

RECOGNITION OF LINDA PIECZYNSKI

WHEREAS, Linda Pieczynski is a long standing resident of the Village of Hinsdale and was appointed by the Village Board as Village Prosecutor on June 5th, 1984; and

WHEREAS, She has served the Village in this capacity with honor and dignity for over 30 years; and

WHEREAS, She has prosecuted thousands of ordinance violations in a fair and equitable manner in an effort to always produce the best possible result for the Village of Hinsdale; and

WHEREAS, She has published her own newsletter, '*Roll Call News*' to keep our police officers up to date on relevant legal issues, she has authored innovative ordinances to address and solve unique problems and is a nationally recognized authority on building code and property management issues; and

WHEREAS, She has worked in partnership with Village staff to strategize best approaches in addressing complex property maintenance issues and Village code violations; and

WHEREAS, Linda has always acted in her capacity as Village Prosecutor with the highest integrity, ethical standards and consistency in while achieving the best possible outcome in court for the Village of Hinsdale.

NOW THEREFORE I, Tom Cauley, President of the Village of Hinsdale, do hereby proclaim Tuesday, May 19, 2015 to be LINDA PIECZYNSKI DAY IN HINSDALE and I urge all of our residents to join me in expressing congratulations to her for earning this prestigious award.

Entered upon the records of the Village of Hinsdale the 19th day of May 2015.

_____
Tom Cauley; Village President

ATTEST:

_____
Christine Bruton, Village Clerk

VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
May 5, 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, May 5, 2015 at 7:34 p.m.

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

Absent: None

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

PLEDGE OF ALLEGIANCE

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

PROCLAMATION – BUILDING SAFETY MONTH

President Cauley read the Building Safety Month proclamation.

APPROVAL OF MINUTES

Trustee LaPlaca moved to **approve the draft minutes of the regularly scheduled meeting of April 21, 2015, as presented.** Trustee Elder seconded the motion.

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

Motion carried.

Trustee LaPlaca moved to **approve the draft minutes of the closed session meeting of April 21, 2015, as presented.** Trustee Elder seconded the motion.

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

ABSTAIN: None
ABSENT: None

Motion carried.

CITIZENS' PETITIONS

Mr. Scott Banke, 427 N. Vine Street, addressed the Board regarding the Oak Street Bridge. He acknowledged the bridge is long overdue to retire, but he believes there should be a process to memorialize the retirement of the bridge. He understands this bridge is older than every bridge in the Chicago area. He stated he has fond memories of the bridge, and believes the bridge provides a common thread of experience for generations of Hinsdale residents. He asked the Trustees if he could spearhead an effort to construct a memorial for the bridge using a piece of the old bridge. Trustee LaPlaca responded that this is something that was discussed during the process, but they never found anybody to take charge of this kind of effort. Staff has spoken to Kenny Construction, the engineer on the project, and they are indicating cooperation. She also talked to Director of Economic Development & Urban Design Tim Scott and he agreed to help put together an aesthetic component. She has always thought this would be a good idea and remarked that the exact location for the memorial could be determined later. President Cauley confirmed this would not delay the bridge construction.

VILLAGE PRESIDENT'S REPORT

President Cauley said that tonight is the last meeting for retiring Trustee Bill Haarlow. The re-elected Trustees and the new Trustee-elect will be sworn in and a new meeting will be convened with the new Board in place.
President Cauley said farewell to Trustee Haarlow and made note of his commitment and contribution to the Village and his fine character. Trustee Haarlow said goodbye and thanked the Board, staff and his family for supporting him during his service to the Village.

OATH OF OFFICE AND SEATING OF NEW AND RE-ELECTED BOARD MEMBERS

President Cauley administered the Oath of Office to re-elected Trustees Kim Angelo and Chris Elder and to newly elected Trustee Luke Stifflear.

Trustee Elder moved **to adjourn the meeting of May 5, 2015, sine die.** Trustee Haarlow seconded the motion.

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

Motion carried.

The regularly scheduled meeting of the Hinsdale Village Board of Trustees was reconvened by President Tom Cauley in Memorial Hall of the Memorial Building on Tuesday, May 5, 2015 at 7:55 p.m.

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

Absent: None

APPOINTMENTS TO BOARDS OR COMMISSIONS

President Cauley asked the Board for a motion to approve the appointment of Mr. Jim Krillenberger to the Plan Commission for a 1-year term to replace Luke Stifflear and to reappoint Mr. William Moucka to the Police Pension Board.
Trustee Hughes moved **to approve the appointments as recommended by the Village President.** Trustee LaPlaca seconded the motion.

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

Motion carried.

FIRST READINGS

Administration & Community Affairs (Chair Hughes)

Approve an Access Easement Agreement with Hinsdale Township High School District 86

President Cauley introduced the item stating that US Cellular, leases space at the high school property and on the water tower for their equipment. They have moved out, but have agreed to allow DuComm to use the space until their lease expires. Assistant Village Manager/Finance Director Darrell Langlois noted the annual rent from US Cellular was $25,000/per year. Fire Chief Rick Ronovsky confirmed that locating this equipment inside would be better and more secure than having it on a slab of concrete outside the tower.
The Board agreed to move this item to the Consent Agenda of their next meeting.

Environment & Public Services (Chair LaPlaca)

Award Bid #1584 for 2016, 36,220 G.V.W.R. Dump Truck, Plow, Salt Spreader with Pre-wetting System to Rush Truck Centers in the amount not to exceed $159,885

President Cauley explained this vehicle is primarily for snow removal and the expenditure was discussed by the Board with the Capital Improvement Plan (CIP).
The Board agreed to move this item to the Consent Agenda of their next meeting.

Award Bid #1582 for Tree Pruning to Trees R' Us in the amount not to exceed $64,000

Director of Public Services George Peluso explained this is a unit price contract, and includes the price for all three years, however $64,000 is the amount budgeted for this year. Public Services does not have the manpower to prune all the right-of-way trees, this contract provides assistance with 700 trees.
The Board agreed to move this item to the Consent Agenda of their next meeting.

Approve a Resolution for the Woodlands Phase 2 Project Construction Contract Change Order Number 1 in the Amount of $41,882 Deduction to John Neri Construction Company

President Cauley pointed out that this is an amount under budget.
The Board agreed to move this item to the Consent Agenda of their next meeting.

Approve a Three-year Agreement with Allied Waste for the Collection and Disposal of Solid Waste, Landscape Waste and Recyclable Materials

President Cauley introduced the item and noted the different kinds of waste services to residents which include the size of the can and the number of pickups per week. The Village is in the process of renewing their contract, which must be done by July 31st. He remarked there have been few complaints with this collection service. This is a three year contract with no fee increase the first year and a 2.5% increase in years two and three. The Village may terminate the contract in the third year if so desired. The price for garbage stickers will increase incrementally over the next three years. One of the reasons Hinsdale's rate is highe, is because we have back door service. Eliminating back door pick up would result in approximately $70.00/per year to the customer. He feels that residents like this service and recommends postponing this decision to the third year. Trustee Hughes agrees. Trustee Saigh commented that the rear door pickup, Village-wide, has probably seen its day, and noted the efficiencies of automated pickup in other communities.
Rich Van der Molen, from Republic Services explained that if pickup was curbside only, everything would be automated, as it currently is for Village recycling. If back door pickup was optional, they would run two crews, one for front door and a second truck for the back door people. Trustee Angelo commented on the aesthetic element of back door pick up.
The Board agreed to move this item to the Consent Agenda of their next meeting.

Approve Entering into a Multi-County Municipality Intergovernmental Agreement between the Village of Hinsdale and Metropolitan Water Reclamation District of Greater Chicago

Village Engineer Dan Deeter explained this is a technical issue because Hinsdale is located in DuPage and Cook County. As such, Hinsdale can choose which County's ordinance they want to use across the municipality. Mr. Deeter said we use the

DuPage ordinance and this agreement ensures DuPage standards for water management.
The Board agreed to move this item to the Consent Agenda of their next meeting.

Zoning & Public Safety (Chair Saigh)

Approval of an Ordinance Amending Section 9-1-4 (Permit Fees) of the Village Code of Hinsdale Relative to Various Building Permit Fees

President Cauley reported that some fees charged by Hinsdale are lower than they could be, for example a demolition fee in Hinsdale is $3,000. Other communities charge as much as $12,000. He noted there are real costs to the Village associated with putting up a new building, particularly the effect on streets.
Trustee LaPlaca agreed that Village roads are destroyed by these construction trucks.
Trustee Hughes said this topic feels like one that should be discussed at a Committee of the Whole, and he would also like to discuss the group of benchmark communities we use for comparisons. Trustee Saigh suggested other permit fees could be discussed, as well.
Village Manager Gargano will arrange a date for the Committee of the Whole.

Appoint Tressler LLP as Village Prosecutor and to direct the Village Manager to enter into an agreement with Tressler LLP to provide legal services

Our current Village Prosecuter, Linda Pieczynski will be retiring on June 1st. The firm being recommended as a replacement has three attorneys, will be a great firm for this service, and will charge a flat rate of $1,500 per month for court proceedings.
The Board agreed to move this item to the Consent Agenda of their next meeting.

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

Trustee Hughes moved **Approval and Payment of the Accounts Payable for the period of April 22, 2015 through May 5, 2015 in the aggregate amount of $696,984.97 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.** Trustee Elder seconded the motion.

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

Motion carried.

The following items were approved by omnibus vote:

a) 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 *(First Reading – April 21, 2015)*
b) Approval of Blanket Purchase Orders for FY 2015-16 totaling $615,300 and Waiving Competitive Bid Requirements where Applicable *(First Reading – April 21, 2015)*

Environment & Public Services (Chair LaPlaca)

c) Recommend Adoption of an Ordinance Authorizing the Vacation of a Certain Portion of an Unimproved Alley Situated West of and Adjoining 950-954 S. Madison Street at a Purchase Price of $34,000 *(First Reading – April 21, 2015)*

Zoning & Public Safety (Chair Saigh)

d) Approve an Ordinance Authorizing the Sale by Auction or Disposal of Personal Property owned by the Village of Hinsdale *(First Reading – April 21, 2015)*

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

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

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA

Zoning & Public Safety (Chair Saigh)

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 *(First Reading – April 21, 2015, Board Consensus)*

Trustee Saigh moved to **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.** Trustee LaPlaca seconded the motion.

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

Motion carried.

Environment & Public Services (Chair LaPlaca)

Approve entering into an Intergovernmental Agreement between County of DuPage, Illinois and the Village of Hinsdale for the Graue Mill Flood Control Project *(First Reading – April 21, 2015)*

A change to one of the provisions in the document was noted; the Village will only pay invoices to DuPage County, and only after we have received disbursement from the federal agency. Trustee LaPlaca moved to **Approve entering into an Intergovernmental Agreement between County of DuPage, Illinois and the Village of Hinsdale for the Graue Mill Flood Control Project.** Trustee Hughes seconded the motion.

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

Motion carried.

Approve entering into an Agreement between the Village of Hinsdale, Illinois and Graue Mill Homeowners Association, Inc. for the Graue Mill Flood Control Project *(First Reading – April 21, 2015)*

Changes to the document noted were flood protection and maintenance and the survivability, Graue Mill is responsible for post construction maintenance, the Village will assist with annual inspection of the components. Graue Mill will pay for the maintenance. The maintenance provisions survive the terms of the Intergovernmental Agreement. Trustee Elder moved to **Approve entering into an Agreement between the Village of Hinsdale, Illinois and Graue Mill Homeowners Association, Inc. for the Graue Mill Flood Control Project.** Trustee Hughes seconded the motion.
Trustee Saigh asked if this agreement would come up for periodic review; President Cauley said that would not be necessary because of the survivability clause. Trustee LaPlaca noted that if Graue Mill elected to use a different engineer than Burke, the Village would have to approve the change.

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

Motion carried.

DISCUSSION ITEMS

Parade Marshal Nomination

The Parks & Recreation Commission recommended Ms. Mindy McMahon, the current principal of Madison School, who is retiring after 29 years of service. The Board concurs with this nomination.

Oak Street Bridge Update – Engineering
Approved Hours of Construction

Mr. Peluso reported staff will be meeting with IDOT and Kenny Construction to review scheduling, insurance matters and other project details this Friday. Ms. Gargano said the bridge will close on May 19th. She reported that weekly updates will be provided to the Board, staff is working on signage and public information pieces. There will be an Open House on May 11th for questions and information. A press release is being prepared as is a Village-wide mailing piece. Notice will also be given in the water bills.
The Lincoln Street project will be completed on May 14th. Mr. Peluso provided some additional information about the complexity of the project because of the utilities in the area. Trustee LaPlaca commended staff on their hard work getting all the pieces in line, and daily information to her. Ms. Gargano and Ms. Ostrovsky have prepared newsletters and brochures that have been very informative.
Ms. Gargano noted work will take place on the bridge from 7:00 a.m. to 8:00 p.m. Monday through Friday and from 8:00 a.m. to 4:00 p.m. on Saturday, but will not be allowed on holidays. She explained the piling required for this job will be extremely loud, but this work will be restricted to week days only. When it happens is determined by the contractor, but hopefully will take place in July; staff is working with hospital as best as possible.

Capital Improvement Plan (CIP) Items – Parks & Recreation

It was noted that the anticipated CIP expenditure regarding the Fire Department replacement of garage doors will take place now because one of the motors has given out. The motor replacement cost is $2,112.

Ms. Gargano outlined the various items included in the Parks & Recreation CIP which include multiple tennis court resurfacing projects. President Cauley mentioned a 2005 agreement with District 86, a quid pro quo arrangement for facility usage. Director of Parks & Recreation Gina Hassett added the Village does not use their facilities very much, but that the District 86 uses our tennis courts extensively. She stated she is meeting with the school to determine a price point for the usage and possible cost sharing for the maintenance of the courts.
Other items included in the CIP are the picnic shelter at Burns Field, field lighting replacement, Art Center building improvements and parking lot resurfacing.
She said the Peirce Park playground equipment was replaced this year, and residents asked that the shelter located there be removed. She said the footings still exist, and it can be rebuilt if residents change their minds. With respect to the tot park improvements at the Community House, this will be discussed with them before proceeding. A for-profit preschool uses the park and the Village will look to them to help pay for this maintenance.
The CIP includes replacing skate park equipment in the future, the Veeck Park walking path, replacing the platform tennis walkway in 2016-17, replacement of banquet chairs and carpeting at KLM.
Ms. Hassett addressed Community Pool expenses. She said Swim Club will contribute $6,500 to the replacement of lane lines. She noted that pool maintenance

items would be re-evaluated as they come up, and whether or not they can be postponed. She noted that a community survey regarding the pool could indicate that some amenities aren't desirable, and can be re-evaluated based on this feedback.
Trustee Hughes suggested the improvements to KLM be done right away. Make the facility nicer so it can be more attractive to renters and generate revenue. Trustee LaPlaca reminded the Board that the installation of a Veeck Park walking path was estimated at $54,000, and for now this is a non-starter.

DEPARTMENT AND STAFF REPORTS

a) Treasurer's Report
Mr. Langlois reported on the status of the water meter project; they are 38% complete through the end of April with 2,200 new meter installations and are ahead of schedule. With respect to the IMET fund, there has been a second distribution of $2,000 toward the Village's $64,000 loss. He noted that our exposure was much lower than others.
b) Community Development
c) Parks & Recreation
d) Economic Development
e) Information Technology

The Board had no additional questions about the department and staff reports.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

None.

OTHER BUSINESS

None.

NEW BUSINESS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

None.

ADJOURNMENT

There being no further business before the Board, President Cauley asked for a motion to adjourn. Trustee Elder **moved to adjourn the meeting of the Hinsdale Village Board of Trustees of May 5, 2015.** Trustee Hughes seconded the motion.

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

Motion carried.

Meeting adjourned at 9:04 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

DATE May 19, 2015

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

On April 30th each year various terms on Village Boards and Commissions expire. To date, the following individuals have agreed to serve as follows:

Economic Development Commission
Mr. Craig Chapello reappointed to a 3-year term through April 30, 2018

Firefighter's Pension Board
Mr. Larry Emmons reappointed to a 3-year term through April 30, 2018

Finance Commission
Mr. Adam Waldo reappointed to a 3-year term as Chair through April 30, 2018
Mr. Ed Tobia reappointed to a 3-year term through April 30, 2018

Motion: To approve the list of appointments to the Boards and Commissions as recommended by the Village President.

STAFF APPROVALS

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

COMMITTEE ACTION:

BOARD ACTION:

DATE: May 19, 2015

8a

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading-ACA	**ORIGINATING DEPARTMENT** Administration
ITEM Approval of an Ordinance Amending Title 13 (Telecommunications) Chapter 5 (Cable Communications) Section 53 (Consumer Protection and Customer Service Provisions) of the Village Code of Hinsdale Relative to Cable and Video Customer Service Obligations	Darrell Langlois, Assistant **APPROVAL** Village Manager/ Finance Director

Later on the agenda for this meeting, the Village Board will be considering a successor franchise agreement with Comcast for cable and video services in the Village. Before considering this item, the Village Attorney recommends that the Village consider updating Section 13-5-53 of the Village Code regarding Cable TV Consumer Protection and Customer Service Provisions.

The current Village Code section was enacted in 2000 in conjunction with the current franchise agreement. Since 2000, there have been changes in state law that go well beyond the standards in the Village Code in the area of customer service standards by cable television providers. The proposed ordinance will replace the current Village Code language with language adopting by reference the State of Illinois Cable and Video Customer Protection Law, 220 ILCS 5/22-501. A background memorandum from the Village Attorney and a copy of the statute is attached for reference. Village staff recommends approval of the new provisions.

The drafting of the franchise agreement that will be considered later on the agenda is based on the assumption that the Village will approve this ordinance.

Motion: To Approve an Ordinance Amending Title 13 (Telecommunications) Chapter 5 (Cable Communications) Section 53 (Consumer Protection and Customer Service Provisions) of the Village Code of Hinsdale Relative to Cable and Video Customer Service Obligations

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

COMMITTEE ACTION:

BOARD ACTION:

KTJ

KLEIN, THORPE & JENKINS, LTD.
Attorneys at Law

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

mtjurusik@ktjlaw.com
DD 312-984-6432

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

www.ktjlaw.com

MEMORANDUM

TO: **Darrell Langlois, Assistant Village Manager, Village of Hinsdale**
FROM: **Gregory T. Smith**
DATE: **May 12, 2015**
RE: **Cable and Video Customer Service Obligations**

The Illinois Cable and Video Customer Protection Law, 220 ILCS 5/22-501, *et seq.* (the "Law") requires cable or video providers, such as AT&T and Comcast, to follow the customer service standards in the Law. A copy of the Law is enclosed. If the cable or video providers fail to do so, the Village may enforce the customer service standards. The enclosed ordinance incorporates the Law, and allows the Village to enforce the customer service standards.

The Law requires cable and video providers to meet the following customer service standards, among others:

1. **Identification.** "All service representatives or any other person who contacts customers or potential customers on behalf of the cable or video provider shall have a visible identification card with their name and photograph and shall orally identify themselves upon first contact with the customer." 220 ILCS 5/22-501(b)(2).

2. **Cost Estimates.** "Service representatives or any other person who contacts customers or potential customers on behalf of the cable or video provider shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, shall provide the customer with an oral statement of the total charges before terminating the telephone call or other contact in which a service is ordered, whether in-person or over the Internet, and shall provide a written statement of the total charges before leaving the location at which the work was performed." 220 ILCS 5/22-501(b)(4).

3. **Notice of Price Increases.** "Cable or video providers shall provide customers a minimum of 30 days' written notice before increasing rates or eliminating transmission of programming and shall submit the notice of any rate increase to the Village in advance of distribution to customers." 220 ILCS 5/22-501(b)(5).

4. **Visual and Audio Quality.** "Cable or video providers shall provide clear visual and audio reception that meets or exceeds applicable Federal Communications Commission technical standards. If a customer experiences poor video or audio reception due to the equipment of the cable or video provider, the cable or video provider shall promptly repair the problem at its own expense." 220 ILCS 5/22-501(b)(6).

5. **Bills.** Bills must be accurate and understandable, payments must be posted promptly, service may only be terminated after fifteen (15) days of notice, and so on. 220 ILCS 5/22-501(c).

6. **Response to Customer Inquiries.** "Trained, knowledgeable, qualified service representatives of the cable or video providers will be available to respond to customer telephone inquiries during normal business hours." 220 ILCS 5/22-501(d)(1).

7. **Unsafe Conditions.** "If the cable or video provider receives notice that an unsafe condition exists with respect to its equipment, it shall investigate such condition immediately and shall take such measures as are necessary to remove or eliminate the unsafe condition. The cable or video provider shall inform the local unit of government promptly, but no later than 2 hours after it receives notification of an unsafe condition that it has not remedied." 220 ILCS 5/22-501(d)(4).

8. **Telephone Response Time.** "Under normal operating conditions, telephone answer time by the cable or video provider's customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than 90% of the time under normal operating conditions, measured on a quarterly basis." 220 ILCS 5/22-501(d)(5).

9. **Installation, Outages and Service Calls.** At least ninety five percent (95%) of the time on a quarterly basis:

    a. "Standard installations will be performed within 7 business days after an order has been placed." 220 ILCS 5/22-501(e)(1).

    b. "Excluding conditions beyond the control of the cable or video providers, the cable or video providers will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption is reported by the customer or otherwise becomes known to the cable or video providers." 220 ILCS 5/22-501(e)(2).

    c. "Cable or video providers may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment." 220 ILCS 5/22-501(e)(4).

The Law creates an enforcement mechanism which the Village may undertake, as follows:

1. **Monetary Penalties.** The Village "may, by ordinance, provide a schedule of penalties for any material breach of this Section by cable or video providers in addition to the penalties provided herein. No monetary penalties shall be assessed for a material breach if it is out of the reasonable control of the cable or video providers or its affiliate. Monetary penalties adopted in an ordinance pursuant to this Section shall apply on a competitively neutral basis to all providers of cable service or video service within the" Village's jurisdiction. 220 ILCS 5/22-501(r)(1). The enclosed ordinance provides for the schedule of penalties referred to in the Law.

2. **Material Breach.** "For purposes of this Section, 'material breach' means any substantial failure of a cable or video service provider to comply with service quality and other standards specified in any provision of this Act. The Attorney General or the local unit of government shall give the cable or video provider written notice of any alleged material breaches of this Act and allow such provider at least 30 days from receipt of the notice to remedy the specified material breach." 220 ILCS 5/22-501(r)(2).

Please contact me if I can be of further assistance.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 13 (TELECOMMUNICATIONS) CHAPTER 5 (CABLE COMMUNICATIONS) SECTION 53 (CONSUMER PROTECTION AND CUSTOMER SERVICE PROVISIONS) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO CABLE AND VIDEO CUSTOMER SERVICE OBLIGATIONS

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

SECTION 1: Section 53, entitled "Consumer Protection and Customer Service Provisions", of Chapter 5, entitled "Cable Communications," of Title 13, entitled "Telecommunications," of the Village Code of Hinsdale, is hereby amended to read in its entirety as follows:

"SECTION 13-5-53: CONSUMER PROTECTION AND CUSTOMER SERVICE PROVISIONS:

A. Adoption: The regulations of the Cable and Video Customer Protection Law, 220 ILCS 5/22-501, as amended, including the definitions therein, are hereby adopted by reference and made applicable to the cable or video providers offering services within the Village's boundaries.

B. Amendments: Any amendment to the Cable and Video Customer Protection Law that becomes effective after the effective date of this Section shall be incorporated into this Section by reference and shall be applicable to cable or video providers offering services within the Village boundaries. However, any amendment that makes its provisions optional for adoption by municipalities shall not be incorporated into this Section by reference without formal action by the Corporate Authorities of the Village.

C. Enforcement: The Village does hereby, pursuant to law, declare its intent to enforce all of the customer service and privacy protection standards of the Cable and Video Protection Law with respect to complaints received from residents within the Village.

D. Penalties: The Village, pursuant to 220 ILCS 5/22-501(r)(1), does hereby provide for a schedule of penalties for any material breach of the Cable And Video Protection Law by cable or video providers in addition to the penalties provided in the law. The monetary penalties shall apply on a competitively neutral basis and shall not exceed Seven Hundred Fifty and No/100 dollars ($750.00) for each day of the material breach, and shall not exceed Twenty-Five Thousand and No/100 dollars ($25,000.00) for each occurrence of a material breach per customer. In this regard:

1. Material breach means any substantial failure of a cable or video provider to comply with service quality and other standards specified in any provision of the law.

2. The Village shall give the cable or video provider written notice of any alleged material breaches of the law and allow such provider at least thirty (30) days from the receipt of the notice to remedy the specified material breach.

3. A material breach, for the purposes of assuming penalties, shall be deemed to occur for each day that a material breach has not been remedied by the cable or video service provider after receipt of the notice as provided for in Subsection 13-5-53(D)(2) above.

E. Customer Credits: The Village hereby adopts the schedule of customer credits for violations as set forth in the Cable and Video Customer Protection Law. Those credits shall be as provided for in the provisions of 220 ILCS 5/22-501(s) and applied on the statement issued to the customer for the next billing cycle following the violation or following the discovery of the violation. The cable or video provider is responsible for providing the credits and the customer is under no obligation to request the credit."

SECTION 2: 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 3: Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED this _____ day of _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2015, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

This Ordinance was published by me in pamphlet form on the _____ day of _____, 2015.

_____
Christine M. Bruton, Village Clerk

Illinois Compiled Statutes

Back to Article Listing Public Acts Search Guide Disclaimer Printer-Friendly Version

Information maintained by the Legislative Reference Bureau
Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as Public Acts soon after they become law. For information concerning the relationship between statutes and Public Acts, refer to the Guide.

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

UTILITIES
(220 ILCS 5/) Public Utilities Act.

(220 ILCS 5/Art. XXII heading)
ARTICLE XXII. CABLE AND VIDEO CUSTOMER PROTECTION LAW
(Source: P.A. 95-9, eff. 6-30-07; 95-876, eff. 8-21-08.)

(220 ILCS 5/22-501)
Sec. 22-501. Customer service and privacy protection. All cable or video providers in this State shall comply with the following customer service requirements and privacy protections. The provisions of this Act shall not apply to an incumbent cable operator prior to January 1, 2008. For purposes of this paragraph, an incumbent cable operator means a person or entity that provided cable services in a particular area under a franchise agreement with a local unit of government pursuant to Section 11-42-11 of the Illinois Municipal Code or Section 5-1095 of the Counties Code on January 1, 2007. A master antenna television, satellite master antenna television, direct broadcast satellite, multipoint distribution service, and other provider of video programming shall only be subject to the provisions of this Article to the extent permitted by federal law.

The following definitions apply to the terms used in this Article:

"Basic cable or video service" means any service offering or tier that includes the retransmission of local television broadcast signals.

"Cable or video provider" means any person or entity providing cable service or video service pursuant to authorization under (i) the Cable and Video Competition Law of 2007; (ii) Section 11-42-11 of the Illinois Municipal Code; (iii) Section 5-1095 of the Counties Code; or (iv) a master antenna television, satellite master antenna television, direct broadcast satellite, multipoint distribution services, and other providers of video programming, whatever their technology. A cable or video provider shall not include a landlord providing only broadcast video programming to a single-family home or other residential dwelling consisting of 4 units or less.

"Franchise" has the same meaning as found in 47 U.S.C. 522

(9).

"Local unit of government" means a city, village, incorporated town, or a county.

"Normal business hours" means those hours during which most similar businesses in the geographic area of the local unit of government are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week or some weekend hours.

"Normal operating conditions" means those service conditions that are within the control of cable or video providers. Those conditions that are not within the control of cable or video providers include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of cable or video providers include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable service or video service network.

"Service interruption" means the loss of picture or sound on one or more cable service or video service on one or more cable or video channels.

"Service line drop" means the point of connection between a premises and the cable or video network that enables the premises to receive cable service or video service.

(a) General customer service standards:

(1) Cable or video providers shall establish general standards related to customer service, which shall include, but not be limited to, installation, disconnection, service and repair obligations; appointment hours and employee ID requirements; customer service telephone numbers and hours; procedures for billing, charges, deposits, refunds, and credits; procedures for termination of service; notice of deletion of programming service; changes related to transmission of programming; changes or increases in rates; the use and availability of parental control or lock-out devices; the use and availability of an A/B switch if applicable; complaint procedures and procedures for bill dispute resolution; a description of the rights and remedies available to consumers if the cable or video provider does not materially meet its customer service standards; and special services for customers with visual, hearing, or mobility disabilities.

(2) Cable or video providers' rates for each level of service, rules, regulations, and policies related to its cable service or video service described in paragraph (1) of this subsection (a) must be made available to the public and displayed clearly and conspicuously on the cable or video provider's site on the Internet. If a promotional price or a price for a specified period of time is offered, the cable or video provider shall display the price at the end of the promotional period or specified period of time clearly and conspicuously with the display of the promotional price or price for a specified period of time. The cable or video provider shall provide this information upon request.

(3) Cable or video providers shall provide notice concerning their general customer service standards to all customers. This notice shall be offered when service is first activated and upon request thereafter. The information in the notice shall also be available on the cable or video providers' websites and shall include all of the information specified in paragraph (1) of this subsection (a), as well as the following: a listing of services offered by the cable or video providers, which

shall clearly describe programming for all services and all levels of service; the rates for all services and levels of service; a telephone number through which customers may subscribe to, change, or terminate service, request customer service, or seek general or billing information; instructions on the use of the cable or video services; and a description of rights and remedies that the cable or video providers shall make available to their customers if they do not materially meet the general customer service standards described in this Act.

(b) General customer service obligations:

(1) Cable or video providers shall render reasonably efficient service, promptly make repairs, and interrupt service only as necessary and for good cause, during periods of minimum use of the system and for no more than 24 hours.

(2) All service representatives or any other person who contacts customers or potential customers on behalf of the cable or video provider shall have a visible identification card with their name and photograph and shall orally identify themselves upon first contact with the customer. Customer service representatives shall orally identify themselves to callers immediately following the greeting during each telephone contact with the public.

(3) The cable or video providers shall: (i) maintain a customer service facility within the boundaries of a local unit of government staffed by customer service representatives that have the capacity to accept payment, adjust bills, and respond to repair, installation, reconnection, disconnection, or other service calls and distribute or receive converter boxes, remote control units, digital stereo units, or other equipment related to the provision of cable or video service; (ii) provide customers with bill payment facilities through retail, financial, or other commercial institutions located within the boundaries of a local unit of government; (iii) provide an address, toll-free telephone number or electronic address to accept bill payments and correspondence and provide secure collection boxes for the receipt of bill payments and the return of equipment, provided that if a cable or video provider provides secure collection boxes, it shall provide a printed receipt when items are deposited; or (iv) provide an address, toll-free telephone number, or electronic address to accept bill payments and correspondence and provide a method for customers to return equipment to the cable or video provider at no cost to the customer.

(4) In each contact with a customer, the service representatives or any other person who contacts customers or potential customers on behalf of the cable or video provider shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, shall provide the customer with an oral statement of the total charges before terminating the telephone call or other contact in which a service is ordered, whether in-person or over the Internet, and shall provide a written statement of the total charges before leaving the location at which the work was performed. In the event that the cost of service is a promotional price or is for a limited period of time, the cost of service at the end of the promotion or limited period of time shall be disclosed.

(5) Cable or video providers shall provide customers a minimum of 30 days' written notice before increasing rates or eliminating transmission of programming and shall submit the notice of any rate

increase to the local unit of government in advance of distribution to customers, provided that the cable or video provider is not in violation of this provision if the elimination of transmission of programming was outside the control of the provider, in which case the provider shall use reasonable efforts to provide as much notice as possible, and any rate decrease related to the elimination of transmission of programming shall be applied to the date of the change.

(6) Cable or video providers shall provide clear visual and audio reception that meets or exceeds applicable Federal Communications Commission technical standards. If a customer experiences poor video or audio reception due to the equipment of the cable or video provider, the cable or video provider shall promptly repair the problem at its own expense.

(c) Bills, payment, and termination:

(1) Cable or video providers shall render monthly bills that are clear, accurate, and understandable.

(2) Every residential customer who pays bills directly to the cable or video provider shall have at least 28 days from the date of the bill to pay the listed charges.

(3) Customer payments shall be posted promptly. When the payment is sent by United States mail, payment is considered paid on the date it is postmarked.

(4) Cable or video providers may not terminate residential service for nonpayment of a bill unless the cable or video provider furnishes notice of the delinquency and impending termination at least 15 days prior to the proposed termination. Notice of proposed termination shall be mailed, postage prepaid, to the customer to whom service is billed. Notice of proposed termination shall not be mailed until the 24th day after the date of the bill for services. Notice of delinquency and impending termination may be part of a billing statement only if the notice is designed to be conspicuous. The cable or video providers may not assess a late fee prior to the 24th day after the date of the bill for service.

(5) Every notice of impending termination shall include all of the following: the name and address of customer; the amount of the delinquency; the date on which payment is required to avoid termination; and the telephone number of the cable or video provider's service representative to make payment arrangements and to provide additional information about the charges for failure to return equipment and for reconnection, if any.

(6) Service may only be terminated on days when the customer is able to reach a service representative of the cable or video providers, either in person or by telephone.

(7) Any service terminated by a cable or video provider without good cause shall be restored without any reconnection fee, charge, or penalty; good cause for termination includes, but is not limited to, failure to pay a bill by the date specified in the notice of impending termination, payment by check for which there are insufficient funds, theft of service, abuse of equipment or personnel, or other similar subscriber actions.

(8) Cable or video providers shall cease charging a customer for any or all services within one business day after it receives a request to immediately terminate service or on the day requested by the customer if such a date is at least 5 days from the date requested by the customer. Nothing in this subsection (c) shall prohibit

the provider from billing for charges that the customer incurs prior to the date of termination. Cable or video providers shall issue a credit no later than the customer's next billing cycle following the determination that a credit is warranted. Cable or video providers shall issue a refund or return a deposit promptly, but not later than either the customer's next billing cycle following resolution of the request or 30 days, whichever is earlier, or the return of equipment, if any, whichever is later.

(9) The customers or subscribers of a cable or video provider shall be allowed to disconnect their service at any time within the first 30 days after subscribing to or upgrading the service. Within this 30-day period, cable or video providers shall not charge or impose any fees or penalties on the customer for disconnecting service, including, but not limited to, any installation charge or the imposition of an early termination charge, except the cable or video provider may impose a charge or fee to offset any rebates or credits received by the customer and may impose monthly service or maintenance charges, including pay-per-view and premium services charges, during such 30-day period.

(d) Response to customer inquiries:

(1) Cable or video providers will maintain a toll-free telephone access line that is available to customers 24 hours a day, 7 days a week to accept calls regarding installation, termination, service, and complaints. Trained, knowledgeable, qualified service representatives of the cable or video providers will be available to respond to customer telephone inquiries during normal business hours. Customer service representatives shall be able to provide credit, waive fees, schedule appointments, and change billing cycles. Any difficulties that cannot be resolved by the customer service representatives shall be referred to a supervisor who shall make his or her best efforts to resolve the issue immediately. If the supervisor does not resolve the issue to the customer's satisfaction, the customer shall be informed of the cable or video provider's complaint procedures and procedures for billing dispute resolution and given a description of the rights and remedies available to customers to enforce the terms of this Article, including the customer's rights to have the complaint reviewed by the local unit of government, to request mediation, and to review in a court of competent jurisdiction.

(2) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received by telephone or e-mail after normal business hours shall be responded to by a trained service representative on the next business day. The cable or video provider shall respond to a written billing inquiry within 10 days of receipt of the inquiry.

(3) Cable or video providers shall provide customers seeking non-standard installations with a total installation cost estimate and an estimated date of completion. The actual charge to the customer shall not exceed the estimated cost without the written consent of the customer.

(4) If the cable or video provider receives notice that an unsafe condition exists with respect to its equipment, it shall investigate such condition immediately and shall take such measures as are necessary to remove or eliminate the unsafe condition. The cable or video provider shall inform the local unit of government

promptly, but no later than 2 hours after it receives notification of an unsafe condition that it has not remedied.

(5) Under normal operating conditions, telephone answer time by the cable or video provider's customer representative, including wait time, shall not exceed 30 seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed 30 seconds. These standards shall be met no less than 90% of the time under normal operating conditions, measured on a quarterly basis. The cable or video provider shall not be required to acquire equipment or perform surveys to measure compliance with these telephone answering standards unless an historical record of complaints indicates a clear failure to comply.

(6) Under normal operating conditions, the cable or video provider's customers will receive a busy signal less than 3% of the time.

(e) Under normal operating conditions, each of the following standards related to installations, outages, and service calls will be met no less than 95% of the time measured on a quarterly basis:

(1) Standard installations will be performed within 7 business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(2) Excluding conditions beyond the control of the cable or video providers, the cable or video providers will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption is reported by the customer or otherwise becomes known to the cable or video providers. Cable or video providers must begin actions to correct other service problems the next business day after notification of the service problem and correct the problem.

(3) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at a maximum, a 4-hour time block during evening, weekend, and normal business hours. The cable or video provider may schedule service calls and other installation activities outside of these hours for the express convenience of the customer.

(4) Cable or video providers may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If the cable or video provider's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer, even if the rescheduled appointment is not within normal business hours.

(f) Public benefit obligation:

(1) All cable or video providers offering service pursuant to the Cable and Video Competition Law of 2007, the Illinois Municipal Code, or the Counties Code shall provide a free service line drop and free basic service to all current and future public buildings within their footprint, including, but not limited to, all local unit of government buildings, public libraries, and public primary and secondary schools, whether owned or leased by that local unit of government ("eligible buildings"). Such service shall be used in a manner consistent with the government purpose for the eligible building and shall not be resold.

(2) This obligation only applies to those cable or

video service providers whose cable service or video service systems pass eligible buildings and its cable or video service is generally available to residential subscribers in the same local unit of government in which the eligible building is located. The burden of providing such service at each eligible building shall be shared by all cable and video providers whose systems pass the eligible buildings in an equitable and competitively neutral manner, and nothing herein shall require duplicative installations by more than one cable or video provider at each eligible building. Cable or video providers operating in a local unit of government shall meet as necessary and determine who will provide service to eligible buildings under this subsection (f). If the cable or video providers are unable to reach an agreement, they shall meet with the local unit of government, which shall determine which cable or video providers will serve each eligible building. The local unit of government shall bear the costs of any inside wiring or video equipment costs not ordinarily provided as part of the cable or video provider's basic offering.

(g) After the cable or video providers have offered service for one year, the cable or video providers shall make an annual report to the Commission, to the local unit of government, and to the Attorney General that it is meeting the standards specified in this Article, identifying the number of complaints it received over the prior year in the State and specifying the number of complaints related to each of the following: (1) billing, charges, refunds, and credits; (2) installation or termination of service; (3) quality of service and repair; (4) programming; and (5) miscellaneous complaints that do not fall within these categories.

(h) To the extent consistent with federal law, cable or video providers shall offer the lowest-cost basic cable or video service as a stand-alone service to residential customers at reasonable rates. Cable or video providers shall not require the subscription to any service other than the lowest-cost basic service or to any telecommunications or information service, as a condition of access to cable or video service, including programming offered on a per channel or per program basis. Cable or video providers shall not discriminate between subscribers to the lowest-cost basic service, subscribers to other cable services or video services, and other subscribers with regard to the rates charged for cable or video programming offered on a per channel or per program basis.

(i) To the extent consistent with federal law, cable or video providers shall ensure that charges for changes in the subscriber's selection of services or equipment shall be based on the cost of such change and shall not exceed nominal amounts when the system's configuration permits changes in service tier selection to be effected solely by coded entry on a computer terminal or by other similarly simple method.

