opis published price list on day of delivery must be enclosed with each invoice, with price used highlighted.

The County of DuPage does not pay the Federal Excise Tax on fuel purchases. It is a requirement of this contract that the supplier agrees not to charge this tax. It will be the responsibility of the successful supplier to file all appropriate paper work for the refund of the federal excise tax

BID AWARD CRITERIA:
This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total lump sum bid amount.

Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award (see PREPARATION OF BIDS section).

BID PRICING:

1.) Brand Bid FS / Growmark

2.) First Contact Person Jon Stokes

Second Contact Person Tom Gross

3.) Price subtracted from or added to the Opis **LOW** published price list on date of delivery:

UNLEADED GASOLINE:

Minus - _____ (U. S. dollars and/or cents only) per U.S. gallon **OR** Plus + .015 (U. S. dollars and/or cents only) per U.S. gallon

ESTIMATED USAGE	FIGURE TO BE ADDED TO OR SUBTRACTED FROM OPIS LOW	EXTENDED COST ADJUSTMENT (USAGE X MARK UP OR MARK DOWN)
445,000 GALLONS	$ .015	$ 6675.00

DIESEL FUELS: (INCLUDING BIODIESEL)

Minus - _____ (U. S. dollars and/or cents only) per U.S. gallon **OR** Plus + .015 (U. S. dollars and/or cents only) per U.S. gallon

ESTIMATED USAGE	FIGURE TO BE ADDED TO OR SUBTRACTED FROM OPIS LOW	EXTENDED COST ADUSTMENT (USAGE X MARK UP OR MARK DOWN)
162,000 GALLONS	$ .015	$ 2430.00

The above bid price shall be inserted as U. S. currency only, and shall be subtracted from or added to the low for the day of the Opis Chicago Rack Base Published Price on the day of delivery. These figures shall be applicable for purchases of all types of gasoline and diesel fuels.

UNLEADED GASOLINE EXTENDED COST ADJUSTMENT	$ 6675.00
DIESEL FUEL EXTENDED COST ADJUSTMENT	$ 2430.00
TOTAL MARK UP / DISCOUNT COST ADJUSTMENT	$ 9105.00

BID FORM
PROCUREMENT SERVICES DIVISION
BID #12-026
GASOLINE AND DIESEL FUEL TO VARIOUS DUPAGE COUNTY LOCATIONS

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Heritage FS, Inc.
Main Business Address	18251 West Commercial
City, State, Zip Code	Wilmington, IL 60481
Telephone Number	815-476-2118
Fax Number	815-476-2119
Bid Contact Person	Jon Stoker
Email Address	JStoker@HeritageFS.com

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor ☐ a Member of the Partnership ☒ an Officer of the Corporation ☐ a Member of the Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

Gary Boehrnsen (President or Partner)

Ron Bork (Vice-President or Partner)

Rodger Koehn (Secretary or Partner)

Richard Nelson (Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, bid rigging or bid-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Further, the bidder certifies that he has provided equipment, supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule.

X Jon Stukes Energy Sales
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 6 day of February AD, 2012

Theresa Cooke My Commission Expires: 3-15-14
(Notary Public)

"OFFICIAL SEAL"
Theresa Cooke
Notary Public, State of Illinois
Will County
My Commission Expires March 15, 2014

VENDOR ETHICS DISCLOSURE

On January 12, 2010, the DuPage County Board adopted amendments to Ordinance OFI-003B-04, the DuPage County Ethics Ordinance.

Section 2-417 "Contractor Disclosure", requires that certain information be provided by vendors who contract with or are seeking to contract with the County to provide goods or services.

All requisitions and change orders require that the vendor provide the most current information as detailed on the "Vendor Ethics Disclosure Statement" form.

The Vendor Ethics Disclosure Statement and instructions can be found on the next page and on the County's Internet site under Contractor Forms in the Procurement section. The most current version of the form should always be utilized. There is also another form for additional pages; all pages are Adobe fillable forms.

Continuing Disclosure: It is the contractor/vendor's responsibility to update contribution information on an ongoing basis during the life of the contract. The vendor is required to submit an updated Ethics Disclosure Statement to the user department, any time contributions are made to the Chairman or County Board Members subsequent to the most recent authorized contract action.

Failure to Comply: Failure to provide the requested information will at minimum delay awarding of the contract and could result in the selected vendor being disqualified as non-responsive and non-responsible.

Providing fraudulent information on the Vendor Ethics Disclosure Statement may result in a Class 3 Felony.

Contribution: A gift, subscription, dues, loan, advance or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to County office.

Gift: Any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having a fair cash market value including but not limited to cash, food, drink.

Multi-year contracts: Those contracts with a duration greater than 12 months require annual updates, to be filed by the vendor with the user department, and forwarded to Procurement. The reporting period should be through December 31st of the current year, and received by the user department with 10 business days of that date

Prohibited Source: Any person or entity who (i) is seeking official action by the Chairman, County Board member or in the case of an employee, by the employee or by the Chairman or County Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, County Board member or employee (iii) conducts activities regulated by the Chairman, County Board member or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, County Board member or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has contributed.

Required Vendor Ethics Disclosure Statement

Company Name:	Heritage FS, Inc.		
Company Contact:	Jon Stokes	**Contact Phone:**	815-383-7113
Bid/Contract/ PO:	#12-026		

For this Disclosure "I/ me" or "you" shall mean the business entity seeking a contract or to whom a contract has been awarded. Those terms include any of the business' principals, family members of the business' principals (father, mother, son, daughter, brother, sister, uncle, aunt, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, and stepsister) and any other legal entities in which those principals or family members have a controlling interest or have control over the disbursement of funds of the business.

A. The County Ethics Ordinance (viewable at http://www.dupageco.org/emplibrary/OFI003B04_Ethics_FINAL.pdf), Section 2-402-1, bans **all** gifts (except those listed in Section 2-403 from prohibited sources.

I certify that I have not made a prohibited gift to the Chairman or any County Board Member or any County employee, or to the spouse or family member of any of them.

B. The County Ethics Ordinance (viewable at http://www.dupageco.org/emplibrary/OFI003B04_Ethics_FINAL.pdf), Section 2-402-2, prohibits County officials from soliciting or accepting campaign contributions in the cumulative amount of more than $1,000 per calendar year.

I have made the following campaign contributions within the last twelve months: (Reporting begins with contributions made on or after 1/12/10.)

Recipient	Donor	Description (e.g., cash, type of item, in-kind service, etc.)	Amount/Value	Date Made
NA				
NA				
NA				

Attach additional sheets if necessary. Sign each added sheet and number each page __(#) of __(total pages).

C. I understand that making a false or incomplete statement on this disclosure may render me a non-responsive and disqualified offeror, or result in the voiding of any contract awarded to me by the County, and may subject me to statutory criminal penalties (720 ILCS 5/33E-14).

D. Continuing disclosure is required, and I agree to update this disclosure form as follows:

- **If information changes, within five (5) days of change, or prior to County action, whichever is sooner**
- **30 days prior to the optional renewal of any contract**
- **Annual disclosure for multi-year contracts**
- **With any request for change order except those issued by the County for administrative adjustments.**

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Authorized Signature Jon Stokes

Printed Name Jon Stokes

Title Energy Salesman

Date 02-06-12

Page 1 of ____

COUNTY OF DU PAGE, ILLINOIS

Form **W-9** (Rev. January 2011) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return): Heritage Pet Inc

Business name/disregarded entity name, if different from above:

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☒ Exempt payee

Address (number, street, and apt. or suite no.): 135 South Crescent Box 339

Requester's name and address (optional):

City, state, and ZIP code: Gilman, IL 60938

List account number(s) here (optional):

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number: ___ - ___ - ____

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number: 36-3818145

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here — Signature of U.S. person ▶ [signature] Date ▶ 1/24/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

COUNTY OF DU PAGE, ILLINOIS

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Please submit completed W-9 form with your bid proposal

REVISED 03/03/11

REFERENCES

The bidder must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If bidder is a new business, provide references that will enable the County to determine if bidder is responsible.

COMPANY NAME:	DuPage County Public Works
ADDRESS:	7900 South Rt 53
	Woodridge, Il 60517
CONTACT PERSON:	Fay Clark
TELEPHONE NUMBER:	630-682-7159

COMPANY NAME:	Carol Stream Park District
ADDRESS:	301 W Lies Rd.
	Carol Stream, Il 60188
CONTACT PERSON:	Bill Rosenburg
TELEPHONE NUMBER:	630-675-1186

COMPANY NAME:	Lombard Park District
ADDRESS:	227 W. Parkside Ave
	Lombard, Il 60148
CONTACT PERSON:	Bill Neese
TELEPHONE NUMBER:	630-620-3571

COMPANY NAME:	Glen Ellyn Park District
ADDRESS:	185 Spring Ave
	Glen Ellyn, Il 60137
CONTACT PERSON:	Eric
TELEPHONE NUMBER:	630-858-6037

STATE THE NUMBER OF YEARS IN BUSINESS:	80
STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:	135

LATE BIDS CANNOT BE ACCEPTED!

SEALED BID PROPOSAL	
INVITATION #:	12-026
OPENING DATE:	02/08/12
OPENING TIME:	3:00 P.M.
DESCRIPTION:	FURNISH AND DELIVER GASOLINE AND DIESEL FUEL TO VARIOUS DUPAGE COUNTY LOCATIONS
DATED MATERIAL-DELIVER IMMEDIATELY	

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE) TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO HELP ENSURE PROPER DELIVERY!

LATE BIDS CANNOT BE ACCEPTED!

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading - EPS	ORIGINATING DEPARTMENT Public Services
ITEM Renew Tree and Stump Removal Contract #1557	**APPROVED** George Peluso

In the proposed Fiscal Year 2015-2016 budget, there is a total of $133,000 budgeted for in the Public Services Department budget line item 2203-7304 for contract removal of trees, stumps and other hazardous limbs.

As part of this contract, we will be removing approximately 150 dead trees and stumps, of which we are estimating 120 to be dead ash trees. Attached is a memo from Village Forester, John Finnell, highlighting the Village's management of the Emerald Ash Borer to date, and the plan for this Fiscal Year.

This is the second year of a contract bid out last year through the "Municipal Purchase Initiative" for Tree Maintenance. The lowest competitive price was submitted by Homer Tree Care, Inc., who has successfully completed previous tree and stump removal contracts with the Village.

Public Services staff is recommending that the Village Board, upon approval of the FY 2015-16 budget, award the contract as follows:

MOTION: **To award year two of contract #1557 for Tree Maintenance to Homer Tree Care, Inc not to exceed the proposed budgeted amount of $133,000**

Approval	Approval	Approval	Approval	Manager's Approval

COMMITTEE ACTION:

BOARD ACTION:

Village of Hinsdale **Memorandum**

To: George Peluso, Director of Public Services
From: John Finnell, Village Forester
Date: March 23, 2015
Subject: Update on Emerald Ash Borer

With the contract renewals for tree removal and treatment up for Village Board consideration in April, I thought it would be prudent to update you on the status of our Emerald Ash Borer efforts to date. In addition, I wanted to provide you with information on the removal and treatment plans for the upcoming fiscal year.

In Febraury 2011, the Village received confirmation of the Emerald Ash Borer (EAB) infestation. Staff has since developed several programs to manage this foreign pest that has killed millions of ash trees throughout the Midwest region. Our efforts to date are as follows:

- Through a US Forest Service Grant, a Village-wide tree inventory was completed in 2012 that staff was able to use in preparing an EAB management plan. The inventory identified 1737 ash trees on public property; approximately 11% of the Village's total tree population.
- Prior to the ash survey, there were a total of approximately 1956 Ash Trees in the Village.
- Since 2011 (one year prior to the completion of the inventory) 705 public ash trees have been removed through contracted tree removal and the Village tree crew. In 2014, 301 ash trees were removed. Per the inventory, the current public ash population is 1251.
- Through collaboration with the EPS Committee, Staff developed an ongoing management program. In 2014, 429 public ash trees were treated.
- In 2014 as part of an on-going cooperative effort with the Morton Arboretum research program, an additional 48 ash trees were identified and treated by Arboretum staff.
- These treated trees will continue to be monitored to gauge the success of the treatments and evaluate the need for further removals. Retreatment of these trees will be considered as part of the 2015-16 Fiscal Year program.
- We plan to remove the remaining 705 untreated ash trees over the next 2 years, which would result in an annual removal rate of ash trees of 352 ash trees per year in addition to other necessary tree removals. In fiscal year 2015-16, we anticipate removing 120 ash trees with contractor's services and another estimated 233 in house.
- In 2011, Title 4 Chapter 5 of the Municipal Code was updated to include management procedures for EAB infested tree removals on private property. Staff incorporated ash trees into its ongoing surveys as a way to identify and schedule removal of heavily infested ash trees from private property.
- Emerald Ash Borer information is available on the Village website, local access channel and in the entryway of Village Hall. EAB impacts on the Village are incorporated into Arbor Day celebrations. Information is given to students to bring home.

I. TREE REMOVAL SERVICES

A. TREE REMOVAL SERVICES

Type	Tree Diameter (dbh) Classes	Estimated #of Trees	Estimated Total Diameter	Unit Price per inch[1]	Extended Total
Tree Removal	1-11"	0	0	$	$
	12-18"	3	36	$ 15	$ 540
	19-26"	39	868	$ 22	$19,096
	27-36"	41	1,209	$ 24	$29,016
	37" +	12	455	$ 30	$13,650
				GROUP A TOTAL	$

B. EMERGENCY SERVICES FOR TREE REMOVAL AS DEFINED HEREIN (Hinsdale)

The bidder shall provide emergency tree removal assistance as specified in Section I – Tree Removal Services:

1. During Normal Working Hours: $116.50 per man-hour[1]
2. Outside Normal Working Hours: $150.00 per man-hour[1]

II. STUMP REMOVAL SERVICES - HINSDALE

Type	Tree Diameter (dbh) Classes	Estimated #of Trees	Estimated Total Diameter	Unit Price per inch[1]	Extended Total
Stump Removal	1-11"	3	29	$ 5.	$ 145
	12-18"	81	1,347	$ 5	$ 6,735
	19-26"	55	2,256	$ 5	$11,280
	27-36"	100	1,625	$ 5	$ 8,125
	37" +	15	563	$ 5	$ 2,815
				GROUP B TOTAL	$29,100

III. TREE PRUNING (TRIM TICKETS) – ALL MUNICIPALITIES

A. COST FOR TRIM TICKETS

The bidder shall provide tree pruning (trim tickets) per the Specifications of Section III - Tree Pruning Services as identified herein.

During Normal Working Hours: $116 per man-hour[1]

Outside Normal Working Hours: $150 per man-hour[1]

IV. DISCOUNTS

A. ANNUAL DISCOUNT IF ALLOWED TO STORE EQUIPMENT ON-SITE

Will Contractor utilize space at Municipality's facility to store equipment overnight?	Annual Discount
Yes	1.5 %

For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%) or CPI of the Chicago-Gary-Kenosha Index, whichever is less. Written requests for price revisions after the initial period shall be submitted at least ninety (90) days in advance of the annual contract period.

Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit.

The Village reserves the right to reject a proposed price increase and terminate the agreement.

At the end of any subsequent contract term, the Village reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

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

The Village reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

8. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail or apparent omission from a 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 to be used.

9. **ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)**

In the event of the Contractor's non-compliance with the provisions 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.

10. **INSURANCE**

The Contractor shall maintain for the duration of the contract, including warranty period, 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:

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.

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.

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

Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury,

GENERAL TERMS AND CONDITIONS

1. **INTENT**
   It is the intent of the Village of Hinsdale ("Village"), to enter into agreement with Homer Tree Care, Inc ("Contractor") for Tree Maintenance on public right-of-ways.

2. **VOLUME/ESTIMATED QUANTITY**
   The volumes identified herein are estimated quantities. The Village does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Village's requirements whether more or less than the estimated amount.

   The Village reserves the right to increase and/or decrease quantities, add or delete locations, whatever is deemed to be in the best interest of the Village.

3. **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.

4. **DISCREPANCIES**
   In all cases of discrepancies between the drawings and specifications, the municipality's Purchasing Manager shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings, if applicable. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the owner or their designee, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

5. **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.

6. **FIELD MODIFICATIONS**
   A field modification is written by the owner or his designee to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

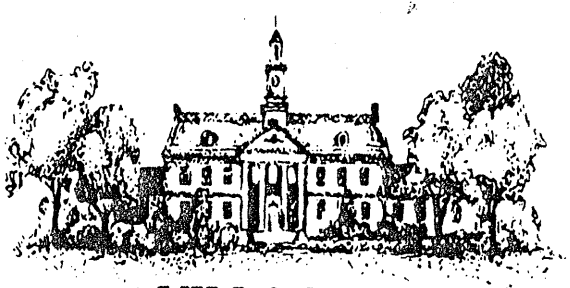
   Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be compiled with, but under protest.

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

   In the event any unit prices are determined to be unbalanced and contrary to the interest of the Village, the right is reserved to reject such bid at the discretion of the Village.

7. **TERM**
   The term of this Agreement shall be two (2) years from the date of award. The Village reserves the right to renew this contract for three (3) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement.



VILLAGE
OF HINSDALE FOUNDED IN 1873

CONTRACT 1557

TREE MAINTENANCE SERVICES

VILLAGE OF HINSDALE
19 EAST CHICAGO AVENUE
HINSDALE, IL 60521
(630) 789-7043

based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.

Detailed written Requests for Change Orders must be submitted to the Owner's Representative on the form provided by the Owner. (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.

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.

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

14. INVOICES AND PAYMENTS

The Contractor shall provide invoices for each service that it undertakes for the Village. The Contractor shall be responsible for paying its subcontractors.

The Contractor shall submit invoices detailing the services the Contractor provided. The Village shall only pay for quantities it used or ordered. Quantities may be adjusted up or down based on the needs of each Municipality. The Village shall make payments in accordance with the Local Government Prompt Payment Act.

The Contractor shall submit an invoice for each Tree Removal Tree Stump Removal and Tree Pruning List. The invoice shall include the work performed for the corresponding list and must be supported with copies of all work site locations specific to the list. The Contractor shall not submit invoices prior to completion of work, and the Village will not authorize payment (including partial or pre-payments) for incomplete work. Invoices shall include charges for work orders depicted on each list.

No payment, final or otherwise, shall release the Contractor from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to:

Village of Hinsdale
Director of Public Works
19 E Chicago Avenue
Hinsdale, IL 60521

31. PRECEDENCE

Where there appears to be variances or conflict General Terms & Conditions, The Invitation for Bids, General Terms & Specifications and the Contractor's Bid Response.

32. 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 the Circuit Court of DuPage County, State of Illinois for the Municipalities whose offices are in DuPage County and in the Circuit Court of Cook County, Illinois for Municipalities whose offices are in Cook County.

33. NON-ENFORCEMENT BY THE VILLAGE

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Municipalities, 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.

34. 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 Municipalities.

35. TERMINATION

The Municipalities reserve the right to terminate their respective portion of this contract, or any part thereof, upon

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

Contractor agrees that with respect to the above required insurance:

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

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.

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

The Village 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.

A **Certificate of Insurance** that states that **the Village** 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 reference policy number_____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Municipalities may purchase such insurance coverages and charge the expense thereof to the Contractor.

11. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Municipalities of the 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 project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the 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.

12. CHANGE IN STATUS

The Contractor shall notify the Village of Hinsdale and each Municipality immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village of Hinsdale and each Municipality shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

13. CHANGE ORDERS

The Owner believes 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 Village of Hinsdale prior to execution.

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

In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be

accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

47. **ADDITIONAL SAFETY STANDARDS**

The Contractor shall perform all work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois.

Any hazardous work practice(s) being conducted as determined by the Manager shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Manager to discontinue such practice(s). The Contractor shall not continue any work which it considers dangerous and shall immediately notify the Manager if such is the case.

OSHA STANDARDS

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Municipality must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

48. **PREVAILING WAGE ACT**

This contract is not covered by the Prevailing Wage Act

49. **NATIONAL SECURITY/PATRIOT ACT**

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.

thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating 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.

36. **NON APPROPRIATIONS**

The Municipalities reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by either the Village Board of Trustees or City Council of the affected Municipality.

37. **CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) AND UNCONTAMINATED SOIL**

The Contractor must comply with the requirements of Section 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act (415 ILCS5/22.51(f)26(B) and 415 ILCS5/22.51a(d)(2)(B)) for the disposal of uncontaminated soils including uncontaminated soil mixed with other clean construction or demolition debris (CCDD)

43. **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 Auditor General, the Municipality, or any government agency or any of their 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. 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.

C. 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 a 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.

D. 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.

44. **NOTICE TO PROCEED**

No work shall be undertaken prior to contract approval by the Contractor and the Municipality and the issuance of Municipality purchase order.

45. **PERMITS AND LICENSES**

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. ***Prior to performing any Work,*** Contractor and all subcontractors must obtain a business license in each Municipality they will work in. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in each Municipalities applicable code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

46. **SAFETY OF PERSONS**

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent

- All ruts, divots and depressions caused by the removal of the tree shall be filled to adjacent grade level before leaving the work site

D. Emergency/Disaster Services

During emergencies, or disaster situations, parkway trees may require immediate removal or pruning to ensure public safety (i.e. tornados, wind storms, severe thunder storms, lightning strikes, etc.). If such conditions exist, the Public Works Director will notify the Contractor that emergency measures are being implemented. Upon notice, the Contractor will provide crews within ninety (90) minutes to the site. When requesting emergency/disaster services the Contractor shall provide, at minimum, a three (3) man crew with one chipper truck, chipper and one aerial truck. In addition, the Contractor may be called upon to provide two log grapple loaders if deemed necessary by the Public Works Director.

The emergency services shall be provided at an hourly rate per man hour and include all labor, equipment and materials needed to perform the work to the satisfaction of the Public Works Director. A separate emergency rate for normal business hours and after business hours for emergency work shall be provided. Normal business hours are considered Monday – Friday 8:00am – 5:00pm. Payment will be made for all hours worked at the site.

E. Travel Time/Trip Charge

In the event that the Contractor is required to respond to an emergency/disaster situation, hours spent traveling to and from the Contractor's location to the Municipality (portal to portal) **shall not be considered billable**. Payment for Emergency/Disaster Services will be made for all hours worked at the site. Invoicing shall only include hours spent at the work site and data that substantiates completion of work during the emergency/disaster, which is required by the Director and is essential for the authorization of payment.

F. Posting of No Parking Signs

The Contractor shall examine the area surrounding the tree(s) to be removed and determine, in sufficient time prior to initiating the work on each removal list, whether temporary 'No-Parking' signs are necessary to allow access to tree(s). The Contractor shall contact the Public Works Director or their appointed designee to obtain the appropriate signage from the Municipality, and the Contractor shall post the signs as necessary. 'No-Parking' signs must be displayed for a minimum of 48 hours prior to enforcement. The Contractor shall remove all signs upon completion of work in that area.

G. Removal Lists and Location of Trees

Trees are inspected by arborists from the Public Works Department. Trees that are identified for removal are placed on a list and marked by each Municipality as follows:

Parkway trees to be removed are painted with an "X";

The list of trees to be removed will be provided electronically to the Contractor, with the location of the trees. Before removal, the Contractor must verify that the tree is both tagged and corresponds accordingly to the removal list issued by the respective Municipality. Tree Removal Lists will containing the street name and numbered address for removal location shall be provided to the Contractor. All parkway tree diameters will be measured at breast height or 4 ½ feet above ground level (see A.- Measurement of Parkway Trees).

Work locations will include, but is not limited to, streets, medians and parks throughout the Municipalities. If there are questions of ownership of a tree, the Contractor shall contact the Public Works Director (or his/her designee) to gain approval prior for removal. **Any tree removed incorrectly will be replaced at the expense of the Contractor.**

For the Village of Hinsdale, all designated Dutch Elm Diseased trees to be removed no more than 10 working days and all other trees will be removed within a 21-day period of when the list is given to the Contractor.

H. Debris Disposal & Clean-up

The Contractor shall clean up each site. This shall include removal and disposal from the site of all debris at the end of each day's operation. NO DEBRIS MAY BE ALLOWED TO REMAIN ON THE PARKWAY OVERNIGHT OR OVER THE WEEKEND WITHOUT THE PRIOR WRITTEN CONSENT FROM THE MUNICIPALITY'S DIRECTOR OF PUBLIC WORKS. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, private lawns and driveways with the appropriate tools for the job.

The Contractor is responsible for the disposal of all debris from a site and restoring the site to its original state prior to the commencement of work.

1. **SCOPE OF WORK**
The Work shall consists of furnishing all labor, materials, equipment, and other incidentals necessary to perform the work as identified herein.

- Section I – Tree Removal
- Section II – Stump Removal
- Section III – Tree Trimming

SECTION I - TREE REMOVAL
The scope of work is for tree removal in addition to providing emergency services for the Village. The Village shall request tree removal on an on-going basis, typically, monthly.

The proposed scope of work will include the following:

- Tree removal and cleanup
- Provide emergency services for tree removal, as needed
- Site cleanup and responsible for disposal of debris as indicated by each Municipality herein

A. Measurement of Parkway Trees
The diameter of trees shall be measured with a standard D-tape at a point 4 ½ feet above the average ground level at the base of the tree. In cases of multi-stemmed trees whose crotch is 4 ½ feet from the ground or lower, measurement shall be taken one (1) foot below the crotch. If a tree becomes multi-stemmed below one foot, the sum of the diameters of the stems measured at 4 ½ feet above the average ground level at the base of the tree shall be the considered the diameter of the tree. If there is soil between the stems, they shall be considered separate trees. Final diameter measurements shall be reported to the nearest inch with rounding up to occur at increments ½ inch and greater (i.e. 12.50-12.99" = 13.0" dbh) and rounding down to occur at increments lower than ½ inch (i.e. 12.01-12.49" = 12.0" dbh).

B. Tree Removal
Tree removal services shall include, but is not limited to the following:

- All removals should be done per the American National Standards Institute Standard ANSI Z-133 (2012), ANSI A300 (2008) or as amended.
- Cut off the tree at four inches above ground and remove all branches below
- The Contractor will comply with all applicable OSHA (OSHA 29 CFR Part 1926) and other applicable federal and state regulations when removing trees.
- The Contractor shall not use the practice of 'flopping' trees.
- All trees shall be 'limbed out' prior to the final cutting of the trunk.
- Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.
- Remove trees and stumps in one area before moving to another area of the Municipality
- All debris collected should be removed immediately and dumped at the designated dumpsite.
- All designated Dutch Elm Diseased trees to be removed no more than 10 working days after receipt of removal and all other trees will be removed within a 21-day period.

C. Site Clean-Up
Site clean-up shall include, but is not limited to the following:

- Cutting and clean-up operations shall be accomplished in such a manner as to not damage other trees, grass or other plant materials. If damage to other trees not designated for takedown occurs, contractor shall re-trim the tree to arborist standards to minimize long-term damage
- All debris should be placed away from the curb and sidewalks to eliminate hazards for the residents of the Municipalities. Also, any other debris that would interfere with mowing is to be removed and properly disposed
- Contractor shall repair divots and ruts created by fallen limbs or equipment with black dirt and grass seed.

of the stump.

SECTION III - REQUESTED TREE PRUNING ("TRIM TICKETS")

This section defines the services required if a Municipality requests tree-pruning work on Public Right-of-Ways, to be completed over a twelve (12) month period from January to December. This section is for additional non-emergency removal and pruning that is not part of the Municipalities' scheduled pruning program. Additional non-emergency tree pruning may be needed throughout the year to address unsafe conditions, overhang onto the sidewalk, resident's requests, and such.

This section also encompasses pricing for emergency tree trimming where parkway trees may require immediate pruning to ensure public safety.

A. Scheduling of Work

The contractor shall respond to all non-emergency requests for non-emergency removal and pruning requests within 24 hours of the request. The request will include street name, address, and description of the work needed.

All requests for services that are scheduled to occur during normal business hours shall be considered non-emergency. Normal working hours are between 7:00 AM and 5:00 PM, Monday through Friday. Non-emergency services that are delayed such that they occur outside of normal business hours shall still be considered non-emergency services.

Requests from a Municipality outside of the normal business hours shall constitute an emergency request. The Contractor shall respond to all emergency requests (including evenings, weekends and holidays) within ninety (90) minutes for all tree removal, stump removal, and tree pruning requests.

B. Pruning Operations

Pruning operations shall include, but are not limited to the following:

1. **Cleaning** – Cleaning shall be conducted and completed before beginning clearance and structural pruning.

   Remove all dead, dying, diseased, interfering, objectionable, and weak branches, located in the canopy, that are one (1) inch in diameter or greater.

   Never remove the swollen expanding branch collar growing around the base of dead, dying branches.

   Any broken, cracked or smashed branches located in the canopy shall be removed or shortened to either a lateral branch that is at least 1/3 the diameter of branch removed or back to the main trunk.

   Suckers and water sprouts located within the canopy of a parkway tree shall not be entirely removed. Instead, one third (1/3) of the sprouts shall be removed, another third (1/3) shall be reduced and the final third (1/3) shall remain.

   At the base of each parkway tree, any dead, dying, diseased, broken branches and watersprouts shall be removed.

2. **Clearance** – Remove branches to obtain an eventual clearance of fourteen (14) feet on the street side of the tree and eight (8) feet on the sidewalk or pedestrian side of the tree. All pruning cuts shall be made with respect to the integrity of each parkway tree. Pruning shall be conducted in a manner that maintains the crown shape and symmetry typical of the species being pruned.
   Remove branches to obtain an eventual clearance of ten (10) feet over buildings, houses and garages.

   In order to achieve proper clearance, encroaching lower branches shall be subordinated to a lateral branch that is at least 1/3 the diameter of branch removed or pruned back to the main trunk.

   Because of weight loads from summer foliage, dormant branches may need to be cleared an additional foot or two above fourteen (14), eight (8) and ten (10) feet respectively in order to achieve necessary clearances.

   Lower branches that meet proper clearance heights and have diameters greater than 1/3 of the trunk's diameter shall not be ignored and instead be reduced in order to slow down growth and reduce competition with the leader. Use reduction cuts and shorten branches to laterals that are at least 1/3 the diameter of the cut branches.

3. **Structural** – The pruning and thinning of branches shall result in an even distribution of secondary and tertiary

Under no circumstances shall the Contractor dispose of any debris from another job or Municipality. The Village will NOT allow disposal of debris at their municipal facilities. Violations could result in termination of this Agreement.

Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including site line obstructions, to motor vehicles and pedestrians. Brush and limbs shall not be stored overhanging any street pavement, driveway or sidewalk. Under NO circumstances shall these materials be allowed to lie on the parkway overnight unless prior approval is received from the Director of Public Works. Violation will result in the assessment of liquidated damages by the Municipality in the amount specified herein.

SECTION II - STUMP REMOVAL

Stump Removal work shall include, but is not limited to the following:

- Stump removal
- Backfilling & Site Clean-up as indicated by each Municipality herein
- Dispose of debris as indicated by each Municipality herein

A. Stump Removal

Stump removal shall include, but is not limited to the following:

- All stumps should be surveyed for underground utilities prior to removal
- Stumps should be ground to a depth of 12" below a line between the back of the curb and the top of the sidewalk or an existing grade as determined by the Public Works Director and, generally, will be considered to be the grade that is consistent with the plane of the parkway outside any mounds or depressions caused by, or adjacent to the tree to make room for future tree planting
- All surface roots within a six (6) foot radius of the center of the stump shall be removed
- All surface roots within three (3) feet of the sidewalk shall be removed
- Woodchips should be immediately removed and disposed of at an appropriate dumpsite (Contractor responsible for disposal)
- All stumps must be removed within thirty (30) business days after the stump removal list has been received.

B. Backfilling & Site Clean-up

Backfilling & site clean-up work shall include, but is not limited to the following:

- Within 48 hours after grinding (removal) the stump and buttress roots, the Contractor shall remove all stump grindings and associated debris from the work site, and complete the backfilling operation.
- The Contractor shall backfill the site with topsoil and seed immediately after removing the stump, unless otherwise directed by the Municipality to lay sod.
- Cutting and clean-up operations shall be accomplished in such a manner as to not damage other trees, grass or other plant materials. If damage to other trees not designated for takedown occurs, contractor shall re-trim the tree to arborist standards to minimize long-term damage
- All debris should be placed away from the curb and sidewalks to eliminate hazards for the residents of the Municipalities. Also, any other debris that would interfere with mowing is to be removed and properly disposed of.
- Disposal of grinding debris generated by work described in this contract shall be the responsibility of the Contractor.
- The Contractor shall supply their own topsoil which has received the prior approval from each municipality.
- The topsoil shall be properly leveled and compacted to ensure a minimum amount of settlement of the backfill material.
- In the event that the topsoil cannot be placed when the stump grinding debris is removed, the disturbed area(s) shall be barricaded off to ensure public safety.
- Stump grindings (woodchips) and debris shall not be used as backfill material.

The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state it existed in prior to the commencement of work. The Villages of Hinsdale will NOT allow disposal of debris at their municipal facilities. Violations could result in termination of this Agreement.

C. Location of Stumps

Stumps that are identified for removal are placed on a list. This list will be provided to the Contractor with the location of the stumps that require removal. The list will include street name, address, and approximate diameter

branches along each corresponding primary branch and not the grouping of branches (lion's tailing) at the tip of a primary branch.

Without leaving large gaps in the canopy, remove all interfering branches, crossing or rubbing branches and any close parallel branches that are competing for similar space within the canopy.

Thinning of the canopy shall not involve the removal of more than 25% of the live foliage at one time for young and medium aged trees.

Pruning shall be conducted in a manner that promotes and maintains a strong central leader through the reduction or removal of competing leaders.

In cases of structurally weak "V" branch unions, located in trees with a dbh greater than 12 inches, the contractor shall contact the Public Works Director to determine mode of action. Species, age, size and condition can affect choice of action. Actions may include: removal of one branch back to the base of included bark, reduction cut on less vigorous branch or the subordination of one branch to a lateral branch.

Remove one branch of all structurally weak "V" branch unions occurring along the main trunk or developing within the tree crown on all trees up to 12 inches dbh. Special attention shall be given to the effects that removal of such branches will have on the ultimate form of the tree.

Crown restoration measures shall be used when pruning a parkway tree that has been severely topped, vandalized or damaged from storms in order to increase tree structure, form and appearance.

4. **Mature Trees** – Thinning of the canopy shall not involve the removal of more than 15% of the live foliage at one time for mature trees, except pruning that reduces the severity of structural defects.

   Remove all dead, dying and diseased branches that are one (1) inch in diameter or greater.

   Majority of pruning cuts shall occur on tertiary and quaternary branches.
   No interior live and healthy branches greater than four (4) inches diameter shall be removed.

   Live and healthy branches that are a 1/3 the diameter of the trunk and greater shall not be removed without approval from the Public Works Director.

5. **Pruning Cuts & Tools** – Each pruning cut shall be made carefully, at the proper location, leaving a smooth surface with no jagged edges or torn bark.

   All final pruning cuts shall be made just to the outside of the "branch collar"; sufficiently close to the trunk or parent limb, without cutting into the branch collar, trunk or leaving a protruding stub.

   This will result in the slow movement of decay, preservation of the branch protection zone and a branch wound that can successfully begin normal callus and woundwood formation.

   When the branch collar is absent, the pruning cut shall be made along a line which bisects the angle between the branch bark ridge and an imaginary line perpendicular to the leader or the branch being removed.

   The face of the branch collar pruning cut or wound area shall be circular in form and not oval.

   "Flush" pruning cuts to the main stem or behind the branch collar are PROHIBITED. Pruning cuts shall be conducted in a manner that results in even wound sides and not "dog ear" ridges on one side or another. Clean pruning cuts shall be made at all times without leaving any stubs.

   All limbs to be removed shall be cut in such a manner so as to prevent any ripping or tearing of the branch or trunk wood, located on the parent or remaining stem.

   All removed branches that are four (4) inches in diameter or greater shall be cut using the three-cut pruning method.

   All cut limbs shall be brought to the ground in such a manner as to prevent any damage to real or personal property, regardless if it is publicly or privately owned.

   Proper tools for pruning shall be used for each cut. Chainsaws shall not be used to remove live branches that

are less than two (2) inches in diameter. Acceptable pruning equipment includes: hand pruners, lopers, hand saws, pole saws and chainsaws.

No person working in a parkway tree shall use spikes or any other footwear which will, in the opinion of the Public Works Director injure the tree.

6. **Emergency Limb Removal Services** – In addition to trimming trees on a per ticket basis, the Municipalities may also need emergency services. The services could include tree trimming services to address any threats to right of way accessibility and overall public safety due to hazardous trees/conditions.

   Upon notice, the Contractor will provide crews within ninety (90) minutes to the site. Provide a 24-hour emergency telephone number to contact a representative in case of emergency. When requesting emergency/disaster services the Contractor shall provide, at minimum, a two (2) man crew with one chipper truck, chipper and one aerial truck per Municipality.

7. **Site Clean-up and Disposal of Debris** – The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state it existed in prior to the commencement of work. No debris can be dumped from any job other than the specified location. The Villages of Winfield, Clarendon Hills and Hinsdale will NOT allow disposal of debris at their municipal facilities.

   The Contractor will be responsible for any tree pruning costs if repairs are needed after completion of requested tree pruning. All debris from trees which may not have been acceptably or sufficiently pruned initially, and which require additional pruning or other work prior to payment, shall be cleaned up and disposed of by the Contractor. In the event of snow, debris must be immediately cleaned up so it does not interfere with Municipal snow plowing operations.

C. Coordination and Reporting

The Contractor must appoint a single point of contact for communications and coordination with the Public Works Director or his/her designee. This individual shall be responsible for arranging work assignments, follow-up monitoring and supervision of work.

The Public Works Director should be notified prior to any work being done via the weekly report. If any changes to this report occur, it is the Contractor's responsibility to notify him/her prior to conducting the work. Also, if traffic will be impacted, notification should be provided to the Municipalities' Police Departments no less than 72 hours prior to work starting. If "No Parking" signs are necessary, the Contractor shall contact the Public Works Director or his/her designee to obtain these signs and post them as needed. Signs must be posted 48 hours prior to enforcement and the Contractor will remove all signs upon completion.

The Contractor shall be responsible for making arrangements with the appropriate utility during the removal of any trees or stumps that may be a hazard. The utility companies should be notified within 72 hours prior to work being conducted. This can be done by calling JULIE at 1-800-892-0123. The Contractor shall be responsible for damage to utilities and shall, at its own expense, restore such property to a condition equal to that in existence prior to the commencement of work, as may be directed by the owners.

A status report indicating the trees worked on the week prior and the trees planned for the current week should be provided to the Public Works Director (or his/her designee) weekly. The weekly report should also indicate any issues that the crews have experienced in the field as well as any work planned that was not accomplished.

D. Equipment & Materials Needed

All equipment and materials needed shall be provided by the Contractor. The equipment and materials include, but are not limited to, the following:

- Aerial Lift
- Wood Chipper
- Log Loader
- Front End Loader
- Semi-trailer
- Dump Truck
- Arrow Board
- Stump Grinder
- Top soil and seed to fill the hole remaining from tree or stump removal

All equipment, parts, or components not specifically mentioned in these specifications and are necessary to

provide a complete tree pruning or tree removal service, shall be furnished by the Contractor. All equipment and vehicles should have the Contractor name located on it, be maintained to provide a clean and mechanically sound image, and be approved by the Municipality. In addition all products must meet applicable federal, state, and local safety standards.

Please include a list of Equipment own with your bid submission.

E. Debris Disposal & Clean-up

The Contractor shall clean up each site. This shall include removal and disposal from the site of all debris at the end of each day's operation. NO DEBRIS MAY BE ALLOWED TO REMAIN ON THE PARKWAY OVERNIGHT OR OVER THE WEEKEND WITHOUT THE PRIOR CONSENT FROM THE DIRECTOR. Site cleanup shall include removal of sawdust, small twigs, chips, leaves, trunks and limbs from the street, curb, parkway, sidewalk, private lawns and driveways with the appropriate tools for the job.

The Contractor is responsible for the disposal of all debris from a site and returning the site to its original state it existed in prior to the commencement of work. No debris can be dumped from any job other than the specified location. The Villages of Winfield, Clarendon Hills and Hinsdale will NOT allow disposal of debris at their municipal facilities.

Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including site line obstructions, to motor vehicles and pedestrians. Brush and limbs cannot be stored overhanging any street pavement, driveway or sidewalk. Under NO circumstances shall these materials be allowed to lie on the parkway overnight unless the Director has granted specific permission. Violation of this will result in the Municipality assessing liquidated damages as specified herein.

1. **Wood and Debris Removal** – Limbs and trunks may be temporarily placed in the parkway areas in such a manner as to eliminate any obstruction, including site line obstructions, to motor vehicles and pedestrians. Brush and limbs cannot be stored overhanging any street pavement, driveway or sidewalk. Under NO circumstances shall these materials be allowed to lie on the parkway overnight unless the Director has granted specific permission. Violation of this will result in the Municipality assessing liquidated damages as specified herein.

   Any ash debris disposed most adhere to all regulations of the Illinois Department of Agriculture (IDOA) and under the Emerald Ash Borer Compliance Agreement; applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer (Agrilus planipennis) pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

   Any walnut debris disposed must adhere to all regulations of the Illinois Department of Agriculture (IDA) and under the Thousand Cankers Disease Compliance Agreement; applicable to State of Illinois External Regulations on Juglans spp. products with regards to Thousand Cankers Disease Complex (Geosmithia morbida and Pityopthourus judlandis), pursuant to the Insect and Plant Pest Disease Act (505 Illinois Compiled Statutes 90/1 et.seq).

   With the exception of ash and walnut debris, the Contractor can choose to take the debris if desired.

F. Safety Standards

In performance of this contract, the Contractor will comply with all applicable Federal, State and local laws and regulations, including the following:

1. All equipment to be used and all work to be performed must be in full compliance with the most current revision of the American National Standards Institute Standard, ANSI Z-133.1 (2006), and ANSI A300 (2008) or as amended.

2. Proper flag people, warning signs, barricades, and /or other protective devices must be provided by the Contractor. Traffic control shall be in compliance with the Manual of Uniform Traffic Control Devices and IDOT Standard Specifications, Sec. 900. Yellow flashing lights mounted on a vehicle shall not be deemed as sufficient or adequate protection. Questions of sufficiency shall be resolved to the satisfaction of the Public Works Director.

3. During activity along municipal streets, the Contractor shall have the responsibility to block the street at each intersection, using proper signage and barricades to prevent any motorized vehicle from entering. The Contractor shall have the responsibility of notifying the Public Works Director and both the Municipality's Police and Fire Departments prior to closure of any municipal street. When pruning trees along State or County

Roadways, the Contractor must obtain any applicable permits from the appropriate authority. Normally, the road cannot be completely blocked off.

4. During pruning operations, sidewalks shall be properly barricaded and closed to the satisfaction of the Public Works Director. More importantly, within school zone areas and other areas where many children are present, such as around day camps or day care, pruning shall not take place during normal commuting hours. Tree pruning shall be scheduled to minimize and avoid contact with large numbers of children walking to and from school, summer camps or day care. The Public Works Director shall provide the Contractor with appropriate information regarding the areas and times of these activities.

G. Damage & Protection of Public & Private Property

The Contractor is responsible for any damage to public or private property caused by the Contractor's operation. Due to the nature of the work, and the likelihood that claims of damage may arise, the Contractor is also responsible for documenting the conditions of the work site, including public and private property, prior to commencing work. The Contractor shall notify the Village Manager or their designee of any damage that exists prior to beginning work.

The Contractor shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property. The Contractor's vehicles shall be located on the paved surface of the public street and will not use private driveways or block any public sidewalk. The Contractor will be responsible to repair or replace any pavement of sidewalk broken or damaged as a result of work operations. Holes made in lawns, regardless of size, shall be filled with black dirt. To eliminate the possibility of creating ruts, the contractor shall use 3/4" thick or thicker plywood under tires of any equipment driven on the parkway. The Village Manager or their designee shall have final determination of necessary restoration. Equipment shall not enter private property unless the property owner consents or the Village has obtained signed Right-of-Entry release forms for the required removal. Vegetation surrounding a tree marked for removal shall be disturbed as little as possible.

The Contractor shall resolve any claims for damage with the property owner within 10 days after the damage occurs. Should the damage not be rectified within the timeframe agreed upon or to the satisfaction of the property owner and the Village, the Village reserves the right to repair or replace that which was damaged and deduct this cost from any payment due to the Contractor. In addition, the Village reserves the right to repair/replace any pavement surface or sidewalk damage caused by the Contractor and deduct those costs from any payment due to the Contractor.

H. Compliance Agreements – Illinois Department of Agriculture

1. **Emerald Ash Borer (EAB)**

Any ash debris disposal must adhere to all regulations set forth by the Illinois Department of Agriculture (IDOA) and under the EAB Emerald Ash Borer Compliance Agreement; applicable to State or Federal Cooperative Domestic Quarantines for the Emerald Ash Borer (Agrilus planipennis) pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.).

The Contractor shall furnish a copy of signed IDOA EAB Compliance Agreement to the Municipalities, following all provisions pertaining to the proper disposal of ash debris and movement of IDOA defined regulated articles within quarantine zones. The Contractor shall abide by any modifications to IDOA EAB regulations, including the Compliance Agreement and quarantine zones.

All EAB infested ash wood and debris shall be removed from the Municipalities and shall become the Contractor's responsibility to ensure destruction of the infested wood in accordance with the State statutes and local ordinances. Each ash tree shall be considered infested and disposed of accordingly. Under NO circumstances shall logs from ash trees be left for homeowners.

2. **Thousand Cankers Disease**

Any handing of walnut (Juglans spp.) tree material must adhere to all regulations set forth by the Illinois Department of Agriculture (IDA) under the Thousand Cankers Disease Compliance Agreement; applicable to State of Illinois External Regulations on Juglans spp. products with regards to Thousand Cankers Disease Complex (Geosmithia morbida and Pityopthourus judlandis), pursuant to the Insect and Plant Pest Disease Act (505 Illinois Compiled Statutes 90/1 et.seq).

The Contractor shall furnish a copy of signed IDA Thousand Cankers Disease Compliance Agreement to the Municipalities, following all provisions as set forth. The Contractor shall abide by any modifications to IDA Thousand Cankers Disease regulations, including the Compliance Agreement and any state and/or federal quarantine zones established.

All walnut tree material shall be removed from the Municipalities and shall become the Contractor's responsibility to ensure handling of tree materials adheres to State statutes and local ordinances. Any walnut materials that appear suspect of TCD infestation shall be reported to the Department of Agriculture. Under NO circumstances shall unprocessed woody material from walnut trees be left for homeowners.

1. APPROXIMATE QUANTITIES

Table 1. Estimated Annual Quantities for Tree Removal (Based on 3 Year Averages)

	Hinsdale
Tree Removal	
1–11"	0
12-18"	3
19-26"	39
27-36"	41
37"+	12
TOTAL	**95**
Stump Removal	
1–11"	3
12-18"	81
19-26"	55
27-36"	100
37"+	15
TOTAL	**254**
Trim Tickets	
1–11"	0
12-18"	0
19-26"	0
27-36"	0
37"+	0
TOTAL	**0**

Table 2. Approximate Inventory of Trees

	Hinsdale
Total Tree Population	
1–11"	4,859
12-18"	4,336
19-26"	3,012
27-36"	1,583
37"+	392
TOTAL	**14,182**
Ash Tree Population	
1–11"	432
12-18"	549
19-26"	333
27-36"	124
37"+	20
TOTAL	**1468**
American Elm Tree Population	
1–11"	45
12-18"	75
19-26"	353
27-36"	681
37"+	153
TOTAL	**1307**

VILLAGE OF HINSDALE

CONTRACT 1557

This agreement is made this 1st day of May, 2014, between and shall be binding upon the Village of Hinsdale, an Illinois Municipal Corporation hereinafter referred to as the "Village" and Homer Tree Care, Inc. hereinafter referred to as the "Contractor" and its successors. Witnessed, that in consideration of the mutual promises of both parties delineated in the contract documents, the CONTRACTOR agrees to perform the services, and the VILLAGE agrees to pay for the following services as set forth in the contract documents.

The proposed work is officially known as "TREE MAINTENANCE SERVICES" and all further described in the contract documents.

This contract shall embrace and include the entire applicable documents as shown in **Contract No. 1557 for Tree Maintenance Services**.

1. The Village agrees to pay, and the Contractor agrees to accept as full payment such as delineated in accordance with the General Provisions.
2. The Contractor shall commence work under this contract upon written Notice to Proceed from the Village
3. This Contract represents the entire Agreement between the parties and may not be modified without written approval of both parties.

IN WITNESS WHEREOF, the Village of Hinsdale, Illinois by Kathleen A. Gargano, Village Manager, and the Contractor have hereunto set their hands this 1st day of May, 2014.

If and individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Attest/Witness:

By: _____

Title: Ronald Reposh, Secretary

Homer Tree Care Inc

By: _____

Title: Richard Reposh, President

Attest/Witness:

By: _____

Title: Village Clerk

VILLAGE OF HINSDALE

By: _____

Kathleen A. Gargano
Village Manager

2. **VILLAGE OF HINSDALE**
Project Manager and Contact Information: John Finnell, Village Forester, jfinnell@villageofhinsdale.org, 630 789-7043.

Hours: All maintenance, tree removal and tree pruning services shall be provided between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; however, when given prior approval by the Director (at least 48 hours prior to commencing work) pruning operations may also occur on Saturdays between the hours of 9 a.m. and 6 p.m. No work is to be performed on Sunday or the holidays listed below. Except in an emergency, work at all other times is not permitted unless authorized by the Director.

The Contractor will observe holidays in accordance with the Village's official holiday schedule. The current holiday schedule, which is subject to change by the Village, is as follows:

New Year's Day (January 1)
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day (December 25)

The Director reserves the right to determine where and when the Contractor can work if it is determined that the work will result in unsafe conditions. For example, working near a school before school begins in the morning or after school ends in the afternoon. In cases such as these, it may be agreed upon by the Director and the Contractor to schedule work at specific times in order to alleviate safety concerns.

Equipment Storage: The Village may allow the Contractor to store equipment at the Public Works Service Center at 225 Symonds Drive, Hinsdale. The Contractor must receive approval from the Director or his/her designee prior to disposal of debris at the facility.

Executed In Triplicate

Bond Number: 929295111

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Homer Tree Care, Inc.

(Name of Corporation)

14000 Archer Avenue., Lockport, IL 60441

(Address of Corporation)

A Corporation hereinafter called Principal and

(Corporation, Partnership, or Individual)

Western Surety Company

(Name of Surety)

801 Warrenville Road., Lisle, IL 60532

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

Village of Hinsdale

(Name of Owner)

19 East Chicago Avenue., Hinsdale, IL 60521

(Address of Owner)

Hereinafter called OWNER, in the penal sum of: Ninety One Thousand Four Hundred Two & 00/100 $(91,402.00)

In lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 29th day of April, 2014 a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the VILLAGE, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the VILLAGE from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the VILLAGE all outlay and expense which the VILLAGE may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the VILLAGE and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original and this the 23rd day of May, 2014.

ATTEST:

Homer Tree Care, Inc.

By: _____

(SEAL)

Richard Reposh, President

Homer Tree Care, Inc.

Western Surety Company

ATTEST:
See Attached Jurat

By: _____

(SEAL)

Rene' Roulo, Attorney-In-Fact

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

STATE OF ILLINOIS
COUNTY OF COOK

I, **John J. Naso Jr.**, a Notary Public in and for the state and county aforesaid, do hereby certify that **Rene' Roulo** of Orland Park, Illinois who is personally known to me, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act as Attorney-in-Fact of the **Western Surety Company,** and as the free and voluntary act of the **Western Surety Company,** for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of May , A.D. 2014.

My commission expires December 13, 2017.
NOTARIAL JURAT

Notary Public

"OFFICIAL SEAL"
JOHN J. NASO, JR.
Notary Public, State of Illinois
My Commission Expires 12/13/2017

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John J Naso Jr, Kristan F Retusnic, Rene Roulo, Pamela S Higginbotham, Individually

of Orland Park, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of October, 2012.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 26th day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of May, 2014.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

CONTRACTOR'S CERTIFICATION

Richard Reposh, having been first duly sworn depose and states as follows:

1. Homer Tree Care, Inc., in signing this contract for **Tree Maintenance Services** to the Village of Hinsdale, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. Homer Tree Care, Inc., is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

   a. it is contesting its liability for the tax or the amount of the tax in accordance with the procedures established by the approved Revenue Act; or
   b. it has entered into an agreement with the Department of Revenue for the payment of all taxes a due and is currently in compliance with that agreement.

By: _____
Authorized Agent of Contractor

Subscribed and sworn before me this 1st day of May 2014.

_____
Notary Public:

Sheryl A. Leslie

OFFICIAL SEAL
SHERYL A LESLIE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/22/15

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

The undersigned is an authorized representative of **Homer Tree Care, Inc,** and certifies that they will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

1. Publishing a statement:
   a. Notifying employees that unlawful manufacture, distributing, dispensation possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.
   b. Specifying the actions that will be taken against employees for violations of such prohibition.
   c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      - Abide by the terms of the statement; and
      - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
2. Establishing a drug free awareness program to inform employees about:
   a. the dangers of drug abuse in the workplace;
   b. the grantee's or CONTRACTOR'S policy of maintaining drug free workplace;
   c. any available drug counseling, rehabilitation, and employee assistance program; and
   d. The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfaction participation in drug assistance or rehabilitation
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 in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
8. Failure to abide by this certification shall subject the CONTRACTOR to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

Signed: _____

Richard Reposh

Subscribed and sworn before me this 1st day of May 2014.

