VILLAGE OF HINSDALE VILLAGE BOARD OF TRUSTEES MINUTES OF THE MEETING April 7, 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, April 7, 2015 at 7:36 p.m.

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

Absent: Trustee William Haarlow

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 Peluso, 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 Elder moved to approve the draft minutes of the regularly scheduled meeting of March 17, 2015, as presented. Trustee Angelo seconded the motion.

AYES: Trustees Elder, Angelo, LaPlaca and Saigh

NAYS: None

ABSTAIN: Trustee Hughes **ABSENT:** Trustee Haarlow

Motion carried.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

President Cauley addressed the Board regarding the new meeting procedures. The Board agreed to eliminate regular meetings of the standing committees and have Committee of the Whole meetings as needed. This was an effort to make sure the

Village Board of Trustees Meeting of April 7, 2015 Page **2** of **10**

system is efficient, but was never intended to sacrifice resident input. He would like to revise the policy to state that if three or more residents request a Committee of the Whole, the Board would be required to convene a meeting.

He also recommended that the staff reports be divided between the two scheduled Village Board meetings each month. He also stated that if Trustees have suggestions with respect to the policy, they can be added to the agenda for discussion.

PROCLAMATION – ARBOR DAY

President Cauley read the Arbor Day Proclamation.

FIRST READINGS

Administration & Community Affairs

Approve the FY2015-2016 Annual Performance Budget

President Cauley introduced the item and recommended that the Board convene a Committee of the Whole to fully vet the budget and said that Assistant Village Manager/Finance Director Darrell Langlois is prepared to give a detailed presentation on the budget. President Cauley noted that the Finance Committee reviewed the budget on March 26th and the draft budget is posted on the Village website. The Village continues to aggressively address road and sewer problems; construction, resurfacing, replacing water mains. Phase II of the Woodlands project is included in the budget. He noted an operating surplus traceable to permit revenues, and recommended a \$75,000 contribution to each Police and Fire pension funds. This is a balanced budget which takes into account lower anticipated revenues.

He remarked that the Village only receives 7% of the property tax dollars paid by residents. He talked about Governor Rauner's proposed plan to reduce or eliminate the municipal share of the State income tax. The State's budget will be passed on July 1st; the Village will wait for most capital expenses until then to see what monies will be available. The water meter replacement project will continue, as it is funded by a bond issue and already in progress. Veeck Park improvements, Memorial Building improvements, some of which are funded by grants and snow removal equipment will proceed. All others are subject to deferment depending on the State budget.

He explained that corporate expenses have increased; personnel expenses, contractual costs as a result of the switch from Southwest Central Dispatch to Du-Comm and legal expenses related to ongoing litigation matters.

He thinks the budget is a good one and should be approved, but is concerned about personnel costs; wages cannot continue to grow faster than revenues.

Trustee Hughes agreed that budgets should be discussed at a Committee of the Whole as a matter of practice, so as not to be thin on deliberation. He agrees this is a good budget, but believes time should be taken to talk about it and examine those trends that

Village Board of Trustees Meeting of April 7, 2015 Page **3** of **10**

are of concern. It was agreed that the budget and the pay scales receive benefit of a Committee of the Whole as a matter of policy. Trustee LaPlaca is concerned about committee ownership of items, to which President Cauley responded that the Intent was efficiency, particularly of staff time, but he agreed the Board does not want things to fall thru the cracks.

Approve the FY2015-2016 Pay Scales

This matter will be forwarded to the Committee of the Whole for more extensive review.

Adopt a Policy for the Administration and Approval of Block Parties

Trustee Angelo said that he had reviewed the block party materials and the suggestions he made have been included in the draft policy before the Board.

The Board agreed to move this matter to the Consent Agenda.

Environment & Public Services

Award year two of Contract #1553 for Custodial Services to All Cleaners, Inc. in the amount not to exceed \$64,392

President Cauley introduced the item stating it relates to the renewal of the contract with the current custodial service. Director of Public Services George Peluso noted this is year two of the contract, staff is generally satisfied with performance, but will meet with the owner for some re-training.

The Board agreed to move this matter to the Consent Agenda.

Award year two of signed contract for Mosquito Abatement to Clarke Environmental Mosquito Management, Inc. in an amount not to exceed \$55,496

President Cauley asked Mr. Peluso if there are other vendors for this work. Mr. Peluso explained that Clarke dominates this area, but the County is looking to regionalize. If that happens our contract allows the Village to opt out. Trustee LaPlaca noted this vendor is using an environmental, more natural technique. She also remarked that our price is firm for three years, after that there could be an increase. The Board agreed to move this matter to the Consent Agenda.

Waive the Competitive Bidding Requirement in Favor of a Joint Purchasing Agreement and Approve the Purchase of Fuel from Heritage FS, Inc., through the DuPage County Division of Transportation on an as needed basis at a cost of \$.19 over OPIS per gallon

Mr. Peluso said the OPIS price index is the same price as we currently paying; this is another opportunity to regionalize.

The Board agreed to move this matter to the Consent Agenda.

Award year two of Contract #1557 for Tree Maintenance to Homer Tree Care, Inc. not to exceed the proposed budgeted amount of \$133,000

President Cauley introduced the item restating the terms of the contract with respect to the number of trees and stumps, as there are a lot more, and asked the Board if they think this contract is the right scope of work or is there a problem with Homer Tree Care. Discussion followed regarding the ash trees in the Village; number of remaining trees, those being treated and the removal schedule of infested trees.

Trustee Saigh expressed concern about how quickly an ash tree can die as a result of the ash borers, and whether this could represent a safety concern. He suggested postponing the stump removal to get more of the trees removed. Mr. Peluso noted that in addition to those trees contracted for removal by Homer; at least 250 will be removed by Public Services staff, but that he would speak with the Village Forester to confirm how many would need to be removed to assure safe conditions

The Board agreed to address this issue further at the Committee of the Whole on April 13th.

Award year two of contract for Elm Inoculation to Balanced Environments, Inc. in the bid price of \$10.49 per inch not to exceed the proposed budgeted amount of \$118,088

President Cauley introduced the item and asked if staff believes inoculation is effective. Mr. Peluso replied that it is working and confirmed that staff will offer this option to homeowners, as they did last year.

The Board agreed to move this matter to the Consent Agenda.

Approve an Ordinance Amending the Village Code of Hinsdale Relative to the Tree Board

President Cauley introduced and explained the proposed Tree Board is a function of the new meeting system. The Board will be self-standing, comprised of four trustees, all members and Chair will be appointed by the Village President for a one-year term. He said that when staff gets two or three tree matters called to their attention, the Tree Board will be convened. It was also noted that the decisions of the Tree Board are final and binding.

The Board agreed to move this matter to the Consent Agenda.

Approve entering into an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Hinsdale for the Graue Mill Flood Control Project

President Cauley explained that this and next item having to do with the Graue Mill Flood Control Project will be pulled from the agenda this evening. He apologized to the Graue Mill homeowners; apparently they sent a draft Intergovernmental Agreement (IGA), but staff did not review it in time, nor was it what the Village anticipated. A new agreement will be drawn up. We will work to see if we can reach an agreement with

Village Board of Trustees Meeting of April 7, 2015 Page **5** of **10**

Christopher Burke, Inc., the engineer on the project, to get them working while getting the IGA approved.

This matter will appear on the agenda for a First Reading at the next meeting of the Village Board.

Approve entering into an Agreement between the Village of Hinsdale, Illinois and Graue Mill Homeowners Association, Inc. for the Graue Mill Flood Control Project

This matter will appear on the agenda for a First Reading at the next meeting of the Village Board.

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, Inc.

President Cauley explained this change order amount represents money coming back to the Village, because the work the vendor did was completed under budget. Village Engineer Dan Deeter noted there were a number of different areas where they found cost savings. It was noted that on a \$4 million project, it was budgeted fairly accurately. The Board agreed to move this matter to the Consent Agenda.

Zoning & Public Safety (Chair Saigh)

Approve an Ordinance Approving Site Plan and Exterior Appearance Plan for Façade Improvements to a Commercial Building at 11 E. First Street – 10 Friends LLC

President Cauley noted this matter was reviewed by the Plan Commission and received unanimous approval with a vote of 6-0. Director of Community Development Robb McGinnis stated the Findings on this matter are scheduled for approval at the Plan Commission meeting tomorrow evening.

There was Board consensus on the item, and as a zoning matter will receive a Second Reading at the next meeting of the Village Board.

Approve 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

President Cauley introduced the item stating it relates to changes to the exterior of the building. Mr. McGinnis reported that he met with Plan Commission Chair Neale Byrnes who reviewed the changes with him. Mr. Byrnes stated that he believes the Plan Commission would have approved these plans as modified, too. Mr. David Habiger, property owner, said the neighbors are still in favor of the project. Mr. Bernie Bartelli, from Culligan Abraham Architecture, illustrated the modifications with a PowerPoint presentation; the building is narrower, the height is the same, a dormer on the roof has

Village Board of Trustees Meeting of April 7, 2015 Page 6 of 10

been removed, and the top floor has wider windows. Trustee Saigh commented that the Village process might be backwards by doing the plan review after consideration by the Plan Commission, however this project is not underway yet, as was the case with some others.

There was Board consensus on the item, and as a zoning matter will receive a Second Reading at the next meeting of the Village Board.

CONSENT AGENDA

Accounts Payable

Trustee LaPlaca moved Approval and Payment of the Accounts Payable for the Period of March 18, 2015 through April 7, 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. Trustee Saigh seconded the motion.

AYES: Trustees Elder, Angelo, Hughes, LaPlaca and Saigh

NAYS: None ABSTAIN: None

ABSENT: Trustee Haarlow

Motion carried.

The following items were approved by omnibus vote:

Administration & Community Affairs

Approve the Hinsdale Chamber of Commerce's 2015 Event Schedule, Display of Banners, Street Closures and Customary In-kind Services (First Reading – March 17, 2015)

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) (First Reading – March 17, 2015) (R2015-07)

Trustee Hughes moved to approve the balance of the Consent Agenda, as presented. Trustee Elder seconded the motion.

AYES: Trustees Elder, Angelo, Hughes, LaPlaca and Saigh

NAYS: None ABSTAIN: None

ABSENT: Trustee Haarlow

Village Board of Trustees Meeting of April 7, 2015 Page **7** of **10**

Motion carried.

Trustee LaPlaca reminded everyone that the scope of the 50/50 Sidewalk Program was expanded to include deteriorated sidewalks; residents should contact the Village to have the Village Engineer look at their sidewalks, which will be considered on a first come, first served basis.

SECOND READINGS / NON-CONSENT AGENDA

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

Trustee Saigh moved to approve an 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. (First Reading – March 17, 2015, Board Consensus) Trustee LaPlaca seconded the motion.

AYES: Trustees Elder, Angelo, Hughes, LaPlaca and Saigh

NAYS: None ABSTAIN: None

ABSENT: Trustee Haarlow

Motion carried.

Approval of a request for an Extension of time as set forth in Section 11-503K of the Zoning Code for 330 Chestnut Street for a period of 90 days or July 16, 2015 for 330 Chestnut Street - Zoning Board of Appeals Case V-01-14

Trustee Saigh moved Approval of a request for an Extension of time as set forth in Section 11-503K of the Zoning Code for 330 Chestnut Street for a period of 90 days or July 16, 2015 for 330 Chestnut Street - Zoning Board of Appeals Case V-01-14 (First Reading – March 17, 2015, Board Consensus) Trustee Elder seconded the motion.

AYES: Trustees Elder, Angelo, Hughes, LaPlaca and Saigh

NAYS: None ABSTAIN: None

ABSENT: Trustee Haarlow

Motion carried.

DISCUSSION ITEMS

Adventist Hospital Recapture Agreement

Mr. John George, attorney for the hospital, addressed the Board to talk about traffic improvements at Ogden Avenue and Oak Street and the Salt Creek intersections. They engaged traffic engineers as part of the original approval process, a traffic study was done and they met with the Illinois Department of Transportation (IDOT) about proposed traffic improvements. IDOT recommended certain improvements on Spinning Wheel Road and Oak Street and Ogden Avenue. These improvements come at a total cost of \$580,000.

He explained they are here to discuss these costs and they believe it isn't fair for the hospital to pay all the costs. The Village is a beneficiary of these changes, as are the property owners in this area and others along Ogden Avenue. Recapture ordinances are authorized by Illinois State statutes to help offset expenses for private owners. He noted there are no budget impacts to the Village at this time. Mr. Tom Williams, from Adventist hospital, addressed the Board about the calculations for the recapture which use the square footage of buildings as an allocation metric. The hospital will never be fully paid back and will always be a significant contributor no matter how many parties come forward. They recognize the cancer treatment center increased area traffic by approximately 25%. Existing properties are grandfathered, but new square footage would assume a responsibility share. Mr. George noted that notice has been given to contiguous parties; Foxford, MedProperties and the Napleton Group do not support the recapture idea. He noted a similar case in Glenview and provided copies to the Board. Discussion followed; it was asked if there was a time limit on the recapture, to which Mr. George responded that could be specified. Mr. George confirmed that as part of the project, IDOT said they would not grant permits. President Cauley confirmed his recollection of this. Trustee LaPlaca noted Glenview is different in that it is a storm sewer situation; people were actually requesting connection to the storm sewer which is not the same as an over-arching benefit of traffic patterns. It was asked if IDOT would have required the traffic changes of any of the other developments. believes it would have been likely with south side improvements. Mr. Williams remarked that IDOT was looking at this intersection; they were ready and interested in seeing this done.

The Board agreed to convene a Committee of the Whole for further discussion of the issue, including whether the recapture agreement should be adopted after work has already begun, to determine who is affected and what the metric is and to allow other property owners to come forward to weigh in. Mr. Pete Coules, attorney for a neighboring property, asked for assurance that the meeting would be noticed, to which Ms. Gargano replied that as a public meeting it would be noticed according to State requirements. She will reach out to the Board to determine a date for the meeting.

Oak Street Bridge Update - Engineering

Village Engineer Dan Deeter said IDOT in Springfield is waiting for input from other agencies to approve Kenny Construction. The contract will be signed this month and will go back to IDOT..

Capital Improvement Plan (CIP) items

Economic Development

Ms. Gargano introduced the matter, and with Director of Economic Development and Urban Design Tim Scott, reviewed the Economic Development capital improvement items projected for the next five years. These include gateway and way-finding signage, the Burlington Park electrical system, hardscape installations in the Central Business District (CBD) at Village Place and the Garfield Parking Lot Plaza, and pedestrian safety improvements.

Board discussion followed wherein it was determined that pedestrian safety issues should be addressed earlier than FY2019-20, the Burlington Park improvements should be completed as they were begun last year and the Garfield parking lot should be moved up on the list.

Trustee Saigh expressed concern about additional hardscape in the CBD, and would prefer certain areas continue to be green spaces. Trustee Angelo did not feel that the very expensive proposed way-finding and gateway markers were necessary.

Ms. Gargano stated a revised spreadsheet including these recommendations will be provided to the Board.

Fire Department

Ms. Gargano and Fire Chief Rick Ronovsky addressed the Board regarding Fire Department Capital Improvement items for the next five years. Items brought forward were the refurbishing of the apparatus bay doors, replacement of the front driveway, thermal imaging cameras, wellness facility upgrades and the replacement of various service vehicles. Mentioned also was a space needs analysis which was recommended by the accreditation process. He described the expected life span of the various vehicles used by the Fire Department.

Ms. Gargano restated for the Board that these Economic Development and Fire Department items will be held until July, and as they are all are over \$20,000, they will come back to the Board for approval.

DEPARTMENT AND STAFF REPORTS

No reports.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.
OTHER BUSINESS
None.
NEW BUSINESS
None.
CITIZENS' PETITIONS
None.
TRUSTEE COMMENTS
None.
ADJOURNMENT
President Cauley confirmed there will be a Committee of the Whole meeting or Monday, April 13, 2015 at 7:30 p.m. There being no further business before the Board President Cauley asked for a motion to adjourn. Trustee Angelo moved to adjourn the April 7, 2015 meeting of the Hinsdale Board of Trustees. Trustee Elder seconded the motion.
AYES: Trustees Elder, Angelo, Hughes, LaPlaca and Saigh NAYS: None ABSTAIN: None ABSENT: Trustee Haarlow
Motion carried.
Meeting adjourned at 9:24 p.m.
ATTEST: Christine M. Bruton, Village Clerk

VILLAGE OF HINSDALE VILLAGE BOARD OF TRUSTEES COMMITTEE OF THE WHOLE April 13, 2015

1. CALL TO ORDER - Chair/Trustee Kim Angelo

The regularly scheduled Committee of the Whole meeting of the Hinsdale Village Board of Trustees was called to order by Chair/Trustee J. Kimberley Angelo in Memorial Hall of the Memorial Building on Monday, April 13, 2015 at 7:35 p.m.

Present: Trustees Christopher Elder, Gerald J. Hughes and Bob Saigh

Absent: Trustees William Haarlow and Laura LaPlaca

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Finance Director Darrell Langlois, Director of Public Services George Peluso, Village Forester John Finnell, Management Analyst Suzanne Ostrovsky and Village Clerk Christine Bruton

2. DISCUSSION ITEMS

Funding of Tree Removal Replacement

Village Forester John Finnell addressed the Board and stated that before the emerald ash borer (EAB) was confirmed, there were over 2,000 public ash trees in the Village. Over the last three years the worst have been removed and the Village is treating about 450 trees per year. Currently, there are just under 1,200 trees remaining. The goal is to remove untreated trees according to the EAB action plan; staff is on target with goals. By FY2016-2017 the rest will be removed.

Chair/Trustee Angelo noted the program will end in the next 2-3 years and asked if it is prudent or cost effective to defer stump removal. Mr. Finnell stated there is no benefit or cost savings to leave them.

Trustee Saigh asked if it is possible to identify the public safety hazard of a particular tree and would it make sense to remove a limb only, and take the tree down later. Mr. Finnell replied it is a case by case consideration, but that could happen. He also noted that 2/3 of the trees are removed by in-house staff and 1/3 by the contractor.

Village Manager Kathleen Gargano noted that during the course of the season, if funding was not sufficient to remove a tree to address a public safety issue, staff would come to the Board to ask for more funds.

Chair/Trustee Angelo noted the budget is appropriate for the funding of tree removal replacement at this time.

Review proposed FY2015-2016 Annual Performance Budget

Ms. Gargano began discussion by stating that Trustees received a transmittal letter which summarizes the highlights of budget. This budget is balanced and adheres to the reserve policy, the status quo for funding of service projects and service delivery to residents. She pointed out the pressures resulting from the performance of revenues as well as the unknown facing all Illinois municipalities regarding the Local Government Distributive Fund (LGDF). Due to the uncertainty of these numbers, the Village will hold back business decisions until we know the impact of the State budget.

Village Board of Trustees Committee of the Whole - April 7, 2015 Page **2** of **4**

Assistant Village Manager/Finance Director Darrell noted the PowerPoint presentation he was about to deliver was the same detailed report he shared with the Finance Commission in March. Also, these materials are on the Village website for the benefit of interested residents. He outlined the Corporate Fund operating projections and results, revenues, property tax distribution, sales tax, income tax and utility tax. He noted the exceptional performance of permit revenues, but cautioned the Board that they can be unreliable, which is why the Finance Commission uses a 5-year average. He discussed Corporate Fund expenses by department and by category.

He talked about staffing levels, number of full-time employees, salary increases, cost of living adjustments (COLA), step and merit increases and pension costs.

He illustrated infrastructure improvements, both MIP and other projects and their funding. He gave an overview of the Water and Sewer fund and recapped the Village's debt information.

Chair/Trustee Angelo thanked Darrell for this informative presentation. Trustee Saigh mentioned the reserve fund concerns of six years ago, noting reserves are now at 29%. Mr. Langlois confirmed this is a very favorable position for the Village. He stated that in the past we have taken anything over 25% and put those monies toward roads, but this year because of possible State cuts, we will not. The reserve amount is deliberate, said Ms. Gargano, and appropriately conservative.

Trustee Hughes commented that he has a score card for the budget, much like a traffic signal. He doesn't feel there are any 'red' items, but there are a few 'yellow' items.

The 'green' items are as follows:

- 1. budgeting and executing a surplus of funds over expenses
- 2. maintaining reserves
- 3. maintaining our assets; fixing roads and working down deferred maintenance
- 4. controlling payroll
- 5. reducing debt load in terms of the percent operating revenues and absolute dollars
- 6. maintaining a conservative approach to budgeting
- 7. having the flexibility for emergencies and unforeseen expenses

The 'yellow' items are as follows:

- 1. reduce unfunded pension liability
- 2. reduce total personnel expenses; salary, health benefits and pension benefits close to 62%, we have been below 50% in the past.
- 3. business operations should be solvent and self-funding

He believes these issues are being actively managed and that this is a good budget.

Trustee Elder commented that we will manage this year, but if Governor Rauner reduces funds to municipalities, what is the long term plan. Ms. Gargano explained she has been working with department heads to determine long-term sustainable cuts to address varying dollar reductions; staff will be prepared to make a recommendation when we know what the target is.

Mr. Langlois pointed out that the budget is put together with Finance Commission recommendations and they have been looking closely at pool revenues and expenses. Revenues have been declining, which is in part due to weather, but staffing models are being evaluated. Ms. Gargano offered that these issues will be monitored throughout the season to make sure that revenues and expenses net.

Village Board of Trustees Committee of the Whole - April 7, 2015 Page **3** of **4**

Mr. Langlois pointed out the Finance Commission did a similar review of Katherine Legge (KLM) revenues and they were up nicely last year.

Chair/Trustee Angelo confirmed the Board believes this budget should be approved and it will be moved forward to the next Board meeting for adoption.

Revised Economic Development Capital Plan

Chair/Trustee Angelo noted discussion of the Economic Development Capital Plan at the last Board meeting and that the materials before the Board this evening are a result of that discussion. Ms. Gargano outlined the reordering of the items and Chair/Trustee Angelo confirmed this comports with what was recommended by Board members at the last meeting.

With respect to the CBD hardscape replacement turf; rather than removing grass and putting in bricks, Mr. Scott is looking at alternatives. Specifically, with regard to the turf area east of the Corner Bakery, Mr. Peluso stated we can reseed this in-house this year.

Discussion followed regarding the curb extension at First and Garfield, which is recommended for FY2016-2017. It was noted the purpose of a curb extension is to force cars to slow down; an example is located at 2nd and Lincoln.

Updated Objectives for Community Development and Engineering

Ms. Gargano noted that all departments had objectives and accomplishments as part of the budget. She asked Community Development to add customer satisfaction surveys to these documents. These surveys will be done in house. She feels it is valuable to get feedback from people making application to the Village for zoning relief to determine if there are opportunities to streamline the process and assist the applicants. For residents applying for building permits, to keep permit times to 3-4 weeks in the busy season and to ask users what they think. Chair/Trustee Angelo said the zoning code is what it is and we have zoning requirements. Discussion followed and Ms. Gargano confirmed this is not intended to change the code, but to look at the process.

Engineering will continue to survey residents impacted by construction to look for opportunities to improve service.

Discussion followed regarding methods by which to inform residents of work that will be done in their neighborhoods, both residential and commercial.

The Board agreed with the addition of these objectives to those of Community Development and Engineering.

Review Proposed FY2015-2016 Pay Scales

Mr. Langlois said that included with the budget is the pay plan. He explained that the minimums and maximums are moved by the cost of living adjustment (COLA) and from the increase to union employees. This makes the same adjustment for non-union employees. Management numbers include the COLA. Trustee Hughes remarked we have broken through to a 60% expense. There will be changes in average tenure, there will be turnover; it is a dynamic thing, however, he believes that relative to the private sector, these pay scales are generous. He is okay with this proposal, but thinks this should be reviewed and there is work to do in the coming year.

Village Board of Trustees Committee of the Whole - April 7, 2015 Page **4** of **4**

Chair/Trustee Angelo confirmed the Board believes the pay scales should be approved and it will be moved forward to the next Board meeting for adoption.

3. ADJOURNMENT

There being no further business before the Board, Trustee Hughes moved to adjourn the Committee of the Whole meeting of the Hinsdale Village Board of Trustees on April 13, 2015. Trustee Elder seconded the motion.

AYES: Trustees Elder, Angelo, Hughes and Saigh

NAYS: None ABSTAIN: None

ABSENT: Trustees Haarlow and LaPlaca

Motion carried.	
Meeting adjourned at 8:54 p.m.	
ATTEST:	
Christine M. Bruton, Village Clerk	

VILLAGE OF HINSDALE Administration and Community Affairs Committee Minutes of the Special Meeting of December 8, 2014

Chairman Hughes called the special meeting of the Administration and Community Affairs Committee to order in the Board Room of the Memorial Building on December 8, 2014 at 6:34 p.m.

Members Present: Chairman Hughes, Trustees Angelo, Elder and LaPlaca

Staff Present: Kathleen Gargano, Village Manager; Darrell Langlois, Assistant Village

Manager/Director of Finance; Gina Hassett, Director of Parks and

Recreation, and Tim Scott, Economic Development Director

Others Present: None

Approval of Minutes - November 3, 2014

Trustee Elder moved approval of the November 3, 2014 minutes. Trustee Angelo seconded the motion. Trustee LaPlaca and Chairman Hughes each noted minor changes to the minutes. The motion passed unanimously.

2014 Tax Levy Documents

Mr. Langlois summarized the tax levy documents and explained the gross levy with a series of abatements. The levy is at the maximum amount allowed by the tax cap and is consistent with the preliminary levy adopted earlier in November. Pension funds are required by law to request a contribution and submit a municipal compliance report. Mr. Langlois explained that there are three sets of actuarial data used: village, state and pension fund data. All of this data is criteria for the Village Board to use towards determining the police and fire pension fund tax levies. The total recommended levy is proposed to increase 2.6%.

Chairman Trustee Hughes noted that he would like to discuss the pension tax levies so he would like to consider approval of items 2b through 2g first and then address items 2a and 2h.

Trustee LaPlaca moved approval of the following resolutions:

Resolution abating the tax hereto levied for the year 2014 to pay the principal of and interest on \$3,500,000 General Obligation Bonds (Water and Sewerage Systems Alternate Revenue Source), Series 2008, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

Resolution abating the tax hereto levied for the year 2014 to pay the principal of and interest on \$1,425,000 Taxable General Obligation Bonds (Alternate Revenue Source), Series 2011, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

Resolution abating the tax hereto levied for the year 2014 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2012A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

Resolution abating the tax hereto levied for the year 2014 to pay the principal of and interest on \$2,710,000 General Obligation Refunding Bonds (Library Fund Tax Alternate Revenue Source), Series 2013A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois.

Resolution abating the tax hereto levied for the year 2014 to pay the principal of and interest on \$2,025,000 General Obligation Bonds (Waterworks and Sewerage Alternate Revenue Source), Series 2014A, of the Village of Hinsdale, DuPage and Cook Counties, Illinois

Resolution abating the tax hereto levied for the year 2014 to pay the principal of and interest on \$5,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2014B, of the Village of Hinsdale, DuPage and Cook Counties, Illinois

Trustee Elder second the motion, item passed unanimously.

Chairman Hughes then introduced the tax levy ordinance and asked Mr. Langlois to provide background on the Police and Firefighters' Pension Fund tax levies. Mr. Langlois noted that the first step in the process involves the Village undertaking an independent actuarial study, which for the last several years have been performed by actuary Tim Sharpe. In the aggregate the police and fire pension levies have increased by \$131,000. The increase is partially attributed to the state-required actuarial method shifting some of the pension cost to later years in an employee's career. The actuarial assumptions used by the Village actuary are nearly identical to those used by the State of Illinois. The Village is also in receipt of the actuarial valuation performed by the State, which would result in a higher Village contribution due mainly to the inclusion of one year of interest, which is not required under the statute.

The pension funds make a request based on data from their own actuary, who in turn has used a number of different actuarial assumptions and in the case of the Firefighters Pension, they have calculated their request based on a different actuarial method than that required under the statute and funds the liabilities at 100% as opposed to the 90% amount required by law. The Firefighter's Pension Fund request is nearly \$400,000 more than the statutory minimum amount calculated by the Village, and the Police request is much closer to the Village amount. The tax levy continues the past practice whereby the levy is based on the minimum amount required under the statute, with the Village subsequently considering discretionary contributions should there be sufficient operating surpluses at the conclusion of the budget year.

Trustee Elder then moved for approval of an Ordinance Levying Taxes for Corporate Purposes for the Fiscal Year of the Village of Hinsdale, IL commencing on May 1, 2014 and ending on April 30, 2015. Seconded by Trustee Angelo. Chairman Hughes noted that not being at 100% funding for the pension funds does not trouble him as long as the Village is

making progress toward reducing the unfunded amount. The recommended tax levy does this for the Police Pension Fund, and although the Fire Pension funded amount declined by 0.1%, this will not be true if the Village makes a discretionary contribution. Motion passed unanimously.

Mr. Langlois then provided background information on the small tax levy associated with Special Service Area #9 in which resident requested drainage improvements are being paid back to the Village over a ten year period. Trustee Elder moved to recommend approval of an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning on May 1, 2014 and ending on April 30, 2015, in and for the Village of Hinsdale Special Service Area No. 9 – Localized Drainage Solution. Trustee Angelo seconded the request and the motion passed unanimously.

Change to the Personnel Policy Related to Tuition Reimbursement

Mr. Langlois noted that the Village has a provision in its personnel policy that provides for reimbursement of tuition expenses for advanced education classes taken by full time employees. The program has been suspended since the beginning of the recession. Several employees have asked that the Village reinstate the program. Village management would like to reinstate the program but are recommending limiting the amount of tuition reimbursement to \$2,500 per year and requiring the payback of tuition reimbursement funds at the rate of 25% per year if an employee leaves Village employment in less than four years after receiving a reimbursement. Current benefit provisions do not limit the amount of tuition reimbursement an employee can receive and no payback is required after one year.

In assessing the recommended dollar limitation, Trustee Elder asked about past experience. Mr. Langlois noted that no employee had taken advantage of the program for the last six or seven years. Trustee LaPlaca noted the potential difficulties of administering the proposed change that requires the class or degree program to provide a "direct benefit" to the Village. Chairman Hughes would prefer a "co-pay" by the employee and feels a four year payback is excessive. Chairman Hughes suggested funding at 80%, Trustee LaPlaca suggested 50%. After discussion, Trustee LaPlaca moved approval of a revised tuition reimbursement policy that would reimburse employees at 80% up to a total reimbursement of \$2,500 and requirement a payback if an employee leaves Village employment in less than four years. Seconded by Trustee Elder. Motion passed unanimously.

Ordinance Amending Title 4 (Public Ways and Properties). Section 7B (Water and Sewer Rates) of the Village Code of Hinsdale to Add a New Section 7-4B-6 (Meter Testing in Cases of Contested Bills)

Mr. Langlois noted that Village staff is concerned about a potential significant increase in the number of high water bill complaints as a result of replacing older water meters, which frequently slow down over time, with newer and more accurate water meters. After limited leak detection performed by Village staff, a resident may request that the meter be pulled out and tested by the manufacturer. This can result in a significant amount of staff time and the additional outside expense of meter testing, and in practice it is very rare that a new water meter would fail an accuracy test.

Trustee Elder moved approval of the Ordinance Amending Title 4 (Public Ways and Properties). Section 7B (Water and Sewer Rates) of the Village Code of Hinsdale to Add a New Section 7-4B-6 (Meter Testing in Cases of Contested Bills). Trustee Angelo seconded the motion. Trustee LaPlaca noted that she has experienced an increase in her water bill due to the new meter and wanted to note that this also impacts sewer charge from Flaag Creek Sanitary District. Motion passed unanimously.

Monthly Reports

Treasurers Report

Mr. Langlois noted that the report includes updated year projections now that we are six months through the fiscal year. Building permit revenue is the highlight and it is currently projected to be \$837,000 over budget, with the Village total budget variance projected at \$688,000, meaning that the positive permit fee variance is partly being used to offset declines in other revenue sources. Mr. Langlois noted the under budget performance of water and sewer revenue due to a large decline in water purchased from the DuPage Water Commission due to the very wet summer and fall season. Water revenues are currently projected to be \$1.2 million below budget. Mr. Langlois noted that over 200 water meters have been replaced as we are just beginning the water meter replacement program.

Chairman Hughes noted that he was uncomfortable as to "guessing" on the cause of the water purchase decline. He suggested further analysis in order to validate the cause of the decline, including an account review of large accounts looking for large declines. Mr. Langlois noted that the water usage for the last five months is the lowest since at least 2002, which is the earliest date that we have data. Chairman Hughes noted that he is uncomfortable with the current rate structure as the water rate is based solely on the consumption of water, whereby some of the water rate should be devised to charge for the access of water. Mr. Langlois noted that many other communities impose a service charge that is designed to recover the fixed cost of the system.

Park and Recreation Activity Report

Ms. Hassett noted that there are going to be revisions in the next mowing contract. The Peirce Park project is nearly complete. There is no ice skating go on yet due to warmer revenue. Trustee La Placa asked about park facilities north of Ogden Avenue, staff has had dialogue with Oak Brook Park District about various alternatives.

Economic Development

Mr. Scott noted issues surrounding the tree lighting contractor. The new sign cabinets in Burlington Park were very well received by the Trustees. Staff is working on securing a new tenant for the train station property. Mr. Scott reviewed tenant activity in the downtown businesses.

Adjournment

As there was no further business to come before the Committee, Trustee Elder motioned to adjourn. Trustee Angelo seconded and the motion passed unanimously. The meeting was adjourned at 7:49 p.m.

Respectfully Submitted:

Darrell Langlois Assistant Village Manager/Director of Finance

DL/lc

VILLAGE OF HINSDALE ENVIRONMENT AND PUBLIC SERVICES COMMITTEE MINUTES MONDAY, NOVEMBER 10, 2014

Chairman Laura LaPlaca called the meeting of the Environment and Public Services Committee to order at 7:35 P.M., Monday, November 10, 2014, in Memorial Hall of the Memorial Building, 19 East Chicago Avenue, Hinsdale, IL.

PRESENT:

Chairman Laura LaPlaca, Trustee William Haarlow, Trustee Gerald

Hughes, Trustee Bob Saigh

ABSENT:

None

ALSO PRESENT: Kathleen Gargano, Village Manager; Dawn Wucki-Rossbach, Interim Assistant Director of Public Services; Dan Deeter P.E., Village Engineer.

Approval of Minutes - October 13, 2014

The EPS Committee reviewed the minutes from the October 13, 2014 meeting. Chairman LaPlaca added information to provide more detail to several agenda items. Trustee Hughes motioned for approval of the October 13, 2014 minutes with changes by Chairman LaPlaca. Trustee Saigh seconded. The motion passed unanimously.

To Award the Engineering Services Contract in Support of the Engineering Division to K-Plus Engineering in the Amount Not to Exceed \$30,000. Chairman LaPlaca introduced this agenda item. It is a budgeted item to provide additional support to the engineering division. Mr. Deeter added that K-Plus Engineering personnel would be used for no more than 750 hours until an engineer and temporary engineering technician are hired. Trustee Saigh motioned for approval. Trustee Hughes seconded. The motion passed unanimously.

To Recommend Adoption of an Ordinance Vacating Half of a Public Alley Right-of-Way situated West and Adjoining 630 S. Bodin Street at a Purchase Price of \$11,000. Chairman LaPlaca introduced this agenda item. Mr. Deeter noted that there were no utility conflicts and this alley had previously had vacations approved. The vacated parcel will continue to contain a drainage and utility easement provide for future utility uses. In response to Trustees' questions, Mr. Deeter noted that alley vacations presented to the Committee were for alleys that only contained landscaping. Those alleys used for ingress/egress by vehicles would not be considered for vacation. Trustee Haarlow motioned for approval. Trustee Saigh seconded. The motion passed unanimously.

Public Services Monthly Report. Ms. Wucki-Rossbach updated the Committee on the training being conducted at the Public Services Department. She responded to

questions from the Committee concerning preparation for snow removal. At his request, Ms. Wucki-Rossbach will forward snow clearing training documents to Trustee Hughes.

Engineering Monthly Report. Mr. Deeter reviewed the status of existing engineering projects.

- 2014 Reconstruction and Woodlands Phase 2 are addressing punch list items.
- Resurfacing by the Municipal Partnering Initiative has been completed.
- 2014 Roadway & Utility Improvements project is working to complete paving by the week of 11/17/14. At this point, the contractor is working to complete all blocks.
- 2014 Water Main Improvements (S. Elm/Third) is deferred until the spring 2015 as a result of material shortages and weather. Staff had recently been informed of this situation and worked with Chairman LaPlaca to review options and reach this decision. The contractor, J. Congdon, has agreed to hold their prices, except for concrete.
- 50/50 Sidewalk Program. D'Land Construction will complete as much as possible while the weather permits. They will hold their prices in the spring of 2015.
- 2014 Crack Sealing has been completed. This was the first, learning year for this program. Fewer streets were sealed than anticipated due to the amount of cracks on the completed streets and a difference in the unit volume. Staff will use these lessons in developing the 2015 Crack Sealing project.
- Oak Street Bridge.
 - o HR Green has distributed the pre-final plan sets for review to all parties.
 - o Staff has been working on the Construction Observation consultant selection and updating documentation for the \$825,000 grant from the Illinois Department of Commerce & Economic Opportunity (DCEO).
 - o Mr. Deeter reviewed the revised street lighting plan. After answering questions from the Committee, Mr. Deeter will investigate the type of light at the southwest corner of the intersection of Chicago & Oak, confirm that there is pedestrian lighting on the bridge, and identify the type of brick to be used for the crosswalks in the project area.
- Mr. Deeter also reviewed change orders for the 2014 Roadway & Utility Project and the Woodlands Phase 2 Project with the Committee.

Adjournment

With no further issues to be brought before the Committee, Trustee Hughes moved to adjourn. Trustee Haarlow seconded. Motion carried and the meeting was adjourned at 8:23 P.M.

Respectfully submitted,

Dan Deeter, P.E. Village Engineer

MINUTES VILLAGE OF HINSDALE SPECIAL ZONING AND PUBLIC SAFETY COMMITTEE TUESDAY, NOVEMBER 18, 2014 MEMORIAL HALL

Present: Chairman Saigh, Trustee Angelo, Trustee Elder

Absent: Trustee Haarlow

Also Present: Robert McGinnis, Director of Community Development/Building Commissioner, Brad Bloom, Police Chief, Rick Ronovsky, Fire Chief

Chairman Saigh called the meeting to order at 7:00 p.m. and summarized the agenda.

Minutes - September 2014

Trustee Elder moved to approve the September 2014 minutes as written. Second by Trustee Angelo. Motion passed unanimously.

Minutes – October 2014

Trustee Elder moved to approve the September 2014 minutes as written. Second by Trustee Angelo. Motion passed unanimously.

Request for Board Action

Recommend Approval of an Ordinance to Declare Village Owned Property as Surplus and Authorize its Disposal.

Chief Bloom stated that the Police Department is in the process of replacing old vertical file cabinets with a high density file system that uses less space. The older file cabinets have no value other than for scrap metal. Chief Bloom is requesting that an ordinance declaring certain property as described in ordinance attachment A, be approved and disposed of as directed by the Village Manager motioned to recommend that the Village Board approve an ordinance declaring property as surplus and approving disposal of Village property having no value as directed by the Village Manager. Seconded by Trustee Elder. Motion carried unanimously.

Recommend Approval to Purchase Two Replacement Squad Cars for \$52,667 from Currie Motors Under the Terms of the Suburban Purchasing Cooperative.

Chief Bloom stated that the Police Department is requesting approval to purchase two Ford Police Interceptors Utility model from Currie Motors of Frankfort under the terms of

the Suburban Purchasing Cooperative. The vehicles to be replaced are squads #43 which currently has approximately 79,000 miles (purchased 2009) and squad #32 which has approximately 74,000 miles (purchased in 2010). The replacement recommendation is in accordance with the Village's replacement policy for front line patrol squad cars. Chief Bloom said that the packet item includes the maintenance history of each vehicle as well as an itemized list of vehicle options.

Chief Bloom explained that it will cost an additional \$22,000 to switchover equipment, and purchase prisoner patricians, push bumpers and a center console since they won't fit in the new vehicles. A brief discussion was held regarding surplus vehicle value and our experience so far with this new model vehicle. We have budgeted \$84,000 for this purchase. The vehicle purchase price with new equipment and switchover costs is estimated at \$74,667

Chief Bloom said that he recommending purchasing two (2) Ford Police Interceptors Utility model equipped as noted for \$26,186 each plus a service manual \$295 for a total not to exceed \$52,667. Delivery is expected to take from 10-16 weeks.

Trustee Elder motioned to recommend that the Village Board approve the purchase the purchase of two (2) Ford Police Interceptors for a cost not to exceed \$52,667 from Currie Motors of Frankfort under the terms of the Suburban Purchasing Cooperative. Trustee Angelo seconded. Motion passes unanimously.

Monthly Reports - September, 2014

Police Department

Chief Bloom updated the Committee on two recent burglaries that occurred on Sunday in the early evening and underscored the importance of the public calling the police when they see suspicious activity.

Fire Department

Chief Ronovsky commented on the October Monthly Report indicating that on October 29th there was a house fire in the 900 block of Bodin resulting in about \$50,000 damages. Two firefighters were treated for minor hand injuries.

Trustee Angelo commented on an increase in the simultaneous calls (31%) that we received in the month of October compared to the three year average. He asked if the Department had any difficulties in answering calls for service. Chief Ronovsky explained that calls for service were answered in appropriate time. Mutual aid was utilized when necessary.

Community Development

Robert McGinnis commented on department activity and noted that a Plans Examiner had been hired and is scheduled to start on December 1st.

<u>Adjournment</u>

With no further business to come before the Committee, Chairman Saigh asked for a motion to adjourn. Trustee Elder made the motion. Second by Trustee Angelo. Meeting adjourned at 7:25 p.m.

Respectfully Submitted,

Robert McGinnis, MCP Director of Community Development/Building Commissioner



Village of Hinsdale

Memorandum

To:

President Cauley and the Village Board of Trustees

From:

Christine Bruton, Village Clerk

Date:

April 21, 2015

Subject:

Item 3f - Closed Session Minutes

Due to their confidential nature, these materials are not included in the meeting packet. Materials were delivered under separate cover to members of the Village Board of Trustees.

3g+h

DATE: April 21, 2015

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING		
SECTION NUMBER Minutes	DEPARTMENT	Administration	,
ITEM Release of Closed Session Minutes and		Christine Bruton,	0.40
Destruction of Recordings	APPROVAL	Village Clerk	00

Chapter 5 ILCS 12/2.06 (d) of the State Statutes requires the Village to periodically review minutes of all closed meetings and make a determination and report in an open session that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection. According to policy, Village Attorneys Michael Marrs and Lance Malina have reviewed all unreleased minutes, as has Village Manager Gargano and President Cauley. Those minutes recommended for release are as outlined on Exhibit A of the attached Resolution for this purpose.

Also required by the State Statute cited above, the Village must approve a resolution that authorizes the destruction of all closed session meeting recordings which occurred 18 months prior to the approval of said resolution. The approved, written documents are the official record of these meetings and are maintained in perpetuity.

If the Board agrees with the proposed release of minutes and destruction of recordings, the following motions would be appropriate:

MOTION:

To approve 'A Resolution Approving the Release of Certain Closed Session Meeting Minutes of the Board of Trustees of the Village of Hinsdale' and;

To approve 'A Resolution Approving the Destruction of Certain Closed Session Meeting Recordings of the Board of Trustees of the Village of Hinsdale'.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL					
COMMITTEE ACTION:									
BOARD ACTION	l:			·					

VILLAGE OF HINSDALE

A RESOLUTION APPROVING THE RELEASE OF CERTAIN CLOSED SESSION MEETING MINUTES OF THE BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE

WHEREAS, the Corporate Authorities of the Village of Hinsdale, DuPage and Cook Counties, Illinois, have, on occasion, believed it to be necessary to meet in closed session and have entered and conducted such meetings in accordance with the requirements of the Open Meetings Act (5 ILCS 120/1, et seq.); and

WHEREAS, the minutes of closed session meetings held by the Corporate Authorities of the Village have been duly recorded by the Village Clerk pursuant to the requirements of the Open Meetings Act (5 ILCS 120/1, et seq.); and

WHEREAS, the Open Meetings Act (5 ILCS 120/2.06) also requires the Corporate Authorities of the Village of Hinsdale to periodically review the minutes of closed session meetings not heretofore made available for public inspection in order to determine whether such minutes, or any portions thereof, can be released for public review or should instead remain closed to public review; and

WHEREAS, the Corporate Authorities of the Village of Hinsdale have reviewed the minutes of all duly recorded closed session meetings not heretofore made available for public inspection and have ascertained that the minutes of the closed session meetings, or portions thereof, listed in <u>Exhibit A</u>, attached hereto and made a part hereof, no longer require confidential treatment and should be made available for public inspection.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

SECTION 2: The content of the closed session meeting minutes, or portions thereof, listed in **Exhibit A** shall be and are hereby released for public inspection. The Village Clerk shall be and is hereby authorized and directed to make said minutes available for inspection and copying in accordance with the procedures of the Village Clerk's Office.

SECTION 3: All other sets of closed session meeting minutes, or portions thereof, which have been duly recorded by the Village Clerk and are not listed in

Exhibit A for release or partial release, are found by the Corporate Authorities to require continued confidential treatment, and shall remain closed to public review until, at least, the next periodic review by the Corporate Authorities of the Village of Hinsdale.

SECTION 4: The Open Meetings Act requires that a verbatim record of all closed sessions be kept in the form of an audio or video recording and that such recordings can be destroyed but only after the Corporate Authorities (a) approve the meeting minutes for each completed closed session and (b) authorize the destruction of such recordings, provided at least 18 months has passed since the date of the last such approval or authorization. The Village has elected to maintain a verbatim record of all closed sessions in the form of audio recordings. The Corporate Authorities of the Village state as follows: each of the audio recordings of closed session meetings, which were completed more than 18 months ago and for which written minutes have been prepared and approved by the Corporate Authorities, shall be destroyed by the Village Clerk following the approval date of this Resolution.

SECTION 5: The Village President is authorized and directed to sign and the Village Clerk is authorized and directed to attest to this Resolution.

as follows:	day of			, 201	o, purs	uant to a	roii c	ali vote
AYES:						•		-
NAYS:								_
ABSENT:								_
APPROVED by	me, and	attested	by the	Village	Clerk,	on this		day of
, 2015.								
ATTEST:				VILLA	GE PR	ESIDEN ⁻	Τ	_
VILLAGE CLE	- RK							

EXHIBIT A

CLOSED SESSION MINUTES APPROVED FOR RELEASE – APRIL 21, 2015

September 20, 2005 All (some portions were previously released) October 4, 2005 All ΑII November 19, 2005 December 5, 2005 ΑII March 21, 2006; 8:21 p.m. -ΑII January 9, 2007 All (some portions were previously released) May 21, 2013 Αll June 3, 2014 All July 7, 2014 ΑII November 4, 2014 All

January 20, 2015 - Partial - Real Estate item - train station lease (OK to

release); Litigation item – hold back

March 3, 2015 - All

VILLAGE OF HINSDALE

RESOLUTION NO.	
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A RESOLUTION APPROVING THE DESTRUCTION OF CERTAIN CLOSED SESSION MEETING RECORDINGS OF THE BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE

WHEREAS, the Corporate Authorities of the Village of Hinsdale, DuPage and Cook Counties, Illinois, have, on occasion, believed it to be necessary to meet in closed session and have entered and conducted such meetings in accordance with the requirements of the Open Meetings Act (5 ILCS 120/1, et seq.); and

WHEREAS, since January 1, 2004, the Open Meetings Act has required that a verbatim record of all closed sessions be kept in the form of an audio or video recording and that such recordings can be destroyed but only after the Corporate Authorities (a) approve the meeting minutes for each completed closed session and (b) authorize the destruction of such recordings, provided at least 18 months has passed since the date of the last such approval or authorization; and

WHEREAS, verbatim audio recordings of closed session meetings held by the Corporate Authorities of the Village have been made and retained by the Village Clerk or his or her designee pursuant to the requirements of the Open Meetings Act (5 ILCS 120/1, et seq.); and

WHEREAS, the Corporate Authorities have approved written closed session minutes for all closed sessions that have taken place at least 18 months ago, and the audio recordings for all said executive sessions have been retained for at least 18 months.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Each of the recitals in the Whereas paragraphs set forth above are incorporated into Section 1 of this Resolution.

<u>SECTION 2</u>: The Corporate Authorities of the Village resolve as follows: each of the audio recordings of closed session meetings, which were for meetings completed more than 18 months ago and for which written minutes have been prepared and approved by the Corporate Authorities, shall be destroyed by the Village Clerk following the approval date of this Resolution.

SECTION 3: The Village Clerk shall be and is hereby authorized and directed as of the date of this resolution to destroy the audio recordings of the closed session

meetings from January 1, 2004 through October 31, 2013 in accordance with the Open Meetings Act and the approval give in this Resolution.

SECTION 4 : The Village Preside Village Clerk is authorized and directed			_	n and the
ADOPTED this day of _ vote as follows:		, 2015,	pursuant to	a roll call
AYES:			·	
NAYS:				
ABSENT:		· · · · · · · · · · · · · · · · · · ·		
APPROVED by me, and attest	ted by the Vi	llage Clerk, d	on this	day of
ATTEST:		VILLAGE PF	RESIDENT	
VILLAGE CLERK	<u></u>			

6a

DATE April 21, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading – ACA	ORIGINATING DEPARTMENT Parks and Recreation
ITEM License Agreement between HTA and the Village of Hinsdale	APPROVED Gina Hassett, Director of Parks & Rec.

LICENSE AGREEMENT BETWEEN HINSDALE TENNIS ASSOCIATION AND THE VILLAGE OF HINSDALE

The Village has had a license agreement with the Hinsdale Tennis Association (HTA) for the past seven years which has allowed the HTA to utilize Village courts for their instructional tennis program; courts utilized for the program are at Burns Field and Brook and Robbins Parks. Each agreement has been for a period of one year.

Prior to 2014, the agreement had been for a flat rate with an increase assessed annually. When the terms of the agreement were discussed in 2013, it was suggested by the Administration and Community Affairs Committee that staff review the program arrangement for the 2014 season. For 2014, HTA's recreation lesson program was brought under the operation of the department, and registration was handled through the Village; a license agreement is not issue for the recreation programs. Marketing of the program increased through print ads and Facebook posts. Program revenue was split 80% to the vendor and 20% to the Village, which is the standard used for the Village's recreation contractual program. In addition to the lesson program, the Village issued a lease agreement to HTA that allowed utilization of Village courts for the instruction of competitive level players; the terms of the 2014 agreement were that Village received a flat rate of \$1,500 for the summer season. A summary of past payments is attached.

For the 2015 season, the tennis lessons will remain under the department's operation with an 80/20 split. Staff anticipates that enrollment will increase due to modifications to the program, including changing the number of weeks and program descriptions. This should result in increased revenue for the tennis lesson program.

A discussion was held at the March 17th Parks & Recreation Commission meeting regarding issuing a lease agreement to HTA for the competitive program. The Commission unanimously recommended that the Village Board again issue a lease agreement to HTA to use Village tennis courts to train competitive players for the flat rate of \$1,575 for the summer season; this is an increase of 5% over the 2014 season. The program will be evaluated by staff at the end of the 2015 season.

MOTION: To approve the lease agreement with Hinsdale Tennis Association for a period of one year at the rate of \$1,575 to instruct competitive tennis lessons at Village courts.

STAFF APPROVALS			
Parks & Recreation Approval Approval	Approval	Approval	Managers Approval
COMMITTEE ACTION:			
BOARD ACTION:		· · · · · · · · · · · · · · · · · · ·	
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Tennis Lesson Revenue Summary

		Tennis Lesson
Year	Terms	Revenue
2008	10% payment of Gross Revenue from HTA	\$6,20
2009	10% payment of Gross Revenue from HTA	\$5,32
2010	Flat Rate Lease Agreement with HTA	\$7,50
2011	Flat Rate Per Lease Agreement	\$7,50
2012	Flat Rate Per Lease Agreement	\$7,50
2013	Flat Rate Per Lease Agreement	\$7,50
	80/20 split with lesson revenue with HTA; Village reimbursed vendor	\$5,77
	Flat lease agreement with HTA for competitive Lessons	\$1,50
Proposed	80/20 split of lesson revenue with HTA; Village reimbursed vendor	80/20 spli
	Flat lease agreement with HTA for competitive Lessons (5% increase)	\$1,57

LICENSE AGREEMENT BETWEEN THE HINSDALE TENNIS ASSOCIATIONS AND THE VILLAGE OF HINSDALE

	THIS	LICENSE	AGREEMEN	NT is	entered	d into	this _		day	of
		2015,	between the	Hinsdale	Tennis	Associati	on (here	einafter refe	erred to	as
the "H	TA") and	d the Village	of Hinsdale,	DuPage	County	and Coo	k Count	y, Illinois (l	hereinaf	ter
referre	ed to as t	he "Village")								

RECITALS

WHEREAS, it has been determined by the corporate authorities of the Village to permit the HTA to have a license to use the Village's tennis courts during the summer months (June-September) of the year 2015 for a competitive tennis instruction program under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the parties hereto agree as follows:

- 1. **RECITAL.** The above recital is substantive and is incorporated herein by reference as though fully set forth.
- 2. PROGRAM AND FACILITIES. The HTA shall use the Village's Parks and Recreation Department's tennis courts ("Facilities") to operate competitive tennis instruction program ("Program") for courses to take place during the summer months of the year 2015 from May through September. The Village shall solely be responsible to maintain the Facilities for the Program. The Village reserves the right to assign specific Facilities to be used for the Program, including times and dates for the use of the Facilities.
- **3. HTA'S RESPONSIBILITIES.** The HTA shall not, without the prior written consent of the Village, make any alterations, improvements, or additions to the Facilities, nor shall the HTA cause any damage to the Village's Facilities.
- 4. PAYMENT TO THE VILLAGE. The HTA shall pay the Village for use of the Village's Facilities for the Program by remitting to the Village a fee of \$1,575 made in two installments

collected by HTA from participants for participation in the competitive lesson program. The first installment is due July 1, 2015 and the second installment is due October 1st, 2015. The HTA shall be responsible to collect all fees and shall be responsible for the registration of all competitive lesson program participants. Group and instructional lessons are coordinated through and fees processed through the Parks and Recreation Department. After the completion of the season, HTA will provide the Village with documentation on competitive participant registration and enrollment revenues for the 2015 season by January 10, 2015.

- 5. COACHES, INSTRUCTORS, ASSISTANTS AND DIRECTORS. All coaches, instructors, assistants and directors for the Program shall be employees and/or independent contractors of the HTA and shall not be considered employees or independent contractors of the Village. The HTA shall be responsible for the hiring, training, assignment, discipline and dismissal of all coaches, instructors, assistants and directors for the Program. The HTA shall solely be responsible for their benefits, wage and disability payments, pension and workers' compensation claims, damage to or destruction of equipment and clothing and medical expenses.
- 6. AMENDMENTS AND MODIFICATIONS. This Agreement may be modified or amended from time-to-time by the authorized representatives of the Village and the authorized representatives of the HTA, provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the Village and the authorized representatives of the HTA.
- 7. INDEMNITY/HOLD HARMLESS PROVISION To the fullest extent permitted by law, HTA hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the HTA, its employees, or subcontractors, or which may in anywise result therefore,

except that arising out of the sole legal cause of the Village, its agents or employees, HTA shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, HTA shall, at its own expense, satisfy and discharge the same.

HTA expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents and employees as herein provided.

- 8. COVENANT NOT TO SUE. The HTA forever releases and discharges the Village, its directors, officials, agents or employees from all claims, demands, damages, actions or causes of action which may arise out of the HTA's use of the Village's Facilities for the Program. The HTA covenants not to sue or otherwise bring any action in law or equity against the Village, its directors, officials, agents or employees for any claims, loss, damage, expense, debt or liability of any nature whatsoever which the HTA, its employees, and/or agents may sustain as a result of the use of the Village's Facilities.
- 9. INSURANCE. At its own expense, the HTA shall name the Village as an additional insured on any and all of its existing general and excess liability insurance policies. The HTA shall maintain during the duration of this Agreement a general liability insurance policy with a general aggregate limit of at least one million dollars (\$1,000,000.00). The Village shall remain an additional insured under said policies during the entire term of this Agreement. The HTA shall provide the Village with a copy of said policies naming the Village as an additional insured within fifteen (15) days after execution of this Agreement. During the term of this Agreement, the HTA shall keep in full force and effect workers' compensation insurance with a reputable, state registered insurance company with policy limits to cover statutory liability.

- **10. DURATION OF THIS AGREEMENT.** This Agreement shall remain in full force and effect after execution by the parties, as set forth above, and shall expire on December 31, 2015.
- 11. **TERMINATION.** This Agreement may be terminated at any time by either party upon thirty (30) days written notice of the effective date of said termination from the terminating party. Notice of termination shall be governed by the provisions of paragraph 12 below. The HTA shall not be entitled to reimbursement of any fees remitted to the Village if this Agreement is terminated by the HTA after the Program has commenced pursuant to paragraph 2 above.
- **12. NOTICE.** Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or personal service to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provision of this paragraph.

To the Village:	To the HTA:	
Village Manager		
	***	ne er frankrig gweigt
Village of Hinsdale	•	
19 East Chicago Ave		
Hinsdale, IL 60521-3489	· · · · · · · · · · · · · · · · · · ·	
•		

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

- 13. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.
- **14. NON-ASSIGNMENT.** This Agreement shall not be assigned by either party without the written consent of the other party.
- 15. BINDING AUTHORITY. The individuals executing this Agreement on behalf of the HTA and the Village represent that they have the legal power, right and actual authority to bind their respective parties to the terms and conditions of the Agreement.

16. **EFFECTIVE DATE.** The effective date of this Agreement as reflected above shall be the date that the Village Clerk of the Village attests the signature of the Village Manager.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and year first written above.

VILLAGE OF HINSDALE	THE HINSDALE TENNIS ASSOCIATION
By: Kathleen Gargano Its: Village Manager	By: Tom Lockhart Its: President
ATTEST	ATTEST
By: Christine Bruton Its: Village Clerk	By: Its: Secretary

6b

DATE: April 21, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading - ACA	ORIGINATING DEPARTMENT Administration
ITEM FY 2015-16 Blanket Purchase Orders	APPROVAL Assistant Village Manager/ Finance Director

Attached for the Village Board's review are requested Blanket Purchase Orders for Fiscal Year 2015-16 which would exceed the Village Manager's purchasing authority of \$20,000. Blanket purchase orders are normally issued to vendors where frequent purchases are made throughout year in order to streamline purchasing procedures for routine and proprietary items. The issuance of blanket purchase orders does not relieve the departments of following all of the purchasing procedures required in the Purchasing Policy Manual; this action is only required as it is expected that we may spend in excess of \$20,000 to these particular vendors in the next fiscal year.