(j) To the extent consistent with federal law, cable or video providers shall have a rate structure for the provision of cable or video service that is uniform throughout the area within the boundaries of the local unit of government. This subsection (j) is not intended to prohibit bulk discounts to multiple dwelling units or to prohibit reasonable discounts to senior citizens or other economically disadvantaged groups.

(k) To the extent consistent with federal law, cable or video providers shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested or affirmatively agreed to by name. For purposes of this subsection (k), a subscriber's failure to refuse a cable or video provider's proposal to provide service or equipment shall not be deemed to be an affirmative request for such

service or equipment.

(l) No contract or service agreement containing an early termination clause offering residential cable or video services or any bundle including such services shall be for a term longer than 2 years. Any contract or service offering with a term of service that contains an early termination fee shall limit the early termination fee to not more than the value of any additional goods or services provided with the cable or video services, the amount of the discount reflected in the price for cable services or video services for the period during which the consumer benefited from the discount, or a declining fee based on the remainder of the contract term.

(m) Cable or video providers shall not discriminate in the provision of services for the hearing and visually impaired, and shall comply with the accessibility requirements of 47 U.S.C. 613. Cable or video providers shall deliver and pick-up or provide customers with pre-paid shipping and packaging for the return of converters and other necessary equipment at the home of customers with disabilities. Cable or video providers shall provide free use of a converter or remote control unit to mobility impaired customers.

(n)(1) To the extent consistent with federal law, cable or video providers shall comply with the provisions of 47 U.S.C. 532(h) and (j). The cable or video providers shall not exercise any editorial control over any video programming provided pursuant to this Section, or in any other way consider the content of such programming, except that a cable or video provider may refuse to transmit any leased access program or portion of a leased access program that contains obscenity, indecency, or nudity and may consider such content to the minimum extent necessary to establish a reasonable price for the commercial use of designated channel capacity by an unaffiliated person. This subsection (n) shall permit cable or video providers to enforce prospectively a written and published policy of prohibiting programming that the cable or video provider reasonably believes describes or depicts sexual or excretory activities or organs in a patently offensive manner as measured by contemporary community standards.

(2) Upon customer request, the cable or video provider shall, without charge, fully scramble or otherwise fully block the audio and video programming of each channel carrying such programming so that a person who is not a subscriber does not receive the channel or programming.

(3) In providing sexually explicit adult programming or other programming that is indecent on any channel of its service primarily dedicated to sexually oriented programming, the cable or video provider shall fully scramble or otherwise fully block the video and audio portion of such channel so that a person who is not a subscriber to such channel or programming does not receive it.

(4) Scramble means to rearrange the content of the signal of the programming so that the programming cannot be viewed or heard in an understandable manner.

(o) Cable or video providers will maintain a listing, specific to the level of street address, of the areas where its cable or video services are available. Customers who inquire about purchasing cable or video service shall be informed about whether the cable or video provider's cable or video services are currently available to them at their specific location.

(p) Cable or video providers shall not disclose the name, address, telephone number or other personally identifying information of a cable service or video service customer to be used in mailing lists or to be used for other commercial

purposes not reasonably related to the conduct of its business unless the cable or video provider has provided to the customer a notice, separately or included in any other customer service notice, that clearly and conspicuously describes the customer's ability to prohibit the disclosure. Cable or video providers shall provide an address and telephone number for a customer to use without a toll charge to prevent disclosure of the customer's name and address in mailing lists or for other commercial purposes not reasonably related to the conduct of its business to other businesses or affiliates of the cable or video provider. Cable or video providers shall comply with the consumer privacy requirements of Section 26-4.5 of the Criminal Code of 2012, the Restricted Call Registry Act, and 47 U.S.C. 551 that are in effect as of June 30, 2007 (the effective date of Public Act 95-9) and as amended thereafter.

(q) Cable or video providers shall implement an informal process for handling inquiries from local units of government and customers concerning billing issues, service issues, privacy concerns, and other consumer complaints. In the event that an issue is not resolved through this informal process, a local unit of government or the customer may request nonbinding mediation with the cable or video provider, with each party to bear its own costs of such mediation. Selection of the mediator will be by mutual agreement, and preference will be given to mediation services that do not charge the consumer for their services. In the event that the informal process does not produce a satisfactory result to the customer or the local unit of government, enforcement may be pursued as provided in subdivision (4) of subsection (r) of this Section.

(r) The Attorney General and the local unit of government may enforce all of the customer service and privacy protection standards of this Section with respect to complaints received from residents within the local unit of government's jurisdiction, but it may not adopt or seek to enforce any additional or different customer service or performance standards under any other authority or provision of law.

(1) The local unit of government may, by ordinance, provide a schedule of penalties for any material breach of this Section by cable or video providers in addition to the penalties provided herein. No monetary penalties shall be assessed for a material breach if it is out of the reasonable control of the cable or video providers or its affiliate. Monetary penalties adopted in an ordinance pursuant to this Section shall apply on a competitively neutral basis to all providers of cable service or video service within the local unit of government's jurisdiction. In no event shall the penalties imposed under this subsection (r) exceed $750 for each day of the material breach, and these penalties shall not exceed $25,000 for each occurrence of a material breach per customer.

(2) For purposes of this Section, "material breach" means any substantial failure of a cable or video service provider to comply with service quality and other standards specified in any provision of this Act. The Attorney General or the local unit of government shall give the cable or video provider written notice of any alleged material breaches of this Act and allow such provider at least 30 days from receipt of the notice to remedy the specified material breach.

(3) A material breach, for the purposes of assessing penalties, shall be deemed to have occurred for each day that a material breach has not been remedied by the cable service or video service provider after the expiration of the period specified in subdivision (2) of this subsection

(r) in each local unit of government's jurisdiction, irrespective of the number of customers affected.

(4) Any customer, the Attorney General, or a local unit of government may pursue alleged violations of this Act by the cable or video provider in a court of competent jurisdiction. A cable or video provider may seek judicial review of a decision of a local unit of government imposing penalties in a court of competent jurisdiction. No local unit of government shall be subject to suit for damages or other relief based upon its action in connection with its enforcement or review of any of the terms, conditions, and rights contained in this Act except a court may require the return of any penalty it finds was not properly assessed or imposed.

(s) Cable or video providers shall credit customers for violations in the amounts stated herein. The credits shall be applied on the statement issued to the customer for the next monthly billing cycle following the violation or following the discovery of the violation. Cable or video providers are responsible for providing the credits described herein and the customer is under no obligation to request the credit. If the customer is no longer taking service from the cable or video provider, the credit amount will be refunded to the customer by check within 30 days of the termination of service. A local unit of government may, by ordinance, adopt a schedule of credits payable directly to customers for breach of the customer service standards and obligations contained in this Article, provided the schedule of customer credits applies on a competitively neutral basis to all providers of cable service or video service in the local unit of government's jurisdiction and the credits are not greater than the credits provided in this Section.

(1) Failure to keep an appointment or to notify the customer prior to the close of business on the business day prior to the scheduled appointment: $25.00.

(2) Violation of customer service and billing standards in subsections (c) and (d) of this Section: $25.00 per occurrence.

(3) Violation of the bundling rules in subsection (h) of this Section: $25.00 per month.

(t) The enforcement powers granted to the Attorney General in Article XXI of this Act shall apply to this Article, except that the Attorney General may not seek penalties for violation of this Article other than in the amounts specified herein. Nothing in this Section shall limit or affect the powers of the Attorney General to enforce the provisions of Article XXI of this Act or the Consumer Fraud and Deceptive Business Practices Act.

(u) This Article applies to all cable and video providers in the State, including but not limited to those operating under a local franchise as that term is used in 47 U.S.C. 522 (9), those operating under authorization pursuant to Section 11-42-11 of the Illinois Municipal Code, those operating under authorization pursuant to Section 5-1095 of the Counties Code, and those operating under a State-issued authorization pursuant to Article XXI of this Act.

(Source: P.A. 97-1108, eff. 1-1-13; 97-1150, eff. 1-25-13; 98-45, eff. 6-28-13.)

(220 ILCS 5/22-502)

Sec. 22-502. The provisions of this Article are a limitation of home rule powers under subsection (h) of Section 6 of Article VII of the Illinois Constitution.

(Source: P.A. 95-9, eff. 6-30-07; 95-876, eff. 8-21-08.)

(220 ILCS 5/22-503)

Sec. 22-503. The provisions of this Article are severable

under Section 1.31 of the Statute on Statutes.
(Source: P.A. 95-9, eff. 6-30-07; 95-876, eff. 8-21-08.)

Top

Home | Legislation & Laws | House | Senate | My Legislation | Disclaimers | Email

This site is maintained for the Illinois General Assembly by the
Legislative Information System, 705 Stratton Building, Springfield, Illinois 62706
217-782-3944 217-782-2050 (TTY)

DATE: May 19, 2015

86

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading-ACA	**ORIGINATING DEPARTMENT** Administration
ITEM Approval of a Resolution Approving a Cable Television Franchise Agreement with Comcast of Illinois VI, LLC	Darrell Langlois, Assistant **APPROVAL** Village Manager/ Finance Director

In 2000, the Village of Hinsdale entered into a franchise agreement with AT&T/Media One of Northern Illinois that allowed them access to place cable television equipment in the Village right-of way. Through subsequent ownership transfers, the rights of the franchise agreement are now held by Comcast. In order to create efficiencies in the cost of the negotiating process, for the 2000 agreement the Villages of Hinsdale, Burr Ridge, Willowbrook, and Clarendon Hills jointly hired an attorney to negotiate with AT&T/Media One that resulted in the existing fifteen year franchise agreement, which is scheduled to expire in June 2015. In preparation for entering into a successor agreement, we have been working with these same four communities and are jointly sharing the cost and using the services of Village Attorney Klein, Thorpe, and Jenkins to negotiate a new franchise agreement.

At the time the current franchise agreement was negotiated, the Village had a great deal of latitude in negotiating contract terms including economics, content, free service, customer service expectations, and how they operate in the right-of-way. Since 2000, there has been significant State and Federal legislation enacted related to how cable television operates that supersedes many of the terms in our current franchise agreement. In effect, much of our local authority has been replaced with State and Federal rules and regulations. In order to address the changes in legislation, a model franchise agreement was developed by municipal attorneys in 2009 that has been agreed to with Comcast and is being used in all negotiations. The Village Attorney has advised us that there have been very few changes from the model agreement in franchise agreements that have been negotiated with Comcast since 2009.

Attached is a memorandum from Gregory T. Smith of Klein, Thorpe, and Jenkins which highlights what is included in the new agreement. Although we attempted to negotiate some changes to the model agreement with Comcast (mostly service related), we were mostly unsuccessful. The proposed franchise agreement we are presenting for your consideration is in substantially the same form as the model agreement and is consistent with the agreements being presented in Willowbrook, Clarendon Hills, and Burr Ridge. Village staff recommends approval of the franchise agreement.

Gregory T. Smith of Klein, Thorpe, and Jenkins and Tony Signorella from Comcast will be in attendance at the meeting should there be any questions.

Motion: To Approve a Resolution Approving a Cable Television Franchise Agreement By and Between the Village of Hinsdale and Comcast of Illinois VI, LLC

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

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

20 N. Wacker Drive, Ste 1660
Chicago, Illinois 60606-2903
T 312 984 6400 F 312 984 6444

gtsmith@ktjlaw.com
DD 312-984-6436

15010 S. Ravinia Avenue, Ste 10
Orland Park, Illinois 60462-5353
T 708 349 3888 F 708 349 1506

www.ktjlaw.com

MEMORANDUM

TO: **Darrell Langlois, Assistant Village Manager, Village of Hinsdale**
FROM: **Gregory T. Smith, Klein, Thorpe & Jenkins, Ltd.**
DATE: **April 21, 2015**
RE: **Renewal of Comcast Franchise Agreement**

We have negotiated a renewal of the Village's cable television franchise agreement ("Franchise Agreement") with Comcast of Illinois VI, LLC ("Comcast"), a copy of the proposed Franchise Agreement is enclosed. Also enclosed is a resolution for adoption of the Franchise Agreement for consideration and action by the Village's corporate authorities.

The Franchise Agreement is based on a template agreement negotiated between the Metropolitan Mayors' Caucus ("MMC") and Comcast. I was part of the negotiation team for the MMC, and helped negotiate the template upon which the enclosed Franchise Agreement is based. The template was further tailored for the Village through my negotiations with Comcast on behalf of a consortium consisting of the Villages of Burr Ridge, Clarendon Hills, Hinsdale, and Willowbrook.

The Franchise Agreement sets forth the terms on which Comcast may use the Village's rights of way to install and maintain its equipment needed to provide cable television services to customers in the Village.

Significant terms in the enclosed Franchise Agreement include:

1. Term. The Franchise Agreement will be in effect for ten (10) years (Section 2.2, page 4).

2. Operation in the Rights of Way. The Village grants Comcast the right to operate a cable system using the Village's rights of way, subject to the Village's rights of way ordinance (Section 2.1, page 4).

3. Franchise Free. The Village will receive a fee of Five Percent (5%) of Comcast's gross revenue for cable service sold in the Village, known as the "franchise fee." The Franchise Agreement sets forth the terms on which the franchise fee is made, and upon which the Village may audit Comcast's payment of it (Section 5.1, page 7 and Section 5.2, page 8).

4. Complimentary Service. Comcast will provide complimentary cable television service to the Village in eligible Village buildings (Section 4.6.1, pages 6-7).

5. Customer Service Standards. Comcast must comply with the customer service standards set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501, *et seq.* The Village enforces the customer service standards. Enclosed is an ordinance adopting the standards, so the Village may pursue Comcast if it

fails to meet the customer service standards of the Cable and Video Customer Protection Law. We can assist the Village with prosecuting violations of the customer service standards if the Village receives complaints about such service.

6. Indemnification and Insurance. Comcast will indemnify, defend and hold harmless the Village from any injuries, illnesses, deaths, or claims arising out of Comcast's operation of its cable system in the Village, including in circumstances where Comcast designates information as proprietary or confidential pursuant to the Illinois Freedom of Information Act (Section 7.2, page 10, and Section 5.3, pages 8-9). Comcast is required to maintain the insurance policies and coverages required in the Village's Rights of Way Ordinance (Section 7.1, page 10).

7. PEG Channel. Comcast is required to continue to provide the one (1) Public Educational and Government ("PEG") channel currently used by the Village (Section 8.1, pages 10-11). Comcast is required to provide a second PEG channel on one hundred eighty (180) days notice if the current PEG channel is sufficiently utilized (Section 8.1, pages 10-11). The PEG channel could be used by the Village, other units of government, and the community, for public access non-commercial broadcasting purposes (Section 8.2, page 11).

8. PEG Capital Fee. The Village may require Comcast to collect up to thirty-five cents ($0.35) per customer per month to fund capital expenses of the Village's PEG programming system, such as the construction of a television studio (Section 8.5, pages 11-12). Capital expenditures could include, but are not limited to, purchases of equipment, construction costs for a broadcast studio, and so on. Be advised that the Franchise Agreement does not implement the collection of this fee at this time. The Village would have to send written notice to Comcast to initiate the collection of the fee.

9. Adopting Resolution. After adoption of the resolution approving the Franchise Agreement, and before the Franchise Agreement is signed, please insert the number of resolution in the blank space provided in Section 2.1.

The President and Board of Trustees should first consider and approve the enclosed ordinance adopting the Cable and Video Customer Protection Law customer service standards, and then the resolution approving the Franchise Agreement. The order of approval is important because the Franchise Agreement, in Section 4.8, includes a reference to the to-be-approved Cable and Video Customer Protection Law customer service standards. The approvals may occur at the same meeting.

Please contact me if I can be of further assistance.

Enclosures

RESOLUTION NO. _____

A RESOLUTION APPROVING
A CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN THE VILLAGE OF HINSDALE
AND COMCAST OF ILLINOIS VI, LLC

WHEREAS, the Village of Hinsdale ("Village") is a municipal corporation organized pursuant to Illinois law; and

WHEREAS, the Village and Comcast of Illinois VI, LLC ("Comcast") have negotiated a new ten (10) year, non-exclusive cable franchise agreement that is entitled, "Cable Franchise Agreement By And Between The Village Of Hinsdale And Comcast of Illinois VI, LLC," a copy of which is attached hereto as **EXHIBIT A** and made a part hereof ("Franchise Agreement"); and

WHEREAS, the Village and Comcast desire to adopt the Franchise Agreement and to terminate and supersede any prior franchise agreement now in effect between them upon execution by the Village and Comcast of the Franchise Agreement; and

WHEREAS, Comcast has agreed to enter into the attached Franchise Agreement; and

WHEREAS, pursuant to 47 U.S.C. § 541(a) and 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, the Village has the authority to grant a non-exclusive cable television franchise to Comcast to construct, operate and maintain a cable television system in the Village; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the health, safety and welfare of the residents, the property owners, the businesses and the public interest of the Village that the attached Franchise Agreement be approved and entered into with Comcast.

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

SECTION 1: Each recital above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Hinsdale approve the Franchise Agreement. The President and Board of Trustees of the Village of Hinsdale further authorize and direct the President and Village Clerk, or their designees, to execute the Franchise Agreement and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Franchise Agreement.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval according to law.

ADOPTED this ___ day of _____, 2015, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me, and attested by the Village Clerk, on this ____ day of _____, 2015.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

EXHIBIT A

COMCAST FRANCHISE AGREEMENT

(attached)

CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN
THE
VILLAGE OF HINSDALE
AND
COMCAST OF ILLINOIS VI, LLC

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Village of Hinsdale, Illinois (hereinafter, the "Village") and Comcast of Illinois VI, LLC, (hereinafter, "Grantee") this ____ day of _____, 2015 (the "Effective Date").

The Village, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act, and the Illinois Municipal Code, as amended from time to time; provided that any provisions of the Illinois Municipal Code that are inconsistent with the Cable Act shall be deemed to be preempted and superseded.

SECTION 1: Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Operator" means any Person or group of Persons who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System; or who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service.

"Cable System" or "System," has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable

Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for purposes of Section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with Section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

"Channel" or "Cable Channel" means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

"Customer" or "Subscriber" means a Person who lawfully receives and pays for Cable Service with the Grantee's express permission.

"FCC" means the Federal Communications Commission or successor governmental entity thereto.

"Franchise" means the initial authorization, or renewal thereof, issued by the Village, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction or operation of the Cable System.

"Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

"Franchise Area" means the present legal boundaries of the Village as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

"Grantee" shall mean Comcast of Illinois VI, LLC.

"Gross Revenue" means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly Basic Cable Service, cable programming service regardless of Service Tier, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources from Cable Service delivered over the Cable System as may now exist or hereafter develop, provided that such revenues, fees, receipts, or charges may be lawfully included in the gross revenue base for purposes of computing the Village's permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, third party advertising sales commissions and

agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5th Cir. 1997), and amounts collected from non-Subscriber revenues in accordance with the Court of Appeals decision resolving the case commonly known as the "Pasadena Decision," *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001),* and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.,* 324 F.3d 802 (5th Cir. 2003).

"Initial Franchise Service Area" means that portion of the Franchise Area served by the Grantee's Cable System as of the Effective Date of this Franchise Agreement.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Village.

"Public, Educational and Governmental (PEG) Access Channel" shall mean a video Channel designated for non-commercial use by the Village, the public, and/or educational institutions such as public or private schools, but not "home schools," community colleges, and universities.

"Public, Educational and Government (PEG) Access Programming" shall mean non-commercial programming produced in accordance with 47 U.S.C. 531.

"Public Way" shall mean, pursuant and in addition to the definition of "Right-of-Way" in the Village's Construction of Utilities in the Right of Way Ordinance, in Section 7-1G-2 of the Hinsdale Village Code, the surface of, and the space above and below, any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including, but not limited to, public utility easements and other easements dedicated for compatible uses, now or hereafter held by the Village in the Franchise Area, to the extent that the Village has the right and authority to authorize, regulate, or permit the location of facilities other than those of the Village. Public Way shall not include any real or personal Village property that is not specifically described in this definition and shall not include Village buildings, fixtures, and other structures and improvements, regardless of whether they are situated in the Public Way.

"Standard Installation" means those installations to Subscribers that are located up to one hundred twenty-five (125) feet from the existing distribution system (Cable System).

"Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

"Village" means the Village of Hinsdale, Illinois or the lawful successor, transferee, designee, or assignee thereof.

SECTION 2: Grant of Authority

2.1. Pursuant to Section 621(a) of the Cable Act, 47 U.S.C. § 541 (a), 65 ILCS 5/11-42-11(a) of the Illinois Municipal Code, and Resolution No. _____ approving and authorizing the execution of this Agreement, the Village hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be ten (10) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. From and after the Effective Date of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to be the sole and exclusive Franchise Agreement between the Parties pertaining to the Grantee's Franchise for the provision of Cable Service.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, and any applicable State law which may exist at the time of renewal and which is not superseded by the Cable Act.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the Village of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the Village pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Village to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Village, or (C) be construed as a waiver or release of the rights of the Village in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the Village grants an additional Franchise to use and occupy any Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the Village proposing to serve the Franchise Area, in whole or in part, the Village shall to the extent permitted by law notify the Grantee, or require the Grantee to be notified, within thirty (30) days of receipt of such an application, and include a copy of such application.

SECTION 3: Construction and Maintenance of the Cable System

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Article 7-1G, entitled "Construction of Utility Facilities in Rights of Way," of the Hinsdale Village Code, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Undergrounding and Beautification Projects.

3.3.1. In the event the Village requires users of the Public Way who operate aerial facilities to relocate such aerial facilities underground, Grantee shall participate in the planning for relocation of its aerial facilities, if any, contemporaneously with such users. Grantee shall be reimbursed its relocation costs from public or private funds allocated for the project to the same extent as such funds are made available to other users of the Public Way, if any, provided that any utility's exercise of authority granted under its tariff to charge consumers for the said utility's cost of the project that are not reimbursed by the Village shall not be considered to be public or private funds.

3.3.2. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days' notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

SECTION 4: Service Obligations

4.1. Initial Service Obligations. As of the Effective Date of this Agreement, Grantee's Cable System has been designed to provide, and is capable of providing, Cable Service to residential Customers throughout the Initial Franchise Service Area. The Grantee shall continue to make Cable Service available in the Initial Service Area throughout the term of this

Agreement and Grantee shall extend its Cable System and provide service consistent with the provisions of this Franchise Agreement.

4.2. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per linear Cable System network mile as measured from the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable (e.g., a Standard Installation).

4.2.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.3. Programming. The Grantee agrees to provide cable programming services in the following broad categories:

Children	General Entertainment	Family Oriented
Ethnic/Minority	Sports	Weather
Educational	Arts, Culture and Performing Arts	News & Information

Pursuant and subject to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Grantee.

4.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time. The Grantee shall cooperate with the Village in conducting inspections related to these standards upon reasonable prior written request from the Village based on a significant number of Subscriber complaints.

4.5. Annexations and New/Planned Developments. In cases of annexation the Village shall provide the Grantee written notice of such annexation. In cases of new construction, planned developments or property development where undergrounding or extension of the Cable System is required, the Village shall provide or cause the developer or property owner to provide notice of the same. Such notices shall be provided at the time of notice to all utilities or other like occupants of the Village's Public Way. If advance notice of such annexation, new construction, planned development or property development is not provided, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise Agreement.

4.6. Service to School Buildings and Governmental Facilities.

4.6.1. The Village and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary Basic Cable Service and a free

Standard Installation at one outlet to all eligible buildings as defined in said state statute. Eligible buildings shall not include buildings leased to non-governmental third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.6.2. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of a Standard Installation. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds a Standard Installation.

4.7. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an "Emergency Alert System" ("EAS") consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the "State of Illinois Emergency Alert System State Plan" – as may be amended from time to time. Should the Village become qualified and authorized to activate the EAS, the Grantee shall provide instructions on the access and use of the EAS by the Village to the Village on an annual basis. The Village agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the Village, its employees or agents in using such system.

4.8. Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*, and enforcement provisions are included in Section 13-5-53 of the Hinsdale Village Code. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.*

SECTION 5: Oversight and Regulation by Village

5.1. Franchise Fees. The Grantee shall pay to the Village a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by JP Morgan Chase & Company or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this Section.

5.1.1. The Parties acknowledge that, at present, the Cable Act limits the Village to collection of a maximum permissible Franchise Fee of five percent (5%) of Gross Revenues.

In the event that a change in the Cable Act would allow the Village to increase the Franchise Fee above five percent (5%), the Village shall hold a public hearing and determine if the Village should collect the additional amount. Following the determination, the Village shall notify the Grantee of its intent to collect the increased Franchise Fee and Grantee shall have a reasonable time (not to be less than ninety (90) days from receipt of notice from the Village) to effectuate any changes necessary to begin the collection of such increased Franchise Fee, or notify the Grantee of its intent to not collect the increased fee. In the event that the Village increases said Franchise Fee, the Grantee shall notify its Subscribers of the Village's decision to increase said fee prior to the implementation of the collection of said fee from Subscribers as required by law.

5.1.2. In the event a change in state or federal law requires the Village to reduce the franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; or ii) the lowest franchise fee percentage paid by any other Cable Operator granted a Cable Franchise by the Village pursuant to the Cable Act, and Section 11-42-11 of the Illinois Municipal Code; provided that: (a) such amendment is in compliance with the change in state or federal law; (b) the Village approves the amendment by ordinance; and (c) the Village notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.3. Taxes Not Included. The Grantee acknowledges and agrees that the term "Franchise Fee" does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The Village and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 (Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, with the exception of the information directly related to an audit of Franchise Fees as set forth in Section 5.2. The Village agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Village that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority's representative. In the event that the Village has in its possession and receives a request under the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Village shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the

Village from and against any claims arising from the Village's opposition to disclosure of any information Grantee designates as proprietary or confidential, which indemnification obligation shall include payment of the Village's costs including reasonable attorney's fees. Compliance by the Village with an opinion or directive from the Illinois Public Access Counselor or the Illinois Attorney General under the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, or with a decision or order of a court with jurisdiction over the Village, shall not be a violation of this Section.

SECTION 6: Transfer of Cable System or Franchise or Control of Grantee

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.2. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed.

6.3. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

6.4. The Grantee, and any proposed transferee under this Section 6, shall submit a written application to the Village containing or accompanied by such information as is required in accordance with applicable law and FCC regulations, specifically including a completed Form 394 or its successor, and in compliance with the processes established for transfers under FCC rules and regulations, including Section 617 of the Cable Act, 47 U.S.C. §537. Within thirty (30) days after receiving a request for consent, the Village shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Village has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted. As a condition to granting of any consent, the Village may require the transferee to agree in writing to assume the obligations of the Grantee under this Franchise Agreement.

6.5. Any transfer of control resulting from or after the appointment of a receiver or receivers or trustee or trustees, however denominated, designated to take over and conduct the business of the grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of a one hundred twenty (120) day period, shall be treated as a transfer of control pursuant to 47 U.S.C. §537 and require the Village's consent thereto in the manner described in Section 6 above.

SECTION 7: Insurance and Indemnity

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain such insurance and provide the Village certificates of insurance in accordance with Section 7-1G-8 of the Hinsdale Village Code, as amended from time to time.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Village, its officers, employees, and agents (the "Indemnitees") from and against any injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense (the "Indemnification Events"), arising in the course of the Grantee constructing and operating its Cable System within the Village. The Grantee's obligation with respect to the Indemnitees shall apply to Indemnification Events which may occur during the term of this Agreement, provided that the claim or action is initiated within the applicable statute of limitations, notwithstanding that the claim may be made or action filed subsequent to the termination or expiration of this Agreement. The Village shall give the Grantee timely written notice of its obligation to indemnify and defend the Village after the Village's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Grantee and/or the Village. If the Village elects in its own discretion to employ additional counsel, the costs for such additional counsel for the Village shall be the responsibility of the Village.

7.2.1. The Grantee shall not indemnify the Village for any liabilities, damages, costs or expense resulting from any conduct for which the Village, its officers, employees and agents may be liable under the laws of the State of Illinois.

7.2.2. Nothing herein shall be construed to limit the Grantee's duty to indemnify the Village by reference to the limits of insurance coverage described in this Agreement.

SECTION 8: Public, Educational and Governmental (PEG) Access

8.1. PEG Capacity. The Grantee shall provide capacity for the Village's noncommercial public, educational and governmental ("PEG") programming through Grantee's Cable System consistent with the requirements set forth herein. The Village's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time. As of the Effective Date of this Agreement, the Village utilizes one (1) PEG Channel. The Village may request, and Grantee shall provide, a second PEG channel within one hundred eighty (180) days advance written notice by the Village and sufficient proof that the current Channel is inadequate for all programming offered. "Sufficient proof" shall include a verified program schedule of all original, non-repeat, first-run, non-character generated, locally produced programs that are carried on the existing Channel for the prior six month period during the times of noon to midnight. In the event that eighty percent (80%) of the programming on the existing channel meets the criteria of being original, non-repeat, first-run, non-character generated, locally produced programming, Grantee shall provide a second channel. Once provided, the second Channel may not be removed or withdrawn by Grantee for the first twelve (12) months following the provision of such second Channel. Any such removal or withdrawal shall not

occur until after Grantee has given the Village written notice that the use of the existing Channel provided as of the Effective Date of the Agreement is not sufficient to justify the provision of the second Channel. The Village shall have one hundred twenty (120) days to establish the utilization of the first Channel is sufficient to justify the continued provision of the second Channel. Any cost for the activation of the additional Channel shall be paid for by the Village. The Grantee shall offer the Village's entire PEG programming on its basic digital tier of service.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over a Channel by designating it for PEG use. However, the PEG Channel is, and shall be, operated by the Village, and the Village may at any time allocate or reallocate the usage of the PEG Channel among and between different non-commercial uses and Users. The Village shall be responsible for the editorial control of the Video Programming on the PEG Channel except to the extent permitted in 47 U.S.C. §531(e).

8.3. Origination Point. At such time that the Village determines that it wants to establish capacity to allow its residents who subscribe to Grantee's Cable Service to receive PEG access programming originated from schools and/or Village facilities (other than the origination point which exists as of the Effective Date); or at such time that the Village determines that it wants to change or upgrade a location from which PEG access programming is originated; the Village will give the Grantee written notice detailing the point of origination and the capability sought by the Village. The Grantee agrees to submit a cost estimate to implement the Village's plan within a reasonable period of time. After an agreement to reimburse the Grantee for its expenditure, the Grantee will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the Village to the designated signal input point without material degradation, the PEG Channel delivery systems from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in the Agreement.

8.5. PEG Capital Support. At its sole discretion, the Village may designate PEG access capital projects to be funded by the Village. The Village shall send written notice of the Village's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents ($0.35) per customer per month – or such other greater amount as may be agreed to by the Village and Grantee – to be passed on to each Subscriber pursuant Section 622(g)(2)(C) of the Cable Act (47 U.S.C. §542(g)(2)(C)). The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment (PEG Access capital costs) and the Grantee shall have the opportunity to review and make recommendations upon the Village's plan prior to agreeing to collect and pay to the Village the requested amount. During the term of this Agreement, the Grantee shall collect the external charge and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. Said collection and payments shall continue until such time as the amount set forth in said plan and notice has been collected and paid. Consistent with the description of the intended utilization of the PEG Capital Fee, the Village shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the Village to make large capital expenditures, if necessary, provided

that if the entire amount is not expended during the term of this agreement, any remaining funds shall be credited against PEG Capital requests from the Village in subsequent franchise renewals. Said PEG Capital Fee shall be imposed within ninety (90) days of the Village's written request.

8.5.1. For any payments owed by Grantee in accordance with this Section 8.5 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rates as quoted by JP Morgan Chase Bank U.S.A. or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the Village shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.5.2. Grantee and Village agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.6. Grantee Use of Unused Time. Because the Village and Grantee agree that a blank or underutilized PEG Access Channel is not in the public interest, in the event the Village does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the Village upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the PEG Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of twelve (12) hours where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

SECTION 9: Enforcement of Franchise

9.1. Notice of Violation or Default. In the event the Village believes that the Grantee has not complied with a material term of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from the receipt of the Village's written notice: (A) to respond to the Village, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Village of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and following notice and an opportunity to cure and respond pursuant to the provisions of Section 9.2 above, in the

event the Village determines that the Grantee is in default of any material provision of the Franchise, the Village may:

9.3.1. seek specific performance of any provision that reasonably lends itself to such remedy or seek other relief available at law, including declaratory or injunctive relief; or

9.3.2. in the case of a substantial or frequent default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Village shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Village has not received a response from the Grantee or upon receipt of the response does not agree with the Grantee's proposed remedy or in the event that the Grantee has not taken action to cure the default, it may then seek termination of the Franchise at a public hearing. The Village shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Village shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which the Village shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record. A copy of the transcript shall be made available to the Grantee at its sole expense. The decision of the Village shall be in writing and shall be delivered to the Grantee in a manner authorized by Section 10.2. The Grantee may appeal such determination to any court with jurisdiction within thirty (30) days after receipt of the Village's decision.

9.4. Remedies Not Exclusive. In addition to the remedies set forth in this Section 9, the Grantee acknowledges the Village's ability pursuant to Section 4.8 of this Franchise Agreement to enforce the requirements and standards, and the penalties for non-compliance with such standards, consistent with the Illinois Cable and Video Customer Protection Law enacted by the Village as Section 15-3-53 of the Hinsdale Village Code; and, pursuant to Section 3.1 of this Franchise Agreement and Article 7-1G of the Hinsdale Village Code, to enforce the Grantee's compliance with the Village's requirements regarding "Construction of Utility Facilities in Rights Of Way." Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to permit the Village to exercise such rights and remedies in a manner that permits duplicative recovery from, or payments by, the Grantee. Such remedies may be exercised from time to time and as often and in such order as may be deemed expedient by the Village.

SECTION 10: Miscellaneous Provisions

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado

or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary. Non-compliance or default shall be corrected within a reasonable amount of time after force majeure has ceased.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Village:	To the Grantee:
Village of Hinsdale	Comcast
19 E. Chicago Avenue	155 Industrial Drive
Hinsdale, Illinois 60521	Elmhurst, Illinois 60126
ATTN: Village Manager	ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Village and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and communications, whether written or oral. Except for ordinances adopted pursuant to Sections 2.4 and 2.5 of this Agreement, all ordinances or parts of ordinances related to the provision of Cable Service that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The Village may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full

force and effect. If any material provision of this Agreement is made or found to be unenforceable by such a binding and final decision, either party may notify the other in writing that the Franchise has been materially altered by the change and of the election to begin negotiations to amend the Franchise in a manner consistent with said proceeding or enactment; provided, however, that any such negotiated modification shall be competitively neutral, and the parties shall be given sufficient time to implement any changes necessitated by the agreed-upon modification.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, DuPage County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. Except as provided in Sections 5.1.1 and 5.1.2, no provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Village and the Grantee, which amendment shall be authorized on behalf of the Village through the adoption of an appropriate ordinance or resolution by the Village, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

10.10. Validity of Franchise Agreement. The parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Franchise Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.11. Authority to Sign Agreement. Grantee warrants to the Village that it is authorized to execute, deliver and perform this Franchise Agreement. The individual signing this Franchise Agreement on behalf of the Grantee warrants to the Village that s/he is authorized to execute this Franchise Agreement in the name of the Grantee.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For the Village of Hinsdale:

By: _____

Name: Thomas K. Cauley, Jr.

Title: Village President

Date: _____

For Comcast of Illinois VI, LLC:

By: _____

Name: _____

Title: _____

Date: _____

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
A CABLE TELEVISION FRANCHISE AGREEMENT
BY AND BETWEEN THE VILLAGE OF HINSDALE
AND COMCAST OF ILLINOIS VI, LLC**

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]

8c

DATE: May 19, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER First Reading - EPS	**ORIGINATING DEPARTMENT** Public Services
ITEM Grant Program Assistance Agreement between Illinois Emergency Management Agency (IEMA) and the Village of Hinsdale for Graue Mill Flood Control Project	**APPROVAL** Daniel M. Deeter Village Engineer

The Village attorney is coordinating with the Illinois Emergency Management Agency (IEMA) to update the State-Local Hazard Mitigation Grant Program (HMGP) Assistance Agreement to agree with the agreements with DuPage County and the Graue Mill Homeowners Association approved by the Village of Hinsdale Board of Trustees on May 5, 2015. 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.

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

Attached is a draft of Agreement; the Village attorney is working through some final changes with IEMA. A final version of the Agreement will be presented when the item is brought forward for a Second Reading on June 2, 2015.

MOTION: To Approve Entering into the State-Local Hazard Mitigation Grant Program (HMGP) Assistance Agreement Between the Illinois Emergency Management Agency and the Village of Hinsdale for the Graue Mill Flood Control Project.

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

Daniel Deeter

From: Carmen P. Forte <cpforte@KTJLAW.com>
Sent: Tuesday, May 12, 2015 12:51 PM
To: Kathleen Gargano; Daniel Deeter; George Peluso
Subject: RE: IEMA agreement

All:

IEMA is reviewing the final draft I sent last week to you, which included the minor change to section 10 that allows for third parties to perform future maintenance. In addition, according to IEMA, the period for the grant funding requests is not set yet, but likely will be ending on 6/30/17. However, the Village and IEMA will be able to request at least a year extension to that funding end date, as FEMA is willing to do so for projects that are active and making progress. According to IEMA, there will be no issues with funding after that date.

I will advise as soon I receive the final draft from IEMA. I told them I would like it back asasp, preferably by tomorrow.

Thanks.

Carmen P. Forte, Jr.
Klein, Thorpe and Jenkins, LTD.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
T 312 984 6435 **F** 312 984 6444
cpforte@ktjlaw.com | www.ktjlaw.com

PRIVILEGED AND CONFIDENTIAL. This email and any files transmitted with it are privileged and confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender. If you are not the named addressee you should not disseminate, distribute or copy this e-mail or any of its attachments.

From: Kathleen Gargano [mailto:kgargano@villageofhinsdale.org]
Sent: Thursday, May 07, 2015 3:44 PM
To: Carmen P. Forte; Daniel Deeter; George Peluso
Subject: RE: IEMA agreement

Thanks! I hope we might be able to have this on the Board's agenda on the 19th.

Kathleen A. Gargano
Village Manager
Village of Hinsdale
630.789.7013 (direct)
630.789.7015 (fax)
kgargano@villageofhinsdale.org

From: Carmen P. Forte [mailto:cpforte@KTJLAW.com]
Sent: Thursday, May 07, 2015 3:04 PM
To: Kathleen Gargano; Daniel Deeter; George Peluso
Subject: RE: IEMA agreement

Attached is a current draft from IEMA. IEMA is willing to remove and reserve sections 20-34, which only applied to acquisition and relocation projects, which this project is not. The header of the document has a timeframe of the grant, beginning at the date of execution, and ending on 12/31/16. At my request, IEMA is currently confirming the ability of

the Village to request an extension of the agreement to the end of 2018, to satisfy what we expect to be the timeframe for completion of the entire project. IEMA did note that its policy has been to limit the agreements to a two year period, but that it is typically open to later amendments in the term, as long as work is progressing on the project.

Nothing in the agreement expressly prevents the Village from entering into another agreement to meet the maintenance requirements of section 10. Section 10 in itself is somewhat vague, but more beneficial to the Village, as it doesn't put any express conditions on the Village's requirement to provide maintenance, other that it should be "appropriate" and follow all applicable ordinances, codes and standards. I believe that my addition to allow a third-party agreement to provide this maintenance would document the Village's right to do so.

If you would like any further revisions to the agreement, please do not hesitate to contact me. I will advise when IEMA responds to my inquiry about the term of the agreement.

Carmen P. Forte, Jr.
Klein, Thorpe and Jenkins, LTD.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606-2903
T 312 984 6435 **F** 312 984 6444
cpforte@ktjlaw.com | www.ktjlaw.com

PRIVILEGED AND CONFIDENTIAL. This email and any files transmitted with it are privileged and confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the sender. If you are not the named addressee you should not disseminate, distribute or copy this e-mail or any of its attachments.