Notary Public:

_____

Sheryl A. Leslie

OFFICIAL SEAL
SHERYL A LESLIE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/22/15

NATIONAL SECURITY/USA PATRIOT ACT

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, CONTRACTOR represents and warrants to the Village of Hinsdale 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. CONTRACTOR further represents and warrants to the Village of Hinsdale that CONTRACTOR 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 Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. CONTRACTOR hereby agrees to defend, indemnify and hold harmless the Village of Hinsdale, its Corporate Authorities, and all Village of Hinsdale elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

CONTRACTOR further represents and warrants it is not 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 that CONTRACTOR is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the Village of Hinsdale, its Corporate Authorities, and all Village of Hinsdale elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

Homer Tree Care, Inc.
CONTRACTOR

May 1, 2014
DATE

7h

April 7, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading - EPS	ORIGINATING DEPARTMENT Public Services
ITEM Renew Elm Tree Inoculations Contract	**APPROVED** George Peluso

In the proposed Fiscal Year 2015-2016 budget, there is a total of $118,088 budgeted in the Public Services Department line item 2203-7320 to contract chemical treatments for the prevention of Dutch Elm disease in American Elms.

This will be the second year of the contract bid through the "Municipal Purchase Initiative" for chemical treatments of elm trees. As part of the bid specifications, the Municipalities reserved the ability to award the contract in whole or in sections dependent on the best interests of the Municipality. This contract provides for no increase in cost, and staff is satisfied with the work provided by the contractors.

Public Services staff is recommending that the Village Board renew the contract for the service of Elm Tree Inoculations to Balanced Environments, Inc. in the comparison bid amount of $10.49 per diameter inch, not to exceed the proposed budgeted amount of $118,088.

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

MOTION: **To award year two of contract for elm inoculations to Balanced Environments, Inc. in the bid price of $10.49 per inch not to exceed the proposed budgeted amount of $118,088**

Approval	Approval	Approval	Approval	Manager's Approval

COMMITTEE ACTION:

BOARD ACTION:

MAY 08 2014

VILLAGE OF HINSDALE FOUNDED IN 1873

CONTRACT 1551

ELM AND ASH TREATMENTS

ELM INOCULATION SERVICES

VILLAGE OF HINSDALE
19 EAST CHICAGO AVENUE
HINSDALE, IL 60521
(630) 789-7043

GENERAL TERMS AND CONDITIONS

1. **INTENT**
It is the intent of the Village of Hinsdale ("Village"), to enter into agreement with Balanced Environments, Inc ("Contractor") for Elm Inoculation Services on public right-of-ways.

Bidder further understands and agrees to offer their bid price (cost per diameter inch) to any interested Village of Hinsdale resident who wishes to treat a tree on their private property.

2. **VOLUME/ESTIMATED QUANTITY**
The volumes identified herein are estimated quantities. The Village does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Village's requirements whether more or less than the estimated amount.

The Village reserves the right to increase and/or decrease quantities, add or delete locations, whatever is deemed to be in the best interest of the Village.

3. **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.

4. **DISCREPANCIES**
In all cases of discrepancies between the drawings and specifications, the municipality's Purchasing Manager shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings, if applicable. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the owner or their designee, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

5. **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.

6. **FIELD MODIFICATIONS**
A field modification is written by the owner or his designee to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be compiled with, but under protest.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Village, the right is reserved to reject such bid at the discretion of the Village.

7. **TERM**

I. ELM TREATMENTS –

Type	Ave. Tree Diameter (dbh)	Estimated #of Trees	Estimated Total Diameter	Unit Price per Inch[1]	Extended Total
Elm Treatments	26"	500	13000	$ 10.49	$136,370
				TOTAL	$136,370

[1] *Unit Price includes all equipment, materials and personnel cost.*

Average Number of Trees Bidder is Proposing to Inject per Week: 59

Bidder understands that the quantity shown above is an estimate only, and that Municipalities reserve the right to increase or decrease these quantities.

Bidder further understands and agrees to offer their bid price (cost per diameter inch) to any interested Village of Hinsdale resident who wishes to treat a tree on their private property.

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

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

Contractor agrees that with respect to the above required insurance:

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

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.

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

The Village 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.

A **Certificate of Insurance** that states that **the Village** 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 reference policy number_____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."**

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Municipalities may purchase such insurance coverages and charge the expense thereof to the Contractor.

11. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Municipalities of the 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 project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the 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.

12. CHANGE IN STATUS

The Contractor shall notify the Village of Hinsdale and each Municipality immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village of Hinsdale and each Municipality shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

13. CHANGE ORDERS

The term of this Agreement shall be two (2) years from the date of award. The Village reserves the right to renew this contract for three (3) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement.

For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%) or CPI of the Chicago-Gary-Kenosha Index, whichever is less. Written requests for price revisions after the initial period shall be submitted at least ninety (90) days in advance of the annual contract period.

Requests must be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead, or profit.

The Village reserves the right to reject a proposed price increase and terminate the agreement.

At the end of any subsequent contract term, the Village reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

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

The Village reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

8. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail or apparent omission from a 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 to be used.

9. **ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)**

In the event of the Contractor's non-compliance with the provisions 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.

10. **INSURANCE**

The Contractor shall maintain for the duration of the contract, including warranty period, 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:

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.

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.

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;

The Owner believes 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 Village of Hinsdale prior to execution.

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

In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.

The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.

Detailed written Requests for Change Orders must be submitted to the Owner's Representative on the form provided by the Owner. (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.

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.

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

14. INVOICES AND PAYMENTS

The Contractor shall provide invoices for each service that it undertakes for the Village. The Contractor shall be responsible for paying its subcontractors.

The Contractor shall submit invoices detailing the services the Contractor provided. The Village shall only pay for quantities it used or ordered. Quantities may be adjusted up or down based on the needs of each Municipality. The Village shall make payments in accordance with the Local Government Prompt Payment Act.

The Contractor shall submit an invoice for each Tree Removal Tree Stump Removal and Tree Pruning List. The invoice shall include the work performed for the corresponding list and must be supported with copies of all work site locations specific to the list. The Contractor shall not submit invoices prior to completion of work, and the Village will not authorize payment (including partial or pre-payments) for incomplete work. Invoices shall include charges for work orders depicted on each list.

No payment, final or otherwise, shall release the Contractor from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to:

Village of Hinsdale
Director of Public Works
19 E Chicago Avenue
Hinsdale, IL 60521

31. **PRECEDENCE**

Where there appears to be variances or conflict General Terms & Conditions, The Invitation for Bids, General Terms & Specifications and the Contractor's Bid Response.

available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

44. **NOTICE TO PROCEED**
No work shall be undertaken prior to contract approval by the Contractor and the Municipality and the issuance of Municipality purchase order.

45. **PERMITS AND LICENSES**

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. ***Prior to performing any Work,*** Contractor and all subcontractors must obtain a business license in each Municipality they will work in. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in each Municipalities applicable code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

46. **SAFETY OF PERSONS**
Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

47. **ADDITIONAL SAFETY STANDARDS**
The Contractor shall perform all work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois.

Any hazardous work practice(s) being conducted as determined by the Manager shall be immediately discontinued by the Contractor upon receipt of either written or verbal notice by the Manager to discontinue such practice(s). The Contractor shall not continue any work which it considers dangerous and shall immediately notify the Manager if such is the case.

OSHA STANDARDS
Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Municipality must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

48. **PREVAILING WAGE ACT**
This contract is not covered by the Prevailing Wage Act

52. **NATIONAL SECURITY/PATRIOT ACT**

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

32. **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 the Circuit Court of DuPage County, State of Illinois for the Municipalities whose offices are in DuPage County and in the Circuit Court of Cook County, Illinois for Municipalities whose offices are in Cook County.

33. **NON-ENFORCEMENT BY THE VILLAGE**

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Municipalities, 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.

34. **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 Municipalities.

35. **TERMINATION**

The Municipalities reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating 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.

36. **NON APPROPRIATIONS**

The Municipalities reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by either the Village Board of Trustees or City Council of the affected Municipality.

37. **CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) AND UNCONTAMINATED SOIL**

The Contractor must comply with the requirements of Section 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act (415 ILCS5/22.51(f)26(B) and 415 ILCS5/22.51a(d)(2)(B)) for the disposal of uncontaminated soils including uncontaminated soil mixed with other clean construction or demolition debris (CCDD)

43. **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 Auditor General, the Municipality, or any government agency or any of their 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. 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.

C. 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 a 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.

D. 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

SUPPLEMENTARY TERMS AND CONDITIONS

1. **SCOPE OF WORK**

The Work shall consists of furnishing all labor, materials, equipment, and other incidentals necessary to perform the work as identified herein. Bids should be comprehensive for each area of work:

- **Elm Treatments**

The scope of work of this project is to treat public elm trees with a fungicide to prevent Dutch elm disease in the participating Municipalities. Three-year control is sought. Macro-injection of the fungicide Arbotect 20-S is specified.

The Contractor shall provide all labor, supervision, supplies, tools, equipment and other means necessary or proper for performing and completing the work, and shall obtain any and all required permits. The Contractor shall also be responsible for cleaning up each job site and shall repair or restore all structures and property that is damaged or disturbed during the performance of the work to the satisfaction of the Municipality. Any and all damage must be reported on a daily basis to the Public Services Director or his designee.

A. Fungicide Operation

The specified fungicide is Arbotect 20-S by MSD Agver.

The contractor will be required to supply all equipment and supplies incidental to injections with "Arbortect 20-S" in the manner set forth on the label as specified for a three-year preventative treatment. The required Arbortect amount will be 12 ounces per 5 inches of Diameter at Breast Height (DBH). This mixture will be diluted at the rate of 2 ounces of Arbortect 20-S into one gallon of clean water. Injection tees should fit into holes between 7/32 and 9/32 of an inch in diameter, with the holes drilled into the root flares no more than one inch deep, using drill stops at one inch, and using the calculated length as per manufacturer's procedures. All holes drilled for injection sites will be drilled with a sharp, high helix drill bit, and will be eight to ten inches below the top of the root flare. Drill bits are to be replaced as required (a minimum of every 10 trees) to prevent cauterization of wounds and minimize injury to the tree during drilling. Excavate all sod and soil from the base of the tree, finishing with a brush to the drill sites to prevent excessive dulling of drill bits. The excavated area should extend up to one foot from the base of the tree, and may be 8 to12 inches deep depending upon the accessibility of the root flares.

The project is to be completed under the direction of the Village Forester, or his designee, and the viability of all Arbortect 20-S fungicide used and the method of performing the work shall at all times be subject to review of the Village Forester or his designee. The Village Forester or his designee shall have the authority to decide questions which arise to quality and acceptability of materials furnished and work performed. Injection shall follow current manufacturer's instructions. Injection into root flares must be accompanied by sufficient volume of water to provide thorough distribution of chemical in the crown.

At the end of each workday, street and sidewalk areas shall be cleaned and swept presenting no hazards or obstructions to traffic and/or pedestrians.

During operations proper signs and barricades shall be used on streets and sidewalks to warn and protect the public against hazards. State of Illinois Traffic Control Standards shall be met where applicable. Streets shall not be blocked to traffic unless absolutely necessary and then only after advance notification to the Police and Fire Departments and the Department of Public Services. It is the responsibility of the contractor to place signs and barricades early enough each day to provide sufficient working area for that period of time.

A record of working days will be maintained by the Village Forester.

B. Inspections

All work shall be inspected by the Village Forester and/or his authorized representative(s) periodically. Reports of such inspections shall be maintained in the Public Services Department.

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.

Work progress will be discussed with the contractor or his representative as work progresses. Any non-adherence to specifications will be brought to the contractor's attention and compliance shall be verbally and/or in writing.

C. Other Conditions

At various times throughout the contract samples of the Arbortect 20-S and water mixture will be taken and sent for laboratory analysis to ensure adherence to manufacturer's label rates. This will be at no cost to the contractor; however the analysis will be used to ensure acceptability of materials and work performed,

REPORTS REQUIRED

The Public Services Department, Village Forester shall be notified every morning by calling 789-7043 regarding the location of work to be performed that day.

On a weekly basis, a written report shall be filed by the contractor with the Village Forester listing locations and numbers of trees injected.

D. Damage To Private Property

Any damage of private property caused by the Contractor's operation shall be resolved with the property owner within 10 (ten) days after damage occurs.

If, in the opinion of the Village, the damage caused is the responsibility of the contractor and a resolution is not met with the property owner within the specified time limit, the Village may cause the damage to be repaired. Such damage costs shall be deducted from payment due the contractor.

E. Time of Completion

Work shall **commence no later than June 2, 2014** or per the discretion of the Public Services Director. All work shall be **completed by July 31, 2014.**

F. Hours of Operation

All work performed by the contractor shall be confined between 8:00 A.M. and 6:00 P.M. Monday – Friday. No work shall be performed on weekends or holidays.

G. Documents Provided by Successful Bidder

Before beginning any work, successful bidder will provide to the Director of Public Services copies of pesticide applicators / operators licenses.

H. Supervision and Assignment of Work

The contractor shall, at all times, have a competent person in charge of the job, fluent in English, to whom the Village Forester may issue a directive.

All work performed under the contract shall be completed by the contractor that submitted the bid. No work shall be assigned by the contractor to an affiliate or subcontractor.

All work performed under the contract shall be completed by the contractor that submitted the bid. No work shall be assigned by the contractor to an affiliate or subcontractor.

I. Basis of Payment

The contractor shall be paid for the work described herein at unit price per tree, which shall be paid in full for work performed.

Partial payment shall be made to the contractor on a monthly basis as work progresses. However, no payment shall be made to the contractor unless a unit of work is completed to the satisfaction of the Village Forester and in accordance with these specifications and accepted arboricultural practices.

J. Assignment of Contract

Bidder further understands and agrees to offer their bid price (cost per diameter inch) to any interested Municipality resident who wishes to treat a tree on their private property.

APPENDIX A - MUNICIPAL INFORMATION

1. APPROXIMATE QUANTITIES

	Hinsdale
Elm Treatments	
1–11"	0
12-18"	13
19-26"	163
27-36"	235
37"+	56
TOTAL	**467**

2. VILLAGE OF HINSDALE

Project Manager and Contact Information: John Finnell, Village Forester, jfinnell@villageofhinsdale.org, 630 789-7043.

Hours: All maintenance, tree removal and tree pruning services shall be provided between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday; however, when given prior approval by the Director (at least 48 hours prior to commencing work) pruning operations may also occur on Saturdays between the hours of 9 a.m. and 6 p.m. No work is to be performed on Sunday or the holidays listed below. Except in an emergency, work at all other times is not permitted unless authorized by the Director.

The Contractor will observe holidays in accordance with the Village's official holiday schedule. The current holiday schedule, which is subject to change by the Village, is as follows:

New Year's Day (January 1)
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day (December 25)

The Director reserves the right to determine where and when the Contractor can work if it is determined that the work will result in unsafe conditions. For example, working near a school before school begins in the morning or after school ends in the afternoon. In cases such as these, it may be agreed upon by the Director and the Contractor to schedule work at specific times in order to alleviate safety concerns.

Equipment Storage: The Village may allow the Contractor to store equipment at the Public Works Service Center at 225 Symonds Drive, Hinsdale. The Contractor must receive approval from the Director or his/her designee prior to disposal of debris at the facility.

VILLAGE OF HINSDALE

CONTRACT 1551

This agreement is made this 07th day of May, 2014, between and shall be binding upon the Village of Hinsdale, an Illinois Municipal Corporation hereinafter referred to as the "Village" and Balanced Environments, Inc. hereinafter referred to as the "Contractor" and its successors. Witnessed, that in consideration of the mutual promises of both parties delineated in the contract documents, the CONTRACTOR agrees to perform the services, and the VILLAGE agrees to pay for the following services as set forth in the contract documents.

The proposed work is officially known as "Elm and Ash Treatments – Elm Inoculation Services" and all further described in the contract documents.

This contract shall embrace and include the entire applicable documents as shown in **Contract No. 1551 for "Elm and Ash Treatments – Elm Inoculation Services"**

1. The Village agrees to pay, and the Contractor agrees to accept as full payment such as delineated in accordance with the General Provisions.
2. The Contractor shall commence work under this contract upon written Notice to Proceed from the Village
3. This Contract represents the entire Agreement between the parties and may not be modified without written approval of both parties.

IN WITNESS WHEREOF, the Village of Hinsdale, Illinois by Kathleen A. Gargano, Village Manager, and the Contractor have hereunto set their hands this ____ day of _____, 2014.

If and individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Attest/Witness:

By: Stephanie Borchardt

Title: Office Manager

Balanced Environments, Inc

By: Jim A Olson

Title: PRESIDENT

Attest/Witness:

By: Christine M. Burton

Title: Village Clerk

VILLAGE OF HINSDALE

By: Kathleen A. Gargano

Kathleen A. Gargano
Village Manager

OFFICIAL SEAL
STEPHANIE M BORCHARDT
Notary Public – State of Illinois
My Commission Expires October 04, 2017

CONTRACTOR'S CERTIFICATION

BRUCE A. CHURCH, having been first duly sworn depose and states as follows:

1. BALANCED ENVIRONMENTS, INC., in signing this contract for **Elm and Ash Treatments – Elm Inoculation Services** to the Village of Hinsdale, hereby certifies that said Contractor has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. BALANCED ENVIRONMENTS, INC., is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

   a. it is contesting its liability for the tax or the amount of the tax in accordance with the procedures established by the approved Revenue Act; or
   b. it has entered into an agreement with the Department of Revenue for the payment of all taxes a due and is currently in compliance with that agreement.

By: Bruce A Church PRES.
Authorized Agent of Contractor

Subscribed and sworn before me this 14th day of May 2014.

Tina L Rosselli
Notary Public:

TINA L ROSSELLI
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
January 08, 2018

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

The undersigned is an authorized representative of **Balanced Environments, Inc,** and certifies that they will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; the undersigned Contractor hereby certifies to the contracting agency that it will provide a drug-free workplace by:

1. Publishing a statement:
   a. Notifying employees that unlawful manufacture, distributing, dispensation possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's of Contractor's workplace.
   b. Specifying the actions that will be taken against employees for violations of such prohibition.
   c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      - Abide by the terms of the statement; and
      - Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
2. Establishing a drug free awareness program to inform employees about:
   a. the dangers of drug abuse in the workplace;
   b. the grantee's or CONTRACTOR'S policy of maintaining drug free workplace;
   c. any available drug counseling, rehabilitation, and employee assistance program; and
   d. The penalties that may be imposed upon employees for drug violations.
3. Making it a requirement to give a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting agency within 10 days after receiving notice under part (B) of paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfaction participation in drug assistance or rehabilitation
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 in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of this Section.
8. Failure to abide by this certification shall subject the CONTRACTOR to the penalties provided in Section 6 (30 ILCS 580/6) of the Act.

Signed: _____ PRES.

Subscribed and sworn before me this 14th day of May 2014.

Notary Public: _____

TINA L ROSSELLI
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
January 08, 2018

MAY 12 2014

PERFORMANCE BOND

Bond #2145986

KNOW ALL MEN BY THESE PRESENTS: that

Balanced Environments Inc.

(Name of Corporation)

17950 W. Route 173, Suite B, Old Mill Creek, IL 60083

(Address of Corporation)

A Corporation hereinafter called Principal and

(Corporation, Partnership, or Individual)

West Bend Mutual

(Name of Surety)

8401 Greenway Blvd. Suite 1100, Middleton, WI 53562

(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

Village of Hinsdale

(Name of Owner)

19 E. Chicago Ave., Hinsdale, IL 60521

(Address of Owner)

One hundred thirty six thousand three hundred seventy and no/100.

Hereinafter called OWNER, in the penal sum of: $ 136,370.00----------

In lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 12th day of May, 2014 a copy of which is hereto attached and made a part hereof for the construction of: Elm and ash treatments at various locations.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the VILLAGE, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the VILLAGE from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the VILLAGE all outlay and expense which the VILLAGE may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed hereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the VILLAGE and the CONTRACTOR shall abridge

NATIONAL SECURITY/USA PATRIOT ACT

NATIONAL SECURITY/USA PATRIOT ACT

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, CONTRACTOR represents and warrants to the Village of Hinsdale 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. CONTRACTOR further represents and warrants to the Village of Hinsdale that CONTRACTOR 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 Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. CONTRACTOR hereby agrees to defend, indemnify and hold harmless the Village of Hinsdale, its Corporate Authorities, and all Village of Hinsdale elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

CONTRACTOR further represents and warrants it is not 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 that CONTRACTOR is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the Village of Hinsdale, its Corporate Authorities, and all Village of Hinsdale elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

CONTRACTOR

5-14-14
DATE

the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original and this the 13th day of May, 2014.

ATTEST:

(SEAL)

By: Balanced Environments Inc.

BRUCE A. CHURCH

ATTEST:

(SEAL)

By: West Bend Mutual

Kerry Parmenter
Attorney-in-Fact

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

WEST BEND
A MUTUAL INSURANCE COMPANY*

2145986

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

KERRY PARMENTER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Four Hundred Thousand Dollars ($400,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest James J. Pauly

James J. Pauly
Secretary

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JOHN F. DUWELL ★ NOTARY PUBLIC ★ STATE OF WISCONSIN

John F. Duwell

John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 13th day of May, 2013

WEST BEND MUTUAL INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS.

Dale J. Kent
Executive Vice President -
Chief Financial Officer

NOTICE: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company

8401 Greenway Blvd. Suite 1100 | P.O. Box 620976 | Middleton, WI 53562 | ph (608) 410-3410 | www.thesilverlining.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kerry Parmenter
Crissie Insurance Group 1700 Higgins Road Suite 320 Des Plaines IL 60018-4221	PHONE (A/C, No, Ext): (847)296-0655 FAX (A/C, No): (847)297-7779 E-MAIL ADDRESS: parmenterk@crissieinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Fire Ins of Hartford	20478
INSURER B: The Continental Ins. Co.	35289
INSURER C: Continental Casualty Company	20443
INSURER D: Insurance Company of the West	27487
INSURER E: Mt Hawley Insurance Company	37974
INSURER F:	

INSURED
Balanced Environments Inc.
17950 W Route 173
Suite B
Old Mill Creek IL 60083

COVERAGES **CERTIFICATE NUMBER:** 2014-2015 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			5090846605	1/1/2014	1/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			5090846619	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist combined	$ 1,000,000 $ $ $ $ 1,000,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5090846622	1/1/2014	1/1/2015	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WIL502072702	3/1/2014	3/1/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pesticied Herbicide			5090846605	1/1/2014	1/1/2015	$100,000 per occ.	$500,000 agg
E	Excess Umbrella			MXU0417562	1/1/2014	1/1/2015	$5,000,000 each occurrence	Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Village of Hinsdale and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives are additional insured as it pertains to general liability on a primary noncontributory basis per form G140331D 01/13 abd auto liability coverage for the duration of the contract term.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony F Crissie/KSP

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DATE: April 7, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading - EPS	**ORIGINATING DEPARTMENT** Administration
ITEM	Kathleen A. Gargano **APPROVAL** Village Manager

As part of the changes to meeting procedures earlier this year where, instead of Committees meeting there would be a Committee of the Whole convened as needed, the Board recognized certain changes to the Village Code would need to be made with respect to the duties of tree review. The municipal code currently designates the Environment and Public Services Committee (EPS) as the tree board. Moving forward, a separate board will be created to address resident issues with trees, with the same duties and responsibilities as currently specified in the code.

The initial Tree Board will consist of the current members of the EPS Committee and be chaired by Trustee LaPlaca, the current chair of the EPS Committee. The Village President shall appoint members in the future who shall serve one-year terms and those terms will begin in May each year.

Attached please find a red-line version of the existing code language showing the proposed modifications. Should the Board agree with the changes as outlined in the document attached, the Village Attorney will be instructed to provide an ordinance for Board approval and will be formally approved at the April 21, 2015 meeting.

If the Board agrees with the proposed changes, the following motion would be appropriate:

MOTION: **To Approve an Ordinance Amending 7-2-10 and 7-2-11 of the Village Code of Hinsdale regarding the Tree Board.**

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

COMMITTEE ACTION:

BOARD ACTION:

7-2-10: TREE BOARD:

There is hereby created and established a village tree board for the village ~~which shall consist of and shall be the members of the environment and public services committee of the village or any other standing committee of the village board so appointed by the village president. The chairman of the environment and public services standing board committee, shall serve as chairman of the tree board~~. (Ord0 O2011-08, 2-15-2011)

~~02011-08, 2-15-2011)~~

MEMBERS AND TERMS:

A. Appointments: The Tree Board shall consist of four (4) voting members. All members shall serve without compensation and shall be current members of the Village Board. All members, including a chairperson, are appointed by the village president annually at the first meeting in May after the installation of any new trustees, should it be an election year.

B. Terms Generally: Each appointment of a member shall be for a term of one (1) year or until that member's replacement has been appointed.

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7-2-11: DUTIES AND RESPONSIBILITIES:

It shall be the responsibility of the tree board to study, investigate, develop, update and administer a comprehensive plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks along streets and in other public areas. The tree board, when requested by the village board shall consider, investigate, make finding, report and recommend upon any special matter coming within the scope of its work. The decision of the tree board is considered final and binding. The tree board may assign specific duties and delegate responsibility and authority for day to day operation and activities to the village tree crew through the director of public services. (Ord. 02011-08, 2-15-2011)

7J

DATE: April 7, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading - EPS	**ORIGINATING DEPARTMENT** Public Services
ITEM Intergovernmental Agreement between DuPage County and the Village of Hinsdale.	**APPROVAL** Daniel M. Deeter Village Engineer

Extensive stormwater flooding occurred in July 2010 and April 2013 in the Graue Mill Subdivision, which is located along Salt Creek between York Road and I-294, in the North-East portion of the Village of Hinsdale. As a consequence of this flooding, extensive damage was caused to the homes, streets, yards and motor vehicles of a large number of Graue Mill residents.

Christopher B. Burke Engineering, Ltd. developed a preliminary plan and grant application to address the flooding. This plan is estimated to cost $3,435,300. In 2014, the Home Owners Association (HOA), with assistance from the Village, secured grant funding from FEMA/IEMA for 75% of the estimated project costs. The remaining 25% will be paid by local sources - DuPage County, the HOA and the Village of Hinsdale. The project funding is shown below:

• FEMA/IEMA grant	$2,576,475
• DuPage County	$ 626,438
• Village of Hinsdale	$ 104,000
• Graue Mill Homeowners Associations	$ 128,387
• Total Estimated Project Cost	$3,435,300

Since the Village of Hinsdale is working with DuPage County on the project, an Intergovernmental Agreement (IGA) is appropriate between the Village of Hinsdale and DuPage County. The attached IGA includes details of funding and the parties' separate and joint responsibilities. The Village attorney has reviewed this IGA.

The DuPage County Stormwater Committee approved this IGA at their meeting on 03/03/2015. The IGA was subsequently approved by the County Board at their 03/10/15 meeting.

MOTION: To Approve Entering into an Intergovernmental Agreement Between County of DuPage, Illinois and the Village of Hinsdale for the Graue Mill Flood Control Project.

	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
BOARD ACTION:				

Daniel Deeter

From: Carmen P. Forte <cpforte@KTJLAW.com>
Sent: Wednesday, March 18, 2015 2:46 PM
To: Daniel Deeter
Cc: Eleanor Boland
Subject: Agreement Review - Graue Mill Flood Control Project
Attachments: 3.10.15 FINAL - Hinsdale - HOA Agreement - Graue Mill.DOCX; 2.25.15 FINAL - Hinsdale_County IGA - Graue Mill Flood Control.DOCX

Dan:

Attached are two agreements regarding the Graue Mill Flood Control Project:

1. An Agreement between the Village and the County of DuPage
2. An Agreement between the Village and Graue Mill Homeowners' Association

I have reviewed each agreement, and in conjunction with counsel for the respective parties to each agreement, gained approval of all interested parties. It is our recommendation that the Board approve these two agreements, to memorialize the local funding obligation of both the Village and Graue Mill HOA to complete this project.

Should you have any further questions or concerns, please do not hesitate to contact me.

Carmen P. Forte, Jr.
Klein, Thorpe and Jenkins, LTD.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
T 312 984 6435 **F** 312 984 6444
cpforte@ktjlaw.com | www.ktjlaw.com

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Resolution

SM-R-0133-15

WHEREAS, the COUNTY intends to enter into a separate intergovernmental agreement by and between the COUNTY, the DISTRICT and the Illinois Department of Natural Resources (IDNR) to provide for an IDNR grant to fund the COMP STORAGE COMPONENT, and to further provide for the long-term maintenance thereof by the DISTRICT; and

WHEREAS, the COUNTY and VILLAGE have agreed that the costs of the COMP STORAGE COMPONENT, which expenses are estimated to total six hundred twenty-six thousand four hundred thirty-eight dollars and no cents ($626,438.00), shall qualify as the COUNTY's share of the PROJECT's local contribution requirement for the IEMA grant; and

WHEREAS, the VILLAGE shall be primarily responsible for the FLOOD PROTECTION COMPONENT, including all tasks and obligations attendant thereto, though such activities shall be in joint coordination with the COUNTY and the COMP STORAGE COMPONENT work; and

Enacted and approved this 10th day of March, 2015 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _____
PAUL HINDS, COUNTY CLERK

Ayes: 15
Absent: 3

Resolution

SM-R-0133-15

This INTERGOVERNMENTAL AGREEMENT is made this 10th day of

March, 2015 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF HINSDALE, a body politic and corporate, with offices at 19 E. Chicago Avenue, Hinsdale, IL 60521 (hereinafter referred to as the VILLAGE).

RECITALS

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062 and 5/5-15001 et. seq.); and

WHEREAS, the Illinois General Assembly has granted the VILLAGE authority to take action to control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 65, paragraphs 5/11-110-1 and 5/11-112-6; and

WHEREAS, the VILLAGE has received a grant from the Illinois Emergency Management Agency (IEMA) to partially fund the final design, permitting and construction of a project to reduce the likelihood of flood damages in the Graue Mill Condominiums, which is located within the VILLAGE'S municipal territory (herein referred to as the "PROJECT"), with the balance of the PROJECT costs being a local contribution; and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by reducing damages from floodwaters from the Salt Creek watershed; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing the PROJECT's local contribution in an amount not to exceed six hundred twenty-six thousand four hundred thirty-eight dollars and no cents ($626,438.00), while the VILLAGE shall bear the remainder of the required local contribution; and

WHEREAS, the PROJECT work involves, and requires, the construction of compensatory storage (COMP STORAGE COMPONENT) performed on property owned by the DuPage County Forest Preserve District (DISTRICT) together with the construction of a berm, floodwall, flood gates, pump station, diversion channels and appurtenant works in and around the Graue Mill Condominiums (FLOOD PROTECTION COMPONENT); and

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF HINSDALE FOR THE GRAUE MILL FLOOD CONTROL PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 10th day of March, 2015 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF HINSDALE, a body politic and corporate, with offices at 19 E. Chicago Avenue, Hinsdale, IL 60521 (hereinafter referred to as the VILLAGE).

RECITALS

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062 and 5/5-15001 et. seq.); and

WHEREAS, the Illinois General Assembly has granted the VILLAGE authority to take action to control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 65, paragraphs 5/11-110-1 and 5/11-112-6; and

WHEREAS, the VILLAGE has received a grant from the Illinois Emergency Management Agency (IEMA) to partially fund the final design, permitting and construction of a project to reduce the likelihood of flood damages in the Graue Mill Condominiums, which is located within the VILLAGE'S municipal territory (herein referred to as the "PROJECT"), with the balance of the PROJECT costs being a local contribution; and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by reducing damages from floodwaters from the Salt Creek watershed; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing the PROJECT's local contribution in an amount not to exceed six hundred twenty-six thousand four hundred thirty-eight dollars and no cents ($626,438.00), while the VILLAGE shall bear the remainder of the required local contribution; and

WHEREAS, the PROJECT work involves, and requires, the construction of compensatory storage (COMP STORAGE COMPONENT) performed on property owned by the DuPage County Forest Preserve District (DISTRICT) together with the construction of a berm, floodwall, flood gates, pump station, diversion channels and appurtenant works in and around the Graue Mill Condominiums (FLOOD PROTECTION COMPONENT); and

WHEREAS, the COUNTY intends to enter into a separate intergovernmental agreement by and between the COUNTY, the DISTRICT and the Illinois Department of Natural Resources (IDNR) to provide for an IDNR grant to fund the COMP STORAGE COMPONENT, and to further provide for the long-term maintenance thereof by the DISTRICT; and

WHEREAS, the COUNTY and VILLAGE have agreed that the costs of the COMP STORAGE COMPONENT, which expenses are estimated to total six hundred twenty-six thousand four hundred thirty-eight dollars and no cents ($626,438.00), shall qualify as the COUNTY's share of the PROJECT's local contribution requirement for the IEMA grant; and

WHEREAS, the VILLAGE shall be primarily responsible for the FLOOD PROTECTION COMPONENT, including all tasks and obligations attendant thereto, though such activities shall be in joint coordination with the COUNTY and the COMP STORAGE COMPONENT work; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

2.1 The PROJECT shall be located along Salt Creek between York Road and I-294 in the Village of Hinsdale shown on the PROJECT location map in Exhibit A (sometimes referred to herein as the "PROJECT AREA"). Generally, the PROJECT's FLOOD PROTECTION COMPONENT will involve the following work components: a) raising the east and west driveway curb elevations at Building B approximately 3.75 feet to elevation 646.0 feet. This is 2-feet above the Salt Creek 100-year BFE of 644.0 feet; b) constructing a berm adjacent to Fox Lane at elevation 646.0 feet; c) creating berms in several areas along the rear of Condo II and Building 3 as well as on Indian Trail Road and east of Old Mill Road; and d) installing a 2-3 foot high flood wall and/or self-raising flood gates entirely around

Building 1, partially around Building 2, and partially around the Graue Mill's clubhouse. The berms and flood walls/gates are proposed to be constructed to the peak April 2013 WSEL of 646.0 feet. Further, the PROJECT will involve excavation along Salt Creek on DISTRICT-owned property to increase floodwater storage capacity during most storm events, installing a Tideflex check valve on the outlet of the 18-inch diameter storm sewer line discharging from the compensatory storage area to Salt Creek and associated vegetative and habitat restoration in the locations graphically depicted on Exhibit A; which work shall be referred to herein as the COMP STORAGE COMPONENT.

2.2 The PROJECT shall be developed essentially in accord with the conceptual design report (Graue Mill Flood Control Study 2014, prepared by Christopher B. Burke Engineering, LTD), as prepared by the VILLAGE, submitted May, 2014, which document is incorporated herein by reference but is not attached hereto due to space limitations.

2.3 By separate intergovernmental agreement, any improvements located on DISTRICT-owned property and funded by the IDNR grant, shall be maintained and monitored by the DISTRICT following completion of the PROJECT. All other improvements, including best management practices, shall be maintained and monitored by the VILLAGE. The VILLAGE and DISTRICT may use consultants and contractors to conduct such maintenance and monitoring duties.

2.4 The Parties acknowledge that the PROJECT, and the Parties' ability to perform their respective obligations under this AGREEMENT, is contingent upon the occurrence of events, and the agreements of third parties, beyond the Parties' ability to control. This AGREEMENT shall, therefore, be contingent upon the following: a) the COUNTY's execution of an intergovernmental agreement with the DISTRICT and IDNR providing for the use of DISTRICT-owned property for the location and construction of the COMP STORAGE COMPONENT, IDNR funding, and the DISTRICT's long-term maintenance and monitoring of the COMP STORAGE COMPONENTS; and b) the VILLAGE's receipt of the IEMA grant in the amount stated in Paragraph 3.1 above, and that grant's terms allowing the COUNTY to apply its expenses to complete the COMP STORAGE COMPONENT towards satisfying the Local Contribution requirement; and c) the VILLAGE obtaining all land rights (excepting land rights over DISTRICT-owned property) necessary to construct, access and maintain the PROJECT.

3.0 FUNDING.

3.1 The total PROJECT costs are estimated to be three million, four hundred thirty-five thousand, three hundred dollars and zero cents ($3,435,300.00). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

FEMA/IEMA Grant (Hinsdale)(75%)	$2,576,475
Local Contribution (25%)	$858,825
COUNTY Commitment	$626,438
Other Local Commitment	$232,387
Total Project Cost (Design and Construction)	$3,435,300

3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the total PROJECT costs listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree to apportion such extra costs before they are incurred, except as modified by Paragraph 3.4 below.

3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the FLOOD PROTECTION COMPONENT is not substantially completed (excepting post-construction monitoring) by August 31, 2018, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY for PROJECT expenses pursuant to this AGREEMENT and, or, paid for COMP STORAGE COMPONENT work pursuant to the COUNTY's intergovernmental agreement with the DISTRICT and IDNR.

3.4 The parties agree that the COUNTY's contribution towards the Local Contribution of PROJECT expenses per the IEMA grant shall be satisfied through the COUNTY's expenses undertaking the COMP STORAGE COMPONENT work. In the event the COUNTY's expenses for the COMP STORAGE COMPONENT total less than six hundred twenty-six thousand four hundred thirty-eight dollars and no cents ($626,438.00), the COUNTY shall apply an amount equal to the difference between the actual total COMP STORAGE COMPONENT expenses incurred and the stated COUNTY contribution amount in Paragraph 3.1 above towards other PROJECT expenses, so as to maintain the COUNTY's contribution at the agreed upon amount. In the event the COUNTY's expenses for the COMP STORAGE COMPONENT exceed six hundred twenty-six thousand four hundred thirty-eight dollars and no cents ($626,438.00), the COUNTY shall bear all such cost overruns, unless the total expenses for the FLOOD PROTECTION COMPONENT are less than the amount estimated in Paragraph 3.1 above, and if so, the VILLAGE shall then reimburse the COUNTY from any monies remaining after all FLOOD PROTECTION COMPONENT expenses have been paid. In this event, the VILLAGE's reimbursement of excess COMP STORAGE COMPONENT expenses shall not exceed the lesser of the VILLAGE's realized FLOOD PROTECTION

5.0 COUNTY'S RESPONSIBILITIES.

5.1 The COUNTY shall reserve the right to review and approve the plans, specifications, and bid documents for the FLOOD PROTECTION COMPONENT prior to the VILLAGE'S advertisement for contract services, together with the further right to review and approve any subsequent change orders, addendums, or revisions thereto, for the purpose of verifying that such matters are coordinated with the COUNTY's COMP STORAGE COMPONENT contracts and work and in conformity to this AGREEMENT.

5.2 The COUNTY shall reserve the right to review and approve all permit applications and application-related documents prior to submittal to a regulatory agency, for the purpose of verifying that such matters are coordinated with the COUNTY's COMP STORAGE COMPONENT contracts and work and in conformity to this AGREEMENT.

5.3 The COUNTY's cost share of PROJECT expenses shall be in the form of the COUNTY work undertaken to design, permit and construct the COMP STORAGE COMPONENT. Pursuant to its separate intergovernmental agreement with the DISTRICT and IDNR, the COUNTY shall be responsible for having the COMP STORAGE COMPONENT completed on or before June 30, 2017, except for planned vegetative and habitat restoration work. In the event the COUNTY completes the COMP STORAGE COMPONENT at a total final expense less than six hundred twenty-six thousand four hundred thirty-eight dollars and no cents ($626,438.00), the COUNTY shall apply an amount equal to the difference between the actual total COMP STORAGE COMPONENT expenses incurred and the stated COUNTY contribution amount in Paragraph 3.1 above towards other PROJECT expenses in accordance with Paragraph 3.4 above.

6.0 JOINT RESPONSIBILITIES.

6.1 Each Party shall be allowed unlimited, but reasonable, access to the various PROJECT areas in order to observe and review PROJECT work areas, attend regular progress meetings with the contractor and, or, construction manager, and to attend any regulatory inspections. Each Party shall provide the other Party with reasonable access to all work documents (i.e., plans, change orders, field orders, manager diaries, etc.), or provide copies thereof, and shall share any data collected as part of the PROJECT.

6.2 Each Party shall be responsible for paying all vendors, contractors and consultants providing services for each Party's respective component responsibility.

6.3 Each Party (First Party) shall allow the other Party (Second Party) unlimited, but reasonable, access to the First Party's COMPONENT work area sufficient to allow the Second Party to observe and review any PROJECT work. The First

COMPONENT cost savings , or the sum of two hundred thirty-two thousand three hundred eighty-seven dollars and no cents ($232,387.00).

4.0 VILLAGE'S RESPONSIBILITIES.

4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the FLOOD PROTECTION COMPONENT, together with the advertisement and award of all FLOOD PROTECTION COMPONENT-related public bids. The VILLAGE shall select, and contract with, all vendors providing design and permitting professional services for the FLOOD PROTECTION COMPONENT, though the VILLAGE and COUNTY shall jointly select a single construction manager to oversee both the FLOOD PROTECTION COMPONENT and COMP STORAGE COMPONENT work.

4.2 The VILLAGE shall require all consultants and engineering professionals engaged in FLOOD PROTECTION COMPONENT design work to agree to jointly indemnify and insure (in coverage amounts required by the COUNTY) the COUNTY and VILLAGE from and against any liability or damages arising out of the negligent or intentional acts or omissions of such consultants and engineering professionals.

4.3 The VILLAGE shall be responsible for successful completion of design and permitting of the FLOOD PROTECTION COMPONENT, up through and including final regulatory approvals and sign-offs.

4.4 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the FLOOD PROTECTION COMPONENT.

4.5 The VILLAGE shall be responsible for submitting copies of the plans, specifications, and draft bid documents for the FLOOD PROTECTION COMPONENT for COUNTY review and approval prior to bid advertisement. The VILLAGE shall also provide the COUNTY with copies of all permit applications, permits and permit-related correspondence in a timely manner for the COUNY's review and approval prior to submittal to the regulatory agency.

4.6 The VILLAGE may enter into additional agreements to secure its portion of the PROJECT costs.

4.7 The VILLAGE shall be responsible for the post construction, long-term monitoring and maintenance of any best management practices built, constructed or installed as part of the PROJECT that are not located on DISTRICT-owned property; it being acknowledged that the DISTRICT will be responsible for post construction, long-term monitoring and maintenance of any best management practices built, constructed or installed as part of the PROJECT on DISTRICT-owned property.

Party shall also allow the Second Party to inspect and copy all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.) in the First Party's possession.

6.4 Neither Party (First Party) shall be responsible for or have control over the construction methods, manners, techniques or procedures with respect to any work performed for the other Party's (Second Party's) component. The First Party, and its contractor(s), shall be solely responsible for the safety of all individuals performing work on the First Party's PROJECT component.

6.5 Whenever this AGREEMENT requires either Party (First Party) to provide its review, comment, consent and, or, approval to the other Party (Second Party), the First Party shall act with reasonable promptness, and the Second Party shall not unreasonably withhold, condition, delay or deny the matter or action requested of it.

6.6 Each Party (First Party) shall acknowledge the role and participation of the other Party (Second Party), using any logo(s) and/or wording provided by the Second Party, in any of the First Party's printed materials, on-site signage, or websites promoting the PROJECT.

6.7 The Party's shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

6.8 The Party's shall keep and maintain all records pertaining to the expenditure of funds for the PROJECT, (including bid documents, plan sets, final drawings, change orders, construction diaries, invoices, contractor/consultant contracts, proof of payment, certified payroll records, time sheets, etc.) in strict accordance with the book-keeping requirements of the IEMA grant to the VILLAGE and the IDNR grant to the COUNTY and, further, shall allow the other Party, the State agencies, or their auditors (and audit contractors/consultants), access to such records for review and copying. Each Party shall cooperate in any audit of the PROJECT or of any grant funds.

7.0 INDEMNIFICATION.

7.2 Each Party (First Party) shall indemnify, hold harmless and defend the other Party (Second Party) or any of the Second Party's officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's performance under this AGREEMENT to the fullest extent that the First Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.

7.3 The Parties shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of any PROJECT work to name both the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the Parties shall require that its consultants and contractors indemnify, defend and hold harmless both the VILLAGE and COUNTY, and their officers, employees and elected officials, from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

7.4 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

7.5 The indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The indemnification obligations created herein shall survive the termination, or expiration, of this AGREEMENT.

7.6 The Parties further agree that, notwithstanding any language above, no party waives, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.), or otherwise available to it, or available to the other parties, under the law and that there shall be no obligation to indemnify whenever a Party has a defense or protection to a claim under the Act or common law. There are no third person beneficiaries of this AGREEMENT or any portion of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

8.2 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.

8.3 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

9.2 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.2.1 November 30, 2018 or to a new date agreed upon by the parties.

9.2.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2018.

10.0 ENTIRE AGREEMENT.

10.4 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.

10.5 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

10.6 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.7 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.10 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.11 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

13.10 Any required notice shall be sent to the following addresses and parties:

Daniel Deeter, Village Engineer
19 E. Chicago Avenue
Hinsdale, IL 60521-3489

Sarah Hunn, P.E.
Chief Project Engineer
DuPage County Stormwater Management
421 North County Farm Road
Wheaton, Illinois 60187
(630)407-6720

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

Daniel J. Cronin,
Chairman

ATTEST:

Paul Hinds
County Clerk

VILLAGE OF HINSDALE

Thomas K. Cauley, Jr.
President

ATTEST:

Christine Bruton
Village Clerk

7K

DATE: April 7, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading - EPS	**ORIGINATING DEPARTMENT** Public Services
ITEM Agreement between Graue Mill Home Owners Association (HOA) and the Village of Hinsdale.	**APPROVAL** Daniel M. Deeter Village Engineer

Extensive stormwater flooding occurred in July 2010 and April 2013 in the Graue Mill Subdivision, which is located along Salt Creek between York Road and I-294, in the North-East portion of the Village of Hinsdale. As a consequence of this flooding, extensive damage was caused to the homes, streets, yards and motor vehicles of a large number of Graue Mill residents.

Christopher B. Burke Engineering, Ltd. developed a preliminary plan and grant application to address the flooding. This plan is estimated to cost $3,435,300. In 2014, the Home Owners Association (HOA), with assistance from the Village, secured grant funding from FEMA/IEMA for 75% of the estimated project costs. The remaining 25% will be paid by local sources - DuPage County, the HOA and the Village of Hinsdale. The project funding is shown below:

• FEMA/IEMA grant	$2,576,475
• DuPage County	$ 626,438
• Village of Hinsdale	$ 104,000
• Graue Mill Homeowners Associations	$ 128,387
• Total Estimated Project Cost	$3,435,300

Since the Village of Hinsdale is working with the Graue Mill HOA on the project, an agreement is appropriate between the Village of Hinsdale and the HOA. The attached agreement includes details of funding and the parties' separate and joint responsibilities. The Village attorney has reviewed this agreement.

MOTION: To Approve Entering into an Agreement Between Village of Hinsdale, Illinois and Graue Mill Homeowners Association, Inc. for the Graue Mill Flood Control Project.

	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				
BOARD ACTION:				

Daniel Deeter

From: Carmen P. Forte <cpforte@KTJLAW.com>
Sent: Wednesday, March 18, 2015 2:46 PM
To: Daniel Deeter
Cc: Eleanor Boland
Subject: Agreement Review - Graue Mill Flood Control Project
Attachments: 3.10.15 FINAL - Hinsdale - HOA Agreement - Graue Mill.DOCX; 2.25.15 FINAL - Hinsdale_County IGA - Graue Mill Flood Control.DOCX

Dan:

Attached are two agreements regarding the Graue Mill Flood Control Project:

1. An Agreement between the Village and the County of DuPage
2. An Agreement between the Village and Graue Mill Homeowners' Association

I have reviewed each agreement, and in conjunction with counsel for the respective parties to each agreement, gained approval of all interested parties. It is our recommendation that the Board approve these two agreements, to memorialize the local funding obligation of both the Village and Graue Mill HOA to complete this project.

Should you have any further questions or concerns, please do not hesitate to contact me.

Carmen P. Forte, Jr.
Klein, Thorpe and Jenkins, LTD.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
T 312 984 6435 **F** 312 984 6444
cpforte@ktjlaw.com | www.ktjlaw.com

PRIVILEGED AND CONFIDENTIAL. This email and any files transmitted with it are privileged and confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender. If you are not the named addressee you should not disseminate, distribute or copy this e-mail or any of its attachments.

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF HINSDALE FOR THE GRAUE MILL FLOOD CONTROL PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this ___ day of _____, 2015 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF HINSDALE, a body politic and corporate, with offices at 19 E. Chicago Avenue, Hinsdale, IL 60521 (hereinafter referred to as the VILLAGE).

RECITALS

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062 and 5/5-15001 et. seq.); and

WHEREAS, the Illinois General Assembly has granted the VILLAGE authority to take action to control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 65, paragraphs 5/11-110-1 and 5/11-112-6; and

WHEREAS, the VILLAGE has received a grant from the Illinois Emergency Management Agency (IEMA) to partially fund the final design, permitting and construction of a project to reduce the likelihood of flood damages in the Graue Mill Condominiums, which is located within the VILLAGE'S municipal territory (herein referred to as the "PROJECT"), with the balance of the PROJECT costs being a local contribution; and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by reducing damages from floodwaters from the Salt Creek watershed; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing the PROJECT's local contribution in an amount not to exceed six hundred twenty-six thousand four hundred thirty-eight dollars and no cents ($626,438.00), while the VILLAGE shall bear the remainder of the required local contribution; and

WHEREAS, the PROJECT work involves, and requires, the construction of compensatory storage (COMP STORAGE COMPONENT) performed on property owned by the DuPage County Forest Preserve District (DISTRICT) together with the construction of a berm, floodwall, flood gates, pump station, diversion channels and appurtenant works in and around the Graue Mill Condominiums (FLOOD PROTECTION COMPONENT); and

WHEREAS, the COUNTY intends to enter into a separate intergovernmental agreement by and between the COUNTY, the DISTRICT and the Illinois Department of Natural Resources (IDNR) to provide for an IDNR grant to fund the COMP STORAGE COMPONENT, and to further provide for the long-term maintenance thereof by the DISTRICT; and

WHEREAS, the COUNTY and VILLAGE have agreed that the costs of the COMP STORAGE COMPONENT, which expenses are estimated to total six hundred twenty-six thousand four hundred thirty-eight dollars and no cents ($626,438.00), shall qualify as the COUNTY's share of the PROJECT's local contribution requirement for the IEMA grant; and

WHEREAS, the VILLAGE shall be primarily responsible for the FLOOD PROTECTION COMPONENT, including all tasks and obligations attendant thereto, though such activities shall be in joint coordination with the COUNTY and the COMP STORAGE COMPONENT work; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

2.1 The PROJECT shall be located along Salt Creek between York Road and I-294 in the Village of Hinsdale shown on the PROJECT location map in Exhibit A (sometimes referred to herein as the "PROJECT AREA"). Generally, the PROJECT's FLOOD PROTECTION COMPONENT will involve the following work components: a) raising the east and west driveway curb elevations at Building B approximately 3.75 feet to elevation 646.0 feet. This is 2-feet above the Salt Creek 100-year BFE of 644.0 feet; b) constructing a berm adjacent to Fox Lane at elevation 646.0 feet; c) creating berms in several areas along the rear of Condo II and Building 3 as well as on Indian Trail Road and east of Old Mill Road; and d) installing a 2-3 foot high flood wall and/or self-raising flood gates entirely around

Building 1, partially around Building 2, and partially around the Graue Mill's clubhouse. The berms and flood walls/gates are proposed to be constructed to the peak April 2013 WSEL of 646.0 feet. Further, the PROJECT will involve excavation along Salt Creek on DISTRICT-owned property to increase floodwater storage capacity during most storm events, installing a Tideflex check valve on the outlet of the 18-inch diameter storm sewer line discharging from the compensatory storage area to Salt Creek and associated vegetative and habitat restoration in the locations graphically depicted on Exhibit A; which work shall be referred to herein as the COMP STORAGE COMPONENT.

2.2 The PROJECT shall be developed essentially in accord with the conceptual design report (Graue Mill Flood Control Study 2014, prepared by Christopher B. Burke Engineering, LTD), as prepared by the VILLAGE, submitted May, 2014, which document is incorporated herein by reference but is not attached hereto due to space limitations.

2.3 By separate intergovernmental agreement, any improvements located on DISTRICT-owned property and funded by the IDNR grant, shall be maintained and monitored by the DISTRICT following completion of the PROJECT. All other improvements, including best management practices, shall be maintained and monitored by the VILLAGE. The VILLAGE and DISTRICT may use consultants and contractors to conduct such maintenance and monitoring duties.

2.4 The Parties acknowledge that the PROJECT, and the Parties' ability to perform their respective obligations under this AGREEMENT, is contingent upon the occurrence of events, and the agreements of third parties, beyond the Parties' ability to control. This AGREEMENT shall, therefore, be contingent upon the following: a) the COUNTY's execution of an intergovernmental agreement with the DISTRICT and IDNR providing for the use of DISTRICT-owned property for the location and construction of the COMP STORAGE COMPONENT, IDNR funding, and the DISTRICT's long-term maintenance and monitoring of the COMP STORAGE COMPONENTS; and b) the VILLAGE's receipt of the IEMA grant in the amount stated in Paragraph 3.1 above, and that grant's terms allowing the COUNTY to apply its expenses to complete the COMP STORAGE COMPONENT towards satisfying the Local Contribution requirement; and c) the VILLAGE obtaining all land rights (excepting land rights over DISTRICT-owned property) necessary to construct, access and maintain the PROJECT.

3.0 FUNDING.

3.1 The total PROJECT costs are estimated to be three million, four hundred thirty-five thousand, three hundred dollars and zero cents ($3,435,300.00). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

FEMA/IEMA Grant (Hinsdale)(75%)	$2,576,475
Local Contribution (25%)	$858,825
COUNTY Commitment	$626,438
Other Local Commitment	$232,387
Total Project Cost (Design and Construction)	$3,435,300

3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the total PROJECT costs listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree to apportion such extra costs before they are incurred, except as modified by Paragraph 3.4 below.

3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the FLOOD PROTECTION COMPONENT is not substantially completed (excepting post-construction monitoring) by August 31, 2018, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY for PROJECT expenses pursuant to this AGREEMENT and, or, paid for COMP STORAGE COMPONENT work pursuant to the COUNTY's intergovernmental agreement with the DISTRICT and IDNR.