If the Board concurs, the following motion would be appropriate:

Motion: To approve the attached list of blanket purchase orders for Fiscal Year 2015-2016 totaling \$615,300 and waiving the competitive bid requirements where applicable.

APPROVAL	APPROVAL	ÁPPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACT	ION:			
BOARD ACTION:				
Domino merroru				

Village of Hinsdale Blanket Purchase Orders Over \$20,000 Fiscal Year 2015-16

Vendor	Department	Description	Amount
Third Millennium	General Government	Water Billing/Vehicle Licenses	\$21,000
Direct Advantage	EDC Initiatives	Hinsdale Business Promotions	\$90,000
T-2	Police	Data Processing	\$20,000
Quarry Materials	Public Services	Asphalt Materials	\$63,000
Suburban Tree Consortium	Public Services	Trees	\$69,000
State of Illinois Vendor	Public Services	Roadway Salt	\$75,500
Illinois Girls Lacrosse Association	Recreation	Program Instruction	\$30,000
Institute of Basic Life Principals	Recreation	Brochure Printing	\$20,000
Skyhawks	Recreation	Program Instruction	\$25,000
HD Supply Waterworks, LTD	Water O & M	Water Meter & Watermain/Sewer Supplies	\$49,000
Ziebell Supply	Water O & M	Water Main Parts	\$49,000
Fuller's Hardware	Multiple Departments	Supplies/Service	\$28,900
Aramark Uniforms	Multiple Departments	Uniforms	\$20,600
Warehouse Direct	Multiple Departments	Office Supplies	\$20,700
Sprint/Nextel	All Departments	Cell Phones	\$33,600
	-	Total	\$615,300

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading - ZPS	ORIGINATING DEPARTMENT Police Department		
ITEM Approval of an Ordinance to Dispose of Village Owned Property.	APPROVED Chief Bradley Bloom		

The Police Department is requesting approval of an ordinance to dispose of and declare surplus Village owned property that is at the end of its useful life or the Village no longer has a use for.

Exhibit A that is attached to the Ordinance contains four (4) different groups of items. The first group includes Motorola portable radios models XTS1500, XTS2500 and the associated accessories that were purchased to communicate when we transitioned to Southwest Central Dispatch Center. Since purchasing this equipment, we transitioned to a new radio system with radios that were provided at no cost by the DuPage County Emergency Telephone System Board. We no longer have use for these radios and would like to sell them at auction while they still have some value. This group includes 33 radios and associated accessories which will be sold on the public website E-bay as a single lot with a minimum bid of \$5000.

The second group of items are Motorola HT1250 portable radios. These radios were in use by the Police Department before we transitioned to Southwest Central Dispatch. We no longer have use for these radios. This group includes 10 radios and associated accessories which will be sold on the public website E-bay as a single lot with a minimum bid of \$500.

The next group of items are handheld parking computers that are no longer in operational condition. These items may have some minor value for parts. This group includes 6 handheld computers which will be sold on the public website E-bay as a single lot with a minimum bid of \$50.

The next group includes old office computers and office related equipment in non-working condition. These items will be declared as surplus and properly disposed of.

The last items are two surplus patrol vehicles (2010 and 2011 Ford Crown Victoria). Based on the condition of these vehicles they will not be repurposed within the Village's fleet. We are seeking to have these vehicles declared as surplus and sold on the public website E-bay starting with a minimum bid of \$3000 per vehicle.

MOTION:

To recommend that the Village Board approve an ordinance authorizing the sale or disposal of personal property owned by the Village of Hinsdale.

Approval	Approval	Approval	Approval	Manager's Approval	
COMMITTEE	ACTION:				
BOARD ACTIO	ON:				

Village of Hinsdale Ordinance No.

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

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

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Hinsdale to sell said property on the E-Bay Auction website (www.ebay.com) open to public auction to be held on or after the week of June 1, 2015.

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

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

Section Two: Pursuant to said 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to sell or dispose the aforementioned personal property now owned by the Village of Hinsdale on the E-Bay Auction website (www.ebay.com) open to public auction, on or after Monday, June 1, 2015, to the highest bidder on said property.

<u>Section Three:</u> The Village Manager is hereby authorized and may direct E-Bay to advertise the sale of the aforementioned personal property in a newspaper published within the community before the date of said public auction.

<u>Section Four:</u> No bid which is less than the minimum price set forth in the list of property to be sold shall be accepted except as authorized by the Village Manager or his agent.

<u>Section Five</u>: The Village Manager is hereby authorized and may direct E-Bay to facilitate an agreement for the sale of said personal property. Property determined to not have value may be disposed of as authorized by the Village Manager. Items sold on E-Bay will charge an administrative fee, which will come out of the proceeds from the sale of surplus vehicles and equipment.

Section Six:	Upo	on payme	nt (of the fu	ll au	ction price	e, the	Vi	llage	Manager	is hereby
authorized	and	directed	to	convey	and	transfer	title	to	the	aforesaid	personal
property, to	the s	successful	bid	lder.							

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

			Exh	Exhibit A
Item Type	Make/Model/Style	Serial Number	Qty	MINIMUM BID
Motorola XTS 1500 & XTS 2500 Portable Poli	S 2500 Portable Police Radios, M	ce Radios, Microphones, Chargers, Batteries,		
	Carrying Case			
Portable Police Radio	MOTOROLA XTS1500	687CLF1064		
Portable Police Radio	MOTOROLA XTS1500	687CLF1065		
Portable Police Radio	MOTOROLA XTS1500	687CLF1689		
Portable Police Radio	MOTOROLA XTS1500	687CLF1690		
Portable Police Radio	MOTOROLA XTS1500	687CLF1691		
Portable Police Radio	MOTOROLA XTS1500	687CLF1692		
Portable Police Radio	MOTOROLA XTS1500	687CLF1693		
Portable Police Radio	MOTOROLA XTS1500	687CLF1694	I	
Portable Police Radio	MOTOROLA XTS1500	687CLF1695	 	,
Portable Police Radio	MOTOROLA XTS1500	687CLF1696		
Portable Police Radio	MOTOROLA XTS1500	687CLF1697		
Portable Police Radio	MOTOROLA XTS1500	687CLF1698		
Portable Police Radio	MOTOROLA XTS1500	687CLF1699	<u></u>	
Portable Police Radio	MOTOROLA XTS1500	687CLF1700		
Portable Police Radio	MOTOROLA XTS1500	687CLF1701		
Portable Police Radio	MOTOROLA XTS1500	687CLF1702	Qua	Quantity 33
Portable Police Radio	MOTOROLA XTS1500	687CLF1703		
Portable Police Radio	MOTOROLA XTS1500	687CLF1704		
Portable Police Radio	MOTOROLA XTS1500	687CLF1705		
Portable Police Radio	MOTOROLA XTS1500	687CLF1707		
Portable Police Radio	MOTOROLA XTS1500	687CLF1708		
Portable Police Radio	MOTOROLA XTS1500	687CLF1709	1	
Portable Police Radio	MOTOROLA XTS1500	687CLF1710		,
Portable Police Radio	MOTOROLA XTS1500	687CLF1711		
Portable Police Radio	MOTOROLA XTS1500	687CLF1712		
Portable Police Radio	MOTOROLA XTS1500	687CLF1713	·	
Portable Police Radio	MOTOROLA XTS1500	687CLF1714		
Portable Police Radio	MOTOROLA XTS1500	687CLF1715		
	Exhibit A 1 of 3	1 of 3	1	-

Exhibit A 1 of 3

Portable Police Radio	MOTOROLA XTS1500	687CLF1716	
Portable Police Radio	MOTOROLA XTS2500	407CFT1692	
Portable Police Radio	MOTOROLA XTS2500	407CFT1693	
Portable Police Radio	MOTOROLA XTS2500	407CFT1694	
Portable Police Radio	MOTOROLA XTS2500	407CFT1695	
Police Radio Microphone	RMN5073B	None	32
Police Multi-Port Chargers	WPLN4127AR	None	3
Police Single-Port Charger	377673	None	17
XTS 1500 Radio Batteries	AUA3	None	11
Radio Carrying Case	Leather	None	4
			1 Lot \$5,000.00
Motor	Motorola XT 1250 Radios, Microphones, Chargers	s, Chargers	
Portable Police Radio	MOTOROLA HT1250	749HFJB789	
Portable Police Radio	MOTOROLA HT1250	749THCG592	
Portable Police Radio	MOTOROLA HT1250	749HFN9796	
Portable Police Radio	MOTOROLA HT1250	749HFJB850	
Portable Police Radio	MOTOROLA HT1250	749HFJB709	Quantity 10
Portable Police Radio	MOTOROLA HT1250	749HEYH145	
Portable Police Radio	MOTOROLA HT1250	749HFN9763	
Portable Police Radio	MOTOROLA HT1250	749THC0703	
Portable Police Radio	MOTOROLA HT1250	749HFN9794	
Portable Police Radio	MOTOROLA HT1250	749THC0712	
Dolice Dadio Microphone	PMMN4039A, HMN9052E, HMN9053C HMN6073B		o
Police Multi-Port Chargers	MSAL505	None) -
Police Single-Port Charger	HTN9000C	None	_
			1 Lot \$250.00
	Handheld Parking Ticket Writers	ers	
Handheld Parking Ticket Writer	TDS RECON POCKET PC	FSAEA78342	
Handheld Parking Ticket Writer	TDS RECON POCKET PC	FSAEA78371	
	TDS RECON POCKET PC	FSAEA78477	Quantity 6
	TDS RECON POCKET PC	FSAEA78430	
Handheld Parking Ticket Writer	TDS RECON POCKET PC	Unable to Determine - Broken Hatch	
Handheld Parking Ticket Writer	TDS RECON POCKET PC	Unable to Determine - Broken Hatch	
			1 Lot No Value
	A 47.11.17	7.7.	

	Office Equipment			
DESKTOP COMPUTER	DELL OPTIPLEX GX620	HSW9W91	_	No Value
LAPTOP	DELL PA12	J7GR891	_	No Value
LAPTOP	DELL PP10L	2GYTY51	_	No Value
LAPTOP	DELL PP10S	9W0CP91	_	No Value
LAPTOP	DELL PP12S	HX652G1	-	No Value
LAPTOP	DELL PP17L	69GR891	_	No Value
LAPTOP	DELL PR04S	CN-0J7316-36521-4BL-0112	_	No Value
LAPTOP	DELL PRO4S	CN-0J7316-36521-4BL-0116	_	No Value
LAPTOP	LENOVO THINKPAD	R86ANL7	_	No Value
LAPTOP	LENOVO THINKPAD	42X4461	_	No Value
	Squad Cars			
2010 FORD (Unit #43)	CROWN VICTORIA 4 DR Sedan	2FABP7BV8AX101298 - 86K Miles	_	\$3,000.00
2011 FORD (Unit #32)	CROWN VICTORIA 4 DR Sedan	2FABP7BV5BX118660 - 76K Miles	-	\$3,000.00

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:

April 13, 2015

Re:

330 Chestnut Street - Ridgeline Consultants LLC /

Hinsdale Land Restoration and Preservation, LLC

Request to Approve Plat of Consolidation

BACKGROUND

Application

The Village of Hinsdale has received a plat of consolidation from Ridgeline Consultants LLC, Montgomery, Illinois on behalf of Hinsdale Land Restoration and Preservation LLC (Hinsdale LRP LLC), requesting for review and approval of the final plat for 330 Chestnut Street.

Analysis

Hinsdale LRP LLC is currently in the process to construct a new two-story office building at the subject property at 330 Chestnut Street. As part of the Exterior Appearance and Site Plan Review, the Plan Commission reviewed an <u>initial</u> plat of survey (dated 06/26/13) at the June 10, 2014 meeting (Attachment 2). The initial plat of survey legal description references and illustrates four lots (4, 5, 6 and 7) to make up 330 Chestnut Street. The Planning Commission strongly favored the overall Site Plan review project, which included the initial plat of survey and recommended approval by the Board of Trustees on a unanimous vote of 6-0.

This request is for review and approval of a plat of consolidation. The submitted final plat of consolidation legal description and illustration combines the initial four lots into a single lot; and is referenced as "Lot-1" (Attachment 3). Staff had requested that the underlying lots of record on the plat be consolidated and cleaned up as part of the initial plan review.

Staff has reviewed and compared survey details such as lot dimensions, property index numbers and easement lines to confirm no additional changes were found between the initial plat and final plat of consolidation.

Planning Commission Action

At the June 10, 2014 Plan Commission meeting, the Commission reviewed the application submitted for the proposed site plans and exterior appearance plans at 330 Chestnut Street. The Plan Commission on

a 6-0 vote, recommended that the President and Board of Trustees approve the requested proposed plans.

At the August 5, 2014 Board of Trustees meeting, Ordinance 02014-26 was approved for the requested site plans and exterior appearance plans for construction of a new two-story commercial building and associated site improvements at 330 Chestnut Street (Attachment 4).

Motion

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

Motion: Move that the Board of Trustees approve a "Resolution Approving and Accepting a Consolidated Plat of Subdivision for Property Commonly Known as 330 Chestnut Street" in the Village of Hinsdale, County of DuPage

Attachments:

Attachment 1 - Resolution

Attachment 2 – *Initial* Plat of Survey (Dated 06/26/13), as submitted to Plan Commission June 10, 2014

Attachment 3 – *Updated*/Final Plat of Consolidation (Dated 03/17/15), submitted to staff April 10, 2015

Attachment 4 - Ordinance No. 02014-26

VILLAGE OF HINSDALE

RESOLUTION	NO.	

A RESOLUTION APPROVING AND ACCEPTING A CONSOLIDATED PLAT OF SUBDIVISION FOR PROPERTY COMMONLY KNOWN AS 330 CHESTNUT STREET, IN THE VILLAGE OF HINSDALE, COUNTY OF DUPAGE

WHEREAS, the Village of Hinsdale has received an application (the "Application") for subdivision approval for property located at 330 Chestnut Street, Hinsdale, Illinois (the "Subject Property"), from Ridgeline Consultants, LLC, on behalf of Hinsdale Land Restoration and Preservation, LLC (the "Applicant"); and

WHEREAS, the Applicant seeks to consolidate four existing lots on the Subject Property into a single lot, as shown on the attached Final Consolidated Plat of Subdivision ("Plat of Subdivision") attached hereto as **Exhibit A** and incorporated herein; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, having reviewed the Plat of Subdivision for the Subject Property and having found it to be in conformity with the ordinances of the Village, find that approval of the Plat will be in the best interests of the Village of Hinsdale.

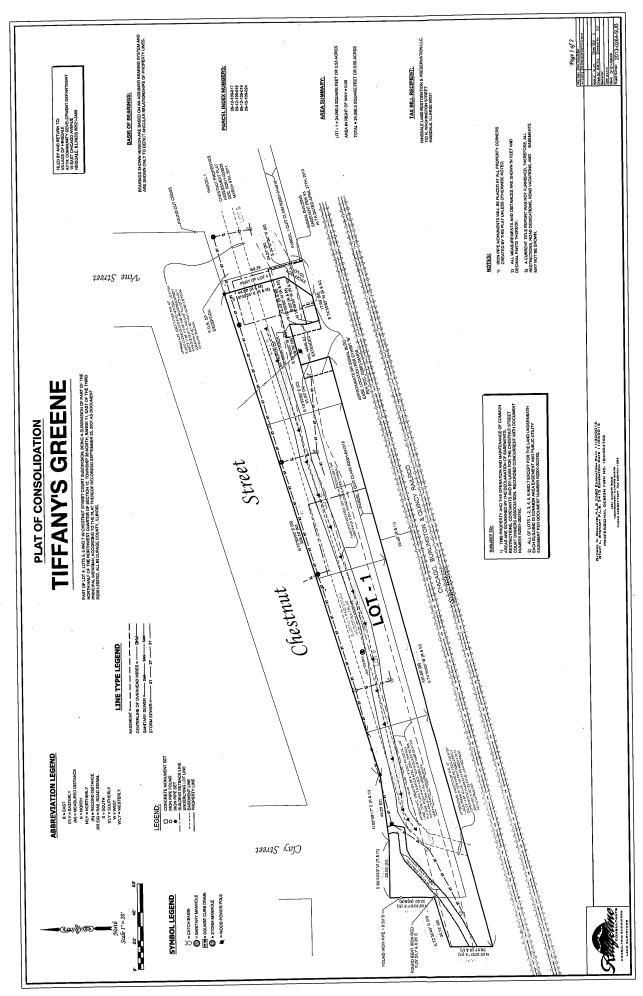
NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties and State of Illinois, as follows:

- Section 1. Recitals Incorporated. The above recitals are incorporated into this Resolution and shall have the same force and effect as though fully set forth herein.
- Section 2. Plat of Subdivision Approval. The Plat of Subdivision, dated March 17, 2015, and attached as **Exhibit A**, is hereby approved and accepted.
- Section 3. Execution and Recordation. The Village President and Village Clerk are hereby authorized to execute and record the approved Plat of Subdivision as provided by State law and the Village Code of Hinsdale; provided, however, that they shall not do so until after the approved Plat has been executed by all other required parties, the Applicant has deposited with the Village funds sufficient to pay all Village costs of recording the Plat, and all administrative details relating to the Plat have been completed.
- Section 4. Severability and Repeal of Inconsistent Resolutions and Ordinances. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All resolutions and ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Resolution shall be in full and after its passage and approval.	force and effect from
ADOPTED this day of, 2 roll call vote as follows:	2015, pursuant to a
AYES:	
NAYS:	<u>. </u>
ABSENT:	
APPROVED by me this day of attested to by the Village Clerk this same day.	, 2015, and
Thomas K. Cauley, Jr., Village F	President
ATTEST:	
Christine M. Bruton, Village Clerk	
•	

EXHIBIT A

APPROVED CONSOLIDATED FINAL PLAT OF SUBDIVISION (ATTACHED)



TIFFANY'S GREENE PLAT OF CONSOLIDATION

PART OF LOT 4 LOTIS 6 & NAD TH CHESTNAT STREET COLUST SUBDIVISION, BEING A SUBDIVISION OF PART OF THE MORTHAL LESSION ACCORDANS TO LARREST OF SECTION 3, TOWNSHO 28 NORTH, RANGE 11, EAST OF THE THID PROPINGEN, LESSION ACCORDANG TO THE VALT THREED RECORDED SEPTEMBER 25, 2001 AS DOCLAMENT CROSSINGEN, ALL IN DEPAGE COLNY, ILLINOS.

OWNER'S CERTIFICATE

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MORTGAGE CERTIFICATE

DATED THIS

PLEASE TYPE/PRINT THE AUTHORIZED INDIMIDUAL'S NAME TITLE, CORPORATION/COMPANY NAME, AND ADDRESS:

SIGNATURE

NOTARY'S CERTIFICATE PLEASE PRINT NAME AND TITLE

COUNTY OF

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

OR SAID COUNTY IN THE STATE AFFORESAND DO HERGBY ENTRY THAN SHARE AFFORESAND DO HERGBY WHIST OF THE PRESENCE AFFORESAND OF HERGBY WHIST OF THE PROSECON IN STATEMENT AS WHIST OF THE PROSECON IN STATEMENT AS EACH ENTRY OF THE SECON AND ADMINISTRATION IN THE PROSECON AND ADMINISTRATION OF THE AREA IN STATEMENT AS RESENCE ON THE EACH OF THE ACCOUNTY OF THE ACCOUNTY AND ADMINISTRATION OF THE ACCOUNTY OF THE ACCOUNTY

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS DAY OF A.20

NOTARY PUBLIC

PUBLIC UTILITIES & DRAINAGE

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS) COUNTY OF DU PAGE)

OLALECHO GOLALECHO GOLALEC

A020 DATED THIS DAY OF DISTRICT COLLECTOR

VILLAGE ENGINEER'S CERTIFICATE

APPROVED BY THE VILLAGE ENRINEER OF THE VILLAGE OF HINSDALE.

COUNTY, ILLNOIS, ON THIS DAY OF

AD 20...

A

The westerstand to whore Preside, the who Free short country. It is not because the STATE ADDRESSAND ON HEREBY ESTITET THAT THE CREEGOND TO HEREBY CHECKED THAT THE CREEGOND TO HEREBY CHECKED THAT THE STEED STATE TO BE THE SAME REGISTORS WHOSE THANKE IS BUSINGSHIBB INTO THE THE SAME REGISTORS WHOSE THAT STATE THE THAT IS DAY IN THE STAN IN T

SIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ____ DAY OF ____ A.D. 20 ___ AT _______ ILLINOIS.

WILLAGE BOARD OF TRUSTEES

BY: PRESIDENT OF THE BOARD OF TRUSTEES ATTEST: VILLAGE CLERK

COUNTY RECORDER'S CERTIFICATE

ENGINEER'S SURFACE WATER DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

STATE OF ILLINOIS) SS COUNTY OF DUPAGE)

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

O'CLOCK M, AS DOCUMENT NUMBER

DATED THIS

TO THE BEST OF OUR WONDER ARE BEST THE CHANGED OF T

COUNTY CLERK'S CERTIFICATE

OWNER OR DULY AUTHORIZED ATTORNEY FOR OWNER JIUN-GLIANG LIN, P.E. BL. PROFESSIONAL ENGINEER NO. 062-057024 LICENSE EXPIRES NOVEMBER 30, 2014

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

COUNTY CLEN OF DURAGE COLANTY,
LLANGS, DO FERENY CHETTY THERE ARE DO BE INCLEMENTED
GRANELY, TANGE, THE TRACKS, TO DOES HOUSEN'TED
ROLLINGS ON THE ANNEXED PLAY. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE ANNEXED PLAT.

COUNTY CLERK AND SEAL

LOTA 4, & AND THE CHEMAL STRUCK ELROPACION, BRIBDA BURGANOS AND THE CHEMAL STRUCK STRU

STACY L, STEWART AN ILLINOIS LICENSED LAND SURVEYOR DO REEY CERTIFY THAT I HANG SURVEYED AND CONSOLIDATED THE LLUMING DESCRIBED PROPERTY:

SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS)
SS

COUNTY OF KANE)

STATE OF ILLINOIS)
| SS
| COUNTY OF DU PAGE)

SCHOOL DISTRICT CERTIFICATE

THE UNDERSIGNED TO HERBIY CESTIFY THAT, AS OMNERSOR THE MEMORIAL ROSCHIEGHT TO ASSOCIATE THAT LANG KNOWN TO ASSOCIATE WITH THE MEMORIAL SOLD ASSOCIATE WITH THE MEMORIAL SOLD ASSOCIATE WITH THE THE MEMORIAL THAT THE MEMORIAL THAT THE MEMORIAL DESIREST AND THE COUNTY, ILLINOS.

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JUNOIS THIS AD. 20 DATED AT

BY: OWNER

LIGHTHER CENTER THAT THE THE CONSTITUTION OF SHELD SHE

FLRTHER CERTIFY THAT THE PROPERTY SHOWN HERICON IS NOT STRIKED IN A SEELLAL CLOON ON AND AND ASSELLATION OF STRIKED IN ANY STRIKED IN ANY STRIKED AND ANY STRI

MYED THIS

TACY I., STEWART ROFESSIONAL LAND SURVEYOR NO. 3415. AY LICENSE EXPIRES NOVEMBER 30, 2016.

GEORGE H. SKULAVIK P.L.S. 2550 EXPRATION DAYE 11/30/2016 STARY L. STEWART P.L.S. 34 18 EXPRATION DAYE 11/30/2016 PROFESSIONAL DESIGN FIRM NO. 184-004766 HONTONERY, ILLINGIS 40436 PHENE A30401-7927 FAX A30701-1308

Chiga 2 of 2

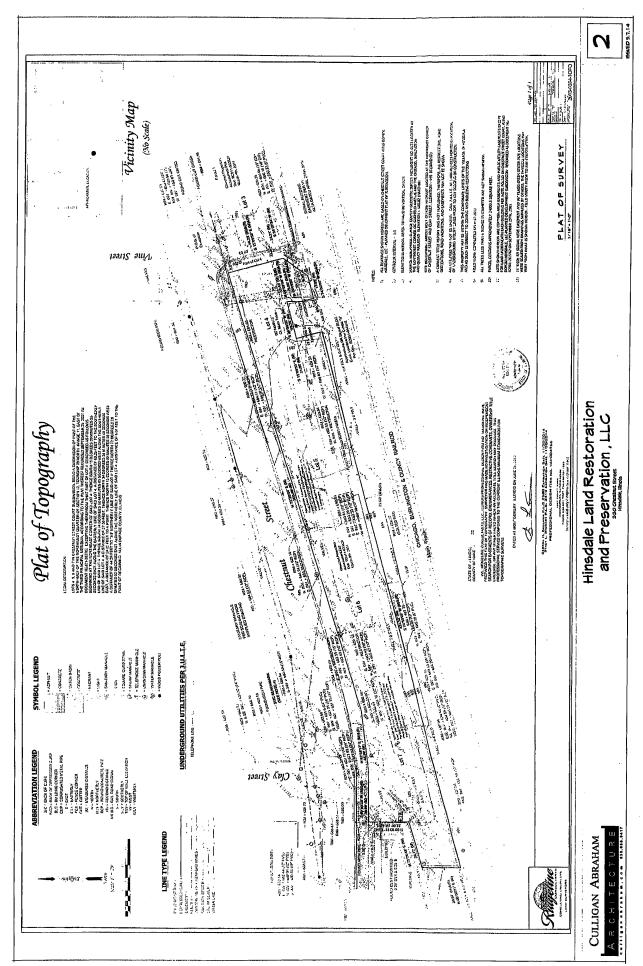
The test of the

STATE OF ILLINOIS) COUNTY OF DUPAGE) SS COUNTY OF COOK)		
CLERK'S CERTIFICATE		
I, Christine M. Bruton, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:		
RESOLUTION NO.		
A RESOLUTION APPROVING AND ACCEPTING A CONSOLIDATED PLAT OF SUBDIVISION FOR PROPERTY COMMONLY KNOWN AS 330 CHESTNUT STREET, IN THE VILLAGE OF HINSDALE, COUNTY OF DUPAGE		
which Resolution was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the day of, 2015, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the day of, 2015.		
I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:		
AYES:		
NAYS:		
ABSENT:		
I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.		

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this ____ day of ______, 2015.

Village Clerk

[SEAL]



TIFFANY'S GREENE PLAT OF CONSOLIDATION

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NOTARY'S CERTIFICATE

PLEASE PRINT NAME AND TITLE

COUNTY OF

PUBLIC UTILITIES & DRAINAGE EASEMENT PROVISIONS

COUNTY RECORDER'S CERTIFICATE

VILLAGE COLLECTOR CERTIFICATE

STATE OF ILLINOIS)
(COUNTY OF DU PAGE)

THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, STATE OF ILLINOIS) SS COUNTY OF DUPAGE)

AT O'CLOCK M, AS DOCUMENT NUMBER

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DATED THIS DAY OF

DISTRICT COLLECTOR

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
SS
COUNTY OF DUPAGE)

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF HINSDALE.

COLNITY, ALMORS, ON THIS DAY OF THIS DAY

VILLAGE ENGINEER'S CERTIFICATE

COUNTY CLENG OF DURAGE COLUNTY.

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COUNTY CLERK AND SEAL

BY: PRESIDENT OF THE BOARD OF TRUSTEES

VILLAGE BOARD OF TRUSTEES

GNEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, THIS ________ AAD 20______

STATE OF ILLINOIS)
SS
COUNTY OF DU PAGE)

SCHOOL DISTRICT CERTIFICATE

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TACY L. STEWART ROFESSIONAL LAND SURVEYOR NO. 2415. IY LICENSE EXPIRES NOVEMBER 30, 2016.

GEGREE H. SKULAVIK P.L.G. 2580 EXPIRATION DAYE 11/30/2016 BYLCY L. BYEWART P.L.G. 3415 EXPIRATION DAYE 11/30/2016 PROFESSIONAL DESIGN FIRM NO. 184-004766 MENTODHERY, ILLANDS 60838 MENTODHERY, ILLANDS 60838 MECHORE 630-601-7907 FAX 620-701-1

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JUNGUANG LIN, P.E. II., PROFESSIONAL ENGINEER NO. 062-057024 LICENSE EXPIRES NOVEMBER 30, 2014

DATED THIS

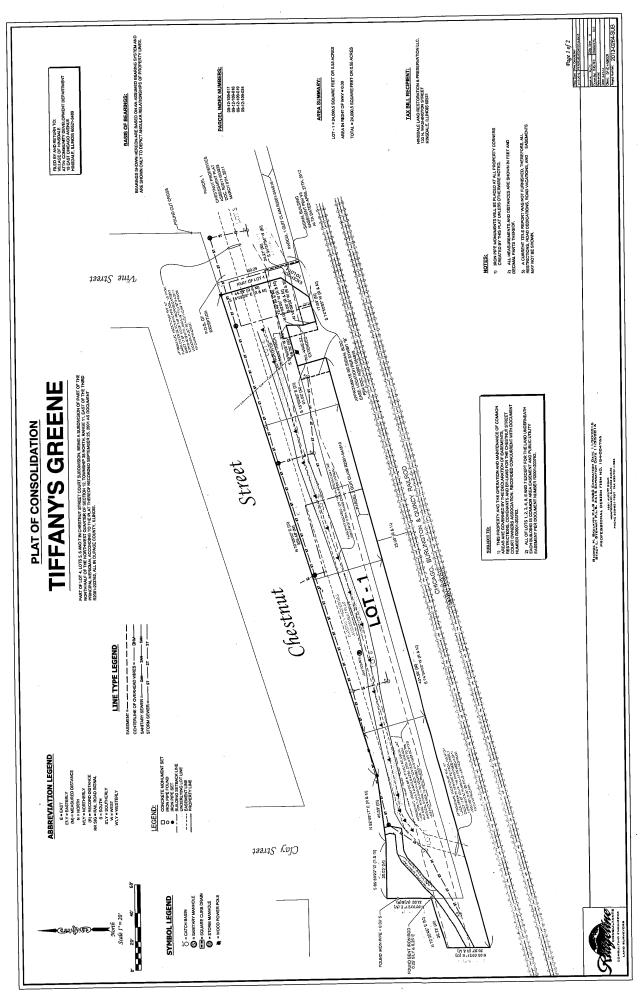
OWNER OR DULY AUTHORIZED ATTORNEY FOR OWNER

SURVEYOR'S CERTIFICATE
STATE OF ILLINOS |
SS COUNTY OF KANE |

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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. <u>Compliance with Plans</u>. All work on the Subject Property shall be undertaken only in strict compliance with the approved plans attached as **Exhibit B**.
- B. <u>Compliance with Codes, Ordinances, and Regulations</u>. 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. <u>Building Permits</u>. 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: <u>Violation of Condition or Code</u>. 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 _5thday ofAugust attested to by the Village Clerk this same day. OF AMORE THE ST. Thomas K. Cauley, Jr., Village ATTEST:	
Christine M. Bruton, Village Clerk	
ACKNOWLEDGEMENT AND AGREEMENT BY THE CONDITIONS OF THIS ORDINANCE: By:	APPLICANT TO THE

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.

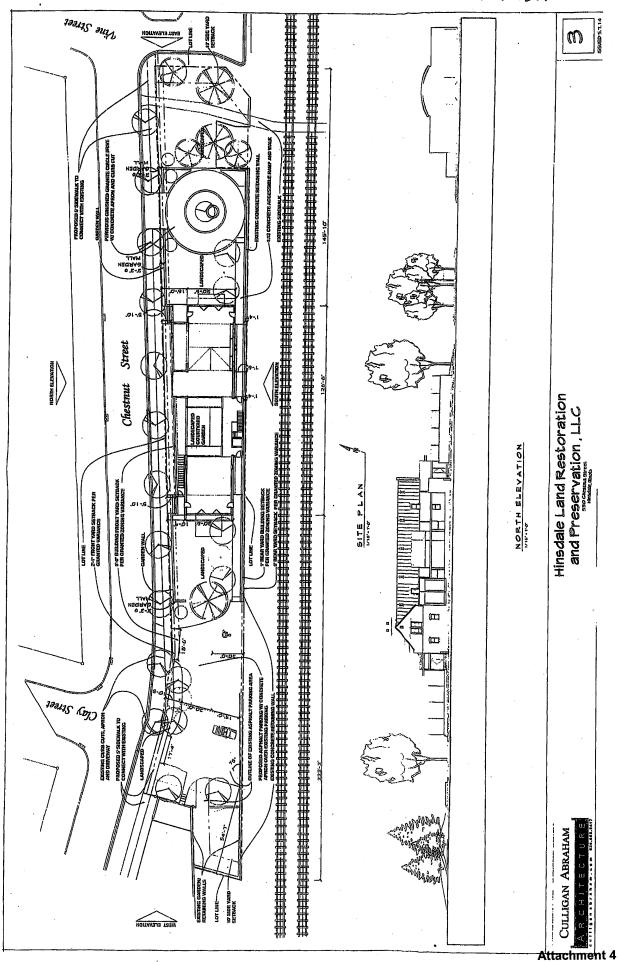
THE HINSDALE PLAN COMMISSION

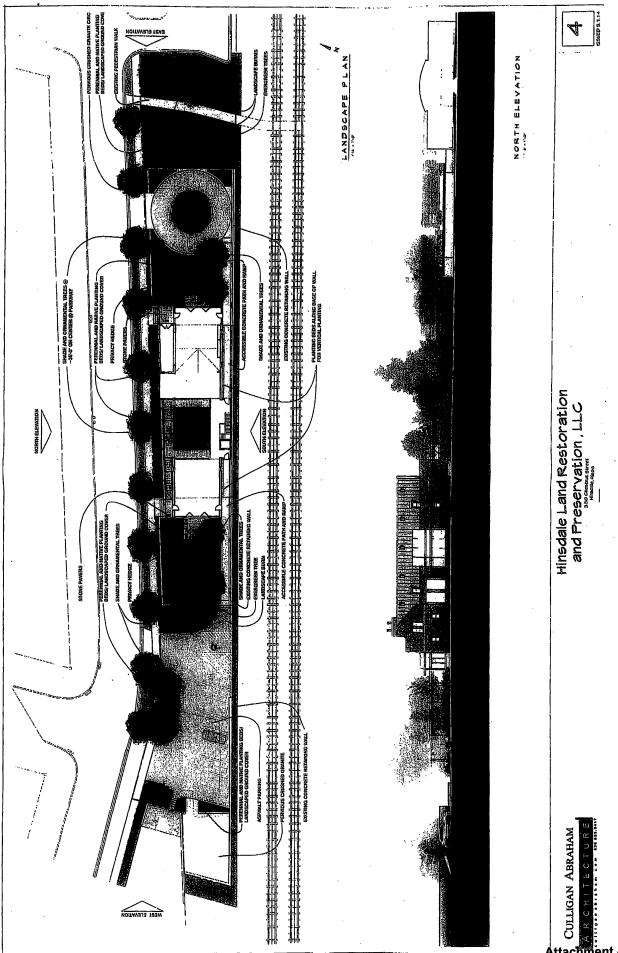
By: Chairman

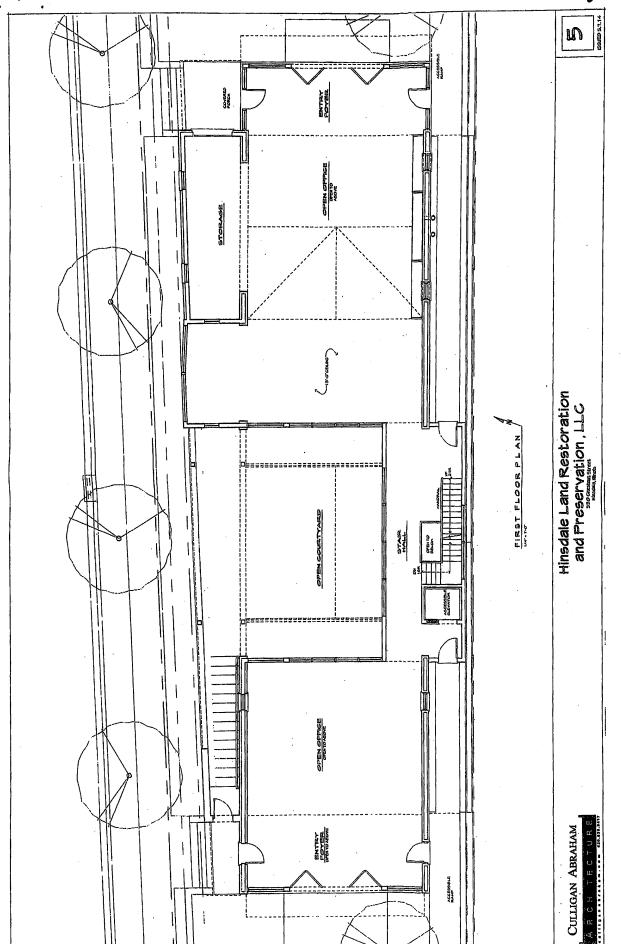
Dated this 9^{+} day of $\sqrt{0/y}$, 2014

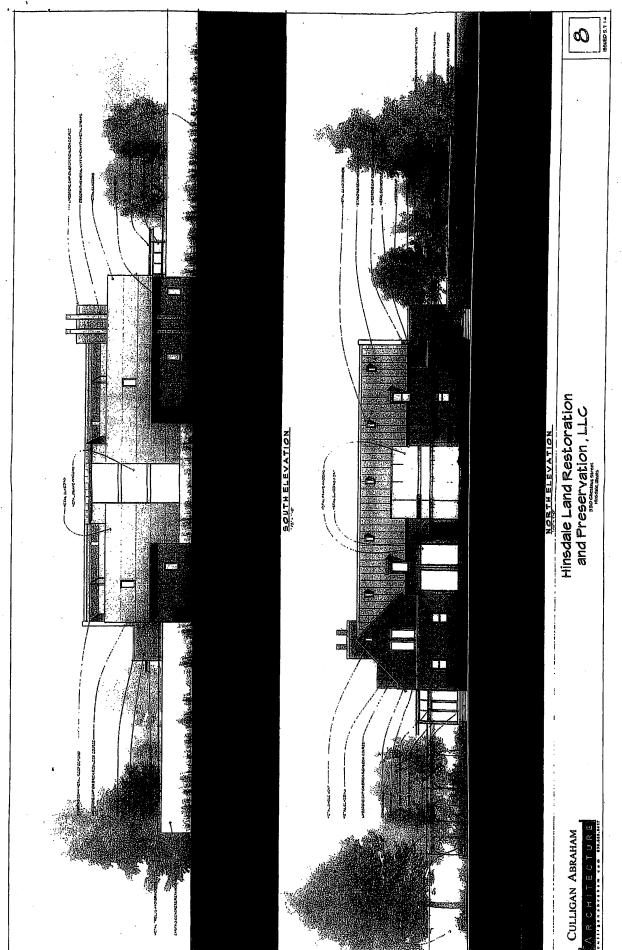
EXHIBIT B

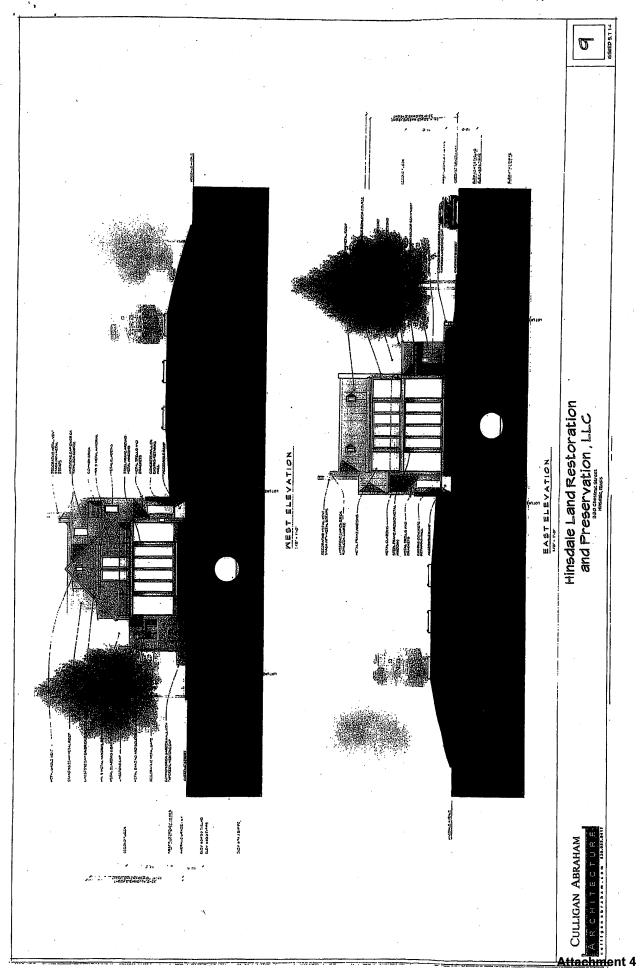
APPROVED SITE PLAN AND EXTERIOR APPEARANCE PLAN (ATTACHED)



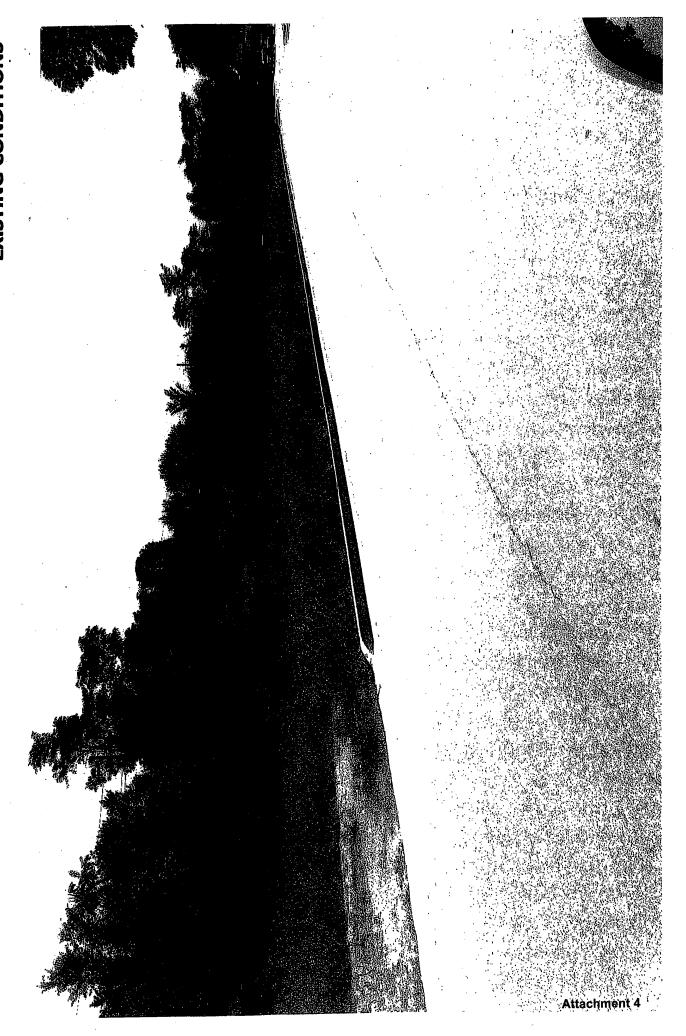














Memorandum

To:

President Cauley and Village Trustees

From:

Chan Yu, Village Planner

4

Cc:

Kathleen A. Gargano, Village Manager

Robb McGinnis, Director of Community Development/Building Commissioner

Date:

April 14, 2015

Re:

Applicant:

David Weekley Homes

Request:

Tentative and Final Plat Approval at 950 and 954 Madison Street (R-4 District)

BACKGROUND

Application

The Village of Hinsdale has received an application from David Weekley Homes, proposing to subdivide 14 lots at 950 Madison Street into 4 conforming residential lots within the R-4 Single Family Residential District.

Analysis

The proposed subdivision is located in the Single-Family Residential District (R-4). Thus, staff reviewed the application with respect to Section 3-101 of the Zoning Code; to perpetuate the existing high quality residential character of the Village by preserving established neighborhoods and encouraging new residential development consistent with the overall character of the Village.

The subdivision site is comprised of 14 parcels (Attachment 2 and 3) at 950 and 954 S. Madison Street. Again, the property is currently zoned R-4 Single Family Residential. However, the site has for decades been utilized as a family-owned restaurant and tavern. Lot 3, per the application, has served as a parking lot for the restaurant (Attachment 4).

The applicant, David Weekley Homes is proposing to subdivide the existing 14 parcels into 4 conforming residential lots. The table included in the applicant's submittal complies with the bulk, space and yard requirements per Section 3-110 of the Zoning Code- <u>contingent</u> upon acquiring the 17' by 147' (2,499 SF) Village owned alley between the two east and west lots. Without the alley acquisition, proposed lots 3 and 4 would not meet the minimum lot area of 10,000 square feet.

The request for alley vacation, is moving concurrently with the proposed subdivision application (Attachment 5).

The total existing and proposed subdivision project area is 45,678 square feet. The attached Hinsdale Zoning map illustrates the surrounding zoning districts and subject property location (Attachment 6). To

that end, the surrounding zoning and land use is residential (Attachment 7). Thus, the proposed fits the neighborhood and is in concert with the Village's land use plan to: establish a rational pattern of land uses and encourage the most appropriate use of individual parcels, encourage and promote detached single family homes as the principal land use in the Village and provide for the gradual elimination of non-conforming uses that adversely affect the character and value of permitted development.

Process

The Plan Commission (PC) shall approve or disapprove the tentative plat within 90 days of receipt. If the tentative plat is not satisfactory in all details presented, the PC may require the applicant to make such corrections or changes as they may request before approval of said plat. Upon the approval of a tentative plat, such plat shall be forwarded to the Village Board for their approval or disapproval within 30 days of receipt by said Board.

The applicant shall file application for final approval of a subdivision plat not later than one year after a tentative plat has been approved by the Village Board. Within 60 days of the filing of the last required documents attendant to final plat requirements, the Village Board shall approve or disapprove the final plat.

Planning Commission Action

At the April 8, 2015 PC meeting, the Commission reviewed the application submitted for the proposed Tentative and Final Plat at 950 and 954 Madison Street. Following a motion to approve the proposed plat of subdivision plan, the PC, on a 7-2 vote, recommended approval for the said plan, subject to tree removal/replacement and sidewalk review and clarification. A comment/concern was raised in regards to the appraised value of the alley (Attachment 5), versus the "market value" of the property (Attachment 8). Two Commission members advised this should be discussed at the Board level.

Motion

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

Motion: Move that the Board of Trustees approve a "Resolution Approving and Accepting a Plat of Subdivision for Property Commonly Known as 950 and 954 Madison Street"

Attachments

Attachment 1 - Resolution

Attachment 2 – Subdivision Site Plan

Attachment 3 – Village of Hinsdale Subdivision Application (as submitted for 04/08/15 PC meeting)

Attachment 4 – North Street View from 55th Street

Attachment 5 - Alley Vacation Request , 950-954 S. Madison Cover Memo (Dated April 21, 2015)

Attachment 6 – Village of Hinsdale Zoning Map and Project Location

Attachment 7 – Neighborhood Satellite View

Attachment 8 – Draft Findings and Recommendations

VILLAGE OF HINSDALE

RESOLUTION NO	
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A RESOLUTION APPROVING AND ACCEPTING A PLAT OF SUBDIVISION FOR PROPERTY COMMONLY KNOWN AS 950 AND 954 MADISON STREET, IN THE VILLAGE OF HINSDALE, COUNTY OF DUPAGE

WHEREAS, the Village of Hinsdale has received an application (the "Application") for subdivision approval for property commonly known as 950 and 954 Madison Street, Hinsdale, DuPage County, Illinois (the "Subject Property"), from David Weekley Homes (the "Applicant"); and

WHEREAS, the Applicant seeks to consolidate fourteen (14) existing lots on the Subject Property into four (4) lots, as shown on the attached Final Plat of Weekley Subdivision ("Plat of Subdivision") attached hereto as **Exhibit A** and incorporated herein; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, having reviewed the Plat of Subdivision for the Subject Property and having found it to be in conformity with the ordinances of the Village, find that approval of the Plat will be in the best interests of the Village of Hinsdale.

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. Recitals Incorporated. The above recitals are incorporated into this Resolution and shall have the same force and effect as though fully set forth herein.
- Section 2. Plat of Subdivision Approval. The Plat of Subdivision attached as **Exhibit A** is hereby approved and accepted.

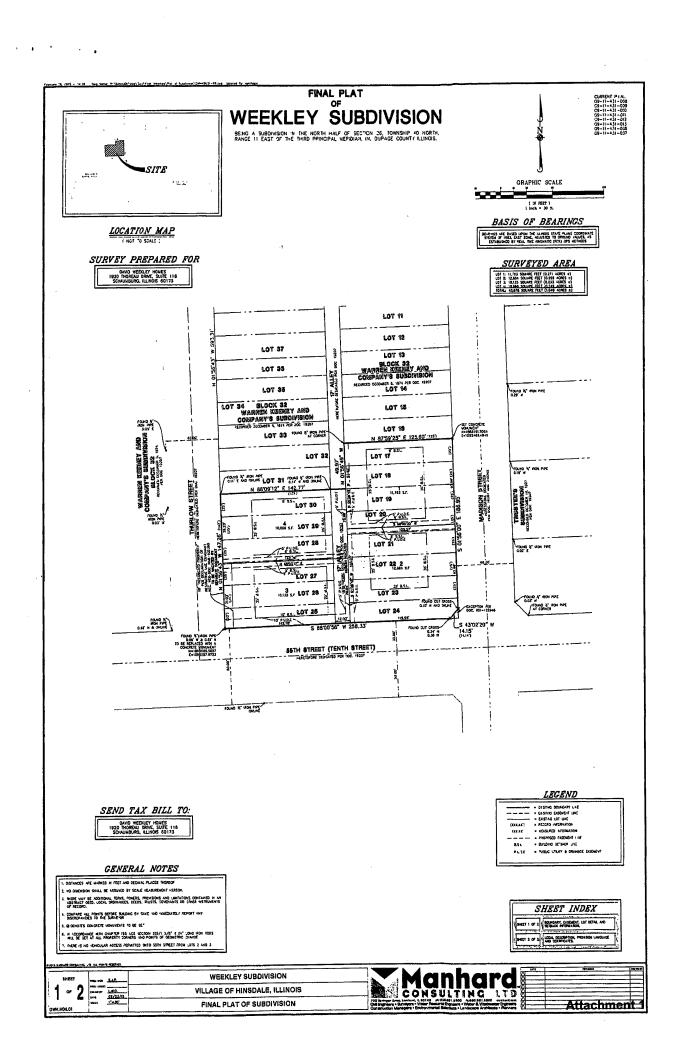
Section 3. Execution and Recordation. The Village President and Village Clerk are hereby authorized to execute and record the approved Plat of Subdivision as provided by State law and the Village Code of Hinsdale; provided, however, that they shall not do so until after the approved Plat has been executed by all other required parties, the Applicant has deposited with the Village funds sufficient to pay all Village costs of recording the Plat, and all administrative details relating to the Plat have been completed.

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

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

EXHIBIT A

APPROVED FINAL PLAT OF SUBDIVISION (ATTACHED)



FINAL PLAT OF WEEKLEY SUBDIVISION

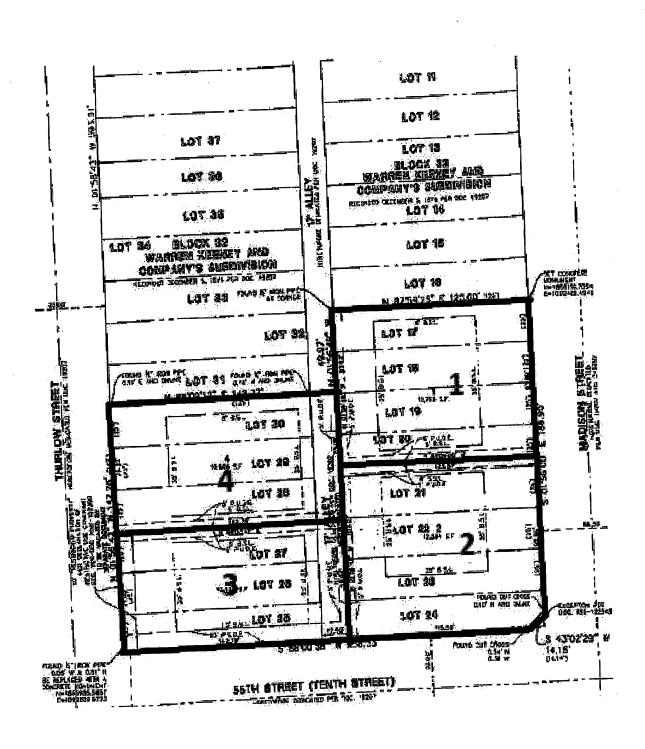
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Attachment 2: Subdivision Site Plan





VILLAGE OF HINSDALE COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant	Owner
Name: David Weekley Homes Address: 1930 Thoreau Drive, Suite 160 City/Zip: Schaumburg, IL 60173	Name: Robert R. Dylla, Sr. receiver for Address: 3321 Hobson Road, Suite A City/Zip: Woodridge, IL 60517
Phone/Fax: (847) 241 /4310 E-Mail: kseay@dwhomes.com	Phone/Fax: (630) 852 / 3700 E-Mail: rdylla@rrdcpa.com

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

Name: Joe Maschek, BSB Design, Inc.
Title: Designer
Address: 1540 E. Dundee Rd., Suite 310
City/Zip: Palatine, IL 60074
Phone/Fax: (847) 705 / 2200
E-Mail: jmaschek@bsbdesign.com

Disclosure of Village Persons of the Village with an interest in the application, and the nature and exte	nel: (List the name, address and Village pe owner of record, the Applicant or the propert of that interest)	osition of any officer or employee perty that is the subject of this
1)		
2)		
3)		

II. SITE INFORMATION

Address of subject property: 950 and 954 S. Madison Street	t, Hinsdale, IL		
Property identification number (P.I.N. or tax number): ExhibitA			
Brief description of proposed project: We would like to s	· · · · · · · · · · · · · · · · · · ·		
General description or characteristics of the site:	he property is currently operated as Belluomini's Bar, a nonconforming use		
within the R4 District			
Existing zoning and land use: R4; Bar	_		
Surrounding zoning and existing land uses:			
North: residential	South: residential		
East: residential	West: residential		
Proposed zoning and land use: R4 residential			
Please mark the approval(s) you are seeking ar standards for each approval requested:	nd attach all applicable applications and		
■ Site Plan Approval 11-604	☐ Map and Text Amendments 11-601E Amendment Requested:		
☐ Design Review Permit 11-605E			
☐ Exterior Appearance 11-606E	☐ Planned Development 11-603E		
☐ Special Use Permit 11-602E	_ :		
Special Use Requested:	 Development in the B-2 Central Business District Questionnaire 		

TABLE OF COMPLIANCE

	Minimum Code	Proposed/Existing
	Requirements	Development
		See Attachment
Minimum Lot Area (s.f.)		
Minimum Lot Depth		
Minimum Lot Width		
Building Height		
Number of Stories		
Front Yard Setback		
Corner Side Yard Setback		
Interior Side Yard Setback		
Rear Yard Setback		
Maximum Floor Area Ratio	·	
(F.A.R.)*		1
Maximum Total Building		· ·
Coverage*		
Maximum Total Lot Coverage*	•	
Parking Requirements		
Parking front yard setback		
Parking corner side yard		
setback		
Parking interior side yard		
setback		
Parking rear yard setback		
Loading Requirements		
A AAAAAAAN / STRIICHIIRA		
Accessory Structure Information		

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.
 - 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.
 - Location and height of fences or screen plantings and the type or kink of building materials or plantings used for fencing or screening.
 - 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.

PAYMENT. On the 6 +4, day of March, 201,	57, I/We have read the above certification, understand it, and agree
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to abide by its conditions.	
Kevin V- Jean	
	Signature of applicant or authorized agent
Signature of applicant or authorized agent Keyin V. Seay on behalf of	olgitatare of approximation and an arrangement of
David Weekley Homes	
Name of applicant or authorized agent	Name of applicant or authorized agent
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Notary Public

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OFFICIAL SEAL
MULM SOPALA
MOTARY PUBLIC - STATE OF RLIMOIS
MY COMMISSION EXPIRES SECONS

EXHIBIT A

DuPage County PIN Nos.

- 09 -11-431-008
- 09 -11-431-009
- 09 -11-431-010
- 09 -11-431-011
- 09 -11-431-012
- 09 -11-431-013
- 09 -11-431-030
- 09 -11-431-031
- 09 -11-431-032
- 09 -11-431-034

50% of mounts

TABLE OF COMPLIANCE

Address of subject property:					
The following table is based on the _	Zoning District.				
		Propo	ood/E	detina	
	Minimum Code				
	Requirements	Devel			4
	R-4	11 501	2	3 (0,135	
Minimum Lot Area (s.f.)	10,000 SF	11,791		142.8	
Minimum Lot Depth	125	125.6	125.6		
Minimum Lot Width	70'interior 80'com	70	80	70	70
Building Height		31.5	31.5	315	31.5
ANumber of Stories 7	3	3	3	3	3
Front Yard Setback	35'	35	35,	36,	35
Corner Side Yard Setback	35'	N/A	35	M/A	MA
Interior Side Yard Setback	6	8,	8'	8'	8,
Rear Yard Setback	25.	52,	25'	25'	25
Maximum Floor Area Ratio					
(F.A.R.)*			1000	1	
Maximum Total Building	*			1 1	2600
Coverage*	25/0	27%	24%		24%
Maximum Total Lot Coverage*	20%	45%			
Parking Requirements		4743	1 413	BOLL	327
r annual response	25%. ** 25%. ** 25%. ** 30%. **	1			1
•	3 per unit				1
Parking front yard setback ?				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
Parking corner side yard					
setroka					
Parking interior side yard		1			
setback 7					
Parking rear yard setback		<u> </u>			
Loading Requirements					
Accessory Structure					
Information					
* Must provide actual square footage	number and percentage.				
Where any lack of compliance is shown, sta	ate the reason and explain the Village's	s authority	, if any, i	o approv	e the
application despite such lack of compliance	:				

VILLAGE OF HINSDALE

COMMUNITY DEVELOPMENT DEPARTMENT

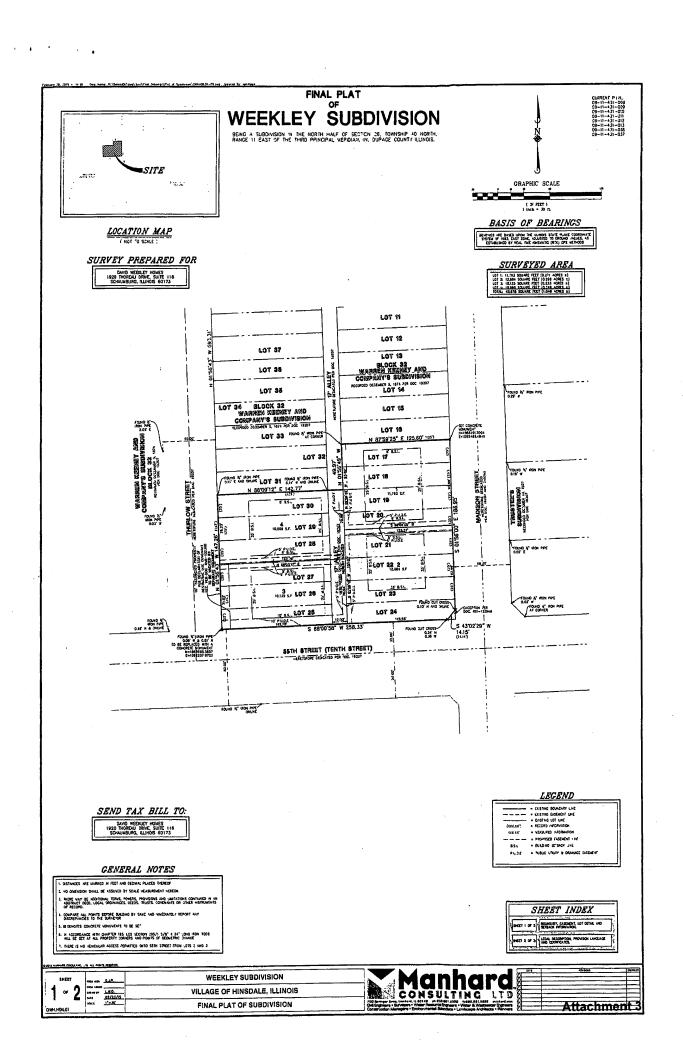
19 East Chicago Avenue Hinsdale, Illinois 60521-3489 630.789.7030

Application for Certificate of Zoning Compliance

You must complete all portions of this application. If you think certain information is not applicable, then write "N/A." If you need additional space, then attach separate sheets to this form.