From: Kathleen Gargano [mailto:kgargano@villageofhinsdale.org]
Sent: Thursday, May 07, 2015 2:26 PM
To: Daniel Deeter; George Peluso; Carmen P. Forte
Subject: IEMA agreement

How soon until we have this agreement ready?

Kathleen A. Gargano
Village Manager
Village of Hinsdale
630.789.7013 (direct)
630.789.7015 (fax)
kgargano@villageofhinsdale.org

ILLINOIS EMERGENCY MANAGEMENT AGENCY
STATE-LOCAL HAZARD MITIGATION GRANT PROGRAM (HMGP)
ASSISTANCE AGREEMENT
(FEMA-DR-1935-IL)
Fiscal Years 2015 - 2017 (Date of Execution – December 31, 2016)

This Grant Agreement between the Illinois Emergency Management Agency (the IEMA/Grantee) and the Village of Hinsdale (the Subgrantee), Federal Taxpayer Identification Number 36-6005930 shall be effective on the date signed by the IEMA. It shall apply to all Hazard Mitigation Grant Program (HMGP) assistance provided by the Federal Emergency Management Agency (FEMA) through the IEMA to the Subgrantee as a result of the presidentially declared disaster occurring within the State of Illinois (**FEMA-DR-1935-IL**).

Be it resolved by the Subgrantee, that the individual named below

Tom Cauley, Village President

has the legal authority and is hereby authorized to execute documents for and in behalf of the Subgrantee, an eligible jurisdiction as determined by the Federal Emergency Management Agency. The purpose of this designation is so that the individual whose name appears above will be the authorized representative for obtaining Federal or State Hazard Mitigation Grant Program funds.

The Subgrantee hereby assures and certifies that the project will comply with the State of Illinois and the Federal Emergency Management Agency regulations. Also, the Subgrantee gives assurance and certifies under oath that all information in the grant agreement is true and correct to the best of the Subgrantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the Agreement; with respect to and as a condition for the grant that the following provisions will be adhered to:

FINANCIAL INFORMATION AND REQUIREMENTS

1. This Grant Agreement in the amount of **$2,576,475** will serve as the contract between the IEMA and the Subgrantee for the purpose of multiple stormwater improvements at the Graue Mill Condominium Complex.

    a. Total estimated cost of the project is $3,435,300.
    Total IEMA share is **$2,576,475**. This figure has two components: the project cost and the pre-award cost. The project cost includes the costs associated with stormwater improvements. The specific eligible costs are detailed in the final approved scope of work. This figure also includes pre-award costs in the amount of $109,152.80 incurred by the Subgrantee during the period from 1/1/2010 – 12/13/14. Pre-award costs, such as the cost for application development, pre-construction engineering and design work, and organizational meetings, are

subject to all applicable Federal eligibility requirements (44 CFR 206.439).

2. The Subgrantee will provide all necessary financial and managerial resources to meet the terms and conditions of receiving HMGP funds.

3. The Subgrantee is aware that the HMGP requires cost-sharing on the basis of not more than 75 percent Federal and at least 25 percent non-Federal contributions and that the Subgrantee may be required to provide and/or secure the full non-Federal share for mitigation activities.

4. The HMGP funds requested for this project shall not and will not duplicate benefits received for the same loss from any other funds.

5. This Grant Agreement may be amended by the Grantee as required because of:
   changes in State laws or regulations;
   an extension in the term;
   an increase in the amount; and/or
   any other provision requiring a modification.

6. The Subgrantee may send a written request for a portion of the total contract amount shown in Item 1 upon the following conditions: a) this Grant Agreement is signed by the Subgrantee and the IEMA; and b) the Subgrantee will spend the funds requested within a twenty-day period after receipt of the funds from the IEMA. Additional funds may be drawn down upon request from the authorized representative based on need and the ability to spend within a twenty-day period.

7. In the event that the applicant fails to expend or is over advanced HMGP funds, the Governor's Authorized Representative reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements. Funds remaining at the expiration of the grant agreement shall be returned to the State within 45 days.

REQUIREMENTS FOR ALL HAZARD MITIGATION PROJECTS

8. The Subgrantee agrees to maintain good standing in the National Flood Insurance Program (NFIP).

9. The Subgrantee will begin project work within 90 days of the approval of the Grant Agreement and complete all items of work by the time of the grant expiration unless an exception is granted, extending the time with an amendment to this Agreement.

10. The Subgrantee will comply with all applicable ordinances, codes and standards as pertains to this HMGP project and agrees to provide maintenance as appropriate. The Subgrantee may enter an agreement with another third-party to provide said maintenance.

11. The IEMA, the Illinois Auditor General, the Illinois Attorney General or any of their duly

authorized representatives reserve the right to review, inspect or audit all contracts, records and documents related to the expenditure of the HMGP funds. The IEMA reserves the right to disallow any expenditures that are deemed ineligible, unreasonable, and/or excessive. In the event that questioned costs are ultimately deemed disallowed, as determined by the IEMA, the Subgrantee shall be responsible for repayment of such costs.

12. The Subgrantee will not enter into cost-plus-percentage-of-cost contracts for completion of the HMGP projects.

13. The Subgrantee will not enter into any contract with any party which is debarred or suspended from participating in Federal assistance programs.

14. The authorized representative for the Subgrantee is required to submit quarterly reports to the Hazard Mitigation Officer on or before the first day of each quarter following the signing of this Grant Agreement. Said report will include the status of the project and the estimated percentage of project completed. For acquisition projects, the report should quantify the closings to be conducted in the next quarter and other information as requested.

15. A final report covering all aspects of the project will be prepared for the Subgrantee after the final closing.

16. The Subgrantee is required to submit a single audit conducted in accordance with Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Non-profit Organizations," when expending $750,000 or more in Federal funds, including Public Assistance, Hazard Mitigation Grant Program (HMGP), and FMAP funds during a fiscal year.

17. The Subgrantee is required to submit a copy of each report as a result of an audit to the Chief Fiscal Officer, for each fiscal year where $750,000 or more in Federal funds were expended, beginning the fiscal year of the Presidential declaration of major disaster and ending the fiscal year of the final reimbursement.

18. The Subgrantee will be responsible for timely action in resolving any audit finding and/or questioned project costs. The Subgrantee will return to the IEMA, within 15 days of such request by the Chief Fiscal Officer, any advance funds which are not supported by audit or other Federal or State review of documentation maintained by the Subgrantee.

19. The Subgrantee agrees that all funds remaining at the end of this Agreement or at the expiration or obligation by the Grantee shall be returned to the State within 45 days.

Numbers 20-34 are reserved

REQUIREMENTS FOR ALL STATE CONTRACTS

35. Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this agreement.

36. The Subgrantee certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C.A. 702 as amended, and 49 C.F.R. Part 29, subpart F, including Appendix C as amended. The Subgrantee is required to sign the enclosed Drug-Free Workplace Certification and return it with this contract.

37. Pursuant to Section 6i. of the Illinois Purchasing Act the Subgrantee shall maintain, for a minimum of 3 years after the completion of the Grant Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Grant Agreement; that the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the grantor agency (IEMA), the Illinois Auditor General, the Illinois Attorney general or any of their duly authorized representatives and to provide full access to all relevant materials. The IEMA reserves the right to disallow any expenditures that are deemed ineligible, unreasonable, and/or excessive, or for which supporting documentation is not available. In the event that questioned costs are ultimately deemed disallowed, as determined by the IEMA, the Subgrantee shall be responsible for repayment of such costs.

38. The Subgrantee assures that it will comply with all applicable federal statutes, regulations, executive orders, and other federal requirements in carrying out any project supported by federal funds. The Subgrantee recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Sugrantee agrees that the most recent federal requirements will apply to the project. The Subgrantee will comply with all applicable provisions of Federal and State law and regulations in regard to procurement of goods and services.

39. The Subgrantee will comply with all Federal and State statutes and regulations relating to non-discrimination.

40. The Subgrantee will comply with provisions of the Hatch Act limiting the political activities of public employees.

41. The Subgrantee will comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and to the extent applicable, Subgrantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Grant Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for

federally assisted sub agreements.

42. The Subgrantee will prohibit employees, contractors, subcontractors for a purpose that is or gives the appearance of 1) using their positions for personal gain of themselves or those with whom they have family business or ties; 2) a conflict of interest; or 3) kickbacks.

43. The Subgrantee and its employees, contractors, and subcontractors shall hold harmless the United States and its agents and employees, the State of Illinois and its agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the approval of work regardless of whether or not such claim, damage, loss of expense is caused entirely or in part by the United States or the State of Illinois.

44. The Subgrantee shall certify that (a) no Federal or State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant loan, or cooperative agreement. (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction. (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

45. The Subgrantee shall certify that they are not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State Agency if they know or should know that they are delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The Subgrantee further acknowledges that the contracting State agency may declare this Grant Agreement (contract) void if this certification is false or if the Subgrantee is determined to be delinquent in the payment of any debt during the term of the Grant Agreement.

46. In accordance with the Buy American Act, 41 U.S.C. 10-10d, only steel, iron, and manufactured products produced in the United States may be purchased with Federal funds unless an exception under section b(2) or b(3) of the Buy American Act applies. Clear justification for the purchase of non-domestic items must be in the form of a waiver

request submitted to and approved by the Federal Government.

47. The Subgrantee certifies to the best of his or her knowledge and belief that for each contract for federal assistance exceeding $100,000:

(a) No federal appropriated funds have been or will be paid by or on behalf of the Subgrantee to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress regarding the award of federal assistance, or the extension continuation, renewal, amendment, or federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and

(b) If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Subgrantee assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.

(c) The language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

48. The subgrantee agrees to comply with the conditions established in the Record of Environmental Consideration approved by the FEMA Regional Environmental Officer.

SIGNATURES

Signature of Subgrantee's Authorized Representative:

_____ Date Signed: _____

Name Typed: Tom Cauley Title: Village President

Subgrantee Jurisdiction: Village of Hinsdale

Mailing Address for Disbursements:

19 E Chicago Ave
Hinsdale, IL 60521

Signature of the Grantee (Illinois Emergency Management Agency):

_____ Date Signed: _____
James K Joseph
Director

_____ Date Signed: _____
Jenifer Johnson
Legal Counsel

_____ Date Signed: _____
Kevin High
Chief Fiscal Officer

May 19, 2015

REQUEST FOR BOARD ACTION

9d

AGENDA SECTION NUMBER First Reading - ZPS	ORIGINATING DEPARTMENT Police Department
ITEM Changes to Lease Agreement for Middle School Parking Lot with School District 181.	**APPROVED** Chief Bradley Bloom

The Village has an existing lease agreement with School District 181 for Village use of the parking lot on the west side of the Middle School and south of the Washington Street parking lot (current lease attached). The leased parking lot has been incorporated into and is part of the Washington Street parking lot. The lot is designated as a "shopper only" parking lot and is available to permit and pay box usage. This parking area is depicted on the attached map (Figure #2).

Currently, School District 181 has a mobile classroom housed in the leased portion of the Washington Lot. Representatives from District 181 met with Village Staff proposing to add an additional mobile classroom in a space just south of the existing mobile classroom within the leased lot. See attached map (Figure #3). The additional mobile classroom would result in the loss of 17 additional parking spaces within the leased lot. The mobile classroom will remain in place for the next 3-5 years. The current parking conditions are included in the attached maps (Figure #1).

The terms of the original lease agreement with District 181 called for the Village to construct, maintain and provide electricity to the 54-space parking lot. Additionally, the Village is to provide 10 parking permits for this lot for District 181 use. The terms of the most current agreement, which was completed in 2009, were modified when the first mobile classroom was added.

School District 181 is aware of the scarcity of available parking in the area and considered a variety of locations for both mobile classrooms that were cost prohibitive.

Staff worked with District 181 to modify the terms in the lease agreement in order to minimize the impact on available shopper parking in this area and came to a tentative agreement as follows:

District 181 would relinquish 10 permit spaces in the Washington lot and provide 5 additional diagonal spaces from their staff parking area located on the northernmost row (just east of the covered walkway from the Washington Street parking lot to First Street). These spaces would be renumbered and included in the Washington Street parking lot pay box system. Three additional spaces would be added to the south end of the lot to what is now an aisle area. This agreement will result in one additional space being added to the Washington Street parking lot. The proposed changes are included in the attached map marked Figure #3.

Staff believes these terms are acceptable and best mitigate the impact of the additional mobile classroom will have on our parking supply. If these terms are acceptable, we will modify the agreement for approval and have it ready for a Second Reading on June 2, 2015.

MOTION: **To recommend that the Village Board approve an amended lease agreement with School District 181 for use of the parking lot located at 100 S. Garfield Street.**

Approval	Approval	Approval	Approval	Manager's Approval

COMMITTEE ACTION:

BOARD ACTION:

LEASE AGREEMENT

This Lease Agreement is made and entered into this 28th day of April, 2009 by and between the Board of Education of COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 181, (the "Landlord"), and the VILLAGE OF HINSDALE, an Illinois municipal corporation (the "Tenant").

RECITALS:

WHEREAS, Landlord and Tenant are parties to a lease agreement dated June 14, 1990, which includes the property set forth in Exhibit A, attached to and made a part of this Lease Agreement by reference (the "Premises"); and

WHEREAS, Landlord has determined that a portion of the Premises will be needed for school purposes beginning with the 2009-2010 school year;

WHEREAS, Tenant desires to continue leasing that portion of the Premises which continue not to be needed for school purposes; and

WHEREAS, Landlord may lease school property to Tenant pursuant to Section 20-22.11 of the Illinois School Code (105 ILCS 5/10-22.11); and

WHEREAS, Landlord has determined that entry into this Lease Agreement is in the best interests of the School District and its residents;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and in the exercise of their powers and authority under Article VII, Section 10 of the Illinois Constitution of 1970, the Illinois Local Government Property Transfer Act (50 ILCS 605/0.01 *et seq.*), and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), the parties hereby agree as follows:

Section 1: Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Lease Agreement by reference.

Section 2: Lease of Property. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the marked portion of the Premises, upon the terms and conditions and agreements hereinafter set forth.

Section 3: Term of Lease; Renewal. This Lease Agreement shall be for term beginning July 1, 2009 (the "Commencement Date") and ending on a future June 30th, year to be determined when the portable classrooms are no longer needed by the school. The lease agreement between the parties dated June 14, 1990 shall expire and otherwise terminate without further action of the parties on June 30, 2009, and the term of said June 14, 1990 lease agreement is hereby amended accordingly.

Section 4: Permitted Use. The leased portion of the Premises shall be used by Tenant only for the operation of a municipal parking lot and related uses (the "Permitted Use") and no other use.

Section 5: Rent. Tenant agrees to pay to Landlord the sum of $10.00 as the total rent for the leased portion of the Premises (the "Total Rent"). The Total Rental shall be paid in one lump sum on or before the Commencement Date.

Section 6: Condition of Premises. Tenant accepts possession of the leased portion of the Premises "as is" at the Commencement Date.

Section 7: Alterations and Improvements. Tenant shall not, except with the prior written consent of Landlord, make additions, alterations, changes or improvements to the leased portion of the Premises or any part thereof.

Section 8: Utilities. During the term of this Lease Agreement, Tenant shall pay all electrical charges incurred for the operation of any lighting installed on the Premises.

Section 9: Maintenance: During the term of this Lease Agreement, Tenant agrees to maintain the leased portion of the Premises in a clean, safe, and orderly manner in full compliance with all applicable State and local laws and regulations. Tenant agrees to maintain any landscaping installed on the leased portion of the Premises, to dispose of all refuse and litter deposited on the leased portion of the Premises, to perform all snow plowing of the leased portion of the Premises, and to timely repair all signage, equipment, or appurtenances placed upon the Premises by Tenant. In addition, Tenant agrees to make necessary repairs to the leased portion of the Premises during the Lease Term and any extension thereof.

Section 10: Landlord's Exclusive Use. Landlord shall also receive 10 permits for parking spaces on the leased portion of the Premises, without any charge or fee, during regular school hours on days when school is in session and for other, occasional after-school and weekend school-sponsored activities. At all other times, Tenant shall have the exclusive right to use all available parking spaces constructed on the leased portion of the Premises.

Section 11: Liability Insurance. Tenant agrees to carry public liability insurance or risk management insurance, during the term of this Lease Agreement, naming Landlord as an additional insured, covering the leased portion of the Premises for injury or death to any person(s), and property damages, in an amount not less than $1,000,000 and to pay any premiums therefor and to deliver certificates of insurance thereof to Landlord.

Section 12: Landlord Insurance. Landlord agrees to carry public liability insurance or risk management insurance, during the term of this Lease Agreement, naming Tenant as an additional insured, covering the Premises for injury or death to any person(s), and property

damages, in an amount not less than $1,000,000 and to pay any premiums therefor and to deliver certificates of insurance thereof to Tenant. Landlord shall have no liability for, nor any responsibility to insure against the loss, theft, damage, or destruction of any personalty or improvements placed on the Premises by Tenant or its employees, licensees, permittees, or invitees.

Section 13: Indemnification: Tenant will indemnify Landlord and its officers, employees, and agents or their successors or assigns, and save them harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of or in connection with the occupancy or use by Tenant of the leased portion of the Premises or any part thereof, or occasioned by any act or omission of Tenant, its agents, contractors, employees, or servants. Landlord will indemnify Tenant and its officers, employees, and agents or their successors or assigns, and save them harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of or in connection with the use by Landlord of the leased portion of the Premises or any part thereof or occasioned by any act or omission of Landlord, its agents, contractors, employees, or servants. In case Landlord or its officers, employees, or agents, or their successors or assigns, shall, without fault on their part, be made a party to any litigation commenced by or against Tenant or its officers, employees, agents, or students, then Tenant shall protect and hold Landlord and its officers, employees, and agents, or their successor or assigns, harmless and shall pay all costs, expenses, and reasonable attorney's fees incurred or paid by them in connection with such litigation not otherwise covered by public liability insurance or risk management insurance.

Section 14: Assignment and Subletting. Tenant shall not sell, assign, hypothecate, sublet, or transfer this Lease Agreement or Tenant's interest hereunder, or subject the leased portion of the Premises or any part thereof, to be used for any purpose other than for the Permitted Use, without the prior written consent of Landlord in each instance. Such consent by Landlord in one instance shall not be construed as relieving Tenant from obtaining the express written consent of Landlord in each subsequent instance. Every assignee, sublessee, or transferee shall use the leased portion of the Premises only for the Permitted Use.

Section 15: Termination. Tenant may terminate this Lease Agreement at any time without cause. If so terminated, such termination shall be effective upon 30 days written notice to the Landlord. Landlord may terminate this Lease Agreement at any time for default or breach by Tenant of any obligation under this Lease Agreement; provided that Landlord shall give written notice to Tenant of such default or breach and Tenant shall have 30 days after the date of such notice to cure such default or breach. Notwithstanding any provision herein to the contrary, Landlord may also terminate this Lease Agreement upon six months' prior written notice to Tenant, if Landlord determines that the Premises are required for the operation of Hinsdale Middle School.

Section 16: Local Ordinances and Regulations. Tenant will in every respect comply with applicable local codes and ordinances.

Section 17: Rights and Remedies. The various rights and remedies granted in this Lease Agreement to Landlord and Tenant shall be cumulative and in addition to any other remedies Landlord and Tenant may be entitled to by law, and the exercise of one or more rights or remedies shall not impair Landlord's or Tenant's right to exercise any other right or remedy.

Section 18: Surrender of Premises. At the termination of this Lease Agreement, Tenant shall surrender the Premises to Landlord in as good condition and repair as reasonable and proper use thereof would permit. At the end of the term hereof, Tenant may, within 30 days, remove any equipment or personal property placed on the Premises by Tenant.

Section 19: Severability. Any provision of this Lease Agreement that shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

Section 20: Waiver. No waiver by Landlord of any provision of this Lease Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision.

Section 21: Entire Agreement; Amendments. This Lease Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and no prior agreement or understanding with regard to any such matter shall be effective for any purpose. No provision of this Lease Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

Section 22: Taxes. If the Premises, or any part thereof, are determined to be used for non-exempt purposes and become subject to taxation, Tenant shall be responsible for the payment of any taxes assessed for the Lease Term, and said taxes shall constitute additional rent due hereunder and shall be payable at the time said taxes are due. Landlord and Tenant each shall have the right to challenge, at their own expense, any loss of tax exempt status of the Premises or any part thereof.

Section 23: Notices. Any notice required or permitted to be given under this Lease Agreement shall be in writing and may be given personally, by facsimile or by first-class mail,

postage prepaid, addressed to Tenant or to Landlord at the address noted below the signature of the respective parties' representatives, as the case may be. Either party may by written notice to the other specify a different address for notice purposes.

IN WITNESS WHEREOF the parties hereto have duly approved and, by their duly authorized representatives, signed and sealed this Lease Agreement in DuPage County, Illinois on the date first above written.

TENANT:

VILLAGE OF HINSDALE

By: _____
President

ATTEST: _____
Clerk, Deputy

Village of Hinsdale
Attention: Village Manager
19 East Chicago Avenue
Hinsdale, Illinois 60521
Facsimile No. (630) 789-7015

LANDLORD:

BOARD OF EDUCATION
COMMUNITY CONSOLIDATED
SCHOOL DISTRICT NO. 181

By: _____
President

ATTEST: _____
Secretary

Community Consolidated School
District No. 181
Attention: President, Board of Education
1010 Executive Court, Suite 100
Westmont, IL 60559
Facsimile No. (630) 887-1079

rs7\sd181du\Agreements\HMS_PkgLotLeaseAgr_032309.doc

S Garfield St
Orange Shopper Lot
(Village Owned)
District 181 (20 Spaces north row)
Hinsdale Middle School
District 181
Property
Leased to
Village (54
Spaces)
S Washington St
Red Permit Area
10 spaces purchased by District 181)
2 hour Parking (Village allows Middle School Staff Parking all day)
North
Figure 1 Middle School Staff Parking
S Lincoln St
Google

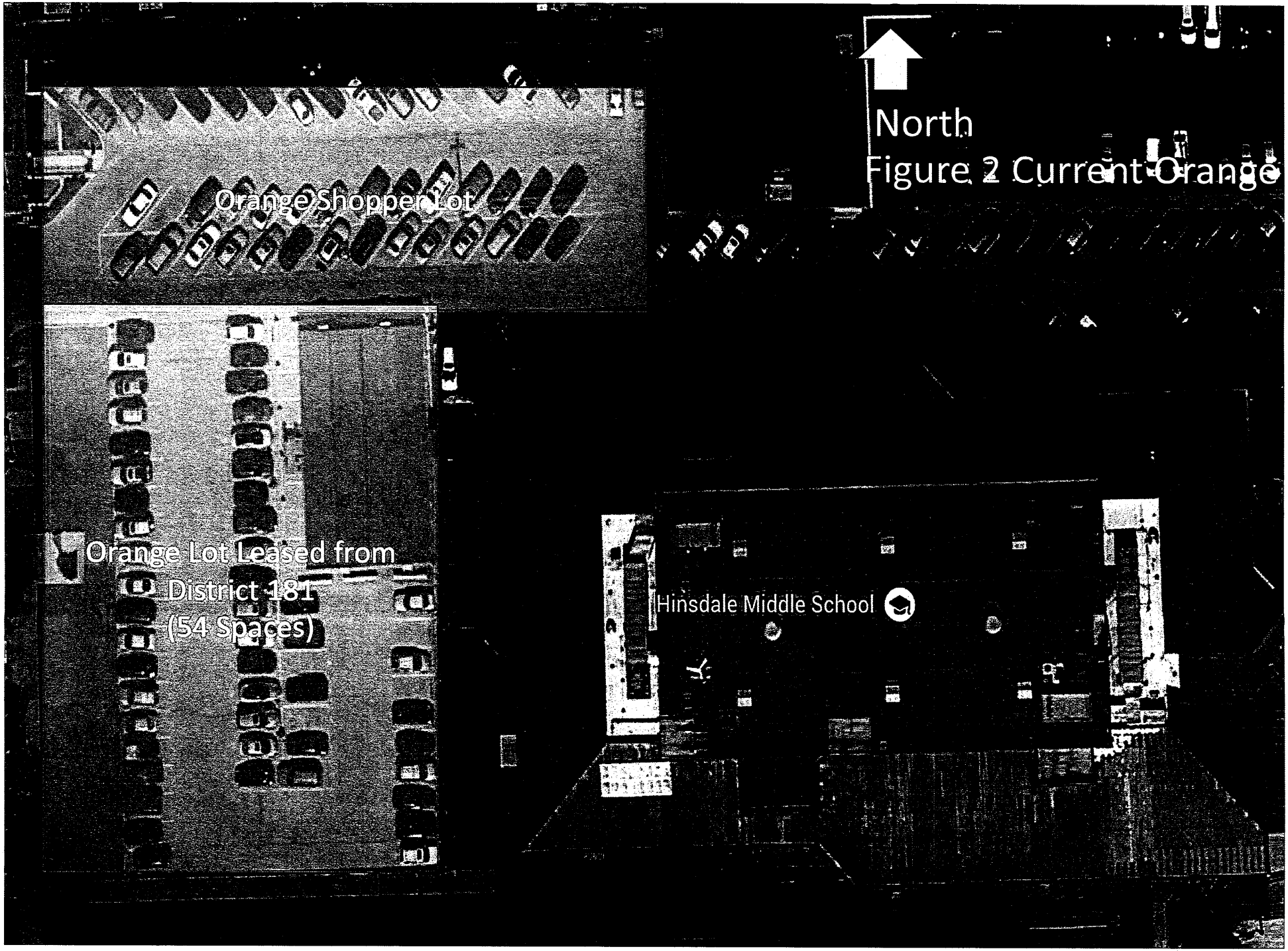
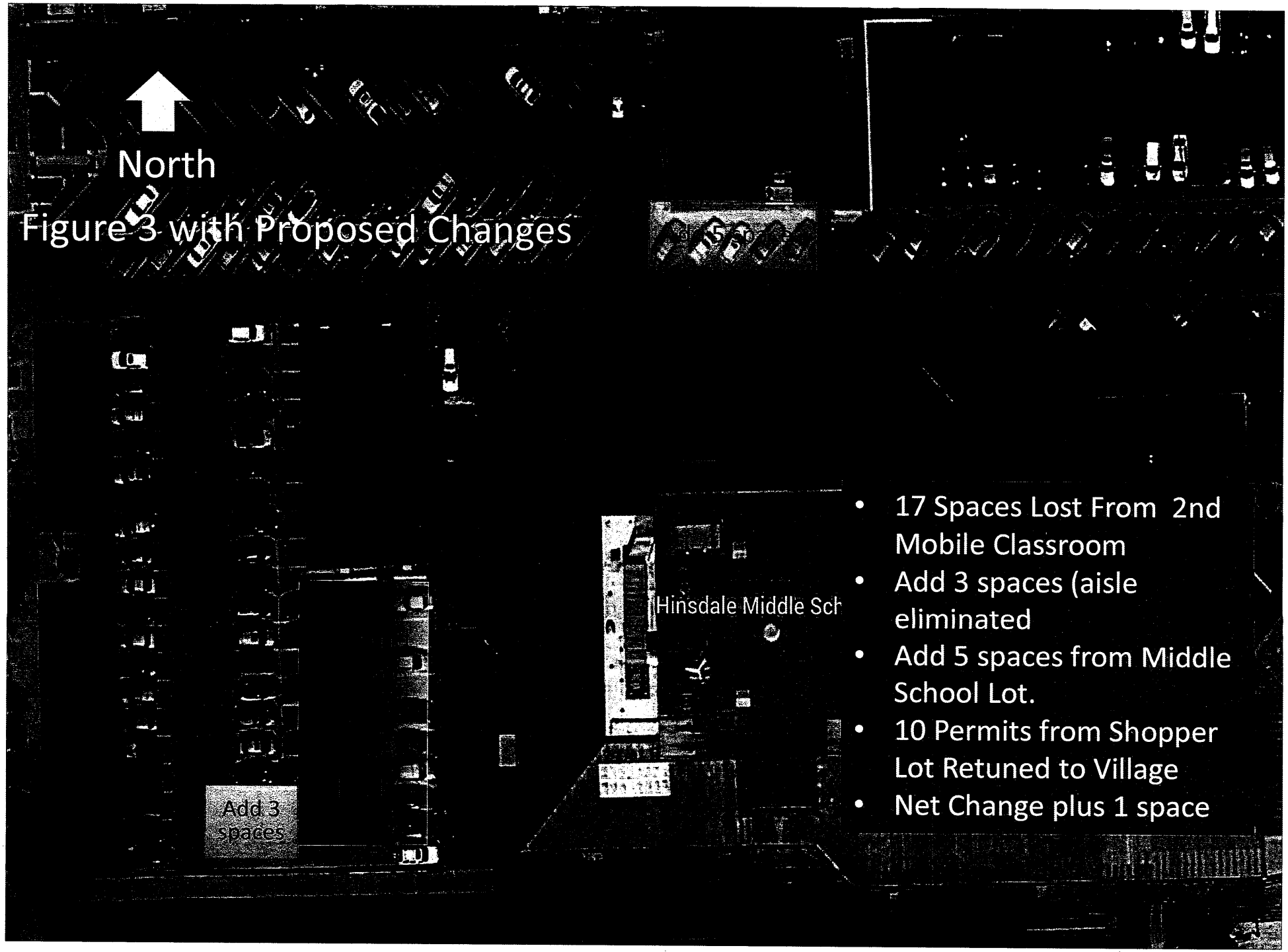


Figure 2 Current Orange


North
Figure 3 with Proposed Changes
Hinsdale Middle Sch
Add 3 spaces
• 17 Spaces Lost From 2nd Mobile Classroom
• Add 3 spaces (aisle eliminated
• Add 5 spaces from Middle School Lot.
• 10 Permits from Shopper Lot Retuned to Village
• Net Change plus 1 space

8e

DATE: May 19, 2015

REQUEST FOR BOARD ACTION

AGENDA **SECTION NUMBER** First Reading – ZPS	**ORIGINATING DEPARTMENT** Community Development
ITEM Amendment to International Property Maintenance Code with respect to allowable height of grass and weeds	**APPROVAL**

Staff recently noted that when the 2006 International Property Maintenance Code was adopted by the Village in 2008, an oversight was made in that no specific allowable height was specified for tall grass and weeds. This was primarily due to the fact that 2006 was the first edition in which this "add-in provision" was made a part of the Code.

Staff is recommending that the Board of Trustees amend Title 9 (Building Regulations) and limit the allowable height of grass and weeds to eight (8) inches as has historically been the case.

If the Board of Trustees finds that this request is justified, the following motion would be appropriate:

MOTION:
"To Recommend to the Board of Trustees approval of an Ordinance Amending Section 9-4-2 of the Village Code of Hinsdale Relative to Property Maintenance".

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

COMMITTEE ACTION:

BOARD ACTION:

CHAPTER 3
GENERAL REQUIREMENTS

SECTION 301
GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

301.2 Responsibility. The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

301.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302
EXTERIOR PROPERTY AREAS

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.

Exception: Approved retention areas and reservoirs.

302.3 Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of (jurisdiction to insert height in inches). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

302.5 Rodent harborage. All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.

302.7 Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

SECTION 303
SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 9-4-2 OF THE VILLAGE CODE OF HINSDALE RELATIVE TO PROPERTY MAINTENANCE

WHEREAS, the Village of Hinsdale is authorized to adopt codes by reference pursuant to Section 1-3-2 of the Illinois Municipal Code (65 ILCS 5/1-3-2); and

WHEREAS, pursuant to said authority, the Village has previously, in Title 9 (Building Regulations), Chapter 4 (Property Maintenance Code) of the Village Code of the Village of Hinsdale, adopted the International Property Maintenance Code, 2006 edition, with certain amendments, revisions and changes; and

WHEREAS, pursuant to the authority provided by Section 1-3-2 of the Illinois Municipal Code, the President and Board of Trustees of the Village of Hinsdale desire to further amend the International Property Maintenance Code, 2006 edition, relative to weed and plant growth height; and

WHEREAS, the President and Board of Trustees of the Village of Hinsdale find that it is in the best interests of the health, welfare and safety of the residents, 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 this Ordinance by this reference.

SECTION 2: Title 9 (Building Regulations), Chapter 4 (Property Maintenance Code), Section 2 (Amendments, Revisions, and Changes) of the Village Code of the Village of Hinsdale is hereby amended to add the following new amendment, revision and/or change to the International Property Maintenance Code, 2006 edition, in its proper numerical order:

"302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of eight (8) inches."

SECTION 3: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such

decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5: Except as to the Code provision set forth above in this Ordinance, all Chapters and Sections of the Village Code of the Village of Hinsdale, as amended, shall remain in full force and effect.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

PASSED this _____ day of _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2015, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

9a

DATE: May 19, 2015

AGENDA SECTION	Consent: Agenda/ACA	**ORIGINATING DEPARTMENT**	Finance
ITEM	Accounts Payable	**APPROVED**	Darrell Langlois Assistant Village Manager/Director of Finance

At the meeting of May 19, 2015 staff respectfully requests the presentation of the following motion to approve the accounts payable:

Motion: To move approval and payment of the accounts payable for the period of May 06, 2015 through May 19, 2015 in the aggregate amount of $2,520,776.89 as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.

STAFF APPROVALS

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

COMMITTEE ACTION:

BOARD ACTION:

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1586

FOR PERIOD May 06, 2015 through May 19, 2015

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of $2,520,776.89 reviewed and approved by the below named officials.

APPROVED BY _____ **DATE** 5/15/15
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY _____ **DATE** _____
VILLAGE MANAGER

APPROVED BY _____ **DATE** _____
VILLAGE TRUSTEE

Village of Hinsdale
Warrant # 1586
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	348,379.70	-	348,379.70
2009 Limited Source Bonds	32754	32,203.75	-	32,203.75
2012A Bond Fund	32755	49,481.25	-	49,481.25
2013A Bond Fund	32756	27,356.25	-	27,356.25
2014B Go Bond Fund	32757	131,132.77	-	131,132.77
Capital Project Fund	45300	403,301.23	-	403,301.23
Annual Infr Project Fund	45400	68,725.73	-	68,725.73
Water & Sewer Operations	61061	626,846.90	-	626,846.90
Water & Sewer Capital	61062	485,126.55	-	485,126.55
W/S 2008 Bond	61064	43,646.88	-	43,646.88
W/S 2014 Bond	61065	26,568.75	-	26,568.75
Escrow Funds	72100	53,200.00		53,200.00
Payroll Revolving Fund	79000	39,685.45	185,121.68	224,807.13
Total		**2,335,655.21**	**185,121.68**	**2,520,776.89**

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1586

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 5/8/2015	Village Payroll #9 - Calendar 2015	FWH	$ 47,675.19
Electronic Federal Tax Payment Systems 5/8/2015	Village Payroll #9 - Calendar 2015	FICA/MCARE	38,187.96
Illinois Department of Revenue 5/8/2015	Village Payroll #9 - Calendar 2015	State Tax Withholding	13,105.56
ICMA - 457 Plans 5/8/2015	Village Payroll #9 - Calendar 2015	Employee Withholding	16,133.72
H SA PLAN CONTRIBUTION - 5/08/2015		Employer/Employee Withholding	1,769.11
Intergovernmental Personnel Benefit Cooperative		Employer/Employee	
Illinois Municipal Retirement Fund		Employer/Employee	68,250.14
		Total Bank Wire Transfers and ACH Payments	$185,121.68

WARRANT REGISTER: 1586 DATE: 05/19/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
CHICAGO TITLE INS CO			
190673	TITLE SEARCH	15008840NC	$650.00
		Total for Check: 101861	**$650.00**
UNITED STATES POSTAL SVC			
190672	POSTAGE-OAK ST BRIDGE	66690.2	$1,244.96
		Total for Check: 101862	**$1,244.96**
AFLAC-FLEXONE			
190635	ALFAC OTHER	050815000000000	$204.62
190636	AFLAC OTHER	050815000000000	$341.40
190637	AFLAC SLAC	050815000000000	$58.41
		Total for Check: 101863	**$604.43**
BLITT & GAINES, P.C.			
190647	GARNISHMENT	050815000000000	$362.12
		Total for Check: 101864	**$362.12**
COLONIAL LIFE PROCCESSING			
190625	COLONIAL S L A C	050815000000000	$60.98
190626	COLONIAL OTHER	050815000000000	$27.63
		Total for Check: 101865	**$88.61**
I.U.O.E.LOCAL 150			
190642	LOCAL 150 UNION DUES	050815000000000	$884.99
		Total for Check: 101866	**$884.99**
ILLINOIS FRATERNAL ORDER			
190628	UNION DUES	050815000000000	$688.00
		Total for Check: 101867	**$688.00**
NATIONWIDE RETIREMENT SOL			
190629	USCM/PEBSCO	050815000000000	$123.78
190630	USCM/PEBSCO	050815000000000	$1,575.00
		Total for Check: 101868	**$1,698.78**
NATIONWIDE TRUST CO.FSB			
190638	PEHP UNION 150	050815000000000	$343.33
190639	PEHP REGULAR	050815000000000	$2,180.20
190640	ACCRUED SK PEHP BONUS	050815000000000	$27,806.53
190641	PEHPPD	050815000000000	$538.57
		Total for Check: 101869	**$30,868.63**
NCPERS GRP LIFE INS#3105			
190627	LIFE INS	050815000000000	$288.00
		Total for Check: 101870	**$288.00**
STATE DISBURSEMENT UNIT			
190643	CHILD SUPPORT	050815000000000	$313.21
		Total for Check: 101871	**$313.21**
STATE DISBURSEMENT UNIT			
190644	CHILD SUPPORT	050815000000000	$585.00
		Total for Check: 101872	**$585.00**
STATE DISBURSEMENT UNIT			
190645	CHILD SUPPORT	050815000000000	$230.77
		Total for Check: 101873	**$230.77**
STATE DISBURSEMENT UNIT			
190646	CHILD SUPPORT	050815000000000	$764.77

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 101874	**$764.77**
STATE DISBURSEMENT UNIT			
190648	CHILD SUPPORT	050815000000000	$175.00
		Total for Check: 101875	**$175.00**
STATE DISBURSEMENT UNIT			
190649	CHILD SUPPORT	050815000000000	$923.07
		Total for Check: 101876	**$923.07**
VILLAGE OF HINSDALE			
190631	MEDICAL REIMBURSEMENT	050815000000000	$677.49
190632	DEP CARE REIMB.F/P	050815000000000	$20.83
190633	MEDICAL REIMBURSEMENT	050815000000000	$359.58
190634	DEP CARE REIMBURSEMENT	050815000000000	$152.17
		Total for Check: 101877	**$1,210.07**
TWO BROTHERS ROUNDHOUSE			
190745	POLAR EXPRESS DEPOSIT	05012015	$1,175.00
		Total for Check: 101878	**$1,175.00**
A LAMP CONCRETE			
190926	2015 RECONSTRUCTION	14991	$32,652.81
190926	2015 RECONSTRUCTION	14991	$17,726.96
190926	2015 RECONSTRUCTION	14991	$10,559.41
		Total for Check: 101879	**$60,939.18**
ABC COMMERCIAL MAINT SERV			
190887	KLM CLEANING	091	$1,196.00
		Total for Check: 101880	**$1,196.00**
ALL CLEANERS			
190790	CUSTODIAL SERVICES	043015-HINSDALE	$1,530.00
190790	CUSTODIAL SERVICES	043015-HINSDALE	$1,345.00
190790	CUSTODIAL SERVICES	043015-HINSDALE	$1,951.00
190790	CUSTODIAL SERVICES	043015-HINSDALE	$540.00
		Total for Check: 101881	**$5,366.00**
ALLETTO, FRANK J			
190898	PARK DEDICATION	05192015	$300.00
		Total for Check: 101882	**$300.00**
AMALGAMATED BK OF CHICAGO			
190766	BOND INTEREST	5421	$26,568.75
190767	BOND INTEREST	5164	$27,356.25
190768	BOND INTEREST	4992	$49,481.25
190769	BOND INTEREST	3962	$32,203.75
190770	BOND INTEREST	3943	$43,646.88
190771	BOND INTEREST	5503	$131,132.77
		Total for Check: 101883	**$310,389.65**
AMERICAN MESSAGING			
190928	VEECK PAGER	U1153710PE	$169.75
		Total for Check: 101884	**$169.75**
ANDRES MEDICAL BILLING LT			
190727	MONTHLY FEES	135276	$1,905.81
		Total for Check: 101885	**$1,905.81**
APTEAN, INC.			