3.4 The parties agree that the COUNTY's contribution towards the Local Contribution of PROJECT expenses per the IEMA grant shall be satisfied through the COUNTY's expenses undertaking the COMP STORAGE COMPONENT work. In the event the COUNTY's expenses for the COMP STORAGE COMPONENT total less than six hundred twenty-six thousand four hundred thirty-eight dollars and no cents ($626,438.00), the COUNTY shall apply an amount equal to the difference between the actual total COMP STORAGE COMPONENT expenses incurred and the stated COUNTY contribution amount in Paragraph 3.1 above towards other PROJECT expenses, so as to maintain the COUNTY's contribution at the agreed upon amount. In the event the COUNTY's expenses for the COMP STORAGE COMPONENT exceed six hundred twenty-six thousand four hundred thirty-eight dollars and no cents ($626,438.00), the COUNTY shall bear all such cost overruns, unless the total expenses for the FLOOD PROTECTION COMPONENT are less than the amount estimated in Paragraph 3.1 above, and if so, the VILLAGE shall then reimburse the COUNTY from any monies remaining after all FLOOD PROTECTION COMPONENT expenses have been paid. In this event, the VILLAGE's reimbursement of excess COMP STORAGE COMPONENT expenses shall not exceed the lesser of the VILLAGE's realized FLOOD PROTECTION

COMPONENT cost savings , or the sum of two hundred thirty-two thousand three hundred eighty-seven dollars and no cents ($232,387.00).

4.0 VILLAGE'S RESPONSIBILITIES.

4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the FLOOD PROTECTION COMPONENT, together with the advertisement and award of all FLOOD PROTECTION COMPONENT-related public bids. The VILLAGE shall select, and contract with, all vendors providing design and permitting professional services for the FLOOD PROTECTION COMPONENT, though the VILLAGE and COUNTY shall jointly select a single construction manager to oversee both the FLOOD PROTECTION COMPONENT and COMP STORAGE COMPONENT work.

4.2 The VILLAGE shall require all consultants and engineering professionals engaged in FLOOD PROTECTION COMPONENT design work to agree to jointly indemnify and insure (in coverage amounts required by the COUNTY) the COUNTY and VILLAGE from and against any liability or damages arising out of the negligent or intentional acts or omissions of such consultants and engineering professionals.

4.3 The VILLAGE shall be responsible for successful completion of design and permitting of the FLOOD PROTECTION COMPONENT, up through and including final regulatory approvals and sign-offs.

4.4 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the FLOOD PROTECTION COMPONENT.

4.5 The VILLAGE shall be responsible for submitting copies of the plans, specifications, and draft bid documents for the FLOOD PROTECTION COMPONENT for COUNTY review and approval prior to bid advertisement. The VILLAGE shall also provide the COUNTY with copies of all permit applications, permits and permit-related correspondence in a timely manner for the COUNY's review and approval prior to submittal to the regulatory agency.

4.6 The VILLAGE may enter into additional agreements to secure its portion of the PROJECT costs.

4.7 The VILLAGE shall be responsible for the post construction, long-term monitoring and maintenance of any best management practices built, constructed or installed as part of the PROJECT that are not located on DISTRICT-owned property; it being acknowledged that the DISTRICT will be responsible for post construction, long-term monitoring and maintenance of any best management practices built, constructed or installed as part of the PROJECT on DISTRICT-owned property.

5.0 COUNTY'S RESPONSIBILITIES.

5.1 The COUNTY shall reserve the right to review and approve the plans, specifications, and bid documents for the FLOOD PROTECTION COMPONENT prior to the VILLAGE'S advertisement for contract services, together with the further right to review and approve any subsequent change orders, addendums, or revisions thereto, for the purpose of verifying that such matters are coordinated with the COUNTY's COMP STORAGE COMPONENT contracts and work and in conformity to this AGREEMENT.

5.2 The COUNTY shall reserve the right to review and approve all permit applications and application-related documents prior to submittal to a regulatory agency, for the purpose of verifying that such matters are coordinated with the COUNTY's COMP STORAGE COMPONENT contracts and work and in conformity to this AGREEMENT.

5.3 The COUNTY's cost share of PROJECT expenses shall be in the form of the COUNTY work undertaken to design, permit and construct the COMP STORAGE COMPONENT. Pursuant to its separate intergovernmental agreement with the DISTRICT and IDNR, the COUNTY shall be responsible for having the COMP STORAGE COMPONENT completed on or before June 30, 2017, except for planned vegetative and habitat restoration work. In the event the COUNTY completes the COMP STORAGE COMPONENT at a total final expense less than six hundred twenty-six thousand four hundred thirty-eight dollars and no cents ($626,438.00), the COUNTY shall apply an amount equal to the difference between the actual total COMP STORAGE COMPONENT expenses incurred and the stated COUNTY contribution amount in Paragraph 3.1 above towards other PROJECT expenses in accordance with Paragraph 3.4 above.

6.0 JOINT RESPONSIBILITIES.

6.1 Each Party shall be allowed unlimited, but reasonable, access to the various PROJECT areas in order to observe and review PROJECT work areas, attend regular progress meetings with the contractor and, or, construction manager, and to attend any regulatory inspections. Each Party shall provide the other Party with reasonable access to all work documents (i.e., plans, change orders, field orders, manager diaries, etc.), or provide copies thereof, and shall share any data collected as part of the PROJECT.

6.2 Each Party shall be responsible for paying all vendors, contractors and consultants providing services for each Party's respective component responsibility.

6.3 Each Party (First Party) shall allow the other Party (Second Party) unlimited, but reasonable, access to the First Party's COMPONENT work area sufficient to allow the Second Party to observe and review any PROJECT work. The First

Party shall also allow the Second Party to inspect and copy all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.) in the First Party's possession.

6.4 Neither Party (First Party) shall be responsible for or have control over the construction methods, manners, techniques or procedures with respect to any work performed for the other Party's (Second Party's) component. The First Party, and its contractor(s), shall be solely responsible for the safety of all individuals performing work on the First Party's PROJECT component.

6.5 Whenever this AGREEMENT requires either Party (First Party) to provide its review, comment, consent and, or, approval to the other Party (Second Party), the First Party shall act with reasonable promptness, and the Second Party shall not unreasonably withhold, condition, delay or deny the matter or action requested of it.

6.6 Each Party (First Party) shall acknowledge the role and participation of the other Party (Second Party), using any logo(s) and/or wording provided by the Second Party, in any of the First Party's printed materials, on-site signage, or websites promoting the PROJECT.

6.7 The Party's shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

6.8 The Party's shall keep and maintain all records pertaining to the expenditure of funds for the PROJECT, (including bid documents, plan sets, final drawings, change orders, construction diaries, invoices, contractor/consultant contracts, proof of payment, certified payroll records, time sheets, etc.) in strict accordance with the book-keeping requirements of the IEMA grant to the VILLAGE and the IDNR grant to the COUNTY and, further, shall allow the other Party, the State agencies, or their auditors (and audit contractors/consultants), access to such records for review and copying. Each Party shall cooperate in any audit of the PROJECT or of any grant funds.

7.0 INDEMNIFICATION.

7.2 Each Party (First Party) shall indemnify, hold harmless and defend the other Party (Second Party) or any of the Second Party's officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's performance under this AGREEMENT to the fullest extent that the First Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.

7.3 The Parties shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of any PROJECT work to name both the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the Parties shall require that its consultants and contractors indemnify, defend and hold harmless both the VILLAGE and COUNTY, and their officers, employees and elected officials, from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

7.4 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

7.5 The indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The indemnification obligations created herein shall survive the termination, or expiration, of this AGREEMENT.

7.6 The Parties further agree that, notwithstanding any language above, no party waives, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.), or otherwise available to it, or available to the other parties, under the law and that there shall be no obligation to indemnify whenever a Party has a defense or protection to a claim under the Act or common law. There are no third person beneficiaries of this AGREEMENT or any portion of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

8.2 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.

8.3 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

9.2 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.2.1 November 30, 2018 or to a new date agreed upon by the parties.

9.2.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2018.

10.0 ENTIRE AGREEMENT.

10.4 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.

10.5 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.

10.6 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.7 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.10 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.11 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

13.10 Any required notice shall be sent to the following addresses and parties:

Daniel Deeter, Village Engineer
19 E. Chicago Avenue
Hinsdale, IL 60521-3489

Sarah Hunn, P.E.
Chief Project Engineer
DuPage County Stormwater Management
421 North County Farm Road
Wheaton, Illinois 60187
(630)407-6720

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

_____
Daniel J. Cronin,
Chairman

ATTEST:

_____
Gary A. King,
County Clerk

VILLAGE OF HINSDALE

_____
Thomas K. Cauley, Jr.
President

ATTEST:

_____
Christine Bruton
Village Clerk

DATE: April 7, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading - EPS	**ORIGINATING DEPARTMENT** Public Services
ITEM Contract Change Order #1 **2014 Reconstruction Project** **John Neri Construction Company**	**APPROVAL** Dan Deeter, PE Village Engineer

Staff is recommending approval of the attached change order 1. This change order includes final balancing of line item quantities (bid quantities versus actual construction quantities) as well as change order requests implemented and approved throughout the project. The final unit quantities and change order requests were reviewed by the Resident Engineer. They were previously reported to the Village Manager and the Board of Trustees. Supporting documentation for each change order is on file with the Village staff.

This change order reflects the final construction cost for the project of $3,491,696. The project contract amount was $3,638,571 resulting in a construction savings of $146,875. The Village has received a maintenance bond valued at 10% of the construction cost from John Neri Construction Company.

The overall project's budget savings (including construction observation and construction) is $370,999 as shown below.

	MIP Budget	Final Costs
• Construction Observation	$ 322,935	$ 124,160
• Construction	$3,663,920	$3,491,696
• Total	$3,986,855	$3,615,856
• Budget Variance		$ 370,999

MOTION: To Approve a Resolution for the 2014 Reconstruction Project Construction Contract Change Order Number 1 in the Amount of $146,875 Deduction to John Neri Construction Company.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL

COMMITTEE ACTION:

BOARD ACTION:

RESOLUTION NO. _____

A RESOLUTION APPROVING THE 2014 RECONSTRUCTION PROJECT CONSTRUCTION CONTRACT CHANGE ORDER NUMBER 1 IN THE AMOUNT NOT TO EXCEED $ 146,875.03 DEDUCTION TO JOHN NERI CONSTRUCTION COMPANY.

WHEREAS, the Village of Hinsdale (the "Village") and John Neri Construction Company ("Neri") have entered into that certain Contract (the "Contract") providing for the construction of the 2014 Reconstruction Project; and

WHEREAS, the President and Board of Trustees of the Village hereby find that the circumstances said to necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, the Change Order was germane to the original Contract as signed, and the Change Order is in the best interest of the Village of Hinsdale and authorized by law;

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

Section 1. Recital. The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

Section 2. Approval of Change Order. The Change Order is hereby approved in the form attached (Exhibit A) to this Ordinance and by this reference incorporated herein.

Section 3. Final Determination. This Resolution shall constitute the written determination required by Section 33E-9 of the Article 33E of the Criminal Code of 1961, as amended and shall be retained in the Contract file as required by said Section.

Section 4. Execution of Change Order. The Village Manager is authorized to execute the Change Order on behalf of the Village.

Exhibit A
VILLAGE OF HINSDALE
CHANGE ORDER

Project:	2014 Reconstruction Project	Change Order No. 1
Location:	Various Streets	Contract No. - N/A
Contractor:	John Neri Construction Company	Date: 04/07/15

I. A. Description of Changes Involved:

1. Replacement of existing 4" Cast Iron Water Main at Walnut & Clay.
2. Relocation of storm sewer on Madison Street.
3. Repairs to existing 12" water main at Walker & The Lane
4. Repairs to second existing 12" water main break at Walker & The Lane.
5. Repair to existing 6" water main stub.
6. Repair water main break on E. Walnut in front of AHH.
7. Demolition of underground boulder on E. Walnut.
8. Modify inverts at Sanitary MH 2816.
9. Water service ruptured at 532 Walker Rd.
10. Time & Materials to move inlet S-202 and reconstruct catch basin S-203.
11. Repairs to resident's irrigation system.
12. Existing water main repair at Walnut & Elm.
13. Final line item and quantity reconciliation.

B. Reason for Change:

1 Existing cast iron water main broke during construction of storm sewer.
2 AT&T duct location & size was not identified by JULIE causing relocation of storm sewer & modification of sewer structures.
3 After connection of the new water main, the existing water main broke at a point beyond the project limits.
4 After connection of the new water main, the existing water main broke at a point beyond the project limits.
5 WM Stub was not identified on Village atlas' or JULIE.
6 Existing 6" cast iron lead joints failed.
7 Large underground boulder blocked route of storm sewer.
8 Field conditions and existing pipe sizes varied from those indicated on the plans.
9 An abandoned and unmarked corporate stop was hit during excavation to install a new service.
10 AT&T conflict at proposed location of inlet S-202.
11 Nicor relocated gas main and did not repair irrigation system in a timely manner. Village will back-charge Nicor.
12 After connection of the new water main, the existing water main broke at a point beyond the project limits.
13 Project completion

C. Revision in Contract Price: Total Deduction: $ 146,875.03

1	Addition	$	4,000.00
2	Addition	$	9,642.21
3	Addition	$	7,219.10
4	Addition	$	14,563.82
5	Addition	$	1,489.29
6	Addition	$	3,258.19
7	Addition	$	4,530.76
8	Addition	$	2,303.55
9	Addition	$	681.01
10	Addition	$	1,893.17
11	Addition	$	3,120.00
12	Addition	$	4,549.52
13	Deduction	$	204,125.65

II. Adjustments in Contract Price:

A.	Original Contract Price:	$ 3,638,571.00
B.	Net (addition)(reduction) due to all previous Change Order No. _____	$ -
C.	Contract Price, not including this Change Order	$ 3,638,571.00
D.	(~~Addition~~)(Deduction) to Contract Price due to this Change Orde	$ 146,875.03
E.	Contract Price including this Change Order	$ 3,491,695.97

Accepted:
Contractor: John Neri Construction Company

By: _____ _____
Signature of Authorized Representative Date

Village of Hinsdale:

By: _____ _____
Signature of Authorized Representative Date

JNC

JOHN NERI CONSTRUCTION CO., INC.
Sewer & Water Contractors
770 Factory Road *Addison, IL 60101
Tel: 630 629-8384* Fax: 630 629-7001
www.johnnericonstruction.com

JOB NAME: 2014 Reconstruction Program
Owner: Village of Hinsdale
Payout No. 8 FINAL

No.	Description	Units	Quantity	Unit Price	Amount	Quantity	Unit Price	Amount
1	TREE PROTECTION FENCE	FOOT	7,600	$ 3.00	$ 22,800.00	3233.8	$ 3.00	$ 9,701.40
2	TREE ROOT PRUNING	EACH	152	$ 90.00	$ 13,680.00	46.0	$ 90.00	$ 4,140.00
3	EARTH EXCAVATION	CU YD	7,200	$ 25.00	$ 180,000.00	7200.0	$ 25.00	$ 180,000.00
4	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,085	$ 32.00	$ 34,720.00	1633.7	$ 32.00	$ 52,278.40
5	POROUS GRANULAR EMBANKMENT	CU YD	1,085	$ 35.00	$ 37,975.00	1633.7	$ 35.00	$ 57,179.50
6	TRENCH BACKFILL	CU YD	8,456	$ 38.00	$ 321,328.00	8306.2	$ 38.00	$ 315,635.60
7	GEOTECHNICAL FABRIC FOR SUBGRADE STABILIZATION	SQ YD	3,425	$ 2.00	$ 6,850.00	2679.9	$ 2.00	$ 5,359.80
8	EXPLORATORY EXCAVATION	HOUR	40	$ 75.00	$ 3,000.00	81.0	$ 75.00	$ 6,075.00
9	MULCH, METHOD 3	ACRE	1	$ 6,000.00	$ 6,000.00		$ 6,000.00	$ -
10	SODDING, SPECIAL	SQ YD	10,232	$ 12.00	$ 122,784.00	7141.0	$ 12.00	$ 85,692.00
11	SUPPLEMENTAL WATERING	UNIT	155	$ 12.00	$ 1,860.00		$ 12.00	$ -
12	TEMPORARY EROSION CONTROL SEEDING	POUND	215	$ 6.00	$ 1,290.00		$ 6.00	$ -
13	INLET FILTERS	EACH	69	$ 150.00	$ 10,350.00	35.0	$ 150.00	$ 5,250.00
14	SUBBASE GRANULAR MATERIAL, TYPE B 12"	SQ YD	16,250	$ 12.50	$ 203,125.00	16250.0	$ 12.50	$ 203,125.00
15	PORTLAND CEMENT CONCRETE BASE COURSE 6"	SQ YD	30	$ 48.00	$ 1,440.00	23.9	$ 48.00	$ 1,147.20
16	CONCRETE EDGING, 12"	FOOT	30	$ 18.00	$ 540.00	26.7	$ 18.00	$ 480.60
17	AGGREGATE SURFACE COURSE, TYPE B	TON	40	$ 15.00	$ 600.00	0.0	$ 15.00	$ -
18	AGGREGATE FOR TEMPORARY ACCESS	TON	570	$ 15.00	$ 8,550.00	215.0	$ 15.00	$ 3,225.00
19	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	1,875	$ 1.00	$ 1,875.00	1875.0	$ 1.00	$ 1,875.00
20	AGGREGATE (PRIME COAT)	TON	38	$ 5.00	$ 190.00	5.0	$ 5.00	$ 25.00
21	LEVELING BINDER (MACHINE METHOD), N50	TON	25	$ 75.00	$ 1,875.00	122.0	$ 75.00	$ 9,150.00
22	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	264	$ 12.00	$ 3,168.00	264.0	$ 12.00	$ 3,168.00
23	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	2,482	$ 69.50	$ 172,499.00	2401.0	$ 69.50	$ 166,869.50
24	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	2,007	$ 75.00	$ 150,525.00	2295.0	$ 75.00	$ 172,125.00
25	PROTECTIVE COAT	SQ YD	4,762	$ 1.00	$ 4,762.00		$ 1.00	$ -
26	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	251	$ 45.00	$ 11,295.00	294.1	$ 45.00	$ 13,234.50
27	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	718	$ 48.00	$ 34,464.00	900.6	$ 48.00	$ 43,228.80
28	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	119	$ 58.00	$ 6,902.00	99.4	$ 58.00	$ 5,765.20
29	PAVER REMOVAL, SALVAGE, AND REPLACEMENT	SQ FT	3,549	$ 9.00	$ 31,941.00	3764.9	$ 9.00	$ 33,884.10
30	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	15,460	$ 4.75	$ 73,435.00	14893.4	$ 4.75	$ 70,743.65
31	STAIR REPAIR / REPLACEMENT	EACH	15	$ 350.00	$ 5,250.00	3.0	$ 350.00	$ 1,050.00
32	DETECTABLE WARNINGS	SQ FT	540	$ 32.00	$ 17,280.00	570.0	$ 32.00	$ 18,240.00
33	PAVEMENT REMOVAL	SQ YD	14,608	$ 16.00	$ 233,728.00	14608.0	$ 16.00	$ 233,728.00
34	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	3,969	$ 6.00	$ 23,814.00	4055.7	$ 6.00	$ 24,334.20
35	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1,032	$ 12.00	$ 12,384.00	1294.1	$ 12.00	$ 15,529.20

36	COMBINATION CURB AND GUTTER REMOVAL	FOOT	9,861	$ 3.00	$ 29,583.00	9861.0	$ 3.00	$ 29,583.00
37	SIDEWALK REMOVAL	SQ FT	15,818	$ 2.00	$ 31,636.00	14893.4	$ 2.00	$ 29,786.80
38	CLASS D PATCHES, TYPE I, 6 INCH	SQ YD	70	$ 55.00	$ 3,850.00		$ 55.00	$ -
39	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	298	$ 52.00	$ 15,496.00	27.1	$ 52.00	$ 1,409.20
40	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	270	$ 50.00	$ 13,500.00	61.0	$ 50.00	$ 3,050.00
41	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	210	$ 48.00	$ 10,080.00	1007.0	$ 48.00	$ 48,336.00
42	CONCRETE COLLAR	EACH	2	$ 500.00	$ 1,000.00	1.0	$ 500.00	$ 500.00
43	PROPOSED STORM SEWER CONNECTION TO EXISTING STORM SEWER	EACH	1	$ 800.00	$ 800.00	1.0	$ 800.00	$ 800.00
44	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1, 12"	FOOT	169	$ 40.00	$ 6,760.00	169.4	$ 40.00	$ 6,776.00
45	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1, 15"	FOOT	143	$ 42.00	$ 6,006.00	145.0	$ 42.00	$ 6,090.00
46	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1, 18"	FOOT	140	$ 45.00	$ 6,300.00	141.0	$ 45.00	$ 6,345.00
47	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2, 18"	FOOT	35	$ 48.00	$ 1,680.00	36.0	$ 48.00	$ 1,728.00
48	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2, 21"	FOOT	404	$ 52.00	$ 21,008.00	454.0	$ 52.00	$ 23,608.00
49	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2, 24"	FOOT	568	$ 58.00	$ 32,944.00	544.0	$ 58.00	$ 31,552.00
50	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2, 30"	FOOT	139	$ 65.00	$ 9,035.00	120.0	$ 65.00	$ 7,800.00
51	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2, 36"	FOOT	339	$ 78.00	$ 26,442.00	321.0	$ 78.00	$ 25,038.00
52	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 3, 24"	FOOT	240	$ 95.00	$ 22,800.00	231.0	$ 95.00	$ 21,945.00
53	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 3, 27"	FOOT	488	$ 110.00	$ 53,680.00	503.0	$ 110.00	$ 55,330.00
54	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 3, 30"	FOOT	20	$ 130.00	$ 2,600.00	8.0	$ 130.00	$ 1,040.00
55	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 3, 36"	FOOT	168	$ 135.00	$ 22,680.00	168.0	$ 135.00	$ 22,680.00
56	STORM SEWERS,RUBBER GASKET, CLASS A, TYPE 4, 27"	FOOT	315	$ 128.00	$ 40,320.00	312.0	$ 128.00	$ 39,936.00
57	STORM SEWERS, CLASS A, TYPE 2 EQUIVALENT ROUND-SIZE 24"	FOOT	49	$ 80.00	$ 3,920.00	40.0	$ 80.00	$ 3,200.00
58	STORM SEWER SERVICE, CLASS B, TYPE 1 , 6"	FOOT	870	$ 36.00	$ 31,320.00	570.0	$ 36.00	$ 20,520.00
59	STORM SEWER SERVICE, CLASS B, TYPE 1, 8"	FOOT	450	$ 40.00	$ 18,000.00	166.0	$ 40.00	$ 6,640.00
60	STORM SEWERS, CLASS B, TYPE 1, 12"	FOOT	609	$ 42.00	$ 25,578.00	674.8	$ 42.00	$ 28,341.60
61	STORM SEWERS, CLASS B, TYPE 2, 12"	FOOT	229	$ 45.00	$ 10,305.00	184.0	$ 45.00	$ 8,280.00
62	STORM SEWERS, CLASS B, TYPE 3, 21"	FOOT	17	$ 125.00	$ 2,125.00	12.5	$ 125.00	$ 1,562.50
63	PVC WATER MAIN 4"	FOOT	40	$ 48.00	$ 1,920.00	70.0	$ 48.00	$ 3,360.00
64	PVC WATER MAIN 8"	FOOT	2,365	$ 54.00	$ 127,710.00	2175.7	$ 54.00	$ 117,487.80
65	PVC WATER MAIN 12"	FOOT	60	$ 68.00	$ 4,080.00	84.0	$ 68.00	$ 5,712.00
66	PVC WATER MAIN 16"	FOOT	25	$ 95.00	$ 2,375.00		$ 95.00	$ -
67	WATER VALVES 8"	EACH	8	$ 1,400.00	$ 11,200.00	4.0	$ 1,400.00	$ 5,600.00
68	PRESSURE CONNECTION 12" X 8"	EACH	1	$ 4,200.00	$ 4,200.00		$ 4,200.00	$ -
69	INSERT VALVE, 4"	EACH	2	$ 5,800.00	$ 11,600.00	2.0	$ 5,800.00	$ 11,600.00
70	INSERT VALVE, 8"	EACH	3	$ 7,600.00	$ 22,800.00	3.0	$ 7,600.00	$ 22,800.00
71	INSERT VALVE, 12"	EACH	4	$ 10,500.00	$ 42,000.00	3.0	$ 10,500.00	$ 31,500.00
72	WATER SERVICE, NEARSIDE, 1 1/2"	EACH	12	$ 1,600.00	$ 19,200.00	22.0	$ 1,600.00	$ 35,200.00
73	WATER SERVICE, FAR SIDE, 1 1/2"	EACH	27	$ 2,600.00	$ 70,200.00	23.0	$ 2,600.00	$ 59,800.00
74	WATER SERVICE, 1 1/2" (SPECIAL)	EACH	2	$ 3,200.00	$ 6,400.00	0.0	$ 3,200.00	$ -
75	FIRE HYDRANT TO BE REMOVED	EACH	4	$ 800.00	$ 3,200.00	5.0	$ 800.00	$ 4,000.00
76	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	7	$ 4,200.00	$ 29,400.00	9.0	$ 4,200.00	$ 37,800.00
77	PIPE UNDERDRAINS 6" (SPECIAL)	FOOT	150	$ 26.00	$ 3,900.00	6.0	$ 26.00	$ 156.00
78	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	2	$ 2,250.00	$ 4,500.00	2.0	$ 2,250.00	$ 4,500.00
79	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 3 FRAME AND GRATE	EACH	9	$ 2,450.00	$ 22,050.00	8.0	$ 2,450.00	$ 19,600.00
80	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 3V FRAME AND GRATE	EACH	27	$ 2,450.00	$ 66,150.00	22.0	$ 2,450.00	$ 53,900.00

81	CATCH BASINS, TYPE C, TYPE 3V FRAME AND GRATE	EACH	3	$ 1,600.00	$ 4,800.00	5.0	$ 1,600.00	$ 8,000.00
82	CATCH BASINS, TYPE C, TYPE 8 GRATE	EACH	1	$ 1,400.00	$ 1,400.00	1.0	$ 1,400.00	$ 1,400.00
83	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	11	$ 2,350.00	$ 25,850.00	11.0	$ 2,350.00	$ 25,850.00
84	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	$ 3,400.00	$ 3,400.00	1.0	$ 3,400.00	$ 3,400.00
85	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	12	$ 3,400.00	$ 40,800.00	11.0	$ 3,400.00	$ 37,400.00
86	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4	$ 5,800.00	$ 23,200.00	4.0	$ 5,800.00	$ 23,200.00
87	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	6	$ 1,200.00	$ 7,200.00	9.0	$ 1,200.00	$ 10,800.00
88	INLETS, TYPE A, TYPE 3V FRAME AND GRATE	EACH	11	$ 1,200.00	$ 13,200.00	11.0	$ 1,200.00	$ 13,200.00
89	VALVE VAULTS, TYPE A, 4'-DIA., TYPE 1 FRAME, CLOSED LID	EACH	9	$ 1,800.00	$ 16,200.00	8.0	$ 1,800.00	$ 14,400.00
90	VALVE VAULTS, TYPE A, 5'-DIA., TYPE 1 FRAME, CLOSED LID	EACH	4	$ 2,100.00	$ 8,400.00	1.0	$ 2,100.00	$ 2,100.00
91	MANHOLES TO BE ADJUSTED	EACH	14	$ 300.00	$ 4,200.00	10.0	$ 300.00	$ 3,000.00
92	MANHOLE TO BE RECONSTRUCTED	EACH	2	$ 1,400.00	$ 2,800.00		$ 1,400.00	$ -
93	INLETS TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE	EACH	8	$ 750.00	$ 6,000.00		$ 750.00	$ -
94	VALVE VAULTS TO BE ADJUSTED	EACH	9	$ 300.00	$ 2,700.00		$ 300.00	$ -
95	VALVE VAULTS TO BE REMOVED	EACH	6	$ 300.00	$ 1,800.00	6.0	$ 300.00	$ 1,800.00
96	VALVE BOXES TO BE ADJUSTED	EACH	2	$ 200.00	$ 400.00	1.0	$ 200.00	$ 200.00
97	REMOVING MANHOLES	EACH	27	$ 350.00	$ 9,450.00	27.0	$ 350.00	$ 9,450.00
98	REMOVING CATCH BASINS	EACH	16	$ 350.00	$ 5,600.00	16.0	$ 350.00	$ 5,600.00
99	REMOVING INLETS	EACH	10	$ 50.00	$ 500.00	10.0	$ 50.00	$ 500.00
100	CONCRETE CURB TYPE B, (SPECIAL)	FOOT	300	$ 15.50	$ 4,650.00	288.3	$ 15.50	$ 4,468.65
101	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	9,904	$ 15.00	$ 148,560.00	10200.7	$ 15.00	$ 153,010.50
102	SPECIAL WASTE DISPOSAL	CU YD	500	$ 75.00	$ 37,500.00	474.3	$ 75.00	$ 35,572.50
103	CCDD/LUST TESTING,MANAGEMENT, & COMPLIANCE	L SUM	1	$ 15,000.00	$ 15,000.00	1.0	$ 15,000.00	$ 15,000.00
104	CCDD MATERIALS MANAGEMENT ALLOWANCE	L SUM	1	$ 40,000.00	$ 40,000.00	3762.3	$ 1.00	$ 3,762.30
105	MOBILIZATION	L SUM	1	$ 75,000.00	$ 75,000.00	1.0	$ 75,000.00	$ 75,000.00
106	TRAFFIC CONTROL COMPLETE	L SUM	1	$ 38,500.00	$ 38,500.00	1.0	$ 38,500.00	$ 38,500.00
107	SIGN PANEL - TYPE 1	SO FT	182	$ 18.00	$ 3,276.00		$ 18.00	$ -
108	METAL POST - TYPE A	FOOT	341	$ 10.00	$ 3,410.00		$ 10.00	$ -
109	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	1,200	$ 4.50	$ 5,400.00	646.5	$ 4.50	$ 2,909.25
110	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	252	$ 9.00	$ 2,268.00	161.0	$ 9.00	$ 1,449.00
111	PAINT PAVEMENT MARKING - LINE 6"	FOOT	50	$ 5.00	$ 250.00		$ 5.00	$ -
112	PAINT PAVEMENT MARKING - LINE 12"	FOOT	50	$ 7.00	$ 350.00		$ 7.00	$ -
113	PAINT PAVEMENT MARKING - LINE 24"	FOOT	50	$ 14.00	$ 700.00		$ 14.00	$ -
114	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQ YD	25	$ 140.00	$ 3,500.00		$ 140.00	$ -
115	ABANDON EXISTING UTILITY (INCLUDES SAN. SEWER)	L SUM	1	$ 8,000.00	$ 8,000.00	1.0	$ 8,000.00	$ 8,000.00
116	DROP MANHOLES, WITH TYPE 1 FRAME, CLOSED LID	EACH	2	$ 8,500.00	$ 17,000.00	2.0	$ 8,500.00	$ 17,000.00
117	MANHOLES, SANITARY	EACH	21	$ 2,600.00	$ 54,600.00	20.0	$ 2,600.00	$ 52,000.00
118	VALVE BOXES TO BE REMOVED	EACH	1	$ 150.00	$ 150.00	2.0	$ 150.00	$ 300.00
119	RELAY SANITARY SERVICE, 6" PVC	FOOT	250	$ 75.00	$ 18,750.00	111.7	$ 75.00	$ 8,377.50
120	SANITARY LATERAL REPAIR, 6" PVC	FOOT	310	$ 45.00	$ 13,950.00	321.5	$ 45.00	$ 14,467.50
121	REPAIR/REPLACE FLAGSTONE LANDSCAPE WALL	SQ FT	250	$ 25.00	$ 6,250.00	9.3	$ 25.00	$ 232.50

122	SEGMENTAL CONCRETE BLOCK WALL	SQ FT	450	$ 48.00	$ 21,600.00	137.8	$ 48.00	$ 6,614.40
123	SANITARY LATERAL ENCASEMENT	EACH	3	$ 750.00	$ 2,250.00		$ 750.00	$ -
124	WATER SERVICE REPAIR, 1" TO 1.5"	FOOT	300	$ 5.00	$ 1,500.00	30.0	$ 5.00	$ 150.00
125	REMOVING AND RESETTING STREET SIGNS	EACH	22	$ 125.00	$ 2,750.00	22.0	$ 125.00	$ 2,750.00
126	RELAY SANITARY SEWER PVC SDR 26, 8"	FOOT	55	$ 65.00	$ 3,575.00	56.0	$ 65.00	$ 3,640.00
127	RELAY SANITARY SEWER PVC SDR 26, 10"	FOOT	40	$ 80.00	$ 3,200.00	22.0	$ 80.00	$ 1,760.00
128	RELAY SANITARY SEWER PVC SDR 26, 12"	FOOT	180	$ 84.00	$ 15,120.00	157.3	$ 84.00	$ 13,213.20
129	RELAY SANITARY SEWER PVC SDR 26, 15"	FOOT	20	$ 90.00	$ 1,800.00	10.0	$ 90.00	$ 900.00
130	RELAY SANITARY SEWER PVC SDR 26, 24"	FOOT	160	$ 145.00	$ 23,200.00	102.5	$ 145.00	$ 14,862.50
	TOTAL				**$ 3,414,571.00**			$ 3,221,372.35

STEEL CASING PIPE, AUGURED AND JACKED, 24"	FOOT	185	$ 425.00	$ 78,625.00	160.0	$ 425.00	$ 68,000.00
CATCH BASINS, TYPE A, 4'-DIAMETER. TYPE 8 GRATE	EACH	1	$ 3,800.00	$ 3,800.00	1.0	$ 3,800.00	$ 3,800.00
STORM SEWERS, CLASS B, TYPE 2, 18"	FOOT	170	$ 75.00	$ 12,750.00	175.0	$ 75.00	$ 13,125.00
				$ 95,175.00			$ 84,925.00

CIPP LINER FOR SANITARY SEWER MAIN 8"	FOOT	230	$ 36.00	$ 8,280.00	230.0	$ 36.00	$ 8,280.00
CIPP LINER FOR SANITARY SEWER MAIN 10"	FOOT	385	$ 34.00	$ 13,090.00	382.0	$ 34.00	$ 12,988.00
CIPP LINER FOR SANITARY SEWER MAIN 12"	FOOT	1,720	$ 39.00	$ 67,080.00	1693.0	$ 39.00	$ 66,027.00
CIPP LINER FOR SANITARY SEWER MAIN 24"	FOOT	425	$ 95.00	$ 40,375.00	430.0	$ 95.00	$ 40,850.00
TOTAL				**$ 319,175.00**			**$ 128,145.00**

X1	Watermain Connections at Walnut	$ 4,000.00
X2	Madison Street ATT Conflicts	$ 9,645.21
X3	Watermain Break at Walker and Lane	$ 7,219.10
X4	Watermain Break at Walker and Lane	$ 14,563.82
X5	Unmarked 6" watermain break repair	$ 1,489.29
X6	Watermain break Walnut at Walnut and Hospital	$ 3,258.19
X7	Pipe P106 Rock Excavation	$ 4,530.76
X8	San 2816 Structure Modification	$ 2,303.55
X9	Corp Stop Brak at #532 Walker	$ 681.01
X10	Relocate S202 and Reconstruct S203	$ 1,893.17
X11	Nicor Irrigation System Repairs	$ 3,120.00
X12	Water Main Break at Walnut and Elm	$ 4,549.52
		$ 57,253.62

Total Complete to Date	$ 3,491,695.97
Less: 10% Retention	$ -
Balance	$ 3,491,695.97
Less: Previous Payments	$ 2,758,068.90
Balance Due Today	$ 733,627.07

Sincerely,

Nicholas Neri, President
John Neri Construction Company, Inc

Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Status	Estimated Cost		Submitted Cost		John Neri Invoice Number	
					Addition	Deduction	Addition	Deduction		
1	05/07/14	4" WATER MAIN CONNECTIONS	Replacement of existing 4" Cast Iron Water Main at the intersection of Walnut and Clay	Complete			$ 4,000.00		X1	
2	06/17/14	CLASS D PATCHES, TYPE IV, 6 INCH, et. al.	An AT&T duct line not identified during the JULIE process caused the relocation of the storm sewer on Madison St. Relocation required modification to manholes and increased the pavement patching.	Complete			$ 9,642.21		X2	
3	06/27/14	PVC WATER MAIN 12"	12" water main broke at the northeast corner of Walker and The Lane.	Complete			$ 7,219.10		X3	
4	06/30/14	PVC WATER MAIN 12"	12" water main broke twice at the intersection of Walker and The Lane	Complete			$ 14,563.82		X4	
5	07/02/14	PVC WATER MAIN 6"	Repair to an existing 6" water main stub that was not identified on the Village atlas or during JULIE process.	Complete			$ 1,489.29		X5	
6	07/02/14	4" WATER MAIN	Repair to water main break on East Walnut in front of the AHH - existing 6" cast iron lead joints failed.	Complete			$ 3,258.19		X6	
7	07/11/14	TIME & MATERIAL	Demolition of a large, underground boulder which blocked the route of the storm sewer on E. Walnut.	Complete			$ 4,530.76		X7	
8	07/16/14	TIME & MATERIAL	Work to modify inverst at Sanitary Manhole 2816. Field conditions and existing pipe sizes varied from those indicated on the plans.	Complete			$ 2,303.55		X8	
9	07/22/14	TIME & MATERIAL	Water service rupture at 532 Walker Rd. An abandoned and unmarked corporate stop was hit during excavation to install the new service.	Complete			$ 681.01		X9	
10	07/25/14	TIME & MATERIAL	AT&T conflict at proposed location of inlet S-202. T&M to move S-202 to northwest limit and reconstruct catch basin S-203.	Complete			$ 1,893.17		X10	
11	08/22/14	TIME & MATERIAL	Repairs to resident's irrigation systems when Nicor relocated a gas main. Village conducted the repairs to continue site restoration. VOH will back-charge Nicor.	Complete			$ 3,120.00		X11	
12	08/30/14	PVC WATER MAIN 8"	Water main break at Walnut and Elm	Complete			$ 4,549.52		X12	
13	03/05/15		Line Item Quantity Reconciliation	Complete				$ 204,125.65		
			Subtotal		$ -	$ -	$ 57,250.62	$ 204,125.65		
			Total			$ (146,875.03)	Addition			

Construction Observation		
Budget:	$	322,935.00
Bid:	$	151,883.00
Change Order Contingency:	$	171,052.00

Construction		
Project Budget		3,663,920.00
John Neri Construction Bid		3,638,571.00
Construction Contingency		25,349.00
Contingency balance Less Net Change Orders		172,224.03

Total Project Contingency: $ 343,276.03

7m

Memorandum

To: President Cauley and Village Trustees

From: Chan Yu, Village Planner

Cc: Kathleen A. Gargano, Village Manager
Robb McGinnis, Director of Community Development/Building Commissioner

Date: March 23, 2015

Re: 11 E. First Street – Ten Friends – Exterior Appearance and Site Plan Review Approval for Façade Improvements.

BACKGROUND

Application

The Village of Hinsdale has received an application from CVG Architects, Naperville, Illinois on behalf of Ten Friends, requesting approval of exterior appearance and site plans to allow for façade improvements to the existing building at 11 E. First Street. The site is improved with a multi-story commercial building in the B-2, Central Business District.

Process

The applicant, Ten Friends, is proposing facade improvements at 11 E. First 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 5-102E(5) provides that beauty shops are a permitted use in the B-2 district.

The 11 E. First Street 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 multi-story commercial building in the B-2 Central Business District.

The applicant is proposing improvements to the building elevations, which includes a new sign, externally illuminated with gooseneck lighting.

The applicant is proposing make several changes to the façade with the major changes including:

- Removal of the existing canopy and EIFS panel above the main entrance. The applicant will clean and restore the existing brick and proposes to install a new 13 s.f. (6' x 2.2') sign, which would include 3 new gooseneck lights.
- Relocate the main entrance slightly to the east and replace with a solid wood plan door.
- Remove the existing store front windows and replace with new window units surrounded with black frames. Store front treatment will also include new cedar trim and panel below the storefront windows and crown molding above, and all painted black to match.

Property History

A review of the zoning maps finds that the property has been zoned B-2 since at least 1989.

Planning Commission Action

At the March 11, 2015 Plan Commission meeting, the Commission reviewed the application submitted for the proposed façade improvements at 11 E. First Street. Following a motion to approve the proposed exterior appearance and site plans, the Plan Commission, on a 6-0 vote, recommended approval for the said plans. Plan Commission has the final authority on signage and therefore, only the wall sign will require further consideration.

Motion

Should the Board of Trustees feel the request is appropriate, the following motion would be recommended:

Motion: Move that the Board of Trustees approve an "Ordinance Approving Exterior Appearance and Site Plans for the exterior modification and façade improvements at 11 E. First Street"

Attachments:

Attachment 1 – Draft Ordinance
Exhibit A – Site Plan and Exterior Appearance Plans
Exhibit B -- Draft Findings and Recommendation

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SITE PLAN AND EXTERIOR APPEARANCE PLAN FOR FAÇADE IMPROVEMENTS TO A COMMERCIAL BUILDING AT 11 E. FIRST STREET – TEN FRIENDS LLC

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 11 E. First Street, Hinsdale, Illinois (the "Subject Property"), from applicant Ten Friends LLC (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, among other things, remove the existing canopy and EIFS panel above the main entrance, clean and restore the existing brick, install a new sign, accompanied by three (3) gooseneck lights, relocate the main entrance to a location slightly to the east and install a new solid wood door, remove the existing store front windows and replace them with new window units surrounded with black frames, and install new cedar trim and panel below the storefront windows and crown molding above, painted black (collectively, with any other minor changes reflected in the supporting documentation, 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 March 11, 2015. After considering all of the matters related to the Application, the Plan Commission recommended, on a vote of six (6) in favor, zero (0) against, and three (3) absent, approval by the Board of Trustees of the Site Plan and Exterior Appearance Plans 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.

ADOPTED this _____ day of _____, 2015, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2015, 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: _____, 2015

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.

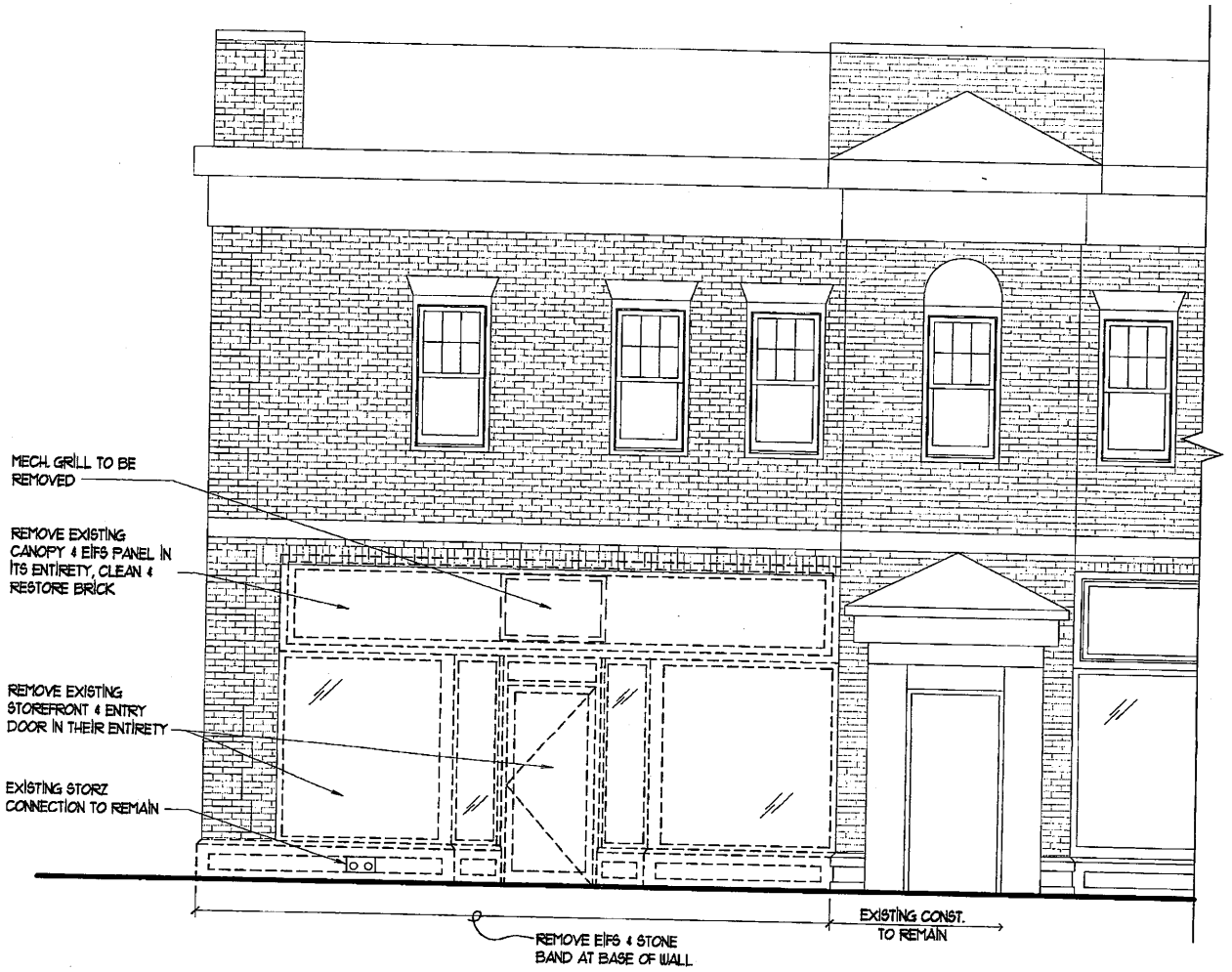
SECTION 5: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity 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.

EXHIBIT A

APPROVED SITE PLAN AND EXTERIOR APPEARANCE PLAN (ATTACHED)

Exhibit A



1 DEMOLITION SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

Attachment 1

tenfriends
blow dry & style bar

11 E. 1st Street - Hinsdale, IL
January 27, 2015 | project 2014-119

charles vincent george
ARCHITECTS
1245 E. Diehl Rd. Suite 101 - Naperville, IL 60563
P: 630.357.2023 • F: 630.357.2662

Exhibit A



2 NEW SOUTH ELEVATION

SCALE: 1/4" = 1'-Ø"

Attachment 1

ten friends
blow dry & style bar

11 E. 1st Street - Hinsdale, IL
January 27, 2015 | project 2014-119

charles vincent george
ARCHITECTS
1245 E. Diehl Rd. Suite 101 • Naperville, IL 60563
P: 630.357.2023 • F: 630.357.2662

EXHIBIT B

FINDINGS AND RECOMMENDATION
(ATTACHED)

DRAFT

HINSDALE PLAN COMMISSION

RE: 11 E. First Street - Ten friends - Exterior Appearance and Site Plan Review

DATE OF PLAN COMMISSION REVIEW: March 11, 2015

DATE OF BOARD OF TRUSTEES MEETING – 1ST READING: April 7, 2015 (tent.)

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. The Village of Hinsdale has received an application from CVG Architects, Naperville, Illinois on behalf of Ten Friends, requesting approval of exterior appearance and site plans to allow for façade improvements to the existing building at 11 E. First Street. The site is improved with a multi-story commercial building in the B-2, Central Business District.

2. 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.

3. Section 5-102E(5) provides that beauty shops are a permitted use in the B-2 district.

4. The 11 E. First Street location is bordered in all directions by properties zoned B-2, Central Business District.

5. At the February 11, 2015 Plan Commission meeting, the Plan Commission heard a presentation from the applicant and reviewed the applicant's site plan and exterior appearance plans relative to the remodeling of an existing storefront at the above location.

6. The applicant circulated a drawing and photograph of the rear of the building and the proposed installation of an air conditioning unit as requested by the building department.

7. The Commission complemented the applicant on the efforts being made to restore the existing transom windows above the storefront glass making comments that the changes were tasteful and would be a good compliment to the surrounding architecture.

8. The Plan Commission finds that based on the Application and the evidence presented at the public meetings, and based on the submitted plans, the Applicant has 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. Among the evidence relied upon by the Plan Commission were the site plans and various plans submitted and

considered for the March 11, 2015, Plan Commission meeting, prepared by Charles Vincent George Architects.

II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed exterior appearance plans, the Village of Hinsdale Plan Commission, on a vote of six (6) "Ayes," zero (0) "Nayes," and three (3) "Absent," recommends that the President and Board of Trustees approve the exterior appearance plans for 11 E. First Street –Ten Friends.

Following a motion to recommend approval of the proposed site plan, the Village of Hinsdale Plan Commission, on a vote of six (6) "Ayes," zero (0) "Nay," and three (3) "Absent," recommends on remand that the President and Board of Trustees approve the site plans for 11 E. First Street- Ten Friends.

THE HINSDALE PLAN COMMISSION

By: _____
Chairman

Dated this _____ day of _____, 2015.

7n

Memorandum

To: President Cauley and Village Trustees

From: Chan Yu, Village Planner

Cc: Kathleen A. Gargano, Village Manager
Robb McGinnis, Director of Community Development/Building Commissioner

Date: March 30, 2015

Re: 330 Chestnut – Hinsdale Land Restoration and Preservation, LLC
Request for Major Adjustment to Approved (O2014-26) Exterior Appearance and Site Plans for Construction of a New Two-Story Commercial Building and Associated Site Improvements.

BACKGROUND

Application

The Village of Hinsdale has received an application (Attachment 1) from Michael Abraham Architecture, Clarendon Hills, Illinois on behalf of Hinsdale Land Restoration and Preservation, LLC, requesting approval of major adjustments to its previously approved (per Ordinance O2014-26) exterior appearance and site plans for construction of a new two-story commercial building at 330 Chestnut Street in the B-3 General Business District (Attachment 2). The initial exterior appearance and site plan review application was approved at the August 5, 2014 Village Board of Trustees (special meeting) and unanimously approved by the Plan Commission and its required variances were unanimously approved by the ZBA (Attachment 3).

Process

Pursuant to Article 11, Section 11-604(I)(2) of the Village of Hinsdale Zoning Ordinance, the Board of Trustees may grant approval of the major adjustments upon finding that the changes are within substantial compliance with the approved final plan or if it is determined that the changes are not within substantial compliance with the approved plan, shall refer it back to the Plan Commission for further hearing and review.

Description of Property, Existing Use and History

The property is currently zoned B-3, which is the general business district intended to serve the entire Hinsdale suburban community with a full range of locally oriented business uses commonly located along established traffic routes.

Section 5-102 of the Zoning Ordinance provides that a wide variety of office uses are permitted in the B-3 district.

The 330 E Chestnut Street location is bordered by properties zoned: Limited Office (O-2) to the North, Single Family Residential (R-4) to the South, Institutional Buildings (IB) to the East and General Business (B-3) to the West.

Initial Exterior Appearance and Site Plan Review Application History (Attachment 2)
Due to the challenges of the site, its unique geometry, and its proximity to the adjacent BNSF railway, the site has created multiple challenges for those looking to propose anything on the property, and for that reason remained vacant and functioned as material storage for many years.

Given these constraints and the uniqueness of the property, the applicant realized the need to obtain several variations to place almost anything on the property given its extraordinary width and very shallow depth. As a result, in addition to the site plan and exterior appearance approvals, the applicant also applied for several variations. The applicant has identified these requests on the cover sheet of their submittal, as well as by outlining them in the General Plan Commission application.
The public hearing regarding these variations took place at the Zoning Board of Appeals (ZBA) on March 19th, 2014. The requested variations are as follows:

- 5' front yard building setback vs. code required 25' (5-110(C))
- 1' rear yard setback vs. code required 20' (5-110(C))
- 0' rear yard landscape buffer vs. code required 10' (9-107(A))
- 2'1" front yard landscape buffer vs. code required 10' (9-107(A))
- 2'1" front yard setback for parking lot and driveway turnaround vs. code required 25' (5-110(C))
- Relief to permit parking in the front yard (9-104 (G)2b)
- Elimination of loading space; 1 required (9-105(D))

The ZBA acknowledged the concerns of a neighbor regarding parking issues and confirmed that the issues were largely a result of the traffic from the Village Children's Academy. Director McGinnis indicated that Village Children's Academy was expected to move out of the 40 S. Clay location in the near future at its meeting on March 19th, 2014. The Board requested that the Village look into this and then unanimously approved (6-0) all of the variation requests, subject to the Village looking into existing parking concerns expressed by the neighbor.

The Planning Commission strongly favored the plans for improvements to the property at its public meeting on June 10th, 2014 and recommended approval of the application by the Board of Trustees on a unanimous vote of 6-0.

Request

The applicant is requesting a major adjustment to the exterior appearance and site plans, as approved by the Village Board on August 5th, 2014. As stated in the applicant's request, the minor alterations to the exterior appearance and site plan are driven by complications to zoning, easements, code interpretations and unique site hurdles. The architect has outlined (numbered 1-13) the specific changes made in the attached application and are referenced through its exhibits (Attachment 1).

Staff has included five (5) letters of support from various residents and neighbors of 330 Chestnut Street for the major adjustments to its previously approved exterior appearance and site plans (Attachment 4).

Planning Commission Action

As mentioned in the above "**Process**", Pursuant to Article 11, Section 11-604(I)(2) of the Village of Hinsdale Zoning Ordinance, the Board of Trustees may grant approval of the major adjustments upon finding that the changes are within substantial compliance with the approved final plan or if it is determined that the changes are not within substantial compliance with the approved plan, shall refer it back to the Plan Commission for further hearing and review.

Motion

Should the Board of Trustees feel the request is appropriate, the following motion would be recommended:

Motion: Move that the Board of Trustees approve an "Ordinance Approving a Major Adjustment to an exterior appearance and site plan at 330 Chestnut Street".