Applicant's name:	David Weekler Homes
Owner's name (if different	David Weekley Homes Robert L. Dylla, Sr., Receiver for: Paul C. and Leslie A. Belluomini
	950 and 954 Madison St., Hinsdale, IL
	: [attach to this form] - a hached
Present zoning classificat	•
	y: 45,678 square feet
Lot area per dwelling:	See attached Plat and Site Plan
	x See attached
Current use of property:	Belluomini's Bar
Proposed use:	Single-family detached dwelling Other:
Approval sought:	☐ Building Permit ☐ Variation ☐ Special Use Permit ☐ Planned Development ☐ Site Plan ☐ Exterior Appearance ☐ Design Review ☐ Other:
Brief description of reque	
He went to subdiv	vide the property into 4 conforming lots within
Plans & Specifications:	
	Provided: Required by Code:
Yards:	See altached chart
front: interior side(s)	

Provided:	Required by Code:	
corner side rear		
Setbacks (businesses a	and offices): ///#	
front:		
interior side(s) corner side	/	
rear		
others: Ogden Ave. Center:		
York Rd. Center:		
Forest Preserve:		
Building heights:		
principal building(s)		Per K4 code
accessory building(s): <u>///</u>	<i>N/</i> A
Maximum Elevations:		A A
principal building(s)		ler Ky code
accessory building(
Dwelling unit size(s):	<u> 78b</u>	<u> 780</u>
Total building coverage	e: <u>780</u>	780
Total lot coverage:	_7BD	Per Ky code
Floor area ratio:	TBD	Per K4 code
Accessory building(s):	None	
Spacing between build	ings:[depict on attache	d plans] ///
principal building(s) accessory building(
Number of off-street pa		i:
Number of loading spa	ces required:	
Statement of applicant	•	
I swear/affirm that the	information provided	in this form is true and complete. I
understand that any om	ission of applicable or r	elevant information from this form could ate of Zoning Compliance.
De a pasis for deflial of t		ato of Zorming Compilation
By: Keven K	Sean	
Applicant's sign	•	
Kevin V.S. Applicant's print	eay on <u>hehalf o</u> ed name	A David Weekley Houses
Dated: March 3	, 20 /3.	



FINAL PLAT OF WEEKLEY SUBDIVISION

BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN, DUPAGE COUNTY ILLINOIS.

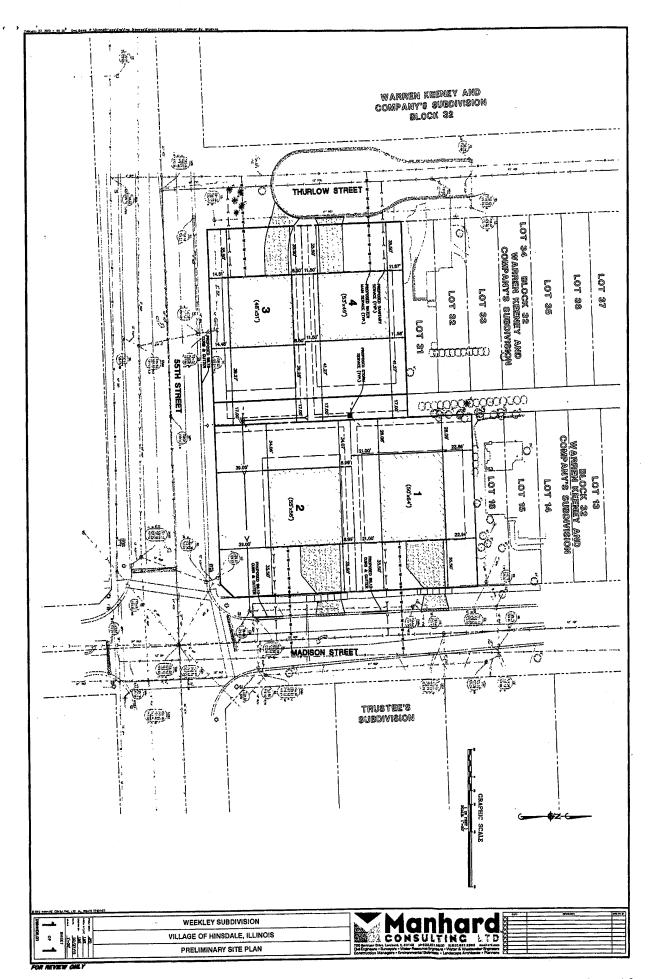


Attachment

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COUNTY OF		COLINITY OF FRESS CARDEGATE STATE OF ILLEGAS).
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BUCH EARDERTS SHALL SUPPORT THE FACATION BY PROPER AUTHORITY OF ANY STREET AND OTHER PUBLIC BLY AND PLACE SIGNA ON THIS FLAT, UNLESS STRETCHES DEPOSITS.Y SUCCESSED IN AN ORIGINATION OF FRACATION.	ADDUTED VELLOR OF HIGHER	DEGREE PROFESSIONAL LICENSE NO. 184003350 PROFESSIO
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SHEET WEEKLEY	SUBDIVISION	

VILLAGE OF HINSDALE, ILLINOIS FINAL PLAT OF SUBDIVISION



50% francish

TABLE OF COMPLIANCE

	Minimum Code			xisting	
	Requirements	Devel			4
	R-4	1 200	2	3	
Minimum Lot Area (s.f.)	10,000 55	11,791		10,135	
Minimum Lot Depth	25	125.6	125.6	142.8	
Minimum Lot Width	70'interior 80'com	70	80	70	70
Building Height		31.5	31.5	315	31.5
Mumber of Stories *	3	3	3	3	3
Front Yard Setback	35	35	35	35,	35
Corner Side Yard Setback	35'	H/A	35	N/A	11/2
Interior Side Yard Setback	52,	8,	8,	8'	8
Rear Yard Setback	25`	25.	25	25	25
Maximum Floor Area Ratio (F.A.R.)*					
Maximum Total Building	**************************************	3200\$			260
Coverage*	25/0	27%		25%	
Maximum Total Lot Coverage*	20%	45%	95%	35%	39
Parking Requirements	25%. 00%. 3 per unit	4743.7	413	3046	32
	3 per unit				
Parking front yard setback #					
Parking corner side yard≇ setback ∗					
Rarking interior side yard					
setback					
Parking rear yard setback					
					
Loading Requirements		1			
Loading Requirements Accessory Structure					
Loading Requirements Accessory Structure Information * Must provide actual square footage					

SUBDIVISION APPLICATION

Date Filed: March 3 . 20 15

19 E. Chicago Avenue Hinsdale, Illinois 60521 (630) 789-7033	
Subdivision Title:	Weekley Subdivision
Street Address:	950 and 954 S. Madison Street, Hinsdale, IL
Existing Square Footage: 4	5,678 Proposed Square Footage: 45,678 Zoning District &4
Permanent Index Number(s	s): See attached Exhibit A
Name of Applicant:	David Weekley Homes
Address of Applicant: 16	130 N. Thoreau Dr., Suite 160, Schaumburg, Il 60173
Applicant's Phone/Fax Nur	mber: (847) 241- 4310
Applicant's E-Mail:	kseay @ dwhomes.com
Applicant's Signature:	Keven V. Loay
Property Owner:	Robert R. Dylla, Sr. receiven for: Paul L. and Leslie A. Belluomini
Owner's Address:	3321 Hobson Road, SuiteA, Woodridge, Il 60517
Owner's Signature:	Ca Sollet Ressure

FOR OFFICE USE ONLY
Accompanying this application are the following:

Subdivision Application

ENVIRONMENTAL & PUBLIC SERVICES COMMITTEE

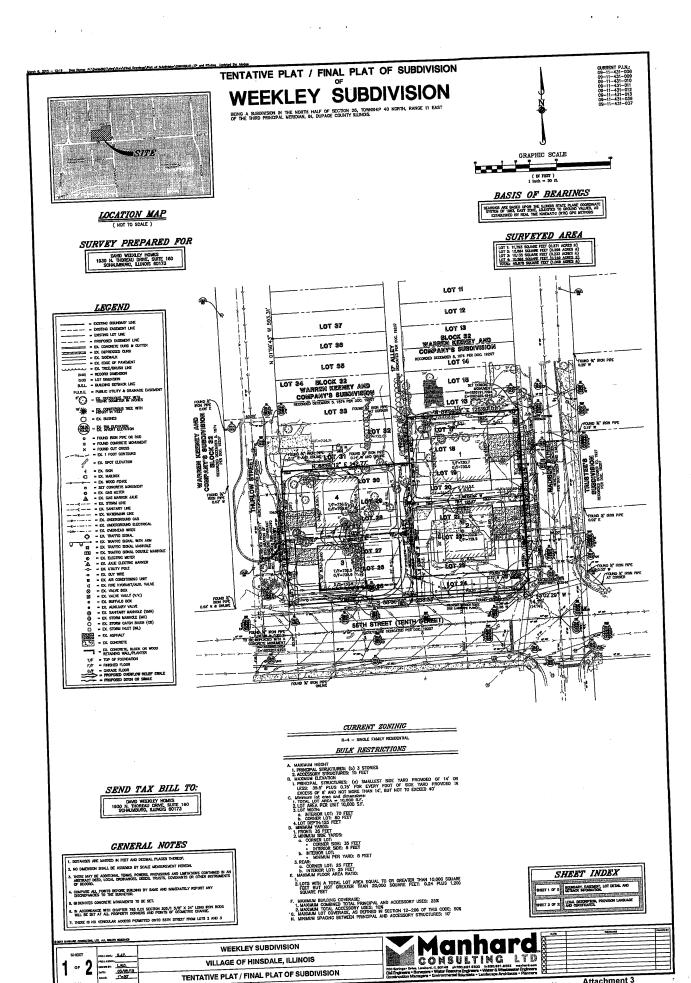
TO:

- 3 Folded Copies of Plat of Subdivision (<u>Do Not Sign Copies</u>) Applicant Keeps Original Current Folded Plat of Survey
- Proof of Ownership
- Letter Allowing Village to Record Plat of Subdivision
 Letter from the School Districts (or plat block signed by property owner) identifying all school districts
- Processing Fee in the Amount of \$ 600.00

EXHIBIT A

DuPage County PIN Nos.

- 09 -11-431-008
- 09 -11-431-009
- 09 -11-431-010
- 09 -11-431-011
- 09 -11-431-012
- 09 -11-431-013
- 09 -11-431-030
- 09 -11-431-031
- 09 **-11-431-032** 09 **-11-431-034**



Attachment 3

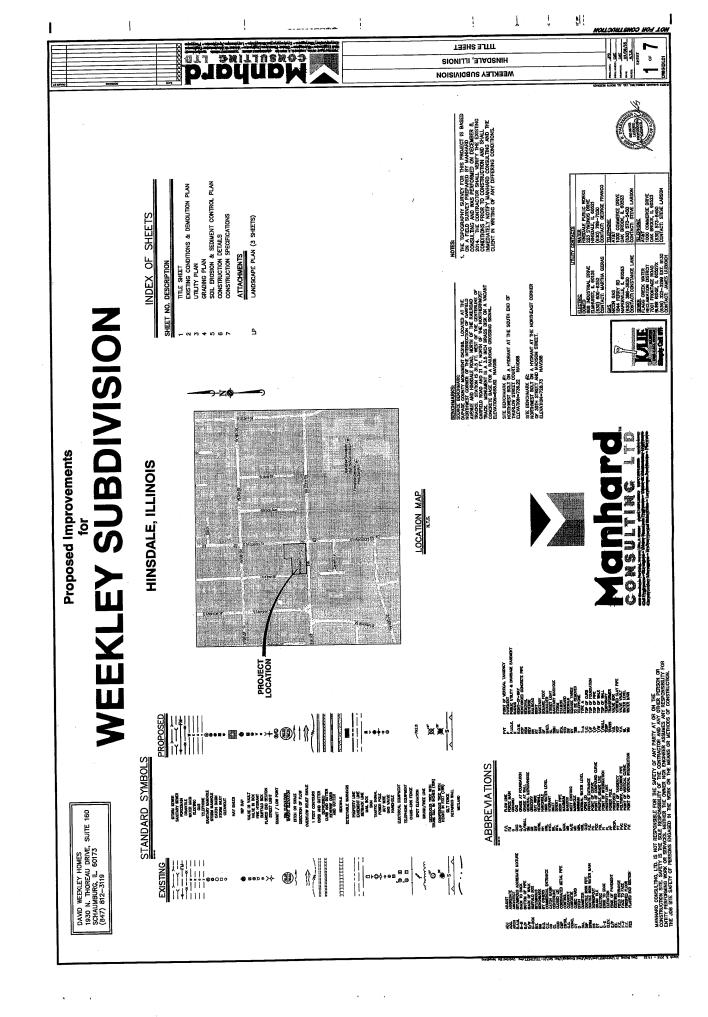
TENTATIVE PLAT / FINAL PLAT OF SUBDIVISION OF

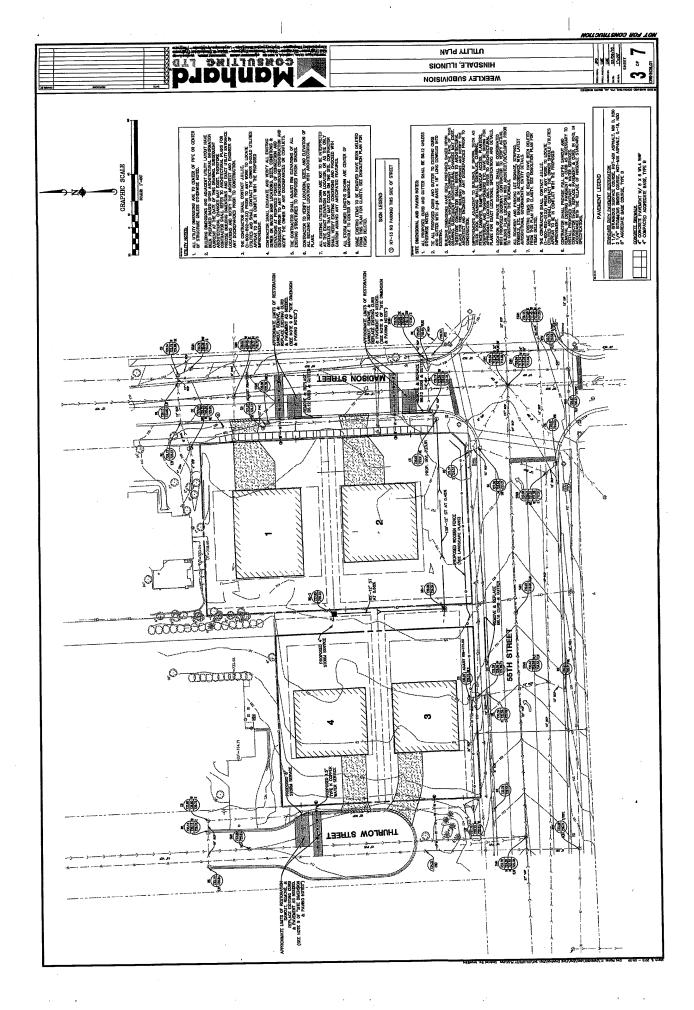
WEEKLEY SUBDIVISION BEING A SUBDINGS IN THE NORTH HALF OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THEM PRINCIPAL LISTOMAN, IN, OLDFACE COUNTY LINKS.

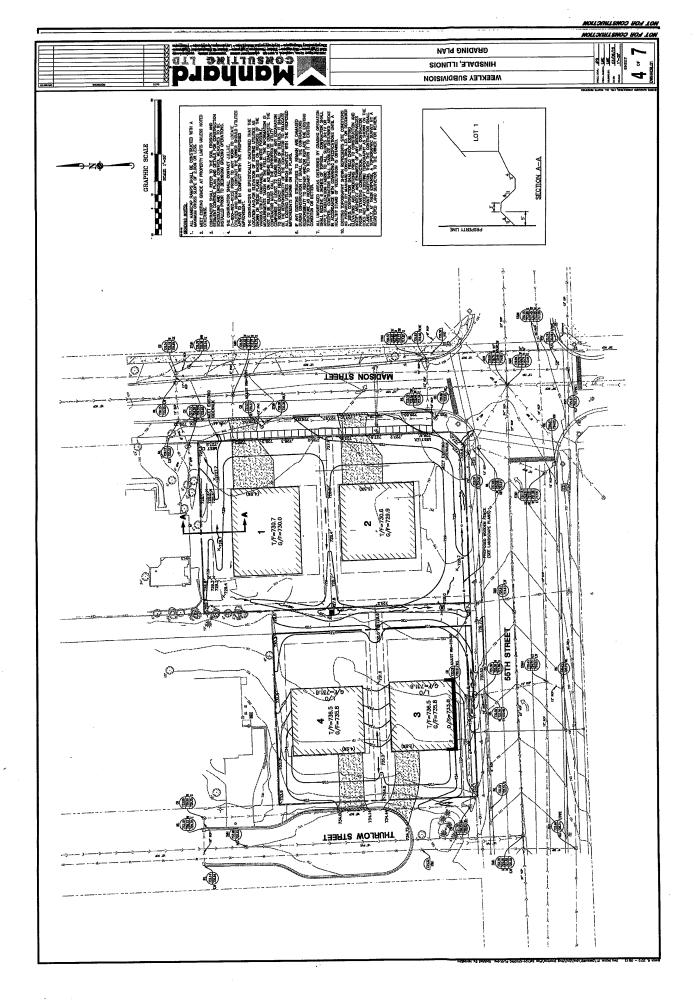


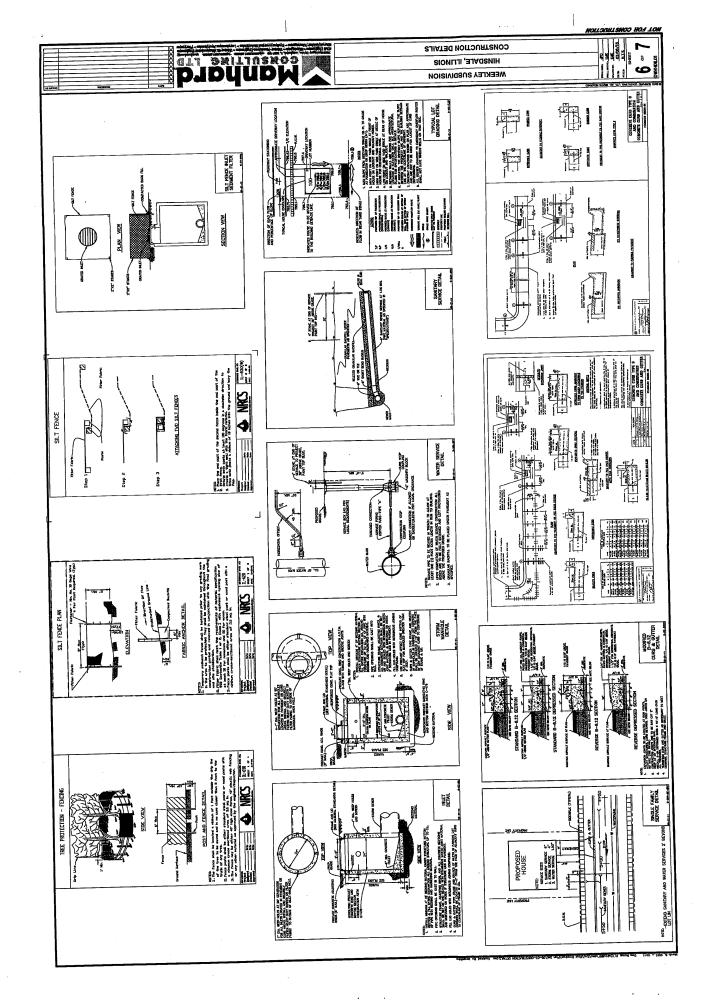
OWNER'S CONSENT		
STATE OF		COUNTY CLERK'S CERTIFICATE
COUNTY OF		STATE OF ILLINOIS)
THE UNDERSIONED		COUNTY OF DUPPAGE)
THE UNDERSIONED. HE (SHE/THEN/TH) S. THE HOLDER OF THE LEGAL THE OF ALL OF THE PROPERTY ODDERSED. HERICAL AND HAN IT HAS CAUSED SAD PROPERTY TO BE SURVEYED AND SUBJOUNDED AS		THE RESERVE AND ADDRESS OF THE PARTY AND ADDRE
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ALL GRADE SCHOOL OSTROCT NO. 181 HACH SCHOOL DISTROCT NO. 50 JUNIOR COLLEGE OSTROCT NO. 502		OND UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF DUPAGE COUNTY, LUNCOS, THIS DAY OF
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DATED THIS DAY OF AD., 2015.		COUNTY CLERK
BY:		
BY		
•		
NOTARY PUBLIC		RECORDER'S CERTIFICATE
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COUNTY OF)		COUNTY OF DU PACE)
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		SURFACE WATER STATEMENT
		STATE OF ILLINOIS)
		COUNTY OF DUPAGE)
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COUNTY OF DUPAGE)		SUBLIVISION
ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE COUNTY,		DATED THIS DAY OF 2015.
ELINOIS AT A MIZETINO HELD THISDAY OF A.D. 2015.		COURS BECARDER WARE HOTEL
BY: PRESIDENT OF THE BOARD OF TRUSTIES		(DITER ENGNEETE HARE HERE) LILHUS REZISTATION HARESTONAL ENGNEET ILIJUS REZISTATION HAMBER 022—
		LICENSE EXPRES NOVEMBER 30, 2015
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		PERMISSION TO RECORD.
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VILAGE ENGINEER STATE OF LIMINOS		
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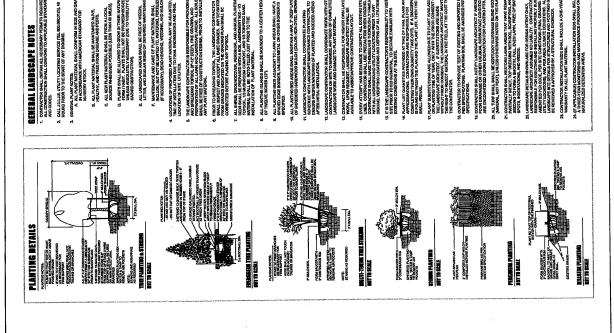
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DETENTION / NATURAL AREAS NOTES NOTES

NOTE! ACTUAL PLANT QUANTITIES, SIZES, AND BOTANICOCOMMON NAMES SHALL BE PROVIDED AT TIME OF FINAL LANDSCAPE PLAN. PLANT SYMBOLS KEY



EXISTANG DECIDIOUS TREE









47.05



PERENNAL FLOWERS & GROUNDCOVER, 1 GALLON SMALL OFFVAMENTAL GRASS,

DAVID WEEKLEY HOMES

Schausers, fl. MARCH 6, 2015

528 SKYLINE DRIVE ALGONQUIN IL 60102 847 878 4018

GENERAL LANDSCAPE NOTES

PLANT & MATERIALS LIST (LAND DEVELOPMENT) 11.0 LAND DEVELOPMENT LANDSCAPE PLAN

EXISTING SHRUBS & PERENNIALS

















dickson design

STUDIO

SHEET KEY

PLANT & MATERIALS LIST

FENCE DETAIL

L1.1 FOUNDATION LANDSCAPE PLANS

4-10T SUBDIVISION 15TH STREET - RINSDAME, IL final landscape plan²

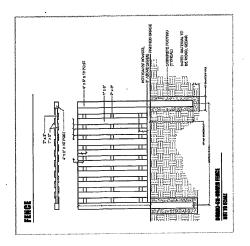
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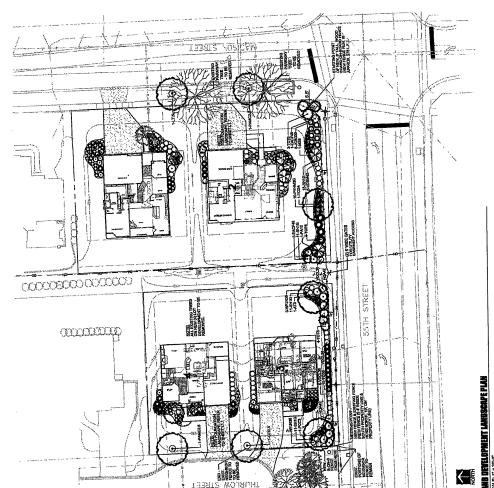
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Attachment 3



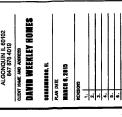
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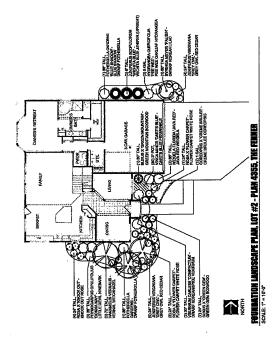


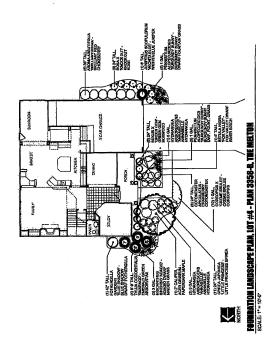


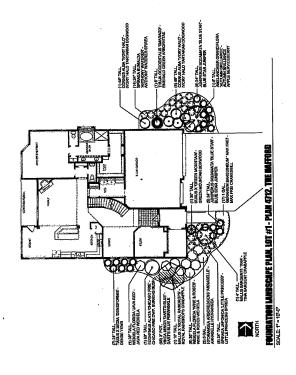


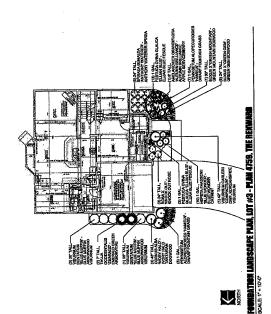


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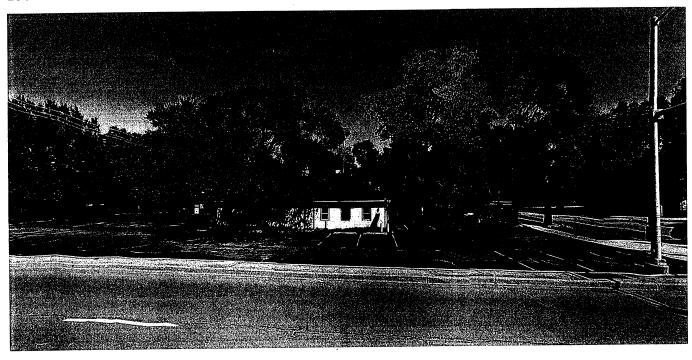




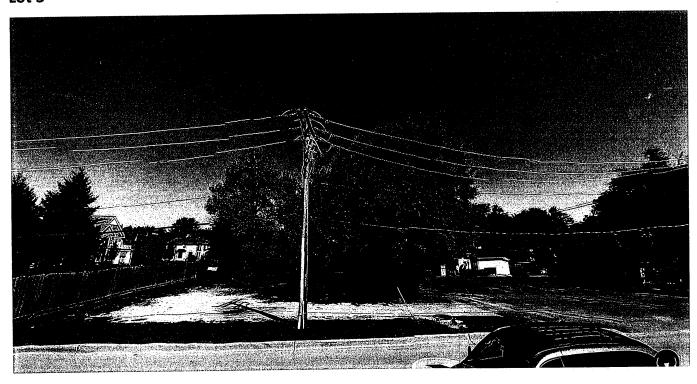


Attachment 4: North Street View from 55th Street

Lot 2



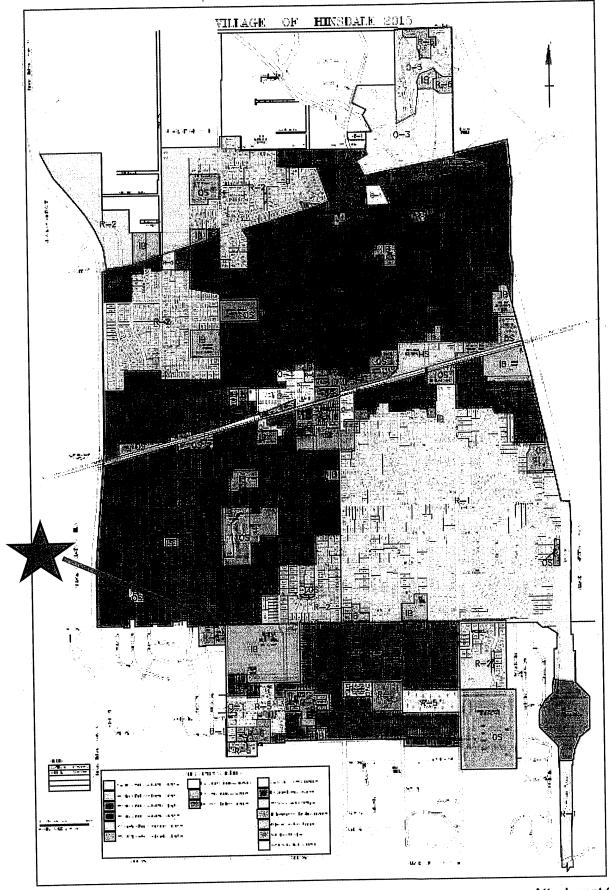
Lot 3



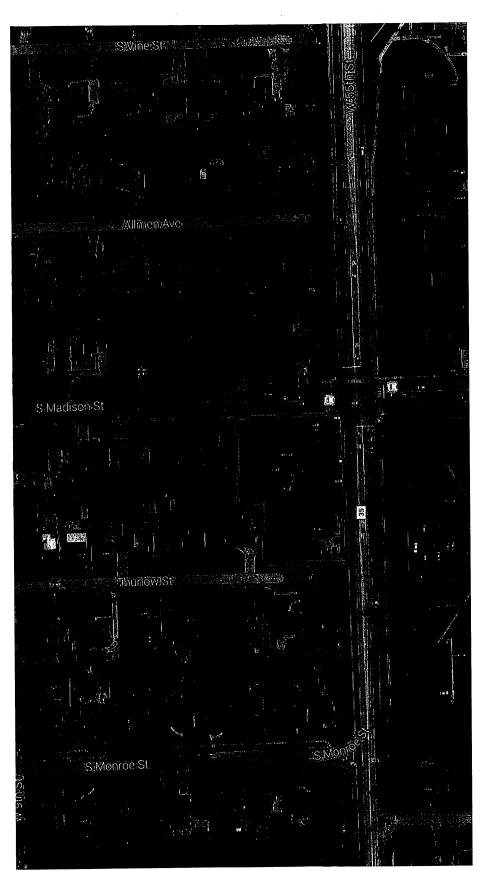
DATE: April 21, 2015

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MOT	TON: To Reco ion of an Unin Purchase Pric	mmend Adoption of A proved Alley Situated e of \$34,000.	an Ordinance A West of and A	uthorizing the Va djoining 950 and	cation of a Certain 954 S. Madison Sti
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Attachment 6: Village of Hinsdale Zoning Map and Project Location



Attachment 7: Neighborhood Satellite View



NORTH





HINSDALE PLAN COMMISSION

RE: 950 & 954 Madison - David Weekley Homes - Tentative and Final Plat Approval

DATE OF PLAN COMMISSION REVIEW:

April 8, 2015

DATE OF BOARD OF TRUSTEES MEETING - 1ST READING: April 21, 2015

FINDINGS AND RECOMMENDATION

I. FINDINGS

- 1. The Village of Hinsdale has received an application from David Weekley Homes, Schaumburg, Illinois, proposing to subdivide 14 lots at 950 and 954 Madison Street into four conforming lots within the R-4 Single Family Residential District. The site for decades, has been utilized as a family-owned restaurant and tavern.
- 2. The single family residential districts aims to perpetuate the existing high quality residential character of the Village by preserving established neighborhoods and encouraging new residential development consistent with the overall character of the Village.
- 3. 950 and 954 Madison Street is bordered to the North, East and West by properties zoned R-4 (Single Family Residential) and R-6 (Multi-Family Residential) to the South.
- 4. At the April 8, 2015 Plan Commission (PC) meeting, the PC heard a presentation from the applicant and reviewed the applicant's plat of subdivision site and landscaping plan at the above location.
- 5. A few Commission members questioned if the application should be considered before or after the alley vacation/sale is completed.
- 6. Questions raised at the meeting included: (1) If the appraised value of the Village-owned alley is suitable compared to the potentially higher "market value", given its necessity for the residential 4 lot project to conform to the Zoning Code. (2) Additional clarification for the tree removal and replacement plan and (3) Safety concerns based on the existing fence to remain along 55th Street and a potential sidewalk, per the Village Plan and future staff review.

II. RECOMMENDATIONS

Following a motion to recommend approval of the proposed plat of subdivision plan, the Village of Hinsdale Plan Commission, on a vote of seven (7) "Ayes," two (2) "Nayes," and zero (0) "Absent," recommends that the President and Board of Trustees approve the plat of subdivision for 950 and 954 Madison Street – David Weekley Homes, subject to tree removal/replacement and sidewalk review and clarification.

THE HINSDALE I	PLAN COMMISSION	
By:Chair	man	
Dated this	day of	, 2015.

6F

DATE: April 21, 2015

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING
SECTION NUMBER First Readings - EPS	DEPARTMENT Public Services
ITEM Alley Vacation Request – 950/954 S. Madison	APPROVAL Dan Deeter Village Engineer

Attached please find an ordinance vacating the public alley adjacent to 950 & 954 S. Madison commonly known as Belluomini's. Because this alley vacation is part of the resubdivision of the area for the proposed Weekley Subdivision, staff is presenting this to the Board of Trustees as a first reading rather than on the consent agenda as is standard practice.

Staff has reviewed the infrastructure requirements for this alley. There are no current infrastructure conflicts on this alley. The alley has previously had vacations approved, is not accessible to vehicles, and is therefore not a through-alley right-of-way. Staff recommends approval of the vacation.

Also included is the appraisal report for the vacated property per the standard practice of the Environment and Public Services Committee. The appraiser established the value of the property at approximately \$13.50 per square foot. The property to be vacated contains an area of 2,499 square feet. The total appraised value of the property is \$34,000.

A plat of vacation will be prepared upon approval of this request for recording at DuPage County. To allow for potential future utility use of the alley, the plat of vacation will include a utility and drainage easement.

MOTION: To Recommend Adoption of An Ordinance Authorizing the Vacation of a Certain Portion of an Unimproved Alley Situated West of and Adjoining 950 and 954 S. Madison Street at a Purchase Price of \$34,000.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE AC	CTION:			
		4 - 14 - 14 - 14 - 14 - 14 - 14 - 14 -		
BOARD ACTION	N:			

VILLAGE OF HINSDALE

ORDINANCE NO.		
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AN ORDINANCE AUTHORIZING THE VACATION OF A CERTAIN PORTION OF AN UNIMPROVED ALLEY SITUATED WEST OF AND ADJOINING 950 AND 954 S. MADISON STREET IN THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS

WHEREAS, the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "Village") is a duly authorized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the property owner of 950 & 954 S. Madison Street, Hinsdale, Illinois, which property is identified by permanent index number ("P.I.N.") 09-11-431-036 and 09-11-431-037, has requested that a certain portion of an alley, as more fully described below, be vacated in order to be developed and maintained by said property owner; and

WHEREAS, Section 11-91-1 of the Illinois Municipal Code, 65 ILCS 5/11-91-1 *et seq.* (2007) (the "Code"), authorizes the Village to determine whether or not the public interest is served by vacating an alley, or part thereof, within its corporate boundaries, by an ordinance duly adopted by the affirmative vote of three-fourths of the trustees then holding office; and

WHEREAS, the Code further provides that upon vacation of an alley, or any part thereof, by the Village, title to the vacated property vest in the then owner or owners of land abutting thereon; and

WHEREAS, the Village President and Board of Trustees of the Village of Hinsdale (the "Corporate Authorities") have determined that the relief to the public from the further burden and responsibility of maintaining a certain portion of the alley, as more fully described below, and to return said portion to the tax rolls for the benefit of all taxing bodies is in the public interest.

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

<u>Section 1</u>. <u>Recitals Incorporated</u>. The above recitals and findings are incorporated herein and made a part hereof.

<u>Section 2</u>. <u>Vacation of Unimproved Alley</u>. Pursuant to the terms of this Ordinance, the Village shall vacate a 17' x 146.92' portion of the unimproved alley situated west of and adjoining 950 and 954 S. Madison Street, Hinsdale, Illinois (the "Subject Property"), legally described, as follows:

Lots 17 – 24 in the Keeney, Warren, & Company's Subdivision Block 32 in the Town of Hinsdale in Section 11, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois

P.I.N. 09-11-431-036 09-11-431-037

- Section 3. Plat of Vacation Approved. The Plat of Vacation, a copy of which is attached hereto as Exhibit A and made a part hereof, is approved.
- Section 4. Conditions of Vacation. The Subject Property is vacated subject to any existing easement of public record for any public or private utility for the maintenance, renewal and construction or reconstruction of public and private utilities and that the Village reserves unto itself as a corporate municipality and to any public utility, its successors or assigns, the right to maintain and relocate any respective facilities in, under, across and along those parts of the public alley as herein vacated, with the right of access thereto at all times for any and all such purposes as may be reasonably required for the construction, maintenance and efficient operation of said equipment pursuant to any existing easement of public record.
- Section 5. Payment of Consideration and Title to Vacated Property. Upon the vacation of the Subject Property, title thereto shall be acquired by and vest to the property owner of 950 and 954 S. Madison Street, Hinsdale, Illinois upon the payment of thirty-four thousand dollars (\$34,000.00) to the Village by the property owner as fair market value for the Subject Property. The vacation of the Subject Property, and the recording of the Plat of Vacation, shall not be effective until said payment is received pursuant to Section 11-91-1 of the Code, 65 ILCS 5/11-91-1.
- <u>Section 6</u>. <u>Execution of Documents</u>. The Village President, Village Clerk and all other officials are hereby authorized to take any and all action and execute any and all documents required to implement said vacation and record this Ordinance and the Plat of Vacation with the applicable county recorder of deeds upon the payment of the consideration set forth in Section 5 of this Ordinance.
- Section 7. Severability and Repeal of Inconsistent Ordinances. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. Effective D after its passage, approvalaw.	<u>ate</u> . This Ordinar al, and publication	nce shall be in full force and effect from and in pamphlet form in the manner provided by
PASSED this	day of	, 2015.
AYES:		
NAYES:		
ABSENT:		
APPROVED this	day of	, 2015
		•
	Th	nomas Cauley, Village President
ATTEST:		
Christine Bruton, Village	Clerk	

APPRAISAL REPORT

٠,

A 17' X 147' PORTION OF THE UNIMPROVED ALLEY SITUATED WEST AND ADJOINING 950 SOUTH MADISON STREET HINSDALE, ILLINOIS

Prepared For

Mr. Dan Deeter Village of Hinsdale 19 East Chicago Avenue Hinsdale, Illinois 60521

Prepared By

C.A. Benson & Associates, Inc. 419 North La Grange Road La Grange Park, Illinois 60526

C.A. BENSON & ASSOCIATES, INC. 419 North La Grange Road - La Grange Park, IL 60526 P.O. Box 157 - La Grange, IL 60525

(708) 352-6056 Fax (708) 352-6070

March 25, 2015

Mr. Dan Deeter Village of Hinsdale 19 East Chicago Avenue Hinsdale, IL 60521

Re: Appraisal of a 17' x 147' portion of unimproved alley situated west and adjoining 950 South Madison Street, Hinsdale, Illinois

Dear Mr. Deeter:

In accordance with your request, I have inspected the above captioned property and analyzed all pertinent factors relative to it in order to estimate its "as is" market value of the fee simple interest. The property was inspected on March 11, 2015, which is the effective date of this valuation.

The property consists of a 17' x 147' portion of unimproved alley located west and adjoining 950 South Madison Street, Hinsdale, Illinois. It contains 2,499 square feet and is zoned R-4, Single-Family Residential.

Based on this analysis, it is my opinion that the "as is" Market Value of the subject property as of March 11, 2015 was

THIRTY-FOUR THOUSAND DOLLARS (\$34,000)

This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it presents discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

PURPOSE OF THE APPRAISAL:

The purpose of this appraisal is to provide my best estimate of the market value of the subject real property as of the effective date. *Market Value* is defined by the federal financial institutions regulatory agencies as follows:

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;

2. Both parties are well informed or well advised, and acting in what they consider their own best interests:

3. A reasonable time is allowed for exposure in the open market;

- 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions (f))

INTENDED USE: The function of this appraisal is to assist the Village of Hinsdale with a possible sale of the subject.

INTENDED USER: The intended user of this appraisal report is the Village of Hinsdale.

INTEREST VALUED: Fee simple

DATE OF INSPECTION: March 11, 2015

EFFECTIVE DATE OF VALUE: March 11, 2015

DATE OF REPORT: March 25, 2015

APPRAISAL DEVELOPMENT AND REPORTING PROCESS: In preparing this appraisal, I have

- Inspected the subject property;
- Examined a Plat of Survey and the Sidwell Plat Book to obtain the size of the subject;
- Reviewed Public Records, Flood Hazard Rate Map and pertinent real estate tax and zoning information.
- Gathered and confirmed information on comparable sales;
- Applied the Sales Comparison Approach to Value to arrive at an indicated value.

This Appraisal Report is a recapitulation of my data, analyses and conclusions. Supporting documentation is retained in my file.

COMPETENCY OF THE APPRAISER: The appraiser has the appropriate knowledge and experience to complete this assignment competently as illustrated by the Qualifications of the Appraiser statement contained within this report.

DESCRIPTION OF REAL ESTATE APPRAISED:

The subject property is situated in the Village of Hinsdale, approximately 20-miles southwest of the City of Chicago's Central Business District. Hinsdale is bordered by Oak Brook to the north, Burr Ridge to the south, Western Springs to the east and Clarendon Hills to the west.

Hinsdale is a residential community that has a population of 16,834 residents as of the 2010 census and an average family income of \$150,024 (2009). Over the past 12 months, the average sale price of a single-family residence in Hinsdale was \$1,057,667, which is a 4% decrease from the prior 12 month average sale price of \$1,102,364. This is reflective of a small difference and overall trend is toward a stabilization in values.

Hinsdale is a substantially built-up community and is one of the communities in the Southern DuPage County suburbs, which include Burr Ridge, Clarendon Hills, Darien, Downers Grove, Glen Ellyn, Lisle, Naperville, Oak Brook, Oakbrook Terrace, Warrenville, Westmont, Wheaton, Willowbrook, Winfield and Woodridge. The majority of these are mid-aged to older established communities that have reached maturity. Redevelopment of new single-family residences is occurring in Hinsdale, Clarendon Hills and Downers Grove on sites where older residences have been demolished. The overall composition of the area provides most amenities such as adequate employee base, established commercial/residential areas and municipal services, educational facilities, etc. The area hospitals include Good Samaritan, La Grange Community and Hinsdale. Hinsdale has a thriving central business district and the Oak Brook Center and Yorktown Center regional shopping malls are in nearby driving distance.

The major transportation systems include the North-South Tollway (I-355), the Tri-State Tollway (I-294) and the East-West Tollway (I-88). In addition, the Metra Commuter Trains and Pace Buses service Hinsdale.

More specifically, the subject property is located in the southwest section of Hinsdale. The immediate area is approximately 98% built-up with single-family residences of varying architectural designs in the range of 0 to 80+ years. The price range varies from \$350,000 for smaller existing single-family residences to in excess of \$1,500,000 for new custom two story residences. Many of the older, smaller residences have been torn down and redeveloped with large custom single-family residences. The immediate occupancy of the neighborhood consists of professionals, executives and white-collar workers. Maintenance level is good and there were no adverse conditions noted on the date of inspection.

Overall, the community of Hinsdale and the subject neighborhood are stable without any land changes anticipated with the exception of residential development of new single residents on lots that were previously improved with older homes. The strengths of the community include the viable central business district, the good community services, ample shopping, proximity to major transportation systems and the historically strong demand for residential, retail and office properties.

The subject property is a 17' x 147' rectangular section of unimproved alley situated west and adjoining 950 South Madison Street. It is irregular in shape and has a calculated area of 2,499 square feet. It is in an R-4, Single Family Residence District which requires a minimum lot area of 10,000 square feet and 70 or 80 feet of street frontage depending on whether the site is an interior or corner parcel. The subject property is not buildable and would be of use only to the adjoining property owner. It is in a zone "X" area of minimal flooding activity per FEMA Map #17043C0903H, dated December 16, 2004.

ESTIMATE OF EXPOSURE TIME:

The subject property is a 17' x 147' section of an unimproved alley, which can only be sold to the adjoining property owner. As such, estimating a marketing time is futile as a potential sale is reliant on the adjoining property owner's willingness to buy the property. The typical marketing time for area buildable sites and single-family residences is 3 to 9 months.

The subject is in proximity to the busy intersection of 55th Street and Madison Street. Land values would be negatively affected by the traffic of 55th Street and the above average traffic flow on Madison Street.

PERMANENT INDEX NUMBER:

The subject is a section of unimproved alley, which has no permanent index number.

TOTAL 2013 ASSESSED VALUE: Not assessed

THREE-YEAR PROPERTY HISTORY:

According to FIRREA and the Uniform Standards of Professional Practice of the Appraisal Foundation, I am required to report and analyze any sale transactions involving the subject property during the past three years or any listing or pending sale transaction involving the subject property.

The subject is part of an unimproved alley under ownership by the Village of Hinsdale. This appraisal will be used as an estimate of market value for a possible sale of the property.

HIGHEST AND BEST USE ANALYSIS:

The subject consists of a 17' x 147' rectangular shaped portion of unimproved alley. It cannot be developed by itself and has value only to the adjoining property owner. It is my opinion that the highest and best use of the subject property is in conjunction with the adjoining residential property.

SUMMARY OF ANALYSIS AND VALUATION:

As indicated, the Sales Comparison Approach to Value will only be used.

SALES COMPARISON APPROACH TO VALUE AS IMPROVED:

Definition: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison, and making adjustments to the sale prices of the comparables based on the elements of comparison.*

*Source: Page 255, The Dictionary of Real Estate Appraisal, Appraisal Institute, Fourth Edition.

SALES COMPARISON APPROACH TO VALUE - Continued

In order to estimate the market value of the subject property by the Sales Comparison Approach, I have analyzed the following sales.

- 1. 924 Allmen Street, Hinsdale was reported sold in April 2014 for \$300,000. This is an 83.9 foot by 131.81 foot parcel zoned R-4, containing 11,059 square feet. The sales price was equal to \$27.13 per square foot.
- 2. 227 West 55th Street, Hinsdale was reported sold in January 2014 for \$349,530. This is an 80 foot by 297 foot parcel zoned R-4, containing 23,670 square feet. The sales price was equal to \$14.71 per square foot.
- 3. 936 South Quincy Street, Hinsdale was reported sold in July 2014 for \$375,000. This is a 75 foot by 125 foot parcel zoned R-4, containing 9,375 square feet. The sale price was equal to \$40.00 per square foot.
- 4. **950 South Madison Street, Hinsdale** is under contract for purchase at 1,400,000. This is a 197 foot by 125 foot parcel plus a 147 foot by 125 foot parcel to the west of an adjoining alley zoned R-4, containing 43,000+/- square feet. The contract price was equal to \$32.56 per square foot.

Commentary

Sales 1, 2 and 3 were all improved with older smaller single-family residences and the sale prices were reflective of land value. Since their acquisitions, two of the existing residences have been demolished. Comparable 4 is a contract pending of the land adjoining the subject. It is improved with a tavern and a residence that will be demolished by the buyer. The above comparables range from \$14.71 to \$40.00 per square foot. Comparable 2 was accessed off of 55th Street only and required an upward adjustment. Comparable 3 is in a superior side street location and warranted a downward adjustment. Comparable 1 adjoins 55th Street and is rated similar to the subject. Comparable 4 is adjoining the subject and is similar in location. Based on the above analysis, it is my opinion that \$30.00 per square foot represents the value of a buildable site in the subject's location.

The subject consists of a 2,499 square foot unimproved alley that is not buildable and can only be sold to an adjoining property owner. Historical comparisons of varying size sites indicated that additional rear site area above the standard size lot contributes at a rate of 45% of the base lot. For this analysis, 45% of the \$30.00 average value of a buildable site in the subject's location or \$13.50 per square foot will be used.

SALES COMPARISON APPROACH TO VALUE - Continued

Based on the above analysis, it is my opinion that \$13.50 per square foot is indicated for the subject property.

2,499 square feet @ \$13.50 per square foot =

\$33,736

INDICATED VALUE BY THE SALES COMPARISON APPROACH:

\$34,000

COMMENT AND FINAL VALUE CONCLUSION:

Based on the sales data analyzed in this report, it is my opinion that the "as is" fee simple market value of the subject property as of March 11, 2015 was

THIRTY-FOUR THOUSAND DOLLARS (\$34,000)

Respectfully submitted,

C.A. BENSON & ASSOCIATES, INC.

Charles A. Benson, Jr., SRA

Illinois State Certified General Real Estate Appraiser

License #553.000387 (Exp. 9/30/15)

ASSUMPTIONS AND LIMITING CONDITIONS

- 1. This Appraisal Report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it might not include full discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
- 2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
- 3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
- 4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
- 5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
- 6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
- 7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
- 8. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in this report.
- 9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in this appraisal report.

ASSUMPTIONS AND LIMITING CONDITIONS - Continued

- 10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
- 11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
- 12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
- 13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, ureaformaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimated is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
- 14. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability or utility.
- 15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
- 16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

ASSUMPTIONS AND LIMITING CONDITIONS - Continued

- 17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with property written qualification and only in its entirety.
- 18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

CERTIFICATION

I certify that, to the best of my knowledge and belief....

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinion, and conclusions are limited only by the reported assumptions and limiting conditions, are my personal, impartial, and unbiased professional analyses.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediate preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant professional assistance to the person signing this certification.
- the reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Charles A. Benson, Jr., SRA

Illinois State Certified General Real Estate Appraiser

License #553.000387 (9/30/15)

QUALIFICATIONS OF CHARLES A. BENSON, JR.

EDUCATION

University of Wisconsin, Madison, B.B.A., 1974 Majored in Real Estate and Urban Land Economics

APPRAISAL COURSES SUCCESSFULLY COMPLETED

S.R.E.A. Courses 101 (1972), 201 (1976), 202 (1989) A.I.R.E.A. Course VIII (1978) Standards of Professional Practice - Parts A & B, Appraisal Institute 1998 USPAP Update - 2014-2015

SEMINARS

Residential Design and Functional Utility; Subdivision Analysis; Rates, Ratios & Reasonableness; Valuation Under Federal Lending Regulations: Appraisal of Retail Properties; Industrial Valuation: Conditions of the Chicago Real Estate Market, 2012; Fair Lending and the Appraiser: Valuation of Detrimental Conditions in Real Estate; Partial Interest Valuation – Undivided; Forecasting Revenue; Illinois Appraiser's Update – 2004 thru 2014; Professionals Guide to the Uniform Residential Appraisal Report; Appraisal Challenges: Declining Markets and Sales Concessions; The Discounted Cash Flow Model: Concepts, Issues and Applications.

EXPERIENCE

Actively engaged in the real estate appraisal business since 1975; has made appraisal of thousands of properties of various types including single family residences, apartment buildings, commercial, industrial, special use properties and vacant land.

CLIENTS

Appraisal clients include: Inland Bank, American Metro Bank, First National Bank of LaGrange, Highland Community Bank, Cathay Bank, Pacific Global Bank, Suburban Bank & Trust, United Trust Bank, The Village of Hinsdale, attorneys, individuals, corporations and others.

Qualified as an expert witness for the Circuit Court of Cook County and the Circuit Court of DuPage County.

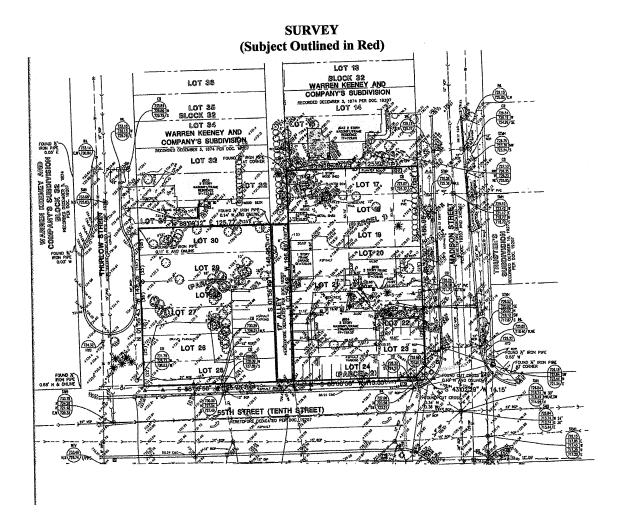
AFFILIATIONS

- The Appraisal Institute Received SRA designation in April 1988.
- Holds State of Illinois Real Estate Managing Broker's License #471.011778.
- Member of the Mainstreet Organization of Realtors.
- State Certified General Real Estate Appraiser, State of Illinois, License No. 553.000387.

ADDENDUM

Sidwell Map Survey

	SIDWELL MAP	
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DATE: April 21, 2015

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING
SECTION NUMBER First Reading - EPS	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	<u>\$ 128,387</u>
•	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 an IGA at their meeting on 03/03/2015. The IGA was subsequently approved by the County Board at their 03/10/15 meeting. The Village is requesting the DuPage County Stormwater Committee review and approve this revised IGA at their 04/21/15 meeting. The County Board would then have to approve the revised IGA at their meeting on 04/28/15.

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 ACT	TON:			
BOARD ACTION:				

6g.

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, on behalf of Graue Mill Homeowners Association, 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 and Graue Mill Homeowners Association 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 COUNTY shall be primarily responsible for the FLOOD PROTECTION COMPONENT 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.

- 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), which the Graue Mill Homeowners Association submitted to the VILLAGE in May, 2014, which document is incorporated herein by reference but is not attached hereto due to space limitations.
- 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, though the VILLAGE may enter into a separate agreement, including but not limited to an agreement with the Graue Mill Homeowners Association, to satisfy these responsibilities. The VILLAGE and DISTRICT may use consultants and contractors to conduct such maintenance and monitoring duties.
- The Parties acknowledge that the PROJECT, and the Parties' ability to perform 2.4 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 will utilize its best efforts to obtain all land rights (excepting land rights over DISTRICT-owned property) necessary to construct, access and maintain the PROJECT; and d) the VILLAGE'S agreement with the Graue Mill Homeowners Association.

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 Unless otherwise agreed between the VILLAGE and the Graue Mill Homeowners Association, 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. The VILLAGE may enter into a separate agreement, including but not limited to an agreement with the Graue Mill Homeowners Association, to satisfy these cost overruns, but shall remain the primary responsibility of the VILLAGE under this AGREEMENT.
- 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. The VILLAGE may enter into separate agreements, including, but not limited to an agreement with the Graue Mill Homeowners Association, to satisfy any reimbursement contemplated by this Section 3.3, but this reimbursement shall remain the primary responsibility of the VILLAGE under this AGREEMENT.
- 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, unless otherwise agreed between the VILLAGE and the Graue Mill Homeowners Association, 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, through its separate contract for these services with Christopher B. Burke Engineering, LTD. The VILLAGE shall be responsible for payment to Christopher B. Burke Engineering, LTD. for these services.
- 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 securing all local, county, state, and federal permits necessary for completion of the FLOOD PROTECTION COMPONENT, as performed under the VILLAGE'S contract with Christopher B. Burke Engineering, LTD. for these services.
- 4.4 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.
- 4.5 The VILLAGE 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 FLOOD PROTECTION design work and in conformity to this AGREEMENT.
- 4.6 The VILLAGE may enter into additional agreements to secure its portion of the PROJECT costs, or to satisfy the VILLAGE'S obligation under this AGREEMENT, including, but not limited to, an agreement with the Graue Mill Homeowners Association.