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
190917	MONTHLY FEES	RI-715717	$4,333.56
190917	MONTHLY FEES	RI-715717	$780.50
190917	MONTHLY FEES	RI-715717	$780.50
190918	MONTHLY FEES	RI-716156	$4,333.56
190918	MONTHLY FEES	RI-716156	$780.50
190918	MONTHLY FEES	RI-716156	$780.50
		Total for Check: 101886	**$11,789.12**
APWA ASSOCIATION			
190861	MEMBERSHIP	688933	$179.00
		Total for Check: 101887	**$179.00**
ARAMARK UNIFORM SERVICES			
190776	UNIFORMS	2080020470	$21.76
190776	UNIFORMS	2080020470	$69.94
190776	UNIFORMS	2080020470	$36.06
190776	UNIFORMS	2080020470	$23.27
190776	UNIFORMS	2080020470	$41.42
190776	UNIFORMS	2080020470	$73.78
190880	SEASONAL SHIRTS	16218101	$172.50
190880	SEASONAL SHIRTS	16218101	$5.00
190880	SEASONAL SHIRTS	16218101	$238.75
190880	SEASONAL SHIRTS	16218101	$238.75
190880	SEASONAL SHIRTS	16218101	$192.50
190880	SEASONAL SHIRTS	16218101	$192.50
190901	UNIFORMS	16217899	$145.22
190913	UNIFORMS	16215499	$462.50
190914	UNIFORMS	16213321	$92.50
190914	UNIFORMS	16213321	$5.00
190914	UNIFORMS	16213321	$370.00
190914	UNIFORMS	16213321	$205.00
190914	UNIFORMS	16213321	$457.00
190915	UNIFORMS	16217899	$55.50
		Total for Check: 101888	**$3,098.95**
BEARY LANDSCAPING, INC			
190838	KLM SOD	32206B	$1,300.00
190921	SPRING CLEAN UP	32264B	$7,162.43
190922	SPRING CLEAN UP	32097B	$813.00
190922	SPRING CLEAN UP	32097B	$1,589.00
190923	SPRING CLEAN UP	32144B	$2,887.57
190923	SPRING CLEAN UP	32144B	$43.00
190924	SPRING CLEAN UP	32144B	$419.43
		Total for Check: 101889	**$14,214.43**
BIG DELICIOUS PLANET, INC			
190813	CATERER EN150411	22249	$500.00
		Total for Check: 101890	**$500.00**
BONO CSR KATHLEEN W.			
190787	PUBLIC HEARINGS	6776	$1,022.00
		Total for Check: 101891	**$1,022.00**
BORCHARDT, ROBERT			

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
190800	CONT BD 631 S THURLOW	22115	$500.00
		Total for Check: 101892	**$500.00**
CCP INDUSTRIES INC			
190721	HAND SOAP	IN01472975	$104.74
190722	CLEANING SUPPLIES	IN01472950	$47.00
		Total for Check: 101893	**$151.74**
CDW-GOVERNMENT INC.			
190687	CAMERA VIDEO CAPTURE	VD06453	$35.78
		Total for Check: 101894	**$35.78**
CHICAGO METROPOLITAN			
190761	2015-16 CONTRIBUTION	67950	$160.98
		Total for Check: 101895	**$160.98**
CINTAS CORPORATION 769			
190608	FLOOR MATS/SHOP TOWELS	769584558	$54.54
190608	FLOOR MATS/SHOP TOWELS	769584558	$54.16
190608	FLOOR MATS/SHOP TOWELS	769584558	$33.21
190608	FLOOR MATS/SHOP TOWELS	769584558	$73.95
190608	FLOOR MATS/SHOP TOWELS	769584558	$23.60
190774	FLOOR MATS/SHOP TOWELS	769588059	$54.54
190774	FLOOR MATS/SHOP TOWELS	769588059	$76.98
190774	FLOOR MATS/SHOP TOWELS	769588059	$33.21
190774	FLOOR MATS/SHOP TOWELS	769588059	$128.11
190774	FLOOR MATS/SHOP TOWELS	769588059	$23.60
		Total for Check: 101896	**$555.90**
CLARK BAIRD SMITH LLP			
190925	LEGAL FEES	5930	$2,112.50
		Total for Check: 101897	**$2,112.50**
CLOWNING AROUND ENTERTNMT			
190746	JULY 4TH DEPOSIT	28834	$1,462.00
		Total for Check: 101898	**$1,462.00**
CNH INDUSTRIAL			
190816	KLM SEC DEPOSIT EN150421	22753	$250.00
		Total for Check: 101899	**$250.00**
COLLEY ELEVATOR COMPANY			
190919	ELEVATOR MODERNIZATION	138155	$38,796.00
		Total for Check: 101900	**$38,796.00**
COMCAST			
190868	FIRE	8771201110036781	$162.90
190869	WATER	8771201110036815	$112.90
190870	KLM	8771201110036807	$102.85
190871	VILLAGE HALL	8771201110036757	$247.69
190872	POOL	8771201110037136	$147.45
		Total for Check: 101901	**$773.79**
COMED			
190688	WATER TOWER	0015093062-4/15	$279.49
190689	ELEANOR PARK	0075151076-4/15	$675.11
190690	WARMING HOUSE/PADDLE HUT	0203017056-4/15	$140.38
190691	CHESTNUT PARKING	0203065105-4/15	$51.73

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
190692	CLOCK TOWER	0381057101-4/15	$31.42
190693	314 SYMONDS DR	0417073048-4/15	$358.10
190694	FOUNTAIN	0471095066-4/15	$64.77
190695	BURLINGTON PARK	0499147045-4/15	$41.06
190696	ROBBINS PARK	0639032045-4/15	$21.24
190697	21 SPINNING WHEEL	1131101044-4/15	$31.42
190698	WASHINGTON	2378029015-4/15	$54.64
190699	VEECK PARK	2425068008-4/15	$477.77
190700	WASHINGTON PARKING LOT	2838114008-4/15	$50.58
190701	VEECK PARK-WP	3454039030-4/15	$798.80
190702	BURLINGTON PARK	6583006139-4/15	$31.42
190703	NS CBQ RR	7011157008-4/15	$35.50
190704	PIERCE PARK	7011378007-4/15	$756.34
190705	KLM LODGE 80/20	7093551008-4/15	$1,295.06
190706	KLM LODGE 80/20	7093551008-4/15	$323.76
190707	CENTER FOR THE ARTS	7093550127-4/15	$71.80
190708	SAFETY TOWN	7261620005-4/15	$22.26
190709	ROBBINS PARK	8521083007-4/15	$136.40
190710	TRAIN STATION	8521342001-4/15	$470.35
190711	WATER PLANT	8521400008-4/15	$37.96
190712	BROOK PARK	8605174005-4/15	$253.65
190713	POOL	8605437007-4/15	$441.14
190714	ELEANOR PARK	8689206002-4/15	$62.94
190715	STOUGH PARK	8689480008-4/15	$21.24
190716	BURNS FIELD	8689640004-4/15	$23.09
190860	TRAFFIC SIGNALS	1653148069	$40.87
		Total for Check: 101902	**$7,100.29**
CONSTELLATION NEWENERGY			
190903	908 ELM	0023836030	$437.54
190904	TRANSFORMER	0023920722	$1,587.95
190905	STREET LIGHTING	0023816521	$510.81
190906	217 SYMONDS	0023817675	$1,462.52
190907	225 SYMONDS	0023817675	$1,365.62
190908	121 SYMONDS	0023817675	$1,214.06
190909	500 W HINSDALE	0023817675	$321.27
190910	5901 S COUNTY LINE RD	0023817675	$1,274.44
		Total for Check: 101904	**$8,174.21**
COOK COUNTY TREASURER			
190606	FLASHING BEACON-60TH	2015-1	$24.00
		Total for Check: 101905	**$24.00**
COURTNEYS SAFETY LANE			
190671	INSPECTIONS #1014	102695	$35.00
190835	DOT INSPECTION #5,9	102678	$70.00
190836	DOT INSPECTION #16	102685	$35.00
		Total for Check: 101906	**$140.00**
CURRENT TECHNOLOGIES			
190840	IP PROJECT	713354	$1,687.50
190841	REMOTE SUPPORT	713349	$776.25

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
190841	REMOTE SUPPORT	713349		$270.00
190877	IP PROJECT	713354		$4,050.00
190877	IP PROJECT	713354		$135.00
		Total for Check:	**101907**	**$6,918.75**
DANMAR				
190623	KLM PAINTING	18405		$495.00
190624	KLM PAINTING	18406		$495.00
		Total for Check:	**101908**	**$990.00**
DARLING/TORVAC				
190842	DRAIN CLEANING	090:831603		$1,245.00
		Total for Check:	**101909**	**$1,245.00**
DIRECT ADVANTAGE INC				
190875	MARKETING AND PROMOTION	1216		$11,445.00
		Total for Check:	**101910**	**$11,445.00**
DOCU-SHRED, INC.				
190896	SHREDDING	35228		$80.00
		Total for Check:	**101911**	**$80.00**
DU-COMM				
190754	QUARTERLY SHARES 5/1-7/31	15444		$66,342.00
		Total for Check:	**101912**	**$66,342.00**
DUMEG				
190753	FY16 FAIR SHARE CONTRIBUT	05012015		$13,000.00
		Total for Check:	**101913**	**$13,000.00**
DUPAGE TOPSOIL, INC.				
190782	BLACK DIRT	040158		$325.00
		Total for Check:	**101914**	**$325.00**
DUPAGE WATER COMMISSION				
190844	WATER CHARGES-APR	10874		$310,152.83
		Total for Check:	**101915**	**$310,152.83**
ELANA BEHAR				
190893	REFUND	135206		$280.00
		Total for Check:	**101916**	**$280.00**
EMERGENCY COMMUNICATIONS				
190758	CODE RED ANNUAL FEE	ECN-019126		$5,000.00
		Total for Check:	**101917**	**$5,000.00**
FCWRD				
190610	SEWER	008919-000-04/15		$51.17
		Total for Check:	**101918**	**$51.17**
FIRE PROTECTION COMPANY				
190615	INSPECTIONS	20924		$196.00
190615	INSPECTIONS	20924		$196.00
190615	INSPECTIONS	20924		$196.00
190615	INSPECTIONS	20924		$196.00
190615	INSPECTIONS	20924		$196.00
		Total for Check:	**101919**	**$980.00**
FIRESTONE STORES				
190620	MOUNT/BALANCE TIRE	106321		$9.50
190660	TIRE	106262		$139.15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
190891	TIRES - SQUAD 41	106508	$531.40
		Total for Check: 101920	**$680.05**
FIRST COMMUNICATIONS, LLC			
190616	TELEPHONE	12758851	$320.14
190616	TELEPHONE	12758851	$767.16
190616	TELEPHONE	12758851	$446.49
190616	TELEPHONE	12758851	$191.35
190616	TELEPHONE	12758851	$110.29
190616	TELEPHONE	12758851	$230.78
190616	TELEPHONE	12758851	$62.79
		Total for Check: 101921	**$2,129.00**
FOX VALLEY FIRE & SAFETY			
190597	FIRE EXTINGUISHER SERVICE	905271	$273.35
		Total for Check: 101922	**$273.35**
FRANKEL, TED			
190820	CLASS REFUND	134993	$550.00
		Total for Check: 101923	**$550.00**
FULLERS SERVICE CENTER IN			
190778	OIL CHANGE #40	31730782976	$46.90
190779	OIL CHANGE #42	51740875520	$46.90
190784	CAR WASHES	04302015	$136.00
		Total for Check: 101924	**$229.80**
FULTON TECHNOLOGIES			
190899	WARNING SIREN RADIO EQUIP	U-20150113	$9,300.00
		Total for Check: 101925	**$9,300.00**
GALASSI, KARI & NICHOLAS			
190802	ST MGMT BD 610 W HICKORY	21476	$3,000.00
		Total for Check: 101926	**$3,000.00**
GALASSI, KARI & NICHOLAS			
190803	CONT BD 610 W HICKORY	21475	$10,000.00
		Total for Check: 101927	**$10,000.00**
GALLS/QUARTERMASTER			
190881	UNIFORMS	003438196	$58.62-
190882	UNIFORMS	003438327	$20.00-
190883	UNIFORMS	003402410	$58.62
190884	UNIFORMS	003377932	$752.98
190885	UNIFORMS	003421511	$264.08
		Total for Check: 101928	**$997.06**
GRAINGER, INC.			
190729	PPE STORAGE CABINET	9728950545	$391.05
190848	TOILET REPAIR PARTS	9720130260	$88.29
190859	UTILITY PUMP	9628123573	$145.35
190902	BATTERIES	9722616340	$594.72
		Total for Check: 101929	**$1,219.41**
GURZYNSKI, RICHARD			
190819	REFUND	4065	$15.00
		Total for Check: 101930	**$15.00**
HARDIN PAVING SERVICES			

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
190929	2014 RESURFACING (MPI)	1404403		$68,725.73
190932	2015 MPI RESURFACING	1500501		$254,639.48
		Total for Check:	**101931**	**$323,365.21**
HASTY AWARDS				
190757	TOWN TEAM RIBBONS	03150627		$611.48
		Total for Check:	**101932**	**$611.48**
HD SUPPLY WATERWORKS,LTD				
190733	TAPPING CLAMPS	D765834		$498.00
190734	CLAMPS	D800272		$804.00
190736	WATER METERS	D788071		$1,050.00
190737	SEWER PIPE	D658407		$333.60
190738	COUPLINGS	D611300		$424.00
190739	TAPPING BRASS AND CLAMPS	D678728		$4,058.37
190740	TAPPING BRASS AND CLAMPS	D807634		$119.10-
190920	AMR WATER METER PROJECT	D852540		$196,968.00
		Total for Check:	**101933**	**$204,016.87**
HERITAGE CRYSTAL CLEAN				
190837	PARTS WASHER SERVICE	13432966		$405.81
		Total for Check:	**101934**	**$405.81**
HILDEBRAND SPORTING GOODS				
190720	NAME PLATE	07057		$17.00
		Total for Check:	**101935**	**$17.00**
HINSDALE FOREIGN FIRE				
190683	TRAINING MEALS	04202015		$191.11
		Total for Check:	**101936**	**$191.11**
HINSDALE NURSERIES, INC.				
190619	ARBOR DAY TREE	1490689		$201.00
		Total for Check:	**101937**	**$201.00**
HOBBY LOBBY CORPORATE				
190846	KLM	49063023		$14.97
		Total for Check:	**101938**	**$14.97**
HOMECRAFTERS				
190806	CONT BD 15 E HICKORY	22094		$4,000.00
		Total for Check:	**101939**	**$4,000.00**
HOMER TREE CARE, INC				
190886	TREE REMOVAL	17105		$11,590.00
		Total for Check:	**101940**	**$11,590.00**
HOMEWERKS CONSTRUCTION				
190796	CONT BD 410 S BRUNER	21213		$1,000.00
		Total for Check:	**101941**	**$1,000.00**
HOMEWERKS CONSTRUCTION				
190797	CONT BD 410 S BRUNER	20955		$3,500.00
		Total for Check:	**101942**	**$3,500.00**
HONAN, LOIS				
190811	KLM REFUND EN150426	21888		$500.00
		Total for Check:	**101943**	**$500.00**
HR GREEN INC				
190845	OAK ST BRIDGE PHASE 3	1-98033		$2,288.20

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
190927	BRIDGE INSPECTIONS	98176	$2,144.47
		Total for Check: 101944	**$4,432.67**
HUNT PRINTING			
190756	2015 POOL SIGNS	116677	$124.09
		Total for Check: 101945	**$124.09**
ICE MOUNTAIN WATER			
190834	BOTTLED WATER	05D012076023	$57.86
		Total for Check: 101946	**$57.86**
ILLINOIS ENVIRONMENTAL			
190744	PRINCIPAL & INTEREST	4	$77,056.37
190744	PRINCIPAL & INTEREST	4	$19,375.53
		Total for Check: 101947	**$96,431.90**
ILLINOIS GIRLS LACROSSE			
190717	GIRLS LACROSSE	695	$5,627.00
190788	GIRLS LACROSSE	695	$12,244.00
		Total for Check: 101948	**$17,871.00**
INDUSTRIAL ELECTRIC			
190726	RADIO PARTS	233370	$52.00
		Total for Check: 101949	**$52.00**
INSTITUTE IN BASIC LIFE			
190596	ANNUAL REPORT PRINTING	20150078	$225.00
190725	PHONE NUMBER STICKERS	20150078-1	$30.00
		Total for Check: 101950	**$255.00**
INTERNATIONAL CODE COUNCI			
190718	BUILDING SAFETY MATERIALS	INV0555225	$131.00
		Total for Check: 101951	**$131.00**
INTERNATIONAL EXTERMINATO			
190775	PEST CONTROL	51593296	$40.00
190775	PEST CONTROL	51593296	$40.00
190775	PEST CONTROL	51593296	$113.00
190775	PEST CONTROL	51593296	$40.00
190775	PEST CONTROL	51593296	$40.00
		Total for Check: 101952	**$273.00**
INTERSTATE BILLING SERVIC			
190730	FILTER COVER BOLTS #22	97587876	$16.08
190843	TRUCK REPAIR #5	97619817	$342.88
		Total for Check: 101953	**$358.96**
IPAC			
190748	MEMBERSHIP 2015-2016	05012015	$50.00
		Total for Check: 101954	**$50.00**
IRMA			
190728	MONTHLY PREMIUMS	SALES0014207	$6,890.00
190728	MONTHLY PREMIUMS	SALES0014207	$522.48
190728	MONTHLY PREMIUMS	SALES0014207	$153.00
190728	MONTHLY PREMIUMS	SALES0014207	$1,693.70-
		Total for Check: 101955	**$5,871.78**
J CONGDON SEWER SERVICE			
190931	2014 WATER MAIN	280	$180,093.54

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 101956	**$180,093.54**
J G UNIFORM & CAREER			
190723	UNIFORMS	36760	$120.00
		Total for Check: 101957	**$120.00**
JAMES J BENES & ASSOC INC			
190686	PLAN REVIEWS	04252015	$9,951.93
190839	2014 RESURFACING CONST OB	04302015	$16,598.99
		Total for Check: 101958	**$26,550.92**
JEPSEN, PAUL C			
190823	WATER REFUND	3110283	$955.52
		Total for Check: 101959	**$955.52**
JIANG, JING			
190801	CONT BD 730 N ELM	21988	$1,200.00
		Total for Check: 101960	**$1,200.00**
JOHN NERI CONSTRUCTION IN			
190930	2015 RESURFACING	PAY REQUEST #2	$97,121.75
190930	2015 RESURFACING	PAY REQUEST #2	$126,404.55
190930	2015 RESURFACING	PAY REQUEST #2	$150,342.09
		Total for Check: 101961	**$373,868.39**
JOHNSTONE SUPPLY			
190864	ICE MACHINE PART	439397	$44.50
		Total for Check: 101962	**$44.50**
KARPECK, BRENT			
190822	REFUND	05072015	$225.00
		Total for Check: 101963	**$225.00**
KISCHER, MARY			
190810	KLM REFUND EN 150425	21874	$500.00
		Total for Check: 101964	**$500.00**
KLEIN, ALEXANDRA B			
190851	SPRINKLER REPAIR	687	$54.60
		Total for Check: 101965	**$54.60**
KRAUSE, MICHELLE			
190818	KLM SEC DEP EN150418	22244	$250.00
		Total for Check: 101966	**$250.00**
LARSON, KENNETH			
190809	KLM REFUND EN 150425	22243	$200.00
		Total for Check: 101967	**$200.00**
MAGIC OF GARY KANTOR			
190789	MAGIC CLASS	04272015	$14.00
		Total for Check: 101968	**$14.00**
MCLAUGHLIN, CHARLES			
190817	KLM SEC DEP EN150419	22752	$250.00
		Total for Check: 101969	**$250.00**
MENARDS			
190747	ASSORTED HARDWARE	97414	$34.87
190747	ASSORTED HARDWARE	97414	$101.84
190747	ASSORTED HARDWARE	97414	$94.93
190747	ASSORTED HARDWARE	97414	$121.71

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 101970	**$353.35**
MIDWEST POWER VAC			
190785	VEECK PARK TANK CLEANING	214389	$4,800.00
		Total for Check: 101971	**$4,800.00**
MIDWEST SPORT SURFACES			
190878	BURNS FIELD POWER WASHING	04282015	$1,800.00
		Total for Check: 101972	**$1,800.00**
MOLIDOR CUSTOM BUILDERS			
190795	CONT BD 5523 S GARFIELD	21747	$3,000.00
		Total for Check: 101973	**$3,000.00**
MOORE, VALERIE			
190815	KLM REFUND EN150424	21882	$300.00
		Total for Check: 101974	**$300.00**
MOTOROLA SOLUTIONS			
190897	MONTHLY CHARGES	178273312015	$34.00
		Total for Check: 101975	**$34.00**
NAMEPLATE & PANEL			
190657	PLANT LABELS	189542	$292.00
		Total for Check: 101976	**$292.00**
NAPA AUTO PARTS			
190600	CORE DEPOSIT CREDIT	332970	$53.19-
190601	AIR FILTER #5	370105	$61.87
190602	HORN FOR # 9	370283	$17.49
190603	RESISTOR FOR # 6	332188	$25.69
190611	BALL JOINT - FORD TRUCK	370052	$600.00
190661	REBUILD KITS FOR E-BRAKES	370644	$66.52
190662	FILTERS #1012	370672	$82.40
190772	OIL FILTER #12	371566	$26.88
190773	FUEL FILTER #12	371660	$35.26
190892	SHOCK ABSORBERS - #16	371286	$59.98
		Total for Check: 101977	**$922.90**
NEOPOST USA INC			
190888	POSTAGE TAPE	14549418	$30.99
		Total for Check: 101978	**$30.99**
NICOR GAS			
190855	121 SYMONDS	38466010006	$40.93
190855	121 SYMONDS	38466010006	$40.93
190856	YOUTH CENTER	90077900000	$120.87
190857	350 N VINE	13270110003	$147.13
		Total for Check: 101979	**$349.86**
NORMANDY BUILDERS			
190793	CONT BD 5527 S PARK	22148	$1,800.00
		Total for Check: 101980	**$1,800.00**
NORTH EAST MULTI-REGIONAL			
190867	ANNUAL DUES	193744	$3,040.00
		Total for Check: 101981	**$3,040.00**
NORTHERN IL POLICE ALARM			
190759	ANNUAL ASSESSMENT	9936	$805.00

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
190760	MEMBERSHIP ASSESSMENT	9935	$400.00
		Total for Check: 101982	**$1,205.00**
OCCUPATIONAL HEALTH CTR			
190613	DRUG SCREENS	1008815290	$110.00
190614	PHYSICAL	1008815891	$131.50
		Total for Check: 101983	**$241.50**
PENCO ELECTRIC INC			
190794	CONT BD 5627 S PARK	22657	$500.00
		Total for Check: 101984	**$500.00**
PIECZYNSKI, LINDA			
190612	LEGAL-APR 2015	6404	$2,938.00
		Total for Check: 101985	**$2,938.00**
POMPS TIRE SERVICE, INC.			
190658	SCRAP TIRE REMOVAL	470025920	$90.00
190659	TIRE - #94	470025922	$141.99
		Total for Check: 101986	**$231.99**
PRAXAIR DISTRIBUTION, INC			
190876	POOL	52460414	$25.69
		Total for Check: 101987	**$25.69**
PREMIER LANDSCAPE			
190792	CONT BD 538 N GRANT	22647	$500.00
		Total for Check: 101988	**$500.00**
RAY OHERRON CO INC			
190652	UNIFORMS	1523338-IN	$110.50
190653	UNIFORMS	1523339-IN	$1,082.95
190654	UNIFORMS	1521845-IN	$2,503.14
190655	UNIFORMS	1523859-CM	$106.00-
190656	UNIFORMS	1523866-IN	$157.94
		Total for Check: 101989	**$3,748.53**
REBRAG INC			
190805	CONT BD 306 E THIRD	22454	$6,000.00
		Total for Check: 101990	**$6,000.00**
RECORD INFORMATION			
190743	PROPERY SEARCH SUBSCRIPT	38854	$575.00
		Total for Check: 101991	**$575.00**
RED WING SHOE STORE			
190674	WORK BOOTS	450000008533	$150.00
190675	WORK BOOTS	1590000006269	$150.00
		Total for Check: 101992	**$300.00**
REPUBLIC SERVICES #551			
190605	DUMPSTER SERVICE	0551-011535523	$2,269.76
		Total for Check: 101993	**$2,269.76**
ROADAFE TRAFFIC SYTEMS			
190849	PARKING SIGNS	32920	$89.19
		Total for Check: 101994	**$89.19**
ROCK ISLAND STREET CLOCK			
190663	CLOCK REPAIRS	1523	$250.00
		Total for Check: 101995	**$250.00**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
ROGOWSKI, AMY			
190807	STRMWTR BD 626 S PARK	21215	$7,607.00
		Total for Check: 101996	**$7,607.00**
RUBAN, STEVEN			
190604	STAFF/COMMAND 4/6-4/17	04292015	$104.42
190604	STAFF/COMMAND 4/6-4/17	04292015	$266.11
		Total for Check: 101997	**$370.53**
SAMS CLUB #6384			
190912	ASST SUPPLIES	58720415	$333.26
190912	ASST SUPPLIES	58720415	$103.42
190912	ASST SUPPLIES	58720415	$180.47
190912	ASST SUPPLIES	58720415	$118.51
		Total for Check: 101998	**$735.66**
SARGES RANGE SERVICE			
190850	RANGE CLEANING	SRS-35	$1,075.00
		Total for Check: 101999	**$1,075.00**
SCHEUER, JAMES G			
190804	CONT BD 521 N LINCOLN	22162	$500.00
		Total for Check: 102000	**$500.00**
SCHOOL OUTFITTERS			
190777	MOBILE CABINET	INV11682834	$454.80
		Total for Check: 102001	**$454.80**
SERVICE SPRING CO			
190622	REPLACE SPRINGS - #9	135824	$1,419.60
		Total for Check: 102002	**$1,419.60**
SIMON, LIN			
190814	KLM REFUND EN150411	22231	$500.00
		Total for Check: 102003	**$500.00**
SKOKNA, NICK			
190786	PADDLE COURT CLEANING	04302015	$1,150.00
		Total for Check: 102004	**$1,150.00**
SPALDING, MARTHA			
190812	KLM REFUND EN150404	21919	$250.00
		Total for Check: 102005	**$250.00**
SPRINT			
190685	TELEPHONE	977740515-159	$141.26
190685	TELEPHONE	977740515-159	$37.54
190685	TELEPHONE	977740515-159	$488.06
190685	TELEPHONE	977740515-159	$262.80
190685	TELEPHONE	977740515-159	$37.54
190685	TELEPHONE	977740515-159	$352.88
190685	TELEPHONE	977740515-159	$37.54
190685	TELEPHONE	977740515-159	$77.08
190685	TELEPHONE	977740515-159	$300.35
190685	TELEPHONE	977740515-159	$112.63
190685	TELEPHONE	977740515-159	$37.54
190685	TELEPHONE	977740515-159	$375.43
		Total for Check: 102006	**$2,260.65**

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER		AMOUNT PAID
STEPHANIE FRANTZ				
190609	CLASS INSTRUCTION	43015		$180.00
		Total for Check:	**102007**	**$180.00**
STERLING, NIKKENA				
190821	CLASS REFUND	134921		$69.70
		Total for Check:	**102008**	**$69.70**
STOMPER, SCOTT				
190719	POOL FLYER	0051		$45.00
190781	BROCHURE DESIGN	0052		$65.00
		Total for Check:	**102009**	**$110.00**
STONERIDGE CUSTOM HOMES				
190808	STRMWTR BD 629 S QUINCY	21454		$7,093.00
		Total for Check:	**102010**	**$7,093.00**
STREICHERS				
190916	VESTS	I1149396		$2,356.00
		Total for Check:	**102011**	**$2,356.00**
SUBURBAN FAMILY MAGAZINE				
190853	KLM AD	7422		$850.00
190854	POOL AD	7423		$850.00
		Total for Check:	**102012**	**$1,700.00**
SUBURBAN LABORATORIES, IN				
190735	WATER SAMPLES	121951		$164.12
		Total for Check:	**102013**	**$164.12**
T2 SYSTEMS				
190764	HANDHELD SOFTWARE MAINT	M004093		$404.38
		Total for Check:	**102014**	**$404.38**
TASER INTERNATIONAL				
190895	TASER BATTERY PACKS	SI1398741		$120.77
		Total for Check:	**102015**	**$120.77**
THE POLICE & SHERIFFS				
190847	ID CARD	68688		$17.49
		Total for Check:	**102016**	**$17.49**
THE SAFARILAND GROUP				
190873	ICP TRAINING	05072015		$895.00
		Total for Check:	**102017**	**$895.00**
THERMO MECHANICAL SERVICE				
190783	POOL PUMP ROOM HEATER	13069		$5,295.00
		Total for Check:	**102018**	**$5,295.00**
THOMSON REUTERS WEST				
190911	INFORMATION CHARGES-APR	831729132		$173.18
		Total for Check:	**102019**	**$173.18**
TURBA, ULKA CENK				
190799	CONT BD 723 S ADAMS	22342		$500.00
		Total for Check:	**102020**	**$500.00**
TWIN SUPPLIES LTD				
190749	FIELD LIGHT BULBS	16172		$888.00
		Total for Check:	**102021**	**$888.00**
UNCOMMON USA INC				

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
190682	INSPECTION SUPPLIES	0847438-IN	$60.00
		Total for Check: 102022	**$60.00**
UPS STORE #3276			
190669	SHIPPING	00000010479	$24.14
		Total for Check: 102023	**$24.14**
US GAS			
190670	OXYGEN	247873	$23.25
		Total for Check: 102024	**$23.25**
VERIZON WIRELESS			
190680	FD IPADS	9744354860	$1.44
190681	FIRE DEPT	9744524941	$10.04
190762	WATER DPT IPAD	974480935	$35.74
		Total for Check: 102025	**$47.22**
VERMEER ILLINOIS			
190617	STUMP GRINDER RENTAL	R09937	$210.00-
190618	STUMP GRINDER RENTAL	R09923	$1,710.00
190621	STUMP GRINDER REPAIR	S25167	$1,097.76
		Total for Check: 102026	**$2,597.76**
VILLAGE OF HINSDALE-FIRE			
190650	PETTY CASH	04302015	$51.39
190650	PETTY CASH	04302015	$37.72
190650	PETTY CASH	04302015	$53.88
190650	PETTY CASH	04302015	$13.43
190650	PETTY CASH	04302015	$21.17
		Total for Check: 102027	**$177.59**
VILLAGE OF HINSDALE-PKS			
190874	PETTY CASH-POOL	05112015	$300.00
		Total for Check: 102028	**$300.00**
VILLAGE OF HINSDALE-POLIC			
190684	PETTY CASH	04302015	$10.81
190684	PETTY CASH	04302015	$10.62
190684	PETTY CASH	04302015	$21.52
190684	PETTY CASH	04302015	$24.99
190684	PETTY CASH	04302015	$9.32
190684	PETTY CASH	04302015	$14.80
190684	PETTY CASH	04302015	$159.01
190684	PETTY CASH	04302015	$6.64
190684	PETTY CASH	04302015	$40.52
		Total for Check: 102029	**$298.23**
VILLAGE OF HINSDALE-PWL			
190865	PETTY CASH	05082015	$98.25
		Total for Check: 102030	**$98.25**
VISU SEWER OF ILLINOIS LL			
190724	SEWER TELEVISING/CLEAN	6893	$385.00
190791	SEWR TELEVISING/CLEAN	6893	$1,540.00
		Total for Check: 102031	**$1,925.00**
WAREHOUSE DIRECT INC			
190599	OFFICE SUPPLIES	2675404-0	$103.19

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
190651	TONER	2677752-0	$182.66
190664	OFFICE SUPPLIES	C2675404-0	$35.39-
190665	TONER	2682480-0	$35.39
190666	OFFICE SUPPLIES	2682790-0	$29.23
190667	PAPER	2684273-0	$30.99
190668	TONER	2683741-0	$44.54
190676	OFFICE SUPPLIES	C2649699-0	$13.79-
190677	TONER	2678379-0	$55.65
190679	OFFICE SUPPLIES	2678925-0	$40.13
190750	OFFICE SUPPLIES	2685864-0	$45.06
190780	PAPER SUPPLIES	2682518-0	$217.14
190858	PAPER	2677861-0	$43.00
190866	OFFICE SUPPLIES	2690521-0	$386.38
190879	OFFICE SUPPLIES	C2565210-0	$6.36-
		Total for Check: 102032	**$1,157.82**
WEB QA INC			
190763	SOFTWARE SUBSCRIPTION	627-150501	$8,940.00
		Total for Check: 102033	**$8,940.00**
WEST CENTRAL MUNICIPAL			
190598	TREES	0006120-IN	$8,045.00
190598	TREES	0006120-IN	$4,092.00
		Total for Check: 102034	**$12,137.00**
WIDLER ARCHITECTURAL, INC			
190798	CONT BD 228 N COUNTY LINE	22283	$2,500.00
		Total for Check: 102035	**$2,500.00**
WILLOWBROOK FORD INC			
190607	SPARE KEYS	5102537	$16.92
		Total for Check: 102036	**$16.92**
WIRFS INDUSTRIES, INC.			
190765	SPRING REPAIR #1013	31248	$5,699.50
		Total for Check: 102037	**$5,699.50**
WORLDPOINT			
190678	CPR SUPPLIES	5481439	$508.40
		Total for Check: 102038	**$508.40**
XEROX CORPORATION			
190751	FINANCE COPIER	079311329	$85.00
190752	FIRE COPIER	079311330	$85.00
		Total for Check: 102039	**$170.00**
ZEE MEDICAL			
190894	MEDICAL SUPPLIES	0100149087	$104.44
		Total for Check: 102040	**$104.44**
ZON COM PRODUCTIONS INC			
190755	JULY 4TH VIDEO DEPOSIT	990	$600.00
		Total for Check: 102041	**$600.00**
DUPAGE COUNTY COLLECTOR			
190889	1ST INSTALLMENT TAXES	09-12-129-014	$4,828.86
		Total for Check: 102042	**$4,828.86**
DUPAGE COUNTY COLLECTOR			

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
190890	1ST INSTALLMENT TAXES	09-01-420-011	$2,638.10
		Total for Check: 102043	**$2,638.10**

REPORT TOTAL $2,335,655.21

END OF REPORT

DATE: May 19, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Consent Agenda-ACA	**ORIGINATING DEPARTMENT** Administration
ITEM Approval of an Access Easement Agreement with Hinsdale Township High School District 86	**APPROVAL** Darrell Langlois Assistant Village Manager/ Finance Director

The Village's water tower, located near Hinsdale Central High School, is located on a small parcel of land owned by the Village that is surrounded by other parcels that are owned by District 86. We have an existing easement with District 86 that allows the Village access to the site via one of their parcels to maintain water services that are located there.

The Village has various lease agreements that allow the water tower to be used as a cellular antenna site and is currently collecting rent from four tenants. Each of the four tenants has had to negotiate agreements with the School District that allow them to use their property to access the Village's water tower. Last summer US Cellular, one of the current leaseholders, notified the Village of its intent to cancel its lease effective in August, 2015. They have already ceased operations at the site and their equipment has been removed from the water tower; they are still paying rent through August.

The water tower site also contains a building that was erected and paid for by the original four leaseholders that is used to house cellular equipment. The building itself contains four separate areas that are secured by four separate doors. The quadrant that separately housed the US Cellular equipment is currently unoccupied.

As memtioned in Manager's Notes on April 17, 2015, as part of the changeover of public safety communications to DuComm, there was a need to locate radio transmitting equipment on the water tower. Assistant Fire Chief McElroy approached US Cellular about using their portion of the building to house the DuComm equipment. US Cellular agreed to give their portion of the building to the Village at no cost; documents transferring ownership of ¼ of the building to the Village have recently been executed.

I approached District 86 about what was needed by them to allow the Village, DuComm, and likely contractors to use District land for access to the site for public safety communications purposes. They have proposed the attached "Access Easement Agreement" that would allow this to occur. The Village Attorney has approved the draft agreement in its current form. Village staff recommends approval.

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

Motion: To Approve an Access Easement Agreement with Hinsdale Township High School District 86.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL

COMMITTEE ACTION:
The first reading was held on May 5, 2015 and the Village Board directed that this item be placed on the Consent Agenda for approval on May 19, 2015

BOARD ACTION:

Prepared by and
After recording, return to:
James S. Levi
Hodges, Loizzi, Eisenhammer,
Rodick & Kohn LLP
3030 Salt Creek Lane, Suite 202
Arlington Heights, Illinois 60005

This space reserved for Recorder's use Only.

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is entered into this ___day of May, 2015, by and between the Board of Education of Hinsdale Township High School District No. 86, an Illinois body politic and corporate, Cook and DuPage Counties, ("Grantor") and the Village of Hinsdale, an Illinois municipal corporation, Cook and DuPage Counties, Illinois ("Village").

WHEREAS, the Grantor wishes to grant and the Village wishes to receive an access easement to install and maintain antennas utilized solely by the Village for public safety purposes on the Village's water tower, which is located on property adjacent to Hinsdale Central High School, 5500 South Grant Street, Hinsdale, Illinois, 60521 (the "Real Estate"); and

WHEREAS, the water tower at issue is located on property owned by the Village on Madison Street, Hinsdale, Illinois 60521 and identified as P.I.N 09-13-100-006 ("Water Tower"); and

WHEREAS, the Village and Board have an existing Agreement for Easements ("Prior Agreement") in place on the Real Estate that allows the Village to construct and maintain a sixteen-inch water pipe within the easement areas described in said document, which was recorded with the DuPage County Recorder on January 23, 1956 and identified as document number 787197; and

WHEREAS, the Prior Agreement contained an easement specifically for the construction and maintenance of one sixteen-inch water pipe and another easement for access purposes to the water pipe (said access easement shall be referred to herein as the "Prior Easement"); and

WHEREAS, the Board desires to permit the Village to use the Prior Easement for the purposes set forth in the Prior Agreement and also to access the Water Tower to install and maintain antennas and related equipment utilized solely for public safety purposes; and

WHEREAS, pursuant to Section 5-30 of the *School Code* (105 ILCS 5/5-30) and Section 2 of the *Local Government Property Transfer Act* (50 ILCS 605/2), the Grantor has the power to grant easements for sewer, water drainage, utility or access purposes to municipalities, corporations or persons on such terms as the school board may determine; and

WHEREAS, the Grantor deems it advisable and in the best interests of the Grantor to grant the easement hereunder.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **GRANT OF EASEMENT:** Grantor hereby grants to the Village and its successors and assigns, a permanent non-exclusive easement in, upon, across, and through the Prior Easement, which is legally described on Exhibit A attached hereto and incorporated herein, for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning, and maintaining antennas on the Water Tower that are utilized solely for public safety purposes.