Attachments:

Attachment 1 – Applicant's Request and Exhibits
Attachment 2 – Ordinance O2014-26 (08/05/14) and Request for Board Action Memo – June 23, 2014
Attachment 3 - Village of Hinsdale Board of Trustees Minutes of the Special Meeting – August 5, 2014
Attachment 4 – Letters of Support for Proposed Major Adjustments

DRAFT

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A MAJOR ADJUSTMENT TO A SITE PLAN/ EXTERIOR APPEARANCE PLAN AT 330 CHESTNUT STREET – HINSDALE LAND RESTORATION AND PRESERVATION, LLC

WHEREAS, the Village has previously, through adoption of an ordinance on August 5, 2014 (the "Original Ordinance"), approved a Site Plan/Exterior Appearance Plan for a structure located on property at 330 Chestnut Street, Hinsdale, Illinois (the "Subject Property"); and

WHEREAS, Bernie Bartelli of Michael Abraham Architecture (the "Applicant"), on behalf of the legal owner of the Subject Property, has submitted an application seeking a major adjustment to the final approved Site Plan/Exterior Appearance Plan for the structure on the Subject Property; and

WHEREAS, the changes at issue concern modifications that were made following approval of the original approved Site Plan/Exterior Appearance Plan as a result complications to zoning, easements, code interpretations and the unique aspects of the Subject Property. The modifications include, but are not limited to, to adjusting the parking lot to meet code requirements, and the removal and/or replacement of windows on the north, south, east and west elevations. The specific changes are identified in more detail in the plans and letter from the Applicant dated March 24, 2015 attached hereto as **Group Exhibit A** and made a part hereof; and

WHEREAS, pursuant to Article 11, Section 11-604(I)(2) of the Village of Hinsdale Zoning Ordinance, the Board of Trustees may grant approval of a major adjustment upon finding that the changes are in substantial compliance with the approved final plan.

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 a Major Adjustment to the Site Plan/Exterior Appearance Plan. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Subsection 11-604(I)(2) of the Hinsdale Zoning Code, find that the modifications are in substantial compliance with the approved final plans. The Board of Trustees hereby approves the major adjustment to the previously approved Site Plan/Exterior Appearance Plan for the structure on the Subject Property at 330 Chestnut Street, including but not limited to adjusting the parking lot to meet code requirements, and the removal and/or replacement of windows on the north,

south, east and west elevations, as well as additional modifications as noted on the plans and in the letter from the Applicant dated March 24, 2015 and attached hereto as **Group Exhibit A** and made a part hereof.

Said major adjustment is approved subject to the conditions set forth in Section 3 of this Ordinance. The Original Ordinance is hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

SECTION 3: Conditions on Approval. The approval granted in Section 2 of this Ordinance is subject to the following conditions:

A. No Authorization of Work. This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance, or the Original Ordinance, precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

B. Compliance with Plans. All development work on the Subject Property shall be undertaken only in strict compliance with the approval granted herein, and the approved plans and specifications, including the depictions of the proposed improvements attached hereto as **Group Exhibit A** and made a part hereof.

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

D. 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, the Original 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.

PASSED this _____ day of _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2015, 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: _____, 2015

GROUP EXHIBIT A

SITE PLAN/EXTERIOR APPEARANCE PLAN MODIFICATIONS & EXPLANATORY LETTER DATED MARCH 24, 2015

(ATTACHED)

MICHAEL ABRAHAM
ARCHITECTURE
148 BURLINGTON AVENUE
CLARENDON HILLS, ILLINOIS 60514
PHONE (630) 655.9417
MICHAEL-ABRAHAM.COM

March 24, 2015
Rob McGinnis
Building Commissioner
Director of Community Development
Village of Hinsdale

Re: 330 Chestnut Street

Dear Rob,

Per our discussions over the last few months, we have had to make minor alterations to the exterior appearance and site plan to accommodate external conditions.

The changes are driven by complications to zoning; easements; code interpretations and unique site hurdles that can tend to run counter to our desire create a beautiful space.

Below is a numbered outline detailing the alterations that reference attached drawings. These drawings include bubbled original plans (dated 5.7.14) followed by corresponding drawings (dated 3.24.15) that reflect the current conditions. Please let us know if any additional information is required.

Adjustments from Plan Commission Submission

1)-Existing unfinished concrete wall upgraded to masonry brick wall to match building, use as green wall to remain
2)-Tighter window grille pattern more contextual with neighboring properties
3) -Made eave line continuous with complementing dormers due to village interpretation of height.
-Extended rail on flat north roof per village safety concerns.
4) -Adjustment to wall per village rail requirements and structural considerations for lower level pipe clearances.
5)-Punch windows repositioned per interior village interpretations of accessibility and life safety requirements.
6)-Removed dormer per village roof deck egress and occupancy concerns.
7)-Replaced french doors per village locking mechanism and fire safety/egress concerns.

8)-Incorporated address marker to entry façade.
9)-Incorporated access doors for village pipe access at lower level.
10)- Window relocation based on addition of emergency exit added per meeting with VoH and Hinsdale Fire Chief
11) -Setbacks- Decreased distance to side yards less than 1%, increased distance from the front lot line by 8.6% and increased distance from rear lot line from 1'-4" to 2'-11, per village recommendation for footing locations at buried pipe. Village request remaining within approved zoning setbacks.
12)-Repositioned parking stalls for better ingress and created additional handicap parking spot per ADA requirements. Flow, entry and exit all remain unchanged.
13)-Lot coverage percentage increased 11% by creating solid surface for circle drive per ADA requirements and recommendation from Village of Hinsdale.

Sincerely,

Bernie Bartelli
Michael Abraham Architecture
630.655.9417

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1 SITE OVERVIEW
2 PLAT OF SURVEY
3 SITE PLAN
4 LANDSCAPE PLAN
5 FIRST FLOOR PLAN
6 SECOND FLOOR PLAN
7 BASEMENT FLOOR PLAN
8 NORTH AND SOUTH ELEVATIONS
9 EAST AND WEST ELEVATIONS
10 PERSPECTIVES

ZONING INFORMATION

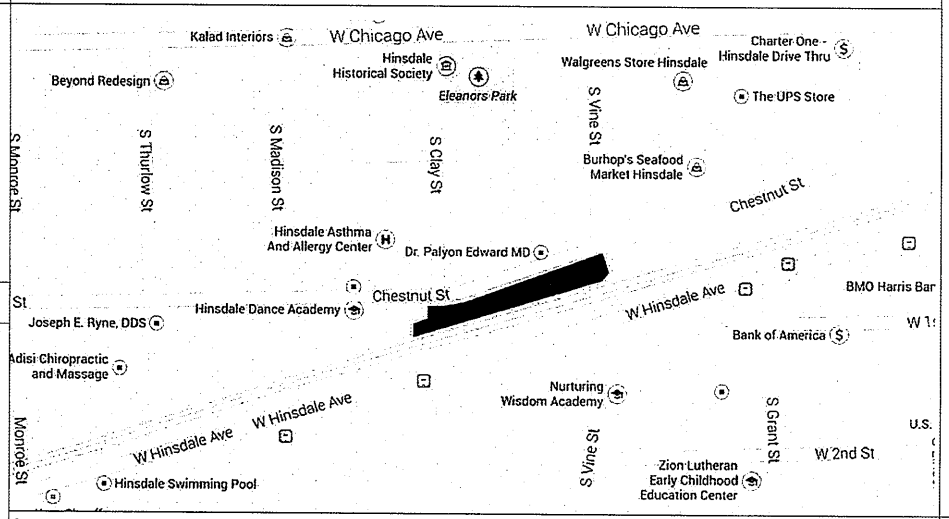
	GRANTED VARIATIONS 3.19.14	CODE SECTION
BUILDING	5'-0" FRONT YARD BUILDING SETBACK	5-110(C)
	1'-0" REAR YARD BUILDING SETBACK	5-110(C)
PARKING/DRIVE	0'-0" LANDSCAPE BUFFER REQUIREMENT FOR REAR YARD	9-107(A)
	2'-1" LANDSCAPE BUFFER FOR FRONT YARD	9-107(A)
	2'-1" FRONT YARD SETBACK (PARKING/TURNAROUND)	5-110(C)
	PARKING ALLOWED IN FRONT YARD	9-104(G) 2b
MISC.	0 LOADING SPACES REQUIRED	9-105(D)

B-3 DISTRICT - 24,090 SF. LOT AREA

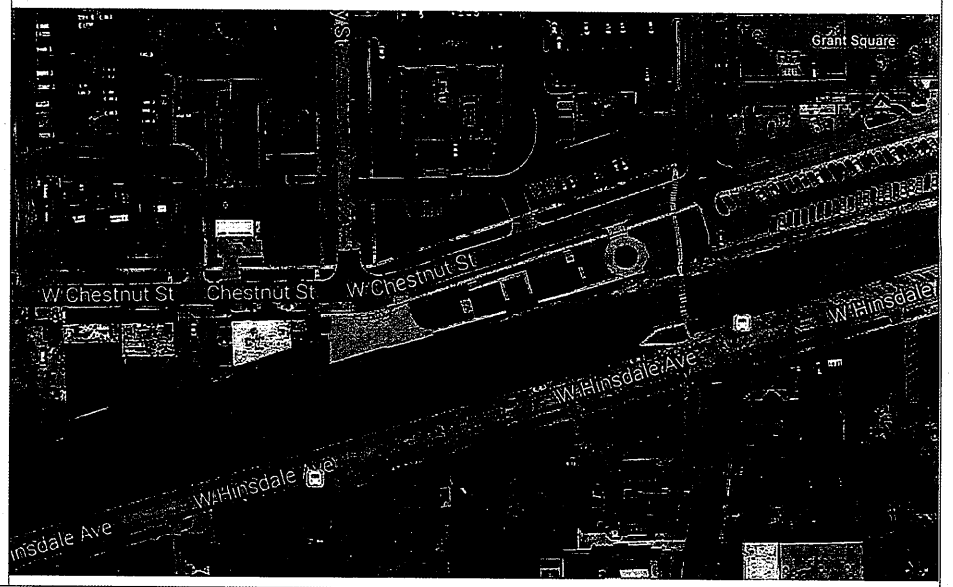
	CODE REQUIRMENTS	PROPOSED
MINIMUM LOT AREA	6,250 S.F.	24,090 S.F.
MINIMUM LOT DEPTH	125'	"67.54'
MINIMUM LOT WIDTH	50'	"479.24'
BUILDING HEIGHT	30'	28'-9"
NUMBER OF STORIES	2	2
FRONT YARD BUILDING SETBACK	5'-0" PER GRANTED ZONING VARIANCE	5'-10"
CORNER SIDE YARD BUILDING SETBACK	N/A	N/A
INTERIOR SIDE YARD BUILDING SETBACK	10'	145'10"
REAR YARD BUILDING SETBACK	1'-0" PER GRANTED ZONING VARIANCE	1'-4"
FLOOR AREA RATIO	50% OF LOT AREA= 12,045 S.F.	5,170(21%)
TOTAL BUILDING COVERAGE	90% OF LOT AREA= 21,681 S.F.	11,140(47%)
PARKING REQUIREMENTS	FOR OFFICE 1 PER 250 F.A.R.	10
FRONT YARD SETBACK	2'-1" PER GRANTED ZONING VARIANCE	2'-2" GARDEN WALL- 10'-5" PARKING
CORNER YARD SETBACK	N/A	N/A
REAR YARD SETBACK	0' PER GRANTED ZONING VARIANCE	0' PER GRANTED ZONING VARIANCE
LANDSCAPE BUFFER (SIDE YARD)	10'	25'
LANDSCAPE BUFFER (FRONT YARD)	2'-1" PER GRANTED ZONING VARIANCE	2'-2"
LANDSCAPE BUFFER (REAR YARD)	0'-0" PER GRANTED ZONING VARIANCE	0'-0"
LOADING REQUIREMENTS	0 PER GRANTED ZONING VARIANCE	0
ACCESORY STRUCTURE INFORMATION	N/A	N/A

11-13

VICINITY MAP



AREA MAP



Attachment 1

CULLIGAN ABRAHAM ARCHITECTURE
culliganabraham.com | 630.655.9417

Hinsdale Land Restoration and Preservation, LLC
330 Chestnut Street
Hinsdale, Illinois

1

ISSUED 5.7.14

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1 SITE OVERVIEW
2 PLAT OF SURVEY
3 SITE PLAN
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5 FIRST FLOOR PLAN
6 SECOND FLOOR PLAN
7 BASEMENT FLOOR PLAN
8 NORTH AND SOUTH ELEVATIONS
9 EAST AND WEST ELEVATIONS
10 PERSPECTIVES

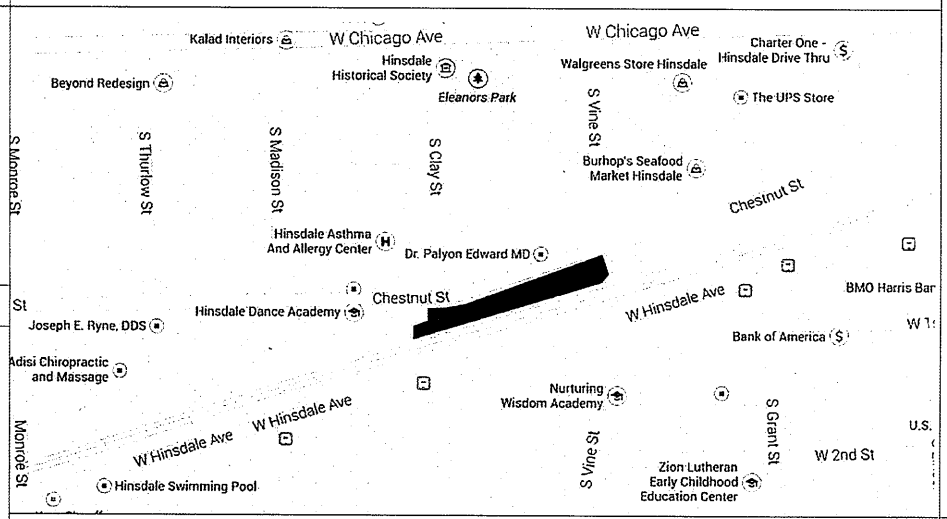
ZONING INFORMATION

	GRANTED VARIATIONS 3.19.14	CODE SECTION
BUILDING	5'-0" FRONT YARD BUILDING SETBACK	5-110(C)
	1'-0" REAR YARD BUILDING SETBACK	5-110(C)
PARKING/DRIVE	0'-0" LANDSCAPE BUFFER REQUIREMENT FOR REAR YARD	9-107(A)
	2'-1" LANDSCAPE BUFFER FOR FRONT YARD	9-107(A)
	2'-1" FRONT YARD SETBACK (PARKING/TURNAROUND)	5-110(C)
	PARKING ALLOWED IN FRONT YARD	9-104(G) 2b
MISC.	0 LOADING SPACES REQUIRED	9-105(D)

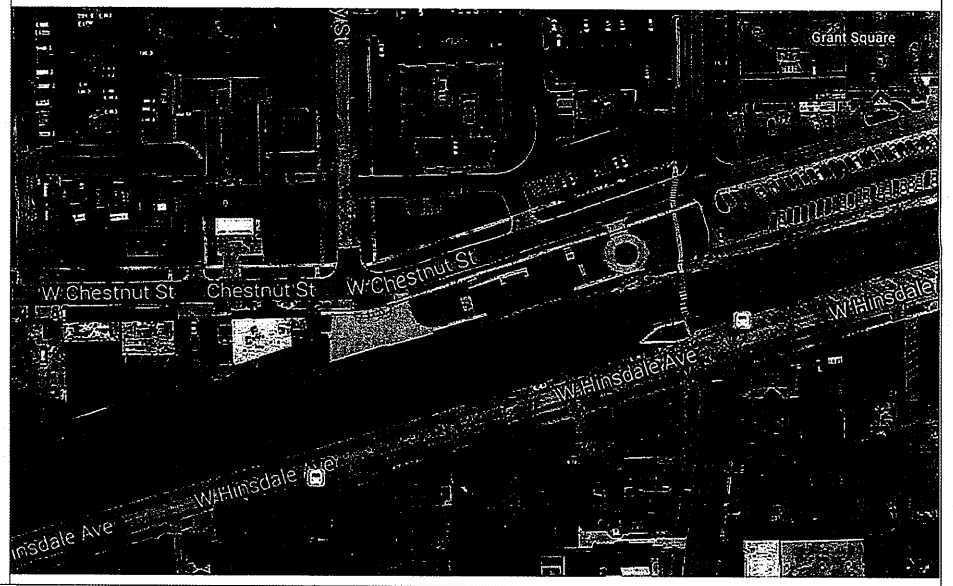
B-3 DISTRICT - 24,090 SF. LOT AREA

	CODE REQUIRMENTS	PROPOSED
MINIMUM LOT AREA	6,250 S.F.	24,090 S.F.
MINIMUM LOT DEPTH	125'	"61.54'
MINIMUM LOT WIDTH	50'	"419.24'
BUILDING HEIGHT	30'	28'-9"
NUMBER OF STORIES	2	2
FRONT YARD BUILDING SETBACK	5'-0" PER GRANTED ZONING VARIANCE	6'-4 1/2"
CORNER SIDE YARD BUILDING SETBACK	N/A	N/A
INTERIOR SIDE YARD BUILDING SETBACK	10'	142'-0 1/2"
REAR YARD BUILDING SETBACK	1'-0" PER GRANTED ZONING VARIANCE	2'-11"
FLOOR AREA RATIO	50% OF LOT AREA= 12,045 S.F.	7,243 (30%)
TOTAL BUILDING COVERAGE	90% OF LOT AREA= 21,681 S.F.	13,442 (58%)
PARKING REQUIREMENTS	FOR OFFICE 1 PER 250 S.F. NET AREA	15
FRONT YARD SETBACK	2'-1" PER GRANTED ZONING VARIANCE	5'-0 1/2", 6'-9" TO PARKING
CORNER YARD SETBACK	N/A	N/A
REAR YARD SETBACK	0' PER GRANTED ZONING VARIANCE	1'-3"
LANDSCAPE BUFFER (SIDE YARD)	10'	10'
LANDSCAPE BUFFER (FRONT YARD)	2'-1" PER GRANTED ZONING VARIANCE	6'-9" TO PARKING
LANDSCAPE BUFFER (REAR YARD)	0'-0" PER GRANTED ZONING VARIANCE	0'-0"
LOADING REQUIREMENTS	0 PER GRANTED ZONING VARIANCE	0
ACCESORY STRUCTURE INFORMATION	N/A	N/A

VICINITY MAP



AREA MAP



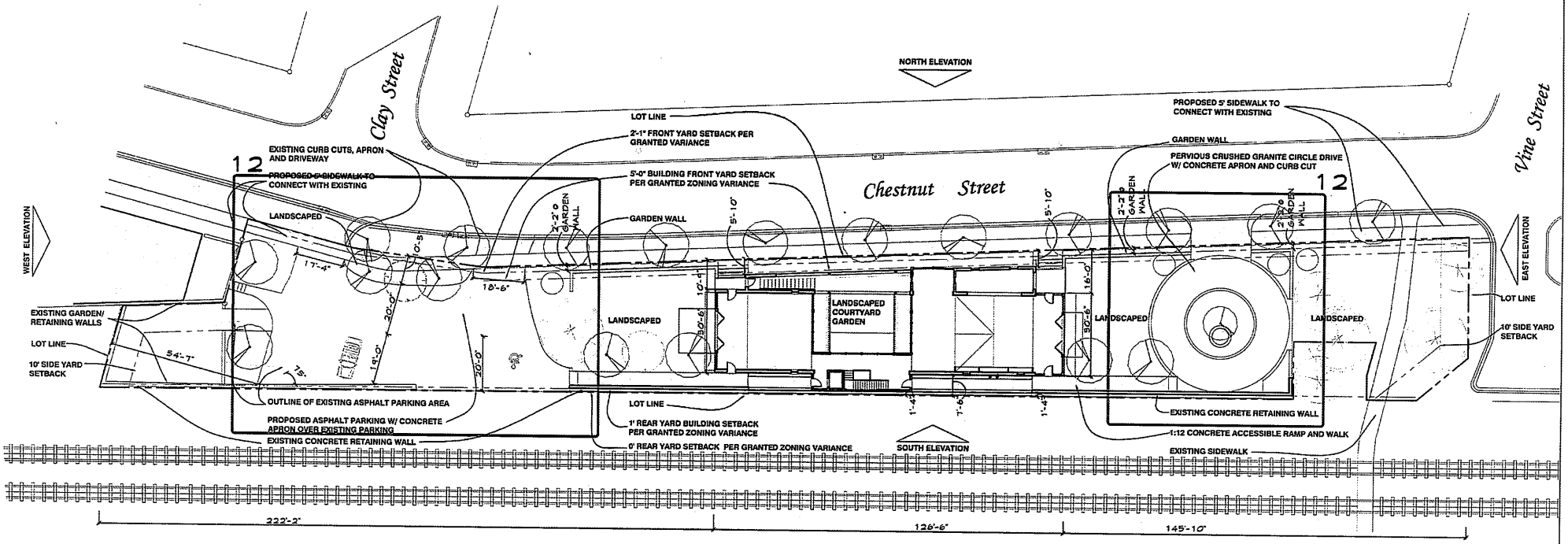
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Hinsdale Land Restoration and Preservation, LLC

330 Chestnut Street
Hinsdale, Illinois

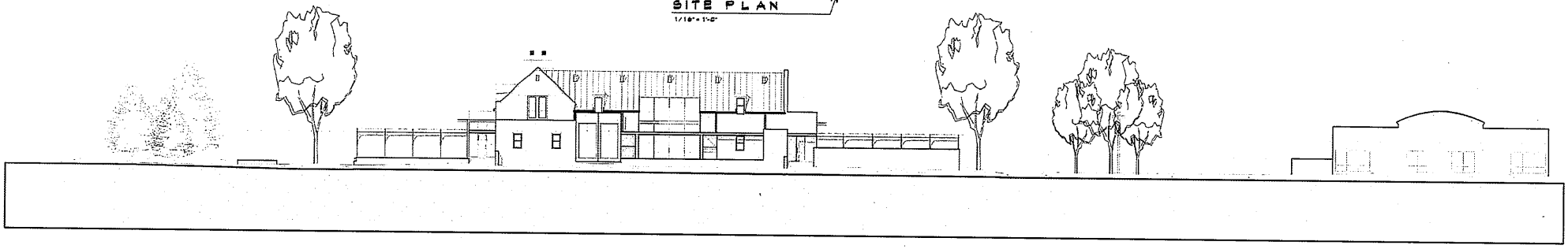
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ISSUED 3.24.15



SITE PLAN

1/16" = 1'-0"



NORTH ELEVATION

1/16" = 1'-0"

Attachment 1

CULLIGAN ABRAHAM ARCHITECTURE

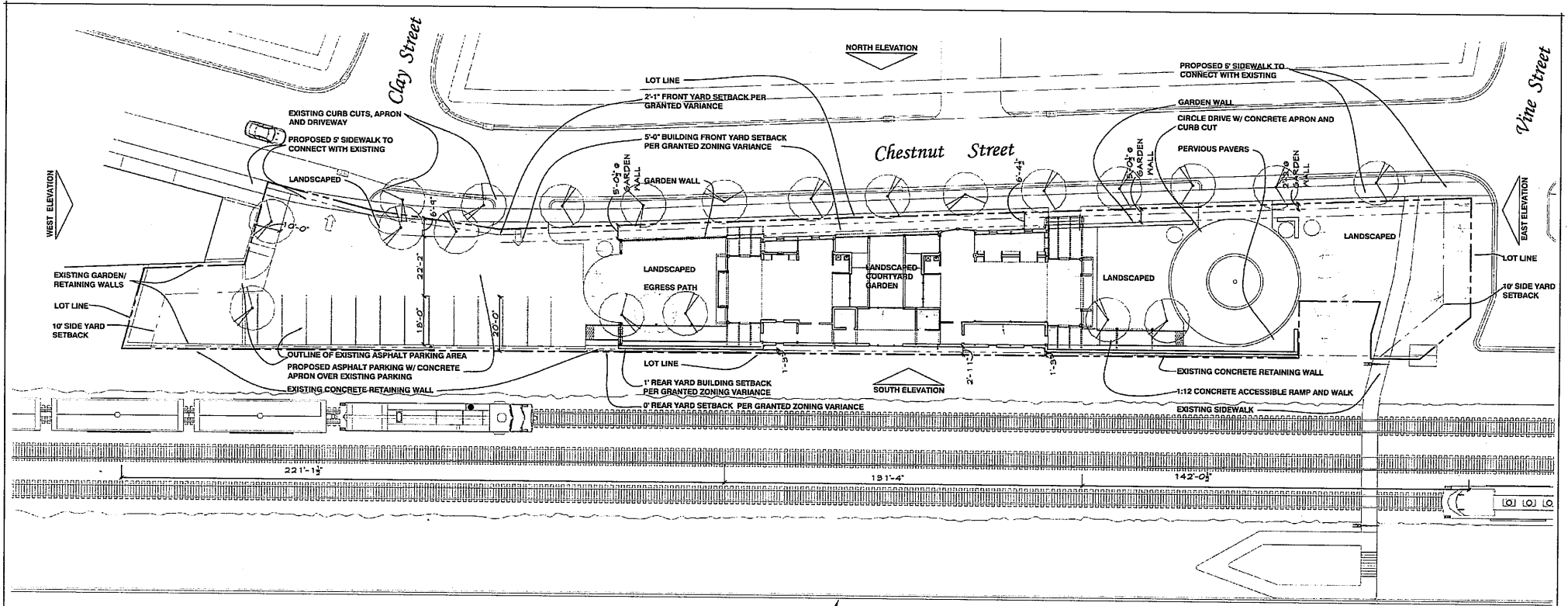
culliganabraham.com 630.655.9417

Hinsdale Land Restoration and Preservation, LLC

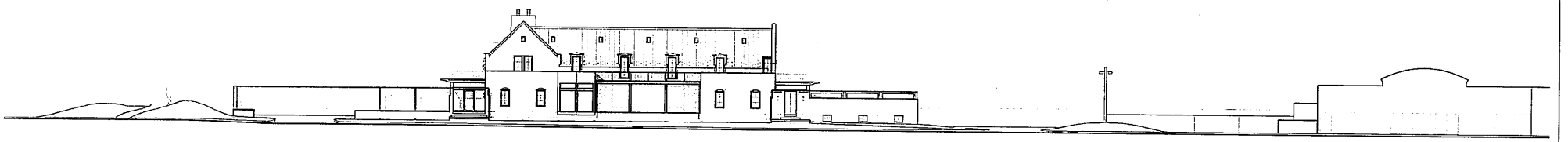
330 Chestnut Street
Hinsdale, Illinois

3

ISSUED 5.7.14



SITE PLAN
1/16" = 1'-0"



NORTH ELEVATION
1/16" = 1'-0"

Attachment 1

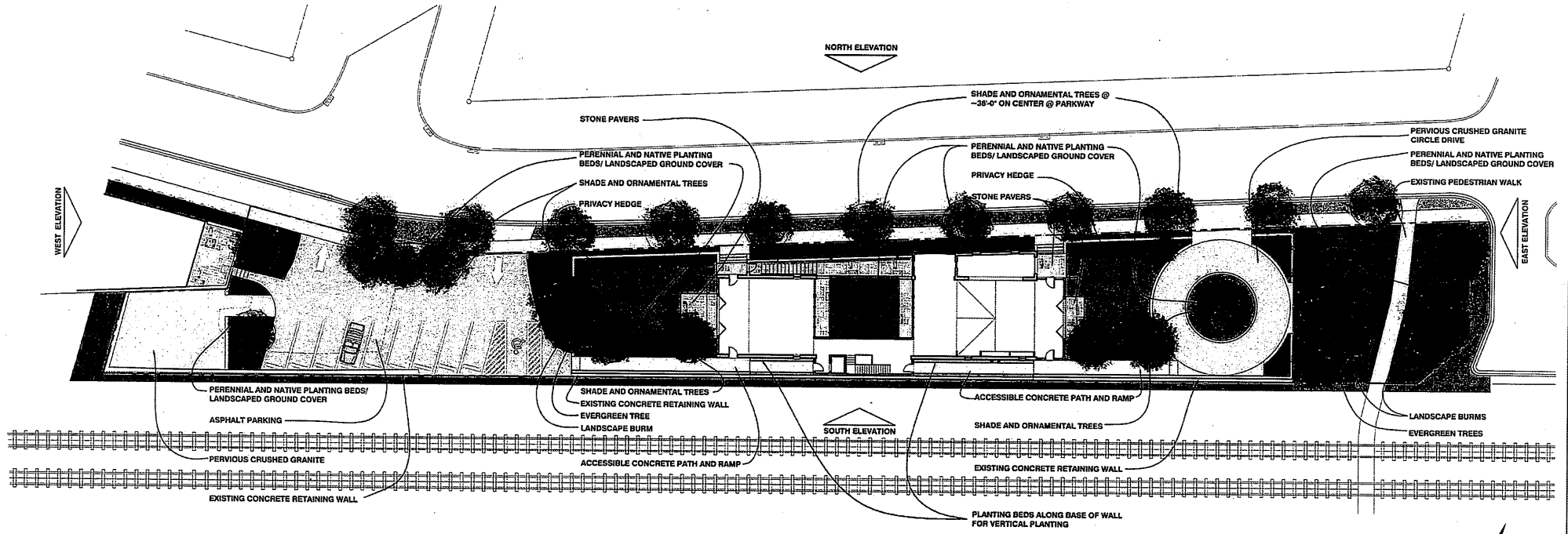
CULLIGAN ABRAHAM
ARCHITECTURE
culliganabraham.com 630.855.0417

Hinsdale Land Restoration and Preservation, LLC

330 Chestnut Street
Hinsdale, Illinois

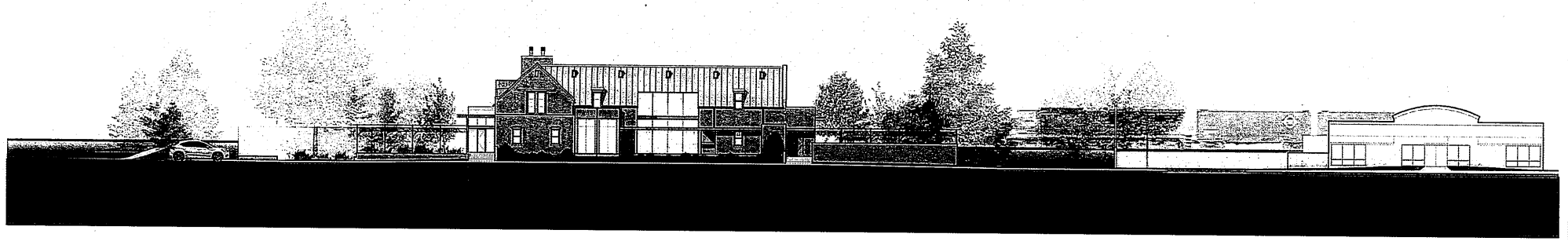
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ISSUED 9.24.15



LANDSCAPE PLAN

1/16" = 1'-0"



NORTH ELEVATION

1/16" = 1'-0"

Attachment 1

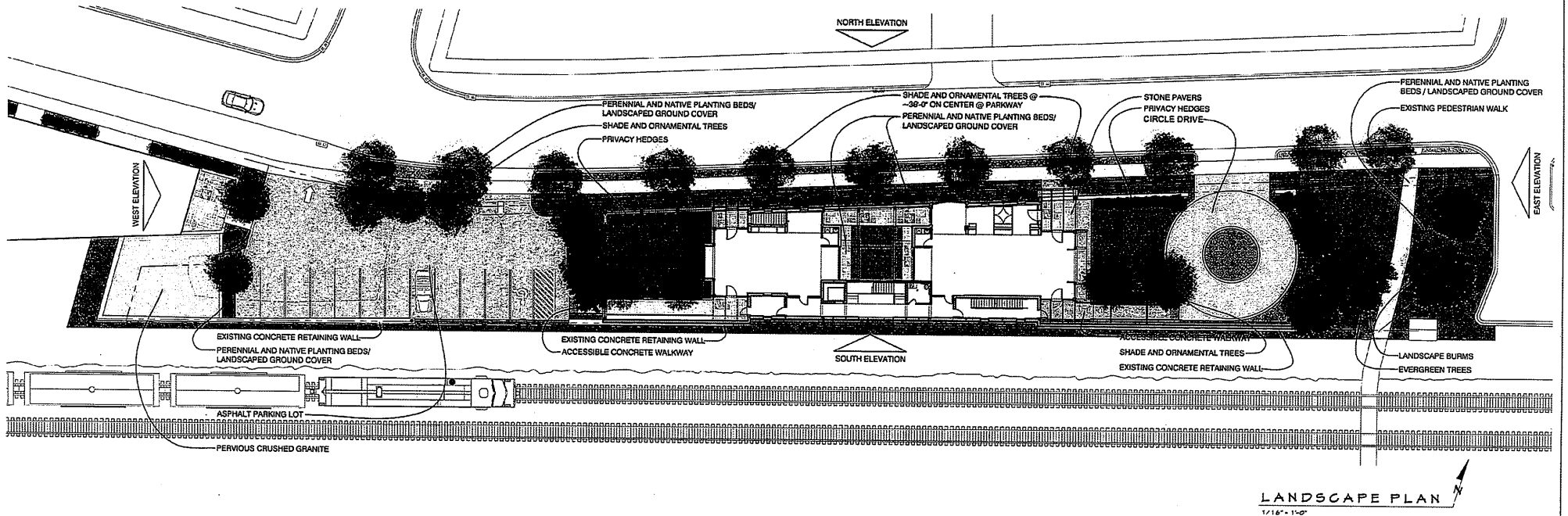
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Hinsdale Land Restoration and Preservation, LLC

330 Chestnut Street
Hinsdale, Illinois

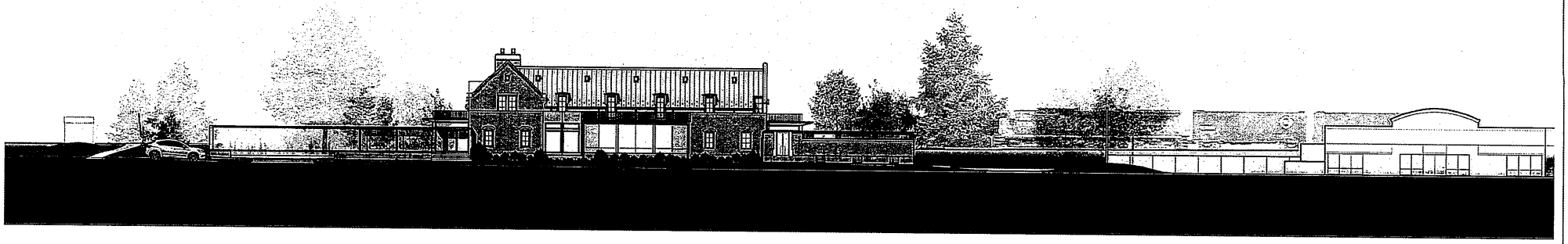
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ISSUED 5.7.14



LANDSCAPE PLAN

1/16" = 1'-0"



NORTH ELEVATION

1/16" = 1'-0"

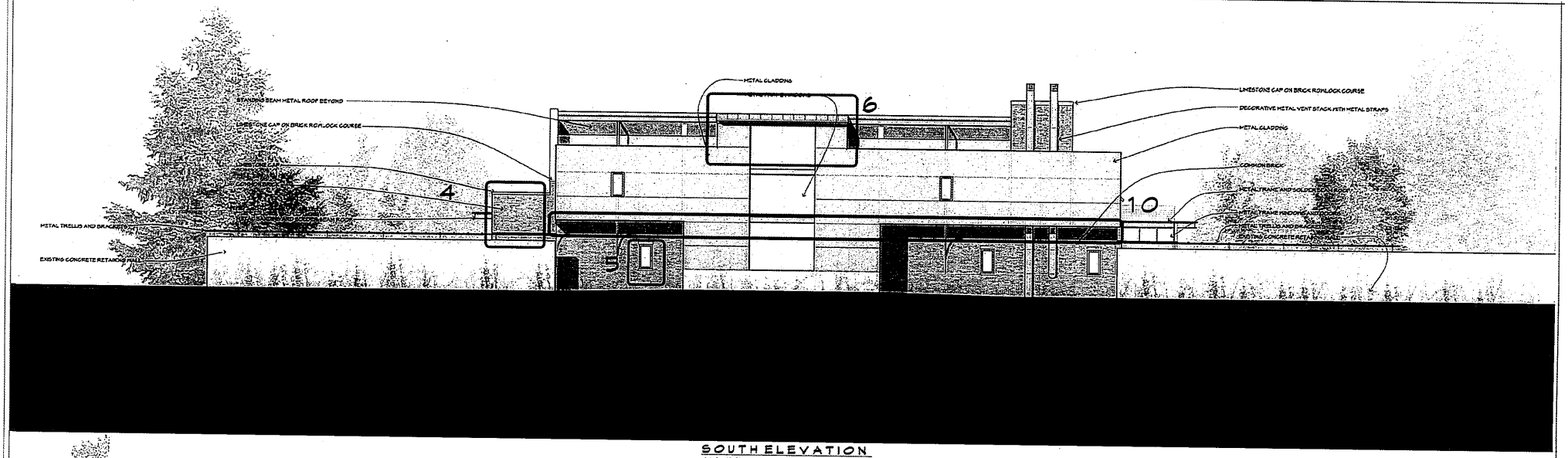
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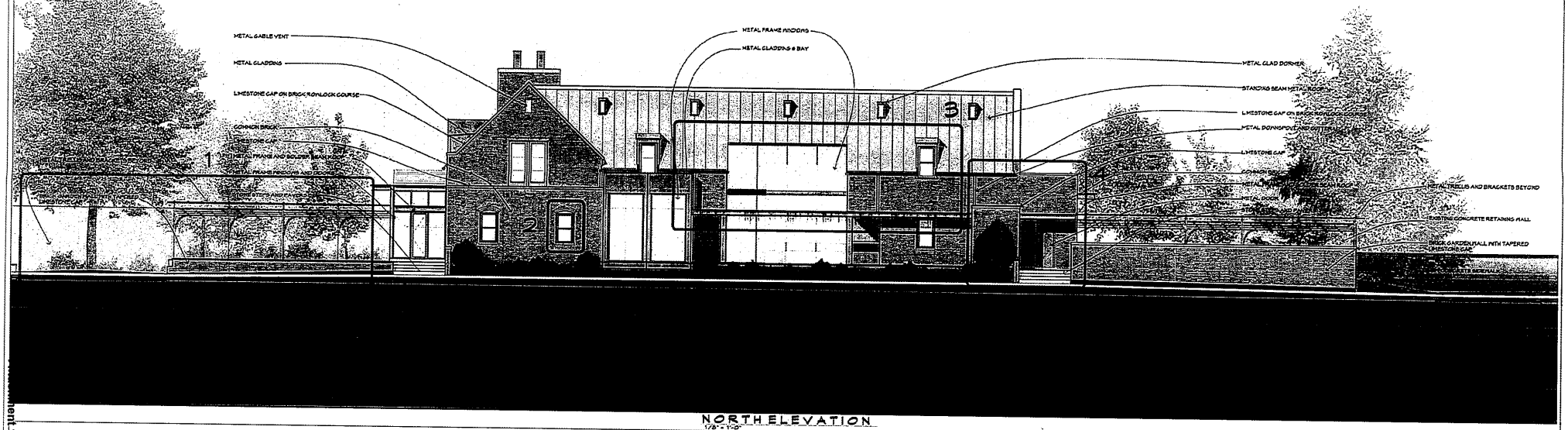
930 Chestnut Street
Hinsdale, Illinois

4

ISSUED 9.24.15



SOUTH ELEVATION
1/8" = 1'-0"



NORTH ELEVATION
1/8" = 1'-0"

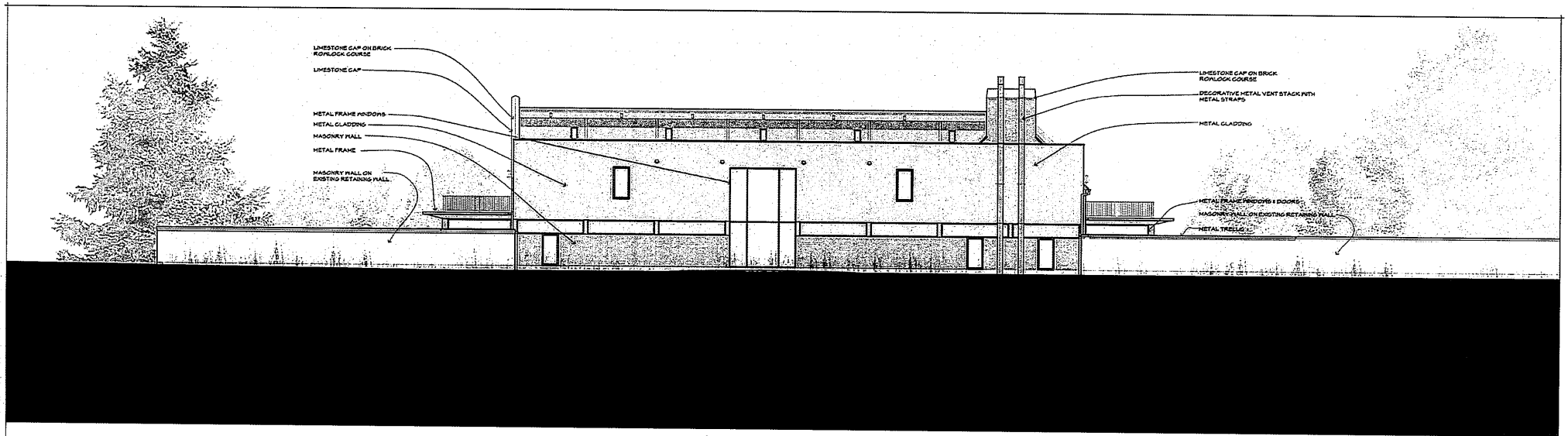
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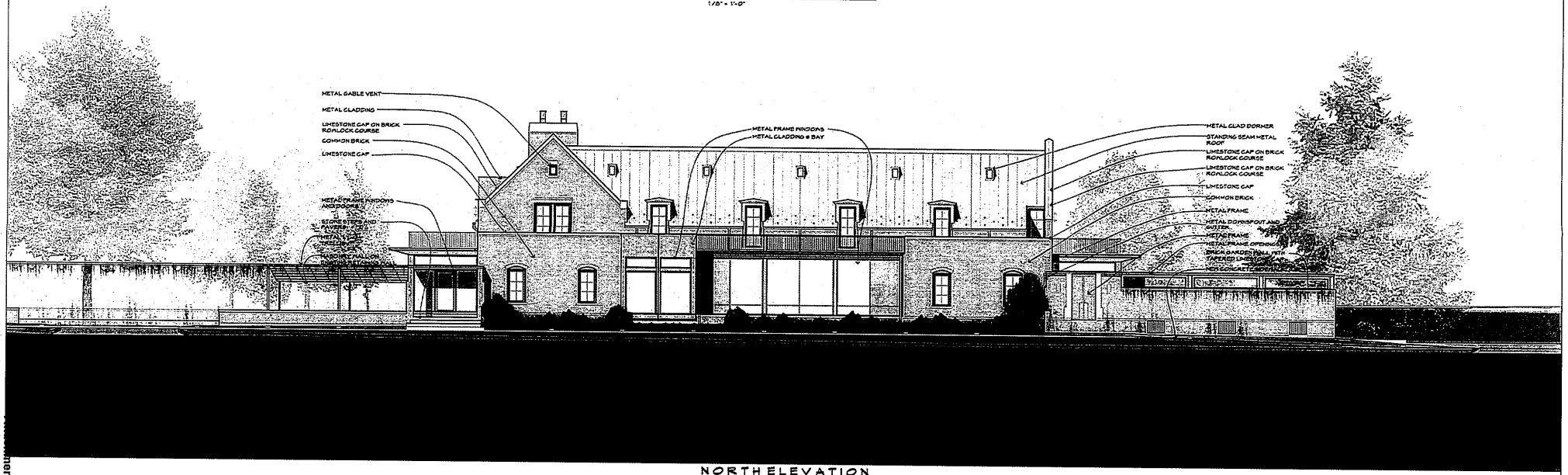
330 Chestnut Street
Hinsdale, Illinois

8

ISSUED 5.7.14



SOUTH ELEVATION
1/8" = 1'-0"



NORTH ELEVATION
1/8" = 1'-0"

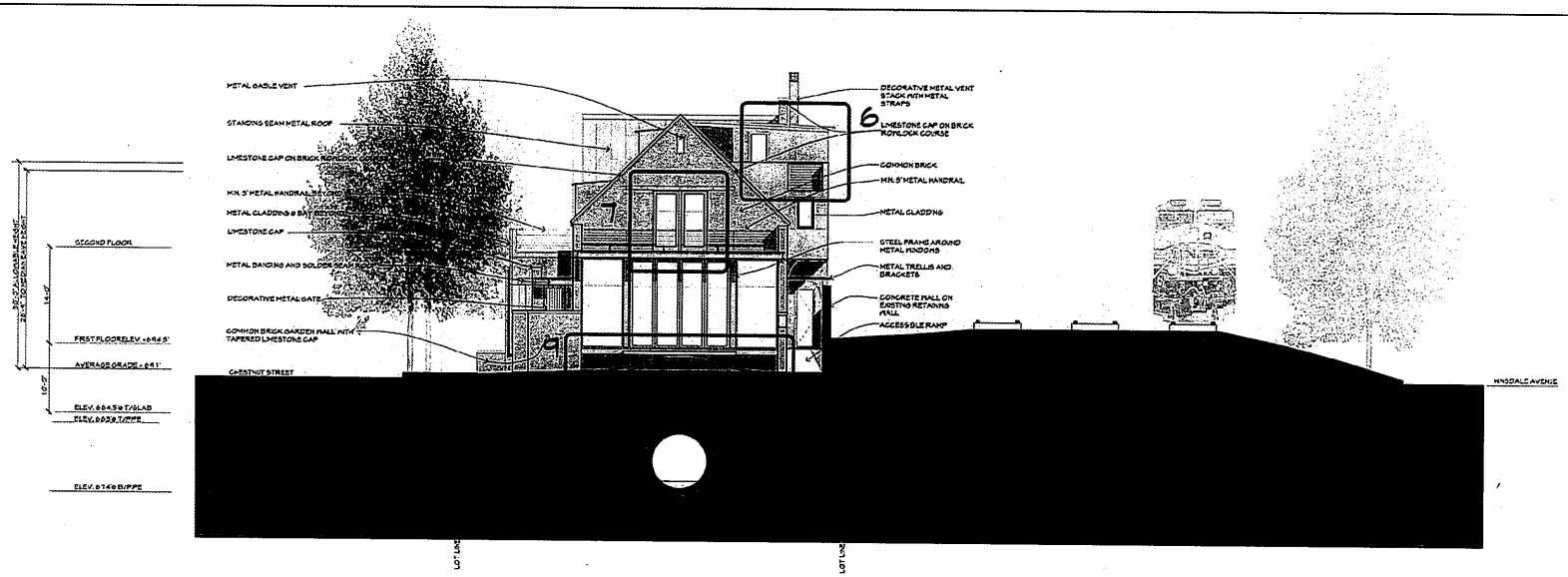
Hinsdale Land Restoration and Preservation, LLC

330 Chestnut Street
Hinsdale, Illinois

8

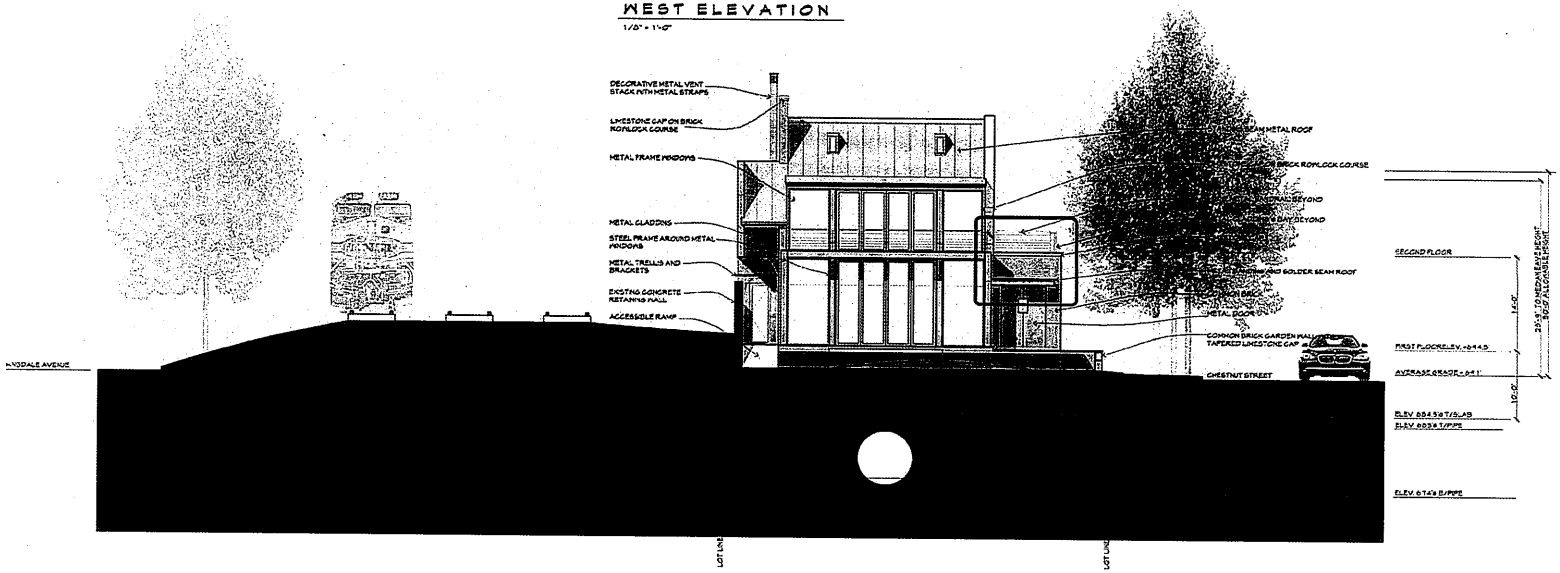
ISSUED 3.24.15

ment 1



WEST ELEVATION

1/8" = 1'-0"



EAST ELEVATION

1/8" = 1'-0"

Attachment 1

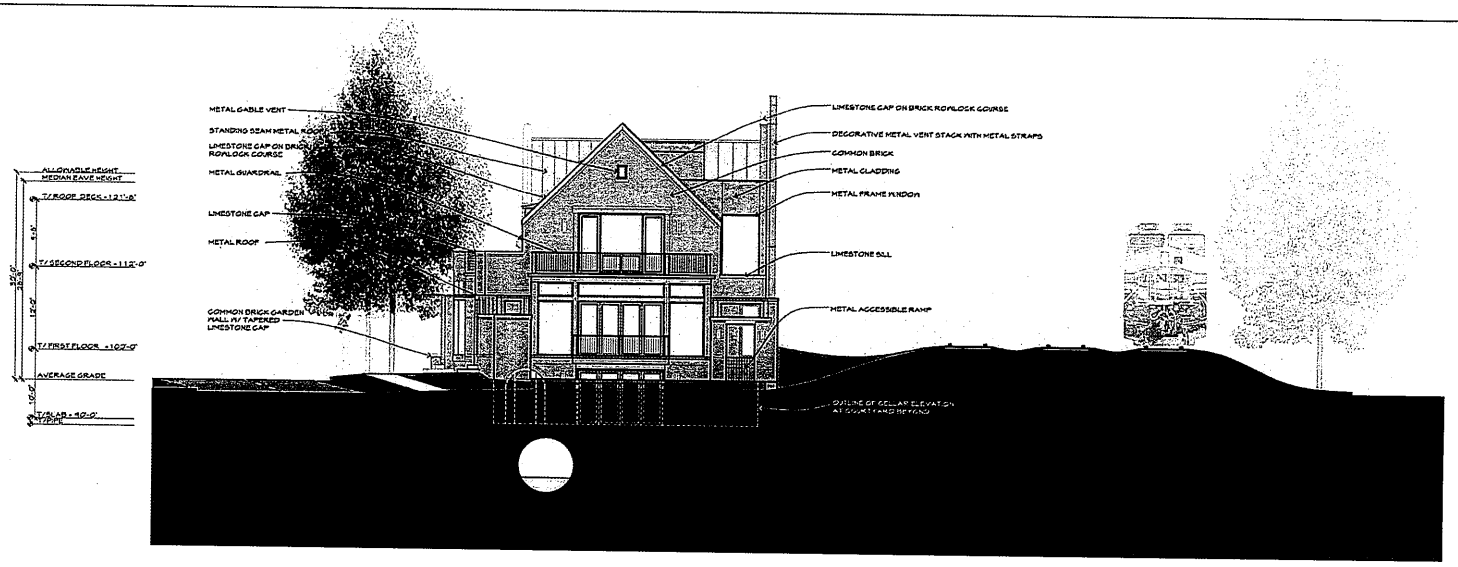
CULLIGAN ABRAHAM
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culliganabraham.com 630.955.9417

Hinsdale Land Restoration and Preservation, LLC

930 Chestnut Street
Hinsdale, Illinois

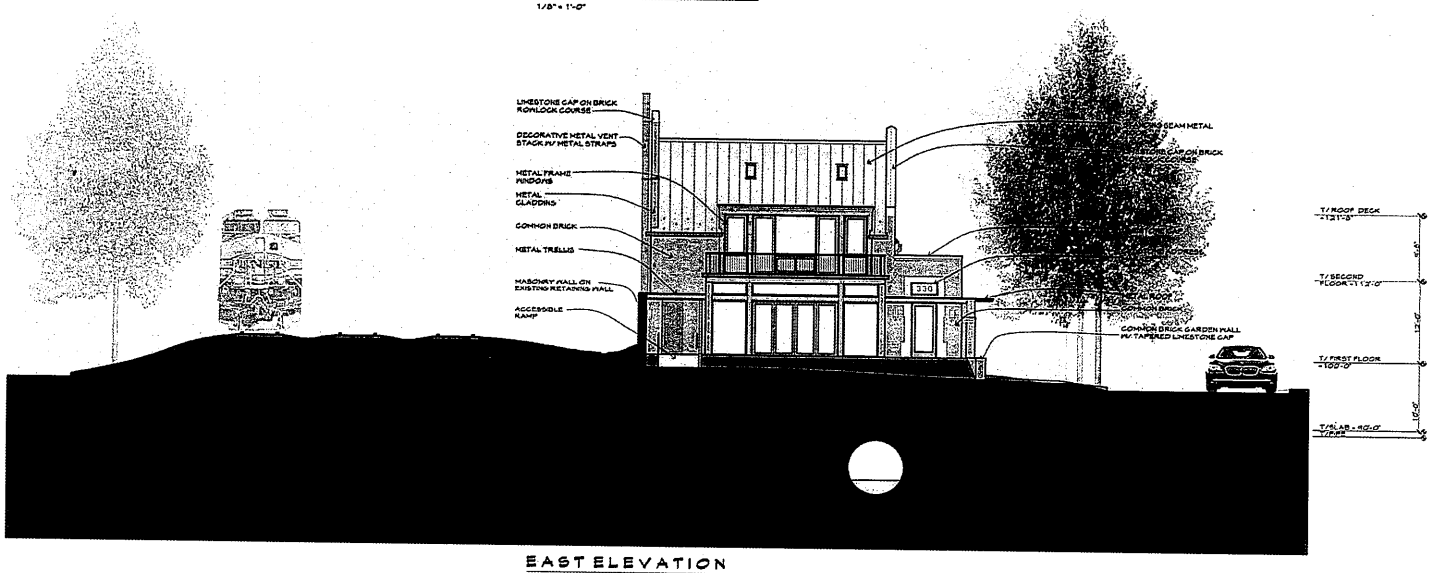
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ISSUED 5.7.14



WEST ELEVATION

1/8" = 1'-0"



EAST ELEVATION

1/8" = 1'-0"

Attachment 1

Hinsdale Land Restoration and Preservation, LLC

330 Chestnut Street
Hinsdale, Illinois

ISSUED 3.24.15

VILLAGE OF HINSDALE

ORDINANCE NO. O2014-26

AN ORDINANCE APPROVING SITE PLANS AND EXTERIOR APPEARANCE PLANS FOR CONSTRUCTION OF A NEW TWO-STORY COMMERCIAL BUILDING AND ASSOCIATED SITE IMPROVEMENTS – 330 CHESTNUT STREET

WHEREAS, the Village of Hinsdale has received an application (the "Application") for site plan approval and exterior appearance review for construction of a new two-story commercial building and associated site improvements to be located at 330 Chestnut Street, Hinsdale, Illinois (the "Subject Property"), from Hinsdale Land Restoration and Preservation, LLC (the "Applicant"); and

WHEREAS, the Subject Property is located in the Village's B-3 General Business District and is currently unimproved. The Subject Property has, for several years, been used to store surplus railroad materials for the Burlington Northern Santa Fe Railroad ("BNSF"). The Applicant proposes to improve the Subject Property with a new two-story commercial office building and an associated surface parking lot; and

WHEREAS, the Application was considered by the Village of Hinsdale Plan Commission at a public meeting held on June 10, 2014. The Plan Commission strongly favored the plans for improvements to the Subject Property. The Subject Property presents challenges, has unique geometry and is adjacent to the BNSF railway, all of which have contributed to its failure to be developed in the past. The Plan Commission recommended approval of the Application by the Board of Trustees on a unanimous vote of six (6) in favor and zero (0) against. 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 A** 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. Collectively, the various improvements proposed are depicted in the revised site plan and exterior appearance plans attached hereto as **Exhibit B** and made a part hereof. 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 as **Exhibit B**, 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 B**.