- 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. The VILLAGE may enter into a separate agreement, including but not limited to an agreement with the Graue Mill Homeowners Association, to satisfy these responsibilities.
- 4.8 For all construction services performed for the FLOOD PROTECTION COMPONENT, as coordinated by the COUNTY, the VILLAGE shall receive all invoices from the COUNTY for any such work performed. The VILLAGE may enter into additional agreements to facilitate reimbursement for the payment for these services, including, but not limited to an agreement between the VILLAGE and the Graue Mill Homeowners Association.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall select, and contract with, all vendors providing design and permitting professional services for the COMP STORAGE COMPONENT, and the COUNTY shall select a single construction manager to oversee both the FLOOD PROTECTION COMPONENT and COMP STORAGE COMPONENT work.
- 5.2 The COUNTY shall advertise and award all bids and enter into contracts with all entities performing construction service for both the FLOOD PROTECTION COMPONENT and COMP STORAGE COMPONENT.
- 5.3 The COUNTY and its contractor(s) shall be solely responsible for the safety of all individuals performing work on both the FLOOD PROTECTION COMPONENT and COMP STORAGE COMPONENT, excluding any work performed by Christopher B. Burke Engineering, LTD for the VILLAGE, for which with VILLAGE will assume all such responsibility and control.
- 5.4 The COUNTY shall review and approve any subsequent change orders, addendums, or revisions thereto, for the purpose of verifying that such matters are coordinated with the FLOOD PROTECTION COMPONENT design work and in conformity to this AGREEMENT. The COUNTY shall notify the VILLAGE of any change orders that shall increase the overall PROJECT costs by over five-percent (5%).
- 5.5 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.
- 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.
- 5.7 For all construction services performed for the FLOOD PROTECTION COMPONENT, the COUNTY shall directly contract with all contractors, and pay all contractors directly. The COUNTY, after paying these contractors, shall invoice the VILLAGE for any such work performed for the FLOOD PROTECTION COMPONENT. The VILLAGE may enter into further agreements, including, but not limited to, an agreement with Graue Mill Homeowners Association, to pay all invoices received by the COUNTY.

6.0 JOINT RESPONSIBILITIES.

- 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.
- 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.
- 6.3 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.

- 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.
- 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.
- 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.
- 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.

- 7.1 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.
- 7.2 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.

- 7.3 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.
- 7.4 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.
- 7.5 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.

- 8.1 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.
- 8.2 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.

- 9.1 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:
 - 9.1.1 November 30, 2018 or to a new date agreed upon by the parties.
 - 9.1.2 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:

Thomas K. Cauley, Jr., Village President, and
George Peluso, Director of Public Services and Engineering
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	VILLAGE OF HINSDALE
Daniel J. Cronin, Chairman	Thomas K. Cauley, Jr. President
ATTEST:	ATTEST:
Paul Hinds, County Clerk	Christine Bruton Village Clerk

DATE: April 21, 2015

REQUEST FOR BOARD ACTION

	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:			
SOARD ACTION:			

AN AGREEMENT BETWEEN VILLAGE OF HINSDALE, ILLINOIS AND GRAUE MILL HOMEOWNERS ASSOCIATION, INC. FOR THE GRAUE MILL HAZARD MITIGATION PROJECT

Γ	This AGREEMENT i	s made this	th day of	, 2015 b	etween the	VILLAGE OF
HINSDA	ALE, a body politic	and corporate,	with office:	s at 19 E. C	hicago Ave	, Hinsdale, IL
60521,	(hereinafter referred	to as the "V	ILLAGE") a	and GRAUE	MILL HO	MEOWNERS
ASSOC	IATION, INC., an Ill	inois not for pr	ofit corporati	on, with office	ces at 1203 (Old Mill Road,
Hinsdale	e, Illinois 60521 (here	inafter referred	to as the "A	SSOCIATIO	N").	

RECITALS

WHEREAS, the ASSOCIATION has requested the VILLAGE'S assistance in alleviating flooding concerns in the Graue Mill Condominiums, which is located within the VILLAGE'S municipal territory; and

WHERAS, the VILLAGE, at the request of the ASSOCIATION, has received a grant from the Illinois Emergency Management Agency (IEMA) to partially fund the final design, permitting and construction of a project, developed by the ASSOCIATION to reduce the likelihood of flood damages in the Graue Mill Condominiums (herein referred to as the "PROJECT"), with the balance of the PROJECT costs being a local contribution; and

WHEREAS, the IEMA required that the grant obtained for the PROJECT be made to a local unit of government, necessitating the VILLAGE'S receipt of said grant funds; and

WHEREAS, the ASSOCIATION has developed a conceptual design report for the design, construction, and maintenance of the Graue Mill Flood Control Project, located in Hinsdale, Illinois; and

WHEREAS, the VILLAGE and the ASSOCIATION have determined that the construction of the PROJECT will benefit local citizens by reducing flood damages and associated risks due to floodwaters from the Salt Creek watershed; and

WHEREAS, the VILLAGE has entered into a separate intergovernmental agreement with the County of DuPage (herein referred to as ""COUNTY"), which places a local cost sharing of two hundred thirty two thousand, three hundred and eighty seven dollars (\$232,387.00) on the VILLAGE to complete the PROJECT; and

WHEREAS, the COUNTY has taken responsibility for selection of contractors, construction management and monitoring, and payment of all invoices relative to the PROJECT; and

WHEREAS, the VILLAGE agrees, and the ASSOCIATION acknowledges, that the VILLAGE'S total financial commitment to the PROJECT will not exceed one hundred and four thousand dollars (\$104,000.00); and

WHEREAS the ASSOCIATION understands that the ASSOCIATION'S financial commitment to the PROJECT is estimated to be one hundred twenty-eight thousand, three hundred eighty seven dollars (\$128,387.00), but the ASSOCIATION also understands that the ASSOCIATION'S commitment to the PROJECT may be greater than, or less than that amount; 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.

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 DuPage County Forest Preserve District (herein after "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.

2.1 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), which the ASSOCIATION submitted to the VILLAGE

- in May, 2014, which document is incorporated herein by reference but is not attached hereto due to space limitations.
- 2.2 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.

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:

FEMA/IEMA Grant (to the Village)(75%)	\$2,576,475
Local Contribution (25%)	\$858,825
COUNTY Commitment	\$626,438
VILLAGE Commitment	\$104,000
ASSOCIATION's Estimated Commitment	\$128,387
Total Project Cost (Design and Construction)	\$3,435,300

- In no event shall the VILLAGE'S total commitment to the PROJECT exceed \$104,000.
- 3.3 The VILLAGE agrees to pay for engineering services relative to the PROJECT prior to the execution of this Agreement. That said, such expenditure shall not increase, but instead will be counted towards, the VILLAGE'S maximum commitment certain of \$104,000.

4.0 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs, provided, however, that the VILLAGE'S commitment to the PROJECT will under no circumstances exceed \$104,000 in total.
- 4.2 The VILLAGE shall contract with Christopher B. Burke Engineering, LTD ("Burke") to provide engineering services relative to the PROJECT, as assisted in limited part by the VILLAGE'S engineering staff. Burke shall assist in the preparation of the plans and specifications, and bid documents for the PROJECT.

- The COUNTY shall have responsibility for selection of all contractors to complete the PROJECT.
- 4.3 The VILLAGE, upon receiving invoices for payment of PROJECT expenses from the COUNTY, shall seek reimbursement from IEMA to pay said expenses, in the form of the grant funds awarded, not to exceed \$2,576,475.
- 4.4 The VILLAGE shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for ASSOCIATION reimbursement, and the use of all data collected as part of the PROJECT.

5.0 ASSOCIATION'S RESPONSIBILITIES.

- 5.1 The ASSOCIATION, working with the COUNTY, shall be responsible for successful completion of all phases of the PROJECT, from design through construction.
- 5.2 The ASSOCIATION shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT, with the assistance of Christopher B. Burke Engineering, LTD., the COUNTY and/or the VILLAGE.
- 5.3 The ASSOCIATION shall make any data collected from the PROJECT available to the VILLAGE. The VILLAGE shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.).
- 5.4 The ASSOCIATION shall promptly pay all invoices received from the VILLAGE or the COUNTY for PROJECT expenses.
- 5.5 The ASSOCIATION 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 or VILLAGE-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.

6.0 PARTIES' PROJECT COST SHARE

The Parties shall cost share in the PROJECT as follows:

6.1 The VILLAGE shall reimburse the COUNTY for approved costs associated with the PROJECT, in an amount up to, but not to exceed, \$2,576,475, from funds received by the VILLAGE from IEMA for purposes of the PROJECT. The

- VILLAGE shall contribute an amount not to exceed \$104,000, less any sums paid for engineering services to Christopher B. Burke Engineering, LTD, to cover these invoices.
- 6.2 If the total PROJECT costs are three million, four hundred thirty-five thousand, three hundred dollars and zero cents (\$3,435,300.00), the total cost share of the Local Commitment paid by the ASSOCIATION to the COUNTY shall not exceed one hundred twenty-eight thousand, three hundred eighty seven dollars (\$128,387).
- In the event that the total PROJECT costs exceed three million, four hundred thirty-five thousand, three hundred dollars and zero cents (\$3,435,300.00), the ASSOCIATION shall be liable for all costs incurred over the Local Commitment Amount that exceed the combined total of the ASSOCIATION and the VILLAGE's commitments as outlined in Section 3.1. Under no circumstances shall the VILLAGE be responsible for any additional costs above the VILLAGE'S commitment of \$104,000 to the PROJECT. The ASSOCIATION acknowledges and agrees that in the event that such cost overruns occur, and the ASSOCIATION defaults in its payment of these additional costs, the VILLAGE will implement an appropriate taxing vehicle on the ASSOCIATION properties to recoup the private benefit that has been paid for with public funds.
- In the event that the PROJECT costs total less than three million, four hundred thirty-five thousand, three hundred dollars and zero cents (\$3,435,300.00), the VILLAGE'S total commitment amount shall be not more than an actual prorated share of the Local Commitment as indicated in Section 3.1. Any amounts overpaid by the VILLAGE shall be promptly refunded by the ASSOCIATION.

7.0 GOVERNMENT REGULATIONS.

7.1 The ASSOCIATION shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

8.0 INDEMNIFICATION.

8.1 The ASSOCIATION shall indemnify, hold harmless and defend the VILLAGE or any of its 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 ASSOCIATION'S performance under this AGREEMENT; provided, however, that the ASSOCIATION shall not be obligated to indemnify, hold harmless and defend the VILLAGE for any negligent or intentional wrongful misconduct or omissions by VILLAGE officials, employees, agents, contractors or personnel under this AGREEMENT. The VILLAGE shall therefore indemnify, hold harmless and defend the ASSOCIATION for any such negligent or intentional

wrongful misconduct or omissions by VILLAGE officials, employees or personnel under this AGREEMENT. For purposes of this Section, "VILLAGE contractors" are limited to employees of Christopher B. Burke Engineering, LTD, as contracted by the VILLAGE to perform engineering services for the PROJECT.

- 8.2 The ASSOCIATION shall require each consultant and contractor responsible for the design, permitting, construction, construction management, maintenance and, or, monitoring of the PROJECT to name the VILLAGE and the COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the ASSOCIATION shall require that its consultants and contractors indemnify, defend and hold harmless the ASSOCIATION and VILLAGE, and its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful misconduct of such consultant and, or contractor.
- 8.3 Nothing contained herein shall be construed as prohibiting the VILLAGE, 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. The VILLAGE'S participation in its defense shall not remove ASSOCIATION'S duty to indemnify, defend, and hold the VILLAGE harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the ASSOCIATION or its consultants, contractors, or agents. The ASSOCIATION'S indemnification of the VILLAGE shall survive the termination, or expiration, of this AGREEMENT.

9.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 9.1 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.
- 9.2 Notwithstanding Paragraph 9.1, above, the term for performing this AGREEMENT may be extended by any suitable VILLAGE designated form, signed by both parties without formal amendment pursuant to Paragraph 9.1, above.

10.0 TERM OF THIS AGREEMENT.

- 10.1 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:
 - 10.1.1 August 31, 2018 or to a new date agreed upon by the parties.

10.1.2 The completion by the ASSOCIATION and VILLAGE of their respective obligations under this AGREEMENT, in the event such completion occurs before August 31, 2018.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.
- There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 10.3 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.
- 10.4 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.

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.

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 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.

13.1 Any required notice shall be sent to the following addresses and parties:

President
GRAUE MILL HOMEOWNERS ASSOCIATION, INC.

1203 Old Mill Rd., Hinsdale, IL 60521 (630) 654-1588

Thomas K. Cauley, Jr., Village President, and George Peluso, Director of Public Services and Engineering Village of Hinsdale 19 E. Chicago Ave., Hinsdale, Illinois 60521 (630) 789-7039

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.
- 14.2 In the event that either party institutes legal action against the other under this Agreement, then in that event the prevailing party shall be entitled to recover all damages (including but not limited to, consequential damages) and to be paid its costs and professional fees (including, but not limited to, reasonable attorney's fees) from the losing party.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

VILLAGE OF HINSDALE	GRAUE MILL HOMEOWNERS ASSOCIATION, INC.
Thomas K. Cauley, Jr., President	President
ATTEST:	ATTEST:
Christine M. Bruton, Village Clerk	Treasurer,

DATE: April 21, 2015

AGENDA		E	INATING		W/
SECTION	Consent: Agenda/A	.CA DEPA	RTMENT	Finance	<i>עו</i> י
				Darrell Lan	glois
ITEM	Accounts Payable	APPR	OVED Assistant Vi		
	eting of April 21, 2015 state accounts payable:	ff respectfully requests	s the presentation	of the follow	wing motion t
Motion:	To move approval and pathrough April 21, 2015 in provided by the Village Tre	n the aggregate amou	nt of \$1,198,748	.38 as set fo	orth on the lis
,					
			•		
STAFF APPI	ROVALS	<u> </u>	<u> </u>		
APPROVAL	APPROVAL	APPROVAL	APPROVA	I	NAGER'S PROVAL
COMMITTE	E ACTION:				
					•
BOARD ACT	TION:				

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1584

FOR PERIOD April 08, 2015 through April 21, 2015

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,198,748.38 reviewed and approved by the below named officials.

APPROVED BY UM	Vatali.	DATE _	4/17/15
VILLAGE 7	TREASURER/ASSISTAN	NT VILLAGE MANA	GER
APPROVED BY	VILLAGE MAN	DATE _	4/17/10
APPROVED BY		DATE	
	VILLAGE TRU	STEE	•

Village of Hinsdale Warrant # 1584 Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	179,588.58	•	179,588.58
Capital Project Fund	45300	116,868.11	_	116,868.11
Annual Infra Project Fund	45400	250,380.90	-	250,380.90
Water & Sewer Operations	61061	356,078.05	-	356,078.05
Water & Sewer Capital	61062	148,227.40	-	148,227.40
Escrow Funds	72100	15,500.00	-	15,500.00
Payroll Revolving Fund	79000	11,924.00	120,181.34	132,105.34
Total		1,078,567.04	120,181.34	1,198,748.38

Village of Hinsdale Schedule of Bank Wire Transfers and ACH Payments 1584

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 4/10/2015	Village Payroll #8 - Calendar 2015	FWH	\$ 46,946.25
Electronic Federal Tax Payment Systems 4/10/2015	Village Payroll #8 - Calendar 2015	FICA/MCARE	37,458.92
Illinois Department of Revenue 4/10/2015	Village Payroll #8 - Calendar 2015	State Tax Withholding	12,835.34
ICMA - 457 Plans 4/10/2015	Village Payroll #8 - Calendar 2015	Employee Withholding	16,984.22
H SA PLAN CONTRIBUTION - 4/10/20	15	Employer/Employee Withholding	5,956.61
Intergovernmental Personnel Benefit Coope	erative	Employer/Employee	-
Illinois Municipal Retirement Fund		Employer/Employee	• • •

Total Bank Wire Transfers and ACH Payments \$120,181.34

Run	date:	16-A	PR-	15

Run date: 16	Page: 1		
	RRANT REGISTER: 1584	DATE: 04/21/15	
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
MARTIN, CI	NDY		
189986	ENGINEERING REIMB	URSEMENT 14091500.01	\$1,783.90
		Total for Check: 101569	\$1,783.90
AFLAC-FLE			
189997	AFLAC OTHER	041015000000000	\$341.40
189998		041015000000000	\$204.62
189999	AFLAC SLAC	04101500000000	\$58.41
		Total for Check: 101570	\$604.43
BLITT & GAI			
190008	GARNISHMENT	04101500000000	\$362.12
001 01111 1	IEE DDOOGGOOD	Total for Check: 101571	\$362.12
	IFE PROCCESSING		
189987	COLONIAL S L A C	041015000000000	\$60.98
189988	COLONIAL OTHER	041015000000000	\$27.63
	41 450	Total for Check: 101572	\$88.61
I.U.O.E.LOC			
190003	LOCAL 150 UNION DU		\$884.99
II LINOIS ED	ATERNAL ORDER	Total for Check: 101573	\$884.99
189990	ATERNAL ORDER UNION DUES	0440450000000	
109990	ONION DOES	041015000000000	\$688.00
NATIONWID	E RETIREMENT SOL	Total for Check: 101574	\$688.00
189991	USCM/PEBSCO	0.44.04.500000000	*
189992	USCM/PEBSCO	04101500000000	\$138.27
109992	USCNI/FEBSCO	041015000000000 Total for Check: 101575	\$1,575.00
NATIONWIDI	E TRUST CO.FSB	rotal for Check: 1015/5	\$1,713.27
190000	PEHP UNION 150	04101500000000	0040.00
190001	PEHP REGULAR	04101500000000	\$343.33 \$2.475.70
190002	PEHPPD	041015000000000	\$2,175.79 \$539.57
.0000		Total for Check: 101576	\$538.57 \$3.057.00
NCPERS GR	P LIFE INS#3105	Total for offect. 101976	\$3,057.69
189989	LIFE INS	04101500000000	\$288.00
		Total for Check: 101577	\$288.00
STATE DISB	URSEMENT UNIT	101011 01100K. 101011	4200.00
190004	CHILD SUPPORT	04101500000000	\$313.21
		Total for Check: 101578	\$313.21
STATE DISB	URSEMENT UNIT		Ψ010.21
190005	CHILD SUPPORT	04101500000000	\$585.00
		Total for Check: 101579	\$585.00
STATE DISB	URSEMENT UNIT		4 500.00
190006	CHILD SUPPORT	04101500000000	\$230.77
		Total for Check: 101580	\$230.77
	URSEMENT UNIT		•
190007	CHILD SUPPORT	04101500000000	\$764.77
		Total for Check: 101581	\$764.77
	JRSEMENT UNIT		,
190009	CHILD SUPPORT	04101500000000	\$210.00
		Total for Check: 101582	\$210.00
	*		

WARRANT REGISTER: 1584				DATE: 04/21/15	
	VOUCHER		INVOICE		AMOUNT
VOUCHER	DESCRIPTION		NUMBER	₹	PAID
STATE DISB	URSEMENT UNIT				
190010	CHILD SUPPORT			00000000	\$923.07
VILLAGE OF	LINGDALE	Total for	r Check:	101583	\$923.07
189993			04101500	0000000	\$677.49
	DEP CARE REIMB.F/P		04101500		\$20.83
189995	MEDICAL REIMBURSEMENT		04101500		\$359.58
189996	DEP CARE REIMBURSEMENT		04101500		\$152.17
A 0 15 AUTO	DADTO	Total for	r Check:	101584	\$1,210.07
A & M AUTO 190245			330858	-	\$39.90
190243	BEOL BEI -011113 1012/1013	Total for	r Check:		\$39.90 \$39.90
A BLOCK MA	ARKETING INC	10141101	0 //00/(.	101000	Ψ00.50
	TIPPING FEE		00060563	3	\$25.00
	TIPPING FEES		00060527		\$150.00
	TIPPING FEES		00060534		\$50.00
190283	TIPPING FEE	Total for	00060770 Check:		\$50.00
A LAMP CON	ICRETE	i Otal IOI	CHECK.	101500	\$275.00
190256	2015 RECONSTRUCTION PROJ		14966		\$61,174.05
190256	2015 RECONSTRUCTION PROJ		14966		\$33,210.92
190256	2015 RECONSTRUCTION PROJ 2015 RECONSTRUCTION PROJ 2015 RECONSTRUCTION PROJ		14966		\$19,782.73
		Total for	Check:	101587	\$114,167.70
190249	ERCIAL MAINT SERV KLM CLEANING		090		. #4 020 00
190249	KLIVI CLEANING		Check:	101588	\$1,038.00 \$1,038.00
ADVANTAGE	CHEVROLET	10101	Olleck.	101500	φ1,030.00
190077	POWER TRAIN REPAIR #41		551596		, \$647.80
		Total for	Check:	101589	\$647.80
AGGARWAL			04070046	•	***
190154	REFUND		04072015 Check:		\$60.00 \$60.00
ALL CLEANE		i Otal IOI	OHECK.	101590	ФОО. ОО
190024	CUSTODIAL SERVICES		033115-H	IINSDALE	\$1,530.00
190024	CUSTODIAL SERVICES			IINSDALE	\$1,345.00
190024	CUSTODIAL SERVICES			IINSDALE	\$1,951.00
190024	CUSTODIAL SERVICES			INSDALE	\$540.00 ⁻
ALLIED GAR	AGE DOOR INC	lotal for	Check:	101591	\$5,366.00
190146	BAY DOOR REPAIR		00000504	186	\$148.50
			Check:		\$148.50
AMALGAMA'	TED BK OF CHICAGO				V
190108	BOND FEES		18554210		\$475.00
ANDECOM	DIGAL BULLING LT	Total for	Check:	101593	\$475.00
190152	DICAL BILLING LT MONTHLY FEES		135122		¢0 445 40
190102	WONTELLES	Total for		101594	\$2,415.19 \$2,415.19
APTEAN, INC).		3,. 		Ψ,ΨΙΟ.ΙΟ

Run date: 16	O-APR-15 Villag	e of milisuale	r ago. o
•	WARRANT	REGISTER: 1584	DATE: 04/21/15
	VOUCHER	INVOICE	AMOUNT
VOUCHER	DESCRIPTION	NUMBER	PAID
	HONTHYEEEO	RI-712946	\$55.51
190016	MONTHLY FEES	Total for Check: 101595	\$55.51
A D A M A D W I	JNIFORM SERVICES	Total for Check. 101333	ψοσ.σ1
190032	UNIFORMS	2078988399	\$17.89
190032	UNIFORMS	2078988399	\$81.04
190032	UNIFORMS	2078988399	\$24.80
190032	UNIFORMS	2078988399	\$28.27
190032	UNIFORMS	2078988399	\$39.10
190032	UNIFORMS	2078988399	\$72.04
190033	UNIFORMS	2078978422	\$17.89
190033	UNIFORMS	2078978422	\$81.04
190033	UNIFORMS	2078978422	\$24.80
190033	UNIFORMS	2078978422	\$28.27
190033	UNIFORMS	2078978422	\$39.10
190033	UNIFORMS	2078978422	\$72.04
		Total for Check: 101596	\$526.28
BOB RIDING		00440045	#F0 000 00
190025	F350 WITH PLOW #11	03112015	\$50,920.00 \$50,000.00
		Total for Check: 101597	\$50,920.00
	KATHLEEN W.	6756	\$764.00
190254	VARIATION HEARING	Total for Check: 101598	\$764.00
BSN SPORT	'S INC	Total for Officer. 101000	Ψ104.00
190104	NET STRAPS	96783180	\$118.05
130104	NET OTTO II O	Total for Check: 101599	\$118.05
BURR RIDG	E PARK DISTRICT		
190241	CO-OP CLASSES	WINTER 2015	\$1,119.20
190241	CO-OP CLASSES	WINTER 2015	\$1,076.20
		Total for Check: 101600	\$2,195.40
BUTTREY R	RENTAL SERVICE IN		*
190107	TRENCHER RENTAL	199762	\$129.06
•	·	Total for Check: 101601	\$129.06
	N & ASSOCIATES	C005	\$ 000.00
190145	ALLEY APPRAISAL	6825 Total for Check: 101602	\$600.00 \$600.00
04011 1001	HILLA	Total for Check. 101602	φουυ. υ υ
CASH, JOSI 190127	ST MGMT BD - 231 S. BODIN	22362	\$3,000.00
190127	31 MGM1 DD - 231 G. BODIN	Total for Check: 101603	\$3,000.00
CASH, JOS	HIIA		40,000.00
190128	CONT BD 231 S. BODIN	22363	\$10,000.00
100120	00111 22 201 0. 202	Total for Check: 101604	\$10,000.00
CDW-GOVE	RNMENT INC.		•
190072	FAX MACHINE - FINANCE	TH76311	\$327.61
190073	KLM FIREWALL-SMARTNET	TH51790	\$91.88
190074	MONITOR, SOFTWARE	TG83687	\$396.64
190075	KLM FIREWALL	TG35600	\$381.28
190079	PRINTER-PUBLIC SERVICES	TL23491	\$124.80
190250	WALLMOUNT RACK	TQ22869	\$334.43

Village of Hinsdale

The state of the s					
WARRANT REGISTER: 1584 DA					
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID	
		Total for Check:	101605	\$1,656.64	
CHARIOT AU					
190270	EMERGENCY TOW - UNIT 5	65032 Total for Check:	101606	\$647.50 \$647.50	
CHESS SCH	OLARS	Total for Office.	101000	Ψ0-77.50	
	CHESS CLASS 312131A	2015040		\$81.00	
100110	011200 01210111	Total for Check:		\$81.00	
CINTAS COR	PORATION 769	rotarior oncoit.	101001	ΨΟ1.00	
190274		76957032	9	\$54.54	
190274	FLOOR MATS/SHOP TOWELS			\$33.21	
190274 190274 190275	FLOOR MATS/SHOP TOWELS	76957032		\$128.11	
190274	FLOOR MATS/SHOP TOWELS	76957032		\$23.60	
190275	FLOOR MATS/SHOP TOWELS FLOOR MATS/SHOP TOWELS	76957388		\$54.54	
190275	FLOOR MATS/SHOP TOWELS	/695/388		\$76.98	
190275	FLOOR MATS/SHOP TOWELS	76957388		\$33.21	
190275	FLOOR MATS/SHOP TOWELS		-	\$128.11	
190275	FLOOR MATS/SHOP TOWELS			\$23.60	
		Total for Check:		\$555.90	
CLARK BAIR	D SMITH LLP			, , , , , , , , , , , , , , , , , , , ,	
	LEGAL FEES	5805		\$861.25	
		Total for Check:	101609	\$861.25	
COMCAST				·	
190063	WATER	87712011	10036815	\$112.90	
190064	FIRE	87712011	10036781	\$162.90	
190065	KLM	87712011	10036807	\$111.21	
190066	VILLAGE HALL		10036757	\$247.69	
190238	POOL		10037136	\$137.95	
		Total for Check:	101610	\$772.65	
COMED					
190034	57TH STREET	00150930		\$398.58	
190035	ELEANOR PARK	00751510		\$929.93	
190036	WARMING HOUSE/PADDLE HU			\$249.97	
190037	CHESTNUT PARKING	02030651		\$61.07	
190038	CLOCK TOWER	03810571		\$31.42	
190039	314 SYMONDS DR	04170730		\$455.54	
190040	FOUNTAIN	04710950		\$68.96	
190041	BURLINGTON PARK	04991470		\$40.81	
190042	ROBBINS PARK	06390320		\$21.24	
190043	21 SPINNING WHEEL	11311010		\$31.42	
190044	WASHINGTON	23780290		\$60.98	
190045	VEECK PARK	24250680		\$613.46	
190046	WASHINGTON PARKING LOT	28381140		\$52.81	
190047	VEECK PARK-WP	34540390		\$1,290.39	
190048	BURLINGTON PARK	65830061		\$31.42	
190049	NS CBQ RR	70111570		\$36.40	
190050	PIERCE PARK	70113780		\$129.85	
190051 190052	CENTER FOR THE ARTS KLM LODGE 80/20	70935501 70935510		\$87.21	
190002	NEW LODGE 00/20	7 09333 10	000313	\$1,220.81	

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	WARRANT	REGISTER: 1584		DATE: 04/21/15
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBE		AMOUNT PAID
190053	KLM LODGE 80/20	7093551	0080315	\$305.20
190054	SAFETY TOWN		0050315	\$22.27
190055	ROBBINS PARK	· · · · · · · · · · · · · · · · · · ·		
			0070315	\$289.87
190056	TRAIN STATION		0010315	\$706.75
190057	WATER PLANT		0080315	\$38.10
190058	BROOK PARK		0050315	\$341.60
190059	POOL	8605437	0070315	\$532.17
190060	ELEANOR PARK	8689206	0020315	\$63.63
190061	STOUGH PARK	8689480	0080315	\$21.24
190062	BURNS FIELD		0040315	\$28.63
190235	TRAFFIC SIGNALS	1653148		\$40.75
,00200		Total for Check:		\$8,202.48
COMMUNICA	ATIONS DIRECT	Total for Office.	101011	90,202.40
190141	RADIO INTERFACE	SR10707	74	\$183.40
190141	RADIO INTERFACE	SR10707		\$175.00
190141	RADIO INTERFACE	SR10707		\$26.00
	RADIO INTERFACE	SR10707		
190141	RADIO INTERFACE			\$20.00
CONGRESS	FOR THE NEW	Total for Check:	101613	\$404.40
	ANNUAL DUES	0304201	E	#405.00
190093	ANNOAL DOES			\$125.00
0011050175	_	Total for Check:	101614	\$125.00
CONSERV F				
190014	FIELD PAINT	2036327		\$1,551.00
		Total for Check:	101615	\$1,551.00
CONSTELLA	TION NEWENERGY			
190083	TRANSFORMER	0023241	854	\$1,584.85
190100	STREET LIGHTING	0023050	492	\$635.66
		Total for Check:		\$2,220.51
COURTNEYS	SAFETY LANE		101010	Ψ2,220.01
190082	SAFETY INSPECTIONS #4 & 7	102550		\$70.00
100002	0/11 E11 11101 E0110110 #4 Q 1	Total for Check:	101617	The state of the s
CURRENT TO	ECHNOLOGIES	Total for Check:	101617	\$70.00
	ECHNOLOGIES	5454		
	VMWARE LICENSE RENEWAL	5454		\$874.00
190017	VMWARE LICENSE RENEWAL	5454		\$1,124.00
190090	VMWARE BACKUP EXEC	5442		\$391.35
190091	SMARTNET - VH SWITCHES	5443		\$413.00
		Total for Check:	101618	\$2,802.35
DAVEY TREE	EXPERT			, =, , , = , = ,
190015	TREE PRUNING	90872375	50	\$8,916.00
		Total for Check:	101619	\$8,916.00
DIRECT ADV	ANTAGE INC	10tui 101 01100tt.	101013	φυ,910.00
190013	MARKETING AND PROMOTION	1202		#4 504 00
190013	MARKETING AND FROMOTION		404000	\$1,594.00
DLAND CON	STRUCTION LLC	Total for Check:	101620	\$1,594.00
	STRUCTION LLC			
190253	CONCRETE RESTORATION	741		\$14,816.00
190278	CONCRETE RESTORATION	741		\$992.00
		Total for Check:	101621	\$15,808.00
DOCU-SHRE	D, INC.			•

Run date: 16-APR-15 Village of Hinsdale Page: 6

Run date. 10	-AFR-15 Village	5 Of Filliagaio	. 490. 0
	WARRANT F	REGISTER: 1584	DATE: 04/21/15
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
190111	SHREDDING	34922 Total for Check: 101622	\$60.00 \$60.00
	UNTY HEALTH DEPT		
190221	ANNUAL PERMIT-MAIN POOL	00032474	\$225.00
190222	ANNUAL PERMIT-DIVE POOL	00032479	\$225.00
190221 190222 190223	ANNUAL PERMIT-WADE POOL	00032480	\$225.00
		Total for Check: 101623	\$675.00
	TER COMMISSION	4000	#0.40.404.00
190086	WATER CHARGES - MAR	10839	\$342,491.63
		Total for Check: 101624	\$342,491.63
	Y TELEPHONE SYS		<u>.</u>
190264	FY15 NETRMS COSTS	15-114	\$1,559.71
		Total for Check: 101625	\$1,559.71
	T/PERRY LABORAT		
190276	SAMPLES	15-130926	\$180.00
		Total for Check: 101626	\$180.00
FCWRD			040.40
190085	SEWER	008919-0000	\$43.19
		Total for Check: 101627	\$43.19
	Y CONSULTANTS		
190240	PLAN REVIEW	2015-409	\$667.00
		Total for Check: 101628	\$667.00
	E PLUMBING AND		
190096	BURNS FIELD SEWER REPAIR		\$711.00
190097	REPAIRS	31234	\$126.00
190097	REPAIRS	31234	\$3.45
190097	REPAIRS	31234	\$6.65
190097	REPAIRS	31234	\$13.40
		Total for Check: 101629	\$860.50
	OME & HARDWARE		
190159		03312015	\$54.76
	ASST HARDWARE	03312015	\$1.99
	ASST HARDWARE	03312015	\$1.59
190159	ASST HARDWARE	03312015	\$11.16
190159	ASST HARDWARE	03312015	\$23.59
190159	ASST HARDWARE	03312015	\$25.59
190159	ASST HARDWARE	03312015	\$16.99
190159	ASST HARDWARE	03312015	\$4.46
190159	ASST HARDWARE	03312015	\$3.19
190159	ASST HARDWARE	03312015	\$7.47
190159	ASST HARDWARE	03312015	\$2.63
190159	ASST HARDWARE	03312015	\$10.30
190159	ASST HARDWARE	03312015	\$17.01
190159	ASST HARDWARE	03312015	\$17.86
190159	ASST HARDWARE	03312015	\$14.52
190159	ASST HARDWARE	03312015	\$11.18
190159	ASST HARDWARE	03312015	\$51.13
190159	ASST HARDWARE	03312015	\$3.02

Village of Hinsdale

	WARRANT F	WARRANT REGISTER: 1584		
	VOUCHER	INVOICE		AMOUNT
VOUCHER	DESCRIPTION	NUMBER	₹	PAID
		Total for Check:	101630	\$278.44
	RVICE CENTER IN			
190218	CAR WASHES	0331201		\$360.00
	CAR WASHES	0331201		\$16.00
190234	SNOW PLOWING	0331201		\$500.00
		Total for Check:	101631	\$876.00
	NTRACTING CO.			
190140	WARNING SIREN RADIO EQUIP			\$9,300.00
OADY IOUN	STON	Total for Check:	101632	\$9,300.00
GARY JOHN	PERMIT FEES	0409201	.	\$59.40
190210	PERIVITI FEES	Total for Check:		\$59.40 \$59.40
GENES TIRE	SERVICE	Total for Check.	101033	\$55.40
	TIRE RIM - #19	112228		\$30.60
190202	THE KING - #10	Total for Check:		\$30.60
GRAINGER,	INC	Total for Gilook.	10100-7	Ψ00.00
190076		96973873	307	\$68.04
	HANDHELD WARNING FLAGS	9627589		\$29.98
		Total for Check:		\$98.02
HAMILTON E	DATA CARD			
190105	POOL PASS ID CARDS	21583		\$113.40
		Total for Check:	101636	\$113.40
	WATERWORKS,LTD			
	WATER METERS	D659516		\$831.30
	MARKING PAINT	D733508		\$295.68
190273	WATER METERS	D734191		\$1,050.00
		Total for Check:	101637	\$2,176.98
	HALT COMPANY LLC		,	
190280	ASPHALT	50672MB		\$890.80
		Total for Check:	101638	\$890.80
	D SPORTING GOODS	20242		
190080	LENNOX RETIREMENT PLATE	06349	101000	\$11.00
	TORUER	Total for Check:	101639	\$11.00
HILL, CHRIS	CLASS REFUND	134497		\$250.00
190247	CLASS REFUND	Total for Check:	101640	\$250.00 \$250.00
HINSBROOK	LANDSCAPING	Total for Glieck.	101040	\$250.00
190130	CONT BD 230 E FIRST	22498		\$500.00
100100	00117 22 200 2 7 11 10 1	Total for Check:	101641	\$500.00
HOMEFIELD	ENERGY		70.01.	4000.00
190084	STREET LIGHTS	1054395	15031	\$8,962.33
		Total for Check:		\$8,962.33
HR GREEN I	NC			. ,
190151	WOODLANDS PH 3 DESIGN	97564		\$22,272.63
	•	Total for Check:	101643	\$22,272.63
ICE MOUNTA				
190123	BOTTLED WATER	05C0120		\$57.86
		Total for Check:	101644	\$57.86

	WARRANT F	REGISTER: 1584	DATE: 04/21/15
	VOUCHER	INVOICE	AMOUNT
VOUCHER	DESCRIPTION	NUMBER	PAID
ICNA			
190224	CRISIS NEGOTIATING CONF		\$280.00
ILSROA		Total for Check: 101645	\$280.00
	2015 CONFERENCE REGISTRA		\$199.00
INDUSTRIAL	EL ECTRIC	Total for Check: 101646	\$199.00
400000	TUDINO	232344	\$9.65
190281	GLOVES, TAPE	232942	\$35.47
190282	SCREWS, CLEANER	232941 Total for Check: 101647	\$23.50 \$68.62
INTEGRITY S	SALES, INC	10tal 101 01100K. 101047	Ψ00.02
190279	STREET BROOM	1533	\$97.90
INTERNATIO	NAL ECONOMIC	Total for Check: 101648	\$97.90
	ANNUAL DUES	240838	\$385.00
***************************************	NAL EVIEDBINATO	Total for Check: 101649	\$385.00
190030	NAL EXTERMINATO PEST CONTROL	41592643	\$40.00
190030	PEST CONTROL	41592643	\$40.00
190030	PEST CONTROL	41592643	\$113.00
190030	PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL	41592643 41592643	\$40.00 * \$40.00
100000	1 EOT GONTINGE	Total for Check: 101650	\$273.00
INTOXIMETE		404044	
190112	CANISTER - DRY GAS	494214 Total for Check: 101651	\$119.00 \$119.00
J CONGDON	SEWER SERVICE	Total for Glicon. To loo	Ψ113.00
190257	2014 WATER MAIN ENGINEER		\$250,380.90
JAQUA, WILI	LIAM	Total for Check: 101652	\$250,380.90
190131	CONT BD 817 JUSTINA	21405	\$500.00
IOUN NEDI	CONSTRUCTION IN	Total for Check: 101653	\$500.00
190255	2015 RESURFACING PROJECT	PAY REQUEST #1	\$33,421.43
190255	2015 RESURFACING PROJECT	PAY REQUEST #1	\$43,498.19
190255	2015 RESURFACING PROJECT	PAY REQUEST #1 Total for Check: 101654	\$51,735.56
KARBAN, MI	CHAEL	Total for Check: 101654	\$128,655.18
190109	FF SUPPORT CONF REIMB	03302015	\$227.31
KELLER, MA	DK	Total for Check: 101655	\$227.31
190157	CLOTHING	04022015	\$520.80
		Total for Check: 101656	\$520.80
KIEFT BROS 190277	INC WATER SUPPLIES	209201	¢20.00
1902//	WATER SUFFLIES	Total for Check: 101657	\$39.39 \$39.39
KONAR, DAN	IIEL		

Village of Hinsdale

Page: 9 **WARRANT REGISTER: 1584** DATE: 04/21/15

	WARRANT	REGISTER: 1584		DATE: 04/21/
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
	TICKET REFUND	04062015 Total for Check:	101658	\$20.00 \$20.00
190031	FENCING INSTRUCTION	15WIN Total for Check:	101659	\$160.00 \$160.00
LESSIG, SHI 190019	ERI YOGA INSTRUCTION	322212-B1		\$350.00 \$350.00
190018	SPORTSWEAR T BALL SHIRTS	150824 Total for Check:		\$257.45 \$257.45
MEADE ELE 190243 190243		668868 668868 Total for Check:	101662	\$140.06 \$140.06 \$280.12
190101	EIMBURSEMENT HOME VISITS HOME VISITS	4883 4915 Total for Check:	•	\$14.00 \$15.00
190217		23749 Total for Check:	•	\$29.00 \$3,100.00 \$3,100.00
MIKHAIL, AL 190246	LEN CLASS REFUND	134481 Total for Check:	101665	\$33.00 \$33.00
MINUTEMAN 190226	I DOOR SERVICE KLM LODGE DOOR REPAIRS	75237 Total for Check:	101666	\$325.00 \$325.00
MOHAMMED 190133	D, MOHSEN TICKET REFUND	040620151 Total for Check:	I	\$5.00 \$5.00
MOLITOR A 7 190248	THLETIC FIELDS BROOK PARK FIELD MAINTEN		2	\$4,135.00 \$4,135.00
190129	NSTRUCTION CONT BD 12 E. HINSDALE	22295	101669	\$500.00 \$500.00
190258	SOLUTIONS MONTHLY USAGE-APR	174512272 Total for Check: 1	1015 1 01670	\$34.00 \$34.00
190220	SIGN ASSOCIATES BURLINGTON PARK DESIGN	N14010 Total for Check: 1	101671	\$700.00 \$700.00
NICOR GAS 190098 190098 190099 190236	121 SYMONDS 121 SYMONDS YOUTH CENTER 350 N VINE	384660100 384660100 900779000 132701100	060315 00315	\$40.26 \$40.27 \$428.83 \$230.05

Village of Hinsdale

WARRANT REGISTER: 1584 DATE: 04/21/15

	WARRANT	REGISTER: 1584		DATE: 04/21/15
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
		Total for Check:	101672	\$739.41
NORTHWES 190262	TERN U CTR FOR STAFF & COMMAND CLASS	3320 Total for Check:	101673	\$100.00 \$100.00
NUCO2 INC 190022	CHEMICALS	44852578		\$59.05
OCCUPATIO	NAL HEALTH CTR	Total for Check:	101674	\$59.05
	RANDOM DRUG TESTING	10087362 10087482		\$55.00 \$55.00
100000	, , , <u>, , , , , , , , , , , , , , , , </u>	Total for Check:		\$110.00
OOSTMAN F 190244	FABRICATING & FABRICATE RADIO PLATE	571581		\$110.00
	·	Total for Check:	101676	\$110.00
OREMUS, SI 190135	H ERYL TICKET REFUND	04012015		\$75.00
		Total for Check:	101677	\$75.00
	BID PUBLICATION BID PUBLICATION	T4402863		\$79.35
PARKMOBIL	FILC	Total for Check:	101678	\$79.35
	END USER FEES	INV0791		\$0.37
	END USER FEES	INV0790		\$1.11
		Total for Check:	101679	\$1.48
PHILLIPS FL				
190122	FLOWERS	0109191	404000	\$60.90
PIECZYNSK	LLINDA	Total for Check:	101680	\$60.90
	LEGAL - MAR 2015	6374		\$1,793.00
130100	ELOAL - WAN 2010	Total for Check:	101681	\$1,793.00 \$1,793.00
POO FREE F	PARKS			7.,
190088	DOG WASTE PROVIDER	PFR823		\$244.35
		Total for Check:	101682	\$244.35
	STRIBUTION, INC	50404507	,	***
190021	POOL	52184597 Total for Check:	101683	\$24.07 \$24.07
PROVEN BU	ISINESS SYSTEMS	Total for Check.	101003	\$24.07
190120	COPIER STAPLES	239643		\$80.00
190242	COPIER OVERAGE	240882		\$574.63
190242	COPIER OVERAGE	240882		\$224.13
190242	COPIER OVERAGE	240882		\$317.85
190242	COPIER OVERAGE	240882		\$317.85
		Total for Check:	101684	\$1,514.46
RAY OHERE		4540470 1	S.1	A
190136	UNIFORMS	1519172-I Total for Check:		\$40.00
DEDITED IC	SERVICES #551	rotal for Check:	101085	\$40.00
190149	YARD WASTE STICKERS	0551-0115	545985	\$2,950.00

Village of Hinsdale

WARRANT REGISTER: 1584 DATE: 04/21/15

	WARRAN	REGISTER: 1584	DATE: 04/21/
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 101686	\$2,950.00
RHODES, MI			
190143	CONT BD 215 S. MADISON	22075	\$500.00
		Total for Check: 101687	\$500.00
	RAFFIC SYTEMS		
190126	ROAD SIGNS	32079	\$710.00
D000W0W	TUO1140 D	Total for Check: 101688	\$710.00
ROGOWSKI,		00400	4500.00
190142	CONT BD 626 S. PARK	22183	\$500.00
SAMS CLUB	#6294	Total for Check: 101689	\$500.00
	SUPPLIES	M013RBMLP	\$287.40
	SUPPLIES	T01728G34	\$207.40 \$79.17
190156		T01728G34	\$60.76
100100	0011 2:20	Total for Check: 101690	\$427.33
SECRETARY	OF STATE		V-127.00
190239	NEW SQUAD TITLE FEE	04102015	\$95.00
		Total for Check: 101691	\$95.00
SERVICE FO	RMS & GRAPHICS		•
190103	SIDEWALK LETTER	152157	\$619.29
		Total for Check: 101692	\$619.29
	GER PRINT LABS		
190116	EVIDENCE BAGS	0202037-IN	\$225.06
SPRINT		Total for Check: 101693	\$225.06
190119	TELEPHONE CHARGES	977740515-158	¢527.00
190119	TELEPHONE CHARGES	977740515-158	\$537.28 \$48.22
190119	TELEPHONE CHARGES	977740515-158	\$626.85
190119	TELEPHONE CHARGES	977740515-158	\$339.53
190119	TELEPHONE CHARGES	977740515-158	\$96.44
190119	TELEPHONE CHARGES	977740515-158	\$48.22
190119	TELEPHONE CHARGES	977740515-158	\$48.22
190119		977740515-158	\$96.44
190119	TELEPHONE CHARGES	977740515-158	\$385.76
190119	TELEPHONE CHARGES	977740515-158	\$144.66
190119	TELEPHONE CHARGES	977740515-158	\$48.22
190119	TELEPHONE CHARGES	977740515-158	\$482.19
OTOMBED (COTT	Total for Check: 101694	\$2,902.03
STOMPER, S		0050	04 000 00
190026	BROCHURE DESIGN	0050 Total for Check: 101695	\$1,800.00
SHEHERAN	DOOR CHECK	Total for Check: 101695	\$1,800.00
190269	KLM PADDLE HUT LOCK	IN459928	\$119.60
130203	KEWIT ADDLE HOT LOOK	Total for Check: 101696	\$119.60 \$119.60
SUBURBAN	LABORATORIES, IN	. J.	9113.DU
190265	WATER SAMPLES	121053	\$390.00
190266	WATER SAMPLES	120633	\$72.00
190267	WATER SAMPLES	121426	\$2,805.88
	•		,,

Village of Hinsdale

Run date: 16-	APR-15 Village	of Hillsuale		
	WARRANT R	EGISTER: 1584	DATE: 04/21/1	5
VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID	
		Total for Check: 10	1697 \$3,267.88	
	_AW ENFORCEMENT	27/222/7	\$60.00	
190113	TRAINING	05132015		
		Total for Check: 10	J1698 \$60.00	
SUTTON, JUI	LIE	04042045	\$150.00	
190134	TICKET REFUND	04012015 Total for Check: 10	•	
	and an analysis	lotal for Check.) 0.00.00	
	OVATIONS GROUP	E A45884	\$685.00	
190029	PHONE SYSTEM MAINTENANC	E A45004	\$681.00	
190029	PHONE SYSTEM MAINTENANC PHONE SYSTEM MAINTENANC PHONE SYSTEM MAINTENANC	Ε Δ45884	\$355.00	
190029	PHONE SYSTEM MAINTENANC	A45844	\$316.50	
190089	VOICEMAIL REPAIRS		1700 \$2,037.50	
THE HINGDA	LEAN	Total for official	. ,	
THE HINSDA	PUBLIC HEARINGS	38135	\$704.00	
190027	PUBLIC HEARINGS	38134	\$147.20	
190028	PUBLICATIONS	38329	\$131.20	
190120	FUBLIOATIONS	Total for Check: 1	01701 \$982.40	
THE POLICE	& SHERIFFS			
190114		67617	\$17.49	
190115	VOLUNTEER ID CARDS	67802	\$32.49	
100110		Total for Check: 1	01702 \$49.98	
THIRD MILLI	ENIUM		04 005 44	
190219	UTILITY BILLING	18053	\$1,035.41	
		Total for Check: 1	01703 \$1,035.41	
	REUTERS WEST	831546668	\$173.18	
190263	INFORMATION CHARGES-MAR	Total for Check: 1	·	
		Total for Check.	01704	
	RENTAL SERVICES VEECK PARK HEATER RENTAI	01755	\$270.00	
190231	VEECK PARK HEATER RENTAL	Total for Check: 1	•	
LINETED STA	ATES POSTAL SVC	Total for Girosia.	V	
	POSTAGE	04022015	\$3,000.00	
190020	FOSTAGE	Total for Check: 1	01706 \$3,000.00	
UPS STORE	±3276			
190121	COPIES	10175	\$158.40	
190121	00.120	Total for Check: 1	01707 \$158.40	
US GAS				
190147	OXYGEN CYLINDER	246203	\$23.25	
		Total for Check: 1	01708 \$23.25	
USA BLUE		700 400	\$400.4E	
190268	WATER SUPPLIES	599433	\$102.15	
		Total for Check: 1	01709 \$102.15	
VERIZON W	/IRELESS	074000500	4 \$10.06	
190118	FIRE DEPT	974283596		
190237	MODEMS	974278377 Total for Check: 1	· ·	
		TOTAL FOR CHECK.	ψ11. 13	
VILLAGE O	F HINSDALE-FIRE			

rian aaigi ro	WARRANT	REGISTER: 1584	DATE: 04/21/15
	VOUCHER	INVOICE	AMOUNT
VOUCHER	DESCRIPTION	NUMBER	PAID
190150	PETTY CASH	03312015	\$49.00
190150	PETTY CASH	03312015	\$20.00
190150	PETTY CASH	03312015	\$50.00
190150	PETTY CASH	03312015	\$7.99
190150	PETTY CASH	03312015	\$14.50
190150	PETTY CASH	03312015	\$30.12
190150	PETTY CASH	03312015	\$5.98
190150	PETTY CASH	03312015	\$25.75
		Total for Check: 101711	\$203.34
	HINSDALE-POLIC		
190225	PETTY CASH	04102015	\$21.20
190225	PETTY CASH	04102015	\$2.59
190225	PETTY CASH	04102015	\$70.00
190225	PETTY CASH	04102015	\$3.79
190225	PETTY CASH	04102015	\$92.61
190225	PETTY CASH	04102015	\$1.00
		Total for Check: 101712	\$191.19
VOSS SIGNS			
190011	NO PARKING SIGNS	C-174037	\$990.00
190011	NO PARKING SIGNS	C-174037	\$25.00
190011	NO PARKING SIGNS	C-174037	\$10.00
		Total for Check: 101713	\$1,025.00
	E DIRECT INC	222227	0000.00
190067	KLM SUPPLIES	2639259-0	\$238.63
190068	OFFICE SUPPLIES	2648427-0	\$6.70
190069	OFFICE SUPPLIES	2649699-0	\$359.01
190069	OFFICE SUPPLIES	2649699-0	\$104.25
190070	OFFICE SUPPLIES	2653589-0	\$116.55
190071	OFFICE SUPPLIES	2655528-0	\$31.29
190137	OFFICE SUPPLIES	2661264-0	\$189.27
190138	PAPER SUPPLIES	2661271-0	\$97.56
190144	PRINTER HEADS FOR PLOTT		\$187.35
190229	OFFICE SUPPLIES	2649699-1	\$20.85
190230	PAPER PRODUCTS	2657042-0	\$78.24
190251	CAN LINERS	2667452-0	\$64.69
190252	TONER	2664109-0 Total for Check: 101714	\$37.91
WIDES INDI	ICTRICS INC	Total for Check: 101/14	\$1,532.30
190012	ISTRIES, INC. REPLACE TANK CRADLE ASS	SEM 31239	\$10,999.00
190012	REPLACE TAIN CRADLE ASS	Total for Check: 101715	\$10,999.00
WORLDPOI	NT	Total for Gridok. 1017 10	Ψ10,000.00
190148	CPR/AED/BLS CARDS	5476012	\$247.95
130140	OF WALDIDLO OANDO	Total for Check: 101716	\$247.95
XEROX COR	RPORATION		ψ <u>~</u> -71,00
190124	FINANCE COPIER	078858711	\$85.00
190125	FIRE COPIER	078858712	\$85.00
100120		Total for Check: 101717	\$170.00
ZEP SALES	& SERVICE		4110100

Village of Hinsdale

Page: 14

WARRANT REGISTER: 1584

DATE: 04/21/15

VOUCHER

DESCRIPTION

INVOICE

AMOUNT

VOUCHER

NUMBER

PAID

190087

METER MIST DISPENSER

9001527982

\$70.11

Total for Check: 101718

\$70.11

REPORT TOTAL \$1,078,567.04

END OF REPORT

			03/23/15	04/05/15
		tri i gillari i mar popi i go	Check Date	04/10/15
HSA WIRE TR	ANSFER TO MELLON BANK	Services of the control	Harris Bank	1-866-388-7090
DATE:	<u>04/08/15</u> You dial: (866) 38	8-7090		
FOR	DOMESTIC WIRE DATE: 04/09/15			
	REPETIVE CODE # E4588	PHONE	# 630-789-7024	
		oloyer 37.50	Total \$5,956.61	
	DR ACCT: 7300040231	<u> </u>	PAYMENT DATE 04/09/ Prepared By: R (V Approved By: W	\ /
REFERENCE Confirm# Confirm#	MELLON TRUST 95009981130658 ABA 011001234 PR# 8 5/53 EMILY	Employer Co 1st Qtr 2nd Qtr 3rd Qtr 4th Qtr	ontribution Dates 01/02/15 Paid 4/10/2015 Paid	

MELLON ACCT 019682 old #

PR# 8

DATE: April 21, 2015

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING
SECTION NUMBER Consent - ACA	DEPARTMENT Administration
ITEM Adopt a Policy for the Administration and	Christine Bruton
Approval of Block Parties	APPROVAL 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 accommodated 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.

				MANAGER'S
APPROVAL	APPROVAL	APPROVAL	APPROVAL	APPROVAL
COLFREDE	CONTON	1		

COMMITTEE ACTION:

BOARD ACTION: At the April 7, 2015 meeting of the Village Board, a First Reading of this item resulted in consensus of the Board to move the item forward to the Consent Agenda on April 21, 2015.



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:

<u>Block</u> 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.

<u>Block Party</u> 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.

<u>Private Party</u> 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 fundraisers and will not issue a block party permit nor close a street for a private party.



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	(interior)	
Name:	Address:	
Phone:	Λ I4 - ··· 4 - Dl ·· -	
Email:		
We, the undersigned, grant permission to be neighborhood block party. (Please complet	plock off the street from traffic as spec e a second sheet, if necessary.)	ified above for the purpose of a
1. Name	Home #	Phone:
2. Name		
3. Name		
4. Name		
5. Name		
6. Name		
7. Name		Phone:
8. Name		Phone:
9. Name		Phone:
10. Name		Phone:
11. Name		Phone:
12. Name		Phone:
Office Use Only		
Date Received:	Application complete:	
Assessed Via Managar Fire C	hiof 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:	

REQUEST FOR BOARD ACTION

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•	•	-

I	DA SECTION NUMBER nt Agenda - 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: At the April 7, 2015 Board of Trustees meeting, the Board approved the item to be moved to the consent agenda.

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

TABLE OF CONTENTS

			Page
ARTICLE I		THE WORK	1
	1.1	Performance of the Work	1
•	1.2	Commencement and Completion Dates	2
	1.3	Required Submittals	2
	1.4	Review and Interpretation of Contract Provisions	3
	1.5	Conditions at the Work Site; Record Drawings	3
	1.6	Technical Ability to Perform	4
	1.7	Financial Ability to Perform	4
_	1.8	Time	4
	1.9	Safety at the Work Site	5
	1.10	Cleanliness of the Work Site and Environs	5
•	1.11	Damage to the Work, the Work Site, and Other Property	5
	1.12	Subcontractors and Suppliers	6
	1.12	Simultaneous Work By Others	6
,	1.13	Occupancy Prior to Final Payment	6
	1.15	Owner's Right to Terminate or Suspend Work for Convenience	6
ARTICLE I	I	CHANGES AND DELAYS	7
	2.1	Changes	7
	2.2	Delays	7
ARTICLE I	II	CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WOR	:K 8
	3.1	Inspection; Testing; Correction of Defects	8
		Warranty of Work	8
	3.2	waitanty of work	

3.3	Owner's Right to Correct	9
ARTICLE IV	FINANCIAL ASSURANCES	9
4.1	Bonds	9
4.2	Insurance	
4.3	Indemnification	
ARTICLE V	PAYMENT	10
5.1	Contract Price	10
5.2	Taxes and Benefits	
5.3	Progress Payments	
5.4	Final Acceptance and Final Payment	
5.5	Liens	
5.6	Deductions	12
ARTICLE VI	DISPUTES AND REMEDIES	13
6.1	Dispute Resolution Procedure	13
6.2	Contractor's Remedies	
6.3	Owner's Remedies	
6.4	Owner's Special Remedy for Delay	
6.5	Terminations and Suspensions Deemed for Convenience	
ARTICLE VII	LEGAL RELATIONSHIPS AND REQUIREMENTS	16
7.1	Binding Effect	16
7.2	Relationship of the Parties	16
7.3	No Collusion/Prohibited Interests	
7.4	Assignment	16
7.5	Confidential Information	17
7.6	No Waiver	17
7.7	No Third Party Beneficiaries	17
7.8	Notices	
7.9	Governing Laws	
7.10	Changes in Laws	
7.11	Compliance with Laws	
7.12	Compliance with Patents	
7.13	Time	
7.14	Severability	
7.15	Entire Agreement	
7.16	Amendments	20

CONTRACTOR'S CERTIFICATION

ATTACHMENT A - Supplemental Schedule of Contract Terms

ATTACHMENT B - Specifications/Special Provisions

ATTACHMENT C - List of Drawings

ATTACHMENT D - Special Project Requirements

APPENDIX 1 APPENDIX 2

- Prevailing Wage Ordinance -National Security-Patriot Act

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 190 day of 190 day of

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. <u>Labor, Equipment, Materials, and Supplies</u>. 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. <u>Permits</u>. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.
- 3. <u>Bonds and Insurance</u>. 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. <u>Miscellaneous</u>. 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. <u>Submittals Required</u>. 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.
- 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. <u>Time of Submission and Owner's Review</u>. 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. <u>Responsibility for Delay</u>. 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 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 <u>Technical Ability to Perform</u>

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. <u>Removal of Subcontractors and Suppliers</u>. 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. <u>Termination or Suspension for Convenience</u>. 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. <u>Extensions for Unavoidable Delays</u>. 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. <u>No Compensation for Delays</u>. 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 <u>Inspection; Testing; Correction of Defects</u>

- A. <u>Inspection</u>. 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. <u>Re-Inspection</u>. 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. <u>Correction</u>. 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. <u>Scope of Warranty</u>. 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. <u>Subcontractor and Supplier Warranties</u>. 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. <u>Payment in Installments</u>. The Contract Price shall be paid in monthly installments in the manner set forth in Attachment A ("Progress Payments").
- B. <u>Pay Requests</u>. 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. <u>Work Entire</u>. 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. <u>Notice of Completion</u>. 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. <u>Punch List and Final Acceptance</u>. 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. <u>Final Payment</u>. 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. <u>Title</u>. 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. <u>Waivers of Lien</u>. 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. <u>Protection of Owner Only</u>. 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 <u>Deductions</u>

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. <u>Use of Withheld Funds</u>. 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. <u>Notice of Disputes and Objections</u>. 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. <u>Negotiation of Disputes and Objections</u>. 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 <u>Terminations and Suspensions Deemed for Convenience</u>

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. <u>Assumption of Costs, Royalties, and Fees</u>. 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.
- Effect of Contractor Being Enjoined. Should Contractor be enjoined from В. 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:

VILLAGE OF HINSDALE

By: By: By: By: Kathleen Gargano Village Manager

Attest/Witness:

By: We We By: We stocked Title: Successful Bidder

Title: V.f. Title: Successful Bidder

Title: Successful Bidder

Title: Successful Bidder

STATE OF ILLINOIS)	
COUNTY OF) SS)	
	CONTRACTOR'S C	<u>ERTIFICATION</u>
Contractor deposes, s with a unit of state or local g Section 33E-4 of Article 33E violation of the USA Patriot Act") or other statutes, order various executive department	herein made are made I that the statements constates, and certifies the government as a result of the Criminal Code Act of 2001, 107 Pures, rules, and regulating ts, agencies and officed to, Executive Order	e on behalf of Contractor, that this deponent is ontained herein are true and correct. that Contractor is not barred from contracting alt of (i) a violation of either Section 33E-3 or the of 1961, 720 ILCS 5/33E-1 et seq.; or (ii) a ablic Law 56 (October 26, 2001) (the "Patriot ions of the United States government and its sees related to the subject matter of the Patriot 13224 effective September 24, 2001.
Attest/Witness:		Successful Bidder
By: flye (C	By:	Nor in yar
Title: V. f	Title:	President
Subscribed and Sworn to before me this first day of Myral, 20/14	Му Со	ommission Expires:
Notary Public		OFFICIAL SEAL HYE KIM NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:08/30/15

ATTACHMENT A

SUPPLEMENTAL SCHEDULE OF CONTRACT TERMS

CUSTODIAL SER	VICES in numerous Village building	ngs
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 Aver
Highlands Station	County Line Road	
Permits, Licenses, A	pprovals, and Authorizations:	
	ain all required governmental permits,	licenses, approvals,
Contractor shall obta authorizations, except	ain all required governmental permits, TS, LICENSES, AND APPROVALS (
Contractor shall obta authorizations, except	ain all required governmental permits, TS, LICENSES, AND APPROVALS (
Contractor shall obta authorizations, except	ain all required governmental permits, TS, LICENSES, AND APPROVALS (
Contractor shall obta authorizations, except	ain all required governmental permits, TS, LICENSES, AND APPROVALS (
Contractor shall obta authorizations, except	ain all required governmental permits, TS, LICENSES, AND APPROVALS (

4.	Com	mencer	nent Date:	
	the da	ate of ex	secution of the Contract by Owner	
	14 da	ys follo	wing execution of the Contract by Owner	
X	April	1, 2014		
5.	<u>Com</u>	oletion	Date:	
	autho	rized by	days following the Commencement Date plus extensions, if any, a Change Order issued pursuant to Subsection 2.2A of the Contract	
X	March 31, 2015 plus extensions, if any, authorized by a Change Order issued pursuant to Subsection 2.2A of the Contract			
6.	Insur	ance Co	overages:	
	A.	Worke	er'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 i	nsurance shall evidence that coverage applies in the State of Illinois.	
	В.	for bo	rehensive Motor Vehicle Liability with a combined single limit of liability dily injury and property damage of not less than \$ 500,000 for vehicles 1, non-owned, or rented.	
		All en	aployees shall be included as insureds.	

	prehensive General Liability with coverage written on an "occurrence" basis 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:
Cove	rages shall include:
-	Premises/Operations
-	Products/Completed Operations (to be maintained for two years following Final Payment)
-	Independent Contractors
<u>-</u>	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.
Railro track.	oad exclusions shall be deleted if Work Site is within 50 feet of any railroad
۸ 11	mulayaga aball ba inglydad as insured

C.