2. **IMPROVEMENTS:** Except to the extent permitted by the Prior Agreement, the Village shall not construct or install any improvements of any nature whatsoever in the Prior Easement without the written consent of the Board, which it may withhold in its sole discretion.

3. **RESTORATION OF SITE**: During any use of the Prior Easement by the Village or any of its invitees, the Village shall ensure that the Prior Easement is left in a neat and presentable condition and the Village shall promptly restore the Prior Easement Area to a substantially similar condition that existed prior to the use thereof, including, but not limited to, restoring and repairing all damaged improvements, removing all debris, and replacing all trees, bushes and other foliage damaged or removed by the Village's use thereof. Notwithstanding the foregoing, the Village may not remove any trees or bushes from the Prior Easement without the prior written approval of Grantor.

4. **INDEMNIFICATION:** The Village shall indemnify and hold harmless Grantor, and its board members, employees, successors, agents and assigns ("Indemnitees") against any and all claims, costs, causes, actions, and expenses, including without limitation, attorneys' fees, which Grantor may suffer, incur or sustain as a result of, arising from or related to the Village's use of the Prior Easement or any breach of this Agreement.

5. **INSURANCE:** The Village shall maintain commercial general liability insurance throughout the duration of this Agreement, in the minimum amount of at least $2,000,000 in the aggregate and per occurrence covering any and all liability arising out of or related to this Easement Agreement. The Village shall furnish Grantor with a certificate of insurance evidencing the Village's compliance with this Paragraph and shall name the Indemnitees as additional insureds on the Village's commercial general liability insurance policy and any excess or umbrella policies maintained by the Village. The Village may utilize excess or umbrella insurance to meet the obligation of this Paragraph. All excess and umbrella policies shall follow

the underlying commercial general liability policy in all respects. To the fullest extent possible without invalidating any insurance policy required hereunder, the Village waives any right of subrogation it or any of its insurers may have against the Indemnitees. Grantor acknowledges that as of the date of this Agreement, the Village is self-insured through the Intergovernmental Risk Management Agency ("IRMA"). Grantor agrees that the Village may satisfy the insurance requirements of this Paragraph by utilizing IRMA rather than purchasing commercial policies.

6. **DEFAULT**: In the event that the Village fails to comply with any of the terms of this Agreement, the Village shall be considered in default and the Grantor may take any action in law or equity to enforce compliance with the terms of this Agreement. In the event Grantor incurs any expenses, fees or costs whatsoever, including attorney fees, as a result of, arising out of related to a default by the Village, the Village shall be responsible for such expenses, fees or costs and shall reimburse Grantor immediately upon demand for such expenses, fees or costs.

7. **BINDING EFFECT AND AMENDMENTS:** This Agreement shall bind and insure to the benefit of the respective parties, personal representatives, assigns and successor of the parties hereto. Any modification to this Agreement must be in writing and must be signed by the parties.

8. **LAW GOVERNING AND JURISDICTION:** This Agreement and the application of the terms contained herein shall be governed by the laws of the State of Illinois; however, the rule of strict construction shall not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties is carried out.

9. **INCORPORATION OF RECITALS:** The recitals set forth above are incorporated into and made a part of this Agreement.

THIS AGREEMENT is effective as of the day and year first written above.

GRANTOR:	**VILLAGE:**
BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, an Illinois body corporate and politic	**VILLAGE OF HINSDALE, an Illinois Municipal Corporation**
By: _____	**By:** _____
Its: _____	**Its:** _____
ATTEST:	**ATTEST:**
By: _____	**By:** _____
Its: Secretary	**Its:** Clerk

EXHIBIT A

Prior Easement

A strip of land 18 feet in width more particularly described as follows: Commencing at a point 33 feet north of the southwest corner of the east one-half of the northwest one-quarter of the northwest one-quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois; thence north along the west line of said east one-half of the northwest one-quarter of the northwest one-quarter of said Section 13, a distance of 299 feet, or more or less, to the northeast corner of Lot 4 of Block 7 of Branigar Bros. Hinsdale Farms, a subdivision in said northwest one-quarter of said Section 13; thence east 18 feet; thence south 299 feet more or less, on a line parallel to the east line of said Block 7 to a point 33 feet north of the south line of the east one-half of the northwest one-quarter of the northwest one-quarter of said Section 13; thence west 18 feet to the place of beginning.

COMMON ADDRESS: 5500 South Grant Street, Hinsdale, Illinois 60521
P.I.N. 09-13-100-015

STATE OF ILLINOIS)
) **SS**
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that_____, of the Board of Education of Hinsdale Township High School District No. 86, DuPage County, personally known to me by the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledge that they signed, sealed, and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary's seal this ____ day of _____, 2015.

SEAL

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) **SS**
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that_____, of the Village of Hinsdale, DuPage County, personally known to me by the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledge that they signed, sealed, and delivered the said instrument as a free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notary's seal this ____ day of_____, 2015.

SEAL

_____
NOTARY PUBLIC

#297062v2

May 19, 2015

REQUEST FOR BOARD ACTION

9c

AGENDA SECTION NUMBER Consent Agenda - EPS	**ORIGINATING DEPARTMENT** Public Services
ITEM Authorization to Award Bid to Rush Truck Centers for Purchase of 2015/16, 36,220 G.V.W.R. Dump Truck, Plow, Salt Spreader with Pre Wetting System – Bid #1584	**APPROVED** George Peluso

There is a total of $160,000 included in the Fiscal Year 2015-16 budget for the purchase of a new 2016, 36,220 G.V.W.R. Dump Truck, Plow, Salt Spreader with Pre Wetting System.

This new dump truck will be utilized by the Roadway Division as one of its primary snow removal and roadway deicing vehicles. We specified that the truck be built with a pre-wet system, which allows for the application of de-icing chemicals to be directly applied to the salt as it is leaving the truck during low temperatures. This system is designed for more uniform distribution of chemicals to the salt, which will result in greater salt usage efficiency.

Sealed bids were opened on April 16, 2015 at 10:00 A.M. 3 bids were received and listed below:

Company	Location	Bid Price
Rush Truck Centers	Chicago, IL	$159,885.00
Northwest Truck, Inc	Palatine, IL	$167,364.00
JX Peterbilt	Bolingbrook, IL	$167,986.89

The lowest bidder is Rush Truck Centers of Chicago, IL. Rush Trucks is our local dealer for International trucks. Public Services Staff is familiar with the truck dealer, and has utilized them in the past for previous truck purchases, and other mechanical repairs. Staff is confident in the work that Rush Truck Centers provides, and are recommending that we award the truck bid to them.

Attachments: Bid Tab
Truck Contract

MOTION: To award Bid #1584 for 2016, 36,220 G.V.W.R. Dump Truck, Plow, Salt Spreader with Pre Wetting System to Rush Truck Centers in the amount not to exceed $159,885.

Approval	Approval	Approval	Approval	Manager's Approval

COMMITTEE ACTION:

BOARD ACTION: At its meeting on May 5, 2015 the Village Board agreed to move this item to the Consent Agenda.

INTERNATIONAL®

Vehicle Specifications
2016 7400 SBA 4X2 (SA626)

April 14, 2016

Description
DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional

GAUGE CLUSTER English With English Electronic Speedometer

GAUGE, OIL TEMP, ALLISON TRAN

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

GAUGE, DEF FLUID LEVEL

SEAT, DRIVER (National 2000) Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust

GRAB HANDLE Chrome, Towel Bar Type With Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only at "B" Pillar

SEAT, PASSENGER (National) Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl

MIRRORS (2) (Long Mekra) Rectangular 7.56" x 14.1" Integral Convex Both Sides, 102" Inside Spacing, Breakaway Type, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms

ARM REST, RIGHT, DRIVER SEAT

AIR CONDITIONER (Blend-Air) With Integral Heater & Defroster

INSTRUMENT PANEL Center Section, Flat Panel

HVAC FRESH AIR FILTER

FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

CAB INTERIOR TRIM Deluxe

CAB REAR SUSPENSION Air Bag Type

WHEELS, FRONT (Accuride) DISC; 22.5" Painted Steel, 5-Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs

WHEELS, REAR (Accuride) DUAL DISC; 22.5" Painted Steel, 5-Hand Hole, 10-Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With .472" Thick Increased Capacity Disc and Steel Hubs

(4) TIRE, REAR 11R22.5 HSR2 (CONTINENTAL) 498 rev/mile, load range G, 14 ply

(2) TIRE, FRONT 11R22.5 G751 MSA (GOODYEAR) 497 rev/mile, load range H, 16 ply

Cab schematic 100GN

Location 1: 5047, Green (Prem)

Chassis schematic N/A

Services Section:

WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6). Effective with Vehicles Built January 2, 2015 or Later, CTS-2002U

Spare FRONT Tire and Wheel

MONROE TRUCK EQUIPMENT QUOTE # MBFD001374 Dated 4-10-15
SEE NEXT SEVEN (3) PAGES FOR DETAILS

QUOTATION
Monroe Truck Equipment
812 Chaney Avenue
Joliet, IL 60432
Phone: 815-727-1134 ext.26
Fax: 815-727-5419
Email: bdrews@monroetruck.com
www.monroetruck.com

Quote Number: 16FD0013974
Job Order Number:
Quote Date: 4/10/2015
Quote valid until: 5/10/2015
Terms: NET 30
Salesperson: PETERSEN, PETE
Quoted By: Bob Drews

Customer: HINSDALE, VILLAGE OF, (3489700)
19 E. CHICAGO AVENUE
HINSDALE, IL 60521

Contact:
Phone: 630-789-7023 Fax: 630-789-3463
Email:

Dealer Code:

P.O. Number:

Accepted by: _____ Date: _____
Customer must fill out the information above before the order can be processed.

Chassis Information

Year: 2016	Make: INTERNATIONAL	Model: WORKSTAR	Chassis Color:	Cab Type: REGULAR
Single/Quad: DRW	Cab-to-Axle:	Wheelbase:	P.O. Number #:	Vin:

Comments: VILLAGE OF HINSDALE BID # 1504

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

DESCRIPTION	AMOUNT
DUMP BODY - 10', 5-7 YARD CAPACITY, CRYSTEEL SELECT	
Body Style: SELECT SS	
Body OD: 96	
Front Style: STRAIGHT	
Side Style: SINGLE PANEL W/RUBRAIL/PRESSED HORIZONTAL	
Rear Style: STRAIGHT	
Frame Style: 9 WESTERN TUBULAR UNDERSTRUCTURE W/S.S. LONGSILLS	
Front Height: 40	
Side Height Front: 26	
Side Height Rear: 26	
Rear Height: 36	
Front Material: 7GA 201 STAINLESS STEEL*	
Side Material: 7GA 201 STAINLESS STEEL*	
Rear Material: 7GA 201 STAINLESS STEEL*	
Floor Material: 1/4 AR400 STEEL WITH 9" RADIUS	
Frame Material: 1/4 201 STAINLESS STEEL-7GA 201 STAINLESS STEEL*	
Rear Pillar Width: 14	
Tailgate Release Type: AIR	
Tailgate Hinge Type: 1 THICK / 7 OFFSET	
Tailgate Thickness: 2.5 WITH S.S. CHAINS	
Tailgate Bracing Style: FULLRIB	
Patchgate: DRUM*	
Patchgate Location: LEFT/CENTER/RIGHT	
Lower Rail: 2 INCH FLAT WALK RAIL (BOTH SIDES)	
Chainslot Bracket Type: BANJO	
Stainless Rear Pillar	
Rear Oval Light Cutouts: 2 OVALS	
SS TG HARDWARE BELOW FLOOR	
VIBRATOR	
STAINLESS STEEL PULL OUT LADDER AND GRAB HANDLE ON BOTH SIDES OF BODY	
REFLECTIVE TAPE ACROSS THE BACK OF THE CAB AND SIDES OF BODY	
STAINLESS STEEL 1/2 CAB SHIELD	
RUBBER REAR FLAPS	
RUBBER FLAPS WITH CHAINS IN FRONT OF REAR WHEELS	
DUMP BODY UNDERCOATED	

6. Disconnect kit, spinner quick disconnect
7. (2) Two tail gate prop links, heavy duty Iowa style
8. Spray bar kit, ¾" stainless steel tube inside auger trough
9. Closed loop Hyd plumbing kit, 4 GPM pump
10. (2) Two – 120 Gal poly tank with stainless steel mounting hardware, behind the truck cab

Pull Tarp System

1. Spring loaded aluminum roller
2. Adj. width Vinyl Tarp
3. Steel housing protector
4. Mesh or Asphalt Mesh Tarp
5. Installed

Optional

Please spec out as an optional function.

1. Rud-Chain 6 strand rear tire chain system.

Safety Inspected and Serviced

1. Truck shall be safety inspected and serviced ready for use.
2. Spreader to be installed and ready for use.
3. Plow to be installed and ready for use.
4. Wetting system to be installed and ready for use

Plow

1. To be Wausau MF3.4 with Rubber deflector kit.
2. Plow to be installed and ready for use.

Plow frame

1. Plow frame to be Wausua hitch plate (#6170163340)
2. To be install per Wausau installation manual.
3. Mounted 35 ¼" top of hitch to ground
4. All framing to be mounted so hood can be opened without pin or bolt removal.
5. Re-use factory bumper ends

Controls

1. Igrip/ 6100 Closed loop spreader control
2. 5 Programmable LED backlight switches
3. 3 Contactless tactile mode selection zones
4. Side switch clusters for standby/blast and rate changes
5. MPS Sensor cable, use when Hyd motor has a speed sensor built in
6. MPS, Roadwatch with display, for use with the MC270
7. Stainless Hyd. Tubes to rear
8. Force 6100 with LCD display

Spreader

1. Reverse Flight under tailgate spreader
2. 7 GA Trough
3. ¼" end plates
4. Full opening top and bottom clean-out doors
5. 6" auger diameter
6. Quick detach mounting brackets
7. Tailgate shields
8. Bare 201 SS (not painted)
9. Installed
10. MS966RF Rev. flight spreader, 96" wide, 201SS, direct drive, left discharge, 530#
11. Application rate sensor installed in auger motor
12. White motor with 4-pin Brad Harrison connector
13. 3 light LED bar assembly for tailgate spreader, stainless steel
14. Spinner, LH Stainless steel, self-leveling assembly, without rods

Wetting system

1. Hydraulic truck mounted liquid dispensing system, close loop
2. Bulk Fill kit
3. Cross-over kit, dual 120 Gal behind cab style
4. Enclosure mtg kit, stainless steel, large v-box
5. Flusher kit

7. Slide out ladder and grab handle each side
8. Reflective tape across the back of the cab and sides of body
9. Rubber rear flaps
10. Rubber flaps on chains in front of rear tires
11. (3) Three Drum style patch gates
12. Stainless steel rear pillar/ rub rail
13. Stainless steel linkage under floor
14. Cab shield, single, 100% welded
15. Vibrator, Electric
16. Air tailgate, electric, with mounting brackets

Splash guards and Mud Flaps

1. Two (2) rear fenders to encompass ¾ of rear tires mount to truck frame.

Hoist

1. Double acting, Class 40 roller sub frame host, Mod# RC 860 or equivalent 22.4 ton capacity.
2. 7" inch I.D. cylinder, 2 1/2" inch piston rod, 20" inch stroke.
3. All host sub frame to have grease fittings at all rod points.

Central Hydraulic System

1. PTO, hotshift, rotatable flange, new world transmission
2. VP1-095-RH Pump, 5.8 cubic inch 90CC load sense
3. 48 GPM Flow at 2000 RPM
4. 5,000 PSI Operating Pressure
5. DIN ISO 14 mount
6. Tank, 30 Ga;., low-pro, frame mount with filter., stainless
7. Enclosure, frame mount, stainless steel
8. 5 Bank add a fold valve

Lighting

1. Illinois DOT Light Package
2. Self-adjustable 87-107 DB backup alarm
3. Hella plow lights
4. Convex fender mirrors, 7 ½", mounted to plow light brackets
5. 72" LED light bar mounted on roof
6. Scene lights added to Illinois light bar
7. Rear body LED Strobes mounted in corner posts
8. LED S/T/T mounted in rear post, pintle plate on top of cab shield
9. LED backup light mounted in rear corner posts
10. 2-Year warranty
11. Stainless 3 light box cut into rear post each side
12. Dual LED Spreader lights

Cab

1. Cab- Steel Conventional design
2. Front end -Tilting, Fiberglass, With Three Piece Construction
3. Grille- Stationary, Chrome
4. Cab- rear suspension Air Bag Type
5. Clearance/marker lights- (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab
6. Seat, driver -{National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
7. Arm rest,- right, driver seat
8. Seat, passenger -{Gra-Mag} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl
9. Mirrors -(2) {Lang Mekra} Rectangular, 7.44" x 14.84" & 7.44" sq. Convex Both Sides, 102" Inside Spacing, Breakaway Type, Heated Heads Thermostatic Controlled, Black Heads, Brackets and Arms
10. Grab handle Chrome; -Towel Bar Type w/ Anti-Slip Rubber Inserts; for Cab Entry Mounted Left Side Only
11. Cab interior trim- Deluxe
12. Instrument panel- Center Section, Flat Panel
13. Gauge cluster- English with English Electronic Speedometer
14. Gauge,- oil temp, engine
15. Gauge,- oil temp, Allison trans
16. Indicator,- low coolant level With Audible Alarm
17. IP cluster display- On Board Diagnostics Display of Fault Codes in Gauge Cluster
18. On board diagnostics compliance for 2013
19. Radio -{International} AM/FM Stereo with Weatherband, Clock, Auxiliary Input, Includes Multiple Speakers
20. Cigar lighter – Power outlet
21. Circuit breakers- Manual-Reset (Main Panel) SAE Type III with Trip Indicators Replaces All Fuses Except For 5-Amp Fuses
22. Air conditioner -{International Blend-Air} With Integral Heater & Defroster
23. Fresh air filter for HVAC Attached to Air Intake Cover on Cowl Tray in Front of Windshield under Hood
24. Toggle switch, auxiliary and Wiring to Front Bumper, For Plow Lights Mounted by body company
25. Auxiliary harness 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
26. Paint type- Base Coat/Clear Coat, Premium Color Green 5047

Dump Body

1. 10' 5-6 Yard Crysteel Select Dump Body – All Stainless Steel Construction
2. Sides: 26" 7GA
3. Front and Rear: 36" 7GA
4. Floor: ¼" AR400 9" Radius
5. Western Understructure
6. 3/8" X 1 1/2" Flat Walk Rail Both Sides

6. Fuel tank -Top Draw; D Style, Aluminum, 19" Deep, 70 U.S. Gal., 265 L Capacity, With Quick Connect Outlet, Mounted Left Side, Under Cab
7. Pintle Hook with mounting, 50 Ton

Front Axle

1. Axle,- front non-driving {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
2. Suspension,- front, spring Parabolic, Taper Leaf; 16,000-lb Capacity; With Shock Absorbers
3. Springs,- front auxiliary Rubber
4. (2) tire, front 11R22.5 G287 msa (Goodyear) 498 rev/mile, load range H, 16 ply wheels, front disc; 22.5" Painted Steel, 5 Hand Hole, Hub Piloted, 8.25 Rims; With Steel Hubs.
5. Spare Front Tire and wheel to match above front tire and wheel

Rear Axle

1. Axle,- rear, single {Meritor RS-23-160} Single Reduction, 23,000-lb Capacity, With 200 Wheel Ends. Gear Ratio: 6.83
2. Suspension,- rr, spring, single Vari-Rate; 31,000-lb Capacity, w/ 4500-lb Capacity Multileaf Auxiliary
3. (4) tire, rear 11R22.5 G622 rsd (Goodyear) 497 rev/mile, load range G, 14 ply wheels, rear dual disc; 22.5" Painted Steel, 5 Hand Hole, Hub Piloted, 8.25 Rims; With Steel Hubs

Brakes

1. Brakes,- front, air cam 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
2. Brake chambers,- front axle {Haldex} 24 SqIn
3. Brakes,- rear, air cam s-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4. Brake chambers,- rear axle {Haldex GC3030LHDHO} 30/30 Spring Brake
5. Brake system; -air Dual System for Straight Truck Applications
6. Air brake abs-{Bendix Antilock Brake System} Full Vehicle Wheel Control System 4-Channel)
7. Air compressor- {Bendix Tu-Flo 550} 13.2 CFM Capacity
8. Air dryer -{Bendix AD-IP} With Heater
9. Drain valve -{Berg} Manual; With Pull Chain, for Air Tank

Steering

1. Steering column- Stationary
2. Steering gear -{Sheppard M-110} Power
3. Steering wheel- 2-Spoke, 18" Diam., Black
4. Horn,- air Black, Single Trumpet, Air Solenoid Operated, steering wheel mounted button control
5. Throttle,- hand control Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

Minimum specifications for One (1) 2015/16, 36,220 G.V.W.R. Dump Truck, Plow, Spreader with Pre Wetting System # 7

Engine

1. Diesel 270 HP, 860 lb-ft Torque @ 1300 RPM, 2400 RPM Governed Speed, Wet Sleeve Engine Design NO EXCEPTIONS
2. Oil pan Extended Life, M.P.M. (Metal / Plastic / Metal) Two (2) layers of Metal Sandwiching a Single Sheet of Composite Plastic, Outer Metal Layer has Electro-Deposition Prime Coat with a Powder-Coated Finish
3. Federal emissions All engine and engine emission related system fluids must remain as a stable liquid, unaided within the normal expected vehicle ambient temperature operating range of - 20 degrees F. to 100 degrees F. NO EXCEPTIONS
4. Air cleaner Single Element
5. Fan drive {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device
6. Radiator Cross Flow, Series System; 1228 SqIn Aluminum Core, 648 SqIn Charge Air Cooler and 342 SqIn Low Temperature Radiator
7. Exhaust system Single, Horizontal, Aftertreatment Device Frame Mounted outside Right Rail under Cab; Includes Vertical Tail Pipe and Guard
8. Starting motor {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection
9. Block heater, engine {Phillips} 120 Volt/1250 Watt
10. Electrical system 12-Volt, Standard Equipment
11. Alternator {Delco Remy 28SI} Brush Type, 12 Volt 160 Amp. Pad Mount, with Remote Voltage Sensor
12. Battery system Maintenance-Free, (3) 12-Volt 1950CCA Total

Transmission

1. Transmission, Automatic- {Allison 3000_RDS_P} 4th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max.
2. Allison spare input/output for Rugged Duty Series (RDS); General Purpose Trucks, Construction
3. Oil cooler,- auto transmission {Modine} Water to Oil, for Allison Transmission
4. Transmission shift control- {Allison} T-Bar Type; for Allison 3000 Transmission

Frame

1. 152" Wheelbase, 85" Cab- to Axle, and 63" Axle to Frame.
2. Frame rails - Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433"
3. Frame Extension,- front Integral; 20" In Front of Grille
4. Tow hook, Front (2) Inside Rail, Frame Mounted.
5. Bumper,- Front Steel, Swept Back

VEHICLE SPECIFICATIONS
#7
2015/16, 36,220 G.V.W.R. Dump Truck, Plow, Salt Spreader with Pre Wetting System
BID NO. 1584

General:

It is the intent of the Village of Hinsdale that the vehicle to be furnished under this proposal shall be of a manufacturers design and construction equal to or exceeding an International 7400 SBA 4X2 36,220 G.V.W.R. Dump Truck, with Plow, Spreader and Pre Wetting system. In cases where an item is identified by manufacturers name or model number, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an or equal item unless the proposed or equal then is definitely indicated therein by the bidder. Any additions, deletions or variations from the following specifications are assumed to be included in the bidder's proposal. The reference above to the trade names is intended to be descriptive, but not restrictive, and only to indicate to the respective those bidders' vehicles that will be satisfactory. The Village hereby may consider an equal, any vehicle the bidder proposes to furnish which contains some variations or deletions from these specifications, but which may comply substantially therewith.

It is the further intent of these specifications to describe a vehicle in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned which are necessary to provide a complete vehicle shall be included in the bid and shall conform in strength and quality of material and workmanship to what is usually provided to the trade in general. The vehicle shall be a current model under standard production by the manufacturer.

Any vehicle not conforming to these specifications may be rejected, unless deviations have been specifically cited by the bidder and acceptance made on the basis of the exceptions. Bidder must specify all exceptions on a separate sheet of paper.

material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating cost, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the VILLAGE.

The VILLAGE may conduct such investigations as the VILLAGE deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the VILLAGE'S satisfaction within the prescribed time.

The VILLAGE reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the VILLAGE'S satisfaction.

The VILLAGE reserves the right to purchase the Specified Vehicle with or without trade.

If the contract is to be awarded it will be awarded to the lowest Bidder whose evaluation by the VILLAGE indicates to the VILLAGE that the award will be in the best interests of the Project.

If the contract is to be awarded, the VILLAGE will give the Successful Bidder a Notice of Award within sixty days after the day of the Bid opening.

13. Control of Inconsistencies

In the event of any inconsistency between the Specifications and any other document herein referred to, said specifications shall control unless modified by a specific reference appearing in the Purchase Order. The Vendor's Proposal is to be considered a binding Agreement only insofar as it is consistent with the bidding documents.

14. Terms of Payment

The Village, in consideration of the undertaking of the Vendor and the faithful deliverance of the specified equipment, agrees to pay the Vendor the stipulated price(s) within 30 days after the submission of proper invoices and upon acceptance by the Village.

15. Cancellation of Order

In the event that the Vendor fails to provide the equipment as specified in these documents an in the purchase order or within the guaranteed delivery date, the Village reserves the right to cancel the order with no financial obligation to the Vendor.

Vendor's firm, whose title must appear under the signature; the official address of the Vendor's principle place of business must be shown below the signature. All names must be typed or printed below the signature. The phone number of the person executing the bid document must be provided on the bid form. The bid form shall contain an acknowledgment of receipt of all Addenda (the number of which shall be filled in on the bid form). The address to which communications regarding the bid are to be directed must be shown.

8. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by any other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

9. Modification and Withdrawal of Bids

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with the VILLAGE and promptly thereafter demonstrates to the reasonable satisfaction of the VILLAGE that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid. Thereafter, that Bidder will be disqualified from further bidding on the work.

10. Opening of Bids

Bids will be opened publicly, read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available within three working days after the opening of Bids.

11. Bids to Remain Open

All Bids shall remain open for sixty days after the day of the Bid opening, but the VILLAGE may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

12. Award of Purchase

The VILLAGE reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Bids, the VILLAGE shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates, if requested, in the Bid forms. The Village reserves the right to evaluate and approve or reject any alternates requested by the Bidder either individually or wholly.

The VILLAGE may consider the qualifications and experience of Subcontractors and other persons and organizations (Including those who are to furnish the principal items of

VILLAGE OF HINSDALE

INSTRUCTION TO BIDDERS

1. Defined Terms

The term "Successful Bidder" means the lowest, qualified responsible bidder to whom the Village (on the basis of the Village's evaluation as hereinafter provided) makes an award.

2. Copies of Bidding Documents

Complete sets of Bidding Documents may be obtained from the location stipulated in the advertisement for bids. Complete sets of Bidding Documents shall be used in preparing Bids; the Village of Hinsdale assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. Examination of Bidding Documents

Before submitting a Bid, each Bidder must (a) examine the Bidding Documents thoroughly, (b) become familiarized with the type of equipment requested, and (c) understand all federal and state laws regulating the manufacturing and/or performance of the equipment.

The submission of a bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this document and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for providing the equipment.

4. Interpretation

All questions about the meaning or intent of the Bidding Documents shall be submitted to the Village Mechanic in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by the Village as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. Bid Security

No bid security is required.

6. Substitute Material and Equipment

The purchase, if awarded, will be on the basis of material and equipment described in the minimum Specifications without consideration of possible substitute "or equal" items. In any case that a specification is not met, a separate list must be included listing the specification number that is not met, and the substitute specification, material, or part. Whenever it is indicated in the Specifications that substitute or "or equal" item of material or equipment may be furnished or used by the Vendor and is acceptable to the Village, application for such acceptance will not be considered until after the date of the Purchase Order issued by the Village.

7. Bid Form

The bid form is attached hereto; additional copies may be obtained from the Village. Bid forms must be completed in ink or by typewriter. The bid price of each item on the form must be stated clearly. The bid form must be executed and signed by an official of the

VILLAGE OF HINSDALE, IL.
INVITATION FOR BIDS FOR A
2015/16, 36,220 G.V.W.R. Dump Truck, Plow, Salt Spreader with Pre Wetting System
BID NO. 1584

Sealed bids will be received by the Village of Hinsdale, Illinois, at the Village Hall, 19 E. Chicago Ave., Hinsdale, Illinois 60521 until 10:00 a.m. local time on Thursday, April 16, 2015 then will be publicly opened and read aloud. Any bids received later than the stipulated time will be returned unopened.

Bids are to be in sealed envelopes, plainly marked: **"2015/16, 36,220 G.V.W.R. Dump Truck, Plow, Salt Spreader with Pre Wetting System - BID NO. 1584 - DO NOT OPEN".**

Please address the envelopes to the **VILLAGE OF HINSDALE, VILLAGE HALL, 19 E. CHICAGO AVE., HINSDALE, ILLINOIS 60521.**

Bid forms and specifications for the subject equipment are available at the Public Services Center, 225 Symonds, Hinsdale, Illinois, 60521.

Each bid must be returned on the supplied forms with all required details completed. **Only complete bid packets will be considered.**

No bid deposit or performance bond will be required.

The Village reserves the right to reject any or all bids and to waive technicalities. Any bids received after the time stipulated will not be considered and will be returned to the bidder unopened. Unless the bids are rejected for good cause, award of contract shall be made to the lowest responsible and qualified bidder.

For questions or additional information call Shawn Johnson, Village Mechanic, Hinsdale Department of Public Services at (630) 789-7044.

Publish Dates: Thursday, April 2, 2015

CONTRACT DOCUMENTS AND SPECIAL PROVISIONS FOR

2015/16, 36,220 G.V.W.R. Dump Truck, Plow, Salt Spreader with Pre Wetting System
BID NO. 1584

Truck #7

Prepared by
Hinsdale Public Services Department

April 2015

PROJECT NUMBER: 1584

PROJECT NAME: Snow Plow Truck

DATE: April 16, 2015

BUDGET: $160,000

ACCOUNT: 2202 - 7918

Name:	JX Peterbilt	Northwest Trucks Inc.	Rush Truck Centers
Address:	535 E. South Frontage Rd Bolingbrook, IL 60440	2120 Rand Road Palatine, IL 60074	4655 S. Central Chicago, IL 60638

Item No.	Description	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	Truck		$ 141,366.89		$ 144,167.00		$ 138,350.00
2	Plow		$ 24,540.00		$ 21,117.00		$ 19,197.00
3	Chains		$ 2,080.00		$ 2,080.00		$ 2,338.00
Total Bid			$ 167,986.89		$ 167,364.00		$ 159,885.00

VILLAGE OF HINSDALE
BID FORM

1. This proposal of

Name of Bidder Rush Truck Centers of Illinois DBA Rush Truck Center - Chicago

Address 4655 S. Central Ave

Chicago, IL 60638

Phone 708-496-7500 Cell # 630-281-0367

This for is submitted to the Village of Hinsdale for the following equipment: **2015/16, 36,220 G.V.W.R. Dump Truck, Plow, Salt Spreader with Pre Wetting System BID NO. 1584**

1. The specifications for this project are those prepared by The Hinsdale Public Services Department, and include the SPECIFICATIONS and the SPECIAL PROVISIONS, which are attached hereto and made part of this proposal.

2.

3. If awarded this contract, the undersigned agrees to accept, as part of the contract, the SPECIFICATIONS and SPECIAL PROVISIONS which are attached hereto and made part of this proposal.

4. The undersigned Vendor, having determined the scope of the equipment specifications and the information for bidders relative to providing the equipment described below, hereby proposes to furnish, complete as specified, the following equipment at the price(s) indicated:

MAKE International

MODEL WorkStar 7400 SBA 4X2

GUARANTEED BID PRICE $138,350.00

1. Option #1 Plow Installed $19,197.00

2. Option #1 & Roll Chain System $2,338.00

Guaranteed Bid Price will be honored for 60 days. This period will allow the Village of Hinsdale adequate time to evaluate and compare all bids, contact references, and award the purchase to the successful bidder.

It is agreed that the equipment will be delivered with all equipment and accessories firmly mounted, shall be fully inspected, tested, painted, lubricated and ready to operate complete as herein specified or otherwise required and with all factory standard equipment and warranties for which there is no extra charge.

There shall be furnished upon delivery one complete set of operator's instruction manuals, lubrication and shop maintenance manuals and descriptive literature on equipment and accessories.

The Vendor guarantees delivery of the equipment offered within 150-180 calendar days of the date of execution of the purchase order.

The undersigned Vendor states that this proposal is made in conformance with the Specifications, Information to Bidders and any Special Conditions attached hereto and agrees that in the event of any discrepancies or differences between any conditions of this proposal and said documents furnished by the Village, the provisions of the latter shall prevail.

Upon award of purchase, the Vendor will supply three signed copies of the specifications to be furnished to the Village. Vendor will be responsible for all costs incurred in correcting any deviation or deficiency.

The undersigned hereby acknowledges having received a full set of the Contract Documents and Addenda Nos. 1. (None unless indicated)

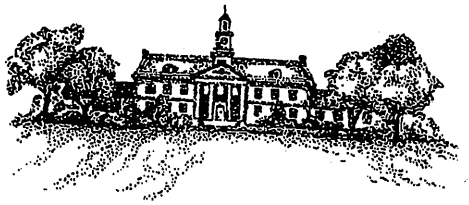
Signature

4-15-15
Date

Joe Cleary District General Mgr.
Print or Type Name and Title

708-496-7500
Phone

4655 S. Central Ave
Address Chicago, IL 60638



Addendum #1
Bid # 1584

This addendum shall be considered part of the Bid Documents (except as noted otherwise) and is issued to change, amplify, or delete from or otherwise explain these documents where provisions of this addendum differ from those of the original documents. This addendum shall have precedence over the original documents and shall govern.

CHASSIS ITEMS

- Cab to axle should be 102".
- Transmission dip stick will need to be on curbside for PTO clearance.
- Chassis needs to have a ground speed hook up wire.

DUMP BODY ITEMS

- All long member and tailgate chain material should be stainless steel.

Delete section labeled **Splash guards and Mud Flaps** and all included items.

CENTRAL HYDRAULICS

- PTO to be Wet Spline.
- There should be a separate enclosure for reservoir and valves.

PULL TARP SYSTEM

- Pull tarp material should be applicable for asphalt use.

LIGHTING

- Strike #1 - Illinois DOT Light Package

PLOW AND PLOW FRAME

- Remove Plow and Plow Frame from required specification. Add Plow and Plow Frame as "Option #1". Please provide quote for Plow and Plow Frame as "Option #1" on the Formal Bid Document.

LIST OF SUPPLIERS (contractors)

1. Name Monroe Truck Equipment
   Address 812 Draper Avenue
   Joliet, IL 60432 Phone 815-727-3134
   Equipment to be furnished Dump Hydraulics
   Spreader

2. Name Lindco Equipment Sales Inc.
   Address 2168 E. 88th Drive
   Merrillville, IN 46410 Phone 219-795-1448
   Equipment to be furnished Snow Plow

3. Name _____
   Address _____
   _____ Phone _____
   Equipment to be furnished _____

4. Name _____
   Address _____
   _____ Phone _____
   Equipment to be furnished _____

Use additional sheets if necessary.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

"EQUAL EMPLOYMENT OPPORTUNITY"

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared non-responsible and therefore 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 canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statue or regulation.

During the performance of this contract, the contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligation under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its effort to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations hereunder.

(5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6, and 7 in every supply subcontract as defined in Section 2.10 (a) of the Commission's rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further, it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontractors referred to under paragraph 7 of the Equal Employment Opportunity clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and employee):

(a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or

(b) under which any portion of the contractor's obligations under any one or more contracts is performed, undertaken or assumed.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT P.L. 101-336 The CONTRACTOR will comply with all provisions of the Americans with Disabilities Act (ADA) in the execution of this Contract and provide to the Village a certification of compliance in substantially the following form:

The undersigned firm hereby certifies that it is in compliance with the Americans with Disabilities Act (ADA) as applicable to this contract.

Rush Truck Centers of Illinois
DBA Rush Truck Center - Chicago
(Company Name)

4655 S. Central Ave Chicago, IL 60638
(Company Address)

By _____ 4-15-15
(Signature and Title) Date

Attest By Denise A. Ehrman - Notary 4-15-2015
(Signature and Title) Date

OFFICIAL SEAL
DENISE A EHRMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/17/19

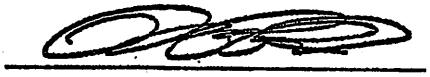
RUSH TRUCK CENTERS OF ILLINOIS, INC.

Written Consent of Sole Director
In Lieu of Special Meeting

Pursuant to Section 141 of the General Corporation Law of the State of Delaware, the undersigned, being the sole director of Rush Truck Centers of Illinois, Inc., a Delaware corporation (the "Company"), in lieu of a special meeting, the notice and call of which are hereby expressly waived, does hereby consent to the adoption of the following resolution:

> RESOLVED, that Joseph Cleary, District General Manager, is hereby authorized to execute on behalf of the Company any and all documents required in connection with quotes, requests for bids, quotations and proposals, and all contracts and related documents contemplated thereby, until he is no longer employed by the Company.

Dated effective September 22, 2014.



W. M. "Rusty" Rush

BEING THE SOLE DIRECTOR

X. DRUG FREE WORKPLACE. CONTRACTOR shall submit as a part of this contract, this "DRUG FREE WORKPLACE CERTIFICATIONS" statement, notarized, dated and signed by the highest ranking company official in the geographical area, along with his/her title or position within the company.

DRUG FREE WORKPLACE CERTIFICATIONS

The CONTRACTOR acknowledges its obligations under the Illinois Drug Free Workplace Act and certifies that it will provide a drug-free workplace by:

A. Publishing a statement:

1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the contractor's workplace.

2) Specifying the actions that will be taken against employees for violations of such prohibitions.

3) Notifying the actions that will be taken against employees for violations of such prohibitions.

a) abide by the terms of the statement in the workplace;
b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five days after such conviction.

B. 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 a drug free workplace;
c) any available drug counseling, rehabilitation, and employee assistance programs; and
d) the penalties that may be imposed upon employees for drug violations.

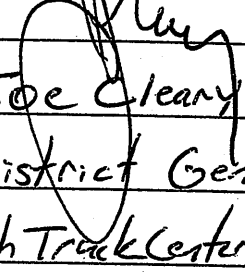
C. Making it a requirement to give a copy of the statement required by subsection (1) to each employee engaged in the performance of the contract or grant, and to post the statement in a prominent place in the workplace.

D. Notifying the Village of Hinsdale within 10 days after receiving notice under part (B) of paragraph (c) of subsection (1) from an employee or otherwise receiving actual notice of such conviction.

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

F. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating an effectively trained counseling and referral team is in place.

G. Making a good faith effort to continue to maintain a drug free workplace through implementation of requirements of Section 3 of the Illinois Drug Free Workplace Act.



Signature

Joe Cleary

Name

District General Manager

Title

Rush Truck Centers of Illinois DBA Rush Truck Center Chicago

Organization

4-15-15

Date

CONTRACT FOR
PURCHASE OF EQUIPMENT

This **AGREEMENT**, made on this _____ day of _____, **2015**, by and between _____(hereinafter called the "Vendor") and the **VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTY, ILLINOIS**, a municipal corporation (hereinafter called the "Village").