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 5th day of August, 2014, pursuant to a roll call vote as follows:

AYES: Trustees Angelo, Haarlow, LaPlaca, Saigh

NAYS: None

ABSENT: Trustees Elder and Hughes

APPROVED by me this 5th day of August, 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: David Habiger

Date: August 5, 2014

EXHIBIT A

FINDINGS AND RECOMMENDATION
(ATTACHED)

HINSDALE PLAN COMMISSION

RE: 330 Chestnut Street – Exterior Appearance and Site Plan Review

DATE OF PLAN COMMISSION REVIEW: June 10, 2014

DATE OF ZONING AND PUBLIC SAFETY REVIEW: June 23, 2014

FINDINGS AND RECOMMENDATION
I. FINDINGS

1. David Habiger (the "Applicant") submitted an application to the Village of Hinsdale for exterior appearance and site plan review at 330 Chestnut Street (the "Subject Property").

2. The Subject Property is located in the B-3, General Business District, is unimproved and is currently being utilized as storage for the Burlington Northwestern Santa Fe Railroad.

3. The applicant is proposing the construction of a new two-story office building, with a surface parking lot, on the existing site.

4. The Plan Commission heard a presentation from the applicant on June 10, 2014 regarding the proposed changes to the site. The Commission was extremely complimentary of the site plans, exterior appearance and general site improvements, as well as the applicant's willingness to minimize the various impacts on the site.

5. The Subject Property presents challenges for development, including its unique geometry and proximity to the adjacent railroad tracks. The Commission was impressed by the manner in which the Applicant had met those challenges and worked with nearby neighbors.

6. The Commission was very impressed with the architecture and details, specifically the north and south elevations, and as such certain Commissioner's requested that the applicant touch on certain aspects of their design thought process to simply memorialize it on the record.

7. The Plan Commission specifically finds that based on the Application and the evidence presented at the public meeting, the Applicant has 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, provided the applicant satisfy the requested conditions prior to final Board approval. Among the evidence relied upon by the Plan Commission were the elevations and various plans submitted and considered for the March 13, 2013 Plan Commission meeting, the challenges inherent

in development of the Subject Property, and the Commission's approval of the manner in which the Applicant had met those design challenges.

II. RECOMMENDATION

The Village of Hinsdale Plan Commission, on a vote of six (6) "Ayes," and zero (0) "Nays," recommends that the President and Board of Trustees approve the site plan and exterior appearance plans for the site improvements at 330 Chestnut Street.

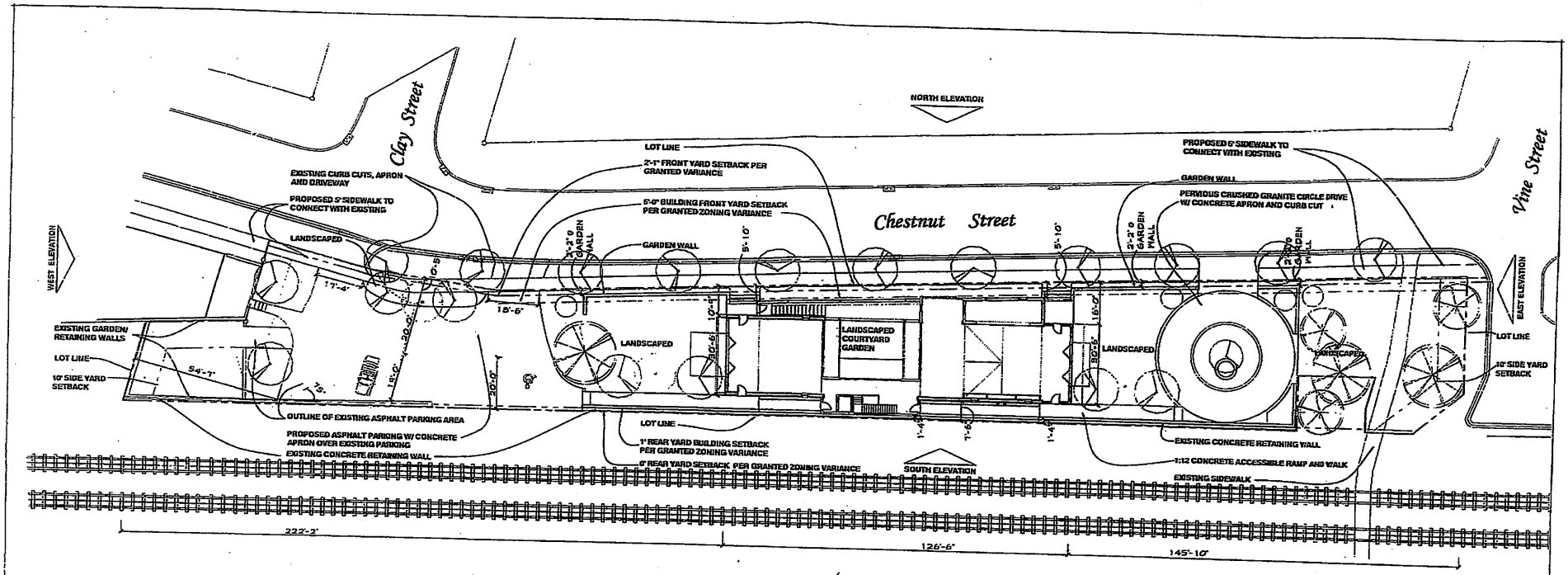
THE HINSDALE PLAN COMMISSION

By: _____
Chairman

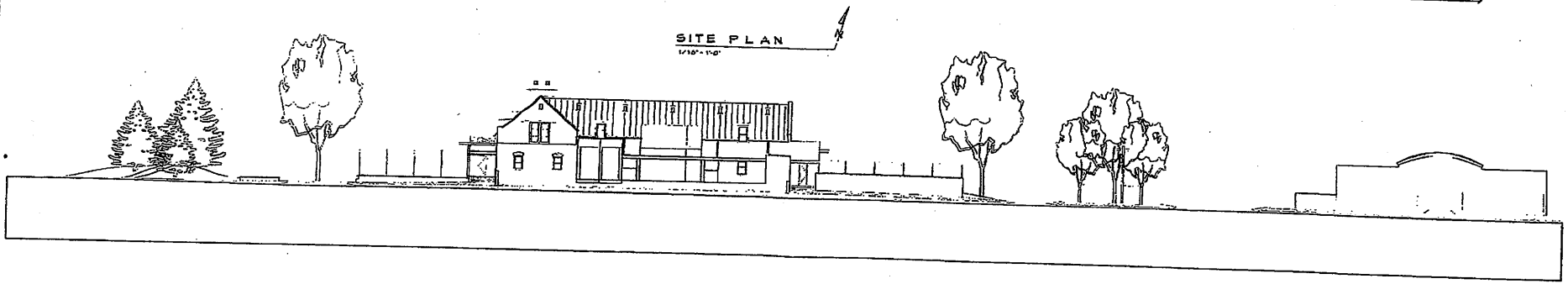
Dated this 9th day of July, 2014.

EXHIBIT B

APPROVED SITE PLAN AND EXTERIOR APPEARANCE PLAN (ATTACHED)



SITE PLAN



NORTH ELEVATION

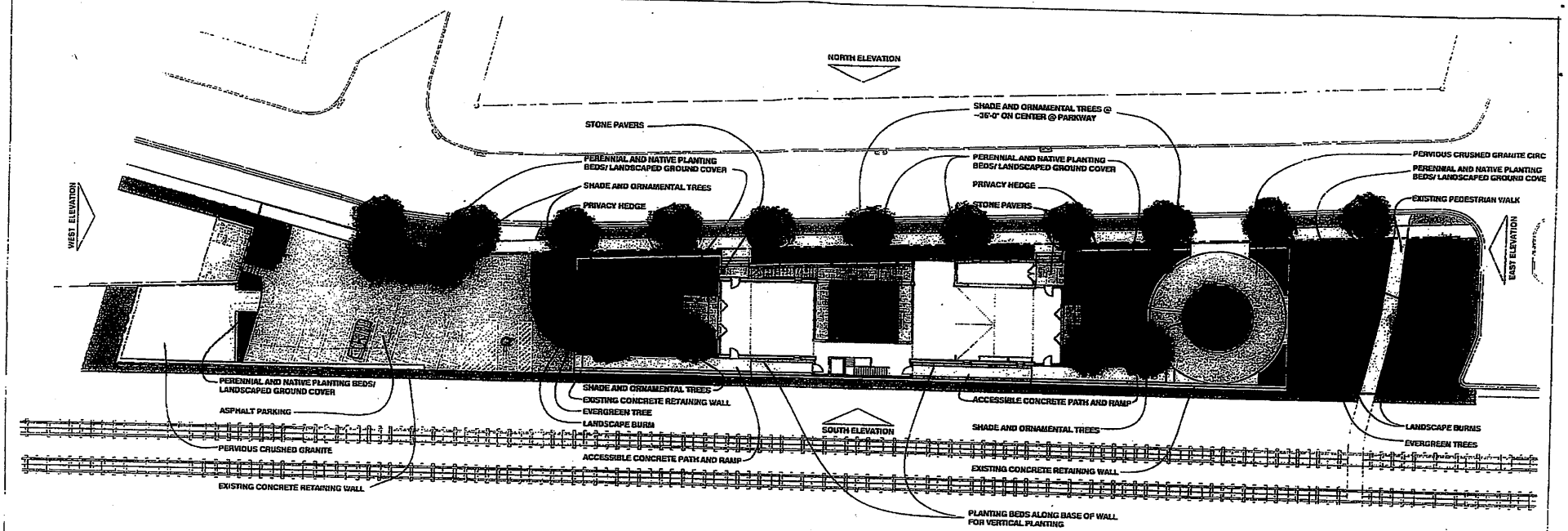
CULLIGAN ABRAHAM
ARCHITECTURE
culliganabraham.com 630.668.0617

Hinsdale Land Restoration and Preservation, LLC
330 Chestnut Street
Hinsdale, Illinois

3
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EXHIBIT "B"

Attachment 2



LANDSCAPE PLAN



NORTH ELEVATION

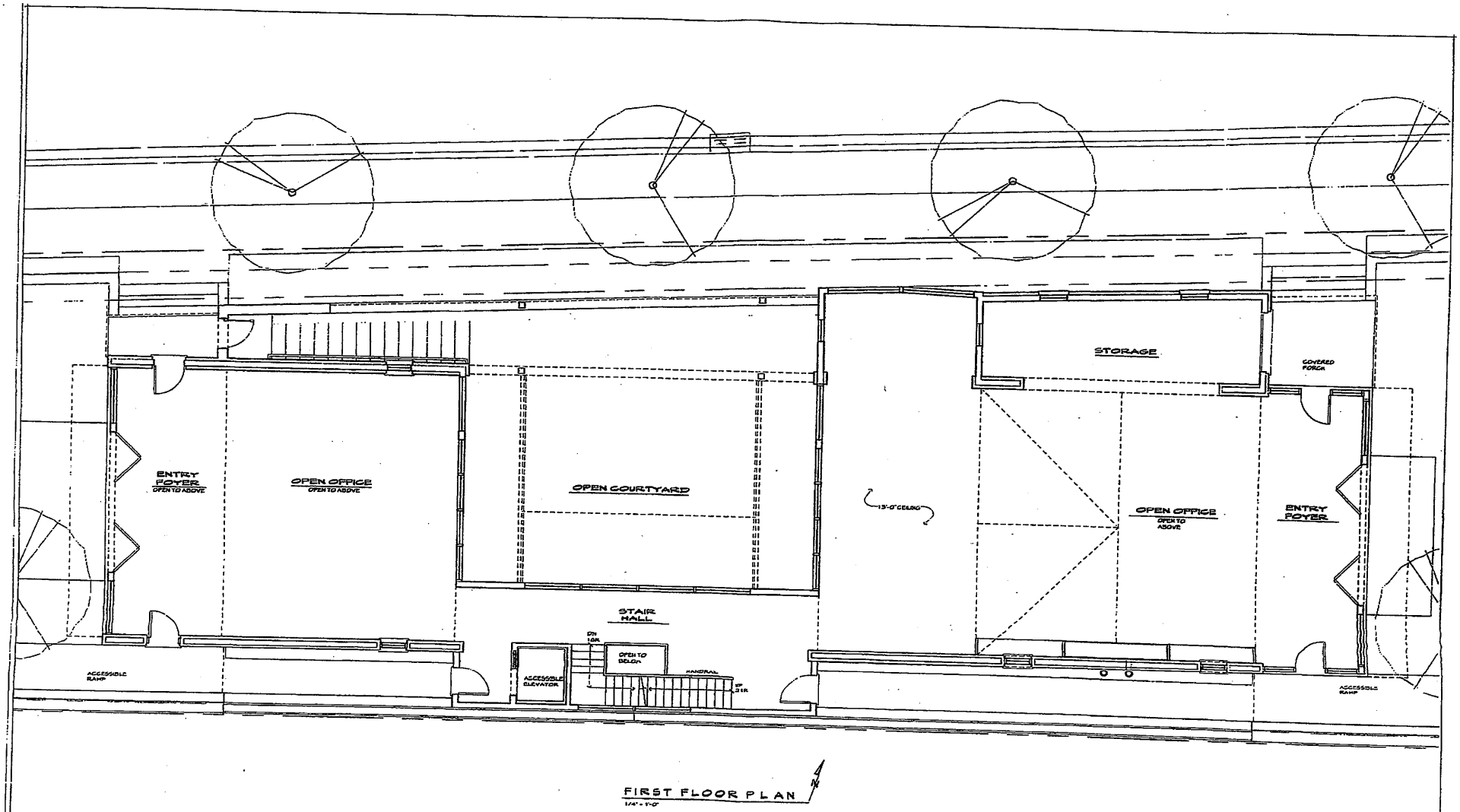
CULLIGAN ABRAHAM
ARCHITECTURE
culliganabraham.com 636.655.8417

Hinsdale Land Restoration and Preservation, LLC
330 Chestnut Street
Hinsdale, Illinois

4
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Attachment 2

EXHIBIT "B"



FIRST FLOOR PLAN

1/4" = 1'-0"

CULLIGAN ABRAHAM
ARCHITECTURE
culliganabraham.com 630.858.8417

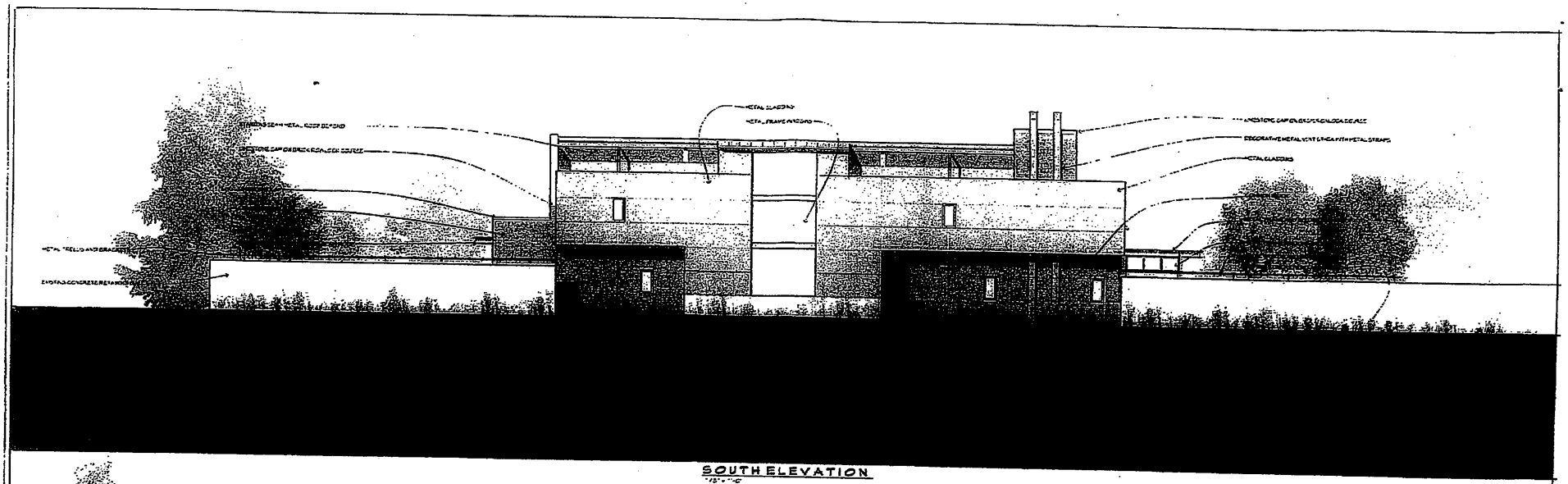
Hinsdale Land Restoration and Preservation, LLC
330 Chestnut Street
Hinsdale, Illinois

5

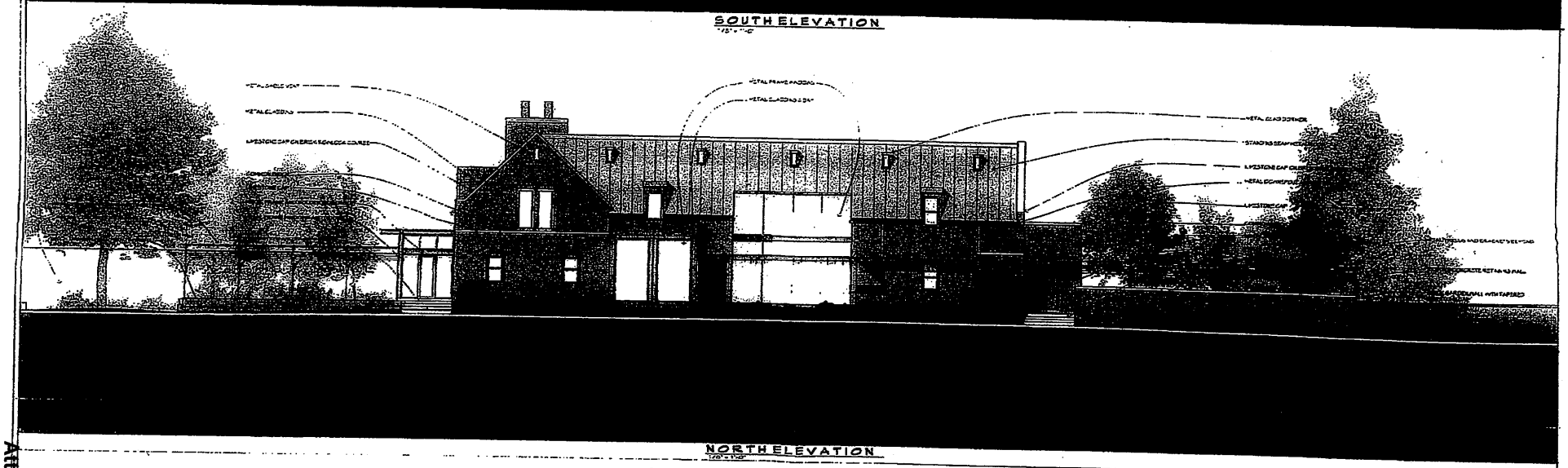
ISSUED 5.7.14

EXHIBIT "B"

Attachment 2



SOUTH ELEVATION



NORTH ELEVATION

CULLIGAN ABRAHAM
ARCHITECTURE
culliganabraham.com 630.635.8417

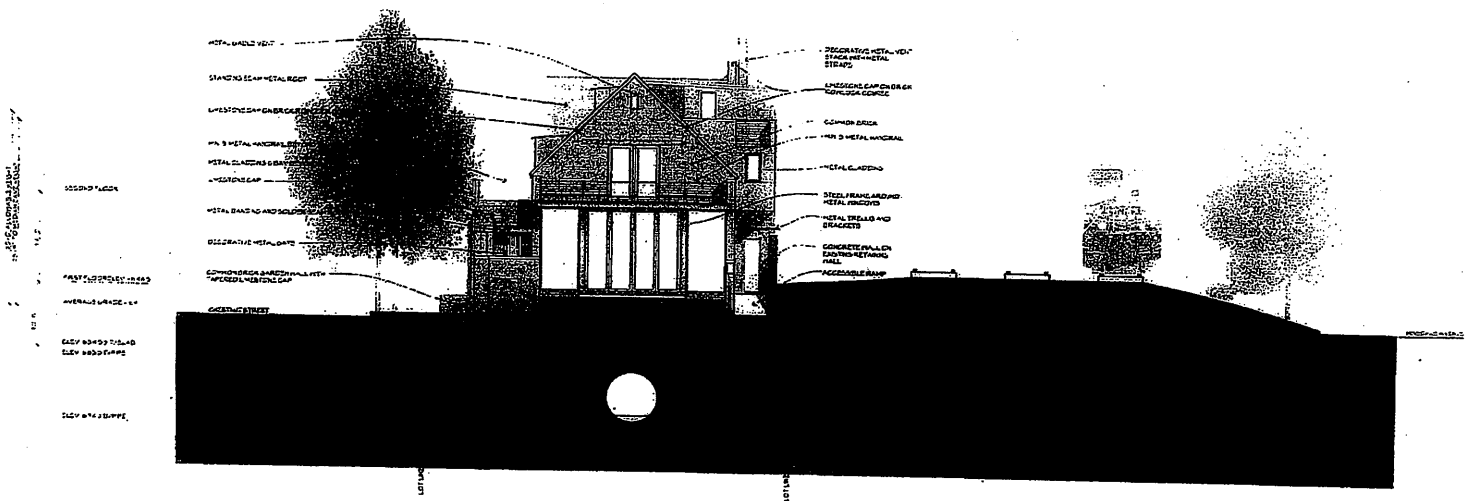
Hinsdale Land Restoration
and Preservation, LLC
330 Chestnut Street
Hinsdale, Illinois

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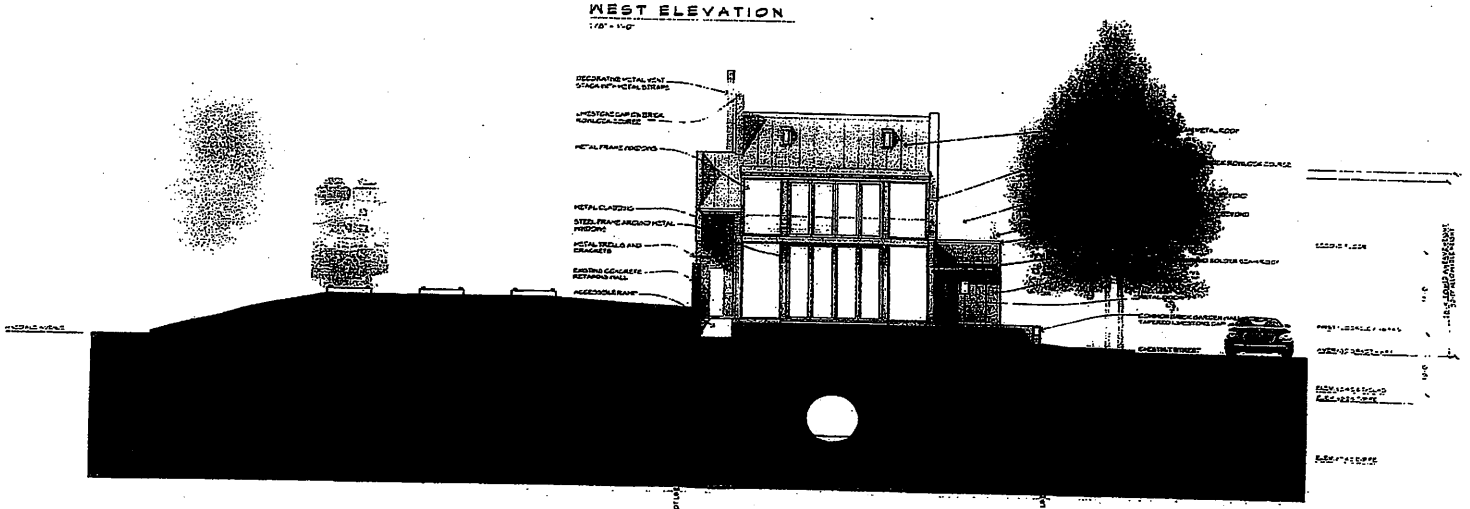
ISSUED 5.7.14

EXHIBIT "B"

Attachment 2



WEST ELEVATION



EAST ELEVATION

CULLIGAN ABRAHAM
ARCHITECTURE
culliganabraham.com 630.985.9417

Hinsdale Land Restoration
and Preservation, LLC
330 Chestnut Street
Hinsdale, Illinois

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ISSUED 5.7.14

EXHIBIT "B"

Attachment 2

EXISTING CONDITIONS

Attachment 2

EXISTING CONDITIONS

Attachment 2

DATE: August 5, 2014

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER	ORIGINATING DEPARTMENT Community Development
ITEM 330 Chestnut Street – Hinsdale Land Restoration and Preservation, LLC. – Exterior Appearance and Site Plan Review Approval for the construction of a new two-story commercial building and associated site improvements	APPROVAL

REQUEST

The applicant, Hinsdale Land Restoration and Preservation, LLC., is requesting approval of exterior appearance and site plans to allow for the construction of a new two-story office building, with a surface parking lot, at 330 Chestnut Street. The site is currently unimproved and has, for several years, been used to store surplus railroad materials by the Burlington Northern Santa Fe (BNSF) Railroad. The site is in the B-3 General Business District and is directly across Chestnut from the backside of Grant Square, and immediately adjacent to the Village parking lot to the east and a multi-tenant commercial building due west of the subject property. While a specific user has not been identified, the B-3 District contains several "service" type uses that all fall within the types of businesses the applicant intends to acquire as a tenant.

According to the applicant's submittal, the proposed building would be a total of approximately 5,100 square feet and have a Floor Area Ratio (F.A.R.) of 21% versus the permitted 50% allowed. In addition the total proposed coverage would be 47%, versus the allowed 90%. Both of these requirements help to regulate the bulk of the building, along with the other bulk requirements in the district, by restricting the amount of net square footage inside the structure (F.A.R.) and the size of the structure's footprint (lot coverage), all relative to the amount of land on the site.

BACKGROUND

There have been two identified proposals on this stretch of land, clearly neither of which were ever developed. In 2004, the Plan Commission considered an application proposing the construction of a lifestyle housing condominium project that consisted of three buildings varying in height between one and two stories. In addition, the applicant proposed 14 off-street parking spaces. As a lifestyle housing application, this proposal included several waivers from the setbacks. Prior to the 2004 proposal, it appears that the same applicant received approval for a Planned Development, consisting of seven freestanding office buildings, but included the land immediately to the east where the Village's parking lot now exists.

Due to the challenges of the site, its unique geometry, as well as its proximity to the adjacent BNSF railway, the site has created multiple challenges for those looking to propose anything on the property, which is why it has remained vacant and functioned as material storage for many years. Over the past several years the Village has attempted to enforce clean up on the site, but given the number of times the ownership has changed hands, it has remained a constant challenge to determine an owner and ultimately pursue enforcement.

Given these constraints and the uniqueness of the property, the applicant also realized the need to obtain several variations to place almost anything on the property given its extraordinary width and very shallow depth. As a result, in addition to the site plan and exterior appearance approvals, the applicant also applied for several variations. The applicant has identified these requests on the cover sheet of their submittal, as

well as by outlining them in the General Plan Commission application.
The public hearing regarding these variations took place at the Zoning Board of Appeals on March 19th, 2014. The requested variations are as follows:

1. 5' front yard building setback vs. code required 25' (5-110(C))
2. 1' rear yard setback vs. code required 20' (5-110(C))
3. 0' rear yard landscape buffer vs. code required 10' (9-107(A))
4. 2'1" front yard landscape buffer vs. code required 10' (9-107(A))
5. 2'1" front yard setback for parking lot and driveway turnaround vs. code required 25' (5-110(C))
6. Relief to permit parking in the front yard (9-104 (G)2b)
7. Elimination of loading space; 1 required (9-105(D))

At the Zoning Board of Appeals meeting of March 19th, the Commission acknowledged the concerns of a neighbor regarding parking issues and confirmed that the issues were largely a result of the traffic from the Village Children's Academy. Director McGinnis indicated that Village Children's Academy was expected to move out of the 40 S. Clay location in the near future. The Commission requested that the Village look into this and then unanimously approved (6-0) all of the variation requests, subject to the Village looking into existing parking concerns expressed by the neighbor. Subsequent to this hearing, Chief Bloom has confirmed that new "no parking" signs have been installed on the north side of Chestnut, between Vine and Madison. Since the installation of these signs, the concerned resident has contacted Chief Bloom and thanked him, indicating the at the new signs have made a big improvement.

At the June 10, 2014 Plan Commission meeting the Commission reviewed the application submitted for 330 Chestnut Street, and recommended unanimously, approval of the requests for site plan and exterior appearance for the new two-story office building and new surface parking containing 12 parking spaces.

Review Criteria

In review of the application submitted the Commission must review the following criteria as stated in the Zoning Code:

- Subsection 11-604F pertaining to Standards for site plan approval; and
- Subsection 11-606E pertaining to Standards for building permits (exterior appearance review), which refers to Subsection 11-605E Standards and considerations for design review permit.

Attached are the approved findings and recommendation from the Plan Commission and the ordinance.

MOTION: Move that the Board of Trustees, 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"

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

COMMITTEE ACTION: On June 23, 2014, the Zoning and Public Safety Committee unanimously moved to recommend approval of the above motion.

BOARD ACTION:

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING SITE PLANS AND EXTERIOR APPEARANCE PLANS FOR CONSTRUCTION OF A NEW TWO-STORY COMMERCIAL BUILDING AND ASSOCIATED SITE IMPROVEMENTS – 330 CHESTNUT STREET

WHEREAS, the Village of Hinsdale has received an application (the "Application") for site plan approval and exterior appearance review for construction of a new two-story commercial building and associated site improvements to be located at 330 Chestnut Street, Hinsdale, Illinois (the "Subject Property"), from Hinsdale Land Restoration and Preservation, LLC (the "Applicant"); and

WHEREAS, the Subject Property is located in the Village's B-3 General Business District and is currently unimproved. The Subject Property has, for several years, been used to store surplus railroad materials for the Burlington Northern Santa Fe Railroad ("BNSF"). The Applicant proposes to improve the Subject Property with a new two-story commercial office building and an associated surface parking lot; and

WHEREAS, the Application was considered by the Village of Hinsdale Plan Commission at a public meeting held on June 10, 2014. The Plan Commission strongly favored the plans for improvements to the Subject Property. The Subject Property presents challenges, has unique geometry and is adjacent to the BNSF railway, all of which have contributed to its failure to be developed in the past. The Plan Commission recommended approval of the Application by the Board of Trustees on a unanimous vote of six (6) in favor and zero (0) against. 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 A** 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. Collectively, the various improvements proposed are depicted in the revised site plan and exterior appearance plans attached hereto as **Exhibit B** and made a part hereof. 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 as **Exhibit B**, 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 B**.

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

FINDINGS AND RECOMMENDATION
(ATTACHED)

HINSDALE PLAN COMMISSION

RE: 330 Chestnut Street – Exterior Appearance and Site Plan Review

DATE OF PLAN COMMISSION REVIEW: June 10, 2014

DATE OF ZONING AND PUBLIC SAFETY REVIEW: June 23, 2014

FINDINGS AND RECOMMENDATION
I. FINDINGS

1. David Habiger (the "Applicant") submitted an application to the Village of Hinsdale for exterior appearance and site plan review at 330 Chestnut Street (the "Subject Property").

2. The Subject Property is located in the B-3, General Business District, is unimproved and is currently being utilized as storage for the Burlington Northwestern Santa Fe Railroad.

3. The applicant is proposing the construction of a new two-story office building, with a surface parking lot, on the existing site.

4. The Plan Commission heard a presentation from the applicant on June 10, 2014 regarding the proposed changes to the site. The Commission was extremely complimentary of the site plans, exterior appearance and general site improvements, as well as the applicant's willingness to minimize the various impacts on the site.

5. The Subject Property presents challenges for development, including its unique geometry and proximity to the adjacent railroad tracks. The Commission was impressed by the manner in which the Applicant had met those challenges and worked with nearby neighbors.

6. The Commission was very impressed with the architecture and details, specifically the north and south elevations, and as such certain Commissioner's requested that the applicant touch on certain aspects of their design thought process to simply memorialize it on the record.

7. The Plan Commission specifically finds that based on the Application and the evidence presented at the public meeting, the Applicant has 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, provided the applicant satisfy the requested conditions prior to final Board approval. Among the evidence relied upon by the Plan Commission were the elevations and various plans submitted and considered for the March 13, 2013 Plan Commission meeting, the challenges inherent

in development of the Subject Property, and the Commission's approval of the manner in which the Applicant had met those design challenges.

II. RECOMMENDATION

The Village of Hinsdale Plan Commission, on a vote of six (6) "Ayes," and zero (0) "Nays," recommends that the President and Board of Trustees approve the site plan and exterior appearance plans for the site improvements at 330 Chestnut Street.

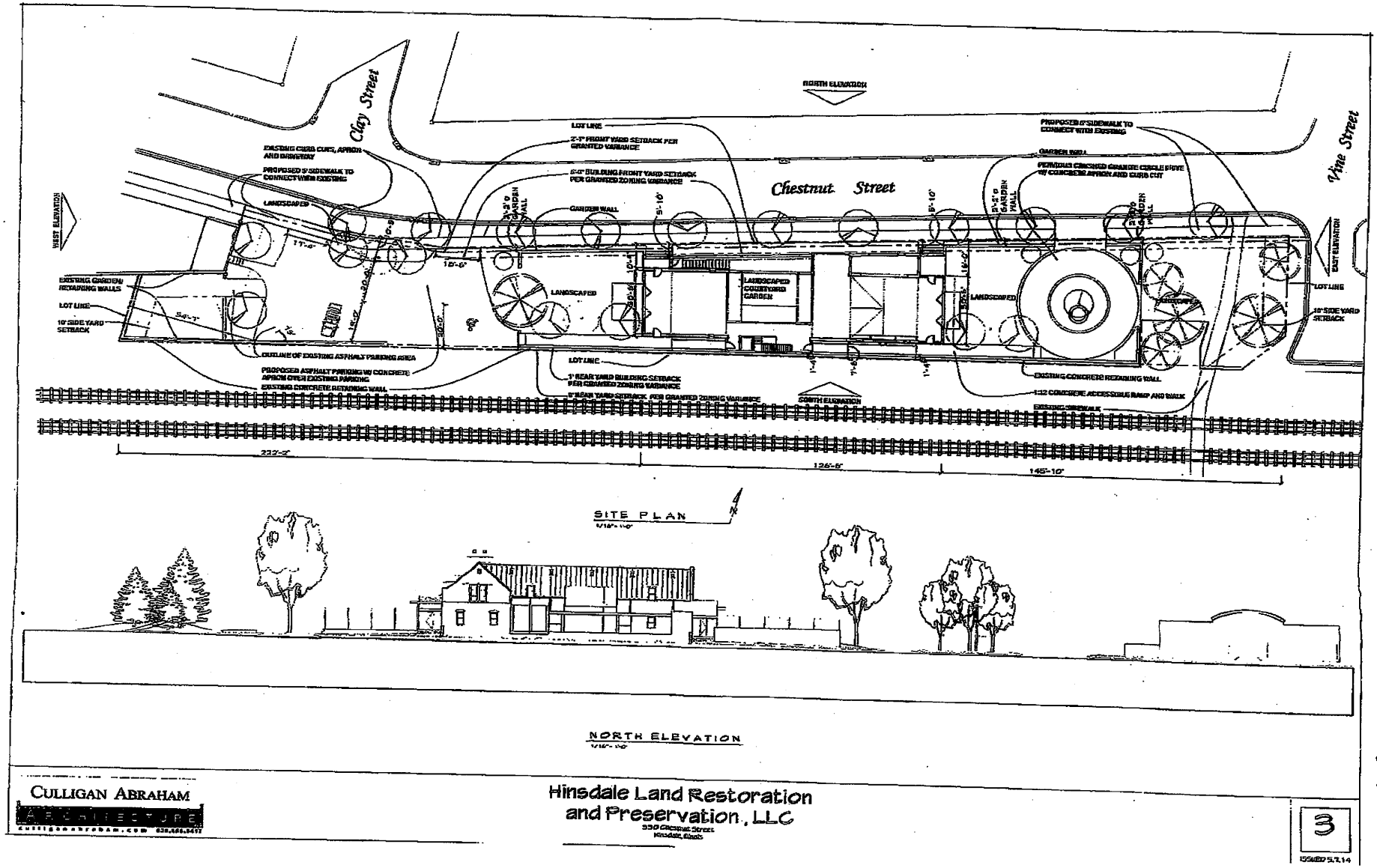
THE HINSDALE PLAN COMMISSION

By: _____
Chairman

Dated this 9th day of July, 2014.

EXHIBIT B

APPROVED SITE PLAN AND EXTERIOR APPEARANCE PLAN (ATTACHED)



SITE PLAN

NORTH ELEVATION

CULLIGAN ABRAHAM ARCHITECTURE

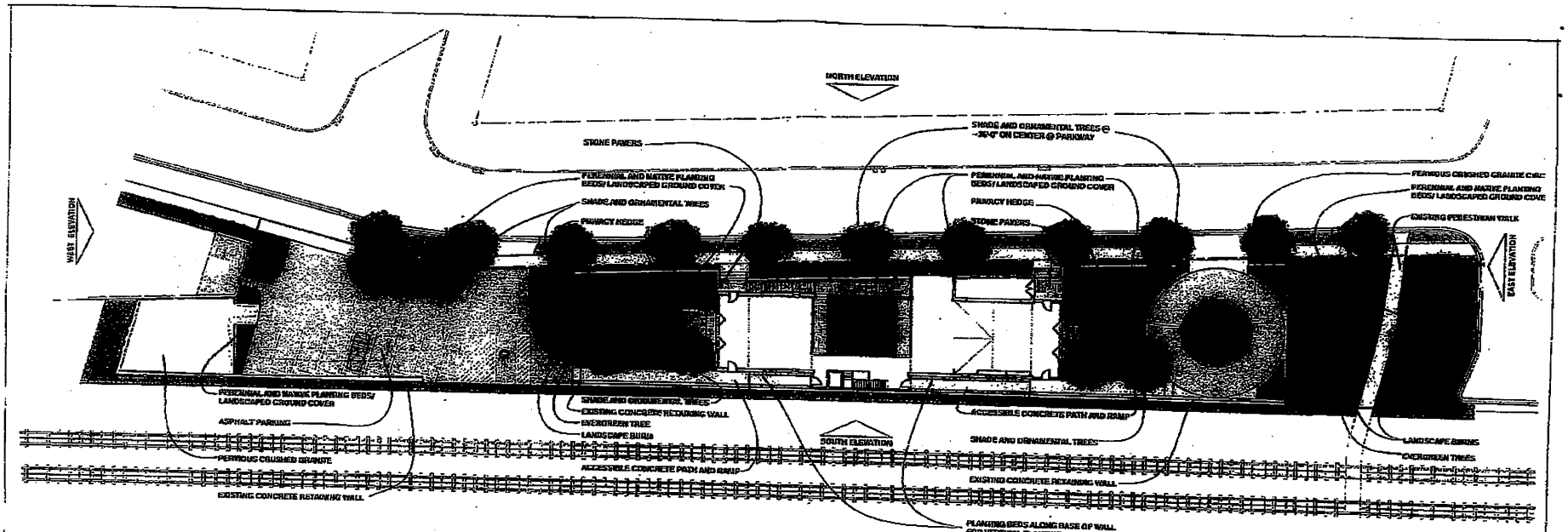
Hinsdale Land Restoration and Preservation, LLC
330 Chestnut Street
Hinsdale, Illinois

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ISSUED 5.7.14

EXHIBIT "B"

Attachment 2



LANDSCAPE PLAN



NORTH ELEVATION

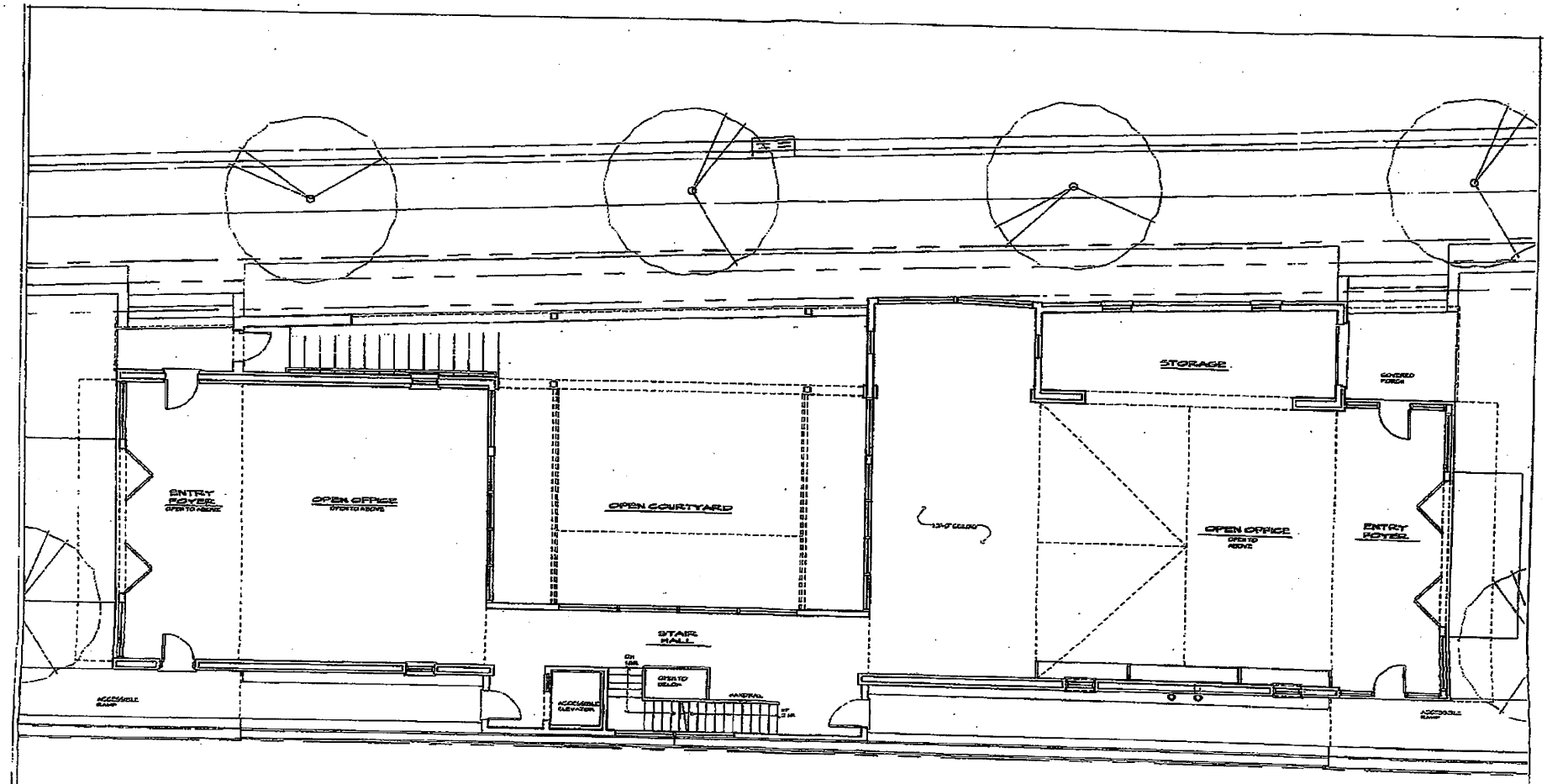
CULLIGAN ABRAHAM ARCHITECTURE
culligan@abraham.com 630.655.9417

Hinsdale Land Restoration and Preservation, LLC
300 Chestnut Street
Hinsdale, Illinois

4
ISSUED 5.7.14

EXHIBIT "B"

Attachment 2



FIRST FLOOR PLAN

CULLIGAN ABRAHAM ARCHITECTURE

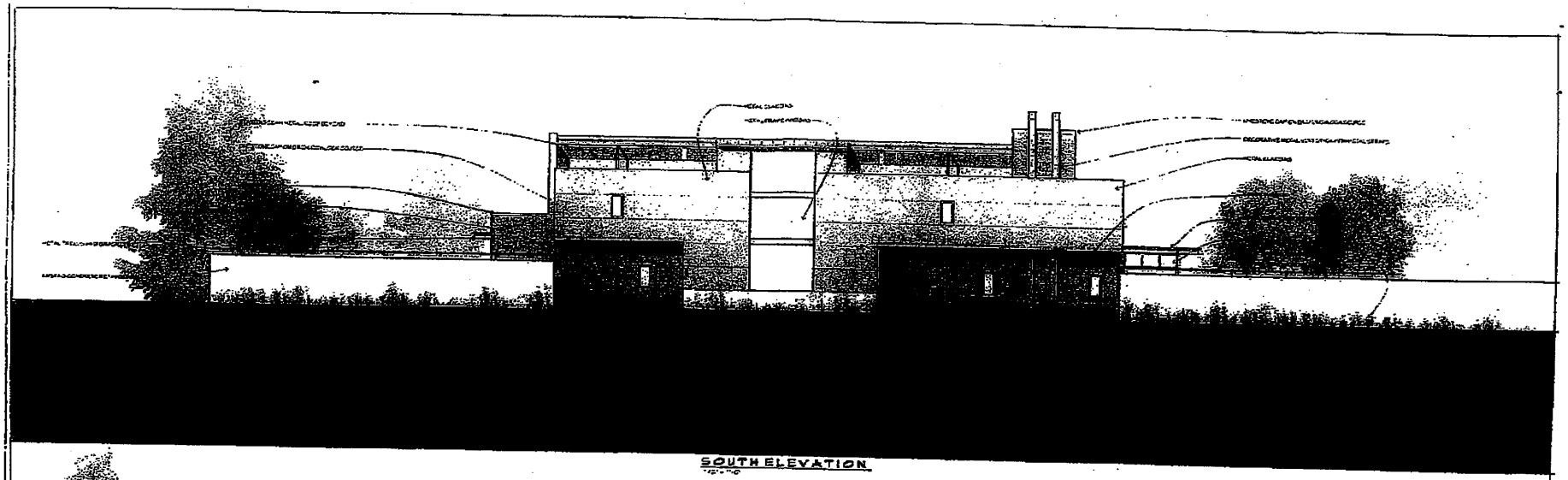
Hinsdale Land Restoration and Preservation, LLC

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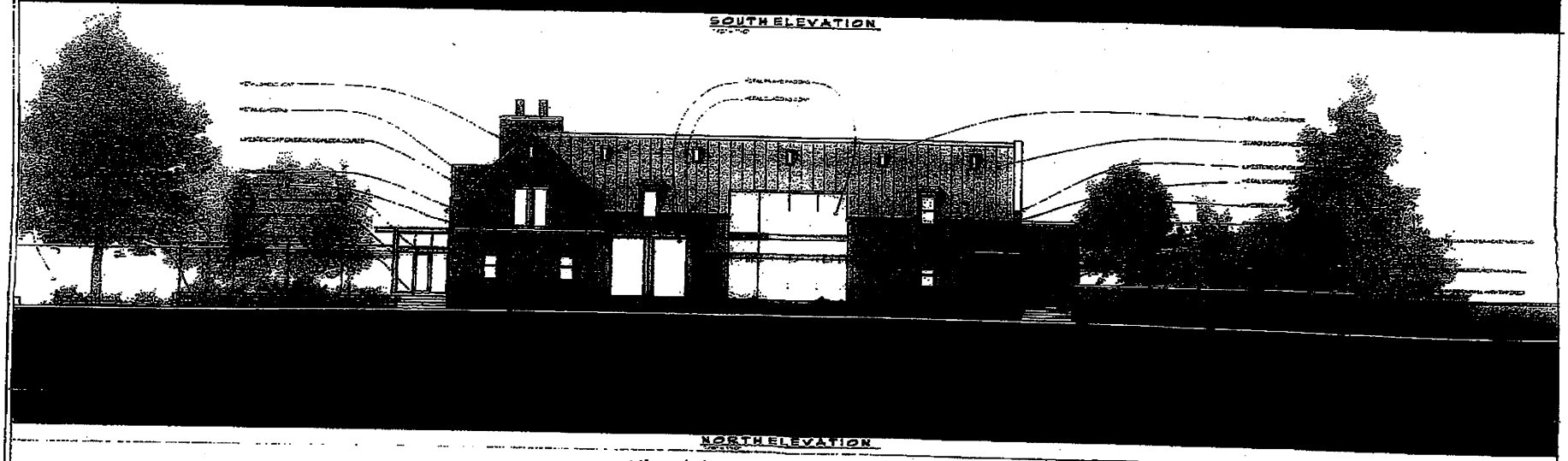
ISSUED 5.7.14

EXHIBIT "B"

Attachment 2



SOUTH ELEVATION



NORTH ELEVATION

CULLIGAN ABRAHAM
ARCHITECTURE
culliganabraham.com 630.531.8412

Hinsdale Land Restoration
and Preservation, LLC
550 Chestnut Street
Hinsdale, Illinois

8

ISSUED 5.7.14

EXHIBIT "B"

Attachment 2

EXHIBIT "B"

Attachment 2

EXISTING CONDITIONS

Attachment 2

EXISTING CONDITIONS

Attachment 2

Mr. Sean Gascoigne and
Members of the Village of Hinsdale Plan Commission:

My wife Sharon and I are the directors of the Hinsdale Land Restoration and Preservation LLC, which owns the vacant lot at 330 Chestnut.

I am sorry that I cannot attend this meeting in person as I have a previous engagement out of state. I've managed to attend all of the previous zoning meetings and have been able to adjust my schedule to make future meetings.

My wife and I have lived in Hinsdale for 20 years and restored two historic homes; we currently reside on Washington Street in a historic home built in 1870. We took over the task of finding a solution to the parcel of land at 330 Chestnut after watching various previous attempts to overbuild on it. We plan to be in Hinsdale for many years to come and would like to convert this eyesore into a special spot in downtown, one that will be preserved and part of the village for many decades to come.

Mike Culligan, a 30-year resident of Hinsdale and principal of Culligan Abraham Architects, took on the task of designing a building that referenced the historic nature of our village, the railroad and surrounding architecture. Mike was given unbounded control to create a beautiful space and a building that would stand the test of time. By limiting the size of the structure and surrounding it in green space, I am confident he's achieved the goal of making our community better through this thoughtfully-designed building and ample garden space.

We sincerely hope you'll find this exterior appearance and site layout in keeping with the architectural and planning standards of Hinsdale. A significant amount of time and energy has gone into addressing various zoning issues and aesthetics, which has in part driven the architecture. I've personally reached out to the direct neighbors for input and support. What has been submitted to the Plan Commission is our best attempt to address all concerns with direct neighbors, and at this point I know of no one who is opposed to the exterior appearance or the vision of our proposal to improve this site.

We hope you find it pleasing and acceptable, and again my apologies for not being able to attend the meeting.