	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.
X		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. <u>Umbrella Policy</u> . 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. <u>Deductible</u> . Each policy shall have a deductible or self-insured retention of not more than \$
X		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 be employees, agencies, officers, volu- under the jurisdiction and within the	intary associations, and	other units operating
	I. Other Parties as Additional parties shall be named as additional	Insureds. In addition to insured on the following	Owner, the following g policies:
	Additional Insured	Policy or Policies	•
7. <u>Cont</u> ı	ract Price:		
	SCHEDULE C	F PRICES	
X A.	LUMP SUM CONTRACT		
	For providing, performing, and of:	completing all Work, t	he total Contract Price
one hundred	I twnty eight thousand eighty four D	ollars and zero	Cents
	(in writing)	(in writ	ing)
	\$ 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	Thirteen hundred fifty one dollars	\$1,351.00	\$16,212.00
20,170.87 square feet POLICE DEPARTMENT	Fifteen hundred thirty dollars	\$1,530.00	\$18,360.00
8,758.25 square feet WATER PLANT	Five hundred forty dollars	\$540.00	\$6,480.00
6,018 square feet 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	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/	Thirteen hundred fifty one	\$1,351.00	\$16,212.00
MEMORIAL BLDG	dollars		
,170.87 square feet			
OLICE DEPARTMENT	Fifteen hundred thirty dollars	\$1,530.00	\$18,360.00
,758.25 square feet			
VATER PLANT	Five hundred forty dollars	\$540.00	\$6,480.00
,018 square feet			41.61.10.00
UBLIC WORKS	Thirteen hundred forty five	\$1,345.00	\$16,140.00
8,904 square feet	dollars		
RUSH HILL STATION	Three hundred fifteen dollars	\$315.00	\$3,780.00
38 square feet			
IIGHLAND STATION	Two hundred eighty five dollars	\$285.00	\$3,420.00
253 square feet			,
OTAL COST FOR ONE	Fifty three hundred sixty six dollars	\$5,366.00	\$64,392.00
<u>YEAR</u> April 1, 2015 – March 31, 2016	donars		

GRAND TOTAL for TWO YEARS (ITEMS 1A + 2B) April 1, 2014 – March 31, 2016	<u>\$128,784.00</u>
--	---------------------

	B.	<u>UNI</u>	F PRICE CONTR	ACT				
		re: lis	sulting from mul	tiplying the	e number of	acceptable un	ne sum of the produ its of Unit Price Ite ce set forth below	ms
			COMPL	ETE TAB	LE AS IND	ICATED		
<u>Un</u>	uit Price Ite	e <u>m</u>	<u>. t</u>	Jnit_	Approximate Number of <u>Units</u>	Price Per Unit	Extension	
1						\$	\$	
2						\$	\$	
3						\$	\$	
		TC	TAL CONTRAC	CT PRICE	:			
					Dollars		Cents	
			(in writin	g)		(in writi	ng)	
		-	/¹ C		Dollars a		Cents	
			(in figure	S)		(in figur	es)	
	C.	COM	BINED LUMP S	UM/UNI]	PRICE CO	<u>NTRACT</u>		
		(1)	For providing [DESCRIBE L	, perforn <i>UMP SU</i>	ning, and o M WORKJ, tl	completing a ne total sum of		to
					Dollars a	and(in writing	Cents	
			(in writing	g)		(in writi	ng)	
			/* C		Dollars a	and(in figure	Cents	
			(in figure	5)		(in figure	es)	
		(2)					ll Work related the products resulti	

ATTACHMENT A

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

Annrovimate

	Unit Price Item	Unit	Number of <u>Units</u>	Price Per Unit	Extension
1				\$	\$
2				\$	\$
3				\$	\$
		TOTAL CONTRACT PRICE	CE (the sum of	(1) plus the ex	tension of (2)):
		(in writing)	Dollars a	and (in writi	Cents ng)
		(in figures)	Dollars a	and (in figur	Cents

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) <u>Lump Sum Items</u>. 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.

- Ontract 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 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. <u>Application of Payments</u>. 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.

Per Diem Administrative Charge:

Q

<u>ATTACHMENT B</u>

SPECIFICATIONS

CUSTODIAL SÉRVICES 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 <u>TECHNICAL SPECIFICATIONS</u>

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

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

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 <u>DURATION OF CONTRACTS</u>

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. <u>The Village will not provide any supplies at either train station.</u>

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. <u>Hand Soaps:</u>

- 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
 - 1) 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 <u>SCHEDULE OF CLEANING SERVICES</u> (see attached pages)

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.	Activity	Week	Week	Month	Qtr.	Annual	As
General		Day	·				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					

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.	Activity	Week	Week	Month	Qtr.	Annual	As
General		Day					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	

ATTACHMENT A

33	Sweep, damp clean attic		X			
'INDO'	WS AND GLASS					,
34	Spot clean and polish entrance door glass	X				
35	Clean & polish interior office window & door glass	X				
UTSID	E BUILDING				 	1
36	Sweep & pickup debris out & around entrance & exits	X				
LEVAT	FOR					
37	Clean & polish interior and floor tracks, strip wax & buff floor			X		

LOCATION

LEGEND

HINSDALE WATER TREATMENT PLANT

X Once During Period

221 Symonds Drive

XX Twice During Period

Hinsdale, Illinois

XXX Three Time During Period

No.	Activity	Week	Week	Month	Qtr	Annual	As.
General		Day	,				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		

CARPETING AND MATS

No.	Activity	Week	Week	Month	Qtr.	Annual	As
General		Day	:				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.	Activity	Week	Week	Month	Qtr.	Annual	As
General		Day					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	X			
	entrance & exits				
ľ			 	 	····

LOCATION

LEGEND

HINSDALE PUBLIC WORKS GARAGE

X Once During Period

225 Symonds Drive

XX Twice During Period

Hinsdale, Illinois

XXX Three Times During Period

No.	Activity	Week	Week	Month	Qtr.	Annual	As
General	Upper and Lower Floors	Day					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					
HINSDAI	E PUBLIC WORKS GARAGE	(CONTIN	(UED)				
7	Power sweep floor		X				
8	Wash floor with hose		X				
9	Clean out interior floor drains	<u> </u>		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	ļ			
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	

LOCATION

LEGEND

HINSDALE PUBLIC WORKS GARAGE

X Once During Period

225 Symonds Drive

(CONTINUED)

XX Twice During Period

Hinsdale, Illinois

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			٠	
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.	Activity	Week	Week	Month	Qtr.	Annual	As
General		Day	:				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				
UPSTAI	RS AND DOWNSTAIRS WASHI	ROOMS (CONTI	NUED)		
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			

ATTACHMENT A

56	Clean garage doors and glass windows	X		
57	Move equipment off wall and sweep and powerwash floor		X	
AUTO S	HOP AND BATHROOM			
58	Buff office floor to shine	X		ı
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		

LOCATION

LEGEND

HINSDALE POLICE DEPARTMENT

X Once During Period

121 Symonds Drive

XX Twice During Period

Hinsdale, Illinois

XXX Three Times During Period

No.	Activity	Week	Week	Month	Qtr.	Annual	As Reqd.
General		Day					Kequ.
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					ļ
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				
				L	L	·	

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		·		

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LEGEND

HINSDALE POLICE DEPARTMENT

X Once During Period

121 Symonds Drive (CONTINUED)

XX Twice During Period

Hinsdale, Illinois

XXX Three Times During Period

CARPETING AND MATS

No.	Activity	Week	Week	Month	Qtr.	Annual	As
General		Day					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		

ATTACHMENT A

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			
VINDO'	WS AND GLASS Spot clean and polish entrance door glass	X			
41	Clean & polish interior office window & door glass	X			
UTSID	E BUILDING				
42	Sweep & pickup debris out & around entrance & exits	X			
LEVAT	TOR	4			
43	Clean & polish interior & floor tracks. Shampoo carpet		X		

LOCATION

LEGEND

BRUSH HILL (HINSDALE) COMMUTER STATION

X Once During Period

25 East Hinsdale

XX Twice During Period

Hinsdale, Illinois

XXX Three Times During Period

No.	Activity	Week	Week	Month	Qtr.	Annual	As
General		Day					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	S 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			

LOCATION

LEGEND

HIGHLANDS STATION

X Once During Period

25 East Hinsdale

XX Twice During Period

Hinsdale, Illinois

XXX Three Times During Period

No.	Activity	Week	Week	Month	Qtr.	Annual	As
General		Day					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

		 	 	37	
10	Wash walls, ceiling, and doors			X.	
10				 	

WINDOWS

Γ	11	Clean interior and exterior of all windows		X			ĺ
	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 CLOANERS, INC.
CONTRACTOR

3/19/14

Date

REQUEST FOR BOARD ACTION

AGENDA SI Consent Age	ECTION NUMBER enda - EPS	ORIGINATING DEPARTMENT Public Services			
Cla	enew Mosquito Abatement Contract with arke Environmental Mosquito anagement, 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.

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Approval	Approval	Approval	Approval	Manager's
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	į.			Approval
			<u> </u>	Appiovai

COMMITTEE ACTION:

BOARD ACTION: At the April 7, 2015 Board of Trustees meeting, the Board approved the item to be moved to the consent agenda.



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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.

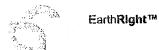
Clarke Environmental Mosquito Management, Inc. (Clarke) hereby confirms the professional services agreement with the Village of Hinsdale for the 2015 season.

Beginning in 2014, the Village of Hinsdale implemented Clarke's EarthRightTM Program. EarthRightTM signals a ground breaking 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



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

Village of Hinsdale EarthRightTM 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 SystemTM.
 - 3. Inspections of sites called in by residents on the Mosquito Hotline.



- 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 (NatularTM) for up to 180 day control.
 - Catch Basins: One treatment (Booster) of up to 1,705 catch basins, inlets and manholes using an extended residual slow release insecticide (NatularTM T30) for late season control.

Part IV. Adult Control

- A. Adulticiding in mosquito harborage areas:
 - As authorized by the Village of Hinsdale, scheduled truck Ultra Low Volume (ULV) treatments using MerusTM a botanical insecticide (pyrethrin) for any community special events will be charged at \$385.00.
- B. Adulticiding in Residential Areas:
 - As authorized by the Village of Hinsdale, community-wide truck ULV treatments of up to 74.7 miles of streets using MerusTM 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

**NPDES Permit: 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., 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

2014	2015	2016
	\$13.874.00	\$13.874.00
1	\$13.874.00	\$13.874.00
The state of the s	\$13.874.00	\$13.874.00
	\$13.874.00	\$13.874.00
	\$55,496.00	\$55,496.00
	\$13.874.00 \$13.874.00 \$13.874.00 \$13.874.00 \$55,496.00	\$13.874.00 \$13.874.00 \$13.874.00 \$13.874.00 \$13.874.00 \$13.874.00 \$13.874.00 \$13.874.00

For Village of Hinsdale: Sign Name: Yeller	Title:	V://de/ Mgv . agement, Inc.:	Date:	5/19/14
Name: Emily Glasberg	_ Title:	Key Accounts Manager	Date:	2/13/14

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Consent Agenda - 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
l				

COMMITTEE ACTION:

BOARD ACTION: At the April 7, 2015 Board of Trustees meeting, the Board approved the item to be moved to the consent agenda.



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			: 3:00 P.M.		
SUBMIT 1 ORIGINAL PL	US 3 COPIES	BOND REQUIRED: NONE			

BID RESPONSES MUST BE <u>RECEIVED AND TIME STAMPED</u> 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.

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:	Karln.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	An Atober
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.

1	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 fallure 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 summarles 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 unblased 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 walved.

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, incldental 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.

townships, cities and		? The appro	oximate qua	ntity usa	ige is unk	nown.		
YES X	NO							
State any other requ	irements that	they would	have to mee	t beyon	d that of o	ur Bid invita	tion and	specification.
We are	required	do	know	ik	the	luids	ang	for
We are tonkwagon	or c	fronsport	t.	U				0
1								

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:

<u>PRE-AWARD:</u> 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:Vil 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	
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	
Commercial General Liability		
A. Per Occurrence	1,000,000.00	
B. General Aggregate		
General Aggregate- Per project	1,000,000.00	
General Aggregate Products/		
Completed Operations	1,000,000.00	
Personal and Advertising Injury	1,000,000.00	
Each Occurrence	1,000,000.00	
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	
Professional Errors and Omissions		
10. Environmental Impairment Liability		<u> </u>
* 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 walver 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:

ТҮРЕ	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 Contro

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 Fe	ee	.008
Federal Oil Spill Recove	ry Fee	.00171
Leaking Underground St	orage 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	DuPage County Division of Transportation
Attn: Chuck Curcio	Attn: Kathy Black
180 North County Farm Road	180 North County Farm Road
Wheaton, IL 60187	Wheaton, IL 60187
TX: 630/ 407-6930	TX: 630/ 407-6930
FX: 630/ 407-6962	FX: 630/ 407-6962
DuPage County Public Works Department-Woodridge	DuPage County Public Works Department
Attn: Amy Arlowe	Attn: Accounts Payable
7900 South Route 53	7900 South Route 53
Woodridge, IL 60517	Woodridge, IL. 60517
TX: 630/985-7400	TX: 630/985-7400
FX: 630/985-4802	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	AWA	ARD	CRIT	TER	IA:
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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	D	ום	~	AI	~
מום	۳	м	U	ıv	v.

1.)	Brand Bid	FS / Browmark
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3.) Price subtracted from or added to the Opis LOW published price list on date of delivery:

UNLEADED GASOLINE:

Second Contact Person

Minus - OR Plus + .015
(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		EXTENDED COST ADJUSTMENT (USAGE X MARK UP OR MARK DOWN)
445,000 GALLONS	\$.015	\$ 6675.00

DIESEL FUELS: (INCLUDING BIODIESEL)

Minus - OR Plus + . 015

(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	EXTENDED COST ADUSTMENT (USAGE X MARK UP OR MARK
	FROM OPIS LOW	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 <u>low for the day</u> 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	\$ 24.30.00
TOTAL MARK UP / DISCOUNT COST ADJUSTMENT	\$ 9/05.00

BID FORM PROCUREMENT SERVICES DIVISION BID #12-026

GASOLINE AND DIESEL FUEL TO VARIOUS DUPAGE COUNTY LOCATIONS

	(PLEASE TYPE OR PRINT	THE FOLLOWING INFORMATION	ON)
Full Name of Bidder	Heritage FS	Inc.	
Main Business Address	18251 West	Inc. Commercial	
City, State, Zip Code	Wilmington	Il 6048	1
Telephone Number	815-476	. LL 6048 -2118	
Fax Number	815- 471 J	2119	
Bid Contact Person	gon Sala	ker	
Email Address	2 A token	des C Hentago FS. com	
TO: The DuPage County Pro	curement Services Division	7	
The undersigned certifies that	the is:	•	
the Owner/Sole Proprietor	a Member of the Partnership	an Officer of the Corporation	a Member of the Joint Venture
_		Partnership or Officers of the Corp	poration are as follows:
Gary Boch rusen (President or Pa	artner)	1400 00111	(Vice-President or Partner)
Rodger Koehn (Secretary or Pa	orthor)	Richard	(Vice-President or Partner) (Vice-President or Partner) (Treasurer or Partner)
	- ,	and an analysis to take the first	(Treasurer or Faither)
named herein; that this bid examined the proposed for all of which are on file in the Wheaton, Illinois 60187, a	is made without collusion ms of agreement and the a office of the Procurement and all other documents	son or parties interested in thi with any other person, firm or contract specifications for the t Manager, DuPage Center, 4: referred to or mentioned and No	corporation; that he has fully above designated purchase, 21 North County Farm Road, in the contract documents,
apparatus and other mear	ns of construction, includ	bid is accepted, to provide all ling transportation services r the contract documents in the	ecessary to furnish all the
ehalf of the Bidder and in	accordance with the Partr	e is duly authorized to execute nership Agreement or by-laws binding upon the Bidder and i	of the Corporation, and the
	Complied Statutes 5/33 E	not barred from bidding on t E-3 or 5/33E-4, bid rigging or b ng Wage Act.	
		carefully prepared this bid an	

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.

(Signature and Title)

CORPORATE SEAL (If available)

BID MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this

day of telocul

AD. 2012

(Notary Public)

My Commission Expires: _____

3-15-1

OFFICIAL SEAL
Theresa Cooke
**Hotery Public, State of Minole
Will County
**Will Co

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 F.S. Inc.		
Company Contact:	gon bloker	Contact Phone:	815-383-7/13
Bid/Contract/ PO:	# 12-026		

For this Disclosure "II 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, mother-in-law, son-in-law, daughter-in-law, brother-in-law, stepfather, stepson, stepdaughter, stepsorther, 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/OF1003B04_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				
NÅ				

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 the Authorized Signature	is form may result in delay or cancellation of the County's Contractual Obligation.
Printed Name	JUN GrokES
Title	Energy Solermon
Date	02-06-12
Page 1 of	

Form (Hey. (Appart Internal	M=9 January 2011) mont offer Triviary IBosonio Sovico	<u> </u>	Request lification Nun	for Taxpayer iber and Certif	ication	Give Form to the requester. Do not send to the IRS.
	Namo (83 shami on	you income for return)	مرامل د			
ď	Business remoldes	golden entity mime, it differ	ont from above			***************************************
bage	Clieck appropriate b	oxfor federal fax				
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Note.	pogo e.	nore than one name, see			Eniployar (dantificati	on number
Part	Cortifica	diam .			19-1318	1181145
in a second	ensillos of perjury.					
					anumber to be issued to me	
Servi no io	not subject to been less that I am subject to be	kno milhingging, and upject to packno milhind lup Milhingging, and	ding as a result of a fall	rickup withholding, or (b) We to report all interest o) I have not been notified by in a first heart of the IRS he	ité internal Revenue le notified mé that I am
3. I am Corillic bacausa interest generally instruction	a U.S. citizen or oil eilon instructions, i you have failed to paid, a cautation or y, payments other t ens on page 4;	er U.S. person (defined I You must cross out item roport all interest and dis abandorment of accision and interest and any using	selow). 2 above if you have be donide on your fax rate if properly, concellation is, you are not required	en notified by the IRS th in. For real estate transk of debt, contributions to to sign the certification,	el you are currenlly subject t client. Ilem 2 doss not uppl ominal religion are but you must provide your c	o backup withholding y. For mortgage ngemeni (IRA), and onest TIN, See the
Sign Here	Signature of U.S. person	Will list	ellela Coli	Me pa	1/20/10	
	rai instructio			Note. if a requester g	lyes you a form other than F	orm W-9 to request
Scotton r nuted,	elerences are to th	e internet Revenue Code	uniess otherwise		se the requester's form if it is	
	se of Form	• •	•	considered a U.S. per		•
A person oblain yo	who is required to ur correct texpayer	ille un information return Tipe un information return	with the (RB must IN) to report, for		a U.S. cilizen or U.S. reside nation, company, or associa	
ikampia,	income paid to you	, real estate transaction: idenment of secured pro	e, mortgage interest	organized in the Unite	d States or under the laws o	f line United States,
of debl _e d	r contributions you	made to an IRA.		 An estate (other than A domestic trust (as 	defined in Regulations secti	on 301.7701-7).
lien), to	aug' ivilau soblici noriga Aont coited	are a U.S. person (includ i TIN to the person requi	isgluð if (ipa ind a teadaun	Special rules for part business in the United	nervijes. Partnersjyps that I Stales are generally require	conducta trade or
1. Certi	ly that the TIN you	soe diving is coures! (or A	ou are waiting for a	Puther, in certain rese	iners, suale of lucous from:	Buch business.
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ayee, il e llocable s not sub]	ipplicable, you are share of any partne act to the withhold	ackup withinoiding if you also centifying that as a L rahip income from a U.S. Ing tax on foreign partner	J.S. person, your	States, provide Form	p conducting a liquie or bus N.9 to the pannership to est olding on your share of pani	ablish your H.S.
racinal.	connected Income	•	·			
			Gal, No. i	0201X	,	GIII W-9 (Flev. 1-8011)

The person who gives from W-9 to the portriership for purposes of satablishing its U.S. status and avoiding withholding on its allocable share of not income from the partnership conducting a trade or business in the United States in the toil owing asses:

- 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
- \bullet The U.S. trust (other than a granter trust) and not the beneficiaries of the trust.

Foreign person. Il yeu are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (ase Publication 515, Withiniding of Tax on Nonresident Allène and Foreign Enlities).

Wintiguong of two or regressions rylegic and rorang capulary. Only a 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 retying on an exception contained in the saving clause of a tex treaty to claim an examption from U.S. tox on certain types of income, you must attact a statement to Form W-9 that specifies the following two items:

- 1. The treaty bountry, Generally, fits must be the same treaty under which you claimed exemption from tex se a nonrealdent ellen.
- 2. The trenty article addressing the Indome.
- 3. The article number (or (ocalion) 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 the
- Sufficient facts to justify the examplion from tax under the terms of the treaty article.

the trenty criticle. 20 of the U.S. China income text trenty allows an exemption from the for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. taw, this student will become a received as the U.S. taw, this student will become a received as cateforing years. However, paragraph 2 of the first Protect to the U.S. China treaty (gated April 30, 1934) allows the provisions of Pricks 20 to continue to apply even after the Chinese student becomes a resident allow of the United States. A Chinese student becomes a resident allow of the United States, and there is a student becomes a resident allowed to be united States, a Chinese student becomes a resident allowed to the United States, a Chinese student who qualifies for this exception funder paragraph 2 of the first protectly and is relying on this exception to claim an exemption from tex on this or has cholarship or fellowable income aculd attach to form W.S. a statement that includes the information described above to support that examples and the protection and the protection of the packets.

support that exemption.

If you are a nonresident ellen or a lovelon entity not subject to backup withholding, give the requester the appropriate completed Form W-S. What is trackup withholding? Persons moting certain payments to you must tander certain conditions voltheid 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 batter exchange transactions; reats, covalities, recomplisive early, and origin payments from tighing bool operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup witholding 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 rature.

Paymente you receive will be subject to backup withholding it:

- 1. You do not furnish your TIN to the requester,
- S. You do not cortify your TIN when required (see the Part II includitions on page 3 for details).
- 3. The IRS tells the requester that you fumished an incorrect TIN,
- 4. The IFIS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tex return flor reportable injerest 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

Apquing your information to any person to whom you cleimed to be an exempl payed and unlicipate as exempl payed and unlicipate as exempl payed and unlicipate as exemple, you may need to provide updated information it you are a Composition that elects to be an 8 exposulon, or if you no longer are age exempt, in addition, you must furnish a new Form W-9 if the arms or TIN changes for the account, for example, if the granter of a granter furst dies.

Penalties

Palaure to furniel TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of 350 for each such failure unless your failure is due to reasonable cause and not rowillful neglect.

Civil pensity for false information with respect to withholding. If you make a jaise statement with no reasonable basis that results in no backtop withholding, you are subject to a \$600 pensity.

Griminal pensity for faisiying information. Williuly faisiying cardilequene or diffinations may subject you to oriminal penalties including the subject you.

Misuse of TiNs, il 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 lok rature. However, if you have changed your last name, for instance, cits to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your good security eard, and your naw lost name.

If the account is injoint names, list first, and then citicle, the name of the person or ship whose number you entered in Part 10 the form, Sode proprietor, Enter your individual name as shown on your income too 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 Cexpersion, or S Corporation, Etter the entity's name on the "Name" line and any business, trade, or "doing business as (OBA) name" on the "Susiness name/disregarded entity name" line.

(UBA) name" on the "Business name/dissegarded entity name" line. Disregarded onlife, Enter the owner's name on the "Name" line. The name of the entire the twent of the entire the name of the should never be a disregarded entity. The name on the "Name" line must be the name shown on the income will be reported. For example, if a loreign LLC that is treated as a disregarded entity for U.S. Tederal lex purposes has a clomestic owner, the domestic owner name is required to be disreded on the "Name" line. It the disce owner all the entity is also a desagarded rinity, enter the florest owner is the disregarded entity to the owner of the disressed of the federal tox purposes. Enter the disregarded entity to the owner of the disregarded entity to a men on the "Busines an end disregarded entity to the owner of the disregarded entity to a loreign person, you must complete en appropriate Form W-S.

Note. Check the appropriate box for the faderel tax classification of the person whose name is entered on the "Name" line (individual/sole propriator, Partiership, C Composition, S Corporation, Trust/esiale).

proprietor, Partnership, O Corporation, S Corporation, Trustrestate).

Limited Liability Company (LLC), if the person identified on the "Name" time 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 filled a Form 8882 or a Form 8882 to be toxed as a composition, enter "C" for C corporation or "S" for Scorporation, 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 ideallified on the "Narte" ling is snother 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 line.

Forgs W-9 (Rev. 1-2013)

Page 3

Other entities. Enter your budghes name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the chaire of other legisl document creating the entity. You may enter any business, trade, or OBA name on the "Business name/ disregarded entity hame" line.

Exempt Payee

If you are exempt from backup withholding, dulor your mame as described above and check the appropriate box for your stoius, then dieck the "Exempt priyed" box in the line following the "Business name/daregaded entity name," sign and date the fami.

Generally, includingly fincluding sole proprietors) are not exempt from backup withholding. Genoralizing are exempt from backup withholding for carein payments, such as interest and applicable.

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

The following payers are exempt from backup withholding:

- t. An eignization exempt from tax under section \$01(s), any IRA, or a custodial account ander section 403(b)(7) if the account satisfies the requirements of section 404(b)(2),

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

Other payees that may be exempt from backup withholding include: 6. A corporation.

- 7. A foreign central bank of facue,
- 8. A dealer in securities or commodifies required to register in the United States, the District of Columbia, or a possession of the United
- A Lutures commission merchant registered with the Commodity
 Futures Trading Commission.
- 10. A real éitiáte invéstment trust,
- 11. An entity registered at all times during the tax year under the vestment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 664(a).
- 13. A financial institution
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tex under section 634 or described in section

The following chart shows types of psyments 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 8
Broker transactions	Exempt payees 1 through 5 and 7 through 19. Also, O corporations.
Sarter exchange fransactions and percentage dividends	Exempt payees 1 through 5
Payments over \$500 required to be reported and direct sales over \$5,000.	Gonerally, exempt payees t through 7 *

Bio Form 1009-MISC, Mescellaneous Incomo, and its instructions. Sear Citi; two immensions are sufficient and to compare the compared and together on the compared and together will individual medical and booling on Found 1989-MISC to one of extension the hacket will individual medical and booling one payments, a formy of four, pross proceeds pried to an ellumon, 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 atten and you do not have endere not slightle to get an SSN, your TIN is your IRS individual lexpayer (embiscellon number (IT IN). 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 propietor and you have an EIN, you may enter either your SBN or EIN. However, the IRS praters that you use your SBN.

If you are a single-member ELO that is disregarded as an entity esparate from the owner (ase Limited Liability Company (LLO) on page 2), enter the owner assist or ISBN, if the owner has one, Do not enter the disregarded entity's EIN, if the LLO is classified as a corporation or partnership, anter the entity's EIN.

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

combinations.

How to get a TiM, If you do not have it TIM, apply for one immediately, To apply for an SSM, get Form SS-5, Application for a Social Sectifity Card, Iron your level Social Sectifity Card, Iron you level Social Sectifity Administration office or get filte form online at www.ste.gov. You may also get this form by celling 1-800-772-1213, Use Form V-7, Application for IRS Individual Texpayer Identification for IRS individual Texpayer Identification for IRS for IRS-6, Application for Employer Identification, to apply for an EIN You can apply for an EIN online by scossing the IRS website at www.drs.gov/bus/nosses and eleking on Employer Identification from the IRS website at www.drs.gov/bus/nosses and eleking on Employer Identification from the IRS website at www.drs.gov/bus/nosses and eleking on Employer Identification for IRS gov or by calling 1-800-TAX-FORM (1-800-S29-3876).

If you ure sated to complete Form W-5 but do not have a TiM, water

IRS.gov or by calling 1-800-TAV-FORM (1-800-828-8876).

If you are asked to complete Form W-3 but do not have a Tilly, write "Applied For" in the Space for the Tilly, sign and gate the form, and give it to the requester. For inteest and dividing payments, and certain payments made with separative ready to ready the instruments, generally you will have 60 days to get a Tilly and give it to the requester before you are subject to backup with olding on payments. The 60-day rule does not apply to their typic of payments, You will be subject to backup with tolding on mill such gayments and you provide your Tilly to the payments are the first of the payments.

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

Carlion: A dispassific demostic entity that has a foreign owner must use the appropriate Form VF.8.

Part II. Certification

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

For a Joint account, only the person whose TiN is shown in Part i chould algo kwhan recitred. In the case of a disregarded utility, the person (dentilled on the "Name" line must sign. Exempt payees, see Brampt Payee on pagis.

Signatura raquirements, Complete the certification as indicated in Items 1 through 3, bolow, and flems 4 and 6 on page 4.

- 1, Interest, dividend, and barter exchange accounts opened before 1984 and bloker except the considered active during 1989. You must give your corect Till, buf you do not have to sign the certification;
- Cartingston.

 2. Interest, dividons, broker, and barter exchange accounts opened after 1969 and broker accounts considered inactive during 1969. You must sign the certification or backup withholding will apply if you are subject to backup withholding and you are markey provided your consect 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 centification. You may cross out item 2 of the certification.

ć.

COUNTY OF DU PAGE, ILLINOIS

Form W-9 (Nev. 1-2011)

Page 4

4. Other payments. You must give your cornect Titl, but you do not have to sign the certification unless you have been notified that you have greatened given an incornect Titl, "Other payments" include payments made in the actuse of the requester's trade or business for refits, royalities, goods fother than bills for merchandise), medical and lipality are services (moturity payments to compositions), payments to nonemployee for pervious payments to certain fasting bout-crow members and flatermen, and gross proceeds paid to attorneys (naturing payments to corporations).

S. Morigage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529). If A. Goverdell 58A, Archer MSA or HSA conjubilitions of statibutions, and panelon disclibitions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

 		 	+
 - Inicia de la company	Mangamatan		

For this type of appounts	Give name and SSN of:
T- individual	The individual
2. Tyo ir more individuals grant nacounty	The actual owner of the secount or, if combined times, the first included on the necessity.
G. Gustodian account of a minor (Uniform Gill to Minore Act)	line maior *
4. ປ. This ແລະປະຊຸດ ຂອງປຸດຕົວໄປຄວາມ vitories ປະຊຸດ (ຄວາມປາດ ຂອງປຸດຕົວປຸດຕົວ)	The grantes-trusted '
b. Sa-colled intel account that is not a legal or valid bust under stato law	The ested owner*
6. Scie proprietaielip or disregarded chilly evinor by an individual	The owner
9. Granior hunt lang under Ophonal Faim 1009 Fining Welhold I (240)	The grantes
Hopidation auchon 1.671 - IONANIA	The state of the s
For this type of account.	diventant and PiNet
7. Deroguided butty not owned by an indulated	Tha nimer
8. A valid lipid, estato, or pendion inust	Legal entity
9. Corposited of LLC electing corposite status on Form 8832 or Form 2553	The corporation
O. Association, club, religious, charitable, educational, or other lax-exempt organization	The organization
i. Pallicaship of maili member 11.0	The perinership
2. A bloker or registered nominee	The broker or nominee
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Note. If no name is chicked when more than one name is flated, the number will be considered to be that of the first name listed.

Secure Your Tex Records from Identity That

Identity that occursives combone uses your personal information such as your name, social security number (SSN), or other identifying information, without your perhission, to commit found or other crimes. An identity title may use your SSN to get a job or may file a tax return using your SSN to receive a return.

To reduce your risk:

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

If your less records are affected by identity theit and you receive a trailing from the IRS, respond right away to the name and phone number printed on the IRS natice of letter.

If your tax records are not currently affected by identity theft but you thinkyou are at list due to a lost or stoken purse or wallet, questionable aredit eart and they or not a list the list in the

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

the tings of ideally their who are experiencing economic hom or a system problem, or size seeing help in teaching tax problems that have not been respired through remiel channels, may be eligible for Taxonyer. Advocale Serrice (TAS) existence. You can reach TAS by calling the TAS (cit/its exserintake line at 1-877-777-4778 or TTY/IDD 1-800-828-4050.

1-800-822-4050.

Protect yourself from susplotous amails or phishing schemes. Phishing is the creation and use of small and websites designed to phishing is the creation and use of small and websites. The most common act is sending an emili to a user falsely claiming to be an established to standard enterphisms in an attempt to some the user into swrendering private information that will be used for identity that.

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Visit IRS gov to lemm more about identity thaft and how to reduce

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Wolfe Granica at a munt provide a form W-5 to trustee of faust

Privacy Act Notice

Solion 5100 of the Internal Revenue Code regular year to provide your empires in the persons fractioning (ediquium notes) who are required to the internation returns with the 1500 or the internation of the persons in the state of the internation of the persons in the state of the internation of the persons in the state of the internation of the persons in the state of the internation of the persons in the state of the internation of the persons in the

Please submit completed W-9 form with your bid proposal

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:	De Par 1 + Del: lalache.	
ADDRESS:	Du lage County Filour VI Bree	.
	Du Page Country Public Works 7900 South Rt 53	
	Woodridge, Il 60517	
CONTACT PERSON:	E. PA L	
TELEPHONE NUMBER:	Fay Clark 630-682-7159	
:	630-682-7159	
COMPANY NAME:	Carol Sham Park Dishiet	
ADDRESS:		
	301 W Lies Rd.	···
	Carol Scheom, Il 60188	
CONTACT PERSON:		
	Bill Rosenburg	
TELEPHONE NUMBER:	630-675-1186	
COMPANY NAME:	Lombard Park District	
ADDRESS:		<u> </u>
	227 W. Parkudo Ave	
	227 W. Parkside Ave Lomband, Il 60148	
CONTACT PERSON:		
	Bill Neese	
TELEPHONE NUMBER:	630- 620- 3571	
COMPANY NAME:	HA CAA OI DILL	
ADDRESS:	Alen Ellyn Park District	
IDDI(EGG.	185 Spring Ave	
	Alen Ellayn, Il 60137	
CONTACT PERSON:	Eric	
ELEPHONE NUMBER:	630-858-6037	
TATE THE MIRADED OF VEADO		
TATE THE NUMBER OF YEARS N BUSINESS:	30	
TATE 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 Consent Agenda - 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: At the April 7, 2015 Board of Trustees meeting, the Board approved the item to be moved to the consent agenda.



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.



CONTRACT 1557

TREE MAINTENANCE SERVICES

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

I. TREE REMOVAL SERVICES

A. TREE REMOVAL SERVICES

Туре	Tree Diameter (dbh) Classes	Estimated #of Trees	Estimated Total Diameter	Unit Price per inch ¹	Extended Total
	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
Tree Removal	37" +	12	455	\$ 30	\$13,650
			GRO	OUP A TOTAL	\$

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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:

During Normal Working Hours: \$116.50 per man-hour¹

2. Outside Normal Working Hours: \$150.00 per'man-hour

II. STUMP REMOVAL SERVICES - HINSDALE

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

13,52

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-hour¹

Outside Normal Working Hours: ______per man-hour¹

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	%

GENERAL TERMS AND CONDITIONS

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.

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

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 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.

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 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

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.

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. <u>Measurement of Parkway Trees</u>

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. <u>Tree Removal</u>

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.

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. <u>Emergency/Disaster Services</u>

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. <u>Travel Time/Trip Charge</u>

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. <u>Debris Disposal & Clean-up</u>

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.

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. <u>Location of Stumps</u>

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

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 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

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. <u>Debris Disposal & Clean-up</u>

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:

- 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 payment surface or sidewalk damage caused by the Contractor and deduct those costs from any payment due to the Contractor.

H. <u>Compliance Agreements – Illinois Department of Agriculture</u>

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
Pree Removal	
1–11"	0
12-18"	3
19-26"	39
27-36"	41
37"+	12
TOTAL	95
SiumoRemova	
1–11"	3
12-18"	81
19-26"	55
27-36"	100
37"+	15
TOTAL	254
Au marékets	
1–11"	0
12-18"	0
19-26"	0
27-36"	0
37"+	0
TOTAL	0

Table 2. Approximate Inventory of Trees

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

Village of Hinsdale

2. VILLAGE OF HINSDALE

Project Manager and Contact Information: John Finnell, Village Forester, ifinnell@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 1557

VILLAGE OF HINSDALE

CONTRACT 1557

This agreement is made this <u>1st</u> day of <u>May</u>, 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 <u>lst</u> day of <u>May</u>, 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:

By:

Title: Ronald Reposh, Secretary

Title: Richard Reposh, President

Attest/Witness:

By: Chuttee M Buton

Title: Village C

VILLAGE OF HINSDALE

Village Manager

Executed In Triplicate
Bond Number: 929295111

PERFORMANCE BOND

Homer Tree Care, Inc.	SENTS: that	
14000 Archer Avenue., Lockport, IL 6044	(Name of Corporation)	
A Corporation	(Address of Corporation)	hereinafter called Principal and
(Corporation, Partnership, or I	ndividual)	
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 605	521	
	(Address of Owner)	
In lawful money of the United States ourselves, successors, and assignated in the CONDITION OF THIS OBLIGATION THE CONDITION OF THIS OBLIGATION THE OWNER, dated the	B, jointly and severally, firmly by the BATION is such that whereas, the I	m well and truly to be made, we bind
s hereto attached and made a part	t hereof for the construction of:	• • • • • • • • • • • • • • • • • • • •
covenants, terms, conditions, and extensions thereof which may be gone year guaranty period, and if he shall fully indemnify and save har eason of failure to do so, and sh	agreements of sald contract during ranted by the VILLAGE, with or with a shall satisfy all claims and demainless the VILLAGE from all costs all reimburse and repay the VILLAGE.	erform its duties, all the undertakings, ing the original term thereof, and any nout notice to the Surety and during the inds incurred under such contract, and and damages which it may suffer by AGE all outlay and expense which the shall be void; otherwise to remain in full
ROVIDED, FURTHER, that the	said surety, for value received h	nereby stipulates and agrees that no

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.

terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is be deemed an original and this the <u>23rd</u>	executed in three counterparts, each or day of May 2014	e of which shall
ATTEST:		
	Homer Tree Care, Inc.	•
(SEAL)	By: frull bu	
	Richard Reposh, President	
	Homer Tree Care, Inc.	
	Western Surety Company	
ATTEST: See Attached Jurat	By: Rene' Roulo	
(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, <u>John J. Naso Jr.</u>, a Notary Public in and for the state and county aforesaid, do hereby certify that Rene' Roulo of <u>Orland Park, Illinois</u> 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 <u>Attorney-in-Fact</u> of the <u>Western Surety Company</u>, and as the free and voluntary act of the <u>Western Surety Company</u>, 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 <u>December 13, 2017</u>. NOTARIAL JURAT

Notary Public

"OFFICIAL SEAL"
JOHN J. NASO, JR.
Notary Public. State of Illinois
My Commission Excires 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 Bruffer Vina Breaklant

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.

wy	commission	expires
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June 23, 2015



CERTIFICATE

J. Mohr, Not

3. Mont, Hotary Public

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

J. Relson, Assistant Secretary

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.
Authorized Agent of Contractor
Subscribed and sworn before me this $\frac{1st}{}$ day of $\frac{May}{}$ 20 $\frac{14}{}$.
Should Holic
Shery1 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:
 - 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: Mill			
Richard Reposh	_		
Subscribed and sworn before me this	1st	day of May	20 ¹⁴
•			

Notary Public:

Sheryl . Leslie

OFFICIAL SEAL SHERYL A LESLIE NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:02/22/15

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.

Homer Tree Care, Inc.
CONTRACTOR

May 1, 2014

DATE

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Consent Agenda - 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.

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Approval	Approval	Approval	Approval	Manager's
1	. .	- 1 1 1	pp. ova.	manager 5
				Approval
			l	Approvai

BOARD ACTION: At the April 7, 2015 Board of Trustees meeting, the Board approved the item to be moved to the consent agenda.



ELM AND ASH TREATMENTS ELM INOCULATION SERVICES

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

I. ELM TREATMENTS –

	Ave.				
			Estimated Total	Unit Price	Extended
Type Elm	(dbh)	#of Trees	Diameter	per inch	Total
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
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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.

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

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;

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 <u>insurance carrier</u>. Specifically, this Certificate <u>must</u> 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 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 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 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

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.

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 to 12 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.

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, <u>ifinnell@villageofhinsdale.org</u>, 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 27 day of, 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: July 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. <u>BALANCED ENVIRONMENTS</u> , <u>TNC.</u> , 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. <u>CALANCED ENVIRONMENTS</u> , <u>TNC.</u> , 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: Jun a Clem MES. Authorized Agent of Contractor
Subscribed and sworn before me this
Ina h 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:
 - 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.
 - Specifying the actions that will be taken against employees for violations of such b. prohibition.
 - Notifying the employee that, as a condition of employment on such contract or grant, C. 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:
 - the dangers of drug abuse in the workplace; a.
 - the grantee's or CONTRACTOR'S policy of maintaining drug free workplace; b.
 - any available drug counseling, rehabilitation, and employee assistance program; and C.
 - The penalties that may be imposed upon employees for drug violations.
- Making it a requirement to give a copy of the statement required by subsection (a) to each 3. employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- Notifying the contracting agency within 10 days after receiving notice under part (B) of 4. paragraph (3) of subsection (a) from an employee or otherwise receiving actual notice of such conviction.
- Imposing a sanction on, or requiring the satisfaction participation in drug assistance or 5. rehabilitation
- Assisting employees in selecting a course of action in the event drug counseling treatment. 6. and rehabilitation is required and indicating that a trained referral team in place.
- Making a good faith effort to continue to maintain a drug free workplace through 7.. implementation of this Section.
- Failure to abide by this certification shall subject the CONTRACTOR to the penalties 8. provided in Section 6 (30 ILCS 580/6) of the Act.

Signed:_(

Subscribed and sworn before me this 14th day of Mcu

Notary Public: Lina & Russelli



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. John a Clam pres.

SONTRACTOR

5-14-14

PERFORMANCE BOND

Bond #2145986

KNOW ALL MEN BY THESE Balanced Environments Inc.	PRESENTS: that	
17950 W. Route 173, Suite B, Old	(Name of Corporation) Mill Creek, IL 60083	
A Corporation	(Address of Corporation)	hereinafter called Principal and
(Corporation, Partnership,	or Individual)	
West Bend Mutual		
	(Name of Surety)	
8401 Greenway Blvd. Suite 1100,	Middleton, WI 53562	
The second state of the second	(Address of Surety)	
Hereinafter called Surety, are I	neld and firmly bound unto	
Village of Hinsdale		
	(Name of Owner)	
19 E. Chicago Ave., Hinsdale, IL 60	(Address of Owner)	
Hereinafter called OWNER, in In lawful money of the United ourselves, successors, and as		hree hundred seventy and no/100. \$ 136,370.00 well and truly to be made, we bind presents.
with the OWNER, dated the	BLIGATION is such that whereas, the Printer 12th day of Me part hereof for the construction of: Elm and	y 2014 a copy of which
covenants, terms, conditions, extensions thereof which may one year guaranty period, and shall fully indemnify and save reason of failure to do so, and	rincipal shall well, truly and faithfully perf and agreements of said contract during be granted by the VILLAGE, with or withou if he shall satisfy all claims and demand harmless the VILLAGE from all costs a d shall reimburse and repay the VILLAG good any default, then this obligation sha	the original term thereof, and any it notice to the Surety and during the is incurred under such contract, and damages which it may suffer by E all outlay and expense which the
change, extension of time, although the specific AT BOND and it does hereby wait	the said surety, for value received her eration or addition to the terms of the corrions accompanying the same shall in a ve notice of any such change, extension WORK or to the SPECIFICATIONS.	ntract or to WORK to be performed any wise affect its obligation on this

PROVIDED, FURTHER, that no final settlement between the VILLAGE and the CONTRACTOR shall abridge

be deemed an original and this the13t	n day of May , 2014.
ATTEST:	
	By: _Balanced Environments Inc.
(SEAL)	BRUCE A. CHURCH
	
ATTEST: N. J.	
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.



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

State of Wisconsin County of Washington

Kevin A. Steiner

Chief Executive Officer / President

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.

NOTARY PUBLIC OF WISC

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

day of

Dale J. Kent

Executive Vice President -Chief Financial Officer



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(les) 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 Kerry Parmenter	
Crissie Insurance Group	PHONE (A/C, No. Ext): (847) 296-0655 FAX (A/C, No): (847))297-7779
1700 Higgins Road	E-MAIL ADDRESS: parmenterk@crissieinsurance.com	
Suite 320	INSURER(S) AFFORDING COVERAGE	NAIC #
Des Plaines IL 60018-4221	INSURER A :National Fire Ins of Hartford	20478
INSURED	INSURER B: The Continental Ins. Co.	35289
Balanced Environments Inc.	INSURER C: Continental Casualty Company	20443
17950 W Route 173	INSURER D: Insurance Company of the West	27487
Suite B	INSURERE: Mt Hawley Insurance Company	37974
Old Mill Creek IL 60083	INSURER F:	

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		SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	
	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A	CLAIMS-MADE X OCCUR			5090846605	1/1/2014	1/1/2015	MED EXP (Any one person) \$ 5,000
	X Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG s 2,000,000
	POLICY X PRO- JECT LOC				<u> </u>		S
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
В	X ANY AUTO		1		l		BODILY INJURY (Per person) \$
_	AUTOS SCHEDULED			5090846619	1/1/2014	1/1/2015	BODILY INJURY (Per accident) \$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
	X UMBRELLA LIAB X OCCUR			٠.			EACH OCCURRENCE \$ 5,000,000
С	EXCESS LIAB CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED X RETENTIONS 10,000			5090846622	1/1/2014	1/1/2015	s
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			•			X WC STATU- OTH- TORY LIMITS ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT \$ 1,000,000
	(Mandatory in NH)			WIL502072702	3/1/2014	3/1/2015	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
Α	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
			L		L		

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	CANCELLATION
Village of Hinsdale 19 E. Chicago Ave.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Hinsdale, IL 60521	AUTHORIZED REPRESENTATIVE
	Anthony F Crissie/KSP anthy M. Crissia
	@ 4000 2040 4 CODD CODDODATION AND A

7h

DATE: April 21, 2015

	REQUE	ST FOR B	OARD A	CTION	İ	
AGENDA	Concept Agende	rnc.	ORIGIN			nistration
ITEM	R Consent Agenda -	EPS	DEPAR'	INEN		A. Gargano
			APPRO	VAL	Village M	•
there would be a changes to the Villa municipal code curred tree board. Moving with the same duties The initial Tree Boat Trustee LaPlaca, the changes to the Villa and t	Committee of the Wage Code would need rently designates the forward, a separate is and responsibilities and will consist of the the current chair of the	/hole converted to be made Environme board will be as currently current methological the EPS Converted	ened as de with reent and Poe create repetition of specified embers of committee	needeespect Public S d to ad d in the f the E	ed, the Bo to the dut Services C ddress res e code. PS Comm e Village	of Committees meeting pard recognized certain ies of tree review. The committee (EPS) as the sident issues with trees, writtee and be chaired by President shall appoint
members in the futu	re who shall serve on	e-year term	ns and the	ose ter	ms will be	gin in May each year.
·						
If the Board agrees	with the proposed cha	anges, the f	following	motion	would be	appropriate:
	prove an Ordinance ale regarding the Tro		j 7-2-10 a	ınd 7-2	2-11 of the	Village Code of
APPROVAL	APPROVAL	APPROV	AL	APPR	OVAL	MANAGER'S APPROVAL
COMMITTEE ACTI	ON:					
BOARD ACTION:						

VILLAGE OF HINSDALE

ORDINANCE	NO	
CINDINAINCE	110.	

AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE 7 "PUBLIC WAYS AND PROPERTY," CHAPTER 2 "TREES AND SHRUBS" OF THE HINSDALE VILLAGE CODE RELATING TO THE VILLAGE TREE BOARD

WHEREAS, the President and Board of Trustees of the Village of Hinsdale ("Village") desire to amend the Village Code of Hinsdale relative to the creation, duties and function of the Tree Board (the "Code Amendments"); and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale find that it is in the best interests of the residents, the property owners and the businesses of the Village to enact the Code Amendments as set forth below.

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 Section 1 of this Ordinance by this reference.

SECTION 2: Title 7 (Public Ways and Property), Chapter 2 (Trees and Shrubs), Section 10 (Tree Board), is hereby amended and shall read in its entirety as follows:

7-2-10: TREE BOARD:

A. Creation and Purpose: There is hereby created and established a village tree board. The tree board shall advise and assist the president and board of trustees with regard to those matters relative to residents and their trees in accordance with the powers and duties set forth in section 7-2-10 of this chapter. 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 standing board committee shall serve as chairman of the tree board.

B. Members and Terms

- 1. 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 of trustees. All members shall be 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. The first tree board established shall consist of existing members of the village board and the chairperson shall be the current chair of the Environment and Public Services Committee.
- 2. Terms Generally: Except as provided in subsection B(3) of this section, each appointment of a member shall be for a term of one (1) year or until that member's replacement has been appointed.
- 3. Chairperson: The village president, with the advice and consent of the board of trustees, shall appoint one trustee as chairperson and one

trustee as vice-chairperson. The chairperson, or the vice chairperson in the absence of the chairperson, shall preside at all meetings and shall fulfill the customary functions of the position of chairperson. The chairperson and vice-chairperson shall serve in that position until the expiration of the one year term as set forth subsection B-2 of this section or until the village president has made a new appointment to those positions, whichever is sooner.

C. 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 of trustees 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.

SECTION 3: Title 7 (Public Ways and Property), Chapter 2 (Trees and Shrubs), Section 11 (Duties and Responsibilities), is hereby deleted in its entirety and Section 12 (Penalties) is renumbered.

SECTION 4: Severability and Repeal of Inconsistent Ordinances. Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

SECTION 5: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this day of	201	15.
AYES:		·
NAYS:		
ABSENT:		
APPROVED by me this the Village Clerk this same day.	day of	, 2015, and attested to by
	Thomas K. Caulev. J	Ir Village President

ATTEST:	
Christine M. Bruton, Village Clerk	
This Ordinance was published by me in pamphlet form on the day, 2015.	of
Christine M. Bruton, Village Clerk	

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. (Ordo O2011-08, 2-15-2011)

02011-08, 2-15-2011)

MEMBERS AND TERMS: TE

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- 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.

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)

DATE: April 21, 2015

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING
SECTION NUMBER Consent Agenda - EPS	DEPARTMENT Public Services
ITEM Contract Change Order #1	APPROVAL Dan Deeter, PE
2014 Reconstruction Project	Village Engineer
John Neri Construction Company	

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	<u>Contract</u>	<u>Final Costs</u>
•	Construction Observation	\$ 322,935	\$ 151,883	\$ 124,160
•	Construction	<u>\$3,663,920</u>	<u>\$3,638,571</u>	\$3,491,69 <u>6</u>
•	Total	\$3,986,855	\$3,790,454	\$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: At the April 7, 2015 Board of Trustees meeting, the Board approved the item to be moved to the consent agenda.

RESOLUTION NO.	R	E	S	0	L	U	T	1	0	1	1		N	C).			
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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:

<u>Section 1.</u> Recital. The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

<u>Section 2.</u> <u>Approval of Change Order.</u> The Change Order is hereby approved in the form attached (Exhibit A) to this Ordinance and by this reference incorporated herein.

Project:

Contractor:

2014 Reconstruction Project

Location: Various Streets

John Neri Construction Company

Change Order No. 1 Contract No. - N/A

Date: 04/07/15 Page 2 of 3

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



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

									T		_	
No.	Description	Units	Quantity		Unit Price	L	Amount	Quantity	L	Unit Price	L	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
	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	1,085	\$	32.00	\$. 34,720.00	1633.7	\$	32.00	\$	52,278.40
	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	\$	
	TEMPORARY EROSION CONTROL SEEDING	POUND	215	\$	6.00	\$	1,290.00		\$	6.00	\$	-
	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
	PORTLAND CEMENT CONCRETE BASE COURSE 6"	SQ YD	30	\$	48.00	\$	1,440.00	23.9	\$	48.00	\$	1,147.20
	CONCRETE EDGING, 12"	FOOT	30	\$	18.00	\$	540.00	26.7	\$	18.00	\$	480.60
	AGGREGATE SURFACE COURSE, TYPE	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
	HOT-MIX ASPHALT BINDER COURSE, IL- 19.0. N50	TON	2,482	\$	69.50	\$	172,499.00	2401.0	\$	69.50	\$	166,869.50
	HOT-MIX ASPHALT SURFACE COURSE,	TON	2,007	s	75.00	s	150,525.00	2295.0	\$	75.00	s	172,125.00
	MIX "D", N50	SQ YD	4,762	\$	1.00	\$	4,762.00		\$	1.00	\$	172,125.00
	PROTECTIVE COAT HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 3"	SQ YD	251	\$	45.00	\$	11,295.00	294.1	\$	45.00	\$	13,234.50
	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	718	\$	48.00	\$	34,464.00	900.6	\$	48.00	\$	43,228.80
	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	119	\$	58.00	\$	6,902.00	99.4	\$	58.00	\$	5,765.20
	PAVER REMOVAL, SALVAGE, AND REPLACEMENT	SQ FT	3,549	\$	9.00	\$	31,941.00	3764.9	\$	9.00	\$	33,884.10
	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	15,460	\$	4.75	\$	73,435.00	14893.4	\$	4.75	\$	70,743.65
	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
	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

Project: Location: Contractor					
11.	Adjustments in Contract Price:				
·	A. Original Contract Price:B. Net (addition)(reduction) due to all previous Change Order	\$ 3,638,571.00			
•	No.	\$ -			
	C. Contract Price, not including this Change Order	\$ 3,638,571.00	• ·		
	D. (Addition)(Deduction) to Contra Price due to this Change Orde				
	E. Contract Price including this Change Order	\$ 3,491,695,97	•		
Accepted: Contractor	: John Neri Construction Company				
D	•				
Ву:	Signature of Authorized Representation	tive	Date		
Village of I	Hinsdale:				
By:		•			
	Signature of Authorized Representati	tive	Date		
	Signature of Authorized Nepresental	ri v C	Date		

Exhibit A VILLAGE OF HINSDALE CHANGE ORDER

Project:

١.

2014 Reconstruction Project

Location:

Various Streets

Contractor:

John Neri Construction Company

Change Order No. 1

Contract No. - N/A

Date: 04/07/15

Page 1 of 3

- 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.

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.

<u>Section 4.</u> <u>Execution of Change Order.</u> The Village Manager is authorized to execute the Change Order on behalf of the Village.

<u>Section 5.</u> <u>Effective Date.</u> This resolution shall be in full force and effective from and after its passage and approval.