WITNESSETH:

1. Vendor agrees to supply and deliver all equipment in accordance with the documents described below.

2. Vendor shall comply with the following documents, all of which are attached hereto and expressly made a part thereof:

   Instructions to Bidders

   Village Specifications

   Vendor's Proposal dated_____,2015

   Equal Employment Opportunity Clause

   ADA

   Drug Free Workplace Act

   Contract for Purchase

   Other: Guaranteed Delivery Date _____

   Warranty Period _____

3. In the event of any inconsistency between said Exhibits A and B and any other exhibits herein referred to, said Exhibits A and B shall control unless modified by a specific reference appearing in this Agreement. In the event of any inconsistency between said Exhibits A and B, said Exhibit B shall control unless modified by a specific reference appearing in this Agreement. Exhibit C is made a part of this Agreement only insofar as it is consistent with the other contract documents.

4. Vendor shall indemnify and hold the Village, its officers, employees and agents, harmless from any and all liability, actions and claims for injury or damages to persons or property arising out of or in the course of the performance of the Agreement, including claims by third parities as well as by Vendor's employees, agents or subcontractors, and shall indemnify and reimburse the Village for legal fees and costs incurred in connection therewith. Vendor shall provide evidence of Public Liability, Property Damage, and Workmen's Compensation Insurance, naming Village as an additional party insured, in amounts and with companies acceptable to the Village.

5. The Village, in consideration of the undertaking of the Vendor and the faithful accomplishment of the work, agrees to pay the Vendor the unit price for work performed within thirty (30) days after submissions of invoices and upon acceptance by the corporate authorities of the Village.

6. The Village does not guarantee any minimum purchase hereunder, and this Agreement may be terminated by Village at any time, with or without cause.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

_____ Village of Hinsdale

Name of Vendor

BY:_____ BY:_____
Signature Village Manager

_____
Print Name and Title

ATTEST:

_____
Signature

_____
Print Name and Title

CORPORATE
SEAL

May 19, 2015

REQUEST FOR BOARD ACTION

9d.

AGENDA SECTION NUMBER Consent Agenda - EPS	ORIGINATING DEPARTMENT Public Services
ITEM Authorization to Award Bid to Trees 'r' Us for Tree Pruning – Bid #1582	APPROVED George Peluso

There is a total of $64,000 included in the Fiscal Year 2015-16 budget for tree pruning services on public right-of-ways. The Public Services Forestry Division is responsible for the maintenance of all public right-of-way trees, which includes a total of 14,132 trees. With such a large tree inventory, staff must utilize the services of a private contractor to assist with tree pruning efforts. This year we are scheduled to prune approximately 700 trees.

The bidding documents are created utilizing estimated quantities for the purposes of securing unit prices. Contracted tree pruning services will not exceed the original budgeted amount of $64,000.

Sealed bids were opened on April 16, 2015 at 10:00 A.M. 5 bids were received and listed below:

Name	Location	Total Bid
Trees 'r' Us	Wauconda, IL	$105,881.64
Nels J Johnson Experts, Inc	Evanston, IL	$166,568.45
Landscape Concepts	Grayslake, IL	$191,837.35
Ciosek Tree Service, Inc	Lombard, IL	$227,736.00
Homer Tree Care, Inc	Lockport, IL	$414,008.15

This bid is for a three year contract with all unit prices to stay constant with the option for two 1-year extensions. The Village does reserve the right to terminate the contract at any point upon notice to contractor.

The lowest qualified bidder is Trees 'r' Us of Wauconda, IL. The Village has utilized this contractor in the past, and considered their services satisfactory. The Village Forester has reviewed the bids and is recommending that we enter into contract with Trees 'r' Us.

Attached: Tree Pruning Bid Tab
Tree Pruning Contract

MOTION: To award Bid #1582 for Tree Pruning to Trees 'r' Us in the amount not to exceed $64,000.00.

Approval	Approval	Approval	Approval	Manager's Approval

COMMITTEE ACTION:

BOARD ACTION: At its meeting on May, 5th the Village Board agreed to move this item to the Consent Agenda.

PROJECT NUMBER: 1582

PROJECT NAME: Tree Pruning

DATE: April 16, 2015

BUDGET: $64,000 Name:

ACCOUNT: 2202 - 7918 Address:

Ciosek Tree Service, Inc.	Landscape Concept Management	Nels J. Johnson Experts, Inc.	Homer Tree Care, Inc	Trees 'r' us
21 W 430 Park Avenue	31745 N. Alleghany Road	912 Pitner Avenue	14000 S. Archer Avenue	PO Box 6014
Lombard, IL 60148	Grayslake, IL 60030	Evanston, IL 60202	Lockport, IL 60441	Wauconda, IL 60084

Item No.	Description	Unit	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	1-6	0	5.00		3.00		0.00		0.00		3.00	
2	7-14	6799	5.00	$ 33,995.00	3.25	$ 22,096.75	3.00	$ 20,397.00	5.35	$ 36,374.65	2.49	$ 16,929.51
3	15-24	19697	5.00	$ 98,485.00	4.00	$ 78,788.00	3.60	$ 70,909.20	9.50	$ 187,121.50	2.49	$ 49,045.53
4	25-36	11425	6.00	$ 68,550.00	5.00	$ 57,125.00	4.25	$ 48,556.25	12.00	$ 137,100.00	2.48	$ 28,334.00
5	37 and Greater	4451	6.00	$ 26,706.00	7.60	$ 33,827.60	6.00	$ 26,706.00	12.00	$ 53,412.00	2.60	$ 11,572.60
6	Demand Services	Hourly	175.00		75.00		85.00		116.00		75.00	
7	Emergency Normal	Hourly	350.00		85.00		85.00		150.00		85.00	
8	Emergency Ot	Hourly	450.00		135.00		110.00		175.00		150.00	
Total Bid				$ 227,736.00		$ 191,837.35		$ 166,568.45		$ 414,008.15		$ 105,881.64

VILLAGE OF HINSDALE FOUNDED IN 1873

VILLAGE OF HINSDALE
19 EAST CHICAGO AVE.
Hinsdale, IL 60521

REQUEST FOR PROPOSAL No. 1582

FOR:

TREE PRUNING

Pre-Proposal Meeting (Optional): .....**April 9, 2015**
10:30 A.M. at the Hinsdale Public Works Facility,
225 Symonds Drive, Hinsdale, IL 60521.
RFP Opening Date: .....**April 16, 2015**
RFP Opening Time: ..... **10:30 A.M.**
RFP Opening Location: .....**Hinsdale Village Hall**
Bid Bond: 10%

DESCRIPTION OF WORK:
TREE PRUNING is for TREE PRUNING services on Public Right-of-Ways. This proposal is for a contract of three years in duration at fixed pricing.

Submit bids to:
John Finnell
Village Forester
Village of Hinsdale
19 E. Chicago Ave
Hinsdale, IL 60521

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the VILLAGE'S of Hinsdale and any successful BIDDER. Do not detach any portion of this document. Invalidation could result.

VILLAGE OF HINSDALE
NOTICE TO BID
RFP No. 1582
TREE PRUNING

Proposals will be received by the Village of Hinsdale at the Hinsdale Village Hall, 19 East Chicago Ave., Hinsdale, Illinois 60521 until **10:30 AM local time on April 16, 2015.**

PRE-PROPOSAL MEETING (Optional): April 9, 2015 at 10:30 A.M. at the Hinsdale Public Services Facility, 225 Symonds Drive, Hinsdale, IL 60521

PROPOSALS OPENED: 10:30 AM local time on April 16, 2015.

DESCRIPTION OF WORK:
TREE PRUNING is for TREE PRUNING services on Public Right-of-Ways. This proposal is for a contract of three years in duration at fixed pricing.

Additional information is available by submitting requests in writing to, John Finnell, Village Forester, 19 E. Chicago Ave, Hinsdale, Illinois 60521 or jfinnell@villageofhinsdale.org.

Date of Publication: April 2, 2015

VILLAGE OF HINSDALE
NOTICE TO BIDDERS

The VILLAGE OF HINSDALE, IL, is now accepting proposals for **TREE PRUNING.**

TIME AND PLACE OF OPENING BIDS

Notice is hereby given that the Village of Hinsdale, in Illinois, will receive proposals at the Hinsdale Village Hall, 19 East Chicago Avenue, Hinsdale, Illinois until **April 16, 2015 at 10:30 AM, local time for TREE PRUNING**, at which time the proposals will be publicly opened and read. Proposals for this work will be considered not only on the basis of cost, but also on past performance, experience and ability to perform the work. The VILLAGE reserve the right to accept the proposal deemed to be in their own best interest based on all of the above considerations.

Pre-Proposal Meeting (Optional)

An Optional Pre-Meeting for all suppliers will be held on **April 9, 2015 at 10:30 A.M.** at the Hinsdale Public Services Facility, 225 Symonds Drive, Hinsdale, IL 60521. Participation is optional, but suppliers are encouraged to attend, if possible.

DESCRIPTION OF WORK

TREE PRUNING is for TREE PRUNING services on Public Right-of-Ways. This proposal is for a contract of three years in duration at fixed pricing.

PERFORMANCE AND PAYMENT BONDS

The successful Bidder will be required to furnish Payment Bonds for one hundred (100%) percent of the contract sum. Said Bonds shall be in a form acceptable to the VILLAGE and must be deposited with the VILLAGE at the time of execution of the Contract.

AVAILABILITY OF CONTRACT DOCUMENTS

Prospective BIDDERS and suppliers may obtain the RFP documents from the Village of Hinsdale - Village Hall, at 19 East Chicago Ave, Hinsdale, Illinois 60521.

REJECTION OF BIDS

The VILLAGE, reserve the right to accept or reject any or all proposals or any parts therefore, to waive technicalities, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the VILLAGE OF HINSDALE. Proposals shall not be withdrawn for a period of ninety (90) days after the closing date without written consent.

GENERAL PROVISIONS

DEFINITIONS

The term "VILLAGE" whenever used in the Request for Proposal documents shall be construed to mean the VILLAGE OF HINSDALE, ILLINOIS.

The term "BIDDER" whenever used in the Request for Proposal documents shall be construed to mean any person or firm submitting a proposal to the VILLAGE and their appointed representative.

The term "CONTRACTOR" whenever used in the Request for Proposal documents shall be construed to mean any person or firm making a proposal or having a contract with the VILLAGE for the work so specified or its appointed representative.

PREPARATION OF PROPOSAL

The BIDDER shall prepare their proposal on the attached proposal forms furnished by the VILLAGE.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

The total bid amount is to be shown in both words and figures where indicated. In case of a discrepancy between words and figures, the words shall prevail, unless it clearly appears in the VILLAGE opinion that the words rather than the figures are in error. BIDDERS are warned against making any erasures or alterations of any kind, and Proposals which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected.

If BIDDER is a corporation, the President and Secretary shall execute the bid and the corporate seal shall be affixed. In the event this bid is executed by other than the President, attach hereto a certified copy of that section of corporate by-laws or other authorization by the corporation which permits the person to execute the offer for the corporation.

If 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 VILLAGE shall be submitted.

CONDITIONS

BIDDERS are responsible to become familiar with all conditions, instructions, and documents governing this bid. Submission of a bid will be considered specific evidence of having performed the above. Failure to make such preparations shall not excuse the CONTRACTOR from performance of the duties and obligations imposed under the terms of the contract for this work. Once the award has been made, failure to have read all the conditions, instructions and specifications of this document shall not be cause to alter the original proposal or to request additional compensation on approval of a contract for this work.

EQUAL PAY ACT

The successful BIDDER/CONTRACTOR, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

a. The ability, capacity, and skill of the BIDDER to perform the contract to provide the service required;
b. Whether the BIDDER can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
c. The character, integrity, reputation, judgment, experience, and efficiency of the BIDDER;
d. The quality of performance of previous contracts of services;
e. The previous and existing compliance by the BIDDER with laws and ordinances relating to the contract or service;
f. The sufficiency of the financial resources and ability of the BIDDER to perform the contract or provide the service;
g. The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
h. The ability of the BIDDER to provide future maintenance and service for the use of the subject of the contract;
i. The number and scope of conditions attached to the bid;
j. Whether the BIDDER has a place of business in the VILLAGE;
k. Responsiveness to the exact requirements of the invitation to bid;
l. The ability to work cooperatively with the VILLAGE and their administration.
m. Past records of the BIDDER'S transaction with the VILLAGE or with other entities as evidence of the BIDDER'S responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness.

The VILLAGE reserve the right to waive any technicalities or award in part or in whole or to not award at all, reject any and all bids, waive technicalities or irregularities, and may order a re-advertisement for new bids or whatever is in the best interest of the VILLAGE.

The Village Manager or his/her appointed representative shall represent and act for the VILLAGE in all matters pertaining to this proposal and contract in conjunction therewith. The VILLAGE reserves the right to accept or reject any and all proposals or to waive technicalities, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the VILLAGE will be served by such actions. The work shall be awarded to the responsible BIDDER who submits the responsive bid that is most advantageous to the public.

Failure on the part of the successful BIDDER to execute a contract within thirty (30) calendar days of its receipt or to provide acceptable performance bonds shall be considered just cause to withdraw the award. In such case the bid security shall be forfeited as liquidated damages and not as a penalty.

COMPETENCY OF BIDDER

The BIDDER, if requested in writing, must present within three (3) working days, evidence satisfactory to the Village Manager or his/her appointed representative of ability and possession of necessary facilities, prior experience, financial resources, including certificates of insurance, as identified herein.

COLLUSION

SUBMISSION OF PROPOSAL

All Proposals must be delivered to the Hinsdale Village Hall by the specified opening time of the bid. Proposals arriving after the specified time will not be accepted. Mailed bids arriving after the specified time will not be accepted regardless of post-marked time on the envelope and will be returned unopened.

All proposals should be submitted in a sealed envelope. The envelope must be clearly marked with **TREE PRUNING – RFP 1582** and with: BIDDER'S name, address, bid opening location, date and time.

WITHDRAWAL OF PROPOSAL

BIDDERS may withdraw or cancel their proposals at any time prior to the advertised bid opening time by making a written request therefore. After the bid opening time, no bid shall be withdrawn or canceled for a period of ninety (90) calendar days. The successful BIDDER shall not withdraw or cancel its proposal after having been notified by the Hinsdale Village Forester that said bid has been accepted by the VILLAGE BOARD OF HINSDALE.

DISQUALIFICATION OF PROPOSALS

The following will be cause for disqualification of proposals:

a. Prices excessively high and/or exceed monies available for the intended work;
b. Failure to submit bid security or surety;
c. Failure to offer to meet specified delivery or performance schedules;
d. Failure to price out the proposal in conformance to the required format; or qualification of price to protect the BIDDER from unknown future market conditions;
e. Rights of the VILLAGE'S limited under any contract clause;
f. Reasonable basis to suspect either conflict of interest or collusion among BIDDERS;
g. BIDDER fails to submit required information, literature, or affidavits with bid;
h. Late bids;
i. Failure of any authorized person to sign any required forms or to sign the bid; and
j. BIDDER is prohibited by local, state or federal law from entering into public contracts.
k. Anything to be in violation of the procurement policies and procedures for the VILLAGE.

CONSIDERATION OF PROPOSALS

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the VILLAGE upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said VILLAGE, or that has failed to perform faithfully any previous contract with the VILLAGE.

The VILLAGE shall accept the proposal of the responsible BIDDER on the basis of the proposal that is in the best interest of the VILLAGE to accept. In awarding the contract, in addition to price, the VILLAGE shall consider the following:

Identical bids may be reported to the Justice Department, in conformance to the President's Executive Order No. 10936, 26 F.R. 3555 (1961), and to local or state investigative bodies.

SUBLETTING OF CONTRACT

The CONTRACTOR may sublet portions of the work; however each subcontract must be approved by the Village Manager or his/her appointed representative in writing prior to commencement of work. In no case shall such consent relieve the CONTRACTOR from its obligation or change the terms of the contract. At all times the CONTRACTOR shall maintain no less than fifty (50) percent of the dollar value of the contract by direct employees of the CONTRACTOR.

DIRECTION OF WORK

The CONTRACTOR shall commence work when authorized by the Village Manager or his/her appointed representative. The CONTRACTOR shall conform to any and all directions as to the order, or manner in which the different parts of the work shall be done. All verbal or written instructions from the Village Manager or his/her appointed representative in explanation of the contract documents made during the progress of the work must be strictly obeyed by the CONTRACTOR as though they had been fully written herein. All such explanations of said contract documents shall be final and conclusive. When more than one kind of material is mentioned in these specifications the Village Manager or his/her appointed representative shall approve the material to be used.

INTERPRETATION OF CONTRACT DOCUMENTS

The Village Manager or his/her appointed representative shall in all cases determine the amount or quantity of work which is to be paid for under this contract, and shall decide all questions which may arise relative to the execution of the contract on the part of the CONTRACTOR, and all estimates and decisions shall be final and conclusive. The Village Manager or his/her appointed representative shall have the right to make alterations in plans, forms, or the scope of the work herein contemplated either before or after the commencement of the work. If such alterations diminish the quantity of the work to be done, they shall not constitute a claim for damage or for anticipated profits on the work dispensed with, or if they increase the amount of work, such increase shall be paid according to the quantity actually done and at the price or prices stipulated for such work in the contract. The VILLAGE hereby reserves the right to approve as an equal, or to reject as not being an equal, any article the CONTRACTOR proposes to furnish under the terms of the contract.

PROGRESS OF THE WORK

If the CONTRACTOR shall assign this contract or abandon the work or shall neglect or refuse to comply with the instructions of the Village Manager or his/her appointed representative relative thereto or shall fail in any manner to comply with the specifications or stipulations herein contained or if at any time the Village Manager or his/her appointed representative shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or unnecessary expense is being incurred by the VILLAGE for inspection and supervision, the Village Manager or his/her appointed representative shall notify the CONTRACTOR, in writing, to that effect. If the CONTRACTOR does not, within five (5) calendar days thereafter, take

such measures as will in the judgment of the Village Manager or his/her appointed representative insure the satisfactory completion of the work within the prescribed time or prevent unnecessary expense to the VILLAGE, the Village Manager or his/her appointed representative may put on the necessary force, at the cost to the CONTRACTOR, to correct such delay or the VILLAGE may declare the CONTRACTOR to be in default and terminate the contract as provided for herein.

RESPONSIBILITY FOR CONDUCT OF WORK

The CONTRACTOR shall be responsible to conduct the work in such a manner as to complete it accurately and within the time specified in the contract. The CONTRACTOR must have present, at all times, on the worksite a competent, English-speaking individual responsible for reading and understanding the contract documents. The representative shall be subject to receive instructions from the Village Manager or his/her appointed representative, have full authority to execute the directions of the Village Manager or his/her appointed representative, without delay, and promptly supply any necessary labor, equipment, material or incidentals to do so. If any person employed shall refuse or neglect to obey the directions of the Village Manager or his/her appointed representative, in anything relating to the work, or shall appear to be incompetent, disorderly or unfaithful, he/she shall, upon request of the Village Manager or his/her appointed representative, be at once discharged and shall not be employed again on any part of the work without consent of the Village Manager or his/her appointed representative.

QUALITY OF THE WORK

The work shall be done in a thorough and workman like manner and to the satisfaction of the Village Manager or his/her appointed representative. The CONTRACTOR shall provide only materials and tools of the best quality for the work. No secondhand material can be used in any case. All labor will be furnished by the CONTRACTOR and must be efficient and skilled in the work. All work must pass inspection by the Village Manager or his/her appointed representative.

INSPECTIONS

The VILLAGE shall have the right to inspect any work, material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items not complying with these specifications are subject to rejection at the option of the VILLAGE. The CONTRACTOR will make every effort and means available to facilitate the Village Manager or his/her appointed representative inspection of the work. Any work or material which the Village Manager or his/her appointed representative may determine to be defective must be rebuilt, replaced, or repaired at the CONTRACTOR'S own expense at the direction of the Village Manager or his/her appointed representative.

EXTRA WORK

Any work not herein specified which may be implied as being included in this contract, of which the Village Manager or his/her appointed representative shall be the judge, shall be done by the CONTRACTOR without extra charge. The CONTRACTOR shall also do such work in connection with this contract as the Village Manager or his/her appointed representative may specifically direct and if it be of a kind for which no price is given or stated in this contract, such price shall be fixed by the Village Manager or

his/her appointed representative and the CONTRACTOR, but no claim for extra work shall be allowed unless the same was done in pursuance of a written special order from the Village Manager or his/her appointed representative. It is understood that the completion of this contract under this agreement includes any and all work necessary to connect and match work with adjoining work in a reasonable manner.

EXTENSION OF TIME

The CONTRACTOR shall not be entitled to any claim for damages for any hindrance or delay from any cause whatever in the progress of the work or any part thereof. However, such hindrance may entitle the CONTRACTOR to an extension of time for completing the contract, sufficient to compensate for the detention; the same to be determined by the Village Manager or his/her appointed representative, provided that the CONTRACTOR provides notice, in writing, of the nature of the cause of such detention within ten (10) calendar days after the detention has occurred.

LOSS OR DAMAGE

Any loss or damage arising out of the nature of the work or from any detention or from any other unforeseen obstruction or difficulty which may be encountered in the prosecution of the work or from the action of the elements shall be sustained by the CONTRACTOR who will be required, without cost to the VILLAGE, to remove and replace all portions of the work, displaced or damaged, immediately after completion of this task.

PRICES

The quantities provided in the bid documents are approximate and are subject to increase or decrease. Compensation to the CONTRACTOR shall be based upon the actual quantities and sizes of trees designated for pruning multiplied by the unit prices bid for each item. The unit prices submitted herewith are for the purpose of determining the lowest cost per species/diameter, and for the purpose of determining the lowest cost BIDDER/S.

TERMINATION OF CONTRACT

The VILLAGE reserves the right to terminate the whole or any part of this contract, upon ten (10) calendar day's written notice to the CONTRACTOR. The VILLAGE further reserves the right to terminate the whole or any part of this contract, in the event of default by the CONTRACTOR. Default is defined as failure of the CONTRACTOR to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. The CONTRACTOR shall be liable for any related costs unless acceptable evidence is submitted to the Village Manager or his/her appointed representative that failure to perform the contract was due to cause beyond the control and without the fault or negligence of the CONTRACTOR. The CONTRACTOR will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the VILLAGE, fires or floods.

CHANGE IN STATUS

The Contractor shall notify the VILLAGE 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 shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The VILLAGE'S Request for Proposal General Terms & Specifications and the CONTRACTOR'S Proposal Response.

BONDS AND INSURANCE

A. PERFORMANCE BONDS

At the time of execution of the Contract, Contractor, at its sole cost and expense, shall furnish to the VILLAGE satisfactory Performance Bonds for one hundred (100) percent of the Contract Amount. Said bonds shall be in a form acceptable to the VILLAGE. Surety companies executing bonds must appear on the Treasury Department's most current list as published in Circular No. 570 and be authorized to transact business in the State of Illinois. Said bonds shall provide that they do not terminate upon completion of the Work, but shall be reduced to ten (10) percent of the Contract Amount upon final payment for a period of one (1) year. Failure to furnish the required bonds within the time specified may be cause for withdrawal of the award.

B. CONTRACTOR'S INSURANCE REQUIREMENTS

During the term of the contract, 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 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 Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Comprehensive General Liability - $1,000,000 per occurrence and shall include coverage for products and completed operations liability, independent CONTRACTOR'S liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than $2,000,000, or a project/contract specific aggregate of $1,000,000

2. Auto Liability - Combined Single Limit Amount of $1,000,000.00 on any CONTRACTOR owned, and/or hired, and/or non-owned motor equipment engaged in operations within the scope of this contract;

3. Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act;; Employers Liability $1,000,000.00 (the policy shall include a 'waiver of subrogation'); and

4. Owners and CONTRACTORS Protective Liability $1,000,000 Combined be no less than $2,000,000.00 on a project aggregate.

5. Umbrella Coverage - $2,000,000.00.

(B) The CONTRACTOR shall furnish to the VILLAGE satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the VILLAGE. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance to the VILLAGE. In addition, said certificates shall list the VILLAGE and its officers, agents and employees as additional insured on all required insurance policies other than worker's compensation. Said Notices and Certificates of Insurance shall be provided to the VILLAGE. The Certificate of Insurance shall state the VILLAGE has been endorsed as an "additional insured" by the CONTRACTOR'S **insurance carrier**. Specially, the **Certificate must include the following language:**

"The VILLAGE is and has been endorsed, as additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability coverage for the duration for the contract term".

(C) The CONTRACTOR shall require subcontractors, if any, not protected under the CONTRACTOR'S policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the CONTRACTOR.

(D) All insurance required herein of the CONTRACTOR and any subcontractors shall be valid and enforceable policies, insured by insurers licensed and permitted to do business by the State of Illinois or surplus line carriers qualified to do business in the State of Illinois. All insurance carriers and surplus line carriers shall be rated A-, VII or better by A.M. Best Company.

INDEMNIFICATION

Except to the extent claims, losses or damages are the result of the negligent acts or omissions or willful misconduct of the VILLAGE, the CONTRACTOR shall indemnify, defend and save harmless the VILLAGE, its officers, agents, employees, representative and assigns, from lawsuits, actions, costs (including but not limited to attorneys' fees and expert witness fees), claims, fines, penalties, damages or liabilities of any character, resulting from: (a) CONTRACTOR'S failure to comply fully with any federal, state or local law, statute, regulation, rule, ordinance, order of governmental directive, including, but not limited to, those which directly or indirectly regulate or relate to the generation, receipt, handling, treatment, storage, transportation, disposal or recycling of any hazardous substance or waste; (b) bodily injury, including death at any time resulting there from, and injury to property, which are attributable to, or arise out of, any negligent act or omission or willful misconduct of CONTRACTOR, its employees, agents, officers, and subcontractors; and (c) the failure of CONTRACTOR to comply with the terms, conditions, representations and warranties contained in this contract. In

connection with any such claims, lawsuits, actions or liabilities, the VILLAGE, its officers, agents, employees, representative and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The rights and obligations set forth in this section shall survive the expiration, conclusion, or termination of this contract.

COMPLIANCE WITH LAWS

The CONTRACTOR shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and VILLAGE governments, which may in any manner affect the preparation of bids or the performance of the contract.

a. Collusion: The BIDDER certifies that the prices contained in the proposal have been established without knowledge of any other proposal on this item and the BIDDER has not colluded conspired, connived or agreed, directly or indirectly, with any other BIDDER, VILLAGES' employee or any person, to fix the bid price submitted by the BIDDER or any other BIDDER, and agrees to indemnify the VILLAGE for any losses sustained by it due to illegal actions of the BIDDER. He also certifies that the BIDDER, its agents, owners, officers or employees have not been convicted or pleaded nolo-contendere to bribery, bid rigging, pricing fixing or defrauding a unit of government in violation of Section 33E-3 or 33E-4 of the State of Illinois Criminal Code.

b. Sexual Harassment Policy: The BIDDER certifies that the firm has a written sexual harassment policy defining sexual harassment as required in Section 2-105 of the Ill. Human Rights Act. 775 ILCA 5/1-105 et. seq.

c. Tax Payments: The BIDDER certifies that the BIDDER is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as set forth in 65 ILCS 5/11-42.1-1.

d. Equal Pay Act of 2003: The successful BIDDER/CONTRACTOR, and all subcontractors thereof, shall at all times comply with the provisions of the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*

e. Fair Employment Practices: The BIDDER assures the VILLAGE that he is an "Equal Opportunity Employer" as defined by federal and state laws and regulations. He agrees to comply with the Illinois Employment Practice Commission Equal Opportunity clause as required by Article II of the Illinois FEPC Rules and Regulations, which is considered to be part of any contract or purchase agreement. The clause is reprinted below:

PREVAILING WAGES

The proposed Work described in this RFP document **is not** covered by the Illinois Prevailing Wage Act. The Illinois Department of Labor ("IDOL") has determined that tree pruning is considered to be maintenance work and is not subject to prevailing wage requirements.

ILLINOIS FREEDOM OF INFORMATION ACT

Contractor agrees to furnish all documentation related to this Agreement and any documentation related to the VILLAGE required under an Illinois Freedom of

Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) days after the VILLAGE issues notice of such request to Contractor. Contractor agrees to defend, indemnify and hold harmless the VILLAGE, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees and any other expenses) for the VILLAGE to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from Contractor's, actual or alleged violation of the FOIA or Contractor's failure to furnish all documentation related to a request within five (5) days after VILLAGE'S issues notice of a request.

Furthermore, should Contractor request that the VILLAGE utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, Contractor agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor agrees to defend, indemnify and hold harmless the VILLAGE, and agrees to pay all costs connected therewith (such as reasonable attorneys' and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by Contractor's request to utilize a lawful exemption to the VILLAGE.

ILLINOIS EQUAL OPPORTUNITY CLAUSE

In the event of the CONTRACTOR'S noncompliance with any provision of this Equal Employment Opportunity clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public contracts, the contractor may be declared non-responsible and therefore 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 canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

PERMITS AND LICENSES

The CONTRACTOR shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws. All fees shall be included in the bid, no additional compensation will be allowed.

TAXES

The VILLAGE is exempt, by law, from paying the following taxes: Federal Excise Tax, Illinois Retailer's Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax on materials and services purchased by the VILLAGE. A copy of the VILLAGE'S tax-exempt letter will be provided to the successful BIDDER when requested.

PAYMENT BY THE VILLAGE

The VILLAGE agrees to make payments to Contractor and to pay interest on unpaid balances under the provisions of the Local Government Prompt Payment Act. Payment of invoices shall be made pursuant to the Illinois Prompt Payment Act (50 ILCS 505/1 et seq.).

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in Circuit Court of Cook County, Cook County, State of Illinois, and the laws of the State of Illinois shall govern the cause of action.

If you need any additional information, clarification of the specifications contact the following person in writing:

John Finnell
Village Forester
19 East Chicago Ave
Hinsdale, IL 60521
630-789-7043
630-789-7046 (fax)
jfinnell@villageofhinsdale.org

TREE PRUNING
RFP No. 1582

SPECIAL PROVISIONS FOR TREE PRUNING

GENERAL DESCRIPTION OF WORK

The VILLAGE OF HINSDALE is seeking proposals to provide **TREE PRUNING** services on Public Right-of-Ways. The work is to be completed over a three (3) year period which will begin on **November 2, 2015** and end on **April 1, 2018**. The CONTRACTOR shall begin the work from the date of Notice to Proceed from the VILLAGE and shall complete work during the specified period of the contract.

CLARIFICATION OF DOCUMENTS

Any BIDDER in doubt as to the true meaning of any part of the Special Provisions may contact John Finnell, Hinsdale Village Forester between the hours of 7:00 AM and 3:30 PM Monday through Friday.

If a written addendum is issued, a copy of such addendum will be e-mailed or faxed to all BIDDERS known to the VILLAGE'S. The information shall also be placed on file and be made available to the public per the Freedom of Information Act. No addenda shall be issued later than five (5) working days prior to the proposal opening date.

CONFLICT WITH EXISTING VILLAGE CONTRACTS

This TREE PRUNING contract shall be treated as a separate contract and not performed in conjunction with any existing contracts as currently held by the CONTRACTOR with the VILLAGE. Any CONTRACTOR that currently performs work for the VILLAGE under an existing contract must agree to furnish additional crews (labor and equipment) to guarantee that timeliness, quality and services currently rendered do not suffer in any way due to additional work contained in this contract.

CONTRACT TIME

The CONTRACTOR shall begin work on or about **November 2, 2015**, and the contract will expire on **April 1, 2018**, with the majority of the pruning work to be conducted as part of the VILLAGE scheduled pruning program which occurs during the months of January through April, and November through December. The term of the contract shall be three (3) years with fixed pricing. No Work shall be done prior to the issuance of the Notice to Proceed.

At least 90 days prior to the scheduled expiration of the Contract, the CONTRACTOR shall notify the VILLAGE of its desire to enter into an extension of the original contract. At the VILLAGE'S sole option and discretion, and provided the CONTRACTOR has performed the Work in compliance with the terms and conditions of this Contract, and

so long as no event has occurred, but for the passage of time or the giving of notice which would constitute a default under this Contract, this Contract may be extended for an additional twelve (12) month period.

The price for any extended contract shall be the unit price per diameter class stated in the original contract. Prior to an extension, the VILLAGE will review and provide quantity estimates for the upcoming contract period. Any extension shall be in writing signed by both parties.

PROPOSAL PRICING

Proposal prices shall include all applicable charges that shall be incurred during the specified period of the contract. Proposals are all inclusive and there shall be no additional charges during the term of the contract. The bidder shall indicate prices for the pruning of parkway trees at a unit price per inch of diameter. The unit price shall include all labor, equipment, materials and wood disposal costs. Bidders shall provide the unit price for the following diameter classes:

Bidders shall provide the unit price for the following five (5) diameter classes for the Village of Hinsdale:

a. (1-6") one to six inches diameter (dbh)

b. (7-14") seven to fourteen inches diameter (dbh)

c. (15-24") fifteen to twenty-four inches diameter (dbh)

d. (25-36") twenty-five to thirty six inches diameter (dbh)

e. (37"+) thirty-seven inches diameter (dbh) and greater

MEASUREMENT OF PARKWAY TREES

The diameter of trees shall be measured with a standard D-tape at a point 4 ½ feet above the average ground level at the base of the tree. In cases of multi-stemmed trees where the trunk separations begin at 4 ½ feet from the ground or lower, measurement shall be taken one (1) foot below the separation. 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 of 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).

DAMAGE AND PROTECTION OF PUBLIC AND 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 conditions of the work site, including public and private property, prior to commencing work. The CONTRACTOR shall notify the Village Manager or his/her appointed representative of any damage that exists prior to commencing work.

The CONTRACTOR shall take all necessary precautions to eliminate damage to adjacent trees, street lights, street signs, shrubs, lawns, curbs, walks, driveways and/or other real or personal property. The CONTRACTOR'S vehicles shall be located on the paved surface of a street and will not use private driveways or block any public sidewalk. The CONTRACTOR will be responsible to repair or replace any pavement or sidewalk broken or damaged as a result of work operations. Holes made in lawns, regardless of size, shall be filled with black top soil. To eliminate the possibility of creating ruts, the CONTRACTOR shall use three-quarter inch (3/4") thick, or thicker, plywood under the tires of any equipment driven on the parkway. The Village Manager's or their appointed representative 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 pruning shall be disturbed as little as possible.

The CONTRACTOR shall resolve any claims for damage with the property owner within 20 business days after damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of the property owner, and/or the Village Managers or their appointed representative the VILLAGE reserves the right to repair or replace that which was damaged by the CONTRACTOR and deduct this cost from any payment due the CONTRACTOR. In addition, the VILLAGE reserves the right to repair or replace any pavement or sidewalk damage caused by the CONTRACTOR and deduct those costs from any payment due the CONTRACTOR.

PROTECTION OF OVERHEAD UTILITIES

Tree Pruning operations may have to be conducted in areas where overhead electric, telephone, and cable television facilities exist. The CONTRACTOR shall protect all utilities from damage and follow all safety precautions and procedures required when working near such lines. The CONTRACTOR shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to the CONTRACTOR'S operation. When necessary, the CONTRACTOR shall make arrangements with the utility for removal of all necessary limbs and branches which may conflict with or create a hazard in conducting Tree Pruning. When the CONTRACTOR has properly contacted the utility, the CONTRACTOR shall notify the VILLAGE of their request.

DISCONTINUANCE OF WORK

Any hazardous work practice(s) being conducted as determined by the Village Manager or his/her appointed representative shall be immediately discontinued by the CONTRACTOR upon receipt of either written or oral notice to discontinue such practice(s). Also, the CONTRACTOR shall not continue any work which he considers dangerous and shall immediately notify the Village Manager or his/her appointed

representative.

INSPECTION OF WORK

All work shall be completed to the satisfaction of the Village Manager or his/her appointed representative including any questions as to proper procedures or quality of workmanship. Payment will not be made until work is approved by the Village Manager or his/her appointed representative.

NEGOTIATIONS

The VILLAGE reserves the right to waive irregularities in bids and bidding and to reject any or all bid proposals or to negotiate with any BIDDERS as to the final terms of any proposed contract. The VILLAGE has the right to award only part of this contract and perform some or all of the items with VILLAGE'S personnel.

EQUIPMENT

A statement shall be provided to the VILLAGE indicating the items of equipment which the bidder proposes to use on the project, together with a statement noting which of these items of equipment the bidder owns, and separately those items which he does not own but is certain he will be able to rent or otherwise have access to use. All equipment, parts or components not specifically mentioned in these specifications which are necessary to provide a complete TREE PRUNING services shall be furnished by the successful bidder. Failure to identify equipment may be grounds for disqualification.

Note: Parking for CONTRACTOR'S equipment is not available at the VILLAGE'S Public Services Maintenance Facilities.

EXCEPTIONS

If the bidder's proposal does not meet the entire specification but does substantially meet the requirements, the bidder should indicate, in writing on the bid form, all deviations from the specifications. These specifications are to be considered as the minimum effort required to complete the work.

SUBLETTING OF CONTRACT

The CONTRACTOR may sublet portions of the performance of the Work. CONTRACTOR shall identify all proposed subcontractors who will furnish services under the terms of this Contract. Subcontractors shall conform, in all respects, to the applicable provisions specified herein for the CONTRACTOR and shall be subject to approval by the VILLAGE. The CONTRACTOR shall not employ any subcontractor, either initially or as a substitute, against whom the VILLAGE has a reasonable objection.

Subcontractors shall be under the sole direction, authority and responsibility of the CONTRACTOR and CONTRACTOR shall take all steps necessary to ensure that

subcontractors comply with the Contract requirements. The work to be done by the subcontractors shall be outlined in detail by the CONTRACTOR.

CONTRACTOR shall be fully responsible to the VILLAGE for any and all acts and omissions of the CONTRACTOR'S suppliers, subcontractors and others performing or furnishing any of the work directly or indirectly on behalf of the CONTRACTOR.

TREE PRUNING
RFP No. 1582

SPECIFICATIONS FOR TREE PRUNING

The following Specifications and other provisions together with the Special Provisions shall govern the performance of the **TREE PRUNING** contract and will be made a part of the agreement.

ORDINANCE GOVERNING THE USE OF LANDSCAPE EQUIPMENT NOISE

The Contractor shall work in accordance with the Landscape Equipment Noise Ordinance which permits operation of landscape equipment between the hours of 8:00AM and 8:00PM Monday – Friday and 8:00 AM – 4:00 PM Saturday. Operating a gasoline-powered lawn or leaf–blower, which shall be deemed to include an electronically operated leaf blower powered by a gasoline-powered portable generator, is prohibited when used;

THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

DETAILED REQUIREMENTS

This contract for **TREE PRUNING** shall be based on the diameter classes shown in the Special Provisions section and will include the costs for the following two categories of work:

1. Pruning of parkway trees and branches.

2. Disposal of wood debris and other wood debris generated from tree pruning operations.

EMERALD ASH BORER COMPLIANCE AGREEMENT (ILLINOIS DEPT. OF AGRICULTURE)

Any ash debris disposal must adhere to all regulations set forth by the Illinois Department of Agriculture (IDA) 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.).

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

All EAB infested ash wood and debris shall be removed from the VILLAGE 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.

THOUSAND CANKERS DISEASE COMPLIANCE AGREEMENT (ILLINOIS DEPT. OF AGRICULTURE)

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 VILLAGE, 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 VILLAGE and shall become the CONTRACTOR'S responsibility to ensure handling of tree materials adheres to State statutes and local ordinances. Any walnut material that appears 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.

SUPERVISION

The CONTRACTOR shall provide the Village Manager or his/her representative with the name and phone number of the supervisor for this contract. The CONTRACTOR'S supervisor shall be a person in the employ of CONTRACTOR, and be a part of the daily crew who is familiar with, and regularly updated on, all the activities pertaining to work performed under this contract.