Sincerely
Dave Habiger

May 6, 2014

Mr. Sean Gascoigne
Village Planner
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, Illinois 60521

Re: 330 Chestnut Street

Mr. Gascoigne:

I understand VoH Plan Commission will consider site plan and exterior appearance of the proposed new 2-story building at 330 Chestnut Street on 5.14.14.

It is extremely important to me that site plan, building scale, building appearance and materials selection all be correct because I am a neighbor who will spend every day forward looking at the final product.

I have studied the site plan, elevations and model through the eyes of a Hinsdale resident of 25-years and registered architect and construction professional with over 35-years' experience on all building types including National Landmark restoration.

The historic interpretation of architect's design captures the context of historic Hinsdale. The site plan, building mass and materials proposed for 330 Chestnut Street all work, and work well, within the fabric that is Hinsdale. In short, it's a very good design.

I encourage unanimous approval by VoH Plan Commission. To avoid losing the uniquely successful character of this design, I recommend no changes.

I am available to discuss with you or Plan Commission Members any aspect of my opinion or whole hearted support of the site plan and exterior appearance proposed for 330 Chestnut Street.

Thank you.

Bruce J. Wance, AIA, LEED AP, BD+C
122 South Clay Street
Hinsdale, Illinois 60521

H: 630-323-8379
C: 773-414-5301
E: bruce.wance@gmail.com

Tim Thompson
111 S. Vine
Hinsdale, IL 60521

April 30, 2014

Members of the Village of Hinsdale Plan Commission:

As a neighbor across the street from the proposed improvement on 330 Chestnut, I'd like to offer my strong support for the building and site plan submitted to this committee.

This lot has has gone unimproved since the Village was established and due to numerous issues has been commercially challenged to build on. Past proposals consumed the entire lot and dominated the space in a manner that found little support. This proposal creates the opposite and has strong support.

We now have a long time resident willing to fix the problem and create a beautiful space that improves our town. The choice of Culligan and Abraham Architects is also reassuring as they have spent the last 30 years creating great structures in Hinsdale.

Please approve this exterior appearance and site layout as presented. As a longtime resident and neighbor it has my unbounded support.

Sincerely,

Tim Thompson

Sean Gascoigne

From: Thomas Heinz <thomaspheinz@gmail.com>
Sent: Monday, April 21, 2014 3:14 PM
To: Sean Gascoigne
Subject: Proposal for 330 Chestnut St.

Mr. Sean Gascoigne and
Members of the Village of Hinsdale Plan Commission:

My wife and I have lived at 116 S. Vine St. in Hinsdale for almost 36 years.
We are the second house south of the tracks on the west side of Vine St. and have been following the development proposals for 330 Chestnut St. over the past decade or so, as it is directly across the tracks at the end of our street.

We have been concerned in the past with some suggested uses of this property, but the building currently proposed by Mr. Dave Harbiger and designed by Culligan Abraham Architecture definitely meets with our approval.

I have been in attendance at the past two village meetings and have listened with interest as questions were raised by committee members and neighborhood residents regarding the current proposal. And I am impressed at how the concerns that were raised and/or suggestions that were put forth at these hearings were addressed by Mr. Harbiger and his architects and have been incorporated into the current proposal, which I believe to be most satisfactory.

My wife and I would like to go on record as being in favor of the approval of said proposal so that the project can move forward in an expedient manner.

We look forward to the addition of this well-designed building to our neighborhood.

Respectfully submitted,
Thomas P. Heinz

FINAL DECISION

VILLAGE OF HINSDALE
ZONING BOARD OF APPEALS
PETITION FOR VARIATION

Zoning Calendar: V-01-14

Petitioner: Hinsdale Land Restoration and Preservation, LLC

Meeting held: Public Hearing was held on Wednesday, March 19, 2014 at 7:30 p.m. in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in The Hinsdalean on February 27, 2014.

Premises Affected: Subject Property is commonly known as 330 Chestnut Street, Hinsdale, Illinois and is legally described as:

LOTS 4,5,6 AND 7 IN CHESTNUT STREET COURT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 2001 AS DOCUMENT R2001-203762, EXCEPTING THEREFROM THAT PART OF LOT 4, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4, THENCE SOUTH 15 DEGREES 09 MINUTES 55 SECONDS EAST ALONG THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 60.29 FEET TO THE SOUTHERLY LINE OF SAID LOT 4, THENCE SOUTH 74 DEGREES 50 MINUTES 05 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 4, A DISTANCE OF 27.5 FEET; THENCE NORTH 34 DEGREES 38 MIUTES 48 SECONDS EAST, A DISTANCE OF 24.22 FEET TO A POINT; THENCE NORTH 15 DEGREES 09 MINUTES 55 SECONDS WEST, A DISTANCE OF 44.29 FEET TO THE NORTHERLY LINE OF SAID LOT 4; THENCE NORTH 72 DEGREES 28 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT 4, A DISTANCE OF 9.01 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

Subject: In this application for variation, the applicant requests relief from the front and rear yard setbacks set forth in 5-110, 9-104, and 9-107 in order to construct a new commercial building on the site.

Facts: This property is located in the B-3 Business District in the Village of Hinsdale and is located on the south side of Chestnut Street between Vine and Clay. The property is irregularly shaped and has a total square footage of approximately 24,090. The maximum FAR is 50% or 12,045. The Total Lot Coverage is 90% or approximately 21,681square feet.

Action of the Board: Members discussed the request and agreed that the standards for variation set forth in 11-503 (F) of the Hinsdale Zoning Code had been met and recommended approval. One of the factors taken into account was the unique shape of this lot and its proximity to the railroad tracks.

A motion to recommend approval was made by Member Moberly and seconded by Member Giltner subject to the Village looking into the existing parking issues in this area to see what, if anything, can be done to address the congestion.

AYES: Members Connelly, Moberly, Neiman, Giltner, Biggert, and Chairman Braselton

NAYS: None

ABSTAIN: None

ABSENT: Member Callahan

THE HINSDALE ZONING BOARD OF APPEALS

Debra L Braselton

Chairman Debra Braselton

Filed this 16th day of April, 2014, with the office of the Building Commissioner.

VILLAGE OF HINSDALE FOUNDED IN 1873

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant

Name: Hinsdale Land Restoration and Preservation LLC
Address: 15 Salt Creek Lane Suite 312
City/Zip: Hinsdale IL 60241-2964
Phone/Fax: (415) 830 /0649
E-Mail: forestbeach@gmail.com

Owner

Name: Sharon Habiger
Address: 133 North Washington St
City/Zip: Hinsdale IL
Phone/Fax: (630) 655 /1413
E-Mail: forestbeach@gmail.com

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

Name: Mike Culligan (architect)
Title: Owner
Address: 148 W. Burlington Ave.
City/Zip: Clarendon Hills IL 60514
Phone/Fax: (630) 655 /9417
E-Mail: mc@culliganabraham.com

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)

TABLE OF COMPLIANCE

Address of subject property: 330 CHESTNUT AVENUE HINSDALE IL

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

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)	6,250	24,090
Minimum Lot Depth	125'	~67.59
Minimum Lot Width	50'	~479.24
Building Height	30'	28'-9"
Number of Stories	2	2
Front Yard Setback	25' GRANTED VARIANCE OF 5')	5'-10"
Corner Side Yard Setback	NA	NA
Interior Side Yard Setback	10'	145'-10"
Rear Yard Setback	20' GRANTED VARIANCE OF 1')	1'-4"
Maximum Floor Area Ratio (F.A.R.)*	12,045 (50%)	5,170 (21%)
Maximum Total Building Coverage*	NA	NA
Maximum Total Lot Coverage*	21,681 (90%)	11,140 (47%)
Parking Requirements	APPLICABLE AREA FOR PARKING= 2,450 SF 1 SPACE PER 250 SF= 10 SPACES	10
Parking front yard setback	25' (GRANTED VARIANCE OF 2'-1")	10'-5"
Parking corner side yard setback	NA	NA
Parking interior side yard setback	25'	54'-7"
Parking rear yard setback	0'-0" FOR YARD ABUTTING TRACKS	0'-0"
Loading Requirements	1 (GRANTED VARIANCE FOR 0)	0
Accessory Structure Information	NA	NA

* 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: HIGHLIGHTED AREAS THAT SHOW A LACK COMPLIANCE HAVE BEEN ADDRESSED VIA VARIANCES GRANTED BY THE ZONING BOARD OF APPEALS ON 3.19.14. SEE ARCHITECTURAL SHEET 1 AND 3 FOR FURTHER INFORMATION REGARDING GRANTED VARIANCES.

0'-0" PARKING REAR YARD SETBACK REFERENCES CODE SECTION 5-110 G11 REGARDING REAR YARDS CONTINGUOUS WITH RAILROAD

II. SITE INFORMATION

Address of subject property: 330 N. Chestnut Street Hinsdale

Property identification number (P.I.N. or tax number): 09 - 12 - 109 - 017

Brief description of proposed project: Office Building

General description or characteristics of the site: Flat rectangular site covered in gravel.

Existing zoning and land use: B-3 (storage and dumping)

Surrounding zoning and existing land uses:

North: O-2 South: R-4

East: IB West: B-3

Proposed zoning and land use: B-3

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: _____
- ☐ Map and Text Amendments 11-601E
  Amendment Requested: _____
- ☐ Planned Development 11-603E
- ☐ Development in the B-2 Central Business District Questionnaire

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 31st, day of Jan, 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

Name of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN to before me this 31 day of Jan, 2014.

Notary Public

"OFFICIAL SEAL"
CHRISTINE M. GERICKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/14/2015

TABLE OF COMPLIANCE

Address of subject property: 330 CHESTNUT AVE

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

	Minimum Code Requirements			Proposed/Existing Development
	B-1	B-2	B-3	
Minimum Lot Area	6,250	2,500	6,250	24,090 SF.
Minimum Lot Depth	125'	125'	125'	N 67.59'
Minimum Lot Width	50'	20'	50'	N 479.24
Building Height	30'	30'	30'	25'-9"
Number of Stories	2	2	2	2
Front Yard Setback	25'	0'	25'	5'-10" (5'-0" GRANTED VARIANCE)
Corner Side Yard Setback	25'	0'	25'	NA
Interior Side Yard Setback	10'	0'	10'	145'-10"
Rear Yard Setback	20'	20'	20'	1'-4" (1'-0" GRANTED VARIANCE)
Maximum Floor Area Ratio (F.A.R.)*	.35	2.5	.50	5,170 (21%)
Maximum Total Building Coverage*	N/A	80%	N/A	NA
Maximum Total Lot Coverage*	90%	100%	90%	11,140 (47%)
Parking Requirements			10	10
Parking front yard setback	25'	0'	25'	0'-5" (2'-1" GRANTED)
Parking corner side yard setback	25'	0'	25'	NA
Parking interior side yard setback	10'	0'	25'	54'-7"
Parking rear yard setback	20'	20'	20'	0'-0" SEE 5-11D (1)
Loading Requirements			1	0 (0 GRANTED VARIANCE)
Accessory Structure Information (height)	15'	15'	15'	NA

* 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:

HIGHLIGHTED AREAS REFERENCE ZONING VARIATIONS GRANTED 3.19.14, SEE ARCHITECTURAL SHEET 1 FOR FURTHER INFORMATION

VILLAGE OF HINSDALE

COMMUNITY DEVELOPMENT DEPARTMENT

EXTERIOR APPEARANCE AND SITE PLAN REVIEW CRITERIA

Address of proposed request: 330 Chestnut Street

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.

   PLEASE SEE ATTACHED

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

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

SEE ATTACHED FOR RESPONSES

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.

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

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.

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.

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.

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.

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.

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.

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

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.

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.

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.

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.

SEE ATTACHED FOR RESPONSES

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.

   PLEASE SEE ATTACHED

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

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.

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

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.

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

7. The proposed structures or landscaping are 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 inadequate provision for the creation or preservation of open space or for its continued maintenance.

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.

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.

11. The proposed site plan does not provide for required public uses designated on the Official Map.

12. The proposed site plan otherwise adversely affects the public health, safety, or general welfare.

EXTERIOR APPEARANCE REVIEW CRITERIA
FOR
330 CHESTNUT STREET

1. The proposed building is positioned on the site to allow for landscaped gardens to the East and West at the street level and a sunken garden provides additional open landscaped gardens for the North and South elevations. The building has been carefully integrated onto the site to reduce the scale from all sides and better relate to the scale of the surrounding structures.

2. With few exceptions all of the buildings on Chestnut that are in close proximity to the proposed building are brick. The proposed materials for the building are a common brick facade with metal clad dormers, columns and trellises. The roof will be a metal standing seam roof with metal flashing and gutters. The existing concrete retaining walls will be integrated into the design of the new building at the South elevation. Wide expanses of glass will be used at the East and West elevations to allow for views to the gardens.

3. The general character of the neighborhood is a mix of industrial, commercial and institutional buildings north of the railroad tracks and residential South of the tracks. Most of these structures are two stories in height. The streetscape on Chestnut is generally filled with parking lots and loading docks. We have viewed our site as an opportunity to soften this area with landscaping and buffer the sounds generated by the trains to the south and vehicles to the north. Our building takes its cues from the urban context of warehouse structures that are historically found along the Burlington Northern line and homes to the south with simple gable ended roof forms.

4. The existing site work including a parking lot to the west, curb cuts for future access to the property and all underground storm and sewer work has been completed by the previous property owner and we have positioned our building to incorporate this existing work into our project. Landscaping now is nonexistent and will be used extensively over the whole project site. Vehicular access will be provide with a parking lot west of the building and a circular drive east of the building. A new sidewalk will connect our property with those to the east and west and provide pedestrian access to our building on the north side. Handicap ramps will provide access to the building on the south side and will help integrate the existing concrete retaining walls with our building. Vehicular traffic patterns will be minimally altered with the new circular drive and will be improved with the expansion of the parking lot to the west.

5. The height of our proposed structure is under that allowed by code and is compatible with the buildings on Chestnut and residences South of The railroad tracks. To help reduce the bulk of the proposed building a simple pitched roof was used.

6. In an effort to help reduce the perceived length of the proposed building the front façade (Chestnut Street elevation) has been designed with a garden courtyard between the two main structures enclosed by a garden wall and trellised arbor above. The landscaping buffer between the sidewalk and the building will be done to soften the visual impact and further integrate the building and landscape.

7. The proportions and placing of the openings are a direct result of the site. The north façade (Chestnut Street) has limited desirable views thus the openings are mostly small punched openings in masonry. Glass walls with doors are recessed off the street and provide access and light into the building at the east and west sides. This expanse of glass wraps around to the east and west providing views to the gardens. The south façade abuts the tracks and openings are kept to a minimum to help with sound and the visual disturbance of the trains going by.

8. The rhythm of solids and voids are integral to the design and are used to breakdown the size and bulk of the building.

9. The building has been placed in the center of the lot to help incorporate landscaping between the existing parking lots and buildings on Chestnut Street.

10. Entrance porches provide a covered area at the east and west ends of the proposed building and are setback from the garden wall and courtyard to help with views from the street. This provides a direct connection to the pedestrian traffic from the east and from those parking in the lot to the west.

11. All exterior building materials will be authentic and will give our building the timeless qualities of a building that has always been there.

12. The roof shapes are simple gable ended structures that are in keeping with the residences to the south.

13. The Chestnut Street elevation has a 3 foot garden wall that connects to the main structure and runs parallel with the sidewalk. This wall visually breaks down the mass of the buildings and connects the two structures. A trellis is overhead and allows for landscaping to further soften the appearance from the street. The sunken garden positioned between the two building masses is similar to the building on Clay to the west.

14. The scale of the building is in keeping with all neighboring buildings and all the placement of gardens, windows, door openings, porches and balconies have been done to take advantage of desirable views and provide visual screening where necessary (tracks and road).

15. The directional expression of the front elevation (Chestnut St.) due to the nature of the long narrow lot is mostly horizontal. This is the general feel when approaching by car or foot and is further emphasized by the railroad tracks and concrete retaining walls to the south. The interior courtyard helps negate a long building and provides relief and interest to the streetscape on Chestnut.

16. Not applicable.

SITE PLAN REVIEW CRITERIA
FOR
330 CHESTNUT STREET

1. The site plan as proposed meets all standards required by the Zoning Code with respect to the proposed use.

2. The proposed site plan does not interfere with easements and rights of way.

3. The proposed site plan will transform what is now an abandoned landfill into a gardened paradise.

4. The proposed site plan provides for a sidewalk that enhances and connects the retail buildings to the east with the buildings to the west. The enjoyment and use of all surrounding properties will benefit from this proposed plan.

5. The proposed site plan does not negatively change or effect the vehicular traffic as the existing parking area will remain and be expanded as required. The foot traffic will be enhanced by the new sidewalk.

6. The site will blend the landscape and building and provide visual screening in appropriate ways that do not negatively impact the surrounding neighborhood. Where relief is necessary from the Railroad tracks to the south the concrete retaining walls will have trellises creating visual softness.

7. The proposed structures and landscaping exceed anything that exists in the general area and will be a positive influence to the general feel of the neighborhood.

8. Not applicable.

9. The proposed site plan does not create unreasonable drainage or erosion problems.

10. The proposed site plan has been a direct response to the multitude of utility systems that are on the property and allows for maintenance as needed.

11. Not applicable.

12. The proposed site plan does not affect the public health, safety or general welfare.

TABLE OF CONTENTS

1 SITE OVERVIEW
2 PLAT OF SURVEY
3 SITE PLAN
4 LANDSCAPE PLAN
5 FIRST FLOOR PLAN
6 SECOND FLOOR PLAN
7 BASEMENT FLOOR PLAN
8 NORTH AND SOUTH ELEVATIONS
9 EAST AND WEST ELEVATIONS
10 PERSPECTIVES

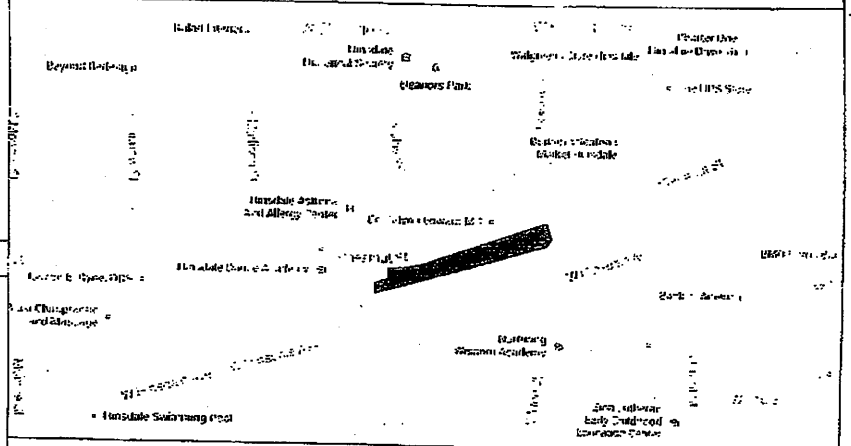
ZONING INFORMATION

	GRANTED VARIATIONS 3.19.14	CODE SECTION
BUILDING	5'-0" FRONT YARD BUILDING SETBACK	5-110(C)
BUILDING	1'-0" REAR YARD BUILDING SETBACK	5-110(C)
PARKING/DRIVE	0'-0" LANDSCAPE BUFFER REQUIREMENT FOR REAR YARD	9-107(A)
PARKING/DRIVE	2'-1" LANDSCAPE BUFFER FOR FRONT YARD	9-107(A)
PARKING/DRIVE	2'-1" FRONT YARD SETBACK (PARKING/TURNAROUND)	5-110(C)
PARKING/DRIVE	PARKING ALLOWED IN FRONT YARD	9-104(G)2b
MISC.	0 LOADING SPACES REQUIRED	9-105(D)

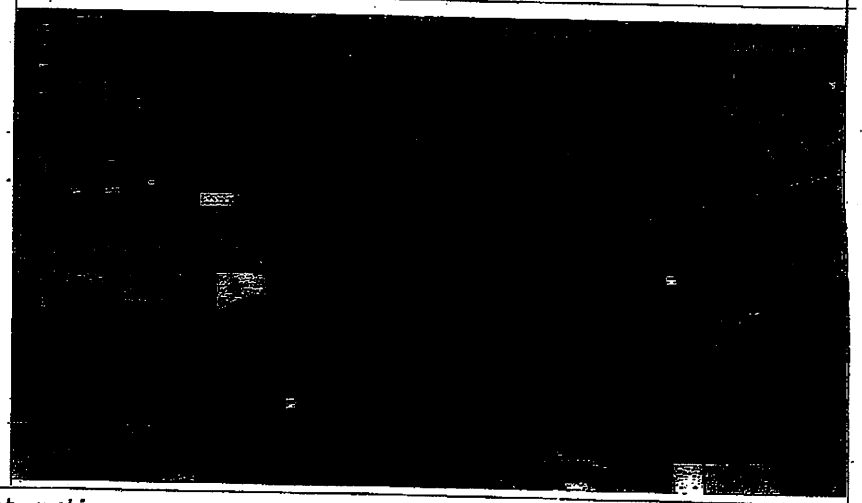
B-3 DISTRICT - 24,090 SF. LOT AREA

	CODE REQUIREMENTS	PROPOSED
MINIMUM LOT AREA	6,250 S.F.	24,090 S.F.
MINIMUM LOT DEPTH	125'	167.54'
MINIMUM LOT WIDTH	50'	144.24'
BUILDING HEIGHT	30'	25'-9"
NUMBER OF STORIES	2	2
FRONT YARD BUILDING SETBACK	5'-0" PER GRANTED ZONING VARIANCE	5'-10"
CORNER SIDE YARD BUILDING SETBACK	N/A	N/A
INTERIOR SIDE YARD BUILDING SETBACK	10'	149'10"
REAR YARD BUILDING SETBACK	1'-0" PER GRANTED ZONING VARIANCE	1'-4"
FLOOR AREA RATIO	90% OF LOT AREA= 12,045 S.F.	5,370(21%)
TOTAL BUILDING COVERAGE	90% OF LOT AREA= 21,681 S.F.	11,140(47%)
PARKING REQUIREMENTS	FOR OFFICE 1 PER 250 F.A.R.	10
FRONT YARD SETBACK	2'-1" PER GRANTED ZONING VARIANCE	2'-2" GARDEN WALL= 10'-5" PARKING
CORNER YARD SETBACK	N/A	N/A
REAR YARD SETBACK	0' PER GRANTED ZONING VARIANCE	0' PER GRANTED ZONING VARIANCE
LANDSCAPE BUFFER (SIDE YARD)	10'	25'
LANDSCAPE BUFFER (FRONT YARD)	2'-1" PER GRANTED ZONING VARIANCE	2'-2"
LANDSCAPE BUFFER (REAR YARD)	0'-0" PER GRANTED ZONING VARIANCE	0'-0"
LOADING REQUIREMENTS	0 PER GRANTED ZONING VARIANCE	0
ACCESSORY STRUCTURE INFORMATION	N/A	N/A

VICINITY MAP



AREA MAP



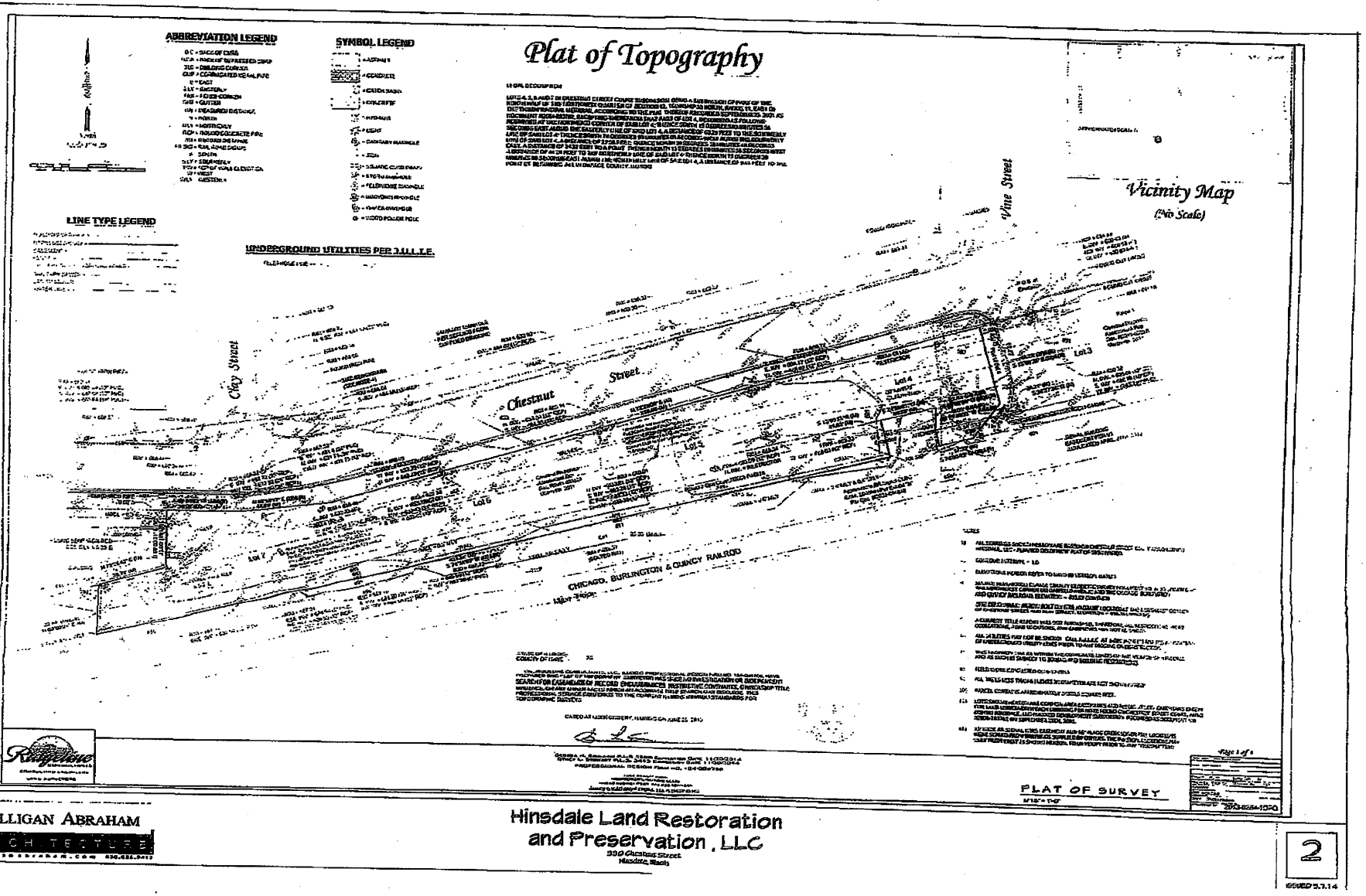
CULLIGAN ABRAHAM
ARCHITECTURE

Hinsdale Land Restoration
and Preservation, LLC

1

ISSUED 9.7.14

Attachment 2



CULLIGAN ABRAHAM
ARCHITECTURE

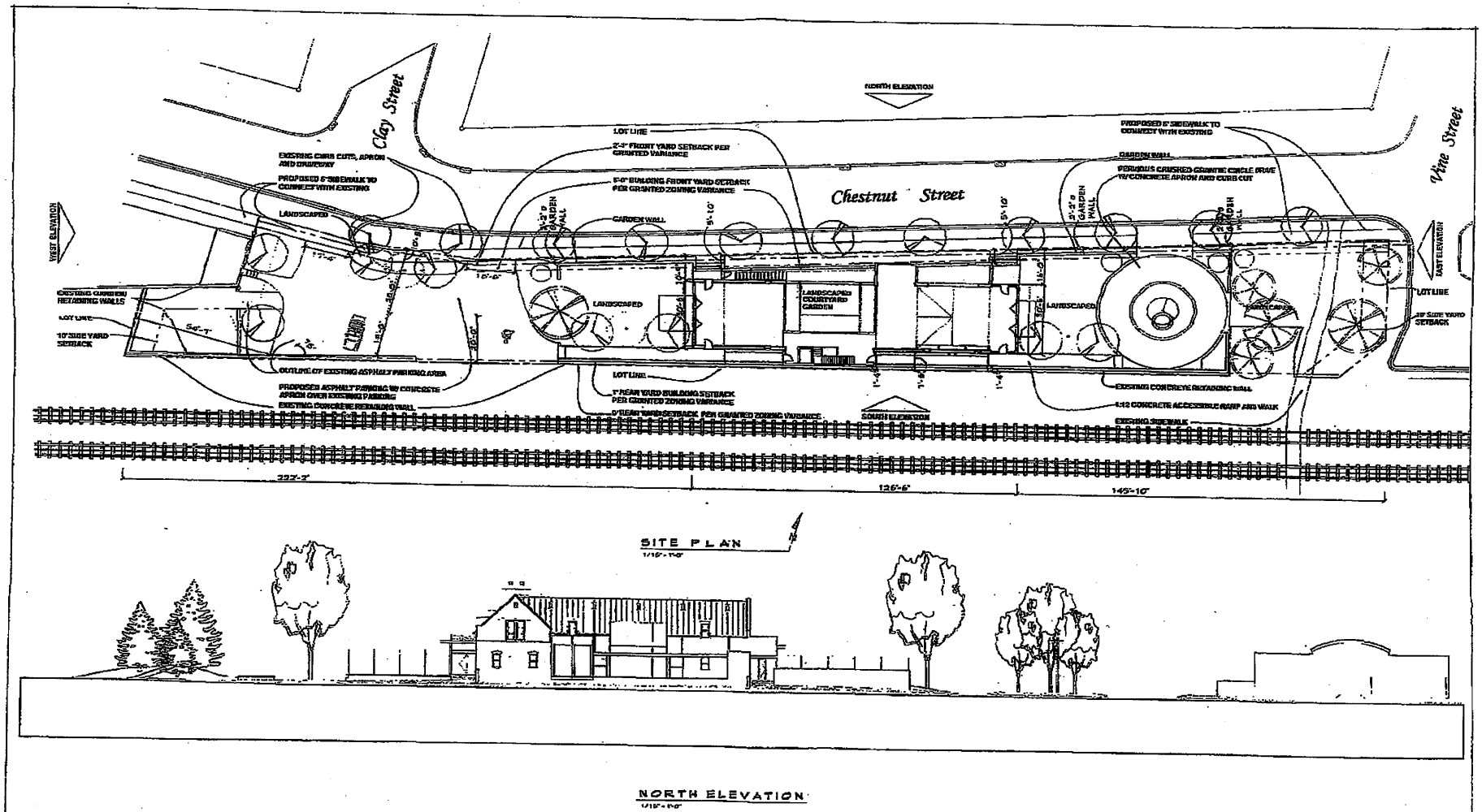
Hinsdale Land Restoration
and Preservation, LLC
390 Chestnut Street
Hinsdale, Illinois

2

ISSUED 5.7.14

Attachment 2

Attachment 2



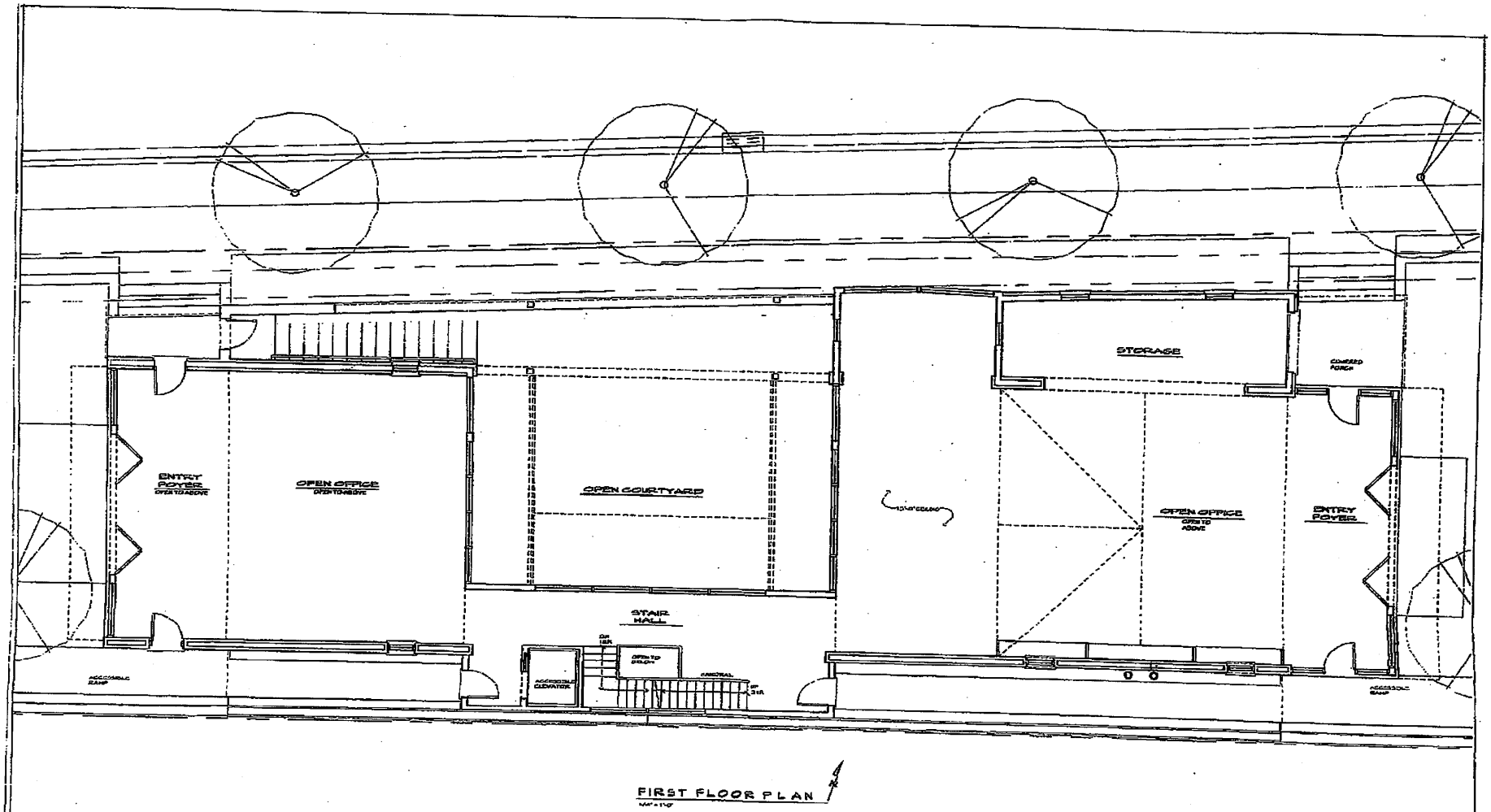
SITE PLAN
1/16" = 1'-0"

NORTH ELEVATION
1/16" = 1'-0"

CULLIGAN ABRAHAM
ARCHITECTURE
culliganabraham.com 630.655.8617

Hinsdale Land Restoration and Preservation, LLC
350 Chestnut Street
Hinsdale, Illinois

3
ISSUED 5.7.14



FIRST FLOOR PLAN

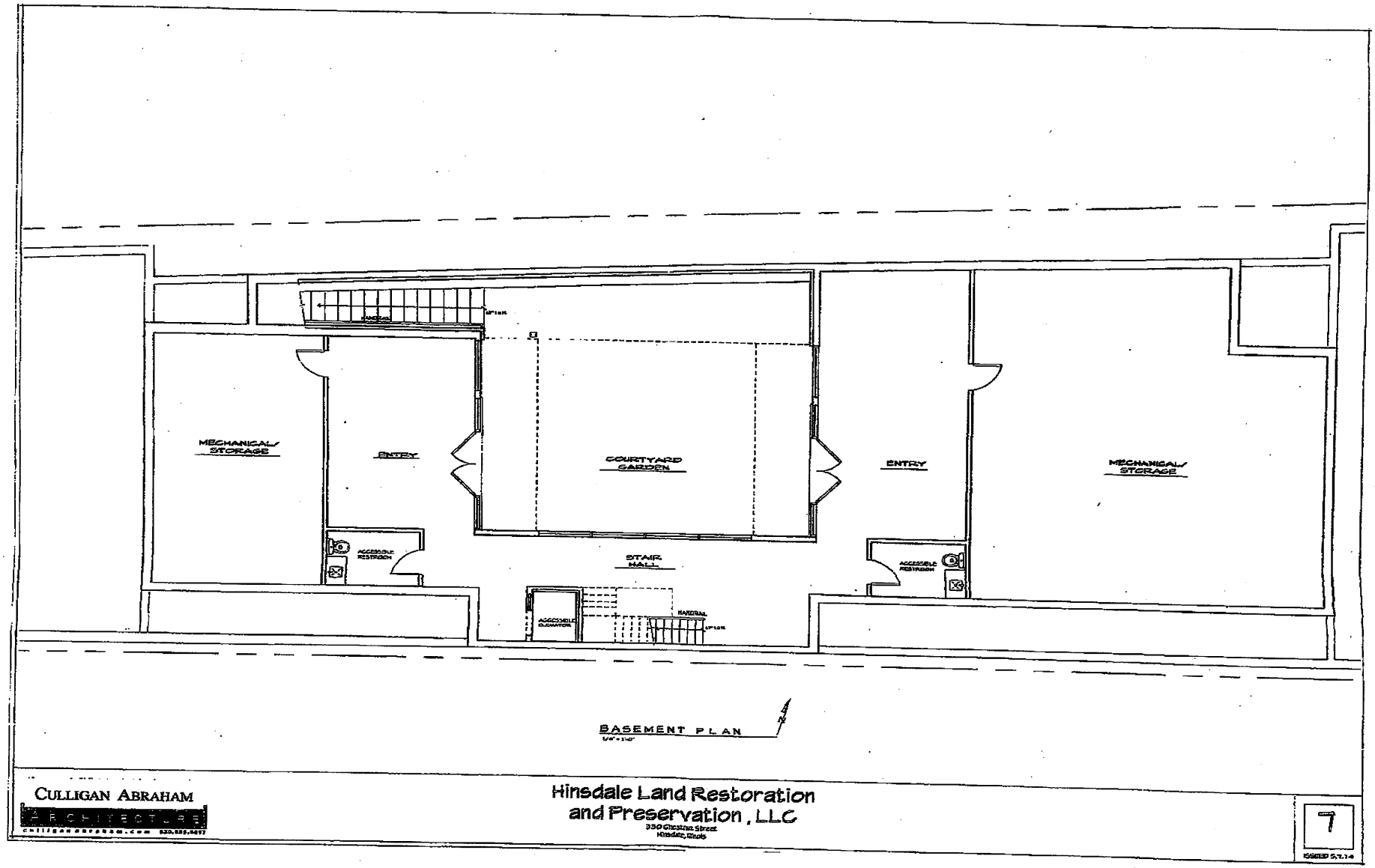
CULLIGAN ABRAHAM ARCHITECTURE

Hinsdale Land Restoration and Preservation, LLC

5

ISSUED 5.7.14

Attachment 2



CULLIGAN ABRAHAM ARCHITECTURE

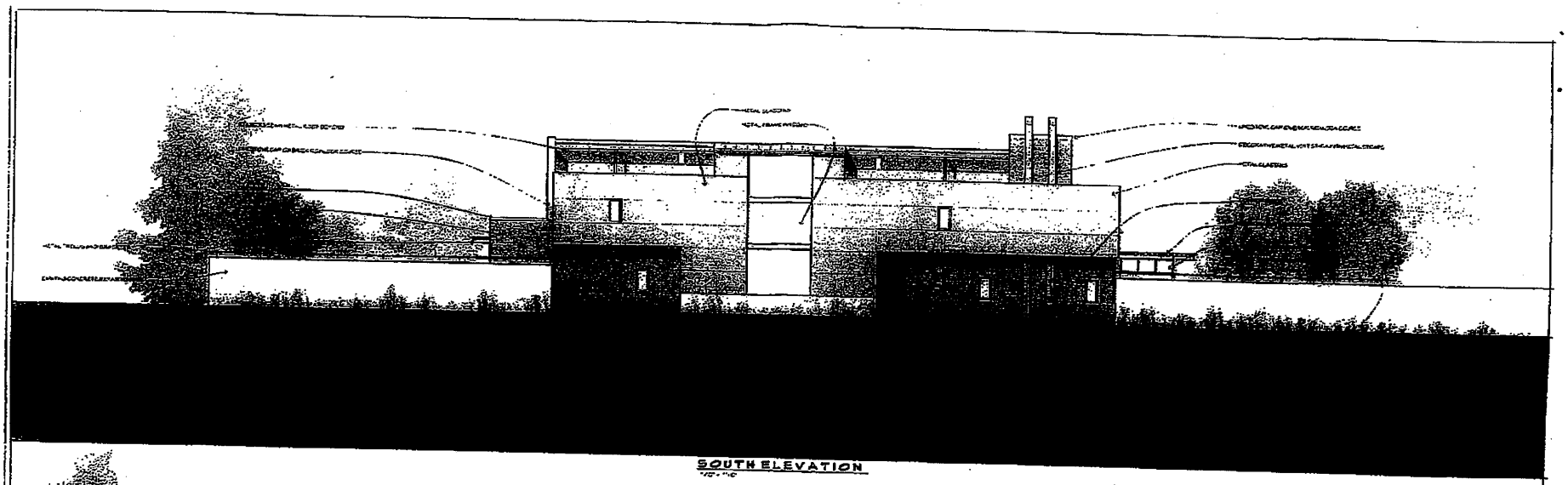
Hinsdale Land Restoration and Preservation, LLC

330 Chestnut Street
Hinsdale, Illinois

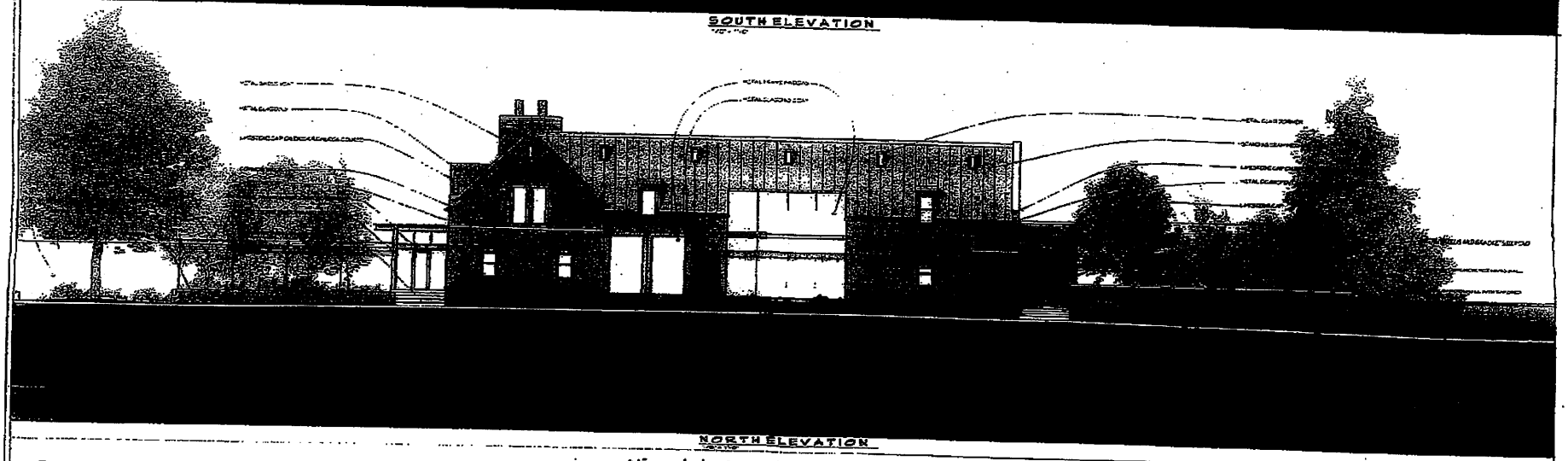
7

ISSUED 5.7.14

Attachment 2



SOUTH ELEVATION



NORTH ELEVATION

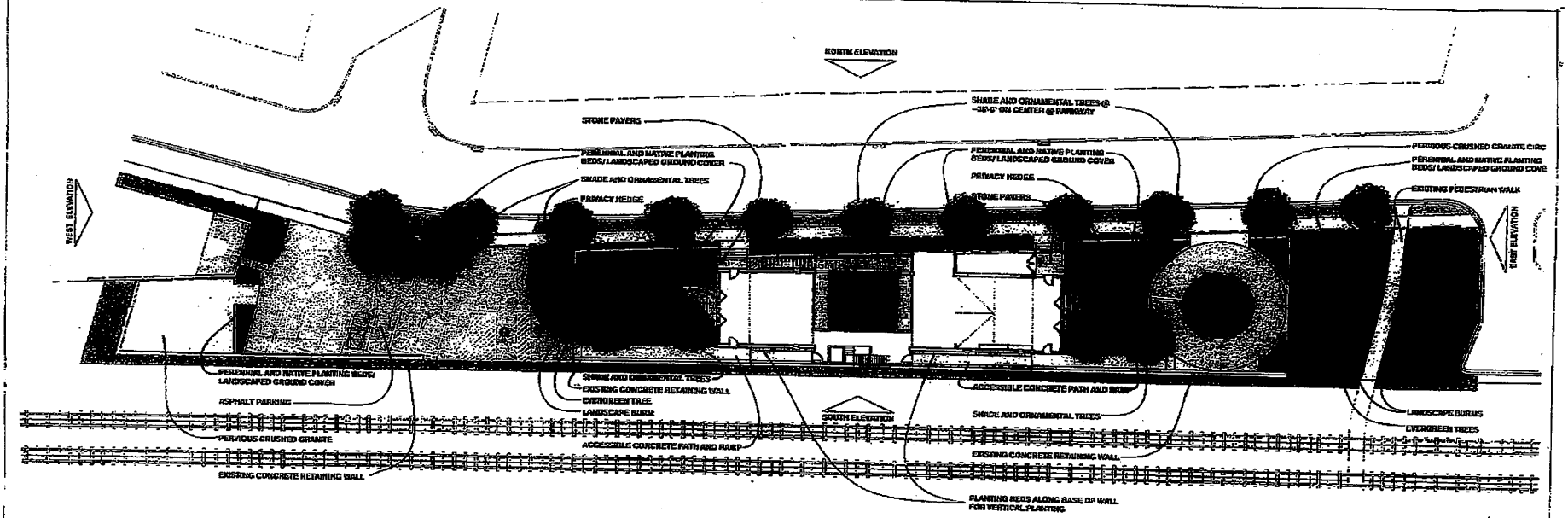
CULLIGAN ABRAHAM
ARCHITECTURE

Hinsdale Land Restoration
and Preservation, LLC
930 Chestnut Street
Hinsdale, Illinois

8

ISSUED 5.7.14

Attachment 2



LANDSCAPE PLAN



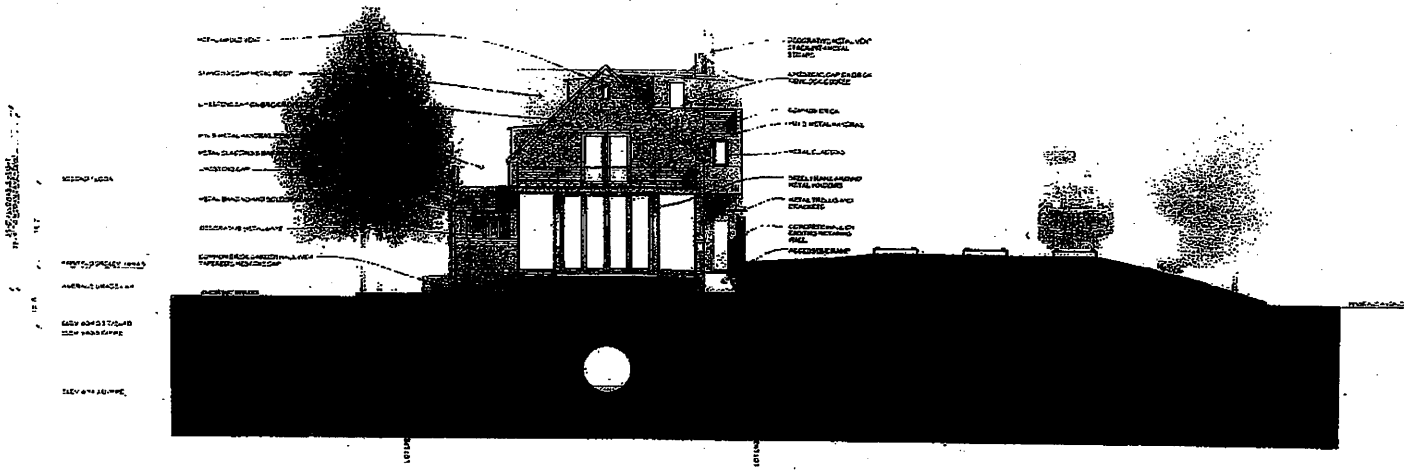
NORTH ELEVATION

CULLIGAN ABRAHAM
ARCHITECTURE

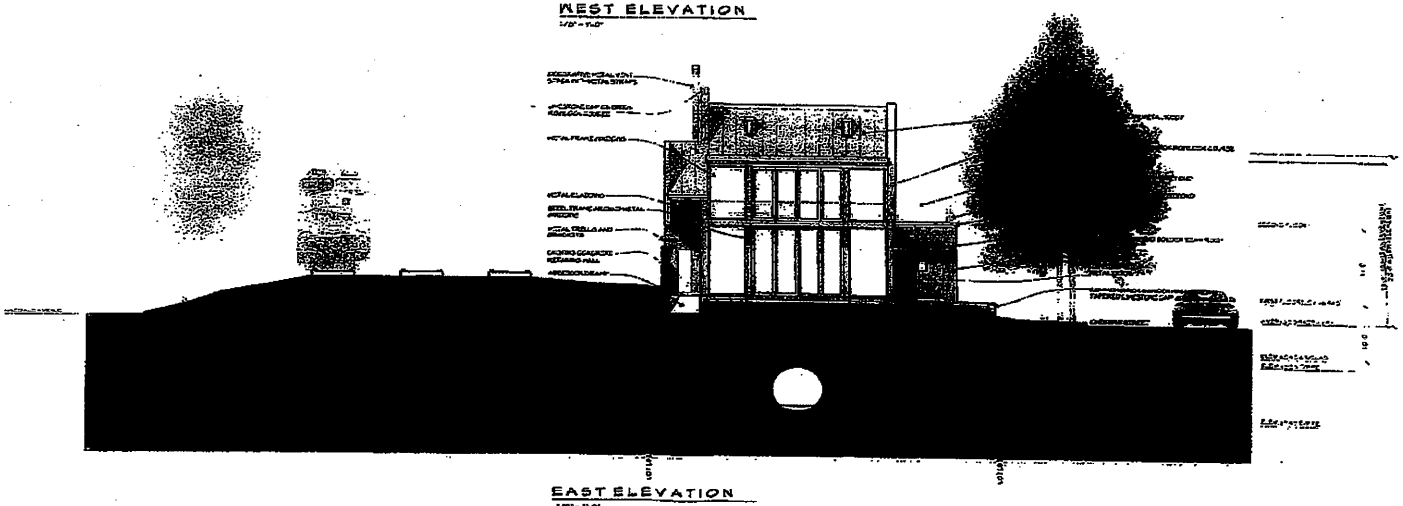
Hinsdale Land Restoration and Preservation, LLC
330 Chestnut Street
Hinsdale, Illinois

4
ISSUED 5.7.14

Attachment 2



WEST ELEVATION



EAST ELEVATION

CULLIGAN ABRAHAM
ARCHITECTURE

Hinsdale Land Restoration
and Preservation, LLC
330 Chestnut Street
Hinsdale, Illinois

9

ESHEP 5.7.14

Attachment 2





CULLIGAN ABRAHAM
ARCHITECTURE

Hinsdale Land Restoration
and Preservation, LLC

10

Attachment 2

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

7 Hill Real Estate

03/23/2015

Mr. Robb McGinnis
Building Commissioner

Re: 330 Chestnut St, Hinsdale

Dear Mr. McGinnis,

We own and manage 410 Chestnut St and share the property line of 330 Chestnut St property. I am writing to support proposed minor changes to the exterior appearance of the proposed building at 330 Chestnut.

In our opinion modifications are insignificant and it does not serve our community to delay this project.

I would hope the Village staff would approve these minor changes. The community deserves to have this derelict site improved.

Sincerely,

Emin Tuluce

977 North Oaklawn Avenue Suite 102 Elmhurst, IL 60126
P 630.359.3941

Attachment 4

rmcginnis@villageofhinsdale.org

Members of the Village of Hinsdale Board:

Attached is my previous letter of support for the building approved for 330 Chestnut St.

I understand the village committees perceive small architectural changes to the building and that these require village board approval.

Having seen the changes, frankly they seem insignificant and inconsequential. The architectural integrity has not changed and is consistent with what was presented in the exterior review process. This building is a welcome addition to our downtown and will greatly improved a neglected part of our downtown.

I support the changes proposed and continue encouraging this project. I'm hopeful the village board will accept these negligible alterations so construction can begin as soon as possible and keep this project moving forward.

Q ? R

Tim Thompson
111 S. Vine
Hinsdale, IL 60521

April 30, 2014

Members of the Village of Hinsdale Plan Commission:

As a neighbor across the street from the proposed improvement on 330 Chestnut, I'd like to offer my strong support for the building and site plan submitted to this committee.

This lot has has gone unimproved since the Village was established and due to numerous issues has been commercially challenged to build on. Past proposals consumed the entire lot and dominated the space in a manner that found little support. This proposal creates the opposite and has strong support.

We now have a long time resident willing to fix the problem and create a beautiful space that improves our town. The choice of Culligan and Abraham Architects is also reassuring as they have spent the last 30 years creating great structures in Hinsdale.

Please approve this exterior appearance and site layout as presented. As a longtime resident and neighbor it has my unbounded support.

Sincerely,

Tim Thompson

Chan Yu

From: Robert McGinnis
Sent: Wednesday, March 25, 2015 9:12 AM
To: Chan Yu
Subject: FW: 330 Chestnut

Follow Up Flag: Follow up
Flag Status: Flagged

Another one for the file-

Robert McGinnis, MCP
Village of Hinsdale
Director of Community Development/
Building Commissioner
Office 630-789-7036
Fax 630-789-7016
rmcginnis@villageofhinsdale.org

From: Bruce Wance [mailto:bruce.wance@gmail.com]
Sent: Sunday, March 22, 2015 7:21 PM
To: Robert McGinnis
Subject: 330 Chestnut

Mr. McGinnis:

Its my understanding 330 Chestnut Project may be returned to VoH Board for re-consideration / re-approval due to elevation and site plan changes incorporated into the scope at the direction of VoH. I have reviewed both narrative and "bubbled" document changes to 330 Chestnut Project.