PASSED: this	day of	2015,
AYES:		
NAYS:		
ABSENT:		
APPROVED this	day of	2015.
		Village President
ATTEST:		
Village Clerk		

				_					r
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
	RELAY SANITARY SEWER PVC SDR 26, 10"	FOOT	40	\$	80.00	\$ 3,200.00	22.0	\$ 80.00	\$ 1,760.00
	RELAY SANITARY SEWER PVC SDR 26, 12"	FOOT	180	\$	84.00	\$ 15,120.00	157.3	\$ 84.00	\$ 13,213.20
	RELAY SANITARY SEWER PVC SDR 26, 15"	FOOT	20	\$	90.00	\$ 1,800.00	10.0	\$ 90.00	\$ 900.00
	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	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

	·	
Χl	Watermain Connections at Walnut	\$ 4,000.00
X2	Madison Street ATT Conflicts	\$ 9,645.21
Х3	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	Pine P106 Rock Excavation	\$ 4,530.76
X8	San 2816 Structure Modification	\$ 2,303.55
X9	Corp Stop Brak at #532 Walker	\$ 681.01
	Relocate S202 and Reconstruct S203	\$ 1,893.17
X11		\$ 3,120.00
	Water Main Break at Walnut and Elm	\$ 4,549.52
		\$ 57,253.62

Total Complete to Date	\$	3,491,695.97
Less: 10% Retention	\$	o secretification discretificati
Balance	\$	3,491,695.97
Less: Previous Payments	\$	2,758,068.90
Balance Due Today	7	733,627.07

Sincerely,

Nicholas Neri, President John Neri Construction Company, Inc

II I	CATCH BASINS, TYPE C, TYPE 3V			1		ı		ı	1		1	
81	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
	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
	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
	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
	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	\$	•
<u> </u>	INLETS TO BE ADJUSTED WITH NEW	EACH	8			Ĺ				750.00	8	
	TYPE 3 FRAME AND GRATE			\$	750.00	\$	6,000.00		\$	750.00	8	-
	VALVE VAULTS TO BE ADJUSTED	EACH	9	\$	300,00	\$	2,700.00		-	300.00	-	
	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
	CONCRETE CURB TYPE B, (SPECIAL)	FOOT	300	\$	15.50	\$	4,650.00	288.3	.\$	15.50	\$	4,468.65
	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	9,904	\$	15.00	\$	148,560.00	10200.7	\$	15.00	\$	153,010.50
	SPECIAL WASTE DISPOSAL	CU YD	500	\$	75.00	\$	37,500.00	474.3	\$	75.00	\$	35,572.50
	CCDD/LUST TESTING,MANAGEMENT, & COMPLIANCE	L SUM	1	\$	15,000.00	\$	15,000.00	1.0	\$	15,000.00	\$	15,000.00
	CCDD MATERIALS MANAGEMENT ALLOWANCE	L SUM	1	\$	40,000.00	\$	40,000.00	3762.3	\$	1.00	\$	3,762.30
	MOBILIZATION	L SUM	1	\$	75,000.00	\$	75,000.00	1.0	\$	75,000.00	\$	75,000.00
	TRAFFIC CONTROL COMPLETE	L SUM	1	s	38,500.00	\$	38,500.00	1.0	\$	38,500.00	\$	38,500.00
	SIGN PANEL - TYPE 1	SO FT	182	\$	18.00	s	3,276.00		\$	18.00	\$	
	METAL POST - TYPE A	FOOT	341	\$	10,00	\$	3,410.00		\$	10.00	\$, -
	THERMOPLASTIC PAVEMENT MARKING -	FOOT	1,200	\$	4.50	\$	5,400.00	646.5	\$	4.50	\$	2,909.25
	LINE 12" THERMOPLASTIC PAVEMENT MARKING -	FOOT	252	\$	9.00		2,268.00	161.0	\$	9,00		1,449.00
110	LINE 24" PAINT PAVEMENT MARKING - LINE 6"	FOOT	50	s	5.00	\$	250.00		\$	5.00	\$	-
	PAINT PAVEMENT MARKING - LINE 12"	FOOT	50	\$	7.00	\$	350.00		\$	7.00	\$	-
	PAINT PAVEMENT MARKING - LINE 12 PAINT PAVEMENT MARKING - LINE 24"	FOOT	50	\$	14.00	\$	700.00		\$	14.00	\$	-
	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH, SPECIAL	SQ YD	25	\$	140.00		3,500.00		\$	140.00	\$	
	ABANDON EXISTING UTILITY (INCLUDES SAN. SEWER)	L SUM	1	\$	8,000.00	\$	8,000.00	1.0	\$	8,000.00	\$	8,000.00
	DROP MANHOLES, WITH TYPE 1 FRAME, CLOSED LID	EACH	2	\$	8,500.00	\$	17,000.00	2.0	\$	8,500.00	\$	17,000.00
	MANHOLES, SANITARY	EACH	21	\$	2,600.00	\$	54,600.00	20.0	\$	2,600.00	\$	52,000.00
	VALVE BOXES TO BE REMOVED	EACH	1	\$	150.00	\$	150.00	2.0	\$	150.00	\$	300.00
	RELAY SANITARY SERVICE, 6" PVC	FOOT	250	\$	75,00	\$	18,750.00	111.7	\$	75.00	\$	8,377.50
	SANITARY LATERAL REPAIR, 6" PVC	FOOT	310	\$	45.00	\$	13,950.00	321.5	\$	45.00	\$	14,467.50
	REPAIR/REPLACE FLAGSTONE	SQ FT	250							· · · · · · · · · · · · · · · · · · ·		
121	LANDSCAPE WALL		L	\$	25.00	\$	6,250.00	9.3	\$	25.00	\$	232.50

36	COMBINATION CURB AND GUTTER REMOVAL	FOOT	9,861	s	3,00	s	29,583.00	9861.0	\$	3.00	\$ 29,583.00
	SIDEWALK REMOVAL	SQ FT	15,818	Ť	2.00	\$	31,636.00	14893.4	\$	2.00	\$ 29,786.80
	CLASS D PATCHES, TYPE I, 6 INCH	SQ YD	70	s	55.00	\$	3,850.00		\$	55.00	\$ -
	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	298	s	52.00	s	15,496.00	27.1	\$	52.00	
	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	270	s	50,00	\$	13,500.00	61.0	\$	50.00	\$ 3,050.00
	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	210	ŝ	48,00	s	10,080.00	1007.0	\$	48.00	\$ 48,336.00
	CONCRETE COLLAR	EACH	2	\$	500,00	s	1,000.00	1.0	\$	500,00	\$ 500.00
44	PROPOSED STORM SEWER			٠	500,00	۳	1,000.00		_		
	CONNECTION TO EXISTING STORM	EACH	1						•	800.00	\$ 800.00
43	SEWER			\$	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
	STORM SEWERS, RUBBER GASKET,	FOOT	143			_		1450	s	42.00	\$ 6,090.00
45	CLASS A, TYPE 1, 15" STORM SEWERS, RUBBER GASKET,			\$	42.00	\$	6,006.00	145.0	3	42.00	3 0,020.00
46	CLASS A, TYPE 1, 18"	FOOT	140	\$	45.00	\$	6,300.00	141.0	\$	45.00	\$ 6,345.00
	STORM SEWERS, RUBBER GASKET,	FOOT	35					260		49.00	\$ 1,728.00
47	CLASS A, TYPE 2, 18"			\$	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
	STORM SEWERS, RUBBER GASKET,	FOOT	568				22.2.2.5	6440		E0.00	e 21.652.00
	CLASS A. TYPE 2, 24"			\$	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
	STORM SEWERS, RUBBER GASKET,	FOOT	339				24.40.00	201.0		70.00	e 26.039.00
	CLASS A, TYPE 2, 36" STORM SEWERS, RUBBER GASKET,			\$	78.00	\$	26,442.00	321.0	\$	78.00	\$ 25,038.00
	CLASS A, TYPE 3, 24"	FOOT	240	\$	95.00	\$_	22,800.00	231.0	\$	95.00	\$ 21,945.00
	STORM SEWERS, RUBBER GASKET,	FOOT	488				70 500 00	CO 2 O	e	110.00	e 55.330.00
53	CLASS A, TYPE 3, 27"	1001		\$	110.00	\$	53,680.00	503.0	\$	110.00	\$ 55,330.00
	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 3, 30"	FOOT	20	\$	130.00	\$	2,600.00	8.0	\$	130.00	\$ 1,040.00
	STORM SEWERS, RUBBER GASKET,	FOOT	168						_	10.7.00	20 (80 00
55	CLASS A, TYPE 3, 36"	1001		\$	135.00	\$	22,680.00	168.0	\$	135.00	\$ 22,680.00
	STORM SEWERS, RUBBER GASKET,	FOOT	315	s	128.00	\$	40,320.00	312.0	\$	128.00	\$ 39,936.00
	CLASS A, TYPE 4, 27" / STORM SEWERS, CLASS A, TYPE 2	FOOT	40			<u> </u>					
	EQUIVALENT ROUND-SIZE 24"	FOOT	49	\$	80.00	\$	3,920.00	40.0	\$	80.00	\$ 3,200.00
	STORM SEWER SERVICE, CLASS B,	FOOT	870	s	36,00	\$	31,320.00	570.0	\$	36.00	\$ 20,520.00
58	TYPE 1 , 6" STORM SEWER SERVICE, CLASS B,			*	30,00		31,320.00	370.0	-	30.00	20,320.00
59	TYPE 1, 8"	FOOT	450	\$	40.00	\$	18,000.00	166.0	\$	40.00	\$ 6,640.00
	STORM SEWERS, CLASS B, TYPE 1, 12"	FOOT	609	\$	42.00	\$	25,578.00	674.8	\$	42.00	\$ 28,341.60
60				*	42.00	*	23,378.00	0/4.6	4	42.00	\$ 20,341.00
61	STORM SEWERS, CLASS B, TYPE 2, 12"	FOOT	229	\$	45.00	\$	10,305.00	184.0	\$	45.00	\$ 8,280.00
	STORM SEWERS, CLASS B, TYPE 3, 21"	FOOT	17	\$	125.00		2,125.00	12.5	e	125.00	\$ 1,562.50
62								70.0	\$		\$ 3,360.00
	PVC WATER MAIN 4"	FOOT	40 2,365	\$	48.00 54.00		1,920.00 127,710.00	2175.7	\$		\$ 3,360.00 \$ 117,487.80
	PVC WATER MAIN 8"	FOOT		\$		_	4,080.00		\$	54.00	\$ 5,712.00
	PVC WATER MAIN 12"	FOOT	60	\$	68.00	\$		84.0		68.00	
	PVC WATER MAIN 16"	FOOT	25	\$	95.00	\$	2,375.00 11,200.00	4.0	\$ \$	95.00	\$ - \$ 5,600.00
	WATER VALVES 8"	EACH	8	\$	1,400.00			4.0	-	<u>-</u>	
	PRESSURE CONNECTION 12" X 8"	EACH	1	\$	4,200.00	_	4,200.00	2 ^	\$		\$ -
	INSERT VALVE, 4"	EACH		\$	5,800.00	\$	11,600.00	2.0	\$		\$ 11,600.00
	INSERT VALVE, 8"	EACH	3	\$	7,600.00		22,800.00	3.0	\$		\$ 22,800.00
	INSERT VALVE, 12"	EACH	4	\$	10,500.00		42,000.00	3.0	\$	10,500.00	\$ 31,500.00
_	WATER SERVICE, NEARSIDE, 1 1/2"	EACH	12	\$			19,200.00	22.0	\$	1,600.00	\$ 35,200.00
	WATER SERVICE, FAR SIDE, 1 1/2"	EACH	27	\$	2,600.00		70,200.00	23.0	\$		\$ 59,800.00
	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
	FIRE HYDRANT WITH AUXILIARY VALVE	EACH	7				20 400 00		_	4 000	
	AND VALVE BOX			\$	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
	CATCH BASINS, TYPE A, 4-DIAMETER,	EACH	2	\$	2,250.00	\$	4,500.00	2.0	\$	2,250.00	\$ 4,500.00
78	TYPE 1 FRAME, OPEN LID CATCH BASINS, TYPE A, 4'-DIAMETER,			-	2,230.00	"	,,500.00	۷.۰	¥	2,230.00	4,500.00
79	TYPE 3 FRAME AND GRATE	EACH	9	\$	2,450.00	\$_	22,050.00	8.0	\$	2,450.00	\$ 19,600.00
	CATCH BASINS, TYPE A, 4"-DIAMETER,	EACH	-								
			27				l l				

Project	
nstruction	Illinois
2014 Reco	Hinsdale,

Hinsdale, Illinois		Change Order Field Record	d Record	Estima	Estimated Cost	Submitt	Submitted Cost	John Neri	
	Pay Item	Description and Reason for Change	Status	Estima	red Cost Deduction	Submitte	ed Cost Deduction	Invoice	
4" W	4" WATER MAIN CONNECTIONS	Replacement of existing 4" Cast Iron Water Main at the intersection of Watnut and Clay	Complete			\$ 4,000.00		×	
2 ≥	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		ZX	
<u>∑</u>	PVC WATER MAIN 12"	12" water main broke at the northeast corner of Walker and The Lane.	Complete		·	\$ 7,219.10		£	
_ ≧	PVC WATER MAIN 12"	12" water main broke twice at the intersection of Walker and The Lane	·Complete			\$ 14,563.82		*	
<u>a</u>	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	
4	4" WATER MAIN	Repair to water main break on East Walnut in front of the AHH - existing 6" cast iron lead joints falled.	Complete			\$ 3,258.19		9X	
I F	TIME & MATERIAL	Demolition of a large, underground boulder which blocked the route of the storm sewer on E. Walnut.	Complete			\$ 4,530.76		X	
<u> </u>	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		8X	
	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		8X	
+=	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	
	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					X11	
+=	PVC WATER MAIN 8"	Water main break at Walnut and Elm	Complete			\$ 4,549.52	- 1	X12	
++		Line Item Quantity Reconciliation	Complete				\$ 204,125.65		
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-{		Subtotal Total		ا ھ	\$ \$ (146,875.03)	\$ 57,250.62 3) Addition	\$ 204,125.65		
됐	Construction Observation	Construction							
			せっちゃ		3,663,920.00 3,638,571,00 25,349.00 172,224,03		Total Project Contingency:	69 ∵	343,276.03
Contingency: \$	00.260,171		'n						

343,276.03

80

DATE: April 21, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Second Reading – ACA	ORIGINATING DEPARTMENT Administration
ITEM Approval of the Annual Performance Budget for FY 2015-16.	Darrell Langlois APPROVAL 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.

At the Village Board meeting of April 7, 2015, there was a general introductory overview of the Draft FY 2015-16 Budget in order to provide context for the first reading. The draft Budget was subsequently reviewed in detail at the Committee-of-the Whole meeting on April 13, 2015. At the conclusion of that meeting, the Committee recommended approval of the FY 2015-16 Budget and requested that it be placed on the April 21, 2015 agenda for a second reading and eventual adoption. To date there have been no requested changes to the Draft FY 2015-16 Annual Performance Budget. As such, it the recommendation of staff to approve the Draft FY 2015-16 Annual Performance Budget as presented.

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

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
meeting on April 1		is recommended for	approval at the Co	mmittee-of-the-Whole
BOARD ACTION				
	•			

DATE: April 21, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION Second Reading - ACA	ORIGINATING DEPARTMENT	A d
ITEM Approval of the FY 2015-16 Pay Plan	APPROVAL	Administration Sandy Mikel
		Administration Manager

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
and was recommended	ION: This item was I for a second reading	discussed at the Comr g and adoption at the V	mittee-of-the-Whole Village Board meeting	meeting on April 13, 2015 g on April 21, 2015
BOARD ACTION:	·*			

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

Hourly		4 \$33.1624	_	5 \$40.1313	7 \$39.2737	1 \$37.9671	╀	4	8 \$34.7766	╀	3 \$32.7304	9 \$31,3788			- 1	76 \$29.5709	11 \$28 5674	4	70 \$26.7494	
Hourly	Minimum	\$20.9404	\$29.2978	\$27.6005	\$27.0107	\$26 1121	24.20	\$25.1151	\$23.9178	2000	\$72.55/3	\$21,5809				\$20.3376	\$10 6841	50.50	818.3970	
Annual	Maximum	\$91,660.79	\$85,932.00	\$78,256.03	\$76 583 62	\$74 035 86	27,000,110	\$71,203.45	\$67 814 43	0, 10, 100	\$63,956.86	\$64 188 50	60.00.10			\$57,663.23	&EE 708 44	455,700.41	\$52,161,26	
Annual	Minimum	\$57.879.38	\$57,130.66	\$53 821.07	\$52 670 85	#50,010,00 #50,049,60	\$30,910.0Z	\$48,970.62	\$18 B30 70	440,000.10	\$43.986.71	000000	\$42,002.02			\$39 658 25	000000	\$58,585.80	\$35 874 23	20,000
		Cirofighter/Daramedic				1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	Village Clerk/Executive Assistant				Administrative Services Coordinator	Addinibiliative Oct wood occidinate	Secretary	Account Clerk	Records Clerk					
	Exempl	romon	z	z	Z	z	Z	Z	2	Z		Z	Z				Z	z		z
	Annual	Hours	2764	1950	1950	1950	1950	200	1950	1050	3	1950	1950				1950	4050	200	1950
		Grade	NM355	NM350	NM345	NM340	NIM335	2000 E	NM330	NINGOOF	ININISES	NM320	NM315)			NM310	2000	COSIMINI	NM300
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Classification	Non-Management NM355	Non-Management	Non-Management	Non-Management	Non Monagement	Non-Management	Non-Management	400000000000000000000000000000000000000	Non-imanagement	Non-Management	Non Management	MOII-IMAII ABCIIICIII			Non-Management		Non-Management INMISUS	Non-Management

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

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

*Eligible for bonus based on KLM bookings

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

					Annual	Annual	Hourly	Hourly
Annual Grade Hours	Annual		Exempt from OT	Title	Minimum	Maximum	Minimum	Maximum
OBUC			>	Assistant Village Manager/ Director of Finance	\$112,587.77	\$167,065.73	\$54.1287	\$80.3201
M135 2080	2080		 - -		\$106,959.09	\$158,711.96	\$51.4226	\$76.3038
_			>	Director of Comm Dev/ Ruiding Commissioner	\$101,609.74	\$150,776.54	\$48.8508	\$72.4887
M130 2000	7000			Director of Public Services				-
				Police Chief				
				Fire Chief				
		٠.		Director of Parks & Recreation		00 000 01 74	0007	ACO 9644
M125 2080	2080		Y		\$96,530.62	\$143,238.00	\$40.4030 \$44.000	\$00.0044 \$65.4244
L	2080		>		\$91,703.43	\$136,076.58	\$44.0002	\$60.4214
M115 2080	2080		\	Director of Economic Dev/Urban Design	\$87,118.92	\$129,272.35	\$41.8841	\$05.1302
	•			Village Engineer				
•		•		Assistant Director of Public Services	-			
				Deputy Police Chief				0000
M440 2080	2080			Assistant Fire Chief	\$82,761.90	\$122,808.56	\$39.7894	\$59.0420
M105 2080	2080		\ \ -	Assistant Finance Director	\$75,775.57	\$116,668.47	\$36.4306	\$56.0906
				IT Coordinator				
				Assistant Village Engineer				
				Village Planner			0,000	00,10
M404 2080	2080		>	Civil Engineer	s62,730.00 s	\$92,840.40	\$30.16	\$44.63
\perp	2080		\ \	Management Analyst	\$56,763.00	\$84,009.24	\$27.2899	\$40.3891
L	2080		 -	Recreation Supervisor	\$43,986.71	\$63,956.86	\$21.1475	\$30.7485
L	2080		Z	Police Sergeant	\$72,456.05	\$110,206.27	\$34.8346	\$52.9838
L	2764		z	Fire Captain	\$72,456.05	\$110,206.27	\$26.2142	\$39.8720
	L		z	Fire Lieutenant	\$65,854.50	\$100,165.25	\$23.8258	\$36.2392
			z	Roadway Supervisor	\$65,854.50	\$100,165.25	\$31.6608	\$48.1564
	}			Village Forester				
.,				Village Horticulturist				
				Building Maintenance Supervisor				1001
NM370 1950			z	Deputy Building Commissioner	\$64,692.91	\$98,398.45	\$33.1759	\$50.4607
	1	·	z		\$61,738.59	\$93,904.92	\$31.6608	\$48.1564
			z	Plan Reviewer	\$60,666.63	\$92,274.47	\$31.1111	\$47.3202
1	١						•	

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:

April 14, 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 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.

Village Board of Trustees Action

On April 7, 2015, the Village Board of Trustees voted unanimously to move forward for second reading and consideration for approval.

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 Site Plan and Exterior Appearance Plan for Facade Improvements to a Commercial Building at 11 E. First Street"

Attachments:

Attachment 1 – Ordinance Exhibit A – Site Plan and Exterior Appearance Plans Exhibit B – Approved 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 "Proposed Improvements"). documentation. the The Proposed supporting 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.

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. <u>Compliance with Plans</u>. All work on the Subject Property shall be undertaken only in strict compliance with the Approved Plans attached as **Exhibit A**.
- B. <u>Compliance with Codes, Ordinances, and Regulations</u>. 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. <u>Building Permits</u>. 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.

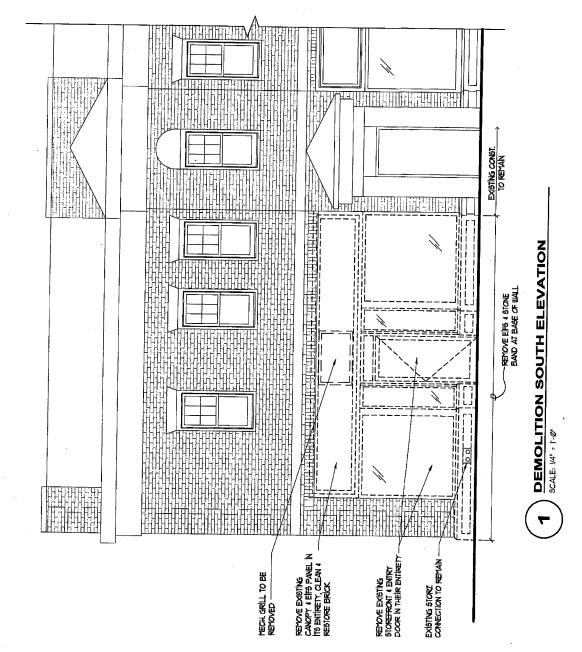
SECTION 4: <u>Violation of Condition or Code</u>. Any violation of any term or condition stated in this Ordinance, or of any applicable code, ordinance, or regulation of the Village, shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

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		, 20	15, pursuant to	a roll call
vote as follows:					
AYES:					
NAYS:					
ABSENT:					
APPROVED by				, 2015,	and
attested to by the Villa	ge Clerk this s	same day.			
•	Tr	nomas K. Cau	ıley, Jr., Villa	age President	
ATTEST:					
Christine M. Bruton, V	illage Clerk				·
ACKNOWLEDGEMEN CONDITIONS OF THI			BY THE	APPLICANT	TO THE
Ву:					
Its:					
Date:					





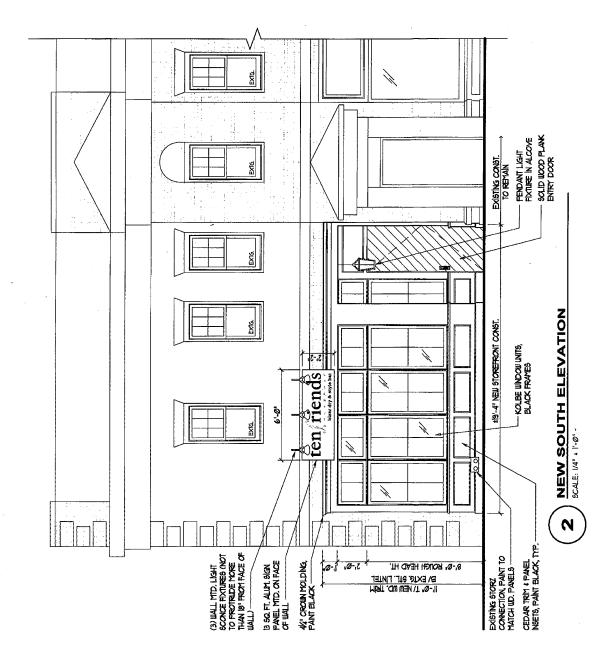
ten friends

11 E. 1st Street - Hinsdale, IL January 27, 2015 | project 2014-119

EXHIBIT A

APPROVED SITE PLAN AND EXTERIOR APPEARANCE PLAN (ATTACHED)





ten riends

11 E. 1st Street - Hinsdale, 1L January 27, 2015 | project 2014-119

Attachment 1

EXHIBIT B

FINDINGS AND RECOMMENDATION (ATTACHED)

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

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: Why we Chairman

Dated this _____ Sts__ day of _____ April____, 2015.

COUNTY OF DUPAGE) SS COUNTY OF COOK)
CLERK'S CERTIFICATE
I, Christine M. Bruton, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:
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
which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the day of, 2015, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the day of, 2015.
I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:
AYES:
NAYS:
ABSENT:
I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this day of, 2015.
Village Clerk
ISEAL1

STATE OF ILLINOIS



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: April 14, 2015

Re: 330 Chestnut – Hinsdale Land Restoration and Preservation, LLC

Major Adjustments Request to <u>Approved</u> (O2014-26) Exterior Appearance and Site Plan Review Approval 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 Chapter 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.

Village Board of Trustees Action

On April 7, 2015, the Village Board of Trustees voted unanimously to move forward for second reading and consideration for approval.

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 a site plan/exterior appearance plan at 330 Chestnut Street".

Attachments:

Attachment 1 - Ordinance

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

VILLAGE OF HINSDALE

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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.

<u>Approval of a Major Adjustment to the Site Plan/Exterior Appearance Plan.</u> 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. <u>No Authorization of Work.</u> 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. <u>Compliance with Plans</u>. 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 <u>Group Exhibit A</u> and made a part hereof.
- C. <u>Compliance with Codes, Ordinances, and Regulations.</u> 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. <u>Building Permits</u>. 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.

<u>SECTION 5</u>: <u>Severability and Repeal of Inconsistent Ordinances</u>. 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:					
atteste	APPROVED by me thised to by the Village Clerk this same	day o e day.	f	,	2015,	and
	Thoma	as K. Cauley	y, Jr., Villa	ge President		
ATTE	ST:					
Christ	ine M. Bruton, Village Clerk					
	IOWLEDGEMENT AND AGREDITIONS OF THIS ORDINANCE:	EMENT B	BY THE	APPLICANT	то	THE
Ву: _				,		
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.

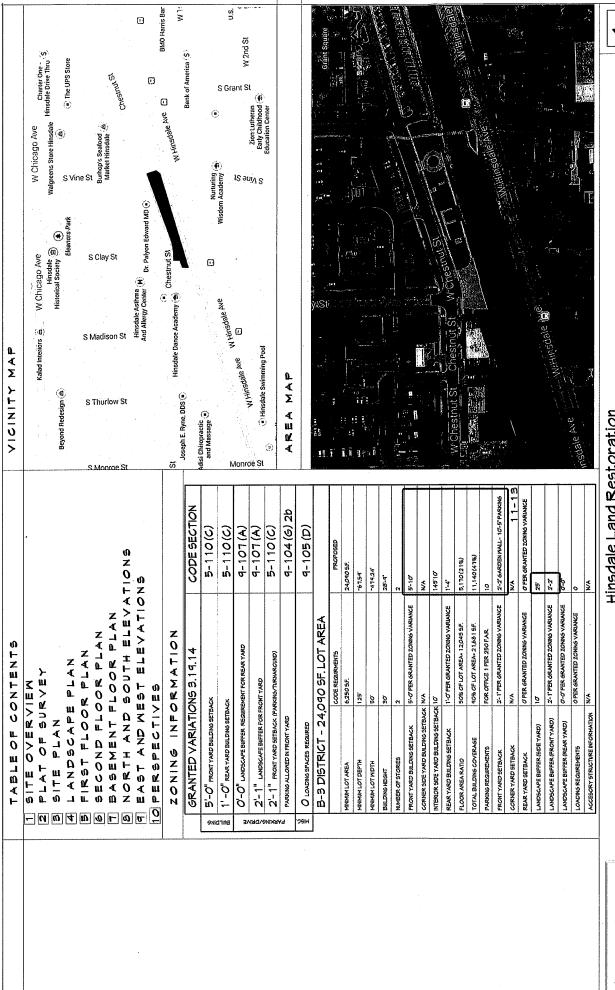
Adjustments from Plan Commission Submission

- 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,

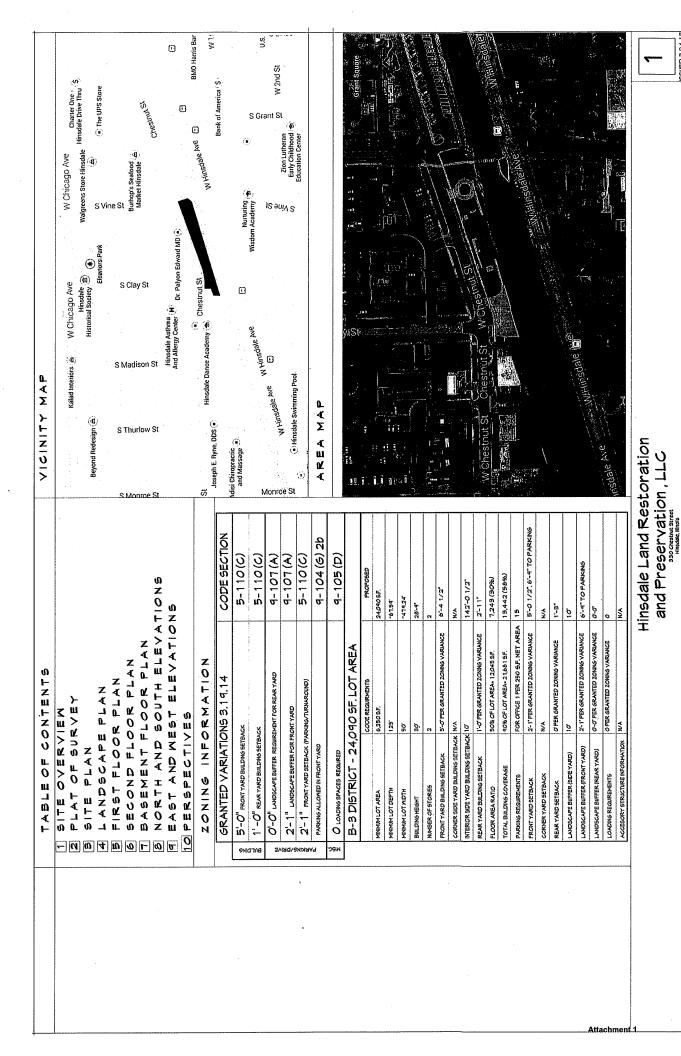
Bernie Bartelli Michael Abraham Architecture 630.655.9417



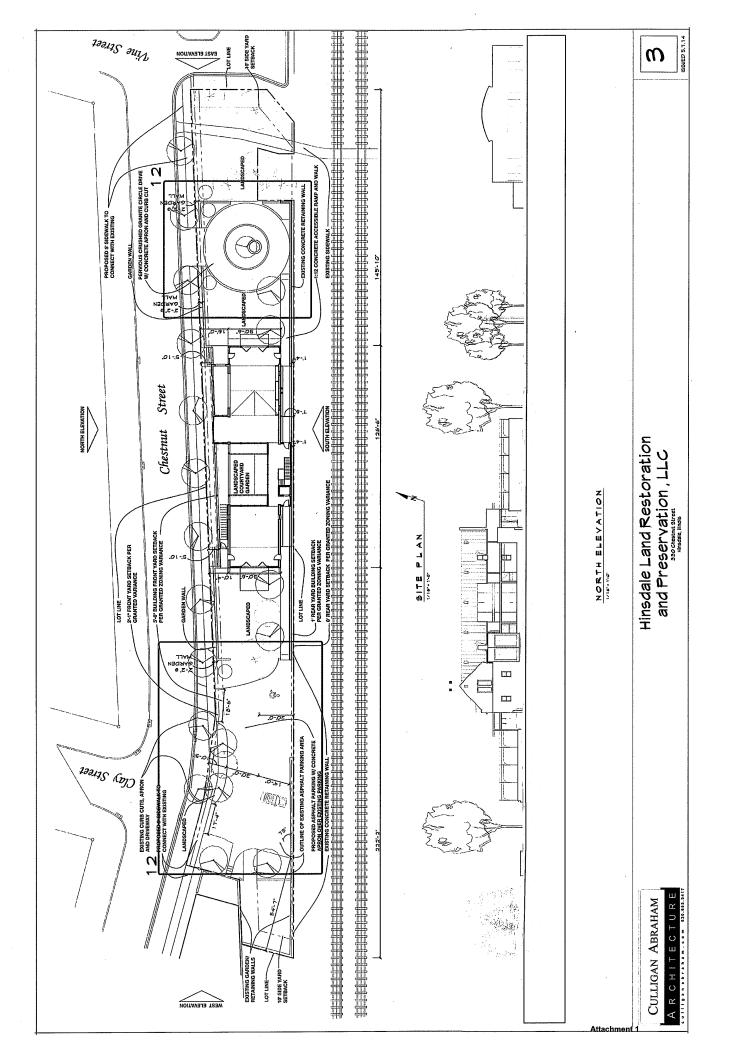
Hinsdale Land Restoration and Preservation, LLC

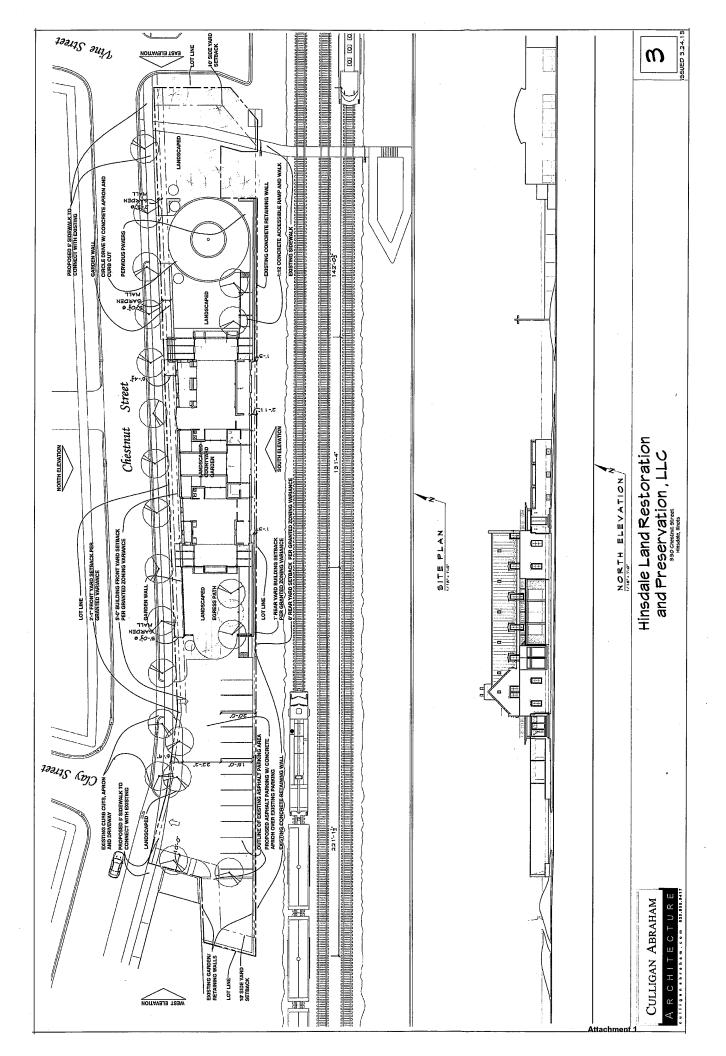
ISSUED 5.7.14

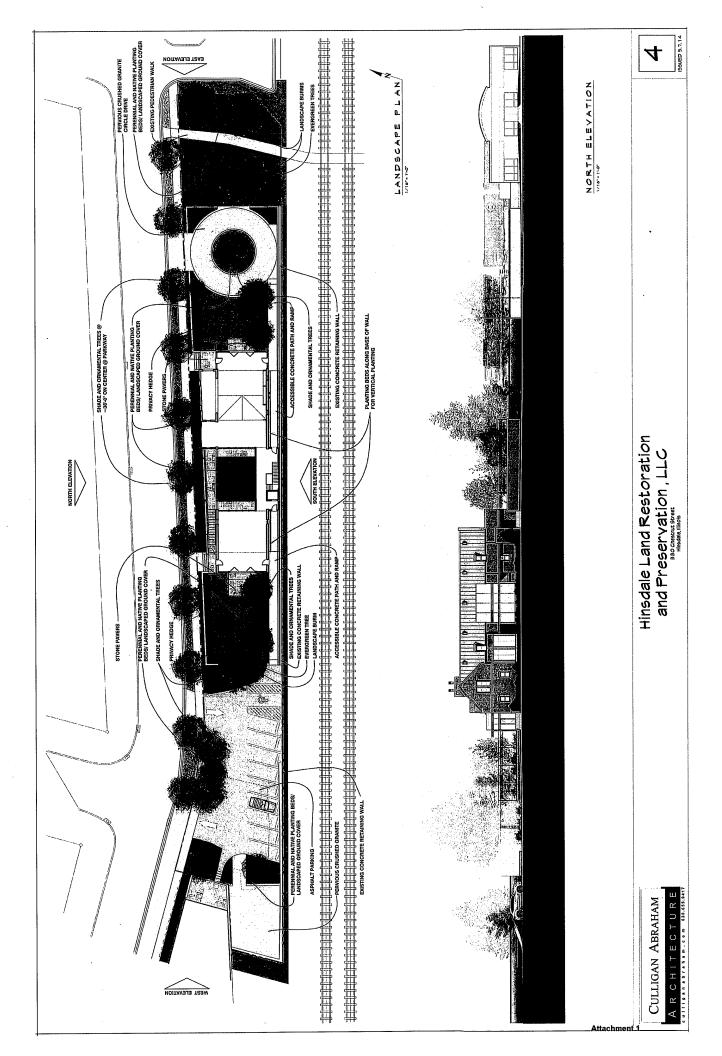
CULLIGAN ABRAHAM A R CHITECTURE

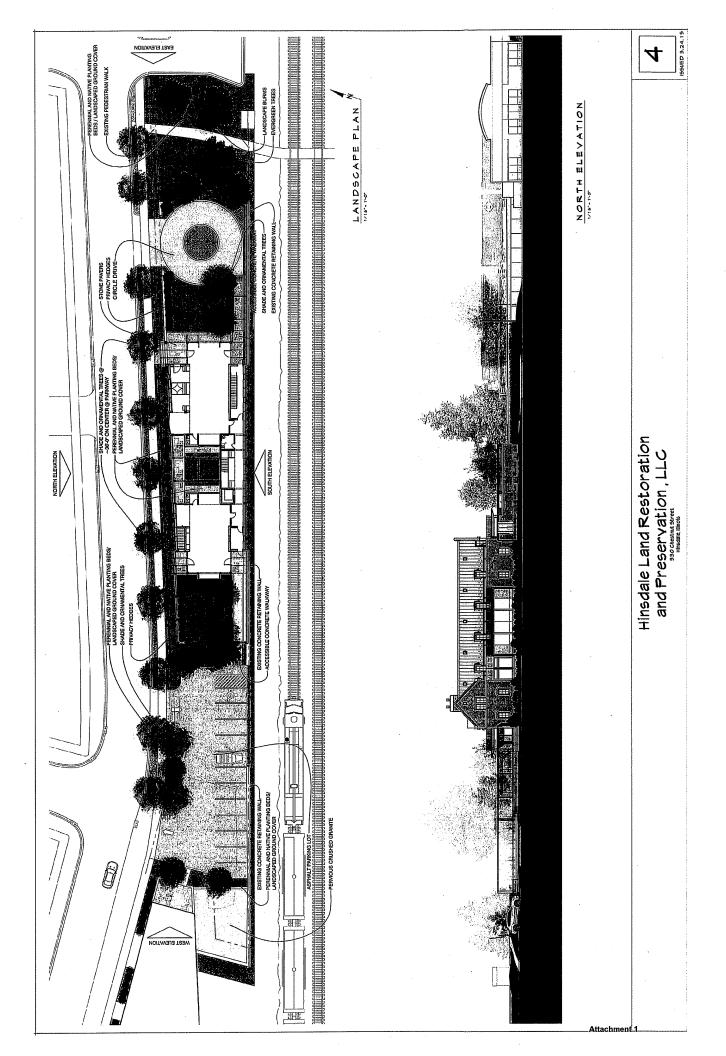


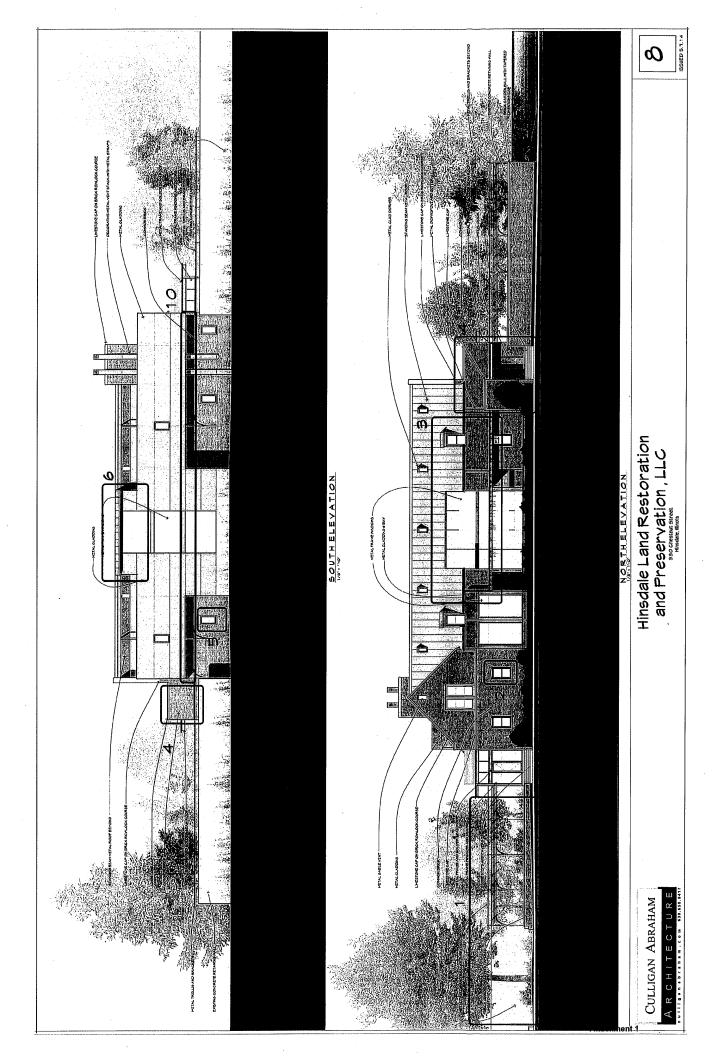
SSUED 3.24.1

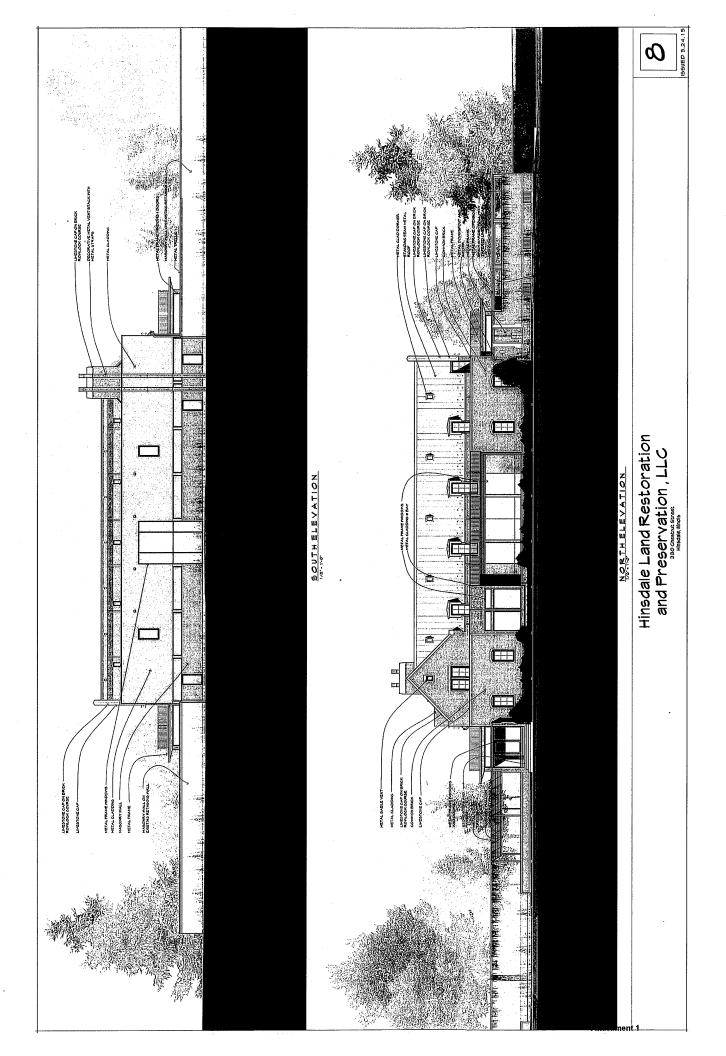


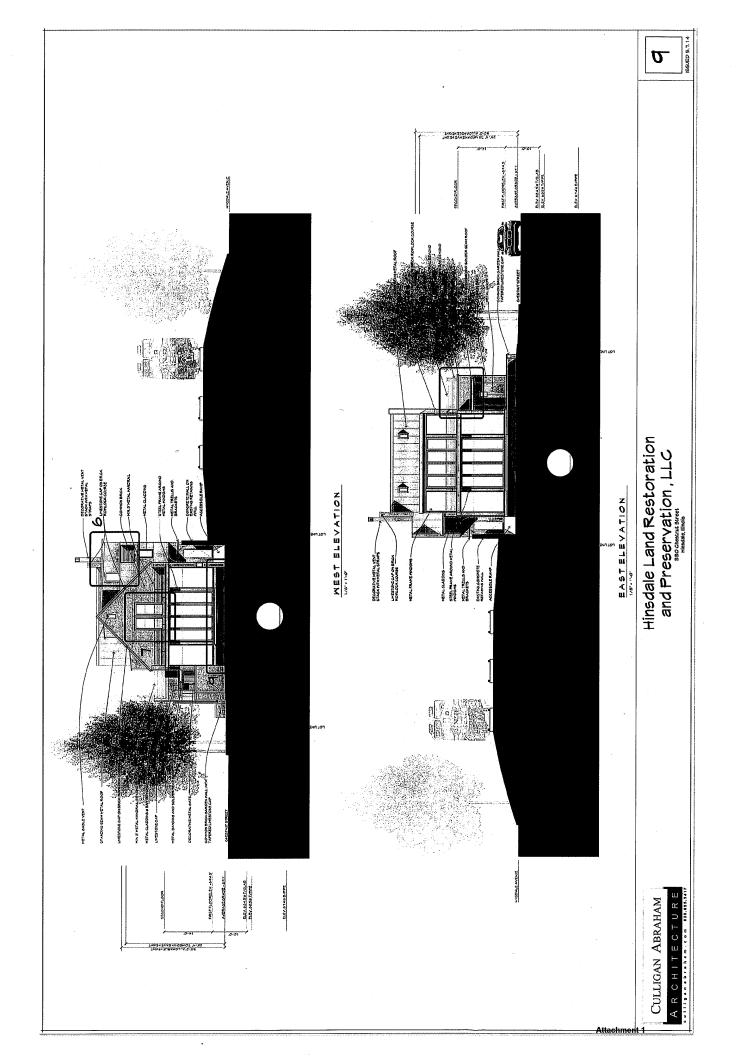


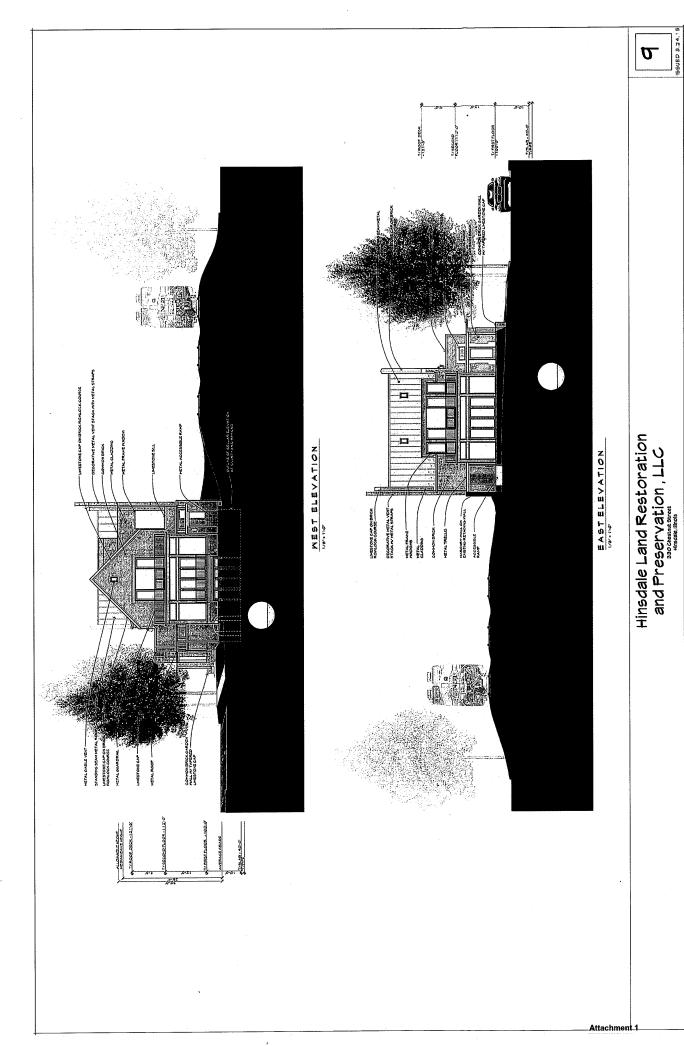












COUNTY OF DUPAGE) SS COUNTY OF COOK)
CLERK'S CERTIFICATE
I, Christine M. Bruton, Clerk of the Village of Hinsdale, in the Counties of DuPage and Cook, State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Ordinance now on file in my Office, entitled:
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
which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the day of, 2015, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the day of, 2015.
I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:
AYES:
NAYS:
ABSENT:
I do further certify that the Original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Hinsdale, this day of, 2015.
Village Olavila
Village Clerk
ISEAL1

STATE OF ILLINOIS

VILLAGE OF HINSDALE

ORDINANCE NO. 02014-26

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. <u>Compliance with Plans</u>. All work on the Subject Property shall be undertaken only in strict compliance with the approved plans attached as **Exhibit B**.
- B. <u>Compliance with Codes, Ordinances, and Regulations</u>. 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. <u>Building Permits</u>. 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.

roll call vote as follows:
AYES: _Trustees Angelo, Haarlow, LaPlaca, Saigh
NAYS: None
ABSENT: Trustees Elder and Hughes
APPROVED by me this <u>5th</u> day of <u>August</u> , 2014, and attested to by the Village Clerk this same day.
GANZEB CALL
Thomas K. Cauley, Jr., Village/President
Gustaie M. But
Christine M. Bruton, Village Clerk
ACKNOWLEDGEMENT AND AGREEMENT BY THE APPLICANT TO THE CONDITIONS OF THIS ORDINANCE:
By:
Its: DaVID Habiger
Date:
v

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

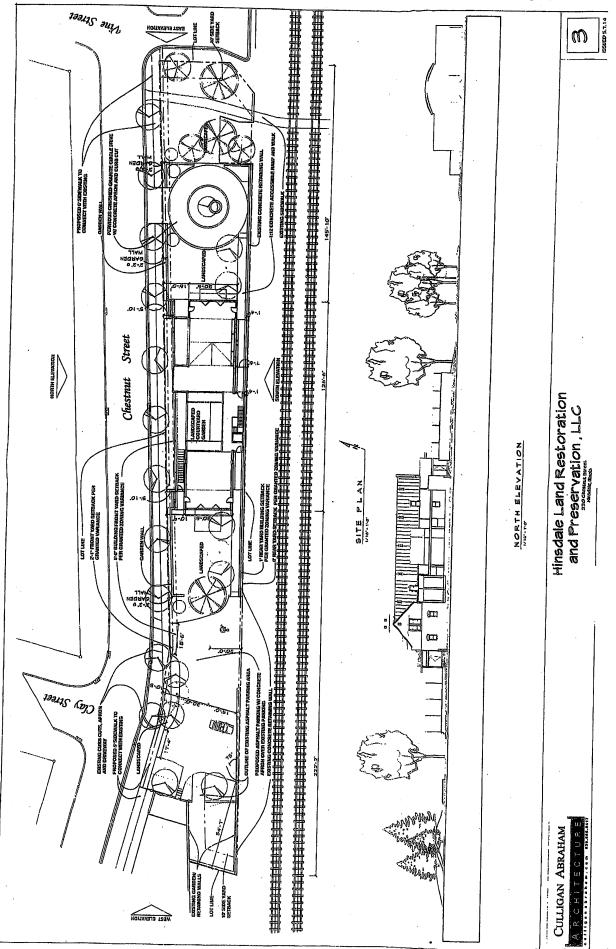
The Village of Hinsdale Plan Commission, on a vote of six (6) "Ayes," and zero (0) "Nays," recommends that the President and Board of Trustees approve the site plan and exterior appearance plans for the site improvements at 330 Chestnut Street.