QUANTITIES AND TREE LOCATIONS

Based upon prior activity, it is estimated that a minimum of **2,100 parkway trees** (700 trees per year) will need to be pruned annually under this contract (for a twelve-month period). Quantities shall be construed as estimates for the purpose of obtaining unit prices unless otherwise stated. Trees to be pruned will be those designated by the VILLAGE on an inventory printout provided to the awarded contractor and will be pruned in a sequence indicated by each of the VILLAGE. Under normal conditions, the CONTACTOR will be expected to complete a forestry work zone area before entering into another area. Occasionally, the CONTRACTOR may be required to prune outside of the expected forestry work zone area. These additional areas will be determined by the VILLAGE and will be at least one block in length.

PROVIDING ADVANCE NOTIFICATION TO RESIDENTS

The CONTRACTOR, at its sole cost and expense, shall develop, print and distribute to all affected residents a standardized brochure, letter or postcard (pre-approved by the VILLAGE) providing advance notification of parkway tree pruning activity. The VILLAGE will advise the CONTRATOR in advance of streets or areas to be pruned requiring distribution of notification material. At minimum, residents shall be notified 72 hours in advance of parkway tree pruning operations. The VILLAGE, at their discretion, may furnish the CONTRACTOR with sample documentation deemed suitable for notification.

LISTS

Lists containing the zone, street name, numbered address, location quadrant, tree species and updated diameters (DBH) of parkway trees to be pruned shall be submitted to the CONTRACTOR. Each municipality will submit updated tree inventory lists (tree pruning) to the CONTRACTOR. Furthermore, the CONTRACTOR will receive separate list(s) from the VILLAGE. Lists submitted to the CONTRACTOR will contain at least one (1) block worth of parkway trees. In the event sidewalks are absent or public rights-of-way extend beyond existing sidewalks, parkway trees will be marked (painted) with a circular, "white dot" to denote VILLAGE'S ownership. It is possible that other contractor's working for homeowners could place a similar mark on a nearby tree, therefore, the CONTRACTOR shall confirm the validity of the tree to the list that has been provided by the VILLAGE. The VILLAGE will not compensate the CONTRACTOR for any work incorrectly performed on trees not included on the list. The list will contain the VILLAGE'S measurement of the size of each tree to be pruned. All parkway tree diameters with be measured at breast height or 4 ½ feet above ground level (see 'MEASUREMENT OF PARKWAY TREES' under Special Provisions section).

INVOICING PROCESS

The CONTRACTOR shall submit an invoice for each inventory list of parkway trees designated for pruning by each VILLAGE. 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 all charges for work orders depicted on each list.

In the event that the CONTRACTOR is required to respond to an emergency/disaster situation or provide demand hourly services (non-emergency), hours spent traveling to and from the CONTRACTOR'S location to the VILLAGE (portal to portal) shall not be considered billable. Payment for emergency/disaster services or demand hourly services (non-emergency) 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 related to the service request is required by the Village Manager and his/her representative and is essential for the authorization of payment.

Invoices shall be mailed to the following addresses (for the work performed in that particular municipality):

Village of Hinsdale
Finance Department
19 East Chicago Ave.
Hinsdale, IL 60521

POSTING OF NO PARKING SIGNS

The CONTRACTOR shall examine the area surrounding the trees to be pruned and determine, in sufficient time prior to initiating the Work on each Pruning List, whether "No Parking" signs are necessary to allow access to trees. The CONTRACTOR shall contact the Village Managers or their appointed representative to obtain the appropriate signage from each VILLAGE and the CONTRACTOR shall post them as necessary. "No Parking" signs must be displayed for 48 hours prior to enforcement. CONTRACTOR shall remove all signs upon completion of work in that area.

WORK REPORTS

The CONTRACTOR shall submit a written or verbal report on each day that work is performed to the Village Manager or his/her appointed representative listing completion dates, locations and numbers of parkway trees pruned. In addition, the CONTRACTOR shall immediately report any parkway tree information to the respective VILLAGE that pertains to visible girdling roots, structural weaknesses, decayed trunks and branches or split crotches. In order to satisfy this requirement, the CONTRACTOR may submit the daily report to the Village Managers or their appointed representative via electronic mail, facsimile or by telephone.

WORK CREW SUPERVISION

The CONTRACTOR shall provide a qualified supervisor for each crew at all times while working under this contract. Each supervisor shall be fluent in English and be authorized by the CONTRACTOR to accept and act upon all directives issued by the Village Manager or his/her appointed representative. The CONTRACTOR shall notify the Village Manager or his/her appointed representative prior to beginning work each day on this contract. At least one individual shall be responsible for monitoring the job site that has passed and received the "Certified Arborist" or "Certified Tree Worker" designation from the International Society of Arboriculture. **Please provide the ISA certification number and classification type for all supervisory employees that may be associated with this contract.** Individuals found not to be following the intent of these specifications shall be removed from the work site at the request of the Village Manager or a representative thereof. Such individuals shall not be allowed to return to complete work on this contract.

SITE CLEAN-UP

The CONTRACTOR shall clean up each site where a parkway tree has been pruned. 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 MORE THAN 24 HOURS OR OVER THE WEEKEND WITHOUT PRIOR CONSENT FROM THE VILLAGE.** 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 site shall be returned to the same state it existed in prior to commencement of any work. The CONTRACTOR will be responsible for any costs associated with repairs that may be needed after completion of contractual tree pruning. In the event of snowfall, debris must be immediately cleaned up so it does not interfere with VILLAGES' snow plowing operations.

WOOD AND DEBRIS DISPOSAL

The CONTRACTOR is responsible for the disposal of all wood debris from a site and returning the site to its original state after pruning a parkway tree.

Limbs, branches and/or trunks may be temporarily placed in the public right of way (parkway) in such a manner as to eliminate any obstruction, including site line, obstructions to motor vehicles and pedestrians. Brush and limbs cannot be stored or placed in a manner that obstructs any street, driveway or sidewalk. **Under NO circumstances shall these materials be allowed to lie on the parkway overnight** unless the Village Manager or his/her representative thereof has granted specific permission. Violation of this will result in the VILLAGE assessing liquidated damages as specified within the contract.

SAFETY STANDARDS

In addition to those provisions set forth in the General Provisions, CONTRACTOR shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

a. 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 or as amended.

b. 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 sufficient or adequate protection. Questions of sufficiency shall be resolved to the satisfaction of the Village Managers or a representative thereof.

   During tree pruning operations, the CONTRACTOR shall have the responsibility to block the street at each intersection or appropriate section of the block using proper signage and barricades to prevent any motorized vehicle from entering.

   - For street closure the CONTRACTOR shall notify the Village of Hinsdale Public Services at 630-789-7043, and the Police Department at 630-789-

7070.

c. During tree pruning operations, sidewalks shall be properly barricaded and closed to the satisfaction of the Village Manager or a representative thereof. More importantly, within school zone areas and other areas where many children are present - such as around day camps or day care areas – tree 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 Village Manager or a representative thereof shall provide the CONTRACTOR with appropriate information regarding the school areas and times of these activities.

DEMAND HOURLY SERVICES (NON-EMERGENCY)

The CONTRACTOR will be required to perform additional services (tree removal or pruning) including, but not limited to, branch or log pickup, pruning of broken hanging branches, additional stumping services and removal of trees not located in a traditional parkway setting such as those located in alleys with wire conflicts. If such conditions exist, the Village Manager or an appointed representative will notify the CONTRACTOR that demand hourly services are requested and work will be performed during normal working hours at the demand hourly rate.

Upon notice, the CONTRACTOR will provide crew(s) and equipment to the site within two (2) business days (shortest notice response deadline) or an extended time frame as specified by the Village Manager or appointed representative. Depending on the nature of service request, the crew size will vary; however, the CONTRACTOR must receive approval of crew size from the Village Manager or appointed representative before commencing work.

Demand hourly services shall be provided at an hourly rate per employee and include all labor, equipment and materials needed to perform the work to the satisfaction of the VILLAGE MANAGER or appointed representative. The hourly rate shall also include the cost to dispose of all tree debris and related materials – this includes all costs associated with the disposition of those materials. Payment will be made only for hours worked at the site. Hours spent traveling to and from the CONTRACTOR'S location to the VILLAGE (portal to portal) **shall not** be considered billable. Normal working hours occur between the hours of 8:00 AM and 5:00 PM, Monday through Friday. **In the event that the successful BIDDER holds another contract with the VILLAGE that contains rates for demand hourly services (non-emergency), the lesser of the two rates shall apply.**

EMERGENCY / DISASTER SERVICES

Parkway trees may require immediate removal or pruning to ensure public safety (i.e. wind storms). If such conditions exist, the Village Manager or a representative thereof will notify the CONTRACTOR that an emergency exists. Upon notice, the CONTRACTOR will provide crews to the site **within 2 hours**. When requesting emergency/disaster services, the CONTRACTOR shall provide, **at minimum**, a three (3) employee crew with one wood chip truck, brush chipper and one aerial truck.

Emergency/disaster services shall be provided at an hourly rate per employee hour and include all labor, equipment and materials needed to perform the work to the satisfaction of the Village Manager or appointed representative. The hourly rate shall also include the cost to dispose of all tree debris and related materials – this includes all costs associated with the disposition of these materials. Payment will be made only for hours worked at the site. No additional charges shall be included beyond the hourly rate charge and the hours charged must be substantiated in the invoice. A separate emergency rate for normal working hours and outside normal working hours emergency work shall be provided. Prices are non-negotiable, and no distinction between emergency, disaster, or catastrophe shall be made. Normal working hours occur between the hours of 8:00 AM and 5:00 PM, Monday through Friday. Payment for such emergency service outside normal working hours will be in accordance with the outside normal working hours' emergency rate on the bid form. Payment will be made for all hours worked at the site. Hours spent traveling to and from the CONTRACTOR'S location to the VILLAGE (portal to portal) **shall not** be considered billable.

In addition to the equipment previously mentioned, the CONTRACTOR may be asked to provide additional wood chip trucks, brush chippers, aerial trucks, stump grinders, or trucks equipped with log grapple loaders. **In the event that the successful BIDDER holds another contract with the VILLAGE that contains rates for emergency/disaster services, the lesser of the two rates shall apply.**

DEFINITION OF TERMS

To avoid misunderstanding, the following terms throughout the specifications will be defined as follows:

Watersprouts

Bushy and undesirable growth of small shoots from the roots, from the trunk of a tree or from major limbs in close proximity to the trunk usually not following the general pattern of the tree.

Interfering Branches

Branches which are growing in contact with or within ten (10) feet of manmade structures or overhanging a structure.

Objectionable Branches

Branches which are growing in such a manner that they cause unnecessary crowding, or are undesirable if the natural form or shape of the tree is to be achieved, or are growing in a direction heading into the crown of the tree.

Young Tree

A parkway tree that measures up to 12 inches in diameter when measured at 4½ feet above the ground surface.

Medium Tree

A parkway tree that measures between 12 and 24 inches in diameter when measured at 4½ feet above the ground surface.

Mature Tree

A parkway tree that measures 25 inches in diameter and greater when measured at 4½ feet above the ground surface.

PRUNING OPERATIONS

In order to satisfy the following provisions, the CONTRACTOR shall perform pruning operations through the act of tree climbing in conjunction with aerial equipment, as needed. Additionally, all pruning shall be in accordance with most current American National Standards Institute standards, ANSI A300 (2008) and all its supplements.

a. **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 water sprouts shall be removed.

b. **CLEARANCE**

Remove branches to achieve 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.

Remove branches to achieve clearance of fifteen (15) 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 fifteen (15) 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.

Pruning shall be conducted in a manner that maintains the crown shape and symmetry typical of the species being pruned.

c. **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 VILLAGE MANAGERS or their appointed representative 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.

d. **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 VILLAGE MANAGER or their appointed representative.

e. **PRUNING CUTS AND 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 DIRECTOR injure the tree.

PRUNING OF ELM TREES

American elm (*Ulmus Americana*) and other non-disease resistant elm species (*Ulmus spp.*) shall be pruned only between November 15 and April 1. At the discretion of the VILLAGE MANAGERS or their appointed representative, an elm may be pruned outside of this time period to mitigate an immediate hazard. Pruning paint shall be applied to all cuts and wounds on diseased susceptible elm species when pruned during the growing season.

WORKING HOURS

All maintenance and tree pruning services shall be provided between the hours of 8:00 a.m. and 8:00 p.m., Monday through Friday. however when given prior approval by the Village Manager or their appointed representative (at least 48 hours prior to commencing work) pruning operations may also occur on Saturdays between the hours of 9 a.m. and 6p.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 1st)
Good Friday
Memorial Day
Independence Day (Observed)
Labor Day
Thanksgiving Day
Friday Following Thanksgiving Day
Christmas Eve (December 24th)
Christmas Day (December 25th)
New Year's Eve (December 31st)

Any emergency services needed are to be provided with 90 minutes of notification. Provide a 24-hour emergency telephone number to contact a representative in case of emergency.

STATISTICAL INFORMATION

Village of Hinsdale	
Total # Parkway Trees	**14,132**
Total Miles of Streets (center lane)	**74**
Tree distribution by genus (%)	
Acer (maple)	**28.36**
Celtis (hackberry)	**5.42**
Fraxinus (ash)	**9.06**
Gleditsia (honeylocust)	**7.97**
Malus (crabapple)	**1.5**
Quercus (oak)	**5.63**
Tilia (linden)	**7.34**
Ulmus (elm)	**14.13**
Totals - All other genus	**20.59**

ADDITIONAL INFORMATION

It is recommended that *BIDDERS* visit the VILLAGE and become familiar with the surroundings and circumstances before submitting a bid. In submitting a proposal, it is presumed that the BIDDER is familiar with the tree coverage of the VILLAGE and has knowledge of any condition which would be readily apparent had such a visit been made.

To arrange to visit the site or request additional information or clarification of the specifications, contact the following person(s) during the normal working hours of 7:00 am to 3:00 pm:

John Finnell
Village Forester
Village of Hinsdale
19 E. Chicago Ave.
Hinsdale, IL 60521
Tel: (630)-789-7043
Email: jfinnell@villageofhinsdale.org

PRICING PROPOSAL - TREE PRUNING - RFP 1582

1. **Pruning Per Specification:**

Item No	Item Description Diameter classes (DBH)	Estimated Quantities (trees)	Estimated Total Diameter (DBH)	Unit Price (per DBH)	Extended Price
1	1-6 inches	0	0	$ 3.00	$ 0
2	7-14 inches	555	6,799	$ 2.49	$ 16,929.51
3	15-24 inches	1047	19,697	$ 2.49	$ 49,045.53
4	25-36 inches	391	11,425	$ 2.48	$ 28,334.00
5	37 inches and greater	106	4,451	$ 2.60	$ 11,572.60
TOTAL BASE BID (Village of Hinsdale)					$ 105,881.64

2. **Cost For Demand Hourly Services (non-emergency);** The Contractor shall provide tree removal assistance for Demand Hourly Services (non-emergency) per specifications shown in this RFP.

During Normal Working Hours: $ 75.00
Per Employee Hour (includes equipment and wood disposal)

3. **Cost For Emergency Hourly Services:** The Contractor shall provide tree removal assistance for Emergency Service per specifications shown in the RFP.

During Normal Working Hours: $ 85.00
Per Employee Hour (includes equipment and wood disposal)

Outside Normal Working Hours: $ 150.00
Per Employee Hour (includes equipment and wood disposal

4. **Equipment:** Attach a list of equipment which the bidder proposes to use on this contract. Indicate if the bidder owns the equipment or plans to rent or otherwise has access to use.

The Contractor affirms that the prices quoted above include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, temporary facilities, licenses, permits and all other appurtenances, facilities and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with **TREE PRUNING, RFP No. 1582.** Any and all exceptions to these specifications **MUST** be clearly and completely indicated below. Attach additional pages if necessary.

EXCEPTIONS TAKEN: [✓] NO [ ] YES (List below)

Do you currently hold any VILLAGE contracts? [ ] NO [✓] YES (list below)

VILLAGE OF GLENVIEW - TREE MAINTENANCE

VILLAGE OF LIBERTYVILLE - TREE REMOVAL

ISA Arborist Certification numbers included: ☐ NO ☑ YES (List below)

NICK WILLIS IL 5364A

BILL THOMPSON IL 5022A

TIM TADDY IL 0136A

IDOA EAB Compliance Agreement attached? ☐ NO ☑ YES

IDOA Thousand Cankers Disease Compliance Agreement attached?

☐ NO ☑ YES

PENDING SIGNATURE FROM IDOA

NOTE TO BIDDERS: Please be advised that any exceptions to these specifications may cause your proposal to be disqualified. Submit proposals by SEALED ENVELOPE ONLY. Fax and e-mail proposals are not acceptable and will not be considered.

TREE PRUNING
REQUEST FOR PROPOSAL NO. 1582
BID PROPOSAL

I/We hereby agree to furnish to the VILLAGE of Hinsdale, IL all necessary materials, equipment, labor, etc. to complete **TREE PRUNING** in accordance with provisions, instructions shown, for the prices indicated, as follows:

1. CONTRACTOR INFORMATION

Company Name: TREES "R" US, INC

Address: PO BOX 6014

City, State, Zip Code: WAUCONDA, IL 60084

Bidder affirms that the prices quoted above include all equipment, materials, labor, services, personnel, tools, machinery, utilities, supplies, insurance, bonds, supervision, overhead expense, profits, appliances, transportation and delivery charges, temporary facilities, licenses, permits and all other appurtenances, facilities and incidentals reasonably inferred as necessary to complete the Work in a timely and workmanlike manner all in accordance with the RFP and Contract Documents.

Note: It is the VILLAGE'S intention to award this contract to the lowest responsible and eligible Bidder based on the cost of the Total Bid Proposal. The VILLAGE also reserves the right to reject any or all proposals, and to waive technicalities in the bid/award process.

Signed on this 15TH day of APRIL, 2015.

If an individual or partnership, all individual names of each partner shall be signed:

By.....: _____

Print Name.....: _____

Position/Title .....: _____

By.....: _____

Print Name.....: _____

Position/Title .....: _____

Company Name : _____

Address line 1 ...: _____

Address line 2 ...: _____

E-Mail Address..: _____

Telephone .....: _____

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE

By.....

Print Name..... :
JENNI WILLIS

Position/Title ..... :
PRESIDENT

Company Name..... :
TREES "R" US, INC

Address line 1 ..... :
PO BOX 6014, WAUCONDA, IL 60084

Telephone..... :
847-913-9069

BIDDER'S CERTIFICATION FORM
TREE PRUNING
REQUEST FOR PROPOSAL NO. 1582

TREES "R" US, INC (Name of Bidder), having submitted a proposal for a contract for **TREE PRUNING** to the VILLAGE of Hinsdale, IL hereby certifies that said BIDDER is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements.

By: _____
Authorized Agent of BIDDER

Subscribed and sworn to before me this 15th day of APRIL, 2015

Notary Public: Rhonda Widtmann

OFFICIAL SEAL
RHONDA WIDTMANN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/13/16

PERFORMANCE REFERENCE FORM
REQUEST FOR PROPOSAL NO. 1582

Each BIDDER **must** supply three (3) names, addresses, telephone numbers and names of persons representing municipalities; to contact as performance references.

Company Name .....: VILLAGE OF GLENVIEW
Address .....: 1333 SHERMER RD
City & State .....: GLENVIEW, IL 60026
Telephone Number .....: 847-904-4522
Person to Contact .....: ROY FICKEL
E-Mail Address .....: rfickel@glenview.il.us

Company Name .....: VILLAGE OF BARTLETT
Address .....: 228 S. MAIN ST
City & State .....: BARTLETT, IL 60103
Telephone Number .....: 630-837-9043
Person to Contact .....: SARAH PERRY
E-Mail Address .....: sperry@vbartlett.org

Company Name .....: VILLAGE OF SKOKIE
Address .....: 9050 GROSS POINT RD
City & State .....: SKOKIE, IL 60077
Telephone Number .....: 847-933-8427
Person to Contact .....: ELIZABETH ZIMMERMAN
E-Mail Address .....: ELIZABETH.ZIMMERMAN@SKOKIE.ORG

APPENDIX ONE
VILLAGE OF HINSDALE
CONTRACT DOCUMENT NUMBER 1582

This agreement is made this _____ day of _____, 2015, between and shall be binding upon the Village of Hinsdale, an Illinois municipal Corporation hereinafter referred to as the "VILLAGE" and

TREES "R" US, INC. Hereinafter referred to as the "CONTRACTOR" and its successors. Witnessed, that in consideration of the mutual promises of the 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 PRUNING "** and all as further described in the contract documents.

This contract shall embrace and include the entire applicable contract documents as shown in the **RFP Document for Contract Document Number 1582 for TREE PRUNING .**

1. The Village agrees to pay, and the CONTRACTOR agrees to accept as full payment such sums 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. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the VILLAGE demands that the CONTRACTOR furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the VILLAGE nor shall any retained percentage become due until releases and waivers of lien have been supplied as the VILLAGE designates.

4. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

IN WITNESS WHEREOF, the Village of Hinsdale, Illinois by Kathleen Gargano, Village Manager, and the CONTRACTOR have hereunto set their hands this ____ day of _____ 2015

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

Accepted this _____ day of _____, 2015

Individual or Partnership _____ Corporation ✓

JENNI WILLIS — PRESIDENT

By — Position/Title

_____ — _____

By — Position/Title

TREES "R" US, INC

Print Company Name

THE VILLAGE OF HINSDALE, ILLINOIS

Accepted this _____ day of _____, 2015

_____

Kathleen Gargano, Village Manager

Attest:_____

Christine Bruton, Village Clerk

CONTRACTOR'S CERTIFICATION

Jenni Willis, having been first duly sworn depose and states as follows:

1. Trees "R" Us, Inc., having submitted a proposal for **TREE PRUNING** 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. Trees "R" Us, 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 tax in accordance with procedures established by the approve Revenue Act; or

b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____

Authorized Agent of CONTRACTOR

Subscribed and sworn to before me this 15th day of April, 2015

Notary Public: Rhonda Widtmann

OFFICIAL SEAL
RHONDA WIDTMANN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/13/16

CONTRACTOR'S DRUG-FREE WORKPLACE CERTIFICATION

The undersigned is an authorized representative of
Name of Company:
TREES "R" US, INC, and certifies that they will comply with all requirements Pursuant to Chapter 30, Section 580/1 of the Illinois Compiled Statutes (30 ILCS 580/1) et. Seq. entitled "Drug Free Workplace Act"; the undersigned CONTRACTOR hereby certifies to the contracting agency that it will provide a drug-free workplace by:

1. Publishing a statement:
   a. Notifying employees that the unlawful manufacture, distribution, 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:
   d. Abide by the terms of the statement; and
   e. 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 satisfactory participation in a drug assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 (30 ILCS 580/5) of the Act.
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: _____

Title/Position: PRESIDENT

Subscribed and sworn to before me this 15th day of APRIL, 2015

Notary Public: Rhonda Widtmann

OFFICIAL SEAL
RHONDA WIDTMANN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/13/16

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.

TREES "R" US, INC.
CONTRACTOR

4/15/15
Date

PERFORMANCE BOND

BE IT KNOWN TO ALL PERSONS that:

_____ (Name of Contractor)

_____ (Address)

hereinafter referred to as "Principal" and,

_____ (Name of Surety)

_____ (Address)

hereinafter referred to as "Surety"

are held and firmly bound unto the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521 (hereinafter referred to as "Owner") as herein provided.

THE CONDITION OF THIS OBLIGATION is such that Principal and Surety agree to bind themselves, successors, executors, administrators and assigns, jointly and severally, for the full and faithful performance of **Contract No. 1582** dated the ___ day of _____2015, (hereinafter referred to as the "Contract")(a copy of which is attached and incorporated by reference as though fully set forth herein) for the **2015-2017 TREE PRUNING PROGRAM** ("Work") in accordance with the Contract Documents.

NOW, THEREFORE, if the Principal shall well, truly, fully and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, including its agreement to guaranty and maintain said Work for a one (1) year period following final payment to such Principal, and if Principal shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then the amount of this Bond shall be reduced to ten percent (10%) of the amount set forth on the first page hereof for a period of one (1) year; otherwise to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or to the Contract Documents accompanying the same, shall in any way affect its obligation on this Bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the Work or to the Contract Documents.

PROVIDED FURTHER, that no final settlement between the Owner and Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ___ counterparts, each one of which shall be deemed an original and this the ___ day of _____ 2015.

ATTEST:

_____ (Principal)

By: _____

_____

ATTEST:

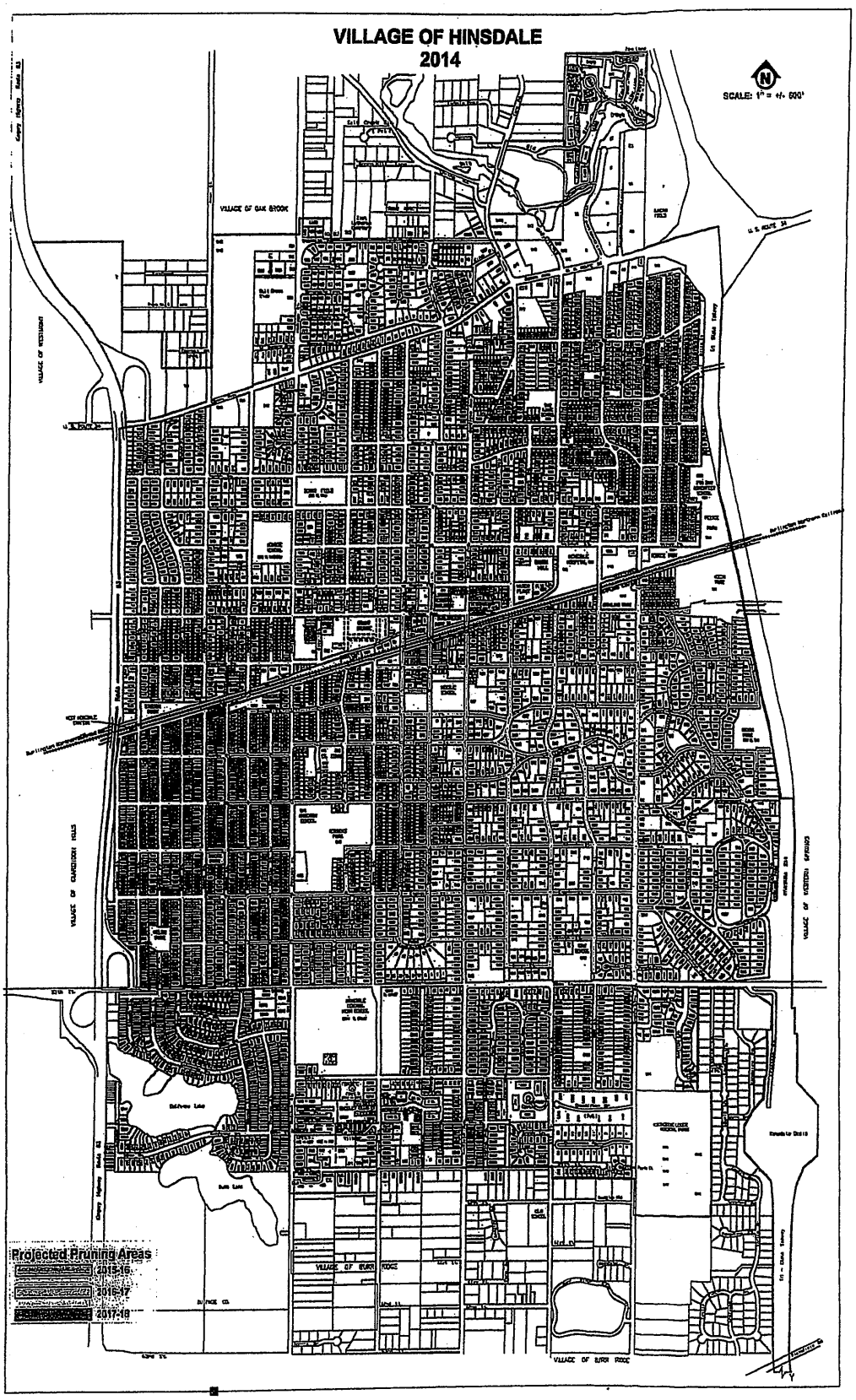
_____ (Surety)

By: _____

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 Work is located.

APPENDIX TWO: VILLAGE'S LOCATION MAP



END OF DOCUMENT

A310™ – 2010 Bid Bond

CONTRACTOR:
(Name, legal status and address)
Trees "R" Us, Inc.
P.O. Box 6014
Wauconda, IL 60084

SURETY:
Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521

BOND AMOUNT: $ 10% of Bid Amount
PROJECT:
(Name, location or address, and Project number, if any)
Tree Prunning

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of April, 2015

Trees "R" Us, Inc.

(Witness)

(Principal) (Seal)

(Title) Jennifer Willis, President

(Witness)

Berkley Insurance Company
(Surety) (Seal)

(Title) G. Mark Duncan, Attorney-In-Fact

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
RWC Insurance Group Ray Weidenaar & Co. 7239 W. Laraway Rd. Frankfort IL 60423-7767	PHONE (A/C, No, Ext): (815) 469-6585	FAX (A/C, No): (815) 469-6165
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Trees "R" Us, Inc. DBA: Organic Solutions P.O. Box 6014 Wauconda IL 60084-6014	INSURER A: Wesco Insurance Co.	
	INSURER B: West American Insurance Co.	44393
	INSURER C: Ohio Casualty Insurance Co.	24074
	INSURER D: Nova Casualty Company	
	INSURER E: Hartford Fire Ins. Co.	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:#1** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			WPP113913801	2/15/2015	2/15/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			BAW55038278	2/15/2015	2/15/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] [X] UMBRELLA			ESO55038278	2/15/2015	2/15/2016	Umbrella Liab Occ & Agg	$ 3,000,000
	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			(GL & Work Comp) WUM113913901	2/15/2015	2/15/2016	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Excluded: Jenni Willis Nick Willis ARBWK0011051-0	11/15/2014	11/15/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Leased/Rented Equipment			83MSJG4300	2/15/2015	2/15/2016	Limit-	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re; Contract#1537/Tree Pruning-Village of Hinsdale

Additional Insureds with respects to General Liability and Auto Liability when required by written contract on a primary and non-contributory basis: Village of Hinsdale and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark Duncan/AGRADY

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Nick Willis 097-067
Trees R Us PO Box 6014
Wauconda IL 60084 847-913-9069

Lake County

Illinois Department of Agriculture
EMERALD ASH BORER COMPLIANCE AGREEMENT

Mailing Address: Street _____ Contact Name: Mr./Ms. _____

City/Town _____ State _____ Zip code _____

Telephone: _____ Fax: _____ E-mail: _____

County _____

Disposal or Processing Yard Location (if different than mailing address above): Street _____

City/Town _____ Zip code _____ County _____

Applicable to State of Illinois Interior State Quarantine(s) for the Emerald Ash Borer (Agrilus planipennis)
Pursuant to the Insect Pest and Plant Disease Act (505 Illinois Compiled Statutes 90/1 et seq.)

I acknowledge State and Federal regulations governing the Emerald Ash Borer (EAB), quarantine zone boundaries, and "regulated articles"*. When working within and near EAB quarantine zone(s), I agree to supply records that may be required for inspection. I agree to comply with the procedures listed below in this agreement and with any other procedures required by the Director of the Illinois Department of Agriculture, as follows:

1. Regulated articles shall not be moved out of established quarantine zone(s) at any time unless: a) the regulated articles have been chipped/processed to a size measuring less than 1.0 inch in two dimensions; b) the bark and outer ½ inch of sapwood of regulated articles has been completely removed; or c) the regulated articles, including firewood, have been treated to meet USDA-APHIS-PPQ standards for Kiln Sterilization (T404-b-4), Heat Treatment (T314-a), or Fumigation Treatment (T404-b-1-1);
2. From May 1 to September 1, all regulated articles originating from within the EAB quarantine zone and leaving any municipality or township of their origin shall only be transported within the EAB quarantine zone in an enclosed vehicle or a vehicle completely enclosed by a covering, such as canvas, plastic or tightly woven cloth, adequate to prevent the passage of the Emerald Ash Borer to the environment;
3. Any and all persons or entities transferring possession of regulated articles within the EAB quarantine zone to another person or entity shall inform the person or entity taking possession of the regulated article, either verbally or in writing, that the said regulated articles are subject to State and Federal quarantine regulations;
4. Employers shall inform their employees about the EAB quarantine regulations, including EAB quarantine zone boundaries, instruct employees how to identify the EAB and its signs, and require a copy of this compliance agreement to be carried by employees working in the State of Illinois; and
5. The Illinois Department of Agriculture shall be informed of any suspected EAB infestation(s).

*"Regulated Articles" are hereby defined as the following:

1) The Emerald Ash Borer (*Agrilus planipennis* Fairmaire) in any living stage of development;
2) Ash trees (*Fraxinus spp.*) of any size;
3) Ash limbs and branches;
4) Any cut non-coniferous, hardwood firewood;
5) Bark from ash trees and wood chips larger than one inch in two dimensions from ash trees;
6) Ash logs and lumber with either the bark or the outer one-half-inch of sapwood or both, attached;
7) Any item made from or containing the wood of the ash tree which is capable of spreading the emerald ash borer;
8) Any other article, product, or means of conveyance when it is determined by the Director of Agriculture that it presents the risk of spread of the Emerald Ash Borer in any stage of development.

Arrixing of the signatures below will validate this agreement which shall remain in effect until cancelled. This document may be revised as necessary, or revoked for noncompliance, by the Illinois Department of Agriculture.

Signature/Title _____ President Date Signed 7/13/10

State Agency Official Signature _____ Compliance Agreement No: 097-067

Illinois Department of Agriculture
2280 Bethany Road, Suite B
DeKalb, Illinois 60115
Phone: 815-787-5476
Fax: 815-787-5488

Illinois Department of Agriculture
P.O. Box 19281
Springfield, Illinois 62794-9281
Phone: 217-785-2427
Fax 217-524-4882

One original signed agreement to be maintained at the Illinois Dept. of Agriculture and a second original signed agreement to be maintained at the company office. For up-to-date information on EAB please go to: www.IllinoisEAB.com or www.state.il.us/EAB.

[11/23/2009, *EABComplianceAgreementVI.doc*]

Illinois Department of Agriculture

State of Illinois Thousand Cankers Disease Compliance Agreement

Company or Name: TREES "R" US, INC Contact Name (Mr)/Ms. NICK WILLIS

Mailing Address:Street PO BOX 6014 City/Town: WAUCONDA State: IL Zip Code: 60084

County: LAKE

Telephone: 847-913-9069 Fax: 847-487-3753 Email: nick@treesrusinc.com

Disposal/Processing Location(if different than above address):Street 524 S. RAND RD, WAUCONDA, IL 60084

City/Town: WAUCONDA State: IL Zip Code: 60084 County: LAKE

Applicable to State of Illinois External Regulations on *Juglans spp.* products with regards to Thousand Cankers Disease Complex (*Geosmithia morbida* and *Pityophthorus juglandis*)

Pursuant to the Insect and Plant Pest Disease Act (505 Illinois Compiled Statutes 90/1 et.seq.) and the Proclamation, dated February 1, 2012, put forth by the Governor of the State of Illinois.

I acknowledge regulations put forth by the State of Illinois governing *Juglans spp.* materials. When working with, transporting, importing, or otherwise handling *Juglans spp.* material, I agree to supply records that may be required for inspection. **I agree to comply with procedures listed below in this agreement, and with any other procedures required by the Director of the Illinois Department of Agriculture, as follows;**

1. Regulated articles shall not be moved into Illinois any time unless: a) the regulated articles originate from an area where the Thousand Cankers Disease (TCD) complex is not known to occur, AND site of origin paperwork, demonstrating proof of harvest and COUNTY and STATE of origin, accompanies the material(s); b) the regulated articles originate from an area or transit through an area where the Thousand Cankers Disease (TCD) complex is suspected/confirmed and has accompanying phytosanitary certification demonstrating the materials have been treated by 1) removal of the bark and outer ½ inch of sapwood, or 2) USDA-APHIS-PPQ standards for Kiln Sterilization (T404-b-4), or Heat Treatment (T314-a), or Fumigation Treatment (T404-b-1-1);
2. Prior to shipment, the Illinois Department of Agriculture will be notified of intended transport of any regulated materials into Illinois which originate from confirmed infested states, via an electronic version of the phytosanitary certificate;
3. Any and all persons, businesses, or entities transferring possession of regulated articles shall inform the person, businesses, or entities taking possession of the regulated articles, either verbally or in writing, that said regulated articles are subject to State regulations;
4. The Illinois Department of Agriculture shall be informed of any suspected TCD infested materials, and any suspected TCD infestations in standing trees.

"Regulated articles" are herby defined as the following;

1) All plants, plant parts, and products of the genus *Juglans*; articles of *Juglans*, including but not limited to logs, green lumber, firewood, nursery stock, bark, mulch, burls, stumps, and packing materials;
2) Any of the above said materials passing through a known infested state, regardless of origin;
3) All life stages of the Walnut Twig Beetle (*Pityophthorus juglandis*);
4) All life stages of the Geosmithia fungus (*Geosmithia morbida*);
5) Any article, product, or means of conveyance when it is determined by the Illinois Department of Agriculture to present a risk of spread of the Walnut Twig Beetle or the Geosmithia fungus. Exceptions are nuts, nutmeat, and hulls, processed lumber (100% bark free and kiln dried, with squared edges), and finished wood products without bark, including but not limited to walnut furniture, musical instruments, and gun stocks.

Affixing of the signatures below will validate this agreement which shall remain in effect until cancelled. This document may be revised as necessary, or revoked for noncompliance, by the Illinois Department of Agriculture.

Signature/Title: [signature] President Date Signed: 4/15/15

State Agency Official Signature: _____ Compliance Agreement #: PENDING

Illinois Department of Agriculture
2280 Bethany Road, Suite B
DeKalb, Illinois 60115
Phone: 815-787-5476
Fax: 815-787-5488

Illinois Department of Agriculture
P.O. Box 19281
Springfield, Illinois 62794-9281
Phone: 217-785-2427
Fax 217-524-4882

One original signed agreement to be maintained at the Illinois Dept. of Agriculture and a second original signed agreement to be maintained at the company office. For up-to-date information on TCD please go to www.agr.state.il.us **[02-02-2012, *TCD ComplianceAgreementI.doc*]**

ACKNOWLEDGEMENT OF ATTORNEY-IN-FACT FOR SURETY

STATE OF ILLINOIS

COUNTY OF WILL

On this 13th day of April, 2015, before me personally appeared G. Mark Duncan, Attorney-in-Fact, of Berkley Insurance Company, with whom I am personally acquainted, who being by me duly sworn, did depose and say, that he resides in Will County; that he is the Attorney-in-Fact of Berkley Insurance Company, the corporation named in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed and executed the said instrument as Attorney-in-Fact of said corporation by like order.

Notary Public Judy Swing

State IL County Will

My Commission Expires 8/4/2017

OFFICIAL SEAL
JUDY SWING
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/04/2017

(Notarial Seal)

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***G. Mark Duncan or Raymond A. Mathews of Ray Weidenaar & Co. dba RWC Insurance Group of Frankfort, IL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Ten Million and 00/100 U.S. Dollars (U.S.$10,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 22 day of November, 2013.

Attest: Berkley Insurance Company

(Seal)

By _____ By _____
Ira S. Lederman Jeffrey M. Hafter
Senior Vice President & Secretary Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 22 day of November, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 13th day of April, 2015.

(Seal)

_____
Andrew M. Tuma

WARNING - Any unauthorized reproduction of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

9e

DATE: May 19, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Consent Agenda - EPS	**ORIGINATING DEPARTMENT** Public Services
ITEM Contract Change Order #1 Woodlands Phase 2 Project John Neri Construction Company	**APPROVAL** Dan Deeter Village Engineer

Staff is recommending approval of the attached Contract 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 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 $3,076,122. The project contract amount was $3,118,005, resulting in a savings for construction of $41,882. The overall project savings (including engineering and construction) is $947,618, as shown below. The Village has received a maintenance bond valued at 10% of the construction cost from John Neri Construction Company.