As a person who's residence is in close proximity to 330 Chestnut, these changes have no substantive impact on the overall building appearance previously submitted to and accepted by VoH. As an architect and contractor, with over 30-years of commercial, residential and historic jurisdictional compliance experience, the threshold by which VoH Board re-consideration / re-approval would be required has not been met.

I therefore urge VoH to allow the project to proceed, without delay, as designed and submitted.

Thank you.

Bruce J. Wance, AIA, LEED AP, BD+C

122 South Clay Street
Hinsdale, Illinois 60521

H: 630-323-8379
C: 773-414-5301
E: bruce.wance@gmail.com

Chan Yu

From: Robert McGinnis
Sent: Tuesday, March 24, 2015 1:39 PM
To: Chan Yu
Subject: FW: In support of 330 Chestnut Project

Chan,
Print this out and keep it with the file. This will likely go out with the request for major adjustment to site plan.
Thanks-

Robert McGinnis, MCP
Village of Hinsdale
Director of Community Development/
Building Commissioner
Office 630-789-7036
Fax 630-789-7016
rmcginnis@villageofhinsdale.org

From: Thomas Heinz [mailto:thomaspheinz@gmail.com]
Sent: Tuesday, March 24, 2015 11:05 AM
To: Robert McGinnis
Subject: In support of 330 Chestnut Project

Dear Mr. McGinnis,

My wife and I have lived in Hinsdale for 37 years at 116 S. Vine St.
The 330 Chestnut Street Project is located just north of the BNSF tracks from our corner of Vine St. and Hinsdale Avenue. I have watched and approved of the development of this land as the Village and Dave Habiger have worked together to come to an agreement on the plan. I have attended meetings at the Village Hall as plans were presented along the way, always speaking out on my approval of the project.

I also sent an email to **Mr. Sean Gascoigne and Members of the Village of Hinsdale Plan Commission, dated 4/21/14** in which I expressed our support of the project.

I understand that the village committees perceive that small architectural changes need to be made to the building as previously approved, and that these changes require village board approval.

Having seen the changes (which were provided to me by Mr. Habiger), I perceive them to be insignificant and inconsequential. The architectural integrity, spirit and character has not changed; the building is consistent with what was presented in the exterior review process. This building is a welcome addition to our downtown as well as to my neighborhood and will greatly improved a neglected part of our village.

As a neighbor on the South side of the railroad tracks, I support the changes proposed and continue encouraging this project. I'm hopeful the village board will accept these negligible alterations so construction can begin as soon as possible and keep this project moving forward.

Thank you for allowing me to express our approval.

8a

DATE: April 07, 2015

AGENDA SECTION	Consent: Agenda/ACA	**ORIGINATING DEPARTMENT**	Finance
ITEM	Accounts Payable	**APPROVED**	Darrell Langlois Assistant Village Manager/Director of Finance

At the meeting of April 07, 2015 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 March 18, 2015 through April 07, 2015 in the aggregate amount of $1,139,157.03 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 #1583

FOR PERIOD March 18, 2015 through April 07, 2015

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of $1,139,157.03 reviewed and approved by the below named officials.

APPROVED BY Darrell Langlois/aw **DATE** 4/2/15
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY _____ **DATE** _____
VILLAGE MANAGER

APPROVED BY _____ **DATE** _____
VILLAGE TRUSTEE

Village of Hinsdale
Warrant # 1583
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	354,677.55	168,142.51	522,820.06
Capital Project Fund	45300	21,192.76	-	21,192.76
Water & Sewer Operations	61061	343,325.06	-	343,325.06
Escrow Funds	72100	50,650.00	-	50,650.00
Payroll Revolving Fund	79000	11,529.46	185,638.44	197,167.90
Capital Reserve	95000	3,989.25		3,989.25
Library Operating Fund	99000	12.00		12.00
Total		**785,376.08**	**353,780.95**	**1,139,157.03**

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1583

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 3/27/2015	Village Payroll #7 - Calendar 2015	FWH	$ 48,352.01
Electronic Federal Tax Payment Systems 3/27/2015	Village Payroll #7 - Calendar 2015	FICA/MCARE	37,401.08
Illinois Department of Revenue 3/27/2015	Village Payroll #7 - Calendar 2015	State Tax Withholding	13,135.21
ICMA - 457 Plans 3/27/2015	Village Payroll #7 - Calendar 2015	Employee Withholding	15,661.13
H SA PLAN CONTRIBUTION - 03/13/2015		Employer/Employee Withholding	2,435.78
Intergovernmental Personnel Benefit Cooperative		Employer/Employee	168,142.51
Illinois Municipal Retirement Fund		Employer/Employee	68,653.23
		Total Bank Wire Transfers and ACH Payments	$353,780.95

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER	AMOUNT PAID
AFCI				
189574	FRAUD SEMINAR		03162015	$125.00
		Total for Check:	**101409**	**$125.00**
ALAN F. FRIEDMAN, PH D				
189572	TEST DATA		02092015	$360.00
		Total for Check:	**101410**	**$360.00**
IAPEM				
189573	2015 CONFERENCE		9681	$355.00
		Total for Check:	**101411**	**$355.00**
AFLAC-FLEXONE				
189766	ALFAC OTHER		032715000000000	$204.62
189767	AFLAC OTHER		032715000000000	$259.62
189768	AFLAC SLAC		032715000000000	$58.41
		Total for Check:	**101412**	**$522.65**
BLITT & GAINES, P.C.				
189778	GARNISHMENT		032715000000000	$362.12
		Total for Check:	**101413**	**$362.12**
COLONIAL LIFE PROCCESSING				
189756	COLONIAL S L A C		032715000000000	$60.98
189757	COLONIAL OTHER		032715000000000	$27.63
		Total for Check:	**101414**	**$88.61**
I.U.O.E.LOCAL 150				
189773	LOCAL 150 UNION DUES		032715000000000	$884.99
		Total for Check:	**101415**	**$884.99**
NATIONWIDE RETIREMENT SOL				
189760	USCM/PEBSCO		032715000000000	$39.80
189761	USCM/PEBSCO		032715000000000	$1,665.00
		Total for Check:	**101416**	**$1,704.80**
NATIONWIDE TRUST CO.FSB				
189769	PEHPPD		032715000000000	$538.57
189770	PEHP REGULAR		032715000000000	$2,144.57
189771	PEHP UNION 150		032715000000000	$341.93
		Total for Check:	**101417**	**$3,025.07**
STATE DISBURSEMENT UNIT				
189772	MAINTENANCE		032715000000000	$500.00
		Total for Check:	**101418**	**$500.00**
STATE DISBURSEMENT UNIT				
189774	CHILD SUPPORT		032715000000000	$313.21
		Total for Check:	**101419**	**$313.21**
STATE DISBURSEMENT UNIT				
189775	CHILD SUPPORT		032715000000000	$585.00
		Total for Check:	**101420**	**$585.00**
STATE DISBURSEMENT UNIT				
189776	CHILD SUPPORT		032715000000000	$230.77
		Total for Check:	**101421**	**$230.77**
STATE DISBURSEMENT UNIT				
189777	CHILD SUPPORT		032715000000000	$764.77
		Total for Check:	**101422**	**$764.77**

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER	AMOUNT PAID
STATE DISBURSEMENT UNIT				
189779	CHILD SUPPORT		032715000000000	$210.00
		Total for Check:	**101423**	**$210.00**
STATE DISBURSEMENT UNIT				
189780	CHILD SUPPORT		032715000000000	$923.07
		Total for Check:	**101424**	**$923.07**
VILLAGE OF HINSDALE				
189762	MEDICAL REIMBURSEMENT		032715000000000	$359.58
189763	DEP CARE REIMBURSEMENT		032715000000000	$152.17
189764	DEP CARE REIMB.F/P		032715000000000	$20.83
189765	MEDICAL REIMBURSEMENT		032715000000000	$677.49
		Total for Check:	**101425**	**$1,210.07**
VSP ILLINOIS - 30048087				
189758	VSP FAMILY ALL EMPLOYEES		032715000000000	$165.76
189759	VSP SINGLE ALLEMPLOYEES		032715000000000	$38.57
		Total for Check:	**101426**	**$204.33**
AMERICAN EXPRESS				
189826	ASST MERCHANDISE		8-3003-03/2015	$20.72-
189826	ASST MERCHANDISE		8-3003-03/2015	$396.01
189826	ASST MERCHANDISE		8-3003-03/2015	$600.00
189826	ASST MERCHANDISE		8-3003-03/2015	$180.00
189826	ASST MERCHANDISE		8-3003-03/2015	$114.92
189826	ASST MERCHANDISE		8-3003-03/2015	$71.21
189826	ASST MERCHANDISE		8-3003-03/2015	$1,352.54
189826	ASST MERCHANDISE		8-3003-03/2015	$375.00
189826	ASST MERCHANDISE		8-3003-03/2015	$152.04
189826	ASST MERCHANDISE		8-3003-03/2015	$704.00
189826	ASST MERCHANDISE		8-3003-03/2015	$345.00
		Total for Check:	**101427**	**$4,270.00**
CHASE				
189823	INTEREST		0000002619	$3,989.25
		Total for Check:	**101428**	**$3,989.25**
HOME DEPOT CREDIT SERVICE				
189824	ASST HARDWARE		3013509	$399.00
189825	ASST HARDWARE		23082	$63.91
		Total for Check:	**101429**	**$462.91**
5 STAR SOCCER CAMPS, INC				
189790	YOUTH SOCCER		32115	$532.00
		Total for Check:	**101430**	**$532.00**
ADVANTAGE CHEVROLET				
189544	BUMPER FOR UNIT 99		339020	$79.06
189545	DOOR HANDLE - UNIT 10		338962	$53.97
		Total for Check:	**101431**	**$133.03**
AIR ONE EQUIPMENT				
189606	HAZMAT SUIT		101791	$325.00
189857	GLOVES		102297	$262.70
		Total for Check:	**101432**	**$587.70**
ALEXANDER EQUIPMENT				

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER		AMOUNT PAID
BALDINELLI PIZZA					
189729	EMERGENCY DINNER		8530		$67.97
		Total for Check:		**101442**	**$67.97**
BLOOM, BRADLEY					
189581	DEPT MEAL SUPPLIES		03132015		$51.23
189864	ILLINOIS CHIEFS MTG		03252015		$208.44
		Total for Check:		**101443**	**$259.67**
BOMBA, SUE					
189919	VEHICLE STICKER		3324		$30.00
		Total for Check:		**101444**	**$30.00**
BUZZELL, RACHEL					
189751	KEY FOB REFUND		134182		$20.00
		Total for Check:		**101445**	**$20.00**
CAIN, JASON					
189747	ST MGMT BD-3 N QUINCY		21807		$3,000.00
		Total for Check:		**101446**	**$3,000.00**
CALL ONE					
189620	TELEPHONE		101090730000		$408.17
189620	TELEPHONE		101090730000		$770.12
189620	TELEPHONE		101090730000		$143.39
189620	TELEPHONE		101090730000		$1,116.23
189620	TELEPHONE		101090730000		$61.28
189620	TELEPHONE		101090730000		$33.11
189620	TELEPHONE		101090730000		$653.19
189620	TELEPHONE		101090730000		$362.03
189620	TELEPHONE		101090730000		$1,610.39
		Total for Check:		**101447**	**$5,157.91**
CBC RESTUARANT CORP					
189530	EMERGENCY MEAL		11056525020097		$60.00
189577	EMERGENCY MEAL		11056525020097		$60.00
189578	EMERGENCY MEAL		11057445030097		$120.00
		Total for Check:		**101448**	**$240.00**
CDW-GOVERNMENT INC.					
189722	COMPUTER		TC07568		$35.61
189722	COMPUTER		TC07568		$683.72
189722	COMPUTER		TC07568		$105.19
189798	SPEAKERS		SX94625		$11.92
189920	PRINTER-FINANCE		TD12559		$135.04
189921	PRINTER-PAYROLL		TF28061		$184.29
		Total for Check:		**101449**	**$1,155.77**
CHICAGO TRIBUNE					
189863	RENEWAL		20097644-3/19		$93.75
		Total for Check:		**101450**	**$93.75**
CINTAS CORPORATION 769					
189532	FLOOR MATS/SHOP TOWELS		769559544		$54.54
189532	FLOOR MATS/SHOP TOWELS		769559544		$76.98
189585	FLOOR MATS/SHOP TOWELS		795769559544		$32.81
189585	FLOOR MATS/SHOP TOWELS		795769559544		$128.11

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
189592	POLE PRUNER PARTS	109553		$4.78
189797	DIAMETER TAPE	109748		$59.95
189840	CHAIN SAW SUPPLIES	109976		$47.92
	Total for Check:		**101433**	**$112.65**
ALL CLEANERS				
189732	BRUSH HILL CLEANING	COSI CAFE		$900.00
	Total for Check:		**101434**	**$900.00**
AMERICAN MESSAGING				
189725	PAGERS	U1153710PC		$69.02
189725	PAGERS	U1153710PC		$18.32
	Total for Check:		**101435**	**$87.34**
AMERICAN PLANNING ASSOC				
189816	ANNUAL DUES	143095-1514		$613.00
	Total for Check:		**101436**	**$613.00**
ANDRES MEDICAL BILLING LT				
189564	MONTHLY FEE - FEB	134981		$2,420.69
	Total for Check:		**101437**	**$2,420.69**
APTEAN, INC.				
189830	MONTHLY FEES	RI-714779		$4,333.56
189830	MONTHLY FEES	RI-714779		$780.50
189830	MONTHLY FEES	RI-714779		$780.50
	Total for Check:		**101438**	**$5,894.56**
ARAMARK UNIFORM SERVICES				
189522	UNIFORMS	2078948472		$17.42
189522	UNIFORMS	2078948472		$121.08
189522	UNIFORMS	2078948472		$24.14
189522	UNIFORMS	2078948472		$27.52
189522	UNIFORMS	2078948472		$38.06
189522	UNIFORMS	2078948472		$70.13
189723	UNIFORMS	2078958471		$17.89
189723	UNIFORMS	2078958471		$81.04
189723	UNIFORMS	2078958471		$24.80
189723	UNIFORMS	2078958471		$28.27
189723	UNIFORMS	2078958471		$39.10
189723	UNIFORMS	2078958471		$72.04
189791	UNIFORMS	2078968445		$17.89
189791	UNIFORMS	2078968445		$81.04
189791	UNIFORMS	2078968445		$24.80
189791	UNIFORMS	2078968445		$28.27
189791	UNIFORMS	2078968445		$39.10
189791	UNIFORMS	2078968445		$72.04
	Total for Check:		**101439**	**$824.63**
AT & T				
189740	VEECK PARK - WP	630323386303		$156.65
	Total for Check:		**101440**	**$156.65**
ATLAS BOBCAT LLC				
189563	VALVES REPAIR - UNIT 92	664564		$1,746.38
	Total for Check:		**101441**	**$1,746.38**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
189585	FLOOR MATS/SHOP TOWELS	795769559544		$23.40
189731	FLOOR MATS/SHOP TOWELS	769563098		$54.54
189731	FLOOR MATS/SHOP TOWELS	769563098		$32.81
189731	FLOOR MATS/SHOP TOWELS	769563098		$128.11
189731	FLOOR MATS/SHOP TOWELS	769563098		$23.40
	Total for Check:		**101451**	**$554.70**
CLARK BAIRD SMITH LLP				
189805	LEGAL FEES	5716		$7,328.75
	Total for Check:		**101452**	**$7,328.75**
COLLEY ELEVATOR COMPANY				
189828	ELEVATOR MODERNIZATION	137404		$33,054.00
	Total for Check:		**101453**	**$33,054.00**
COMMERCIAL COFFEE SERVICE				
189782	COFFEE SUPPLIES	129530		$75.00
189834	COFFEE SUPPLIES	129647		$112.50
	Total for Check:		**101454**	**$187.50**
CONSPEC CONTROLS INC				
189613	O2 SENSORS-VEECK CSO	75793		$467.75
	Total for Check:		**101455**	**$467.75**
CONSTELLATION NEWENERGY				
189811	217 SYMONDS	0022893839		$1,902.60
189812	225 SYMONDS	0022893839		$2,063.44
189813	121 SYMONDS	0022893839		$1,960.15
189814	500 W HINSDALE	0022893839		$402.24
189815	5901 COUNTY LINE RD	0022893839		$1,515.68
	Total for Check:		**101456**	**$7,844.11**
CORDONNIER, MICHAEL				
189744	CONT BD-5733 S GARFIELD	22349		$2,000.00
	Total for Check:		**101457**	**$2,000.00**
COUGHLIN, MICHAEL				
189617	CLOTHING	03172015		$98.82
	Total for Check:		**101458**	**$98.82**
CURRENT TECHNOLOGIES				
189800	NETWORK ISSUES	713046		$135.00
189800	NETWORK ISSUES	713046		$405.00
	Total for Check:		**101459**	**$540.00**
CURRIE MOTORS				
189520	2015 FORD INTERCEPTOR-32	E3356		$26,481.00
189521	2015 FORD EXPLORER - 34	E3305		$26,186.00
	Total for Check:		**101460**	**$52,667.00**
DIABETES & ENDICRONOLOGY				
189822	KLM REFUND	134239		$75.00
	Total for Check:		**101461**	**$75.00**
DIGITAL HOME TECHNOLOGIES				
189802	INSTALLATION	14172		$427.03
	Total for Check:		**101462**	**$427.03**
DSI DRILLERS SERVICE INC				
189526	PUMP REPAIR	4158204-00		$17,498.00

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
189719	FEB 2015 PERMITS	03112015		$161.10
	Total for Check:		**101475**	**$161.10**
GIULIANOS				
189810	EMERGENCY DINNER	136		$33.87
	Total for Check:		**101476**	**$33.87**
GRAINGER, INC.				
189623	RADAR GUN BATTERIES	9652746505		$52.38
189829	BOOT BRUSHES	9698858579		$169.74
189922	REPLACEMENT LAMPS-TRAIN	9652478687		$141.71
	Total for Check:		**101477**	**$363.83**
H2O SERVICES, INC.				
189565	BOILER WATER KIT	3209		$375.10
	Total for Check:		**101478**	**$375.10**
HD SUPPLY WATERWORKS				
189524	WATER METERS	D596324		$145,897.00
189525	WATER METERS	D631793		$3,720.00-
189598	WATER METERS	D593657		$1,325.00
189599	WATER METERS	D591608		$672.00-
189792	FITTINGS, B-BOXES	D475978		$3,139.50
189793	CLAMPS	D476157		$423.50
189794	FITTINGS, CLAMPS	D571589		$79.30-
189795	TOUCH PADS, WIRE	D402725		$240.00
189796	WIRE	D572428		$180.00-
189928	WATER METERS	D699330		$172,383.50
	Total for Check:		**101479**	**$318,757.20**
HEALY ASPHALT COMPANY LLC				
189597	COLD PATCH	50519MB		$875.08
	Total for Check:		**101480**	**$875.08**
HEINES, LISA				
189749	STRMWTR BD-344 FOREST	21111		$7,303.00
	Total for Check:		**101481**	**$7,303.00**
HILDEBRAND SPORTING GOODS				
189582	RETIREMENT PLATE	03102015		$11.00
	Total for Check:		**101482**	**$11.00**
HR GREEN INC				
189621	2015 VEECK PARK OPERATOR	96985		$258.65
189625	OAK STREET BRIDGE PH 2	17		$11,978.96
	Total for Check:		**101483**	**$12,237.61**
HUFF & HUFF INC				
189604	PERMIT REVIEW	0699373		$185.00
	Total for Check:		**101484**	**$185.00**
ILLINOIS PAPER DIVISION				
189738	COPY PAPER	IN154979		$451.43
	Total for Check:		**101485**	**$451.43**
ILLINOIS TOLLWAY				
189605	TOLLS	G14630571		$57.93
	Total for Check:		**101486**	**$57.93**
INDUSTRIAL ELECTRIC				

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
	Total for Check:		**101463**	**$17,498.00**
DUPAGE DELIVERY				
189737	ADVERTISEMENT	10425		$250.00
189737	ADVERTISEMENT	10425		$250.00
	Total for Check:		**101464**	**$500.00**
EMSAR				
189860	ANNUAL MAINT-STRETCHERS	SI-45786		$350.17
	Total for Check:		**101465**	**$350.17**
ENVIRO-TEST/PERRY LABORAT				
189601	WATER SAMPLES	15-130863		$180.00
	Total for Check:		**101466**	**$180.00**
EXCELL FASTENER SOLUTIONS				
189839	SIGN BOLTS	5469		$39.60
	Total for Check:		**101467**	**$39.60**
FACTORY MOTOR PARTS CO				
189543	CORE FOR UNIT 832	50-10002522		$108.66
189852	BRAKE PADS/ROTORS # 97	50-1014935		$183.19
	Total for Check:		**101468**	**$291.85**
FEDEX				
189917	OVERNIGHT MAIL	2-980-33856		$19.18
	Total for Check:		**101469**	**$19.18**
FIRE SAFETY CONSULTANTS				
189588	PLAN REVIEW	2014-1190AF		$210.90
189589	PLAN REVIEW	2015-117		$1,071.38
189590	PLAN REVIEW	2015-1419AF		$62.70
189591	PLAN REVIEW	2015-167R		$874.00
	Total for Check:		**101470**	**$2,218.98**
FIRST COMMUNICATIONS, LLC				
189926	TELEPHONE	12728854		$320.41
189926	TELEPHONE	12728854		$770.39
189926	TELEPHONE	12728854		$446.76
189926	TELEPHONE	12728854		$191.46
189926	TELEPHONE	12728854		$110.38
189926	TELEPHONE	12728854		$230.97
189926	TELEPHONE	12728854		$62.84
	Total for Check:		**101471**	**$2,133.21**
FLEET PRIDE				
189542	AIR VALVES - UNITS 7,9	66969442		$41.68
	Total for Check:		**101472**	**$41.68**
FRED GLINKE PLUMBING AND				
189831	HOT WATER HEATERS	5336-1C		$2,406.00
189831	HOT WATER HEATERS	5336-1C		$2,406.00
189923	SHOWER VALVE REPAIR	31290		$227.45
	Total for Check:		**101473**	**$5,039.45**
FULLERS HOME & HARDWARE				
189835	SNOW REMOVAL	3941		$4,165.00
	Total for Check:		**101474**	**$4,165.00**
GARY JOHNSTON				

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
189806	FIRE ALARM BATTERY	232260		$96.00
	Total for Check:		**101487**	**$96.00**
INDUSTRIAL SYSTEMS, LTD				
189541	ICE MELT	19583		$740.00
	Total for Check:		**101488**	**$740.00**
INTERNATIONAL COUNCIL OF				
189819	ANNUAL DUES	01162015		$100.00
	Total for Check:		**101489**	**$100.00**
	VOID CHECK 101490			
INTERNATIONAL EXTERMINATO				
189528	PEST CONTROL	121490504		$40.00
189528	PEST CONTROL	121490504		$40.00
189528	PEST CONTROL	121490504		$113.00
189528	PEST CONTROL	121490504		$40.00
189528	PEST CONTROL	121490504		$40.00
189529	PEST CONTROL	31592233		$40.00
189529	PEST CONTROL	31592233		$40.00
189529	PEST CONTROL	31592233		$113.00
189529	PEST CONTROL	31592233		$40.00
189529	PEST CONTROL	31592233		$40.00
	Total for Check:		**101491**	**$546.00**
INTERSTATE BILLING SERVIC				
189562	PUMP - UNIT 9	96914885		$2,880.75
189838	MIRROR MOUNTING KIT #4	97270774		$49.68
	Total for Check:		**101492**	**$2,930.43**
ISSAC RAY FORENSIC GP LLC				
189803	TESTING	1605		$4,906.25
	Total for Check:		**101493**	**$4,906.25**
IWINSKI, JOANNE				
189752	KLM REFUND - EN150626	22232		$450.00
	Total for Check:		**101494**	**$450.00**
J.G. UNIFORMS				
189579	UNIFORMS	36373		$41.00
	Total for Check:		**101495**	**$41.00**
JAMES J BENES & ASSOC INC				
189566	2014 RESURFACING/CONST OB	02282015		$8,869.66
189567	2014 RECONSTRUCTION	022820151		$344.14
	Total for Check:		**101496**	**$9,213.80**
KEISER CORP				
189856	SLEDGE HAMMERS	102845		$260.00
	Total for Check:		**101497**	**$260.00**
KENNA BUILDERS				
189929	STORMWTR BD 14 E 6TH ST	21190		$6,776.00
	Total for Check:		**101498**	**$6,776.00**
KH KIMS TAE KWON DO				
189535	TAEKWONDO 01/07-03/18/15	03092015		$2,359.50

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
	Total for Check:		**101499**	**$2,359.50**
KLEIN,THORPE,JENKINS LTD				
189801	LEGAL FEES	174611/18		$16,678.40
	Total for Check:		**101500**	**$16,678.40**
KRESZ, SAMANTHA				
189754	KLM REFUND-EN150307	21912		$500.00
	Total for Check:		**101501**	**$500.00**
L3 COMMUNICATIONS				
189858	MOBILE VIDEO MGMT MAINTEN	0223063-IN		$4,255.40
189859	MOBILE VIDEO MGMT MAINTEN	00223064-IN		$3,800.00
	Total for Check:		**101502**	**$8,055.40**
LAJ CONSTRUCTION				
189748	CONT BD-12 SALT CREEK 315	22599		$4,000.00
	Total for Check:		**101503**	**$4,000.00**
LINDCO EQUIPMENT SALES IN				
189540	SCHMIDT PLOW PARTS	150329P		$1,926.98
189555	SCHMIDT PLOW PARTS	150407P		$569.74
189596	PLOW PARTS-UNIT 7	150429P		$24.41
	Total for Check:		**101504**	**$2,521.13**
MANDY PRINTING				
189924	EMBROIDERY	24894		$255.00
	Total for Check:		**101505**	**$255.00**
MANGANIELLO, JIM				
189789	METER READINGS	03312015		$1,400.00
	Total for Check:		**101506**	**$1,400.00**
MANKOFF INDUSTRIES				
189553	FUEL SYSTEM REPORTS	3594		$310.00
189851	1ST QTR FUEL TANK INSPECT	3639		$560.00
	Total for Check:		**101507**	**$870.00**
MATERIAL SERVICE CORP				
189786	STONE	5475150		$1,092.40
	Total for Check:		**101508**	**$1,092.40**
MCCANN INDUSTRIES, INC				
189539	BACKHOE SWITCH - UNIT 29	07187786		$43.05
	Total for Check:		**101509**	**$43.05**
MDG BUILDERS INC				
189741	ST MGMT BD-739 PHILLIPPA	21966		$3,000.00
189742	CONT BD-739 PHILLIPPA	21967		$10,000.00
	Total for Check:		**101510**	**$13,000.00**
MFMA				
189593	MEMBERSHIP	03132015		$30.00
	Total for Check:		**101511**	**$30.00**
MIKOLS CONSTRUCTION				
189750	STRMWTR BD-620 S THURLOW	21115		$6,821.00
	Total for Check:		**101512**	**$6,821.00**
MINER ELECTRONICS				
189913	PC DOCK REPAIR-UNIT 46	256669		$95.00
189914	TAIL LIGHT - UNIT 46	256702		$134.50

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
189575	PHYSICAL	1008726468		$112.00
189576	DRUG SCREENS	1008726468		$275.00
	Total for Check:		**101522**	**$387.00**
PB ELECTRONICS				
189622	RADIO REPAIR	128074		$280.50
	Total for Check:		**101523**	**$280.50**
PERSONNEL STRATEGIES LLC				
189804	PO CANDIDATE ASSESSMENTS	03222015		$2,600.00
	Total for Check:		**101524**	**$2,600.00**
PRAXAIR DISTRIBUTION, INC				
189523	POOL	51918020		$25.69
	Total for Check:		**101525**	**$25.69**
RAILROAD MANAGEMENT CO				
189594	LICENSE FEE #303275	317459		$160.78
189595	LICENSE FEE #303041	317393		$160.78
	Total for Check:		**101526**	**$321.56**
RAY OHERRON CO INC				
189531	UNIFORMS	1513831-IN		$59.90
189616	UNIFORMS	1514768-IN		$114.00
189717	UNIFORMS	1515089-IN		$23.94
	Total for Check:		**101527**	**$197.84**
RED WING SHOE STORE				
189569	STATION SHOES	450000008347		$269.98
	Total for Check:		**101528**	**$269.98**
REVIZE, LLC				
189861	WEBSITE DESIGN PH 1 & 2	3647		$9,300.00
189862	WEBSITE ANNUAL SUPPORT	3497		$2,900.00
	Total for Check:		**101529**	**$12,200.00**
ROMEOVILLE FIRE ACADEMY				
189570	LEADERSHIP COURSE	2015-090		$325.00
189734	TRAINING	2015-125		$325.00
	Total for Check:		**101530**	**$650.00**
RONI L SELTZBERG, MD				
189809	EVALUATION	312		$8,800.00
	Total for Check:		**101531**	**$8,800.00**
ROSEN MEDICAL GROUP				
189745	CONT BD-718 S ADAMS	21504		$1,000.00
	Total for Check:		**101532**	**$1,000.00**
RUBAN, STEVEN				
189925	STAFF & COMMAND REIMB	03132015		$84.17
189925	STAFF & COMMAND REIMB	03132015		$266.11
	Total for Check:		**101533**	**$350.28**
SERVICE FORMS & GRAPHICS				
189527	BUSINESS CARDS	151961		$43.82
189527	BUSINESS CARDS	151961		$43.82
189586	BUSINESS REPLY ENVELOPES	151990		$104.92
189586	BUSINESS REPLY ENVELOPES	151990		$104.92
189586	BUSINESS REPLY ENVELOPES	151990		$104.92

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
189915	RADAR REPAIR-UNIT 45	256701		$95.00
	Total for Check:		**101513**	**$324.50**
MORTON SALT INC				
189533	ROAD SALT	5400718573		$3,224.03
189534	ROAD SALT	5400720119		$4,895.59
	Total for Check:		**101514**	**$8,119.62**
MOTOROLA SOLUTIONS				
189571	STARCOM USE - 3/1-5/31/15	16317112614		$306.00
	Total for Check:		**101515**	**$306.00**
NAPA AUTO PARTS				
189546	BEARINGS - UNIT 99	360999		$50.60
189547	REAR SHOCKS - UNIT 99	361109		$90.76
189548	TOOLS	361187		$540.05
189549	AIR FILTER - UNIT 30	361479		$44.48
189550	RETURN FILTERS	361188		$129.10-
189550	RETURN FILTERS	361188		$129.09-
189550	RETURN FILTERS	361188		$86.06-
189550	RETURN FILTERS	361188		$81.04-
189550	RETURN FILTERS	361188		$114.76-
189843	BRAKE SHOES - UNIT 97	363393		$41.24
189844	BRAKE BOOSTER UNIT 10	361308		$670.68
189845	BRAKE SHOES - UNIT 10	361521		$78.42
189846	BRAKE HOSE - UNIT 10	361508		$22.47
189847	BULB HOSE - UNIT 10	361478		$19.80
189848	BRAKE LINE - UNIT 10	361687		$10.98
189849	BRAKE FLUID - UNIT 10	362122		$21.87
189850	CORE DEPOSIT CREDIT-#10	361576		$14.98-
	Total for Check:		**101516**	**$1,036.32**
NATIONAL TRUST FOR				
189820	ANNUAL DUES	01012015		$20.00
	Total for Check:		**101517**	**$20.00**
NEUCO INC				
189736	LINEBACKERS FOR PUMPS	1438248		$261.66
	Total for Check:		**101518**	**$261.66**
NFPA				
189568	MEMBERSHIP RENEWAL	6387754X		$165.00
	Total for Check:		**101519**	**$165.00**
NICOR GAS				
189583	YOUTH CENTER	90077900000		$320.70
189584	350 N VINE	13270110003		$439.67
189609	KLM	06677356575		$1,056.71
189610	5905 S COUNTY LINE	12952110000		$336.88
189611	ART CENTER	18117046476		$662.49
	Total for Check:		**101520**	**$2,816.45**
NORMANDY BUILDERS				
189743	CONT BD-733 S. MONROE	22105		$2,000.00
	Total for Check:		**101521**	**$2,000.00**
OCCUPATIONAL HEALTH CTR				

VOUCHER	VOUCHER DESCRIPTION		INVOICE NUMBER		AMOUNT PAID
189785	BUSINESS CARDS		152048		$45.38
189785	BUSINESS CARDS		152048		$45.37
		Total for Check:		**101534**	**$493.15**
SIEDLECKI, NANCY					
189755	KLM REFUND-EN150308		22214		$400.00
		Total for Check:		**101535**	**$400.00**
SKYHAWKS SPORT ACADEMY IN					
189827	GOLF CLASSES		17107		$1,041.00
		Total for Check:		**101536**	**$1,041.00**
SMITH & WARREN					
189554	SERGEANT BADGE		A469322		$100.41
		Total for Check:		**101537**	**$100.41**
SOUTHWEST CENTRAL DISPATC					
189715	DISPATCH SERVICES		10-1201-163		$23,548.14
189716	DISPATCH SERVICES		10-1201-166		$6,077.84
		Total for Check:		**101538**	**$29,625.98**
SPECIAL T UNLIMITED					
189855	UNIFORMS		14074		$1,543.00
		Total for Check:		**101539**	**$1,543.00**
STANGLE, GREGORY					
189746	CONT BD-222 E NINTH CT		21533		$4,750.00
		Total for Check:		**101540**	**$4,750.00**
STARFISH AQUATICS INSTITU					
189602	LIFEGUARD TRAINING		10896		$375.00
		Total for Check:		**101541**	**$375.00**
STEPHENS, KELLI					
189753	KLM REFUND-EN150314		22229		$500.00
		Total for Check:		**101542**	**$500.00**
SUBURBAN LABORATORIES, IN					
189600	WATER SAMPLES		120213		$415.00
		Total for Check:		**101543**	**$415.00**
SUTRON					
189927	TMOBILE GPRS PLAN-1 YR		ACR/10019197		$120.00
		Total for Check:		**101544**	**$120.00**
SWCD 911					
189781	911 SURCHARGE-FEB		20-4107-000		$2,808.00
		Total for Check:		**101545**	**$2,808.00**
THE KENNETH COMPANY					
189728	PIERCE PARK PLAYGROUND		4		$18,228.20
		Total for Check:		**101546**	**$18,228.20**
THE LAW OFFICES OF					
189618	LEGAL		H02182015		$100.00
189619	LEGAL		H03182015		$100.00
		Total for Check:		**101547**	**$200.00**
THIRD MILLENIUM					
189519	UTILITY BILLING		17929		$1,091.24
189918	VEHICLE STICKER MAINT FEE		17970		$995.00
		Total for Check:		**101548**	**$2,086.24**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
THOMPSON ELEVATOR INSPEC				
189787	INSPECTION	14-4521		$100.00
189788	INSPECTION	14-4202		$100.00
	Total for Check:		**101549**	**$200.00**
THOMSON REUTERS WEST				
189580	INFORMATION CHARGES-FEB	831367320		$187.00
	Total for Check:		**101550**	**$187.00**
TOTAL PARKING SOLUTIONS				
189536	RECEIPT PAPER	102930		$608.00
189537	ANNUAL MAINTENANCE	102911		$1,380.00
189538	WEST HINSDALE PARKING	102912		$960.00
	Total for Check:		**101551**	**$2,948.00**
TRAFFIC CONTROL & PROTECT				
189821	DEMOLITION SIGNS	82722		$525.00
189853	STREET SIGN RAIN CAPS	82721		$20.25
	Total for Check:		**101552**	**$545.25**
TRAFFIC CONTROL CORP				
189603	OPTICOM BOARD	82504		$45.20
189603	OPTICOM BOARD	82504		$45.20
189720	OPTICOM BOARD	82817		$830.00
189720	OPTICOM BOARD	82817		$830.00
189721	OPTICOM BOARD	82504		$830.40
189721	OPTICOM BOARD	82504		$0.40
189721	OPTICOM BOARD	82504		$275.00
189721	OPTICOM BOARD	82504		$275.00
189721	OPTICOM BOARD	82504		$830.40
189721	OPTICOM BOARD	82504		$0.40
189854	OPTICOM BOARD REPAIR	82960		$275.00
189854	OPTICOM BOARD REPAIR	82960		$275.00
	Total for Check:		**101553**	**$4,512.00**
TRANE				
189735	AIR FILTERS	10477253R1		$23.46
189735	AIR FILTERS	10477253R1		$23.46
	Total for Check:		**101554**	**$46.92**
TREASURER STATE OF ILLINO				
189612	RENEW CERTIFICATE	03172015		$10.00
	Total for Check:		**101555**	**$10.00**
TREE R US INC				
189784	TREE PRUNING	17076		$37,642.00
	Total for Check:		**101556**	**$37,642.00**
TYCO INTEGRATED SECURITY				
189726	VEECK/BURNS KEY FOB	23885164		$837.24
189727	KLM PADDLE KEY FOB	23885176		$597.35
	Total for Check:		**101557**	**$1,434.59**
VILLAGE OF HINSDALE-POLIC				
189587	PETTY CASH	03162015		$29.72
189587	PETTY CASH	03162015		$53.59
189587	PETTY CASH	03162015		$104.00

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
189587	PETTY CASH	03162015		$11.00
189587	PETTY CASH	03162015		$95.55
189587	PETTY CASH	03162015		$20.58
	Total for Check:		**101558**	**$314.44**
WAGEWORKS				
189799	FSA MONTLHLY ADMIN FEES	125AI0382293		$18.00
189799	FSA MONTLHLY ADMIN FEES	125AI0382293		$30.00
189799	FSA MONTLHLY ADMIN FEES	125AI0382293		$24.00
189799	FSA MONTLHLY ADMIN FEES	125AI0382293		$12.00
189799	FSA MONTLHLY ADMIN FEES	125AI0382293		$12.00
189799	FSA MONTLHLY ADMIN FEES	125AI0382293		$6.00
189799	FSA MONTLHLY ADMIN FEES	125AI0382293		$12.00
	Total for Check:		**101559**	**$114.00**
WAREHOUSE DIRECT INC				
189556	TONER	2627809-0		$114.51
189556	TONER	2627809-0		$237.30
189557	TONER	2628311-0		$151.32
189558	OFFICE SUPPLIES	2626382-0		$262.24
189559	OFFICE SUPPLIES	2626389-0		$54.54
189560	OFFICE SUPPLIES	2627228-0		$10.70
189561	OFFICE SUPPLIES	2626382-1		$24.19
189608	OFFICE SUPPLIES	2630755-0		$447.37
189614	OFFICE SUPPLIES	2634029-0		$32.17
189615	CALCULATORS	2634029-1		$25.56
189718	PAPER SUPPLIES	2636512-0		$228.47
189724	PAPER SUPPLIES	2627708-0		$73.36
189724	PAPER SUPPLIES	2627708-0		$549.42
189724	PAPER SUPPLIES	2627708-0		$202.92
189724	PAPER SUPPLIES	2627708-0		$85.70
189783	OFFICE SUPPLIES	2643101-0		$53.03
189807	PAPER SUPPLIES	2630320-0		$16.26
189807	PAPER SUPPLIES	2630320-0		$65.04
189807	PAPER SUPPLIES	2630320-0		$16.26
189808	PAPER SUPPLIES	C2627708-0		$16.26-
189808	PAPER SUPPLIES	C2627708-0		$65.04-
189808	PAPER SUPPLIES	C2627708-0		$16.26-
189832	OFFICE SUPPLIES	2646575-0		$209.78
189833	PAPER SUPPLIES	2647088-0		$129.14
189841	OFFICE SUPPLIES	2642672-0		$335.02
189842	OFFICE SUPPLIES	2644378-0		$82.98
	Total for Check:		**101560**	**$3,309.72**
WARREN OIL COMPANY				
189916	FUEL	I0899330		$19,363.64
	Total for Check:		**101561**	**$19,363.64**
WILLOWBROOK FORD INC				
189551	WHEEL ASSEMBLY-UNIT 11	5099589		$254.45
189552	WHEEL ASSEMBLY-UNIT 34	5099579		$632.43
	Total for Check:		**101562**	**$886.88**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
WODKA, MARK				
189624	BRIEFCASE	03192015		$59.00
	Total for Check:		**101563**	**$59.00**
XEROX BUSINESS SERVICES				
189733	ANNUAL MAINTENANCE	1136867		$1,290.00
	Total for Check:		**101564**	**$1,290.00**
ZEE MEDICAL				
189730	MEDICAL SUPPLIES	0100198637		$40.12
189730	MEDICAL SUPPLIES	0100198637		$26.00
	Total for Check:		**101565**	**$66.12**
ZEP SALES & SERVICE				
189739	DISPENSERS	9001519869		$158.53
	Total for Check:		**101566**	**$158.53**
ILCMA				
189836	SOCIAL MEDIA CONFERENCE	131		$55.00
	Total for Check:		**101567**	**$55.00**
ILCMA				
189837	PERF MEASUREMENT CONF	04162015		$70.00
	Total for Check:		**101568**	**$70.00**
			REPORT TOTAL	**$785,376.08**

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DATE: April 7, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Consent Agenda - ACA	**ORIGINATING DEPARTMENT** Administration
ITEM Approval of the Hinsdale Chamber of Commerce's 2015 Event Schedule, Display of Banners, Street Closures, and Customary In-kind Services	**APPROVAL** Timothy J. Scott, AICP, CNU-A Director of Economic Development & Urban Design

For the purposes of promoting its annual community events, the Hinsdale Chamber of Commerce has identified its 2015 Event Schedule as follows: At Home in Hinsdale Home Show (April 11th); Fine Arts Festival (June 13th and 14th), Uniquely Thursdays (from June 11th through August 13th), Farmer's Market (Monday's from June 1st through October 12th), Sidewalk Sale (July 10th and 11th), Garage Sale (September 19th), Fall Festival (October 17th), and Christmas Walk (December 4th).

Poster placement in the cabinets of the community information signs in Burlington Park two weeks prior and banner placement on streetlight pole banners three weeks leading up to these events will be considered by the Village Manager per the established administrative procedure. Beyond Burlington Park and the streetlight poles, the Chamber has requested that the following locations be approved for display of additional horizontally-oriented vinyl banners to promote these events: Ogden and York, 55th and County Line Road, 55th and Garfield, and at the Brush Hill (main) Metra train station.

Attached are letters outlining the Chamber of Commerce's various requests by event and detailing their 2015 Schedule of Events, as-needed street closures, and the in-kind services customary to these events (such as those provided by the Public Services Department and the Police Department). This lineup of events and supplemental support reflects the Chamber's requests of the past.

Prior to 2013, the Chamber requested financial support ($7,500) from the Economic Development Commission (EDC) for Uniquely Thursdays. Due to the continued success of this concert series, the Chamber did not seek financial support from the EDC/Village in 2013 and 2014 and is not again this year.

Should Village Trustees support the Hinsdale Chamber of Commerce's 2015 Schedule of Events, the display of banners in promotion of these community events, street closures as-needed, and the in-kind services customary to putting on these events, the following motion would be appropriate.

MOTION: **To Approve the Hinsdale Chamber of Commerce's 2015 Event Schedule, Display of Banners, Street Closures, and Customary In-kind Services**

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

COMMITTEE ACTION:

BOARD ACTION: At the March 17th meeting of the Village Board, Trustees recommended that the Chamber's request be sent to the next meeting's Consent Agenda.

Hinsdale
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CHAMBER of COMMERCE

Village of Hinsdale
Tom Cauley, Village President and Board of Trustees
19 E. Chicago Avenue
Hinsdale, IL 60521

February 18, 2015

Dear President Cauley and Board of Trustees,

The Hinsdale Chamber of Commerce would like to thank the Village Board and staff for your dedicated support of the Hinsdale business community. Everything from holiday lighting, seasonal plantings, and snow removal in the downtown area to the newly constructed planted masonry seat wall and illuminated community information signs in Burlington Park. The Chamber appreciates our partnership and the strong working relationship we have developed with the Village of Hinsdale in order to produce the annual special events occurring like the 42nd annual Fine Arts Festival, the 13th annual Uniquely Thursdays concert series, and the upcoming 50th annual Christmas Walk.

The Chamber also recognizes the Village's dedication to infrastructure repairs, improvements and maintenance necessary to enhance our lovely community. We are encouraged to see the progress made and admire your dedication in building a better future for Hinsdale. n the community.

As for the Chamber, we value all of your time, effort, and dedication given to Hinsdale.

Enclosed is a copy of the Chamber's proposed calendar for 2015 Special Events dates and individual event requests. The Chamber is requesting permission from the Village of Hinsdale to promote and conduct these annual events on the dates listed.

Thank you for your consideration,

Tom Piette, Chairman of the Board
Hinsdale Chamber of Commerce

cc: Kathleen Gargano; Village Manager
Chairman John Karstrand & Economic Development Commissioners

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CHAMBER *of* COMMERCE

Hinsdale Chamber of Commerce
2015 Schedule of Events

April 11 – ***AT HOME IN HINSDALE*** **HOME SHOW,** Saturday, The Community House, 10:00 a.m. – 3:00 p.m.

June 13 - 14 **HINSDALE FINE ARTS FESTIVAL,** Saturday and Sunday, in Burlington Park, 10:00 a.m. – 5:00 p.m. both days.

June 11 - August 13 **UNIQUELY THURSDAYS,** Thursday evenings, 6:00 – 9:00 p.m., in Burlington Park, located between Garfield and Washington Streets on Chicago Avenue. *(Pending approval)*

June 1 - October 12 **FARMER'S MARKET**, Mondays only, in Burlington Park, located between, Garfield and Washington Streets on Chicago Avenue. From 7:00 a.m. to 1:00 p.m. *(Pending approval)*

July 10 & 11 **SIDEWALK SALE,** Friday and Saturday, on sidewalks in front of participating businesses, from 9:00 a.m. to 5:00 p.m, both days.

September 19 **GARAGE SALE** – in the Public Works Garage. Friday after 5:00 p.m. for merchant preparation only; Saturday from 9:00 a.m. to 4:00 p.m. for the general public.

October 17 **HINSDALE FALL FESTIVAL** – Saturday in Burlington Park, 11:00 a.m. – 2:00 p.m.

December 4 **CHRISTMAS WALK** – Friday, from 4:00 p.m. to 8:00 p.m. in all business districts – downtown, Grant and Gateway Squares.

*events and/or scheduled dates subject to change upon approval of the Chamber Board of Directors.

BANNER DISPLAY REQUEST 2015

RE: Fine Arts Festival, Farmers Market, Merchant Sidewalk Sale, Uniquely Thursdays, Merchant Garage Sale, and Christmas Walk banners

This letter is to request banner location and installation in the Village of Hinsdale for the upcoming Chamber Special Events.

Requested horizontal banner placement for the following events:

Hinsdale Home Show to be placed Monday, March 30
Farmers Market to be placed Monday, May 18
Fine Arts Festival to be placed Friday May 29 to June 15
Uniquely Thursdays to be placed Thursday, May 28 (train depot is included for display)
Merchant Sidewalk Sale to be placed Friday, June 26 to July 13
Merchant Garage Sale to be placed Friday, September 4 to September 21
Christmas Walk to be placed Friday, November 20 to December 7
Storybook Banners to be placed Friday, November 20 to December 30

*Ogden and York

*Brush Hill Train Depot

*Burlington Park – NEW FORMAT

*Corner of 55th and Garfield

*55th and County Line Road

Additional request for vertical banner installation for the following events:

Hinsdale Home Show : Friday, March 20
Farmers Market: Monday, May 11
Fine Arts Festival: Friday, May 22 to June 15
Uniquely Thursdays: Thursday, May 21
Christmas Walk: Friday, November 20 to December 7
Storybook Banners to be placed Friday, November 20 to December 30 (special six week campaign)

We look forward to the Village's reply. Thank you for your time in advance.

Best Regards,

Jan Anderson
President & CEO,
Hinsdale Chamber of Commerce

HINSDALE
Fine Arts Festival

Hinsdale
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CHAMBER of COMMERCE

Village of Hinsdale Board of Trustees
Thomas Cauley, Jr.; Village President
19 E Chicago Ave
Hinsdale, IL 60521

Dear President Cauley and Board of Trustees,

The Hinsdale Chamber of Commerce has begun work on the 42ND Annual Hinsdale Fine Arts Festival scheduled for Saturday and Sunday, June 13th & 14th, 2015. The Fine Arts Festival Committee wishes to make the annual request for permission from the Village of Hinsdale to close the portion of Chicago Avenue between Garfield Street and Washington Street beginning Friday, June 12th at 9:00 a.m. until Sunday, June 14th at 6:00 p.m.

Traditionally, the committee's additional requests of the Village are as follows:

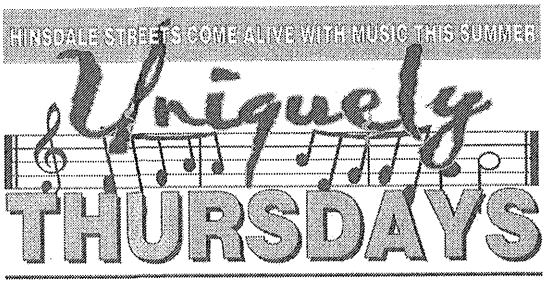
- Allow the Hinsdale Memorial Building restrooms to remain open to the public for the duration of the festival.
- Provide twelve additional trash receptacles within the festival area, to be emptied periodically throughout Saturday and Sunday.
- Provide ten tables and eight chairs for the information booth.
- Provide a hose hook-up for the lemonade stand.
- Schedule grass to be cut and park marked one day prior to event set-up and remove corner banner posts.
- Permission to post promotional banners two weeks prior to the festival as requested.
- Permission to display ten (10) vertical banners on village lampposts for a maximum of three (3) weeks as requested.
- Provide a uniformed community service officer on site for both days of the event.
- Allow the participants to begin their set up process after 9:00 a.m. on Friday morning. A security guard will be provided by the Hinsdale Fine Arts Festival committee, to be present in the park in the overnight hours on Friday and Saturday evenings as an additional safety measure to the artist's equipment & materials.
- Permission to allow artists traveling with large trailers or mobile homes to park in the Public Services Garage lot overnight.
- The Hinsdale Chamber of Commerce respects and appreciates all of the support and special efforts made by the Village staff in order to promote and execute an event such as this. We are truly grateful for your consideration of these issues. You may direct any further questions to the Hinsdale Chamber of Commerce 323-3952, Thank You.

Respectfully Submitted,

Jan Anderson; Hinsdale Chamber of Commerce

Cc: Kathleen Gargano; Village Manager
John Karstrand; Economic Development Chairman

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CHAMBER of COMMERCE



UNIQUELY THURSDAYS

Village of Hinsdale Board of Trustees
Thomas Cauley, Jr.; Village President
19 E Chicago Avenue
Hinsdale, IL 60521

Dear President Cauley and Board of Trustees,

The Hinsdale Chamber of Commerce is planning to conduct *Uniquely Thursdays* for ten weeks. Celebrating our 13th season, the *Uniquely Thursdays* event continues to grow and successfully brings visitors and residents to Hinsdale. *Uniquely Thursdays* has become an established favorite and very popular event the community thoroughly enjoys and supports! The Chamber is requesting the following:

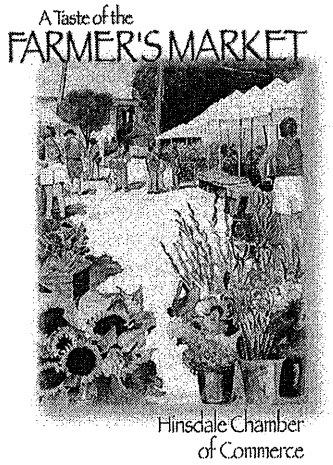
- *Uniquely Thursdays* event to be located in Burlington Park and is asking the Village's permission to close Chicago Avenue between Garfield Street and Washington Street each Thursday evening between 4:00 p.m. to 10:00 p.m. starting on June 11th through August 13th.
- Support of the Public Services Department, (which has proven to be a tremendous help,) the Chamber requests additional assistance from the Village of Hinsdale for the physical set-up/break down of the event equipment; tables, tent, pop-up canopies, garbage cans, ice for beer & wine products, coolers, signage and electrical & water hook-ups.
- The Chamber request assistance from the Hinsdale Police Department for the control of liquor on the premises (not sold at the event) and the assistance to prohibit outside solicitation, on event nights (10 Thursdays throughout the summer.)
- Allow the Hinsdale Memorial Building restrooms to remain open to the public for the ten week event of each Thursday evening.

If you have any questions, please do not hesitate to contact me at the Chamber Office (630) 323-3952. I thank you for your time in advance.

Best Regards,

Jan Anderson
President & CEO
Hinsdale Chamber of Commerce

CC: Kathleen Gargano; Village Manager



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CHAMBER of COMMERCE

FARMERS MARKET

Village of Hinsdale Board of Trustees
Thomas Cauley, Jr.; Village President
19 E Chicago Avenue
Hinsdale, IL 60521

Dear President Cauley and Board of Trustees,

The Hinsdale Chamber of Commerce Farmers Market season will get underway on Monday, June 1, 2015 and run through October 12, 2015. The Burlington Park location provides much improved visibility for the market and it continues to grow in popularity.

The Committee wishes to request permission from the Village of Hinsdale for the following items:

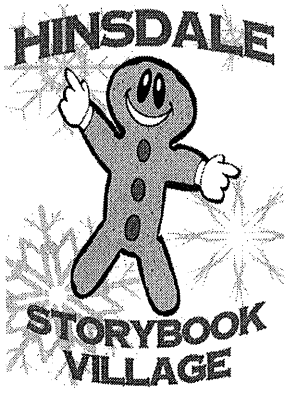
- Close a portion of Chicago Avenue between Garfield Street and Washington Street from 6:30 a.m. to 2:00 p.m. on a weekly basis for the duration of the event. The time requested would allow the farmers/vendors time to setup/take down and clean up safely.
- Permission to mark the pavement for the farmer/vendor booth space locations.
- Provide a policeman or community service officer to assist in the opening and closing of Chicago Avenue.
- Post promotional vertical banners three weeks prior and horizontal banners two weeks prior to the Farmers Market opening day as requested.