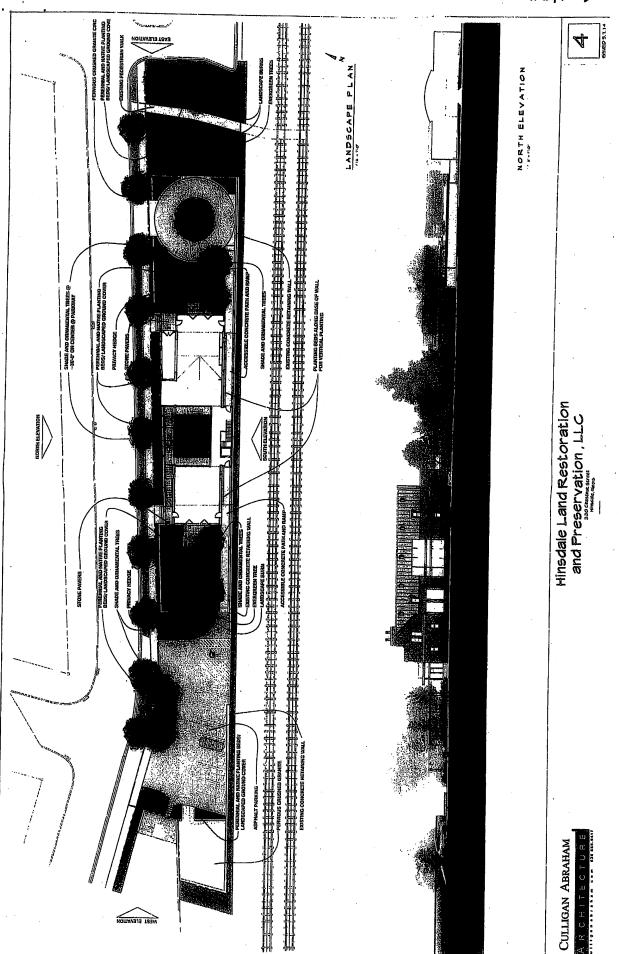
THE HINSDALE PLAN COMMISSION

By: A	1118-				
	Chair	nan			
Dated this	9+	<u>L</u>	_ day of	July	 _, 201

EXHIBIT B

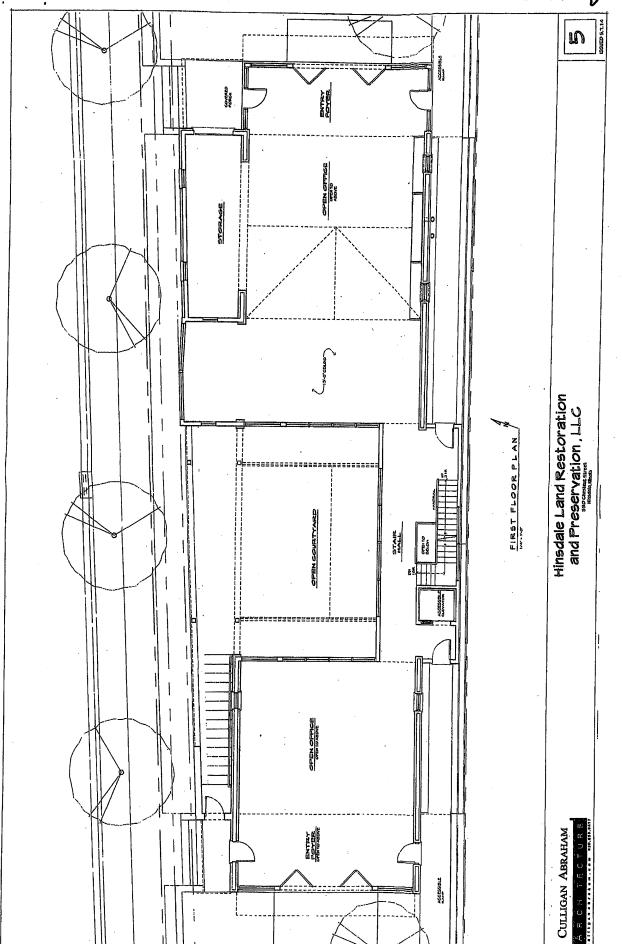
APPROVED SITE PLAN AND EXTERIOR APPEARANCE PLAN (ATTACHED)

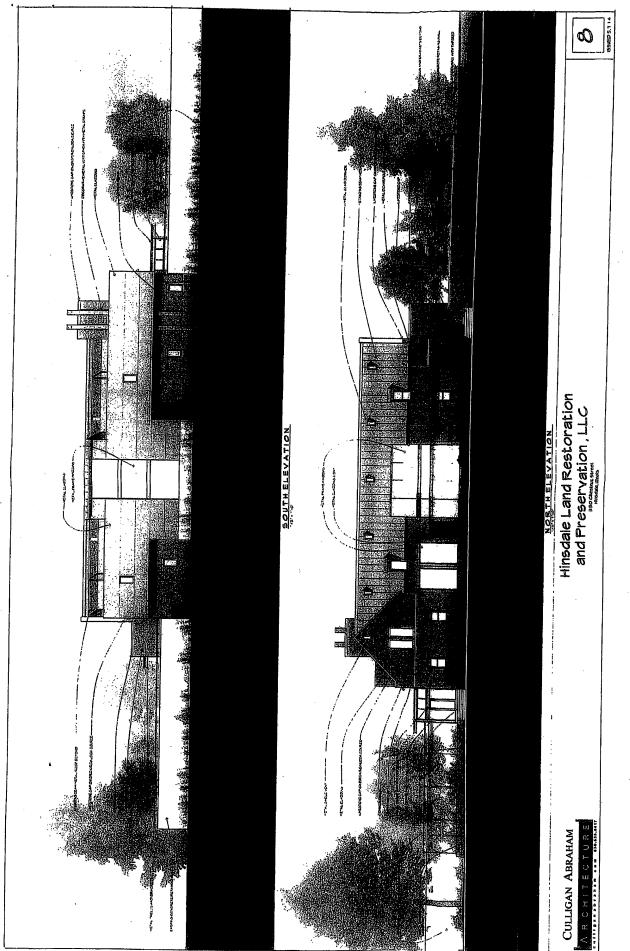




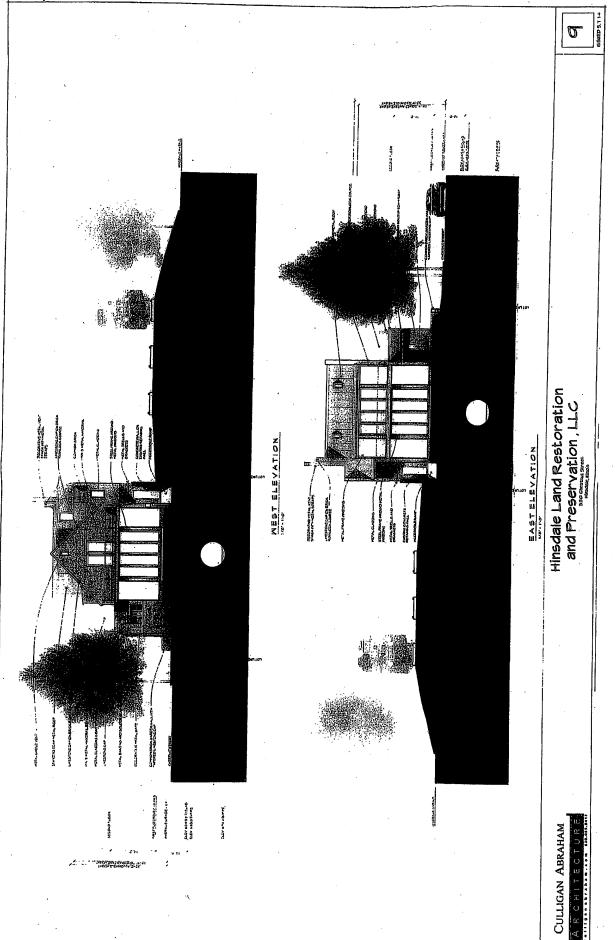
Attachment 2

Attachment 2



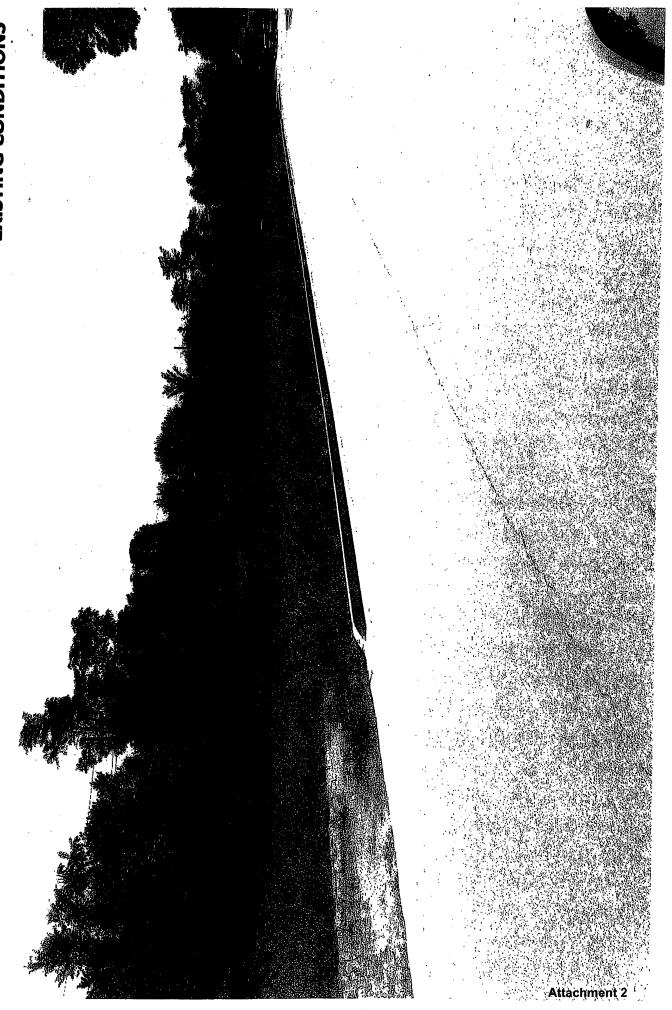


Attachment 2



tackment 2





DATE: August 5, 2014

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING DEPARTMENT
SECTION NUMBER	Community Development
ITEM 330 Chestnut Street - Hinsdale Land Restoration and	APPROVAL
Preservation, LLC Exterior Appearance and Site Plan Review	
Approval for the construction of a new two-story commercial	
building and associated site improvements	

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 ACT recommend approval		114, the Zoning and	Public Safety Comm	ittee unanimously/moveli to
BOARD ACTION:				

VILLAGE OF HINSDALE

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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. <u>Compliance with Plans</u>. All work on the Subject Property shall be undertaken only in strict compliance with the approved plans attached as <u>Exhibit B</u>.
- B. <u>Compliance with Codes, Ordinances, and Regulations.</u> 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. <u>Building Permits</u>. 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: <u>Violation of Condition or Code</u>. 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, purs	suant to	a
roll call vote as follows:	· ·				
AYES:			· 		•
NAYS:					
ABSENT:				•	٠
APPROVED by me this			, 2014,	and	
attested to by the Village Clerk	this same day.				
	.*				
	Thomas K. Cau	ley, Jr., Villa	ge President		_
ATTEST:					
Christine M. Bruton, Village Cle	erk				
ACKNOWLEDGEMENT AND CONDITIONS OF THIS ORDIN		BY THE	APPLICANT	то	THE
			•		
Ву:					•
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

- 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

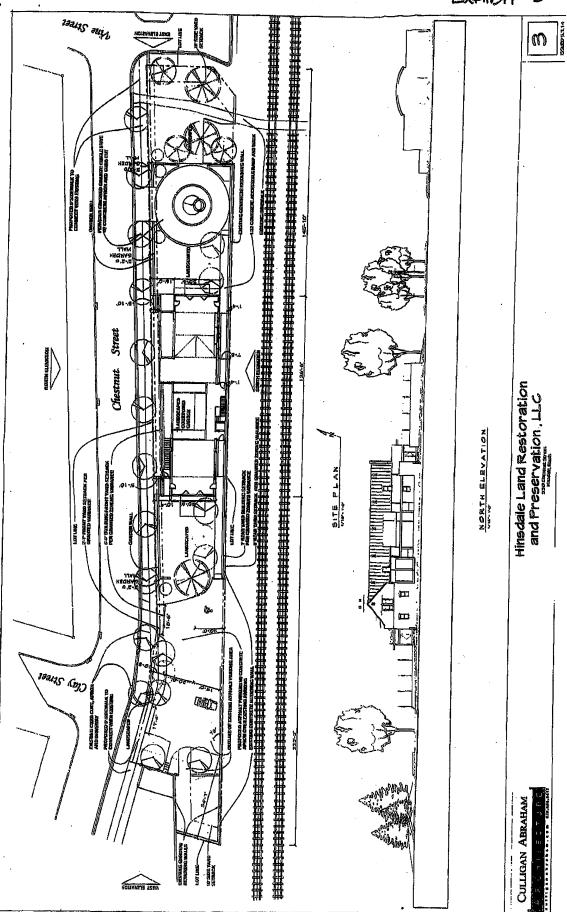
The Village of Hinsdale Plan Commission, on a vote of six (6) "Ayes," and zero (0) "Nays," recommends that the President and Board of Trustees approve the site plan and exterior appearance plans for the site improvements at 330 Chestnut Street.

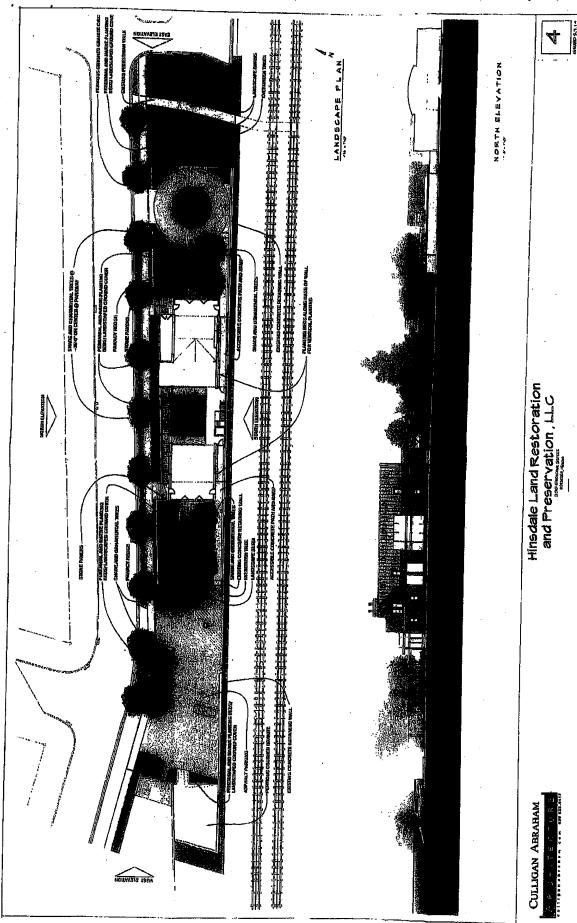
THE HINSDALE PLAN COMMISSION

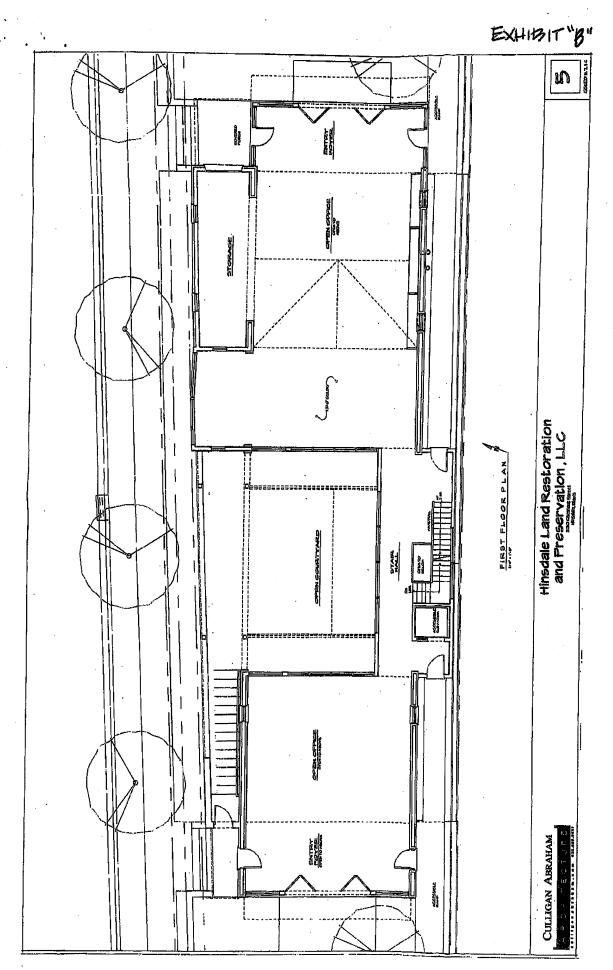
Ву:		Chairman			
Dated t	this _	91	day of	July	, 2014

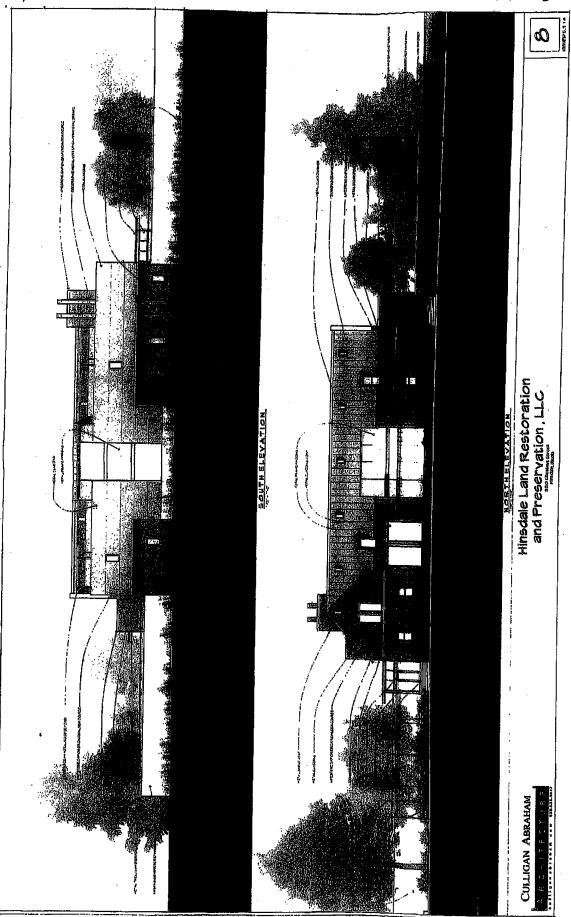
EXHIBIT B

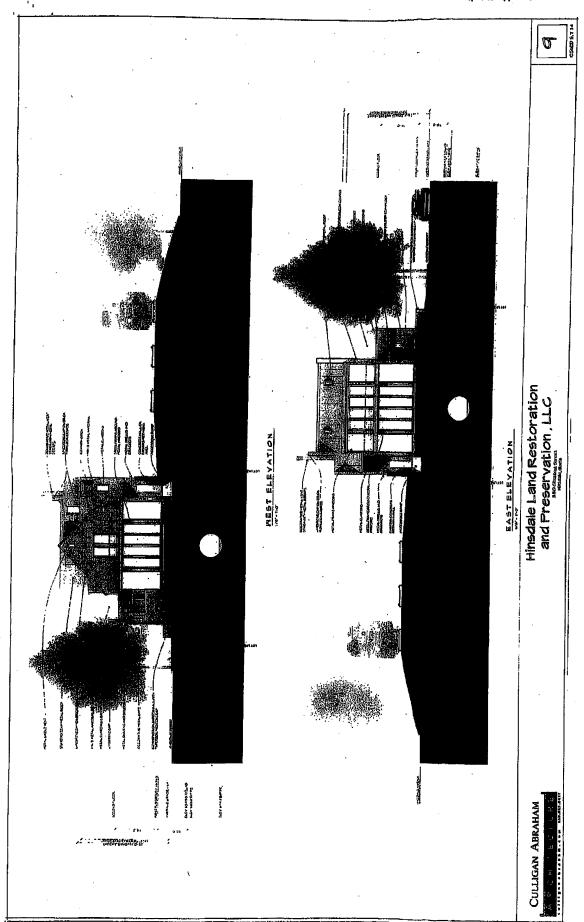
APPROVED SITE PLAN AND EXTERIOR APPEARANCE PLAN (ATTACHED)





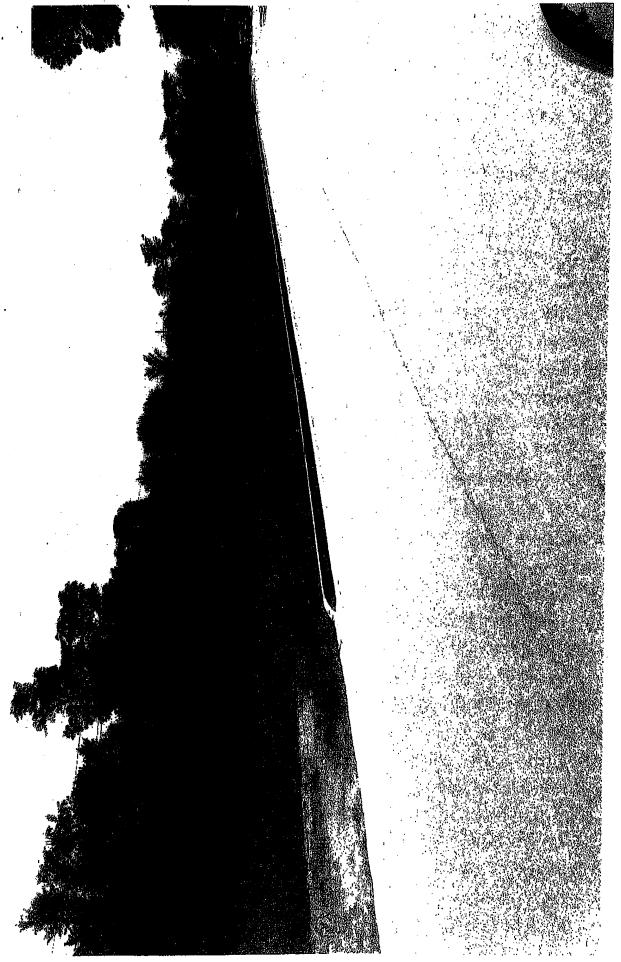








Attachment 2



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 Gascolgne 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 FEBT; THENCE NORTH 34 DEGREES 38 MIUTES 48 SECONDS BAST, 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 21,681 square 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

Chairman Debra Braselton

Filed this look day of april , 2014, with the office of the Building Commissioner.



VILLAGE OF HINSDALE COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant	Owner
Name. Hinsdale Land Restoration and Preservation LLC	Name: Sharon Habiger
Address: 15 Salt Creek Lane Suite 312	Address: 133 North Washington St
City/Zip: Hinsdale IL 60241-2964	City/Zip: Hirisdale IL
City/Zip: Timodalo 12 CO21 2CC	City/Zip:
Phone/Fax: (415) 830 /0649	Phone/Fax: (630) 655 /1413
E-Mail: forestbeach@gmail.com	E-Mail: forestbeach@gmail.com
	Altan Marian
Others, if any, involved in the project (i.e. Arc	mteci, Attorney, Englicer)
Name: Miké Culligan (architect)	Name:
Title: Owner	Title:
Address: 148 W. Burlington Ave.	Address:
City/Zip: Clarendon Hills IL 60514	City/Zip:
Phone/Fax: (630) 655 /9417	Phone/Fax: ()/
B-Mail: mc@culliganabraham.com	E-Mail:
D-Mair.	
Disclosure of Village Personnel: (List the name, a of the Village with an interest in the owner of record, the	ddress and Village position of any officer or employee
of the Village with an interest in the owner of record, the application, and the nature and extent of that interest)	Whiteaur or me highert mar 12 me anniert or mus
approation, and the hunter and all	
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3)	2-11-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-

II. SITE INFORMATION

Address of subject property: 330 N. Chestnut Street	et Hinsdale
Property identification number (P.I.N. or tax no	number): 09 - 12 - 109 - 017
Brief description of proposed project: Office Bulk	ilding
General description or characteristics of the sil	ite: Flat reclangular site covered in gravel.
Existing zoning and land use: 8-3 (sterage and dum	mping)
Surrounding zoning and existing land uses:	
lorth; <u>0-2</u>	South: R-4
ast: <u>IB</u>	West: B-3
roposed zoning and land use: 8-3	
lease mark the approval(s) you are seeking tandards for each approval requested:	g and attach all applicable applications and
Site Plan Approval 11-604	☐ Map and Text Amendments 11-801E Amendment Requested:
☐ Design Review Permit 11-605E	
Exterior Appearance 11-606E	☐ Planned Development 11-803E
☐ Special Use Permit 11-602E	· · · · · · · · · · · · · · · · · · ·

TABLE OF COMPLIANCE

Address of subject property: 380 OHEBITNUT AVENUE HINBDA	LE (L	
The following table is based on the 18-3	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)	5'40'
Corner Side Yard Setback	NA NA	NA NA
Interior Side Yard Setback	10'	145'-10"
Rear Yard Setback	20' GRANTED VARIANCE OF 1')	14
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 D)	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 Villa	ge's authority, if any, to approve the
application despite-such lack-of-complia	TCO: HIGHLIGHTED AREAS THAT SHOW A LACK COMP	LIANCE 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.

010" PARKING REAR YARD SETBACK REFERENCES CODE SECTION 8-110 G11 REGARDING REAR YARDS CONTINGUOUS WITH RAILROAD

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 filling 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:
 - Minimum yard and setback dimensions and, where relevant, relation of yard and setback dimensions to the height, width, and depth of any structure.
 - 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 streats; 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.
 - 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.
 - Location and height of fences or screen plantings and the type or kink of building materials or plantings used for fencing or screening.
 - 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.

PAYMENT. On the	/, I/We have read the above certification, understand it, and agree
Name of applicant or authorized agent	Name of applicant or authorized agent

SUBSCRIBED AND SWORN to before me this 3 day of 3014.

Chudin Gouil 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 8-3 Zoning District.

	Minimu	m Code		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 67.5a'
Minimum Lot Width	50'	20'	50'	N 479.24
Bullding Height	30'	30'	30'	25'-9"
Number of Stories	2	2	2	1
Front Yard Setback	25'	.Ő,	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	AA
Maximum Total Lot Coverage*	90%	100%	90%	11.140 (47%)
Parking Requirements		·	10	10
Parking front yard setback	25'	0'	25′	10'-5" (2'-1" GRANTED)
Parking corner side yard setback	25'	0'	25'	NA
Parking interior side yard setback	10'	0,	25'	541-711
Parking rear yard setback	20'	20'	20'	0-01 SEE 5-110 GIL
Loading Requirements			l	0 (O 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 APPLES PEPERENCE ZONING LAPLATIONS GRANTED 3.19.14

SEE ACCUMENTUME SHEET I FOR FURTURE INFORMATION



COMMUNITY DEVELOPMENT DEPARTMENT EXTERIOR APPEARANCE AND SITE PLAN REVIEW CRITERIA

Address of proposed request:	330 Chestnut Street	
DEVIEW 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 PESPONSES

- 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 specing 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 <u>does not</u> meet the requirements for Site Plan Approval. Briefly describe how this application <u>will not</u> 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.

.

 The site plan falls 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.
- 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 falls to fully and satisfactorily integrate the site's utilities into the overall existing and planned utility system serving the VIIIage.
- 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

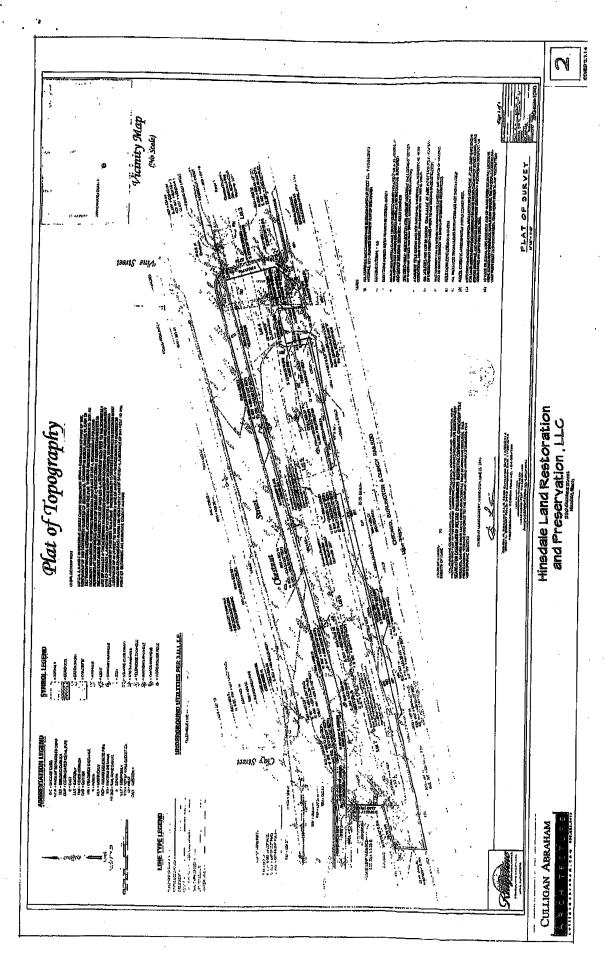
- The proposed building is positioned on the site to allow for landscaped gardens to the East and
 West at the street level and a sunken garden provides additional open landscaped gardens for the
 North and South elevations. The building has been carefully integrated onto the site to reduce the
 scale 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.
- 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.

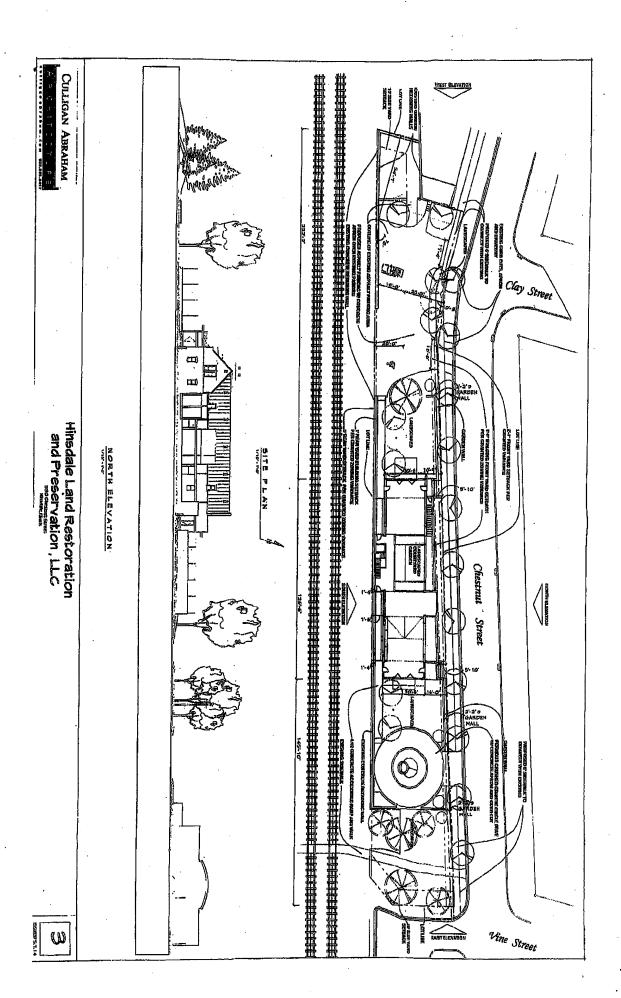
- 10. Entrance porches provide a covered area at the east and west ends of the proposed building and are setback from the garden wall and courtyard to help with views from the street. This provides a direct connection to the pedestrian traffic from the east and from those parking in the lot to the west.
- 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.

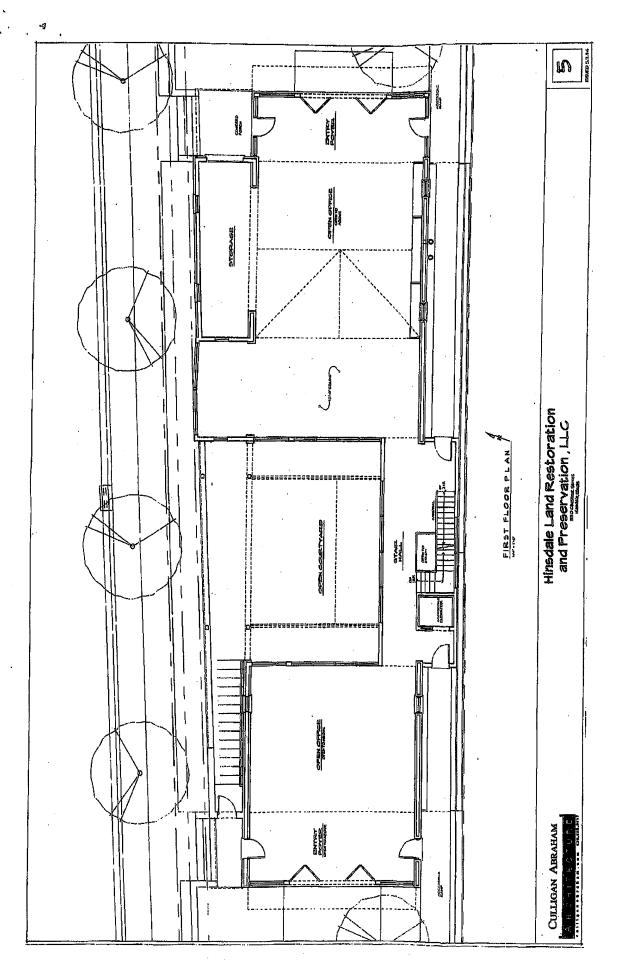
SITE PLAN REVIEW CRITERIA FOR 330 CHESTNUT STREET

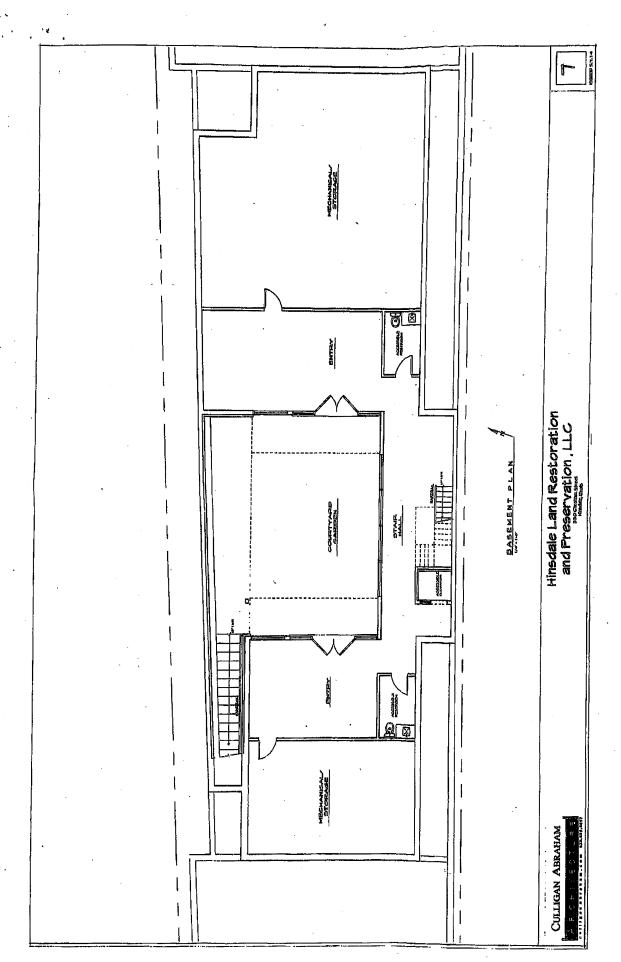
- The site plan as proposed meets all standards required by the Zoning Code with respect to the proposed use.
- 2. The proposed site plan does not interfere with easements and rights of way.
- The proposed site plan will transform what is now an abandoned landfill into a gardened paradise.
- 4. The proposed 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.
- 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.
- 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.

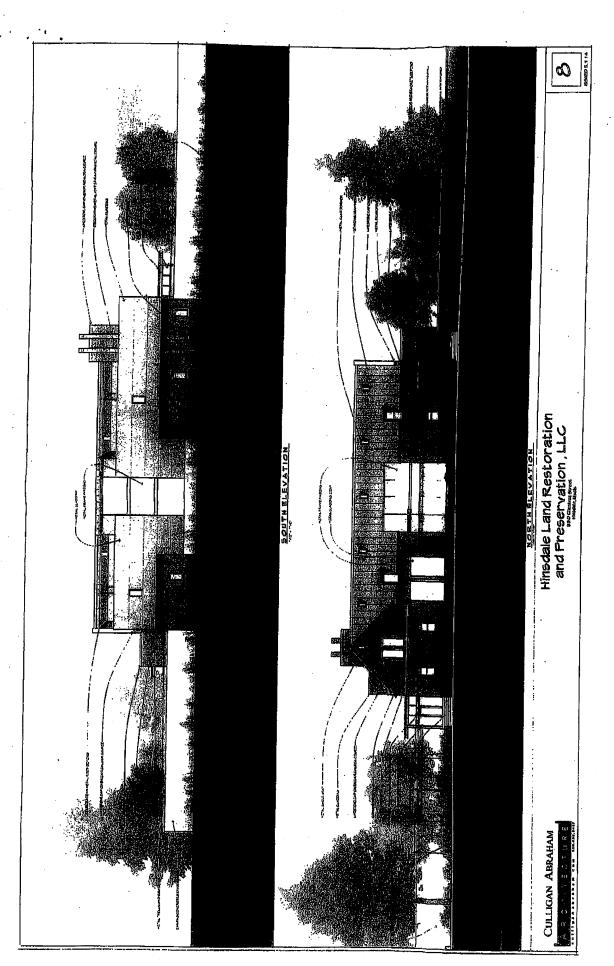
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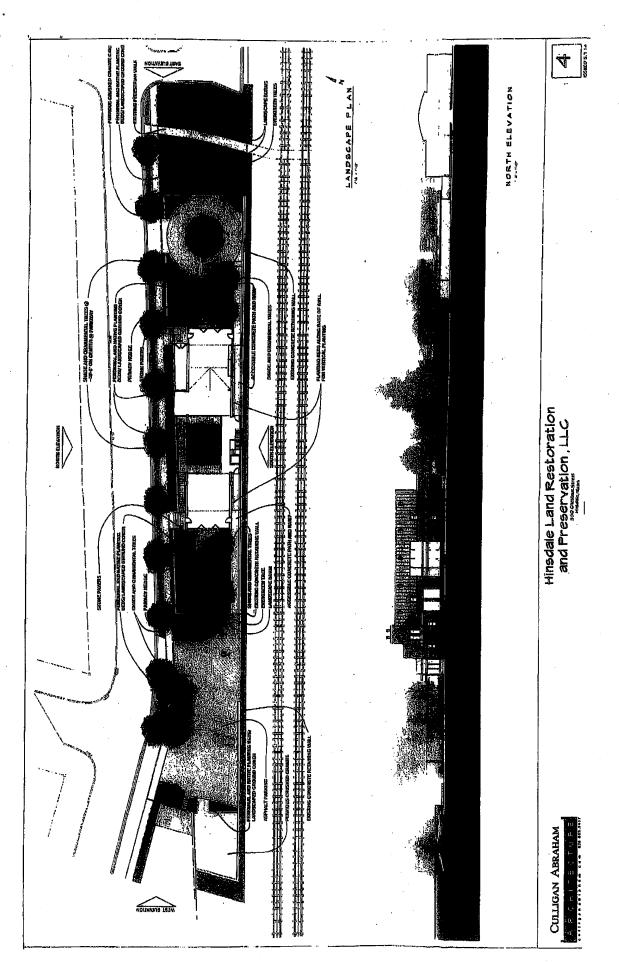




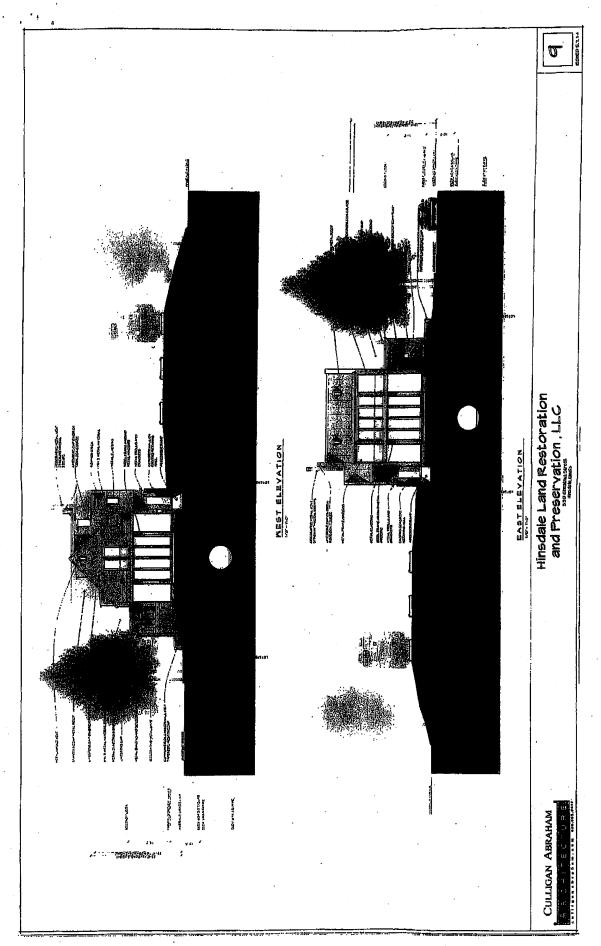


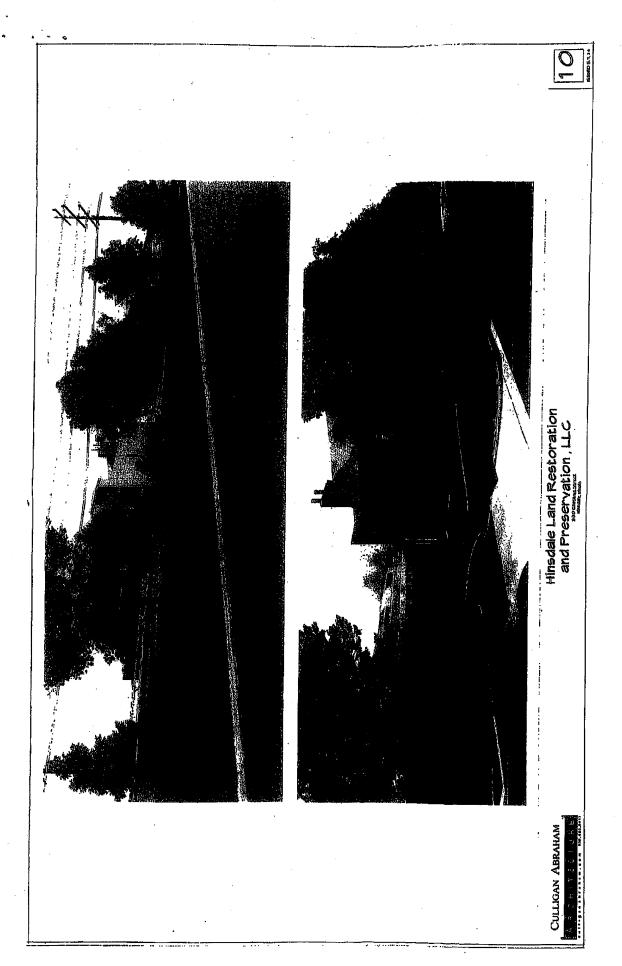






Attachment 2





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:

Village Board of Trustees Meeting of August 5, 2014 Page 2 of 9

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.

Village Board of Trustees Meeting of August 5, 2014 Page **3** of **9**

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

Village Board of Trustees Meeting of August 5, 2014 Page 6 of 9

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.

Village Board of Trustees Meeting of August 5, 2014 Page **7** of **9**

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)

(Village Board of Trustees) (Meeting of August 5, 2014) (Page 8 of 9)

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, aPlaca and Saigh)

(NAYSTAINTNONE) (ABSTAINTNONE)

(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

Village Board of Trustees Meeting of August 5, 2014 Page **9** of **9**

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

rmcdinnis@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.

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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: Flag Status: Follow up 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.

Memorandum

To: President Cauley and Members of the Village Board

From: Chief Bradley Bloom

Date: April 14, 2015

Re: Discussion of Request for Special Event Request for the Hinsdale Historical Society.



Deputy Chief Simpson received a request on April 13, 2015 from Ms. Alexis Braden representing the Hinsdale Historical Society for an event called the *Hinsdale Cooks Kitchen Walk* scheduled for Friday, May 8, 2015 from 10am to 2pm. There are elements of this request that are outside staffs administrative approval authority.

As part of the request, Ms. Braden is seeking approval to have a tent constructed in the Dips and Dogs outdoor table area (First and Garfield Streets), provide valet parking to private parking areas (as yet to be determined) and to/from on-street parking located in the 400 block of east Frist Street. Additionally they are requesting to transport participants from First and Washington by trolley to four private residences in Hinsdale.

In checking with the Community Development department, the tent does not require a permit but would need to be inspected by Village Staff prior to use. The other matters included in the request are not regulated by ordinance however, requests of this nature in the past have been approved by the Village Board.

Ms. Braden has been advised that this matter will be discussed by the Village Board on April 21, 2015.

Please see attached memo from Deputy Chief Simpson and a letter from Ms. Braden.

Cc: Ms. Kathleen Gargano, Village Manager

Memorandum

To:

Chief Bradley Bloom

From:

Deputy Chief Kevin Simpson

Date:

April 14, 2015

Re:

Hinsdale Kitchen Walk



On April 13, 2015 I met with Alexis Braden in the lobby of the Police Department to discuss the *Hinsdale Cooks Kitchen Walk* which is scheduled for Friday May 8th from 10am-2pm. This event has occurred annually for the past ten years and offers guests a tour of five Hinsdale kitchens that have been selected to showcase as part of a fundraiser benefiting the Hinsdale Historical Society. The police department has coordinated with committee members in advance to ensure parking and traffic are not an issue, posting temporary signs where needed and making necessary notifications based on the addresses provided. In speaking with Ms. Braden, I learned that several additional requests were being added in order to create a VIP experience for attendees that were not traditionally included in our accommodations. These requests included the following:

- The use of four (4) street trolleys to transport attendees to the specified locations (555 Dalewood, 717 S. Lincoln, 313 N. Washington, 610 W. Hickory, and 540 N. Elm) as part of the tour.
- 2. The use of Fuller's Tap and Grill as a meeting point with a social event planned from 10am-10:45am, with trolleys to pick-up attendees at this location and then drop them off between 1pm-1:30pm.
- 3. The use of a valet service at Fuller's Tap and Grill for arriving/departing attendees.
- 4. The use of a tent in the area of Dips and Dogs, should the restaurant not be open on the date scheduled.
- 5. The use of Redeemer Lutheran Church as a staging area for the trolleys.

I advised Ms. Braden that several of these ideas required action and permission from the Village, including the possibility of permits regarding the valet, the tent, and trolleys. In addition, I provided candid feedback on safety and traffic concerns with a proposed valet service in the area of First and Garfield, citing the proximity to a congested area and back-ups that could potentially impact the rail crossing. I expressed my concern over how Ms. Braden was presenting her ideas, along with the lack of authority I had to grant permission for her requests. I directed her to contact Tim Scott from Community Development to formalize the process. After our discussion and my concerns, Ms. Braden was reconsidering her plan and was going to speak with her committee members before contacting Tim.

At the time of this memorandum, Ms. Braden had not contacted Tim Scott.

Hinsdale Cooks! Kitchen Walk VIP Event

Date: Friday, May 8, 2015

Location: Fuller's House Restaurant and Bar - First and Garfield Street

Duration of Event at Fuller's House / Impact to Downtown: Approx 1 hour

Time: Approx 120 guests will arrive at Fuller's House at 9:30 a.m. / Trolleys begin to load guests at 10:30 a.m. to tour the showcased homes. Guests will depart Kitchen Walk and arrive back to Fuller's House roughly at 1:15 p.m., to retrieve cars/leave the downtown.

Valet: We would like to provide guests with valet service upon arrival at Fuller's House. We are currently reaching out to local churches to see if we can rent out portions of their parking lots to house valet-parked cars. We are also encouraging attendees to carpool to help alleviate traffic congestion.

Trolley Logistics: Windy City Trolley is donating four trolleys to this event. Beginning at 10:20 a.m., we will have four trolleys staged on First Street at two private residences (436 and 442 E First Street). Trolleys will approach First and S. Garfield one at a time to load guests. Once trolley A is loaded, the driver will call to trolley B to start its approach. Upon completion of event, we will stagger trolley arrivals in the same manner as the morning staging to prevent traffic congestion.

Hinsdale PD has a copy of the trolley routes and addresses to all showcased homes. Parking detour instructions will be provided by Hinsdale PD, per Deputy Chief Simpson.

About this Event

The Hinsdale Historical Society is a 501 c 3 organization based in Hinsdale. For more than 10 years, Hinsdale Cooks! Kitchen Walk has offered guests a tour of five of Hinsdale's most fabulous kitchens. This event will take place on Friday, May 8th, and benefits an important mission – local historic preservation.

Proceeds from this event fund the Hinsdale Historical Society and its mission to collect, preserve and promote the history of our village. Historical landmarks including the Hinsdale History Museum, Immanuel Hall and the R. Harold Zook Home and Studio are protected and maintained, in large, by this event.

Memorandum

To: President Cauley and Members of the Village Board

From: Chief Bradley Bloom

Date: April 13, 2015

Re: Police Monthly Report Executive Summary



In addition to the information contained in the Police Monthly Report for March 2015, I would point out the following noteworthy information:

On March 29, 2015 during the early morning hours a 48 year old Downers Grove man was arrested after he attempted an armed robbery at the Shell station located at 210 E. Ogden Ave. In summary, a handgun was implied but not displayed. A witness followed the suspect as he fled the scene and he was subsequently arrested after a brief pursuit in Burr Ridge. In addition to our incident the suspect was charged with a second armed robbery that occurred in Downers Grove earlier that same morning. This is the first armed robbery that has occurred at this location in the past 20 plus years.

We conducted two separate death investigations this March with both appearing to be drug related. Both subjects were found deceased within their homes by family members. One victim was in his late 20's, the second victim was in his early 30's. No foul play is suspected in either death. Cause of death in both cases is pending toxicology testing.

We received a large number of complaints from residents reporting that they have received phone calls from individuals purporting to be from the Internal Revenue Service demanding that an immediate payment be made over the phone. The scammers are suspected of using an automated phone dialer to call people which may explain the concentration of victims in this area. At this point we are unaware of any cases where a resident has acquiesced to the request. This scam has become somewhat prevalent throughout the Chicagoland Area. Available intelligence points to the calls occurring outside the United States.

Additionally, we have received reports from several residents reporting that they have had been the victim of identity theft when unknown persons fraudulently filed tax returns using the victims' names.

Tobacco retailer compliance checks were completed in March. The compliance checks consist of sending an undercover minor under the direction of a police officer into a licensed tobacco retailer and attempting to purchase cigarettes. I am pleased to report we have 100% compliance.

We coordinated a canine search at Hinsdale Central in which the Felony Assistance Investigative Team Canine unit of which we are a member conducted an unannounced sniff test for drugs at the High School. This is the second such unannounced search done at the school. No drugs were found during the search.

As part of our transition to DuComm, a computerized link will be added to the Village's new website that will allow residents wishing to park overnight on Village streets to complete an overnight parking request rather than speak to a police operator on the phone to receive overnight parking permission. Overnight parking permission will still be taken by phone when the transition to DuComm is complete; the computerized link will simply provide an additional method of access.



POLICE DEPARTMENT 789-7070 FIRE DEPARTMENT 789-7060 121 N. M. SYMONDS DRIVE

FIRE AND POLICE SERVICES

MONTHLY REPORT

March 2015



POLICE SERVICES MONTHLY REPORT

March 2015

Investigations, Crime Prevention, and Youth Bureau Summary March 2015

INVESTIGATIONS DIVISION

For the month of March 2015, the division had a total of 54 cases being investigated with 20 of these cases brought to disposition. The most frequent incident classifications for these cases were Fraud/Identity Theft (19), Theft (6) and Burglary from Vehicle (5).

On March 11, 2015, an 18-year-old Cicero man was charged with one count of **Possession of Cannabis 30** grams and under, one count of **Illegal Possession of Alcohol by Minor**, one count of **Speeding** and one count of **Operating an Uninsured Motor Vehicle** after being stopped on a routine traffic stop. The man was released on an I-bond.

On March 14, 2015, a 19-year-old La Grange Park man was charged with one count of **Possession of Cannabis** 30 grams and Under, one count of **Possession of Drug Equipment** and one count of **One red Taillight** after a routine traffic stop. The man was released on bond.

On March 14, 2015, 18-year-old Oak Brook woman was charged with one count of **Possession of Controlled Substance**, one count of **Possession of Cannabis 30 grams and Under** and one count of **Failure to wear Seatbelt after** being stopped during a seatbelt enforcement detail. The woman was transported to the DuPage County Jail for a bond hearing

On March 29, 2015, a 48-year-old Downers Grove man was charged with one count of Attempted Aggravated Robbery and Possession of Drug Equipment after entering the Shell Food Mart and indicating to the clerk that he was armed and demanded money. The man fled the store without money and was later apprehended by Burr Ridge Police after a car chase. The man also was alleged to have committed another Robbery in Downers Grove earlier the same night. The man was transported to the DuPage County Jail.

CRIME PREVENTION ACTIVITY

D.A.R.E. (DRUG ABUSE RESISTANCE EDUCATION)

March 3, 6, 11, 13	8 classes	Oak School
March 6	2 classes	Madison School
March 17, 20, 27	6 classes	Monroe School
March 23, 27	3 classes	The Lane School
March 9, 16, 23, 30	12 classes	St. Isaac Jogues School

A nine week <u>D.A.R.E. Program</u> is presented in all fifth grade classrooms in Hinsdale Public Schools and in sixth grade classrooms in the Hinsdale Parochial Schools. Topics include making good decisions, consequences and alcohol, drug, tobacco awareness and resistance.

V.E.G.A. (VIOLENCE EDUCATION GANG AWARENESS)

March 9, 16, 23	9 classes	St. Isaac Jogues School
March 26	10 classes	Hinsdale Middle School

V.E.G.A. is a six lesson program presented in sixth grade classrooms in Hinsdale public schools and in seventh grade at Hinsdale Parochial schools. The program deals with problem solving without violence, bullying and avoiding gang activities.

On March 2, 2015, Officer Coughlin attended the DuPage County Juvenile Justice Council meeting in Wheaton. Topics covered were juvenile mental health services, substance abuse treatment providers and effective interventions for high-risk youths.

On March 4, 2015, Officer Coughlin the DJOA board meeting in Wheaton. Topics covered were meeting/training sites, upcoming trainings and board meetings, membership, website, scholarships and elections.

On March 5, 2015, Officer Coughlin held the 2014-2015, Hinsdale Citizen's Police Academy graduation at KLM Lodge. The graduation included pizza, soda, dessert and a video presentation. Attending the graduation were the graduates, members of their families, CPA instructors and Chief Bloom. The graduates received a certificate of completion and the instructors received a certificate of appreciation from Chief Bloom and Officer Coughlin.

On March 6, 2015, Officer Coughlin went to Hinsdale Middle School to inspect World War II rifles and guns for WWII day at the school. Principal Pena wanted to make sure that all guns were unloaded and inoperable.

On March 6, 2015, Officer Coughlin spoke with all the fourth graders at Oak School about internet safety and cyber-bullying.

On March 7, 2015, Officer Coughlin, Officer Church from Oak Brook Police Department and Officer Zucchero from Burr Ridge Police department hosted the 16th annual D.A.R.E. Lock In at HCHS. More than 330 students attended the event from the three towns. The students learned that they can have fun staying up and away from home, without participating in alcohol, drugs, tobacco and violence. The students played basketball, tug o war, jumped in inflatables, climbed the rock wall and participated in the obstacle course, played Rock band and danced to music. There also was a Jell-O eating contest, and relay races. Everyone received a t-shirt on the way out and had a great time. Many high school students also volunteered to chaperone the event along with numerous parents.

On March 12, 2015, Officer Coughlin coordinated a school lockdown drill at Hinsdale Adventist Academy. It was an unannounced drill that went very smoothly with a few challenges that were addressed with Principal Coy.

On March 18, 2015, Officer Coughlin attended the DJOA (DuPage Juvenile Officers Association) meeting. The topic was a roundtable discussion on juvenile cases that had been handled incorrectly and correctly.

On March 18, 2015, Officer Coughlin attended the District 181 Safety & Crisis committee meeting at the Burr Ride Police Department. Topics covered were safety of students inside schools, electronic access for all schools to be completed soon, portable classrooms at Hinsdale Middle School and table top scenarios at all schools.

On March 24, 2015, Officer Coughlin covered the street to assist patrol while they were in Use of Force training.

On March 25, 2015, Officer Coughlin assisted K-9 Officers with a search of lockers, a classroom, boy's locker room and the girl's locker room at Hinsdale Central High School. No drugs were located.

On March 25, 2015, Officer Coughlin participated in TASER training and was recertified to carry the TASER.

On March 6, 13, 20, 27 2015, Officer Coughlin walked the <u>Business District</u> monitoring the behavior of middle school students. Officer Coughlin spoke with teens, shoppers, business owners and handled any incidents related to the students.

On March 3, 4, 7, 16, 19, 26, 31 2015, Officer Coughlin supervised five high school students completing community service work.

YOUTH BUREAU SUMMARY

On 3/14/2015 at approximately 11:56pm, two Lyons Township High School seniors were charged with **Unlawful Consumption of Alcohol** following a traffic stop. Both were ordered to appear in **Field Court**.

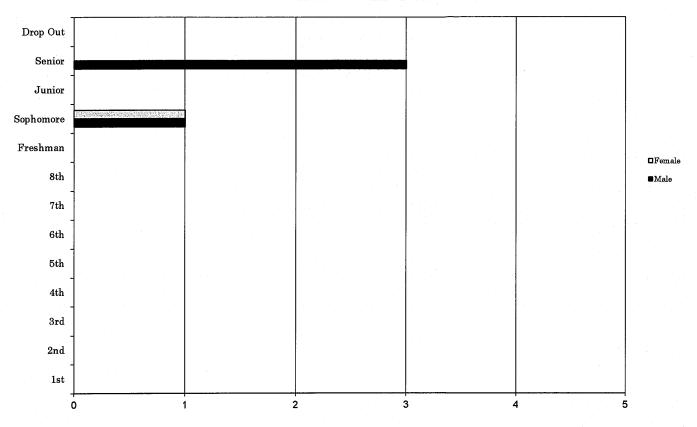
On 3/14/2015 at approximately 4:00pm, a HCHS sophomore was charged with **Disorderly Conduct** after she posted inappropriate photos on the internet. She was assigned **Peer Jury**.

On 3/20/2015 at approximately 11:54am, a HCHS sophomore was charged with Illegal Possession of Ammunition after bringing a loaded shotgun shell to school. The charges were Direct Filed.

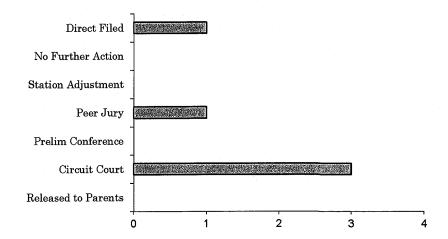
On 3/28/2015 at approximately 12:19am, a HCHS senior was charged with Speeding 35 Over and No Valid Driver's License/Curfew. He was ordered to appear in Field Court.

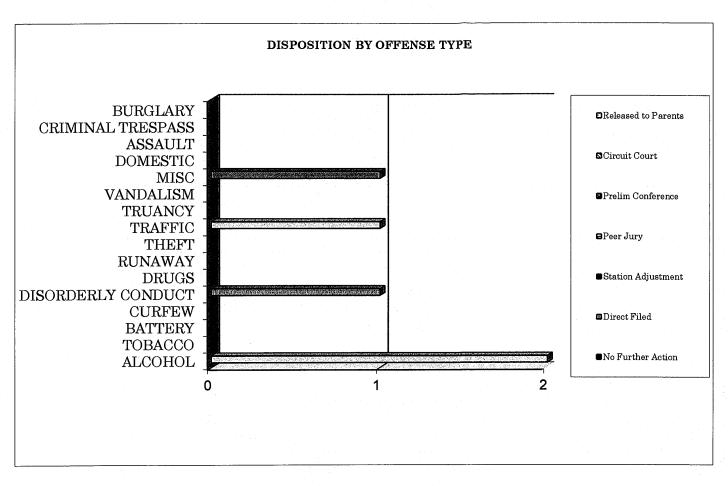
Hinsdale Police Department JUVENILE MONTHLY REPORT March 2015

AGE AND SEX OF OFFENDERS



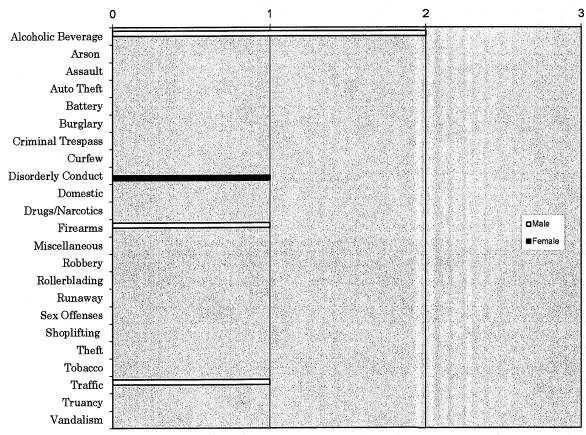
DISPOSITION OF CASES





Juvenile Monthly Offenses Total Offenses by Offense Type

March 2015



Hinsdale Police Department

NOTABLE TRAFFIC INFORMATION REQUESTS AND ACTIVITY

Intersection Safety Reviews: Concerns were expressed from residents regarding the safety at the below listed intersections. Residents expressed interest in additional traffic control measures, including additional stop signs. Preliminary reviews of all intersections are in-progress, and feedback regarding MUTCD standards has been provided to the residents. Low-level improvements such as pavement markings, warning signs, or parking restrictions will be recommended and forwarded for immediate action. Should the preliminary review indicate that a traffic control device be installed, recommendations will be forwarded to the Village Board.

- 8th & Bodin: An intersection study was conducted following a preliminary review of the intersection that found that collision data may warrant the replacement of 2-way yield signs to 2-way stop signs. A recommendation was made to the Village Board recommending this change based upon collision frequency in a 3-year period.
- 5th & Washington: An intersection study was conducted following a preliminary review of the intersection that found that collision data may warrant the replacement of 2-way yield signs to 2-way stop signs. A recommendation was made to the Village Board recommending this change based upon collision frequency in a 3-year period.
- **Monroe & Hickory:** A preliminary study was conducted upon request from a resident living nearby the intersection. The intersection had low collision history, and the preliminary study found no indication that additional measures were necessary at this time.
- In-Street Pedestrian Sign at Garfield & Maple: A preliminary review was conducted following a resident's request for an instreet pedestrian sign at this intersection, similar to installations in the 500 blk N. Grant Street and the downtown business district. Although this intersection is used by pedestrians, the volume is not high enough to make a recommendation for the installation of this sign. Although there are no set criteria for pedestrian volumes, it has been Village practice that installation of such signage should be made following careful consideration of the potential for creating a false sense of security. Sufficient crosswalk markings are in place at this time.
- **Speed Complaints 800 blk S. Monroe:** Resident complaints have been received regarding speeding vehicles in the 800 blk of South Monroe. A schedule is in place for deployment of the speed trailer to collect 85th Percentile speed data, and officers have been directed to conduct selective enforcement to evaluate the prevalence of speed violations.