The Hinsdale Chamber of Commerce appreciates and respects the continued support and special efforts made by the Village staff for the execution and assistance of Chamber events. Further questions may be directed to the Hinsdale Chamber of Commerce 630-323-3952.

Respectfully Submitted,

Jan Anderson; Hinsdale Chamber of Commerce

Cc: Kathleen Gargano; Village Manager



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CHAMBER of COMMERCE

Village of Hinsdale
Village President; Tom Cauley and Board of Trustees
19 E Chicago Avenue
Hinsdale, IL 60521

Dear President Cauley and Village Board of Trustees,

The Hinsdale Chamber of Commerce is working diligently planning this year's festivities. Here is an overview of the activities we have developed.

The 50th Annual Hinsdale Christmas Walk is scheduled for Friday, December 4th, 2015. As always, the traditional activities will include a tree lighting ceremony, carolers, Santa, and other costumed characters, merchants thanking their valued customers with goodies and treats during extended shopping hours, ice carvers, food vendors, and more.

Once again, *Hinsdale's Storybook Village: A Gingerbread's Tale* will revolve around "Cookie" the Gingerbread Man and his friends featuring their adventures in participating local businesses. Storybooks will be on display in storefront windows for the entire holiday season. Also, Santa will be visiting with the children every Saturday in the Gingerbread House and children may deliver their letters to Santa at the North Pole Post Office. The Chamber is requesting the North Pole Post Office and the Gingerbread Santa House to be placed on display in Burlington Park for holiday season.

The Chamber will be responsible for hosting visits with Santa each weekend between Thanksgiving and Christmas. Santa will be on site in the Gingerbread House between the hours of 11:00 a.m. to 3:00 p.m. on Saturdays.

Promotional advertising for the event may include radio advertising, lamppost banners, street banners, posters, newsprint advertising, social media advertising, and coordinating maps & fliers related to the storybook campaign.

In support of the holiday festivities the Chamber would like to request the following items from the Village:

- Placement of Gingerbread Santa house, North Pole Post Office, and the Gingerbread Man forms in Burlington Park. Installation complete by Friday, December 4, 2015.

- Request storing Gingerbread Santa house and North Pole Post Office near public service garage off season while not on display.

- Police security in and around town on December 4, 2015 with continued security for prevention of vandalism of Santa house and Post Office throughout the season.

  Public Services support in working with the Chamber on Christmas Walk set up (i.e.) barricades at street closures. Please note: the Chamber would like to be able to close Washington Street (between Hinsdale Avenue & First Street) on Friday, December 4th between the hours of 3:00 p.m. and 8:30 p.m.

- **Public Services and Hinsdale Police Department support in closing a portion of First Street (east of Washington Street up to the first alley-way located on the north side of First Street) on Friday, December 4th between the hours of 3:00 p.m. and 8:30 p.m. to accommodate the delivery, setup and operation of the children's train-ride attraction.**

- Hinsdale Fire Department to provide a fire truck escort for Santa to arrive at Village Hall for the tree lighting ceremony at 5:00 p.m.

Banner placement (as requested) to be displayed at (for two weeks):

- County Line Road & 55th Street
- Northeast corner of 55th Street & Garfield Street
- Burlington Park (Chicago Avenue & Garfield Street)
- Brush Hill train station
- Shell Food Mart

Lamppost Banner placement (as requested) to be displayed (for six weeks) on designated lampposts.

We thank you for your time and consideration of this Holiday proposal. As always, we appreciate and look forward to the continued support of the Hinsdale Chamber of Commerce by the Village, its Officials and Staff.

Best regards,

Jan Anderson
Hinsdale Chamber of Commerce

CC: Kathleen Gargano; Village Manager

8c

DATE: April 7, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Consent Agenda - EPS	**ORIGINATING DEPARTMENT** Public Services
ITEM 50/50 SIDEWALK PROGRAM	**APPROVAL** Dan Deeter, PE Village Engineer

Annually, the Village budgets $85,000 of our $415,000 annual MFT fund allocation for the 50/50 Sidewalk Program. The Village established a 50/50 Sidewalk Program to help keep the existing sidewalk network functioning safely. This is an annual program that involves resident input and cost sharing between the resident and Village for replacement of dangerous sidewalk squares. For a sidewalk square to qualify for cost sharing replacement it must present a trip hazard of at least ½". Sidewalk squares displaced by parkway trees are replaced at Village expense. Residents may request additional sidewalk replacement, but if it does not meet the hazard criteria the resident must cover 100% of the cost. 50/50 sidewalk notices to residents are sent in mid-March. The deadline for responses to the Engineering Department is in mid-April. Past 50/50 sidewalk expenditures are shown below:

- 2014 $47,746 to date (project to be completed in 2015)
- 2013 $68,685
- 2012 $73,325
- 2011 $63,622
- 2010 $64,252
- 2009 $63,489
- 2008 $58,541

At the 03/17/15 Board of Trustees meeting, the Board of Trustees directed that the 50/50 cost sharing will be expanded to include other sidewalk locations requested by residents that pose a walking hazard. Priority will be given to the ½" trip hazard locations. The Village engineer will determine the priority for the remaining requests not to exceed the $85,000.

Attached is a resolution appropriating the budgeted $85,000 for the Annual 50/50 Sidewalk Program for the repair of existing sidewalks. Notices to the residents will be mailed in March 2015 with a response date of 04/16/15. We anticipate contract bid opening in mid-May. Sidewalk replacement will then begin mid-June and will be completed by late July 2015.

Motion: To Approve A Resolution for Maintenance of Streets and Highways by Municipalities under the Illinois Highway Code.

STAFF APPROVALS

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

COMMITTEE ACTION:

BOARD ACTION: At the March 17, 2015 Board of Trustees meeting, the Board approved the item to be moved to the consent agenda.

Illinois Department of Transportation

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code

BE IT RESOLVED, by the President and Board of Trustees (Council or President and Board of Trustees) of the Village (City, Town or Village) of Hinsdale (Name), Illinois, that there is hereby appropriated the sum of $85,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2015 (Date) to December 31, 2015 (Date).

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at District 1, Shaumburg, Illinois.

I, Chris Bruton Clerk in and for the Village (City, Town or Village)

of Hinsdale, County of Cook & Du Page

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the President and Board of Trustees (Council or President and Board of Trustees) at a meeting on _____ Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____.

(SEAL) _____ _____ Clerk
(City, Town or Village)

Approved

_____
Regional Engineer
Department of Transportation

_____
Date

Illinois Department of Transportation

Municipal Estimate of Maintenance Costs

Local Public Agency: Village of Hinsdale
County: Cook/Du Page

Maintenance Period 1/1/2015 to 12/31/2015 Section Number: 15-00000-01-GM

Estimated Cost of Maintenance Operations

Maintenance Operation (No. Description)	Maint. Group	Insp. Req.	For Group I, IIA, IIB, or III					Est Total Operation Cost
			Item	Unit	Quantity	Unit Price	Item Cost	
1. Sidewalk Maint.	IV						-	$84,471
(15-00000-01-GM)							-	
							-	
							-	

RETURN WITH BID

Illinois Department of Transportation

Local Public Agency Formal Contract Proposal

PROPOSAL SUBMITTED BY		
Contractor's Name		
Street		P.O. Box
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Cook/DuPage

Village of Hinsdale

(Name of City, Village, Town or Road District)

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. 50/50 Sidewalk Project

SECTION NO. 15-00000-01-GM

TYPES OF FUNDS MFT and Village of Hinsdale

☒ SPECIFICATIONS (required) ☐ PLANS (required)

For Municipal Projects

Submitted/Approved/Passed

☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

Date

Department of Transportation

☐ Released for bid based on limited review

Regional Engineer

Date

For County and Road District Projects

Submitted/Approved

Highway Commissioner

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

REGISTERED PROFESSIONAL ENGINEER
DANIEL M. DEETER
062-52310
STATE OF ILLINOIS

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

9a

DATE: April 7, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER ZPS-Second Reading	ORIGINATING DEPARTMENT Community Development
ITEM Request for Variation – 312 Phillippa	APPROVAL

Attached are the Findings and Recommendations from the Zoning Board of Appeals (ZBA) for the property located at 312 Phillippa Street.

The ZBA does not have the authority to waive the provision set forth in the section listed below, but after public hearing and deliberation made a recommendation for approval to the Board of Trustees. The ZBA must recommend to the Board of Trustees with a positive recommendation supported by four or more affirmative votes, all necessary Zoning Variations as they relate to the proposed improvements. In these cases, an approval by the Board of Trustees is the final step in the process.

The request was heard and acted on by the ZBA on January 22, 2015, with the following results:

Request for relief from the Maximum Building Coverage requirement set forth in Section 3-110F(1) in order to construct a detached two-car garage. (APPROVED 5-0).

If the Board finds that this request is justified, the following motion would be appropriate:

MOTION:
To recommend to the Board of Trustees approval of an "Ordinance Approving a Building Coverage Variation for the Single Family Residence Located in the R-4 Single Family Zoning District at 312 Phillippa- Case Number V-09-14."

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL

COMMITTEE ACTION:

BOARD ACTION: This item was discussed on a First Reading at the March 17, 2015 Village Board of Trustees meeting. It was recommended that the item move on to the April 7, 2015 BOT meeting for a Second Reading and approval.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A BUILDING COVERAGE VARIATION FOR PROPERTY LOCATED IN THE R-4 SINGLE-FAMILY ZONING DISTRICT AT 312 PHILLIPPA STREET - CASE NUMBER V-09-14

WHEREAS, the Village of Hinsdale received an application (the "Application") requesting a three hundred thirty three (333) square foot variation from the building coverage requirements set forth in Section 3-110F of the Hinsdale Zoning Ordinance ("Zoning Ordinance") in order to allow for the construction of a detached two-car garage. The residence is located at 312 Phillippa Street, Hinsdale, Illinois (the "Subject Property"), and the Application was filed by Amy Duong Kim, as Trustee (the "Applicant"). 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 Zoning Board of Appeals of the Village, and has been processed in accordance with the Zoning Ordinance, as amended; and

WHEREAS, the Subject Property is located in the Village's R-4 Single-Family Zoning District and is currently improved with a single-family home. The Applicant is proposing to construct a detached garage in order to facilitate enclosed storage for two (2) vehicles and the variation is necessary in order for the construction to occur; and

WHEREAS, on January 22, 2015, the Zoning Board of Appeals of the Village of Hinsdale held a public hearing pursuant to notice given in accordance with State law and the Zoning Ordinance, relative to the variation request; and

WHEREAS, the Zoning Board of Appeals, after considering all of the testimony and evidence presented at the public hearing, recommended approval of the requested variation on a vote of five (5) in favor, none opposed and two (2) absent; and

WHEREAS, the Zoning Board of Appeals has filed its report of Findings and Recommendation regarding the variation in Case Number V-06-13 with the President and Board of Trustees, a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale have reviewed and duly considered the Findings and Recommendation of the Zoning Board of Appeals, and all of the materials, facts, and circumstances related to the Application; and

WHEREAS, the President and Board of Trustees find that the Application satisfies the standards established in Sections 11-503 of the Hinsdale Zoning Ordinance governing variations.

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: Adoption of Findings and Recommendation. The President and Board of Trustees of the Village of Hinsdale approve and adopt the findings and recommendation of the Zoning Board of Appeals, a copy of which is attached hereto as **Exhibit B** and made a part hereof, and incorporate such findings and recommendation herein by reference as if fully set forth herein.

SECTION 3: Variation. The President and Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Subsection 11-503(A) of the Hinsdale Zoning Ordinance, grant a variation to the following Section of the Zoning Ordinance:

- 3-110(F), to allow the total amount of building coverage on the Subject Property to exceed by three hundred and thirty three (333) square feet the maximum allowed for a property in the R-4 Single-Family Zoning District in order to allow the construction of a two-car detached garage at the Subject Property commonly known as 312 Phillippa Street and legally described in **Exhibit A** attached hereto and made a part hereof.

SECTION 4: Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance, and 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 pamphlet form in the manner provided by law.

PASSED this _____ day of _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____ 2015 and attested by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

EXHIBIT A

LEGAL DESCRIPTION

LOT 18 IN BLOCK 30 IN THE SUBDIVISION OF THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD (EXCEPT THE NORTH 241.55 FEET) IN COOK COUNTY, ILLINOIS

Commonly Known As: 312 Phillippa Street, Hinsdale, Illinois.

PIN: 18-06-308-016-0000

EXHIBIT B

FINDINGS OF FACT
(ATTACHED)

Hinsdale Zoning Code had been met and recommended approval.

A motion to recommend approval was made by Member Podliska and seconded by Member Moberly.

AYES: Members, Moberly, Giltner, Engel, Podliska, and Chairman Neiman

NAYS: None

ABSTAIN: None

ABSENT: Members Connelly, Biggert

THE HINSDALE ZONING BOARD OF APPEALS

Chairman Robert Neiman

Filed this 19th day of February, 2015, with the office of the Building Commissioner.

FINAL DECISION

VILLAGE OF HINSDALE
ZONING BOARD OF APPEALS
PETITION FOR VARIATION

Zoning Calendar: V-09-14

Petitioner: Amy Duong Kim

Meeting held: Public Hearing was held on Thursday January 22, 2014 at 6:30 p.m. in Memorial Hall, in the Memorial Building, 19 East Chicago Avenue, Hinsdale, Illinois, pursuant to a notice published in The Hinsdalean on November 27, 2014.

Premises Affected: Subject Property is commonly known as 312 Phillippa Street, Hinsdale, Illinois and is legally described as:

LOT 18 IN BLOCK 3 IN THE SUBDIVSION OF THAT PART OF THE WEST ½ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, BURLINGTON AND QUICNY RAILROAD, (EXCEPT THE NORTH 241.58 FEET) IN COOK COUNTY ILLINOIS

Subject: In this application for variation, the applicant requests relief from the maximum building coverage requirement set forth in section 3-110(F) for the construction of a detached two car garage. The request is for 224 square feet of relief.

Facts: This property is located in the R-4 Residential District in the Village of Hinsdale and is located on the west side of Phillippa Street between Ravine and Hickory. The property has a frontage of approximately 51', a depth of approximately 131.75', and a total square footage of approximately 6,725. The maximum allowable FAR is 2,800 square feet; the maximum allowable building coverage is 25% or approximately 1,681 square feet, and the total allowable lot coverage is 60% or approximately 4,035 square feet.

This request will move on to the Board of Trustees as a recommendation as the Zoning Board of Appeals does not have final authority on this request per 11-503E.

Action of the Board: Members discussed the request and agreed that the standards for variation set forth in 11-503 (F) of the

Zoning Calendar No. V-09-14

VILLAGE OF HINSDALE

APPLICATION FOR VARIATION

COMPLETE APPLICATION CONSISTS OF TEN (10) COPIES
(All materials to be collated)

FILING FEES: RESIDENTIAL VARIATION $850.00

NAME OF APPLICANT(S): Amy Duong Kim

ADDRESS OF SUBJECT PROPERTY: 312 Phillippa St

TELEPHONE NUMBER(S): 773 295 4387

If Applicant is not property owner, Applicant's relationship to property owner.

DATE OF APPLICATION: 12/10/14

RECEIVED
CB 12/10/14

SECTION I

Please complete the following:

1. Owner. Name, address, and telephone number of owner: Amy Duong, as trustee
   312 Phillippa St, Hinsdale IL 773 295 4387

2. Trustee Disclosure. In the case of a land trust the name, address, and telephone number of all trustees and beneficiaries of the trust: same

3. Applicant. Name, address, and telephone number of applicant, if different from owner, and applicant's interest in the subject property: same

4. Subject Property. Address and legal description of the subject property: (Use separate sheet for legal description if necessary.) 312 Phillippa
   see attached legal

5. Consultants. Name and address of each professional consultant advising applicant with respect to this application:

   a. Attorney: Matthew M Klein 322 W Burlington LaGrange IL 708 354 8840
   630 533 3290 Cell mmk131@aol.com

   b. Engineer:

   c.

   d.

6. Village Personnel. Name and address of any officer or employee of the Village with an interest in the Owner, the Applicant, or the Subject Property, and the nature and extent of that interest:

a. none

b. _____

7. **Neighboring Owners. Submit with this application a list showing the name and address of each owner of (1) property within 250 lineal feet in all directions from the subject property; and (2) property located on the same frontage or frontages as the front lot line or corner side lot line of the subject property or on a frontage directly opposite any such frontage or on a frontage immediately adjoining or across an alley from any such frontage.**

After the Village has prepared the legal notice, the applicant/agent must mail by certified mail, "return receipt requested" to each property owner/ occupant. The applicant/agent must then fill out, sign, and notarize the "Certification of Proper Notice" form, returning that form and all certified mail receipts to the Village.

8. Survey. Submit with this application a recent survey, certified by a registered land surveyor, showing existing lot lines and dimensions, as well as all easements, all public and private rights-of-way, and all streets across and adjacent to the Subject Property.

9. Existing Zoning. Submit with this application a description or graphic representation of the existing zoning classification, use, and development of the Subject Property, and the adjacent area for at least 250 feet in all directions from the Subject Property.

10. Conformity. Submit with this application a statement concerning the conformity or lack of conformity of the approval being requested to the Village Official Comprehensive Plan and the Official Map. Where the approval being requested does not conform to the Official Comprehensive Plan or the Official Map, the statement should set forth the reasons justifying the approval despite such lack of conformity.

11. Zoning Standards. Submit with this application a statement specifically addressing the manner in which it is proposed to satisfy each standard that the Zoning Ordinance establishes as a condition of, or in connection with, the approval being sought.

12. Successive Application. In the case of any application being filed less than two years after the denial of an application seeking essentially the same relief, submit with this application a statement as required by Sections 11-501 and 11-601 of the Hinsdale Zoning Code.

SECTION II

When applying for a variation from the provisions of the Zoning Ordinance, you must provide the data and information required above, and in addition, the following:

1. Title. Evidence of title or other interest you have in the Subject Project, date of acquisition of such interest, and the specific nature of such interest.

2. Ordinance Provision. The specific provisions of the Zoning Ordinance from which a variation is sought:

   3-110 (F) Maximum Building Coverage

3. Variation Sought. The precise variation being sought, the purpose therefor, and the specific feature or features of the proposed use, construction, or development that require a variation: (Attach separate sheet if additional space is needed.)

   Allow variation in Maximum Building Coverage to allow a two car detached garage .

4. Minimum Variation. A statement of the minimum variation of the provisions of the Zoning Ordinance that would be necessary to permit the proposed use, construction, or development: (Attach separate sheet if additional space is needed.)

   This variation is the minimum variation allowing enclosed garage space for two cars.

5. Standards for Variation. A statement of the characteristics of Subject Property that prevent compliance with the provisions of the Zoning Ordinance and the specific facts you believe support the grant of the required variation. In addition to your general explanation, you must specifically address the following requirements for the grant of a variation:

(4) Would unduly increase the danger of flood or fire; or

(5) Would unduly tax public utilities and facilities in the area; or

(6) Would endanger the public health or safety.

(g) No Other Remedy. There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the Subject Project.
(Attach separate sheet if additional space is needed.)

There is no other relief allowing two enclosed garage spaces.

SECTION III

In addition to the data and information required pursuant to any application as herein set forth, every Applicant shall submit such other and additional data, information, or documentation as the Village Manager or any Board of Commission before which its application is pending may deem necessary or appropriate to a full and proper consideration and disposition of the particular application.

1. A copy of preliminary architectural and/or surveyor plans showing the floor plans, exterior elevations, and site plan needs to be submitted with each copy of the zoning petitions for the improvements.

2. The architect or land surveyor needs to provide zoning information concerning the existing zoning; for example, building coverage, distance to property lines, and floor area ratio calculations and data on the plans or supplemental documents for the proposed improvements.

(a) Unique Physical Condition. The Subject Property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use, structure of sign, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the Subject Property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current lot owner.

(b) Not Self-Created. The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the Subject Property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this Code, for which no compensation was paid.

(c) Denied Substantial Rights. The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the Subject Property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

(d) Not Merely Special Privilege. The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.

(e) Code and Plan Purposes. The variation would not result in a use or development of the Subject Property that would not be in harmony with the general and specific purposes for which this Code and the provision from which a variation is sought were enacted or the general purpose and intent of the Official Comprehensive Plan.

(f) Essential Character of the Area. The variation would not result in a use or development of the Subject Property that:

(1) Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use development, or value of property of improvements permitted in the vicinity; or

(2) Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or

(3) Would substantially increase congestion in the public streets due to traffic or parking; or

SECTION IV

1. Application Fee and Escrow. Every application must be accompanied by a non-refundable application fee of $250.00 plus an additional $600.00 initial escrow amount. The applicant must also pay the costs of the court reporter's transcription fees and legal notices for the variation request. A separate invoice will be sent if these expenses are not covered by the escrow that was paid with the original application fees.

2. Additional Escrow Requests. Should the Village Manager at any time determine that the escrow account established in connection with any application is, or is likely to become, insufficient to pay the actual costs of processing such application, the Village Manager shall inform the Applicant of that fact and demand an additional deposit in an amount deemed by him to be sufficient to cover foreseeable additional costs. Unless and until such additional amount is deposited by the Applicant, the Village Manager may direct that processing of the application shall be suspended or terminated.

3. Establishment of Lien. The owner of the Subject Property, and if different, the Applicant, are jointly and severally liable for the payment of the application fee. By signing the applicant, the owner has agreed to pay said fee, and to consent to the filing and foreclosure of a lien against the Subject Property for the fee plus costs of collection, if the account is not settled within 30 days after the mailing of a demand for payment.

SECTION V

The owner states that he/she consents to the filing of this application and that all information contained herein is true and correct to the best of his/her knowledge.

Name of Owner: Amy Duong Kim, as trustee

Signature of Owner: _____

Name of Applicant: Amy Duong Kim

Signature of Applicant: _____

Date: _____

Amy Duong Kim
312 Phillippa

Section I

8. Survey. Survey is enclosed.

9. Existing Zoning. The surrounding area is zoned R-4 and developed with single family homes. Few lots with in the surrounding area conform to the R-4 district requirements. See map segment attached.

10. Conformity. The proposed variation is in conformity with the Comprehensive Plan and Map. The Kim's lots is a "Legal non-conforming lot of record", as are many nearby lots. The request for will allow a single usable two (2) car garage, the minimum amount of garage space to be in conformity with the Plan and Map, and avoid continuous out-door auto parking of a second household auto.

11. Zoning Standards. See response to Section II, 5.

12. Successive Application. This is not a successive application.

Section II

1. Title . Title attached.

5. Standards for Variation

a) Unique Physical Condition

The lot is a Legal Non-Conforming Lot of Record, and the home is a pre-code structure. The proposed garage would conform with FAR requirements, promoting detached garages by excluding up to 250 square feet from calculation, but requires a variation in Building Coverage to allow the same garage.

b) Not Self Created.

The lot and home were established prior to the existing ownership, and prior to the current zoning.

c) Denied Substantial Rights.

The several changes to FAR and Building coverage requirements of the Code, as well as the requirements as to Legal Non-Conforming Lots of Record, and Pre-Code structures, preclude the Kims from constructing a modest two car garage, a accessory use that is a practical necessity for a quality single family home.

Amy Duong Kim
312 Phillippa

d) Not Merely Special Privilege.

No special privilege is requested. All the Kim's request is to be allowed to replace their one car garage with a modest two car garage.

e) Code and Plan Purpose

The proposed variation will further the maintenance of a single family residential scale and character of development, and allow maintenance of the existing single family home with a usable two car garage.

f) Essential Character of the Area.

There would be no change in the essential character of the area..

g) No Other Remedy

No other options are available to allow the Kims to replace their obsolete one car garage with a usable two car garage.

• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

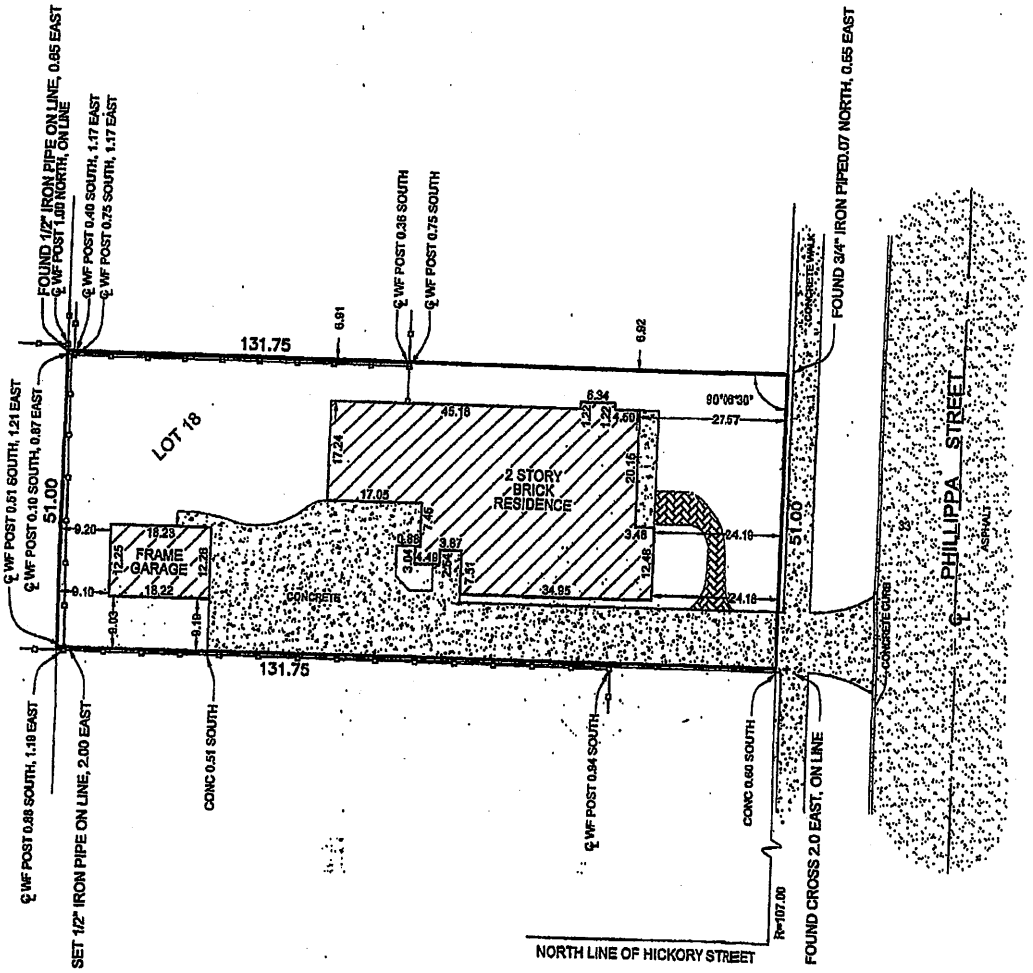
SCHOMIG LAND SURVEYORS, LTD.

PLAT OF SURVEY

909 EAST 31ST. STREET
LA GRANGE PARK, ILLINOIS 60526
SCHOMIG-SURVEY@SBCGLOBAL.NET
WWW.LAND-SURVEY-NOW.COM
PHONE: 708-352-1452
FAX: 708-352-1454

LOT 18 IN BLOCK 3 IN THE SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, (EXCEPT THE NORTH 241.58 FEET) IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 312 PHILLIPPA STREET, HINSDALE.



THE CUSTOMER LISTED BELOW PROVIDED THE LEGAL DESCRIPTION SHOWN HEREON. WE DO NOT GUARANTEE THAT THIS IS THE CORRECT LEGAL DESCRIPTION FOR THE TRANSACTION INTENDED.

IMPORTANT: COMPARE LEGAL DESCRIPTION TO DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY FOR CLARIFICATION OR CORRECTION IMMEDIATELY. UNLESS OTHERWISE NOTED, THIS PLAT DOES NOT SHOW BUILDING LINES OR OTHER RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES.

DO NOT SCALE DIMENSIONS FROM THIS PLAT; THE LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN WITHOUT THE WRITTEN PERMISSION OF SCHOMIG LAND SURVEYORS LTD. ONLY PLATS WITH AN EMBOSSED SEAL ARE OFFICIAL DOCUMENTS. FIELD WORK WAS COMPLETED PER SURVEY DATE LISTED BELOW. © COPYRIGHT. ALL RIGHTS RESERVED.

SURVEY DATE: APRIL 21ST, 2014.

BUILDING LOCATED: APRIL 21ST, 2014.

ORDERED BY: TODD S. VIDEBECK

PLAT NUMBER: 91CC27 & 140904 SCALE: 1" = 20'

LEGEND

M.	= MEASURED DIMENSION	℄	= CENTER LINE
R.	= RECORDED DIMENSION	C.L.F.	= CHAIN LINK FENCE
B.L.	= BUILDING LINE	W.F.	= WOOD FENCE
P.U.E.	= PUBLIC UTILITY EASEMENT	V.F.	= VINYL FENCE
D.E.	= DRAINAGE EASEMENT	I.F.	= IRON FENCE

STATE OF ILLINOIS } ss.
COUNTY OF COOK }

LOT AREA: 6,725 SQUARE FEET.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

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

SCHOMIG LAND SURVEYORS DESIGN FIRM 909 E. 31st ST. LA GRANGE PARK, IL. 60526 RUSSELL W. SCHOMIG 035-002446 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS

BY: Russell W Schomig
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446

LICENSE EXPIRATION 11-30-2014

3/5

2014-03039

WARRANTY DEED IN TRUST
ILLINOIS STATUTORY
TRUSTEE'S DEED

Doc#: 1420549015 Fee: $40.00
RHSP Fee:$9.00 RPRF Fee: $1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 07/24/2014 10:13 AM Pg: 1 of 2

After Recording Mail to:
Mr. Andrew Lofthouse, Esq.
420 Renaissance Dr., Suite 213
Park Ridge, IL 60068

Name and Address of Taxpayer:
Ms. Amy ~~Doung~~ Duong
312 Phillippa St.
Hinsdale, IL 60521

THE GRANTOR, Sheri A. Malec, as Trustee of The Sheri A. Malec Declaration of Trust dated the 24th day of February, 2006, of the Village of Hinsdale, County of Cook, State of Illinois, for and in consideration of Ten and no/100 Dollars ($10.00) and other good and valuable consideration in hand paid, CONVEYS AND WARRANTS to Amy Hue Duong, as Trustee of the Amy Hue Duong Living Trust dated November 8, 2013, of 1704 S. Morgan St., Unit 3, Chicago, IL 60608, all interest in the following Real Estate, situated in the County of DuPage, State of Illinois, to wit:

PREMIER TITLE

LOT 18 IN BLOCK 3 IN THE SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, (EXCEPT THE NORTH 241.56 FEET) IN COOK COUNTY, ILLINOIS.

SUBJECT TO: general real estate taxes for the year 2014 not due and payable as of the date of this deed, covenants, conditions and restrictions of record, building lines and easements, if any, so long as they do not interfere with the current use and enjoyment of the real estate,

Hereby releasing and waiving all rights under and by virtue of Homestead Exemption Laws of the State of Illinois.

TO HAVE AND TO HOLD SAID PREMISES FOREVER.

Permanent Index Number: 18-06-308-016-0000
Address of Real Estate: 312 Phillippa St.
Hinsdale, IL 60521

STATE OF ILLINOIS
STATE TAX
JUL.23.14
REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE
0000004663
REAL ESTATE TRANSFER TAX
0060850
FP 103043

COOK COUNTY
REAL ESTATE TRANSACTION TAX
COUNTY TAX
JUL.23.14
REVENUE STAMP
0000004664
REAL ESTATE TRANSFER TAX
0030425
FP 103046

2

Dated this 17th day of July, 2014.

Sheri Malec as trustee

Sheri A. Malec, as Trustee of
The Sheri A. Malec Declaration
of Trust dated the 24th day of
February, 2006

State of Illinois)
) ss.
County of Cook)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Sheri A. Malec, a married person, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 17th day of July, 2014.

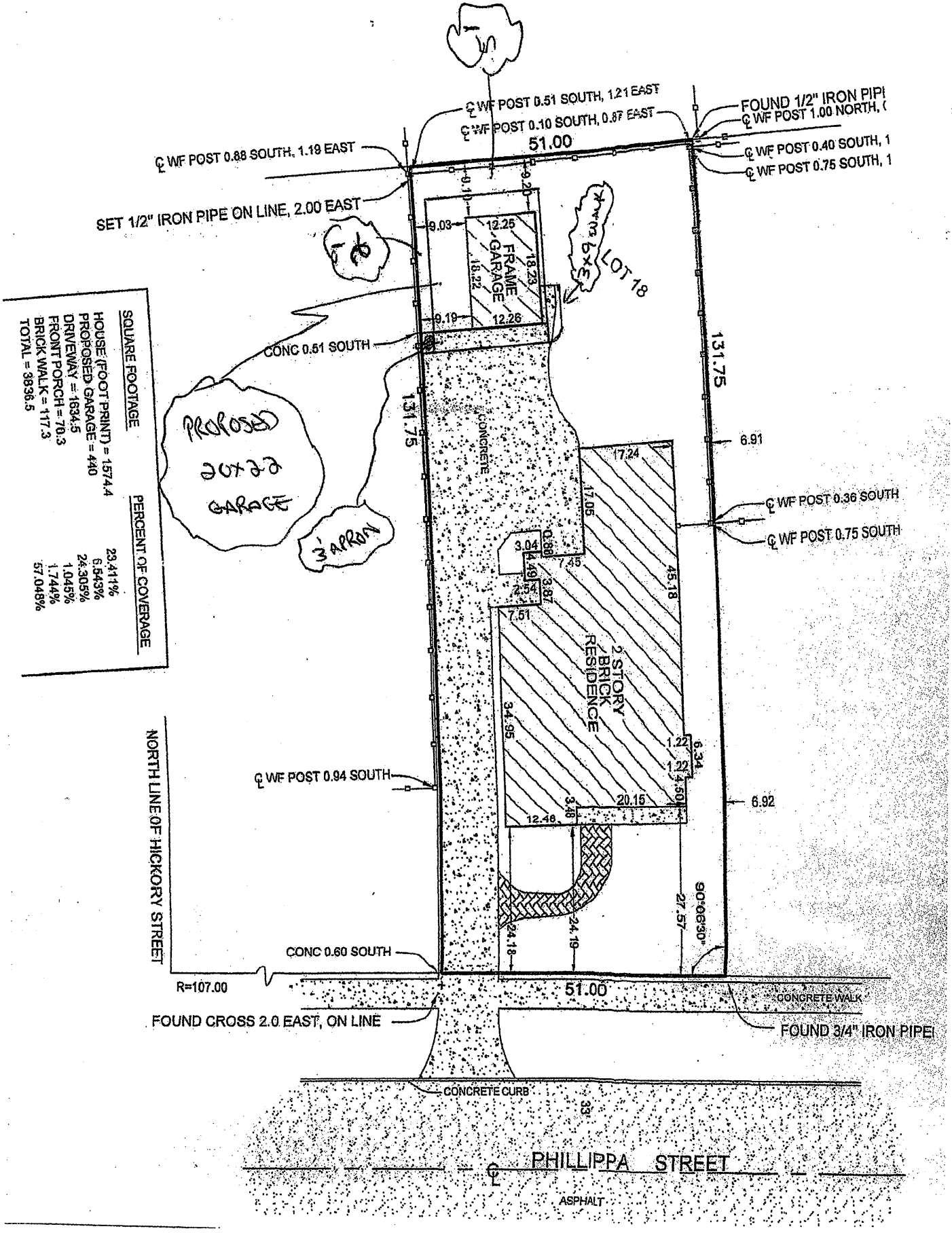
JAMES R. FLYNN
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 11, 2018

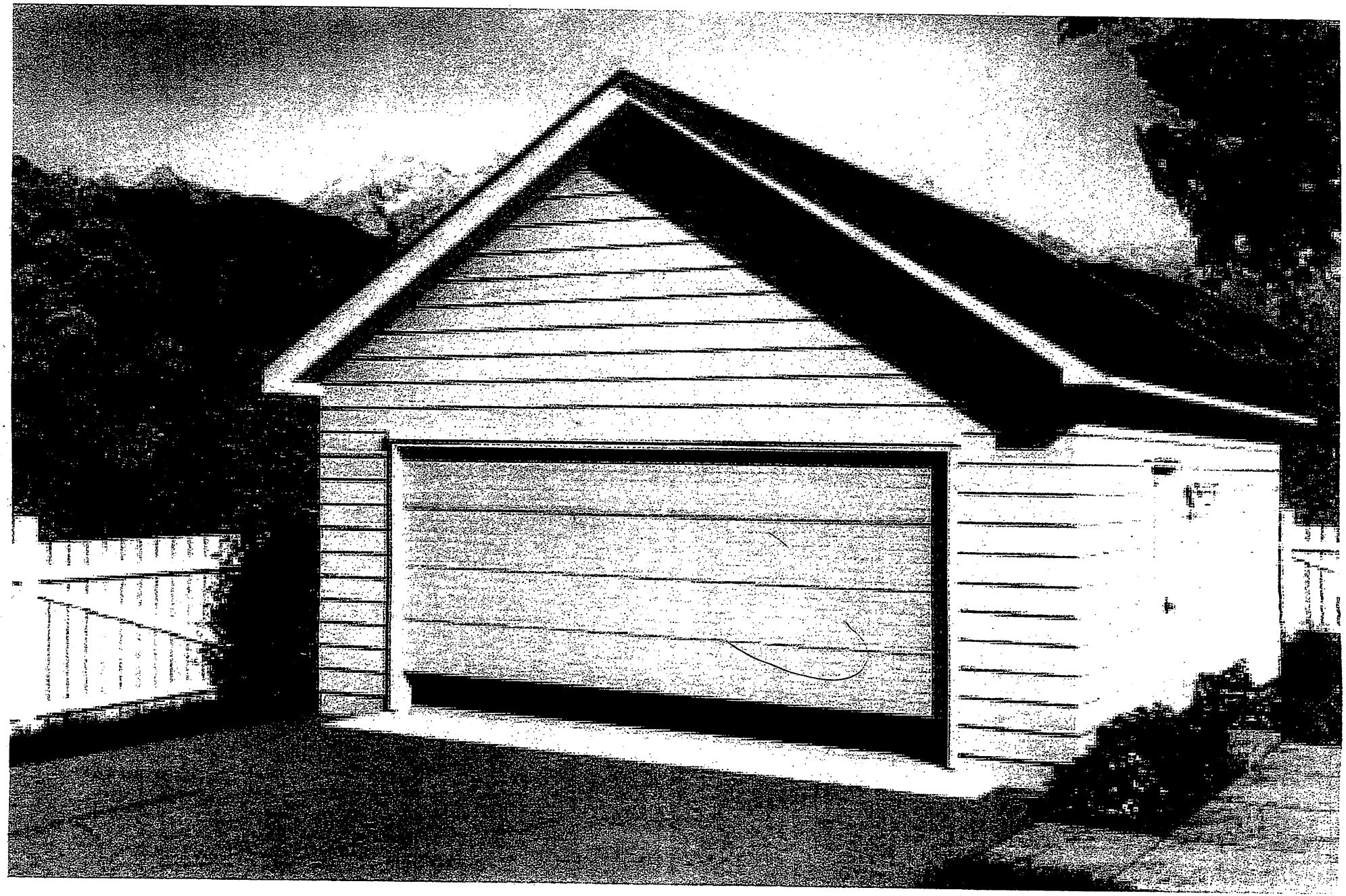
Notary Public

Prepared by:

James R. Flynn, Esq.
James R. Flynn & Associates, LLC
15 Salt Creek Lane, Suite 200
Hinsdale, IL 60521

PREMIER TITLE
1000 JORIE BLVD., SUITE 136
OAK BROOK, IL 60523
630-571-2111


SQUARE FOOTAGE
HOUSE (FOOT PRINT) = 1574.4
PROPOSED GARAGE = 440
DRIVEWAY = 1634.5
FRONT PORCH = 70.3
BRICK WALK = 117.3
TOTAL = 3836.5
PERCENT OF COVERAGE
23.411%
6.543%
24.305%
1.045%
1.744%
57.048%
℄ WF POST 0.51 SOUTH, 1.21 EAST
℄ WF POST 0.10 SOUTH, 0.87 EAST
FOUND 1/2" IRON PIPE
℄ WF POST 1.00 NORTH, (
51.00
℄ WF POST 0.88 SOUTH, 1.19 EAST
℄ WF POST 0.40 SOUTH, 1
℄ WF POST 0.75 SOUTH, 1
SET 1/2" IRON PIPE ON LINE, 2.00 EAST
FRAME GARAGE
LOT 18
CONC 0.51 SOUTH
PROPOSED 20x22 GARAGE
3' APRON
CONCRETE
131.75
131.75
6.91
℄ WF POST 0.36 SOUTH
℄ WF POST 0.75 SOUTH
2 STORY BRICK RESIDENCE
℄ WF POST 0.94 SOUTH
6.92
NORTH LINE OF HICKORY STREET
CONC 0.60 SOUTH
R=107.00
51.00
CONCRETE WALK
FOUND CROSS 2.0 EAST, ON LINE
FOUND 3/4" IRON PIPE
CONCRETE CURB
33'
PHILLIPPA STREET
℄
ASPHALT



STATE OF ILLINOIS)
) ss:
COUNTY OF DU PAGE)

BEFORE THE HINSDALE ZONING BOARD OF APPEALS

In the Matter of:)
)
312 Phillippa Street)
)
CASE NO. V-09-14.)

REPORT OF PROCEEDINGS had and testimony taken at the Deliberations of the above-entitled matter before the Hinsdale Zoning Board of Appeals, at 19 East Chicago Avenue, Hinsdale, Illinois, on the 22nd day of January, 2015, at the hour of 6:58 p.m.

BOARD MEMBERS PRESENT:

MR. ROBERT NEIMAN, Chairman;

MS. KATHRYN ENGEL, Member;

MR. KEITH GILTNER, Member;

MR. GARY MOBERLY, Member;

MR. JOHN PODLISKA, Member.

ALSO PRESENT:

MR. ROBB MC GINNIS, Director of Community Development/Building Commissioner.

CHAIRMAN NEIMAN: Thank you. So for deliberations, I think we just read the criteria that seem to be met as essential to the application. Anybody have any thoughts or comments about it.

Motion to approve? Let's be clear, this is a motion to approve a recommendation to the Board of Trustees that the variation be granted.

06:56:56PM MR. PODLISKA: So moved.

MR. MOBERLY: Second.

CHAIRMAN NEIMAN: Roll call, please.

MR. MC GINNIS: Member Moberly?

MR. MOBERLY: Yes.

MR. MC GINNIS: Member Giltner?

MR. GILTNER: Yes.

MR. MC GINNIS: Member Engel?

MS. ENGEL: Yes.

MR. MC GINNIS: Member Podliska?

06:47:57PM MR. PODLISKA: Yes.

MR. MC GINNIS: Chairman Neiman?

CHAIRMAN NEIMAN: Yes.

MR. KIM: Thank you.

* * *

(Which were all the proceedings had in the above-entitled cause.)

STATE OF ILLINOIS)
) ss.
COUNTY OF DU PAGE)

I, JANICE H. HEINEMANN, CSR, RDR, CRR, do hereby certify that I am a court reporter doing business in the State of Illinois, that I reported in shorthand the testimony given at the hearing of said cause, and that the foregoing is a true and correct transcript of my shorthand notes so taken as aforesaid.

_____

Janice H. Heinemann CSR, RDR, CRR

License No 084-001391

• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

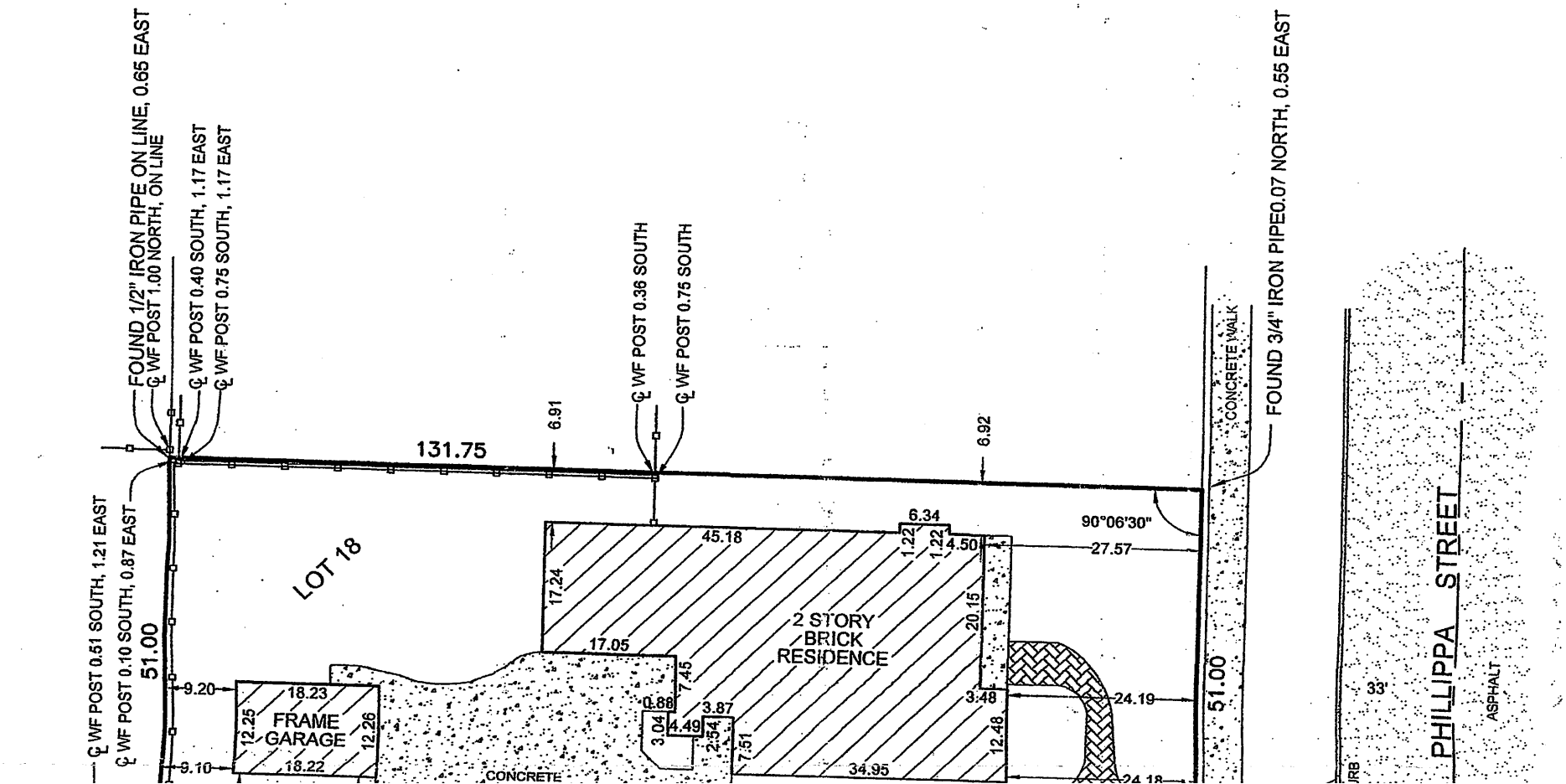
SCHOMIG LAND SURVEYORS, LTD.

PLAT OF SURVEY

909 EAST 31ST STREET
LA GRANGE PARK, ILLINOIS 60526
SCHOMIG-SURVEY@SBCGLOBAL.NET
WWW.LAND-SURVEY-NOW.COM
PHONE: 708-352-1452
FAX: 708-352-1454

LOT 18 IN BLOCK 3 IN THE SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CHICAGO, BURLINGTON AND QUINCY RAILROAD, (EXCEPT THE NORTH 241.56 FEET) IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 312 PHILLIPPA STREET, HINSDALE.



9b

DATE: April 7, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Second Reading- Zoning & Public Safety	**ORIGINATING DEPARTMENT** Community Development
ITEM Request for Extension	**APPROVAL**

Attached is a formal request for extension of time for the approval granted for the construction of a new commercial building at 330 Chestnut.

As background, this project required zoning variations before it could move forward to the Plan Commission last year. The variations were granted by the Zoning Board of Appeals and the Final Decision was approved on April 16, 2014. One of the conditions in 11-503K (Limitations on Variations) is that the permit be issued and work commence within one year of the approval.

The applicant has stated that this has been a complicated project on a difficult site. There were delays in submitting the project for permit and comments made during the review that affected the exterior elevations as well as the site plan. As such, neither staff nor the applicant feel that they will be in receipt of a building permit within the one year time limitation set forth in 11-503K. The applicant is asking for an extension of 90 days.

If the Board of Trustees finds that this request is justified, the following motion would be appropriate:

MOTION:
"To recommend to the Board of Trustees approval of a request for an extension of time as set forth in section 11-503K of the Zoning Code for a period of 90 days or July 16, 2015 for 330 Chestnut, ZBA Case number V-01-14."

APPROVAL	**APPROVAL**	**APPROVAL**	**APPROVAL**	**MANAGER'S APPROVAL**
COMMITTEE ACTION:				

BOARD ACTION: This item was discussed on a First Reading at the March 17, 2015 Village Board of Trustees meeting. It was recommended that the item move on to the April 7, 2015 BOT meeting for a Second Reading and approval.

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION FOR EXTENSION

Address of proposed request: 330 Chestnut Street

APPLICATION FOR EXTENSION

The Hinsdale Zoning Code provides for *Extensions For Good Cause in which* an extension of time may be granted, for good cause shown and without any notice or hearing, of any time limit imposed on an applicant or permittee by this code, or of any time limit imposed by any ordinance or resolution of any body acting pursuant to this code unless that ordinance or resolution shall expressly provide otherwise. The total period of time granted by such extension or extensions shall not exceed the length of the original period. An extension of time may be granted pursuant to this subsection K by the village manager or the board of trustees as follows:

(a) By the village manager for a time limit related solely to a single-family detached dwelling; or

(b) By the board of trustees for any other time limit.

Owner: Hinsdale Land Restoration and Preservation LLC Phone: (415) 830-0649

Date: February 24 _____, 2015

Expiration of existing approval: April 16 _____, 2015

Extension Period:

From: April 16 _____, 2015 through July 16 _____, 2015

Reason for Request:

Additional time needed to address issues and questions regarding unground pipe clearance and access/ unique zoning and site concerns/ comments raised by the village.

Signature of Owner: Dave Habiger

Approval: _____ Date: _____, 20_____
Village Manager

10e

Schuyler Roche Crisham | ATTORNEYS

SCHUYLER, ROCHE & CRISHAM, P.C.

Two Prudential Plaza
180 North Stetson Avenue
Suite 3700
Chicago, Illinois 60601

312.565.2400 TEL
312.565.8300 FAX
SRCattorneys.com

JOHN J. GEORGE
Attorney at Law
TEL 312 565.8439
FAX 312 565.8300
JGeorge@SRCattorneys.com

April 1, 2015

President Thomas K. Cauley Jr.
Board of Trustees
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521

Re: Recapture Ordinance

Dear President Cauley and Board of Trustees,

Adventist Hinsdale Hospital has been directed by the Village of Hinsdale and the Illinois Department of Transportation to make certain traffic improvements at the intersection of Ogden Avenue and Salt Creek Lane in connection with the new Adventist Cancer Institute and Outpatient Center. The current estimated cost of these improvements is approximately $530,000.00. Attached hereto is a Recapture Formula that we are proposing in connection with these traffic improvements. It is our intention to appear before you on April 7, 2015 at the scheduled Village Board of Trustees meeting to explain the cost of making the recommended traffic improvements at this intersection and why we believe that property owners on both the north and south sides of Ogden Avenue should participate in these improvement costs since they will be beneficiaries of these improvements as well as the Adventist Cancer Institute and Outpatient Center. We wanted to provide our proposed Recapture Formula in advance of the meeting so that you have a chance to review prior to our presentation that night. We look forward to presenting this concept to you in greater detail and will be prepared to answer any questions you may have on April 7, 2015.

Sincerely,

John J. George

OGDEN AVENUE/SALT CREEK LANE
INTERSECTION IMPROVEMENTS
RECAPTURE AGREEMENT FORMULA
APRIL 2015

1. Adventist Hinsdale Hospital's impact is the initial denominator as follows:
    a. The square feet of Adventist Cancer Institute and Outpatient Center (53,942), plus
    b. 25% of the square feet of 15 and 21 Spinning Wheel Road, representing the remaining traffic from the relocation of Spinning Wheel Road (91,753).

2. The square feet of any new construction (or the marginal increase from any additions or replacements) on the properties listed below will in each instance be a numerator, as well as be added to the denominator, to establish a ratio that is applied to the total cost of the intersection improvements for determining an amount that shall be reimbursed proportionately to all properties represented in the prior dominator.
    a. 2, 7, 10, 11, 12 and 15 Salt Creek Lane.
    b. 901, 907, 908 and 911 N. Elm Street.
    c. Robert Crown Center, if the property changes its purpose.
    d. Any other parcel that has a lot line on Ogden Ave. between 1-294 and York Rd.

3. Example:
    a. Current estimated cost for the improvements is $530,000.
    b. New construction of 32,809 square feet is completed at 10 Salt Creek Lane. 32,809 is added to the initial denominator of 145,695 (the sum of the two items in #2 above) to yield 178,504. A numerator of 32,809 produces a responsibility share of 18.4% or $97,520 paid to Adventist Hinsdale Hospital.
    c. Subsequently, 222 E. Ogden Avenue is torn down and a new building is constructed that is 10,000 square feet bigger than the original structure. 10,000 is added to the adjusted denominator to yield 188,504. A numerator of 10,000 produces a responsibility share of 5.3% or $28,090 paid proportionately to 10 Salt Creek (18.4% or $5,169) and Adventist Hinsdale Hospital (81.6% or $22,921).