Other Traffic related activity:

During the most recent "Driver Sober or Get Pulled Over Crackdown" for the St. Patrick's Day holiday, the Hinsdale Police Department made 1 drunk-driving arrest, and issued 40 seat belt citations (12 of which occurred during nighttime hours.) Officers also issued 12 cell phone citations, made 1 felony arrest for Possession of a controlled substance, issued 1 citation for an expired driver's license, 2 citations for operating an uninsured motor vehicle, 24 speeding citations, 2 possession of cannabis citations, 1 possession of drug paraphernalia citation, and 9 citations for other traffic offenses. The campaign featured high-visibility enforcement combined with a variety of outreach activities which included a strategic media campaign as well as additional enforcement activity. The St. Patrick's Day crackdown was funded by federal traffic safety funds through IDOT's Division of Transportation Safety and is part of the statewide "Drive Sober or Get Pulled Over" and "Click It or Ticket" campaigns.

NORTH SIDE		utes Spent) SOUTH SIDE	
York Road between The Lane and Fuller (280)	Countyline Rd. 47 th to 55	5 th (735)
School Zones (465)			
Monroe Street, North to Ogden (215)			
Countyline Rd. Walnut to Ogden (270)			
SPEED TRAILER	SPEED FEEDBACK SIGN		STEALTH RADAR
	(85 th Per	centile Speed)	
Not utilized due to weather conditions	700 blk S. Monro	e (On-Going)	No identifiable areas of study

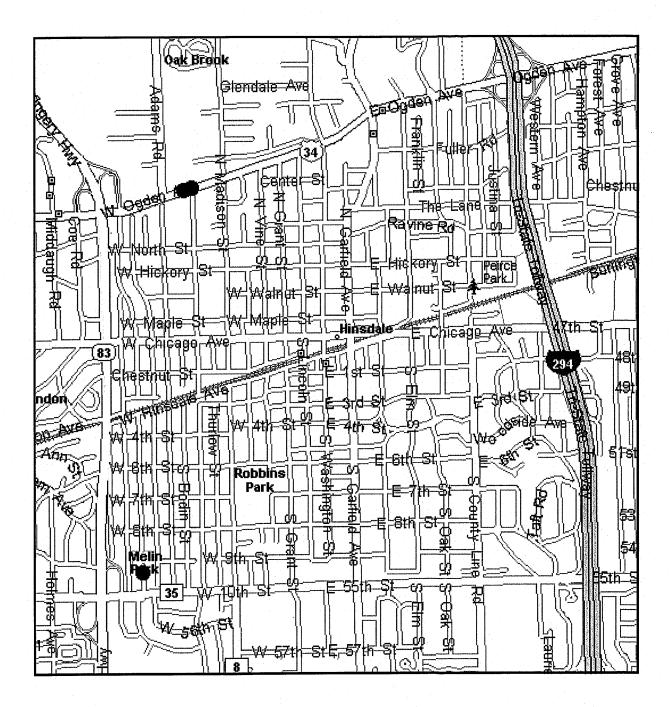
(The 85th Percentile Speed is commonly used by engineers to determine whether a speed problem exists. This number represents the speed at which 85% of vehicles were driving at or below.) Speed trailer deployments are for an 8-hr time period. Speed feedback sign deployments are for a 2-week time period

TRAFFIC ENFORCEMENT

March 2015

* Includes Citations and Warnings	This Month	This Month Last Year	YTD	Last YTD
Speeding	213	97	460	250
Disobeyed Traffic Control Device	35	35	98	87
Improper Lane Usage	24	30	41	61
Insurance Violation	12	10	30	36
Registration Offense	31	33	98	118
Seatbelt Violation	54	33	80	53
Stop Signs	23	32	73	112
Yield Violation	5	11	30	47
No Valid License	4	4	. 11	10
Railroad Violation	1	0	3	3
Suspended/Revoked License	8	4	19	7
Cellular Phone Violations	78	65	160	170
Other	33	13	74	44
TOTALS	521	367	1,177	998

BURGLARIES March 2015



- Burglaries
- Burglaries from Motor Vehicles

MONTHLY OFFENSE REPORT

March 2015

CRIME INDEX	This Month	This Mo. Last Year	Year To Date	Last Year To Date
1. Criminal Homicide	0	0	0	0
2. Criminal Sexual Assault/Abuse	0	0	0	1
3. Robbery	1	0	1	0
4. Assault and Battery, Aggravated	0	0	0	0
5. Burglary	1	1	7	3
6. Theft	10	5	26	15
7. Auto Theft	0	1	3	2
8. Arson	0	0	0	0
TOTALS	12	7	37	21

SERVICE CALLS—MARCH 2015

	This Month	This Month Last Year	This Year to Date	Last Year To Date	% CHANGE
Sex Crimes	0	0	0	1	-100
Robbery	0	0	0	0	0
Assault/Battery	0	4	5	5	0
Domestic Violence	6	11	26	19	37
Burglary	1	1	4	0	400
Residential Burglary	0	0	3	2	50
Burglary from Motor Vehicle	3	0	.7	2	250
Theft	9	6	22	8	175
Retail Theft	0	0	1	0	100
Identity Theft	10	3	16	11	45
Auto Theft	0	1 1	2	2	0
Arson/Explosives	0	0	0	0	0
Deceptive Practice	0	1 1	3	1	200
Forgery/Fraud	2	2	5	3	67
Criminal Damage to Property	9	2	11	4	175
Criminal Trespass	0	2	0	1	-100
	0	0	2	0	200
Disorderly Conduct	1 1	4	6	4	50
Harassment	2	0	3	0	300
Death Investigations	2	1	6	1	500
Drug Offenses			2	3	-33
Minor Alcohol/Tobacco Offenses	1	0		14	
Juvenile Problems	9	19	31		121
Reckless Driving	1	0	4	0	400
Hit and Run	6	8	28	17	65
Traffic Offenses	12	8	20	7	186
Motorist Assist	39	50	152	149	2
Abandoned Motor Vehicle	0	0	3	6	-50
Parking Complaint	16	7	52	44	18
Auto Accidents	42	48	151	162	-7
Assistance to Outside Agency	4	2	7	12	-42
Traffic Incidents	8	8	18	12	50
Noise complaints	6	7	29	22	32
Vehicle Lockout	29	25	83	52	60
Fire/Ambulance Assistance	138	147	459	314	46
Alarm Activations	99	97	293	256	14
Open Door Investigations	5	5	11	11	0
Lost/Found Articles	18	11	36	17	112
Runaway/Missing Persons	1	0	5	8	-38
Suspicious Auto/Person	33	28	87	55	58
Disturbance	7	9	21	12	75
911 hangup/misdial	71	80	241	202	19
Animal Complaints	32	39	84	49	71
Citizen Assists	47	47	135	96	41
Solicitors	13	3	20	4	400
Community Contacts	2	1	2	2	0
	0	2	1	1	0
Curfew/Truancy	93	87	274	210	30
Other					
TOTALS	777	836	2,371	1,801	32

Training Summary March 2015

(All training is mandatory unless noted otherwise)

From Monday, March 9, 2015 to Thursday, March 12, 2015, Detective Sergeant Erik Bernholdt attended 32-hour **Safety Chief Course - DuPage IMAT**.

On Friday, March 13, 2015, Detective Sergeant Erik Bernholdt attended 8-hour Hostage Negotiator.

During the month of March, 2015, Sergeant Steven Ruban completed week 5 & 6 of Staff and Command School..

On March 17, 2015, Officer Jeffrey Huckfeldt attended monthly 8-hour NIPAS MFF PR-24 Basic Course training.

During the month of March required employees completed Breath Analysis Operator, Illinois Monthly Legal Update & Review, NARCAN review video, and LEADS certification online or during roll call.

All sworn personnel completed yearly Use of Force training, handgun qualifications, baton and Taser recertification.

Submitted by:

Sergeant Thomas Yehl Training Coordinator

March 2015 Collision Summary

All Collisions at luters sections						
LOCATION	30 days	12 Months	2 Years	3 Years	5 Years	
Garfield & Chicago	1	6	10	15	27	
Madison & 55th	1	5	4	5	20	
Madison & Hickory	1	1	1	1	2	
Monroe & Maple	1	1	1	2	5	
Oak & Chicago	1	3	6	8	15	
Washington & Ogden	2	3	1	1	8	
TOTALS	7	19	23	32	77	

Right-Angle Collisions at hitersections						
LOCATION	30 days	12 Months	2 Years	3 Years	5 Years	
Garfield & Chicago	1	4	10	15	27	
Madison & 55th	1	2	4	5	20	
Madison & Hickory	1	1	1	1	2	
Monroe & Maple	1	1	1	2	5	
Oak & Chicago	1	3	6	8	15	
Washington & Ogden	1	- 1	1	1	. 8	
TOTALS	6	12	23	32	77	

Contr	ibuting Fac	tors and Collision Types	
Contributing Factors:	Commission of the self-self-self-self-self-self-self-self-	Collision Types:	
Failure to Yield	13	Private Property	10
Improper Backing	10	Hit & Run:	3
Failure to Reduce Speed	13	Personal Injury	7
Following too Closely	3	Pedestrian	0 1 / 1 1 1 1 1
Driving Skills/Knowledge	0	Bicyclist	0
Improper Overtaking/Passing	2		
Exceeding Safe Speed for Conditions	5		
Improper Turning	2	Crashes by Day of the Week:	
Disobeyed Traffic Signals	1	Sunday	3
Improper Lane Usage	4	Monday	10
Had Been Drinking	2	Tuesday	3
Vehicle Equipment	0	Wednesday	5
Vision Obscured	1	Thursday	5
Driving Wrong Way	1	Friday	8
Distraction	1	Saturday	6
Weather	1		
*Contributing factors may be higher than total crashs, due to multiple contributing factors in a sing k	crash	TOTAL	40

Manual on Uniform Traffic Control Devices Warrants March 2015

The following warrants should be met prior to installation of a two-way stop sign:

- 1. Intersection of a less important road with a main road where application of the normal right-of-way rule would not be expected to provide reasonable compliance with the law;
- 2. Street entering a through highway or street;
- 3. Unsignalized intersection in a signalized area; and/or
- 4. High speeds, restricted view, or crash records indicate a need for control by the STOP sign (defined by 5 or more collisions within a 12-month period).

The following warrants should be met prior to the installation of a Multi-way stop sign:

- 1. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- 2. A crash problem, as indicated by 5 or more reported crashes in a 12-month period, that is susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
- 3. Minimum volumes:
 - a. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
 - b. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
 - c. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the above values.
- 4. Where no single criterion is satisfied, but where Criteria 2, 3.a, and 3.b are all satisfied to 80 percent of the minimum values. Criterion 3.c is excluded from this condition.

Option:

Other criteria that may be considered in an engineering study include:

- 1. The need to control left-turn conflicts;
- 2. The need to control vehicle/pedestrian conflicts near locations that generate high-pedestrian volumes;
- 3. Locations where a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop; and
- 4. An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-ay stop control would improve traffic operational characteristics of the intersection.

The following warrants must be met prior to the installation of a Yield sign:

- 1. On a minor road at the entrance to an intersection where it is necessary to assign right-of-way to the major road, but where a stop sign is no necessary at all times, and where the safe approach speed on the minor road exceeds 10 miles per hour;
- 2. On the entrance ramp to an expressway where an acceleration ramp is not provided;
- 3. Within an intersection with a divided highway, where a STOP sign is present at the entrance to the first roadway and further control is necessary at the entrance between the two roadways, and where the median width between the acceleration lane; and
- 4. At an intersection where a special problem exists and where an engineering study indicates the problem to be susceptible to correction by use of the YIELD sign.

CITATIONS—March 2015

CITATIONS BY LOCATION		This Month	This Month Last Year	YTD	Last YTD
Chestnut Lot	Commuter Permit	46	39	107	115
Highland Lot	Commuter Permit	26	10	57	28
Village Lot	Commuter Permit	29	38	104	130
Washington Lot	Merchant Permit	53	22	119	62
Hinsdale Avenue	Parking Meters	103	276	526	841
First Street	Parking Meters	160	347	690	1,033
Washington Street	Parking Meters	160	477	667	1,463
Lincoln Street	Parking Meters	10	20	53	54
Garfield Lot	Parking Meters	45	93	144	203
Other	All Others	353	407	1,054	1,,023
TOTALS		985	1,729	3,521	4,952

This

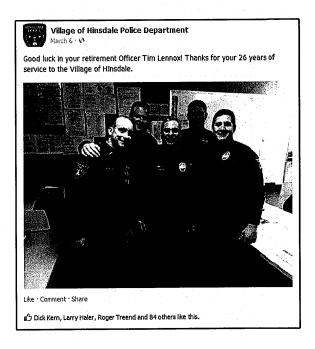
VIOLATIONS BY TYPE

VIOLATIONS BY TYPE	This Month	Month Last Year	YTD	Last YTD
Parking Violations				
METER VIOLATIONS	600	1.322	2,300	3,701
HANDICAPPED PARKING	7	1	37	6
NO PARKING 7AM-9AM	13	20	54	42
NO PARKING 2AM-6AM	103	110	269	312
PARKED WHERE PROHIBITED BY SIGN	41	46	140	166
NO VALID PARKING PERMIT	23	25	119	107
Vehicle Violations				
VILLAGE STICKER	53	52	151	120
REGISTRATION OFFENSE	32	49	158	249
VEHICLE EQUIPMENT	46	37	74	56
Animal Violations	3	13	12	27
All Other Violations	64	54	207	166
TOTALS	985	1,729	3,521	4,952

Social Networking Monthly Status Report March 2015

The **Hinsdale Police Department** continues to publicly advocate its community notification via social media. During the past reporting period, posts were disseminated on the following topics:

• Congratulated Officer Tim Lennox on his 26 years of service to the Village of Hinsdale and wished him good luck in his retirement.



- Posted a photo of Hinsdale 5th graders with Officer Coughlin at the annual DARE lock-in which took place at Hinsdale Central High School on Saturday, March 7.
- Three facebook posts provided details regarding the "shelter-in-place" taking place at Hinsdale Central High School while Police investigated an incident that occurred on school grounds.
- Announced the "shelter-in-place" at Hinsdale Central High School while a planned K9 search of the school was being conducted, and provided details regarding how a "shelter-in-place" effects daily classroom activities.

NUMBER OF FOLLOWERS

facebook: 695

twitter: 675



MEMORANDUM

April 14, 2015

TO:

Thomas K. Cauley, Village President

Village Board of Trustees

Kathleen Gargano, Village Manager

FROM:

Rick Ronovsky, Fire Chief

REF:

Executive Summary – Fire Department Activities for March 2015

In summary, the Fire Department activities for the month of March 2015 included responding to a total of 206 emergency incidents. Fire related incidents totaled 70 responses, Emergency Medical related totaled 95 responses, and Emergency related totaled 41 responses. During the first quarter of this calendar year, we have responded to 664 emergency incidents. This is slightly higher than our three-year average of 613 for 2012, 2013, 2014.

We continue to be fortunate as we did not have a significant structural related fire. There were several smaller incidents that caused minor damages. We did respond to assist the Western Springs Fire Department twice and the Brookfield Fire Department once as they had significant structural related fires. Additionally, one of our Fire Investigators assisted the LaGrange Park Fire Department in determining the cause of a fire in one of their apartment buildings.

Fire Department members continue to attend regular daily training as well as outside training and educational opportunities to keep themselves prepared. Our members are attending almost 500 hours of training per month.

Our Fire Prevention Bureau is also very active conducting fire and life safety inspections in the business, commercial, educational, and institutional occupancies within the Village limits.

A statistical breakdown is attached.





Emergency Response

In March, the Hinsdale Fire Department responded to a total of 206 requests for assistance for a total of 664 responses this calendar year. There were 50 simultaneous responses and four train delays this month. The responses are divided into three basic categories as follows:

Type of Response	March 2015	% of Total	Three Year March Average 2012-2013-2014
Fire: (Includes incidents that involve fire, either in a structure, in a vehicle or outside of a structure, along with activated fire alarms and/or reports of smoke)	70	34%	79
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	<i>95</i>	46%	77
Emergency: (Includes calls for leaks and spills, hazardous material response, power lines down, carbon monoxide alarms, trouble fire alarms, house lock outs, elevator rescues, and other service related calls)	41	20 %	38
Simultaneous: (Responses while another call is ongoing. Number is included in total)	50	24%	32
Train Delay: (Number is included in total)	$m{d}$	2%	9
Total:	206	100%	194

Year to Date Totals

Fire:

226

Ambulance:

289

Emergency: 149

2012-13-14

2015 Total:

664

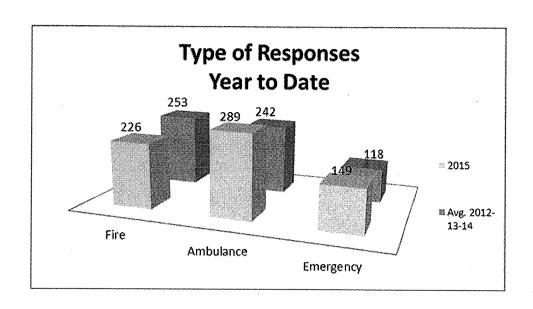
Average:

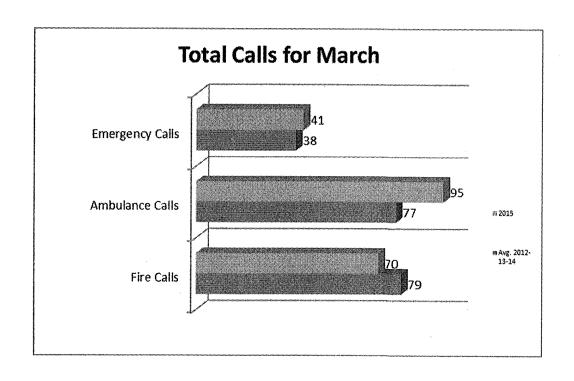
613





Emergency Response

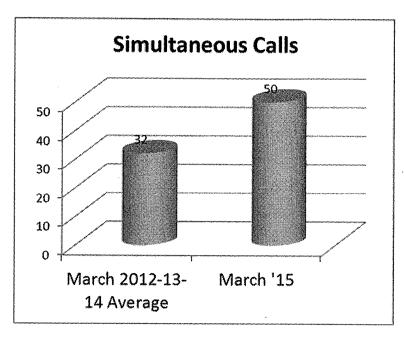


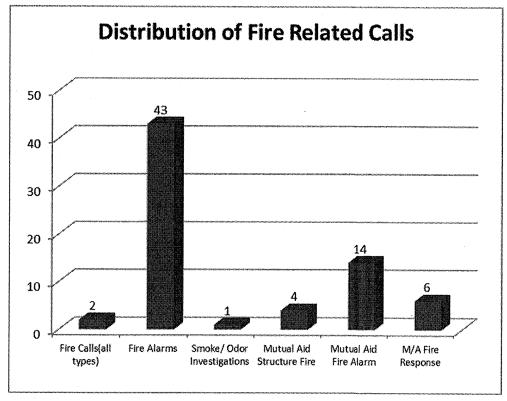






Emergency Response

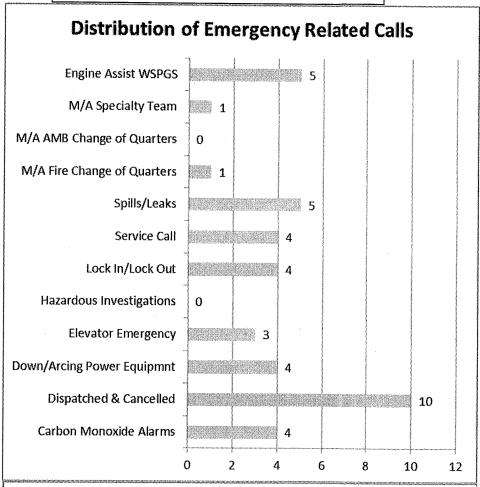


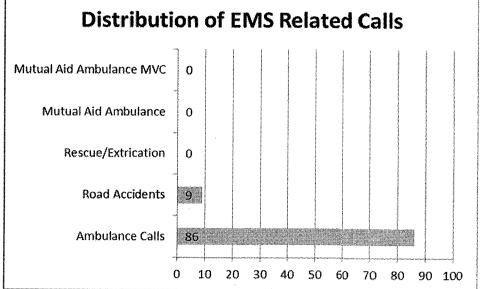






Emergency Response









Incidents of Interest

March 2nd – members responded to Fuller's at 33-35 E. First Street for an odor of natural gas in the building. Upon arrival, members investigated and found natural gas leaking from a roof top heating unit filtering back into the building. NICOR contacted, unit shut down. Building owner advised to have unit fixed. Clarendon Hills assisted.

March 7th – members responded to the 200 block of Bonnie Brae for an odor of smoke in the house. Members investigated and found the battery for a rechargeable vacuum overheating. Members secured the unit and advised homeowner. No damage, no injuries.

March 10th – members responded with our aerial ladder and Fire Chief to assist the Western Springs FD with a residential house fire. Upon arrival, members assisted in extinguishing a fire in the attic. Our aerial ladder was used to access the roof for ventilation. Chief assisted as needed.

March 11th – one of our Fire Investigators responded to assist the LaGrange Park FD with determining the cause and origin of a fire that occurred in a residential apartment complex.

March 12th – members responded twice to 908 N. Elm Street to release an elevator that stalled twice trapping people inside. Elevator was taken out of service for repairs; there were no injuries to the occupants.

March 14th – members responded to southbound I-294 just south of Ogden Avenue for an accident. The occupant of one of the cars was extricated by members and transported to Hinsdale Hospital.

March $15^{\rm th}$ – members responded with our aerial ladder to assist the Western Springs FD with a fire inside a residential house. Members assisted as needed. Fire was contained to a trash receptacle.

March 17th – members responded with our aerial ladder, safety officer, and Fire Chief to assist the Brookfield FD with a residential apartment fire. Members assisted as needed.

March 18th – members responded to 8th & Madison for an outside odor of natural gas. Upon arrival, members located a leak in the parkway. NICOR was contacted to repair.

March 19th – members responded to 120 E. Ogden Avenue for a vehicle accident. Members treated two people, transporting one to Hinsdale Hospital.

March 21st – members responded to the zero hundred block of Ulm Street for a resident that fell down a flight of stairs inside his home. Resident was transported to Good Samaritan Hospital in critical condition with a severe head injury.

March 21st – members responded to 907 N. Elm Street for an activated fire alarm. Upon arrival, members located an overheating electrical box in a service room. Area was secured and power shut down to the area. No injuries, \$100 damage estimated. Western Springs and Clarendon Hills assisted.

March 22nd – members responded to the 400 block of north Monroe Street for a chimney fire in a residence. Upon arrival, members found a malfunction in the chimney. Area secured and homeowner advised to seek repairs. No injuries, no damage. Western Springs, Oak Brook, and Clarendon Hills also responded.

March 23rd – members responded to 55th Street and Route 83 for a vehicle accident. One person transported to Hinsdale Hospital.

March 24th – members responded to 53 S. Washington Street for an electrical fixture on fire. Members found a faulty fixture in the ceiling. Area secured, power shut to unit. Owner advised to seek repairs. No injuries, \$200 damage estimated.

March 28th – members responded to the Hinsdale Adventist Academy for a fire on the outside of the building. Upon arrival, members found a trash dumpster on fire. Fire extinguished. There were no injuries, \$100 damage estimated.





Training/Events

In the month of March, members conducted regular daily training in the following areas – Forcible Entry practices, lock out, tag out procedures, drivers training and equipment familiarization on all apparatus, Policy review, IRMA Right to Know, Aerial Ladder operations review, preplan activities at the Eve Assisted Living and the Hampton's, and Paramedic CE on Special Needs Patients and Infection Control.

All shifts conducted a review of self-contained breathing apparatus including mask fit testing, confidence course, and consumption test.

Captain Giannelli attended Chief Fire Officer class, Lt. Claybrook attended Fire Officer II class, and Firefighters Majewski and Skibbens Fire Officer I classes.

Firefighter McDonough and Wilson continue with the Apparatus Operator's training for our Aerial Ladder –Truck 1019.

Members assigned to Regional Specialty Teams attended their regular monthly training sessions. Captain DeWolf – DuPage Fire Investigators, Firefighters Smith and Ziemer – Technical Rescue, Firefighters Patitucci, Majewski, and Wilson – Hazardous Materials, Lt. Neville and Firefighters McCarthy and Schaberg – Fire Cause & Origin, and Firefighter Nichols – Honor Guard.

Lt. Neville and Firefighters Ziemer and Schaberg attended the MABAS 10 Symposium on Officer Development held at Argonne National Laboratory Fire Department.

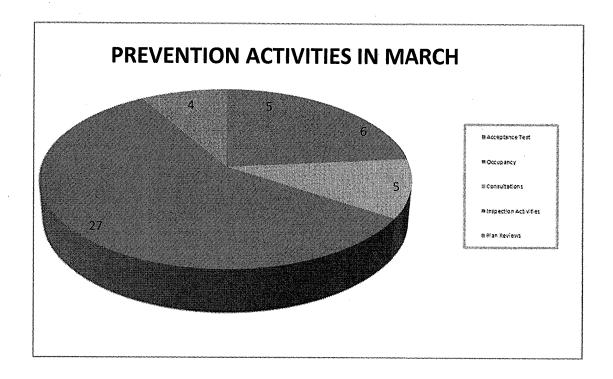
Firefighters Karban and Nichols attended the Fire Peer Support Course at the Illinois Fire Service Institute in Champaign.





Public Education

The fire prevention bureau is responsible for conducting a variety of activities designed to educate the public, to prevent fires and emergencies, and to better prepare the public in the event a fire or medical emergency occurs.



Fire Prevention/Safety Education:

- School Lock Down attended at the Hinsdale Adventist Academy.
- Two (2) Community CPR classes conducted during the month.
- Attended District 181 Crisis Plan Meeting.
- Attended the Dare "Lock-In" at Hinsdale Central High School
- Worked closely with DuComm staff to build new VHF Frequency receiver site at Hinsdale Water Tower. With the help of Public Works, the pad and electrical work has been installed for the new radio cabinet installation.
- Met with DuComm several times to create CAD the dispatching template for our responses.
- Conducted School Public Education at St. Isaac's and Oak Schools and the Hinsdale Adventist Academy.
- Firefighter Tullis conducted a program on our Fire Department to the Hinsdale Rotary Club





The Survey Says...

Each month, the department sends out surveys to those that we provide service. These surveys are valuable in evaluating the quality of the service we provide and are an opportunity for improvement.

Customer Service Survey Feedback:

We received 12 responses in the month of March with the following results:

Were you satisfied with the response time of our personnel to your emergency?

Yes - 12 / 12

Was the quality of service received:

"Higher" than what I expected - 11/12

"About" what I expected -1/12

"Somewhat lower" than I had expected 0 / 12

Miscellaneous Comments (<u>direct quotes</u>):

"I felt I was in very good hands. The men were very caring and made me feel comfortable. Thank you"

"...All your people are great – as I expected, superior service all around. I have been on thousands of fire calls in the city. Your people always do a good job!!" Lt. Chicago Police Retired

"The crew was extremely polite, comforting and efficient about their work. The Village should be proud to have such a quality fire department servicing their needs in times of emergencies."

"As a 19 year veteran nurse, RN/ACIS/TNS at Hinsdale Hospital – I have seen the Hinsdale Paramedics many times. They have always been exceptional and professional. I expected no less from them and they didn't disappoint! They maintained their high level of professionalism. I had outstanding care. I don't think they could have been any better. This was my first non-professional ambulance trip. I felt totally secure being in the best care. Keep up the excellent work!"

MEMORANDUM

To:

Kathleen Gargano, Village Manager

From:

George Peluso, Public Services Director

Subject:

Monthly Report – March 2015

Date:

April 14, 2015

The following is a summary of important items that the Public Services Department worked on during the month of March:

- Researched and purchased a new time clock and overtime tracking system. The Department decided to purchase a hand scan device that will save administrative staff time preparing and checking payroll. The new system includes a biometric hand scanner that requires employees to enter their employee number, and then scan their hand to record punch in and out times. In addition to the hand scanner, the time management software requires each division supervisor the responsibility to track and approve employee's time sheets on a daily basis. Overtime can be accounted for and allocated to the correct budget accounts instantly. The new time clock system is equipped a computer service called Employee Self-Service (ESS). ESS will allow employees to view their electronic time card, paid time off accruals, status of requested time off, and request compensatory time via an on-site computer or an application that can be download through a smart phone.
- The Department has implemented a new employee work task tracking policy and procedures. Utilizing a number coding systems, all employees will be tracking their works tasks daily, so that we can track activity measures more accurately. (See attached memo)
- The Village's insurance provider, IRMA was on site to conduct Flagger training at the Public Services Department. Employees' flagger cards were recertified for another three years qualifying them to manage construction traffic while working in the roadway.

March Water Main Break Locations

<u>Date</u>	<u>Address</u>	Pipe Size/Type	<u> Air Temp.</u>	<u>Duration</u>
3/7/15	661 W. 58 th Pl.	6" Cast Iron	33	6hrs.
3/7/15	5770 S. Jackson	6" Cast Iron	24	5hrs.

Activity Measures

Standard Tasks	March 2015	Prev Mo	YTD 2015
Signs	13	2	23
Posts	9	0	9
Signs Repaired	61	18	79
Cold Mix (tons)	21.43	1.5	28.26
Hot Mix (tons)	0	0	0
Gravel for Alleys (tons)	39	3	42
White Paint (gallons)	0	0	0
Yellow Paint (gallons)	0	0	0
Basin top Cleaning (man-hours)	0	0	0
Alley Grading (man-hours)	50	0	50
Alley Trimming (man-hours)	0	0	0
Concrete (yards)	0	0	0
Snow & Ice Callouts	3	12	28
Road Salt Used (tons)	94	484	1045.5
Sand Used (tons)	0	0	0
Salt & Calcium for walks, stairs, etc. (tons)	59Bags	156 Bags	260 Bags
Leaves Swept Up (yards)	25	0	25
Central Business District Sweeps	2	0	2
Complete Village Sweeps	0	0	0
Parking Lot Sweeps	0	0	0
Street Light Poles Repaired	31	0	31
Request For Services Completed	47	21	77
Sump pump issues	0	86	86

Significant issues for this month:

- Coordinated with Fire Department on the installation of an electrical service and concrete pad for the radio equipment utilized for the switch over to DUCOMM dispatch center.
- Coordinated contractor services for the concrete restorations throughout the Village from Department excavations during the winter months.
- Coordinated contract street sweeping in the Central Business District and throughout the Village.

Water Activity Measures

Standard Tasks	March	Prev Mo	YTD 2015
	2015		
Utility Locates (JULIE)	411	245	888
B-Box/Service Locates	545	283	1107
Water Mains Located	109	69	248
Main Break Repairs	2	3	10
B-Box/Service Repairs	30	10	52
Hydrants Replaced/Repaired	1	0	2
Service Connections/Inspections	5	2	9
Valve Installations/Repairs	0	1	2
Valves Exercised	14	7	30
Valves Located	14	7	30
Leak Investigations	2	6	12
Hydrants Flushed	4	2	8
High Bill Investigations	10	8	21
Water Fountains Serviced/Replaced	0	0	0
Disconnect Inspections	7	2	11
Meter Repairs	0	2	3
Meter/Remote Installs	6	10	20
Meters Removed	8	6	16
Meter Readings	174	77	412

Significant issues for this month:

Water Main Break Repairs

March 2015	Prev Mo	YTD 2015
2	<u>3</u>	10

March Water Main Break Locations

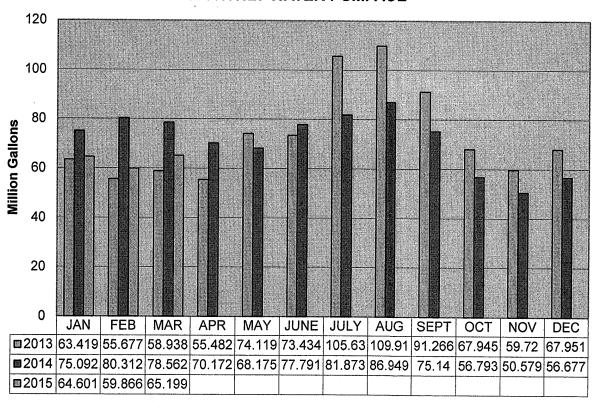
<u>Date</u>	Address	<u>Pipe Size/Type</u>	<u>Air Temp.</u>	Duration
3/7/15	661 W. 58 th Pl.	6" Cast Iron	33	6hrs.
3/7/15	5770 S. Jackson	6" Cast Iron	24	5hrs.

Sewer Activity Measures

Standard Tasks	March 2015	Prev Mo	YTD 2015
Catch Basins Replaced/Repaired	0	0	0
Inlet Replaced/Repaired	1	0	1
Manhole Replaced/Repaired	1	0	1
Catch Basins/Inlets Cleaned	10	10	10
Sewers Cleaned (feet) In-House	0	0	0
Sewers Cleaned (feet) Contractor	0	0	0
Sewers Televised (feet) Contractor	0	0	0
Sewers Replaced/Repaired (feet)	0	0	0
Sewer Mains Located	2	3	10
Back-up Investigations	1	1	2
Manholes Located	6	10	27
Cave-ins Checked	0	0	2
Sewer Inspections	0	0	0
IEPA sampling due to overflow event of combined sewers (Veeck CSO)	0	0	0

WATER

MONTHLY WATER PUMPAGE



March 2015

Standard Tasks	Check Oil, Grease Fittings	Bacteria Sampling
High Service Pumps #1, #2, #3, #4	✓	N/A
Well Pump Motors #2, #5, #10	√	✓

Standard Tasks	March 2015	Prev Mo
Bacteria Samples	24	24
Field Chlorine	21	21
Field Turbidities	21	21
Lab Chlorine	26	24
Lab Turbidities	26	24
Lab pH	26	24
Lab Fluoride	26	24
Precipitation Readings	0	0
Temperature Readings (air)	26	24
Temperature Readings (water)	31	28
DBP Samples	0	0
Pumps Serviced	7	7
Sprinkling Violations	0	0
Lead and Copper	0	0

Parks Maintenance March 2015

Contractual Maintenance

Туре	Contractor	Scope		Frequency	Completed
Garbage Disposal Service	Allied Waste	Empty receptacles business distr	in the	2 / week	6-11-11-11-11-11-11-11-11-11-11-11-11-11

Landscape Maintenance Contract

 Contractual landscape maintenance including spring clean ups will begin in April

In House Maintenance

I) Parks Maintenance

- Bathrooms
 - Cleaning and stocking park facility bathrooms
 - KLM and Burns bathrooms remain open through the winter
 - Staff cleans these bathrooms Monday Friday, weekend service is not provided in the winter
 - All park bathroom facilities will open the week of April 6th
 - Robbins Park
 - Veeck Park
 - Burns Field
 - KLM
 - Brook Park
 - Perice Park

Garbage

- Emptying garbage receptacles in central business district and parks
 - Performed in conjunction with disposal contractor
 - Staff completes when necessary on Tuesdays and Thursdays. Staff will begin performing refuse removal on weekends the weekend of April 18th

Location	# of Receptacles
Burns Field	6
Burlington Park	2
Deitz Park	2
Eleanor's Park	2
Melin Park	2
Peirce Park	12
Robbins Park	10
Brook Park	14
Stough Park	2
KLM	18 (garbage)

V) Trees

Katherine Legge Removals

 Parks maintenance staff worked with the Forestry Division to removed a total of 16 infested green ash trees

VI) Education/Training

- Commercial Drivers License
 - o 1 Parks Maintenance staff member obtains a Class B CDL

	4 (dog waste) 4 (platform tennis)
Memorial Building	4
Central Business District	58
Total	142

- Litter Removal
 - Performed in 16 park locations on 1 occasion

II) Athletics

- Platform Tennis
 - Staff performs refuse removal 3 times per week at KLM
- Ice Rinks
 - Staff deconstructed the Burns Field Ice Rink
 - Ice rink liner was disposed
 - Timbers and plastic borders were stored
- Soccer and Lacrosse
 - Staff began replacing worn nets on soccer goals; a total of 12 nets were replaced in March
 - o Parks Maintenance staff lays out and relines 30 spring athletic fields
 - 25 soccer fields
 - 5 lacrosse fields
- Tennis
 - Worn tennis nets were replaced
 - 2 at Burns Field
 - 1 at Peirce Park
- Sledding
 - Sledding bumpers were removed on Brush Hill (behind the Humane Society)

III) Snow Removal

- Roadway, sidewalks and train platforms
 - Parks Maintenance staff was utilized for snow and ice removal on Village streets, sidewalks and train platforms three times in March

IV) Central Business District

- Planting Bed Maintenance
 - Spring Clean Up
 - Boxwood shrubs were inspected for disease and pruned as necessary
 - All perennial grasses were trimmed in the planting beds
 - Snow fence was removed from Burlington Park wall

Village of Hinsdale Department of Public Services Forestry Department

Monthly Report - March 2015

Trees pruned by Village Staff:

- Small tree pruning (diameter 10 inches and less) 0 trees. Small tree pruning was not undertaken due to the work load required in removal of EAB infested trees.
- Completed 2 resident tree work requests, pruning 3 trees.

Trees pruned by contractor (diameter 10 inches and above):

• Village cycle pruning is completed - the area from Jackson Street on the west, Grant Street on the east, Hinsdale Avenue on the north and 55th Street on the south. A total of 717 trees have been pruned.

Trees removed by Village Staff:

- 55 public trees removed.
- 331 public trees removed by staff this fiscal year.
- 44 public trees currently scheduled for removal by staff.

Trees removed by contractor:

- Elm 0
- Ash 11
- Other 0
- 143 public trees removed by contractor this fiscal year.
- 25 public trees currently scheduled for removal by contractor.

Ash trees infested by Emerald Ash Borer detected by Village Staff:

- 67 public eab positive ash trees detected in March; 331 eab positive ash trees detected this fiscal year.
- 6 private eab positive ash trees detected in March; 53 eab positive ash trees detected this fiscal year.

Ash trees removed:

- 55 ash trees removed this month (44 Village / 11 Contractor)
- 379 ash trees removed this fiscal year (257 Village / 122 Contractor)
- 760 ash trees have been removed since February 2011(613 EAB Positive)

Ash trees that have been treated to manage infestation by Emerald Ash Borer

- 429 Ash trees were treated this season.
- Soil Injection Treatments of 388 ash trees is scheduled for April.

Elm diseased trees detected by Village Staff:

- 0 public ded positive elm trees detected in February; 22 ded positive elm trees detected this fiscal year.
- 0 private ded positive elm trees detected in February; 37 ded positive elm trees detected this fiscal year.

Elm trees removed by Village Staff:

- 0 diseased trees
- 1 storm damaged tree

Elm trees that have had diseased limbs removed (amputations)

• 0 parkway trees

Elm trees that have been inoculated for prevention of Dutch elm disease

• 420 American elm trees were treated this season.

Tree stumps removed by Village Staff:

• 0 parkway stumps were routed, the mulch removed and the parkway restored with top soil and grass seed. Stump removal is scheduled for April.

Trees Planted:

- 0 tree was planted through the Village's planting program.
- 0 trees were planted through the Tribute Tree Program.
- 0 trees were planted through the Resident Reimbursement Program.

Other

- Staff reviewed and commented on 15 tree preservation plans submitted for building permits.
- Staff assisted in Tree Protection for Road Construction Projects on South Elm Street, West 3rd Street, North Stough Street, and North Lincoln Street.

- Staff completed a Tree Preservation Plan for demolition at 14 N Oak Street.
- Staff attended a meeting of the Suburban Tree Consortium Meeting to discuss on-going tree supply issues.

BUILDING MAINTENANCE DIVISION

Significant issues for the Month of March 2015

• Building Security and Fire Suppression

Work with Fire Protection Company to conduct the tests on the water fire suppression system at the Hinsdale Library, Pool, Police / Fire, Youth Center.

Work with Tyco electronic alarm division to test the heat and smoke detectors at the Village Hall / Library, Police / Fire, Water Plant, Pool, Highland Station, KLM Lodge, KLM Warming Hut, KLM Old Art Center and Veeck Park.

Replace the two main batteries in the fire alarm panel at the Hinsdale Youth Center test put back in service.

Check all fire extinguishers and date through out all the buildings.

Work with Tyco at the Village Hall to replace and repair the burglar alarm sensor in the Finance department test put system back on line.

Work at the Police / Fire building to replace exterior cameras we still have two more to do on the Fire side.

HVAC / Boilers

Service at Hinsdale Pool Filter room we found that there was no power to the building which caused the Fire alarm to activate and shut down the heating system in the filter room and fire sprinkler room called Com Ed to repair there lines put systems back in order.

Shut down heating system at the Village Hall for a few days due to warm weather this did not last to long we started back up and checked over operation.

Checked heat in all other Village buildings for proper operation.

Need to order a new small B&G pump motor for Public Works this pushes heat the lower level auto shop motor not working.

Check the expansion tanks at the Police / Fire for the heating system they should be replaced Worked with Tim from the Fire house on this.

Service to large air handler units at the Police / Fire building also the Memorial Hall units.

Service to HVAC air compressor grease all pumps, valves and ground water ejector pumps at Police / Fire.

General Maintenance

Install new Village Of Hinsdale Plaque by front door and remove the old one that is not needed at the lower level East entrance.

Meet with three vendors to obtain proposals on two new hot water tanks for the Police / Fire building.

Work with Glinke Plumbing to help install the new hot water tanks at the Police / Fire.

Repair the shower valve on the North shower men's locker room Police station.

Meet with three vendors to repair over head doors at Police Station.

Work on turning on water and repairing items needed at all park buildings all buildings are ready to go.

Put packets together for the service to the EM Generators.

Work with Colley elevator in village buildings on elevator capital project all going very good.

Meet TorVac at Public Works to clean out the grease triple basins in the auto shop.

Reset all village clocks and lighting timers.

Snow and ice removal.

Meet with vendors to obtain proposals on window washing at the Village Hall and Memorial Hall this will be done after May.

Administration

Complete Don's review.

Work on Task Codes.

Take Photos of the lower level Memorial Hall also look for blueprints to make copies for ADA project.

Reading over Safety Manual.

Work on specifications for Water Plant roof gutter project.

Meet with the new tenant at the Brush Hill station for keys and information also stop the janitorial service to that area.

In touch with All Cleaners to improve on janitorial services in various buildings.



Village of Hinsdale

Memorandum

To:

All Public Services Employees

From:

George Peluso – Director of Public Services

Eric Oscarson – Assistant Director of Public Services

Date:

April 2, 2015

Subject: Job Task Tracking

Purpose: It is the intent of the Village of Hinsdale to provide superior service to the public in a manner that is cost effective for the Village. In an effort to provide that service level, it is necessary for supervisory staff to be able to track employees work throughout the day. This tracking will help provide vital information to administration on how Village staff is utilized throughout the year.

Procedure: All staff members are required to complete a daily "Job Task" form. All employees will be issued a clipboard to help organize the paperwork required to complete the tracking. Employees are responsible for the condition of the clipboard. This form should be completed every day and account for all hours worked. This includes all regular and overtime hours. A normal day should include seven and one half hours of time accounted for. If an employee works through lunch or break, the hours should reflect that. Hours can be broke down to the ½ hour.

Task codes are provided for each division in the clipboard. If an employee is working in a capacity outside their normal division, they should record the task code for that division. Locations codes and maps will be included in the clipboard.

Accomplishments should be accounted for in units that are suitable for the task. If employees are working in a group, only one employee should report the accomplishments. This will help prevent duplicate accomplishments and skewing of the data.

Employees will be allowed ten minutes at the end of every day to complete the required paperwork.

Employees are responsible for turning in forms to their supervisor at the end of every shift. Supervisors will be responsible for turning in all forms to the Department Secretary on a daily basis.

It is to the benefit of all employees that the information provided is as accurate as possible.

10d

MEMORANDUM

TO:

President Cauley and the Board of Trustees

FROM:

Dan Deeter

DATE:

April 21, 2015

RE:

Engineering April 2015 Monthly Report Executive Summary

 Oak Street Bridge Replacement. Kenny Construction, the low bidder at IDOT bid opening on 03/06/15, reported that they received the contract this week. They have one week to review, sign and return the contract to IDOT in Springfield. IDOT District 1 in Schaumburg will then set up a pre-construction meeting which will be attended by all parties involved. Kenny Construction will have their proposed construction schedule available at that pre-construction meeting.

MEMORANDUM

TO: President Cauley and the Board of Trustees

FROM: Dan Deeter

DATE: April 21, 2015

RE: Engineering April 2015 Monthly Report

The Engineering Division has continued to work with the Building Division in order to complete site inspections, as well as responding to drainage complaints. In total, three Engineering employees performed 22 site inspections for the month of February. In February, staff submitted four reports to the Illinois EPA before their respective deadlines. These are the four Discharge Monitoring Reports (DMRs) for our four Combined Sewer Overflow (CSO) locations. Staff also submitted the "Long Term Operations & Maintenance Program Annual Summary Report" to the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC).

The following capital improvement projects and engineering studies are underway:

Oak Street Bridge Replacement Engineering Phase II/Design Engineering (See attached memo.)

Woodlands Green Infrastructure Improvements

- ➤ The contractor will provide two years of rain garden maintenance to establish native plantings. For Phase I this extends through spring 2015. For Phase II this extends through fall 2016. Public Services will request bids for ongoing maintenance of the rain garden landscaping.
- ➤ HR Green began the Phase III design with a meeting on 03/10/15. Design is scheduled in 2015 with construction in 2016.

2014 Roadway & Utility Project

- The contractor, A Lamp, began the remaining construction during the week of 04/06/15 with the water main construction on Fuller Road.
 - o S. Garfield Street 55th to 57th
 - Maple Street Garfield to Park
 - Fuller Road Justina to Mills

2014 Water Main Improvements

- The Contractor began construction on 03/16/15.
 - o Elm Street 55th to 57th
 - Third Street Grant to Lincoln

• 50/50 Sidewalk Program D'Land Construction completed the remaining 75% of the project in early April 2015.

2015 Reconstruction Project

- A Lamp Concrete Contractors will begin construction the week of 04/27/15.
 Construction preparation (JULIE utility locates, traffic control signs, tree protection, etc.) will begin the week of 04/20/15.
- Objectives
 - Separate +/-2,500 feet of combined sewer on Ravine Road to eliminate sanitary sewer overflows in homes & on streets.
 - o Improve stormwater management in identified localized flooding areas at the intersection of Forest/Ravine and on Ravine from Elm to Oak.
 - o Reconstruct +/-5,600 feet of roads in fair poor condition.
 - o Replace +/-2,250 feet of water main pipe in poor condition.
 - Line or replace +/-1,600 feet of sanitary sewer pipe.
- Areas Improved

0	Ravine Road	Garfield to County Line Road
0	Radcliff Way	Ravine to Hickory
0	Forest Road	The Lane to Hickory
0	Elm Street	Ravine to Hickory
0	Mills Street	North End to The Lane
0	Oak Street	The Lane to Ravine

2015 Resurfacing Project

- The general contractor, John Neri Construction Company, began construction the week of 03/16/15. Construction on the rail road crossing at Lincoln street is anticipated during the second half of April 2015.
- Objectives
 - Resurface +/-6,000 feet of roads in fair poor condition.
 - o Replace +/-2,200 feet of water main pipe in poor condition.
 - o Line or replace +/-1,900 feet of sanitary sewer pipe.
- Areas Improved

0	Lincoln Street	North to Hickory
0	N. Stough Street	Quincy to South End
0	S. Stough Street	Chicago to Chestnut
0	Second Street	Monroe to Vine

2015 Maintenance Project

Hardin Paving began bituminous surface course removal the week of 04/06/15. Construction is anticipated to be completed by early May 2015.

Resurfacing Streets

0	Madison Street	Morris to Hickory
0	Madison Street	Walnut to Maple
0	Oak Street	Chicago to First
0	Clay Street	Hickory to Walnut

Patching Only Streets

Chicago Avenue
 Stough to Madison

Monroe Street
 Garfield Street
 Garfield Street
 County Line Road
 Walnut to Chestnut
Hickory to Maple
Hinsdale to 55th
Third to Sixth

Crack Sealing Streets

Washington Street
 Lincoln Street
 Princeton Road
 Ogden to Maple
 Third to Eighth
 First to Woodside

State and Federal Funding Opportunities

A summary of the Grant Funds awarded or applied for by the Village of Hinsdale is attached.

Other Engineering Activities in the Area

IDOT Resurfacing of IL Route 83 from Knollwood Road to IL Route 56. The IDOT resident engineer updated Hinsdale staff on 03/26/15 concerning the project.

• Start Date: April 6, 2015

Nighttime repaving operations are expected to begin May 2015.

• End Date: Late October 2015

Residents should expect temporary lane closures and delays during this time frame.

Cc: Village Manager

Hinsdale, Illinois

Date	Bar Screen Channel Downstream (feet)	Overflow Ht. Above Weir (feet)	Storage Tank Elevation (feet)	Precipitation (inches of rain water)
02/01/15	0.00		2.38	0
02/02/15	0.00		2.61	0
02/03/15	0.00		2.71	0
02/04/15	0.00		2.16	0
02/05/15	0.00		2.41	0
02/06/15	0.01		2.55	0
02/07/15	0.00		2.58	0.07
02/08/15	0.00		2.71	0
02/09/15	0.00		2.14	0
02/10/15	0.00		2.14	0
02/11/15	0.00		2.73	0
02/12/15	0.00		3.15	0
02/13/15	0.00		2.21	0
02/14/15	0.00		2.62	0
02/15/15	0.03		2.92	0
02/16/15	0.02		3.22	. 0
02/17/15	0.03		3.27	0
02/18/15	0.07		3.35	0
02/19/15	0.00		2.62	0
02/20/15	0.00		0.00	0
02/21/15	0.13		2.63	0
02/22/15	0.10	·	2.62	0
02/23/15	0.07		2.59	0
02/24/15	0.24		2.60	0
02/25/15	0.29		2.71	0
02/26/15	0.32		2.88	0
02/27/15	0.26		1.93	0
02/28/15	0.27		2.05	0

Total Precipiation in February:	0.07	
Departure from Normal:	-1.72	
	4%	of normal rainfall

Notes:

1. Minimum tank elevation is 2.0 feet to avoid running the pumps dry and damaging them.

2. Rain data from Holmes Elementary School weather station.

Village of Hinsdale Grant Funds Awarded in 2009 - 2014

Source	Program	Purpose	Funds Available		Amount
Illinois Commerce Commission	Crossing Safety Improvement Program Oak Street Bridge - 60% Funding	Oak Street Bridge - 60% Funding	2015 Capital Budget	₩	4,240,000
Senator Dillard	State Capital Bill	Oak Street Bridge	Effective January 1, 2011	₩.	825,000
West Suburban Mass Transit	Car Sale Proceeds	Oak Street Bridge Eng/Construction 50/50 Reimbursement	1 50/50 Reimbursement	↔	395,000
Illinois Dept of Transportation	Federal Highway Bridge Program	Oak Street Bridge Phase I	July 2010 - 80/20	↔	680,000
DuPage Mayors & Managers	Federal Stimulus	S. Garfield Reconstruction	Paid Through IDOT	€9	1,632,000
Senator Dillard & Rep Bellock	Emergency Repair Program	Street resurfacing	Upon Project Completion	€9-	300,000
Representative Bellock	State Capital Bill	N. Washington Reconstruction	Upon issuance of bonds	₩	340,000
New Local Transportation Projects	State Capital Bill	Road Improvements	20% released October, 2010	↔	389,540
Lyons Township	Bond Proceeds	KLM Park Pavilion	Upon Project Completion	↔	150,000
DuPage Mayors & Managers	STP Program	Oak Street Bridge	2015 Capital Budget	₩.	3,830,000
IDNR	OSLAD	Improvements to KLM	Awarded	↔	150,000
IEPA	ARRA/State Revolving Loan	Garfield Sewer Separation	Loan docs received 7/05/11	₩	444,160
IEPA	ARRA/State Revolving Loan	Chestnut Sewer Separation	Loan docs received 8/16/11	\$	3,728,196
DuPage Mayors & Managers	Surface Transportation Projects	Hinsdale Avenue Resurfacing		₩.	311,627
DuPage Mayors & Managers	Surface Transportation Projects	Chicago Avenue Resurfacing	Approved by DMMC	₩.	203,291
DuPage Mayors & Managers	Surface Transportation Projects	York/Garfield Resurfacing	11/16/11 for FY 2017	₩.	293,442
DuPage Mayors & Managers	Surface Transportation Projects	N. Madison Resurfacing		↔	317,765
DuPage Mayors & Managers	Surface Transportation Projects	S. Madison Resurfacing	Approved by DMMC	↔	274,000
E 2 2 222	£ 5	IT:	0.02 1 1 101 21 12 0/0.00 6/0.00 4 10 10 10 10 10 10 10 10 10 10 10 10 10	¥	100 000
West Suburban Mass Transit	Car Sale Froceeds	nigmana rarking dot	Z/O TEIMBURGERIC)	100,000
DuPage Mayors & Managers	Surface Transportation Projects	Garfield Street Resurfacing	Approved by DMMC	↔	565,000
DuPage Mayors & Managers	Surface Transportation Projects	Chicago Avenue Resurfacing	12/05/14 for FY $2019/20$	œ	532,000
Total				æ	19,701,021

Village of Hinsdale Grant Applications Under Consideration

Source	Program	Purpose	Status	Amount	nt
IDOT	Federal Highway Bridge Grant	Oak Street Bridge Phases II & III (Committed to by IDOT	\$ 4,895,000	2,000
NFWF	Green Stormwater Infrastructure	Woodlands Green Infrastructure	Submitted: 07/29/14	\$ 300	300,000
Total		· · · · · · · · · · · · · · · · · · ·		\$ 5,195,000	2,000

114 Road Utility Project	insdale, Illinois
2014	Hins

Hinsdale, Illinois	i, Illinois										
			Change Order Field Record	ld Record							
Change		-				Estimated Cost	d Cost	Submit	Submitted Cost	Change	Board
Request No.	Date	Pay Item	Description and Reason to Crange	Status	Adc	Addition	Deduction	Addition	Deduction	Order No.	Date
-	09/19/14	CONSTRUCTION DELAY	When a previously unidentified service was located during construction, the construction crew was delayed 2-hours while VOH water department if and where the service was connected to an operational water main.	Completed	\$	2,000.00					
2	09/26/14	TRENCH DRAIN	Install trench drain across east driveway of 921 S. Monroe to address winter pavement water ponding.	Completed	69	3,650.00					
ю	10/01/14	CLASS B PATCH, 7 INCH (CONCRETE)	Remove and replace a service utility patch that has settled since 2002 and causes icing in front of property carriage walk at 20 S. Adams.	Completed	69	1,300.00					
4	10/01/14	PAVEMENT PATCH, DuDOT	After bids had been received for the project, DuPage DOT provided additional comments for construction on 55th Street. This included a unique pavement patch which is different from the plan's specified patch.	Completed	\$	16,500.00 \$	5,100.00				
C	11/19/14	Paver Retaining Wall	Paver brick retaining wall to meet sidewalk ADA requirements and parkway tree protection at the corner of Eighth and S. Adams	Proposed	€9	3,300.00					
											~
			Subtotal Total		\$ 26	\$ 26,750.00 \$	\$ 5,100.00 \$ 21,650.00	\$ Addition	↔		
	Cons	Construction Observation	Construction								
O	Budget: Bid: Change Order	177,069.00 177,069.00 177,069.00	Project Budget A Lamp Concrete Contractors Bid Construction Contingency			I	2,857,259.00 2,842,580.00 14,679.00				
, -	Contingency:	69	Contingency balance Less Net Change Orders			1 11	(6,971.00)		Total Project Contingency:	↔	(6,971.00)

one orintimae	ecord	Estima	Estimated Cost	Submit	Submitted Cost	Change	Board
Pay Item Do	Description and Reason for Change Status	Addition	Deduction	Addition	Deduction	Order No.	Approva Date
Initial site review a staff to review exis	Initial site review after 2014-15 winter by the contractor, engineers, and capter staff to review existing utility conditions and identify potential cost savings.		\$ 19,250.00				
During construction at water main must go ov sewer. To meet IEPA sewer pipe will be replia planned for the water n creditied to the project.	Third & Grant, it was determined that the proposed er, but within 18-inches of, the existing storm water main protection standards, 20-feet of the cod with water quality pipe. A casing previously nain if it went under the storm sewer will be	\$ 1,600.00	\$ 1,300.00				
	Sithtotal	4 1600 00	\$ 20.550.00	·	, 4		
			_	Addition			
Construction Observation	Construction						
78,090.00	Project Budget J Conadon Construction		500,000.00				
	Construction Contingency		2,503.00				
ı	Contingency balance Less Net Change Orders		21,453.00		Total Project Contingency: \$	⇔	21,453.00

2014 WM Project Change Order Field Record_150330

2015 Resurfacing Project Hinsdale, Illinois

		Board	Date																						324,474.78
		Change	Order No.																				4		·
		Submitted Cost	Deduction																	, \$					Total Project Contingency:
		Submitt	Addition																	, \$	Addition				
		d Cost	Deduction	\$ 19,500.00		\$ 13,850.00	50,794.00													84,144.00	\$ (52,347.78) Addition		1,952,000.00	217,992.00	270,339.78
		Estimated Cost	Addition	8,210.00	610.00	12,176.22	\$	10,800.00												\$ 31,796.22 \$]	
١.				€9		€>	-	φ.	-			+	+	+	+	+	L		_	69					
9	n Kecor		Status	Complete	Complete	Complete	Complete	Pending																	
	Change Order Field Record	county and managed bear an illuminated C	Description and Reason to Change	Underground utility obstacles and condition of existing water main required changes to water main route and configuration.	After further investigation of existing VVM and underground conflicts, John Neri recommends directional boring the VVM under Chicago Avenue. This will also reduce impact on residents using Chicago.	Revised directional boring plans and unknown location of existing Stough watermain required revision to the connection configuration and materials.	Revised water main end point to vault north of Chicago Avenue	Extend the length of augered pipe to avoid Hinsdale & Lincoln intersection and the associated utility conflicts with the pit.												Subtotal	Total	Construction			Contingency balance Less Net Change Orders
		71	ray item	WATER MAIN 8", Et. AI.	WATER MAIN DIRECTIONAL BORE	WATER VALVES, 8"	WATER MAIN 8", Et. Al.	STEEL CASING PIPE, AUGER & JACKED. 20"														Construction Observation	\$ 120,000.00 \$ 65,865,00		\$ 54 135 00
rillisuale, illilliois		7	nate	03/17/15	03/20/15	03/24/15	03/30/15						1	-						-		Const	Budget: Rid:	Change Order	Continuency: \$
Speriil		Change	Reduest No.	1	2	п	4	ಬ																	

2	Contingency balance Less Net Change Orders	54,135.00
2	Construction Contingency	
1,7	A Lamp Concrete Contractors Bid	65,865.00
1,9	Project Budget	120,000.00