The Woodlands Phase 2 Project budget is listed below:

	MIP Budget	Contract Pricing	Actual Cost
• Construction Observation	$ 340,451	$ 179,360	$ 179,360
• Construction	$3,862,649	$3,118,005	$3,076,122
• Total	$4,203,100	$3,297,365	$3,255,482
• Contract Variance (Contract Pricing – Actual Cost):			$ 41,882 deduction
• Budget Variance (MIP Budget – Actual Cost):			$ 947,618 deduction

MOTION: To Approve a Resolution for the Woodlands Phase 2 Project Construction Contract Change Order Number 1 in the Amount of $41,882 Deduction to John Neri Construction Company.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL

COMMITTEE ACTION:

BOARD ACTION: At the May 5, 2015 Board of Trustees meeting, the Board approved the item to be moved to the consent agenda.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE WOODLANDS PHASE 2 PROJECT CONSTRUCTION CONTRACT CHANGE ORDER NUMBER 1 IN THE AMOUNT NOT TO EXCEED $ 41,882.35 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 Woodlands Phase 2 Project; and

WHEREAS, the President and Board of Trustees of the Village hereby find that the circumstances said to necessitate this Change Order were not reasonably foreseeable at the time the Contract was signed, the Change Order was germane to the original Contract as signed, and the Change Order is in the best interest of the Village of Hinsdale and authorized by law;

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

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

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

Section 3. Final Determination. This Resolution shall constitute the written determination required by Section 33E-9 of the Article 33E of the Criminal Code of 1961, as amended and shall be retained in the Contract file as required by said Section.

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

Section 5. Effective Date. 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

Exhibit A
VILLAGE OF HINSDALE
CHANGE ORDER

Project:	Woodlands Phase 2	Change Order No. 1
Location:	Various Streets	Contract No. - N/A
Contractor:	John Neri Construction Company	Date: 05/05/15

I. A. Description of Changes Involved:

1 Change from trunk protection to tree protection fencing.
2 Investigation of field conditions on Harding Road concernign water main connection to the Hinsdale Oasis.
3 Modified landscaping between Harding & 55th St.
4 Additional pipe underdrain within Taft Road right of way.
5 Restore and regrade base course on Cleveland Road.
6 Relocate water main away from rain garden.
7 Sanitary sewer replacement on Harding Road.
8 Change to the landscape screening on Cleveland.
9 Revised curb, gutter, and slotted drains for driveways on Taft Road.
10 Crew time to located existing sanitary service.
11 Additional taps on existing 6" water main.
12 Repairs to rain gardens in the vicinity of Harding & Taft.
13 Repairs to water service at 902 Harding.
14 Repairs to rain garden #9.
15 Final balance of line item quantities.

B. Reason for Change:

1 Village arborist's preference for improved tree protection
2 Field conditions were different from Village water atlas.
3 Quantity of special material exceeded design estimates.
4 Connect to resident's proposed storm sewer system to reduce backyard ponding by draining to the ROW.
5 Maintain resident access to Cleveland after heavy storm.
6 Provide freeze protection for water main.
7 Cleaning & televising prior to lining identified section of sewer that was too damaged for lining and needed to be replaced.
8 Existing underground utilities required changes to plan.
9 Changes made to address resident comments.
10 Sanitary service location was different from plan and JULIE markings.
11 No hydrants available on 55th Street to vent air from the constructed water main in preparation for pressure test.
12 Vehicle accident damaged rain gardens.
13 Water service not marked during JULIE locate.
14 Rain garden damaged during storm.
15 Project completion

C. Revision in Contract Price: Total Deduction: $ 41,882.35

1	Deduction	$	1,922.60
2	Addition	$	572.05
3	Addition	$	13,760.26
4	Addition	$	1,536.00
5	Addition	$	3,739.25
6	Addition	$	1,322.11
7	Addition	$	5,880.00
8	Addition	$	2,905.00
9	Addition	$	19,254.00
10	Addition	$	656.46
11	Addition	$	1,442.65
12	Addition	$	1,879.13
13	Addition	$	1,394.22
14	Addition	$	1,159.49
15	Deduction	$	95,460.37

II. Adjustments in Contract Price:

A.	Original Contract Price:	$ 3,118,004.75
B.	Net (addition)(reduction) due to all previous Change Order No. _____	$ -
C.	Contract Price, not including this Change Order	$ 3,118,004.75
D.	(~~Addition~~)(Deduction) to Contract Price due to this Change Orde	$ 41,882.35
E.	Contract Price including this Change Order	$ 3,076,122.40

Accepted:
Contractor: John Neri Construction Company

By: _____ _____
Signature of Authorized Representative Date

Village of Hinsdale:

By: _____ _____
Signature of Authorized Representative Date

Al Diaz

From: Curl, Gerald <gcurl@hrgreen.com>
Sent: Friday, January 23, 2015 10:46 AM
To: Al Diaz; Daniel Deeter
Cc: Curl, Gerald; Paula Parisi; Nick Neri
Subject: Fwd: Woodlands
Attachments: Final Pay Request & Waivers.pdf

Dan and Al
Attached is Neri Construction final pay request. I have reviewed the estimate and it is Ok for payment. Neri will deliver hard copy today of first thing Monday.

Thank you
Jerry Curl
HRGREEN

Sent from my Verizon Wireless 4G LTE smartphone

-------- Original message --------
From: Nick Neri
Date:01/23/2015 10:21 AM (GMT-06:00)
To: "Curl, Gerald"
Subject: Woodlands

Hey Jerry,
Attached is our final pay request with waivers which I will be delivering to the village today.

Thanks,

Nicholas Neri, President
JOHN NERI CONSTRUCTION CO., INC
www.johnnericonstruction.com
(630) 629-8384 phone
(630) 629-7001 fax

Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Status	Estimated Cost		Submitted Cost		John Neri Invoice Number	
					Addition	Deduction	Addition	Deduction		
1	03/28/14	TREE PROTECTION	Change from trunk protection to tree protection fencing.	Completed			$ 9,042.40	$ 10,965.00	4 & AUP 1	
2	04/16/14	TIME & MATERIALS	Investigation of field conditions on Harding Road concerning water main connection to the Hinsdale Oasis.	Completed			$ 572.05		FA 2	
3	05/02/14	STORM SEWER, CL B, TYPE 1, 18-INCH	The quantity of special material encountered on Harding Road exceeded the quantity estimated during design. To avoid a $100,000 increase in special waste disposal costs, the design was modified to include landscaping berms in area between Harding & 55th Street and raising the Harding finished pavement elevation. The landscaping berm will improve the planned noise/visual barrier for residents.	Completed			$ 13,712.30		FA 7-13,15	
			SPECIAL WASTE							
			CCDD/LUST MATERIALS ANALYSIS, MGMT, & COMPLIANCE				$ 94,551.96		AUP 2	
			REMOVAL AND DISPOSAL OF UNSUITABLE SOILS					$ 50,000.00	75, 76	
			12' CORREGATED METAL PIPE WITH SLOTTED OPENINGS					$ 46,304.00	9	
4	06/03/14	PIPE UNDERDRAIN, 4"	Resident at 936 Taft is constructing underdrain pipe from their back yard and side yard to the Taft Road ROW to address drainage issues. Village will provide underdrain on public property to connect private underdrain to the nearest rain garden.	Completed			$ 1,800.00		AUP 3	
5	06/30/14		Restore and regrade Cleveland Road after storm on 6/30/14	Completed			$ 1,536.00		51	
6	07/10/14	WATER MAIN, 8"	Water main needed to be relocated away from a rain garden to provide sufficient cover for freeze protection.	Completed			$ 3,739.25		FA 5	
7	08/20/14	SANITARY SEWER, 12"	Sewer cleaning & televising prior to sewer lining identified an area of sanitary sewer on Harding Street that has deteriorated to the extent that it cannot be lined. This section must be replaced.	Completed			$ 1,322.11		FA 6	
			SANITARY SEWER REPAIR, REMOVE, AND REPLACE - 12"							
			TRENCH BACKFILL				$ 12,180.00		95	
			MANHOLE, TYPE A, 4'-DIAMETER, TYPE 1 FRAME & GRATE				$ 600.00		8	
			CURE-IN-PLACE PIPE (CIPP), 12"				$ 4,700.00		54	
8	09/03/14	LANDSCAPING	Restoration of the landscaping screening at the south end of Cleveland had to be changed due to the location of underground utilities. Staff and the contractor are getting bids for an arborvitae screening.	Completed			$ 2,905.00	$ 11,600.00	93 AUP 6	

Woodlands Phase 2 Project
Hinsdale, Illinois

Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Status	Estimated Cost		Submitted Cost		John Neri Invoice Number	
					Addition	Deduction	Addition	Deduction		
9	09/15/14	Miscellaneous Storm Sewer Work	Revise driveway curb & gutter on Taft Road including the addition of slotted drain tile across driveways at 955 and 967 Taft in response to resident comments.	Completed			$ 19,254.00		AUP 4	
10		Sewer service	Chasing existing sewer service in trench to 5'-dia.structure	Completed			$ 656.46		FA 3	
11		Water Main, 6"	Making taps on existing 6" watermain to blow off air because no hydrants on 55th Street.	Completed			$ 1,442.65		FA 4	
12		Repairs	Repairs to rain garden after accident at Taft and Harding.	Completed			$ 1,879.13		FA 14, 19	
13		Water Service repair	Hit unmarked water service @902 Harding	Completed			$ 1,394.22		FA 1	
14		Repairs	Repairs to garden #9 after storms	Completed			$ 1,159.49		FA 20	
15			Final balancing of line item quantities	Completed				$ 95,460.37		
			Subtotal		$ -	$ -	$ 172,447.02	$ 214,329.37		
			Total			$ (41,882.35)	Addition			

Construction Observation		
Budget:	$	340,451.00
Bid:	$	179,360.00
Change Order		
Contingency:	$	161,091.00

Construction	
Project Budget	3,862,649.00
John Neri Construction Bid	3,118,004.75
Construction Contingency	744,644.25
Contingency balance Less Net Change Orders	786,526.60

Total Project Contingency: $ 947,617.60

JNC

JOHN NERI CONSTRUCTION CO., INC.
Sewer & Water Contractors
770 Factory Road *Addison, IL 60101
Tel: 630 629-8384* Fax: 630 629-7001
www.johnnericonstruction.com

The Woodlands - Phase II
Village of Hinsdale
Payout No. 8 FINAL

No.	Description	Units	Quantity	Unit Price	Amount	Quantity	Unit Price	Amount
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	63	$ 30.00	$ 1,890.00	47.20	$ 30.00	$ 1,416.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	37	$ 32.00	$ 1,184.00	22.50	$ 32.00	$ 720.00
3	TREE REMOVAL, ACRES	ACRE	0.05	$ 10,000.00	$ 500.00	0.20	$ 10,000.00	$ 2,000.00
4	TREE TRUNK PROTECTION	EACH	129	$ 85.00	$ 10,965.00		$ 85.00	$ -
5	TREE ROOT PRUNING	EACH	124	$ 90.00	$ 11,160.00	110.00	$ 90.00	$ 9,900.00
6	RELOCATE TREE	EACH	8	$ 900.00	$ 7,200.00	5.00	$ 900.00	$ 4,500.00
7	EARTH EXCAVATION	CU YD	6,579	$ 28.00	$ 184,212.00	6695.70	$ 28.00	$ 187,479.60
8	TRENCH BACKFILL	CU YD	3,634	$ 40.00	$ 145,360.00	3448.63	$ 40.00	$ 137,945.20
9	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	1,447	$ 32.00	$ 46,304.00		$ 32.00	$ -
10	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	12,942	$ 6.50	$ 84,123.00	15975.00	$ 6.50	$ 103,837.50
11	SEEDING, CLASS 2A	ACRE	0.54	$ 5,000.00	$ 2,700.00	2.05	$ 5,000.00	$ 10,250.00
12	NITROGEN FERTILIZER NUTRIENT	POUND	160	$ 4.00	$ 640.00		$ 4.00	$ -
13	PHOSPHORUS FERTILIZER NUTRIENT	POUND	160	$ 4.00	$ 640.00		$ 4.00	$ -
14	POTASSIUM FERTILIZER NUTRIENT	POUND	160	$ 4.00	$ 640.00		$ 4.00	$ -
15	MULCH, METHOD 3	ACRE	2.67	$ 4,500.00	$ 12,015.00		$ 4,500.00	$ -
16	EROSION CONTROL BLANKET	SQ YD	2,625	$ 2.60	$ 6,825.00	9267.00	$ 2.60	$ 24,094.20
17	SODDING, SALT TOLERANT (SPECIAL)	SQ YD	12,942	$ 9.00	$ 116,478.00	6490.00	$ 9.00	$ 58,410.00
18	SUPPLEMENTAL WATERING	UNIT	582	$ 10.00	$ 5,820.00		$ 10.00	$ -
19	TEMPORARY EROSION CONTROL SEEDING	POUND	267	$ 7.00	$ 1,869.00		$ 7.00	$ -
20	CHECK DAM	EACH	5	$ 3,200.00	$ 16,000.00		$ 3,200.00	$ -
21	PERIMETER EROSION BARRIER	FOOT	2,750	$ 3.50	$ 9,625.00	1150.00	$ 3.50	$ 4,025.00
22	INLET AND PIPE PROTECTION	EACH	91	$ 160.00	$ 14,560.00	51.00	$ 160.00	$ 8,160.00
23	STONE RIPRAP, CLASS A3	SQ YD	41	$ 50.00	$ 2,050.00	18.00	$ 50.00	$ 900.00
24	AGGREGATE SUBGRADE, 12"	SQ YD	14,468	$ 12.50	$ 180,850.00	14525.33	$ 12.50	$ 181,566.63
25	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	14,468	$ 2.00	$ 28,936.00	14525.33	$ 2.00	$ 29,050.66
26	HOT-MIX ASPHALT BASE COURSE, 3"	SQ YD	12,049	$ 14.00	$ 168,686.00	11806.38	$ 14.00	$ 165,289.32
27	AGGREGATE BASE COURSE, TYPE B (3")	TON	76	$ 20.00	$ 1,520.00		$ 20.00	$ -
28	BITUMINOUS MATERIALS (PRIME COAT)	GAL	4,217	$ 0.75	$ 3,162.75	4217.00	$ 0.75	$ 3,162.75
29	AGGREGATE (PRIME COAT)	TON	24	$ 5.00	$ 120.00	24.00	$ 5.00	$ 120.00
30	HOT-MIX ASPHALT SURFACE COURSE, MIX 'C', N50 (2")	TON	1,349	$ 74.00	$ 99,826.00	1437.22	$ 74.00	$ 106,354.28
31	HMA DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	1,105	$ 42.00	$ 46,410.00	1476.00	$ 42.00	$ 61,992.00
32	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH (SPECIAL)	SQ YD	59	$ 60.00	$ 3,540.00	141.92	$ 60.00	$ 8,515.20
33	BRICK DRIVEWAY PAVEMENT (SPECIAL)	SQ YD	366	$ 45.00	$ 16,470.00	442.08	$ 45.00	$ 19,893.60
34	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	3,933	$ 5.25	$ 20,648.25	4608.86	$ 5.25	$ 24,196.52
35	DETECTABLE WARNINGS	SQ FT	52	$ 35.00	$ 1,820.00	68.00	$ 35.00	$ 2,380.00
36	PAVEMENT REMOVAL	SQ YD	12,475	$ 9.00	$ 112,275.00	12730.90	$ 9.00	$ 114,578.10
37	DRIVEWAY PAVEMENT REMOVAL	SQ YD	1,615	$ 12.00	$ 19,380.00	1598.67	$ 12.00	$ 19,184.04
38	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	537	$ 4.00	$ 2,148.00	272.60	$ 4.00	$ 1,090.40

39	SIDEWALK REMOVAL	SQ FT	3,628	$ 2.00	$ 7,256.00	3199.50	$ 2.00	$ 6,399.00
40	CLASS D PATCHES, 8 INCH	SQ YD	76	$ 84.00	$ 6,384.00		$ 84.00	$ -
41	SLOPE HEADWALL TYPE III-12" (PER TOLLWAY STD B10-05)	EACH	2	$ 1,050.00	$ 2,100.00	1.00	$ 1,050.00	$ 1,050.00
42	SLOPE HEADWALL TYPE III-18" (PER TOLLWAY STD B10-05)	EACH	1	$ 1,450.00	$ 1,450.00	1.00	$ 1,450.00	$ 1,450.00
43	STORM SEWERS, CLASS B, TYPE 1 12"	FOOT	2,153	$ 42.00	$ 90,426.00	2150.48	$ 42.00	$ 90,320.16
44	STORM SEWERS, CLASS B, TYPE 1, DIRECTIONAL BORE 12"	FOOT	61	$ 160.00	$ 9,760.00		$ 160.00	$ -
45	STORM SEWERS, CLASS B, TYPE 1 15"	FOOT	391	$ 44.00	$ 17,204.00	387.40	$ 44.00	$ 17,045.60
46	STORM SEWERS, CLASS B, TYPE 1 18"	FOOT	1,227	$ 48.00	$ 58,896.00	1177.45	$ 48.00	$ 56,517.60
47	STORM SEWERS, CLASS A, TYPE 2 48"	FOOT	355	$ 110.00	$ 39,050.00	354.00	$ 110.00	$ 38,940.00
48	WATER VALVES 8"	EACH	7	$ 1,450.00	$ 10,150.00	5.00	$ 1,450.00	$ 7,250.00
49	FIRE HYDRANTS TO BE REMOVED	EACH	8	$ 750.00	$ 6,000.00	7.00	$ 750.00	$ 5,250.00
50	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	10	$ 4,200.00	$ 42,000.00	10.00	$ 4,200.00	$ 42,000.00
51	PIPE UNDERDRAINS 4"	FOOT	614	$ 24.00	$ 14,736.00	621.20	$ 24.00	$ 14,908.80
52	PIPE UNDERDRAINS 8"	FOOT	96	$ 32.00	$ 3,072.00	310.30	$ 32.00	$ 9,929.60
53	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	EACH	4	$ 2,250.00	$ 9,000.00	4.00	$ 2,250.00	$ 9,000.00
54	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME & GRATE	EACH	1	$ 2,350.00	$ 2,350.00	3.00	$ 2,350.00	$ 7,050.00
55	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME & GRATE	EACH	1	$ 3,000.00	$ 3,000.00	1.00	$ 3,000.00	$ 3,000.00
56	MANHOLES, TYPE A, 8'-DIAMETER, TYPE 1 FRAME & GRATE	EACH	2	$ 7,800.00	$ 15,600.00	2.00	$ 7,800.00	$ 15,600.00
57	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 11 FRAME & GRATE	EACH	27	$ 2,500.00	$ 67,500.00	29.00	$ 2,500.00	$ 72,500.00
58	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 11 FRAME & GRATE	EACH	12	$ 3,100.00	$ 37,200.00	12.00	$ 3,100.00	$ 37,200.00
59	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 11 FRAME & GRATE	EACH	2	$ 5,400.00	$ 10,800.00	2.00	$ 5,400.00	$ 10,800.00
60	MANHOLES, TA, 6'-DIA, T8 GRATE, RESTRICTOR STRUCTURE (OPT. A)	EACH	1	$ 5,500.00	$ 5,500.00	1.00	$ 5,500.00	$ 5,500.00
61	MANHOLES, TA, 8'-DIA, T11 FRAME & GRATE, RESTRICTOR STRUCTURE (OPT. A)	EACH	1	$ 9,800.00	$ 9,800.00	1.00	$ 9,800.00	$ 9,800.00
62	INLETS, TYPE A, TYPE 1 FRAME & GRATE	EACH	1	$ 1,100.00	$ 1,100.00	1.00	$ 1,100.00	$ 1,100.00
63	INLETS, TYPE A, TYPE 8 GRATE	EACH	24	$ 950.00	$ 22,800.00	26.00	$ 950.00	$ 24,700.00
64	INLETS, TYPE A, TYPE 11 FRAME & GRATE	EACH	11	$ 1,200.00	$ 13,200.00	12.00	$ 1,200.00	$ 14,400.00
65	VALVE VAULTS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	7	$ 2,100.00	$ 14,700.00	7.00	$ 2,100.00	$ 14,700.00
66	VALVE VAULTS TO BE ADJUSTED	EACH	3	$ 300.00	$ 900.00	3.00	$ 300.00	$ 900.00
67	VALVE VAULTS TO BE REMOVED	EACH	7	$ 300.00	$ 2,100.00	5.00	$ 300.00	$ 1,500.00
68	FRAMES AND LIDS TO BE ADJUSTED	EACH	11	$ 325.00	$ 3,575.00	11.00	$ 325.00	$ 3,575.00
69	REMOVING MANHOLES	EACH	1	$ 500.00	$ 500.00	6.00	$ 500.00	$ 3,000.00
70	REMOVING INLETS	EACH	8	$ 75.00	$ 600.00	1.00	$ 75.00	$ 75.00
71	MANHOLE TO BE CLEANED	L SUM	1	$ 1,500.00	$ 1,500.00	1.00	$ 1,500.00	$ 1,500.00
72	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	985	$ 15.00	$ 14,775.00	5454.29	$ 15.00	$ 81,814.35
73	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-2.12	FOOT	9,549	$ 14.75	$ 140,847.75	5334.50	$ 14.75	$ 78,683.88
74	MOBILIZATION	L SUM	1	$ 75,000.00	$ 75,000.00	1.00	$ 75,000.00	$ 75,000.00
75	CCDD/LUST MATERIALS ANALYSIS, MANAGEMENT, & COMPLIANCE	L SUM	1	$ 35,000.00	$ 35,000.00		$ 35,000.00	$ -
76	CCDD MATERIALS MANAGEMENT ALLOWANCE	L SUM	1	$ 15,000.00	$ 15,000.00		$ 15,000.00	$ -
77	WATER MAIN TO BE ABANDONED - 6"	EACH	3	$ 750.00	$ 2,250.00	3.00	$ 750.00	$ 2,250.00
78	WATER MAIN TO BE ABANDONED - 8"	EACH	1	$ 800.00	$ 800.00	1.00	$ 800.00	$ 800.00
79	WATER MAIN LINE STOP 6" (PRESSURE CONNECTION)	EACH	2	$ 4,500.00	$ 9,000.00	1.00	$ 4,500.00	$ 4,500.00
80	WATER MAIN LINE STOP 8" (PRESSURE CONNECTION)	EACH	1	$ 5,400.00	$ 5,400.00		$ 5,400.00	$ -
81	WATER MAIN 8" (DIRECT CONNECTION).	EACH	4	$ 1,500.00	$ 6,000.00	4.00	$ 1,500.00	$ 6,000.00
82	PVC WATER MAIN 6"	FOOT	199	$ 52.00	$ 10,348.00	223.70	$ 52.00	$ 11,632.40
83	PVC WATER MAIN 8"	FOOT	3,166	$ 56.00	$ 177,296.00	3314.96	$ 56.00	$ 185,637.76
84	WATER SERVICE RECONNECTION	EACH	35	$ 1,500.00	$ 52,500.00	32.00	$ 1,500.00	$ 48,000.00

85	DOMESTIC WATER SERVICE BOXES (CURB STOP)	EACH	35	$ 400.00	$ 14,000.00	32.00	$ 400.00	$ 12,800.00
86	WATER SERVICE LINE, 1 1/2"	FOOT	796	$ 28.00	$ 22,288.00	812.00	$ 28.00	$ 22,736.00
87	ADJUSTING WATER SERVICE LINES	FOOT	100	$ 10.00	$ 1,000.00	6.00	$ 10.00	$ 60.00
88	DIRECTIONAL BORING - 18" DIA. SS-CL-B2 (DUCTILE IRON)	FOOT	335	$ 295.00	$ 98,825.00	332.33	$ 295.00	$ 98,037.35
89	SANITARY SERVICE TO BE ADJUSTED	EACH	20	$ 500.00	$ 10,000.00	12.00	$ 500.00	$ 6,000.00
90	VIDEO TAPING OF SEWERS	FOOT	4,632	$ 2.00	$ 9,264.00	4356.40	$ 2.00	$ 8,712.80
91	CURED-IN-PLACE PIPE (CIPP), 8"	FOOT	394	$ 31.00	$ 12,214.00	394.00	$ 31.00	$ 12,214.00
92	CURED-IN-PLACE PIPE (CIPP), 10"	FOOT	1,624	$ 38.00	$ 61,712.00	1739.00	$ 38.00	$ 66,082.00
93	CURED-IN-PLACE PIPE (CIPP), 12"	FOOT	872	$ 40.00	$ 34,880.00	266.00	$ 40.00	$ 10,640.00
94	CURED-IN-PLACE PIPE (CIPP), 15"	FOOT	240	$ 63.00	$ 15,120.00	240.00	$ 63.00	$ 15,120.00
95	SANITARY SEWER REPAIR, REMOVE AND REPLACE - 12"	FOOT	110	$ 85.00	$ 9,350.00	428.50	$ 85.00	$ 36,422.50
96	TRAFFIC CONTROL AND PROTECTION ($PECIAL)	L SUM	1	$ 27,500.00	$ 27,500.00	1.00	$ 27,500.00	$ 27,500.00
97	POROUS GRANULAR EMBANKMENT, SUBGRADE	CU YD	1,447	$ 32.00	$ 46,304.00	784.55	$ 32.00	$ 25,105.60
98	DRAIN CONNECTIONS	EACH	10	$ 100.00	$ 1,000.00	6.00	$ 100.00	$ 600.00
99	RAIN GARDEN - COMPLETE	SQ FT	9,366	$ 16.50	$ 154,539.00	9286.00	$ 16.50	$ 153,219.00
100	UNDERGROUND STORMWATER DETENTION - COMPLETE	CU FT	12,269	$ 8.00	$ 98,152.00	12269.00	$ 8.00	$ 98,152.00
101	RAIN GARDEN CONTROL STRUCTURE	EACH	16	$ 250.00	$ 4,000.00	16.00	$ 250.00	$ 4,000.00
102	UNDERGROUND STORAGE PIPE REPLACEMENT	L SUM	1	$ 4,500.00	$ 4,500.00	1.00	$ 4,500.00	$ 4,500.00
103	CRACK FILLING, FIBER ASPHALT	POUND	9,724	$ 2.25	$ 21,879.00		$ 2.25	$ -
104	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	2	$ 650.00	$ 1,300.00	2.00	$ 650.00	$ 1,300.00
105	TREE, QUERCUS SHUMARDII (SHUMARD RED OAK), 1-3/4" CALIPER BALLED AND BURLAPPED	EACH	8	$ 900.00	$ 7,200.00	8.00	$ 900.00	$ 7,200.00
AUP 1	Tree Protection fence	LF		$ 3.30		2740.12	$ 3.30	$ 9,042.40
AUP 2	Special Waste Disposal	TON		$ 68.00		1390.47	$ 68.00	$ 94,551.96
AUP 3	12" CMP w/ Slotted Opening	LF				20.00	$ 90.00	$ 1,800.00
AUP 4	Taft Rd Reworking of Curbs and Driveway	EA				1.00	$ 19,254.00	$ 19,254.00
AUP 6	Cleveland Road Arborative (6-8ft)							$ 2,905.00
FA1	Hit unmarked WS @902 Harding	EA		$ 1,394.22				$ 1,394.22
FA2	Downtime waitin on decision on water Connection on Harding	Ea		$ 572.05				$ 572.05
FA3	Chasing existing S.S. In trench to 5' Diameter Structure 211+67	Ea		$ 656.46				$ 656.46
FA4	Making Taps on Existing 6" Main to Blow off Air because no hydrants on 55th Street	Ea		$ 1,442.65				$ 1,442.65
FA5	Cleveland Restoring and Regrading of Road after bad weather on 6/30/14	Ea		$ 3,739.25				$ 3,739.25
FA6	Removal and Replacement of Inlet &Dirt (Clay) over wm & reshaping of ditch @rain garden 18 after relocation of wm	Ea		$ 1,322.11				$ 1,322.11
FA7	rain garden at Taft and Harding added 39.4' of 4"Perf. Pipe +2 12" yard drains	Ea		$ 520.87				$ 812.84
FA8	grade and reshape berm as material was added	Ea		$ 2,892.70				$ 2,982.70
FA9	grade and reshape berm as material was added	Ea		$ 743.92				$ 743.92
FA10	grade and reshape berm as material was added	Ea		$ 1,625.26				$ 1,625.26
FA11	grade and reshape berm as material was added	Ea		$ 993.22				$ 993.22
FA12	grade and reshape berm as material was added	Ea		$ 4,658.85				$ 4,658.85
FA13	Added Cost for Berm layout	Ea		$ 1,088.91				$ 1,088.91
FA 14	Repairs to R/G after accident at rg at Taft and Harding							$ 1,375.00
FA15	Additional costs for Berm layout TNT construction							$ 806.60
FA19	Repairs to R/G after accident at rg at Taft and Harding							$ 504.13
	Repairs to rain garden #9 after storms							$ 1,159.49

TOTAL	**$ 3,118,004.75**	**$**	**3,076,122.40**

Total Complete to Date	$	3,076,122.40 ✓
Less: 10% Retention	$	-
Balance Due	$	3,076,122.40
Less: Previous Payments	$	2,612,091.11
Total DUE	$	464,031.29

Sincerely,

Nicholas Neri, President
John Neri Construction Company, Inc

DATE: May 19, 2015 9F

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Consent Agenda – ACA	**ORIGINATING DEPARTMENT** Administration
ITEM Approval of a Three-Year Agreement with Allied Waste/Republic Services	George Peluso, Director of Public Services; Darrell Langlois, Assistant Village Manager/ **APPROVAL** Finance Director

The Village's three-year contract with Allied Waste/Republic Services for residential refuse and recycling collection expires on April 30, 2015. Allied Waste has been the Village's provider of this service for many years. From Village staff's perspective, there have been almost no service issues during the current three-year agreement and there have been almost no complaints from residents. Due to the very good service we have received from Allied Waste, their familiarity with the Village, and due to the significant disruption that would likely occur by possibly changing providers, it was staff's recommendation that we try to negotiate satisfactory pricing for a new three-year agreement with Allied Waste. Since contract negotiations did not begin until the end of February, we requested that Allied Waste extend the current pricing while we negotiated a possible new contract. In response to these concerns, Allied Waste agreed to extend the current pricing until July 31, 2015.

Since late February, George Peluso and I have met with Allied Waste several times in order to work on a new agreement. Attached is the current proposal from Allied Waste/ Republic Services that reflects the results of the negotiations with Village staff. Under this proposal, refuse program rates would not increase for the first year with subsequent increases of 2.5% for each of the second and third years. The price of a yard waste sticker (currently $2.95) would increase by 10 cents per year (a survey of other communities served by Allied Waste places the current average at $3.16). Allied has also agreed to increase the number of free dumpster pickups from 50 to 60 as we exceeded the contact amount this year and will have to pay for the overage. It is the recommendation of Village staff that this offer be accepted; a final contract is attached for approval.

In communications we have had with Trustees on this issue, there were concerns expressed about entering into a three-year agreement in that there may be interest by the Village Board in moving away from rear door service to a mandatory, automated curb-side collection program that is employed in most other municipalities. This change would result in cost savings for Village residents, but it would involve a significant change from the rear door service that has been employed in Hinsdale for many years. In discussing a possible shorter term contract with Allied Waste, there would likely need to be pricing considerations that would result in the Village losing the 0% increase negotiated for the first year. As such, Allied has agreed to include language in the attached contract that allows the Village to cancel the third year of the agreement with a 180-day notice requirement. This would allow Village staff to focus on the Oak Street Bridge project in 2015 and then more thoroughly assess the opinions of the community on a possible change in service if the Village Board wants to proceed in this manner. If the type of service is changed after this assessment, it would likely take up to six months to implement in order to negotiate pricing and to complete a significant public education campaign by Village staff. Allowing the Village the option to cancel the third year of the agreement allows for sufficient time to complete all of these necessary steps if desired.

Motion: **To Approve Three-Year Agreement with Allied Waste for the Collection and Disposal of Solid Waste, Landscape Waste, and Recyclable Materials.**

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL

COMMITTEE ACTION:

BOARD ACTION: At the Village Board meeting of May 5, 2015, the item was approved by a consensus of the Board to be moved to the Consent Agenda for May 19, 2015.

REPUBLIC SERVICES

April 15, 2015

Mr. George Peluso, Director of Public Services
Village of Hinsdale
225 Symonds Drive
Hinsdale, Illinois 60521-3489

Subject: Contract Renewal

Dear Mr. Peluso:

Thank you for the time and courtesy you have extended to Mr. Kentopp and me at our recent meetings concerning residential and municipal services solid waste and recycling collections in the Village of Hinsdale. We appreciate the opportunity to continue providing quality solid waste, recycling, and yard waste collection for the residents and municipal properties of this excellent community.

In response to our discussions, Republic Services proposes to extend with the same terms as our current agreement- three years with a three year extension option. Republic Services is proposing to substantially maintain the existing terms of the collection agreement moving forward.

Monthly rates for residential collection would be unchanged for the first year. Rates would be adjusted by 2 ½ percent annually for the second and third year on May 1st. Sticker prices for would be adjusted $0.10 annually.

As requested by the Public Services Department, Republic Services would increase the number of roll offs at the public works facility that are included at no addional cost from 50 to 60 per year. We would also provide new and replacement carts for refuse collection and recycling for Hinsdale parks and municipal properties and make the noted changes in the service schedule, as was requested by the public services department. (Please see Attachment A.)

Republic Services is requesting a modification of the holiday service schedule. In addition to the current practice of delaying Thursday service until Friday when a recognized holiday falls on Thursday, Thursday service would be delayed until Friday when a major holiday falls before Thursday during a holiday week. This would avoid the need to schedule substitute drivers who might not be familiar with residents' pick up locations. Recognized holidays would continue to be limited to Christmas, New Year's Day, Memorial Day, Independence Day, Labor Day, and Thanksgiving.

Republic Services is also requesting an adjustment of the fuel clause and excess disposal rates. As required by Illinois law, electronic waste would be excluded from collection. (Please see Attachment B.)

5050 W. Lake Street
Melrose Park, IL 60160
708-345-7050 • Fax 708-498-5383
republicservices.com

Our proposal represents a good value for your residents and the village. For the initial year, the cost for the most popular level of service (weekly service with one can) is $0.08 per month higher than in 2011. The rates for all levels of residential service have increased substantially less on a percentage basis than major industry costs such as drivers and mechanics wages and benefits and waste disposal charges.

Of equal importance, Republic Services level of service is a known quality. Our drivers and supervisors are familiar with Hinsdale and your residents' service locations. Service complaints are rare (with a frequency of less than 5/100's of a percent) and are resolved promptly. We believe we also have a good record of responding flexibly to village and public services department requests to meet the needs of the public as they occur.

Again thank you for this opportunity and we look forward to maintaining this positive relationship for years to come.

Sincerely,

Richard Van der Molen

Richard Van der Molen
Municipal Services Manager

CC: Mr. Darrell Langlois

Village of Hinsdale

Residential Collection and Disposal Services

Extension Proposal

Term of Extension: 3 years

Refuse Program: Remains as present, a variable-rate, backdoor refuse collection program with once or twice weekly collection at resident's option. Extra cans or bags, bulk items and large appliances require a pre-paid waste sticker.

Recycling Program: Remains as present, unlimited curbside recycling with contractor supplied recycling carts.

Yard Waste Program: Remains as present with weekly collection of yard waste collected in Kraft paper yard waste bags requiring pre-paid waste stickers from April through November.

Leaf Collection Program: Remains as present with unlimited weekly collection of leaves in Kraft paper bags for six consecutive weeks in the fall.

Municipal Services: The number of roll offs provided at no additional cost would increase from 50 to 60 per year. Municipal services for public facilities and parks as found in Attachment A.

Pricing:

	One Can 1x/week	60-gallon Cart 1x/week	90-gallon Cart 1x/week	One Can 2x/week	60-gallonCart 2x/week	90-gallon Cart 2x/week	Waste/Yard Waste Sticker
Current	$26.08	$30.72	$31.54	$39.56	$44.07	$44.82	$2.95
First Year	$26.08	$30.72	$31.54	$39.56	$44.07	$44.82	$3.05
Second Year	$26.73	$31.49	$32.33	$40.55	$45.17	$45.94	$3.15
Third Year	$27.40	$32.28	$33.14	$41.56	$46.30	$47.09	$3.25

ATTACHMENT A

		VILLAGE FURNISHED			CONTRACTOR FURNISHED								
Area No.	Location	Barrel (permanent)	Wire Basket	Wood Basket	1 CY	1.5 CY	2 CY	3 CY	6 CY	Recycle 6 CY	Proposed 65 Gal Tote	Recycle 90 Gallon Tote	Freq. of Pick Up No./Wk Time
1	Burns Field Vine & Hickory	5	0								3		2 April 3 May - Aug 2 Sept - Oct
2	Burlington Park Chicago & Garfield	4	0								10		3
3	Deitz Park Adams	2	0								1		2
4	Eleanor's Park Chicago Ave. & Clay			2									2
5	Highland Park County Line & Chicago		0								1		2
6	Mellin Park Quincy & 9th Street	2	0								1		2 April 3 May - Aug 2 Sept - Oct

7	Peirce Park Walnut & County Line	18	0			2					4		2 April 3 May - Aug 2 Sept - Oct
7RC	Peirce Park Recycle Units Walnut & County Line											0	
8	Robbins Park 6th & Grant Street	8	0								4		2 April 3 May - Aug 2 Sept - Oct
8RC	Robbins Park Recycle Units 6th & Grant Street											0	
9	Brook Park Columbia & 3rd Street	2	0								5		2 April 3 May - Aug 2 Sept - Oct
10	Stough Park Quincy & Town Place	2	0								3		2 April 3 May - Aug 2 Sept - Oct

11	Swimming Pool 500 West Hinsdale			1		2						2	2 May - Sept *2nd weeknd of July p-up for swim meet
12A	KLM Park Barn 5901 S. County Line Rd.								1				3
12B	KLM Park Barn 5901 S. County Line Rd.								0				0
	KLM Park Art Center 5903 S. County Line Rd.					1							1
13	KLM Park Lodge 5901 S. County Line Rd					4							3
13RC	KLM Park Lodge Recycle Units 5901 S. County Line Rd											3	
14	Memorial Building 19 East Chicago	4		0									3 before 9 AM

14RC	Memorial Building Recycle Units 19 East Chicago											8	
15	Policy/Fire Building 121 Symonds Dr.			1			1						3
15RC	Policy/Fire Building Recycle Units 121 Symonds Dr.											3	
16	Water Treatment Plant 217 Symonds Dr.						1						2 South Side
16RC	Water Treatment Plant Recycle Units 217 Symonds Dr.									1		0	1
17	Public Works Garage 225 Symonds Dr.					1	1						3
17RC	Public Works Garage Recycle Units 225 Symonds Dr.								1			2	3

18	Brush Hill Depot			6									3 before 9 AM
18RC	Brush Hill Depot Recycle Units											2	
19	West Hinsdale Depot			2									3 before 9 AM
20	Highland Depot		0	3									3 before 9 AM
21	Downtown	47											3 before 9 AM
22	Humaine Society 22 North Elm			1									3 before 9 AM
23	Woodland Park		0										2 April 3 May - Aug 2 Sept - Oct
24	Ehret Park												2 April 3 May - Aug 2 Sept - Oct
25A	Veeck Park	9					1				2		2 March- April 3 May - Aug 2 Sept - Nov
25B	RECYCLE Veeck Park		0									0	2 March- April 3 May - Aug 2 Sept - Nov
	No. of Containers	**103**	**0**	**16**	**0**	**10**	**4**	**0**	**2**	**1**	**34**	**20**	

Attachment B

Schedule of Proposed Changes of the Existing Contract

Page 3, Section 1.3 (3) iii, "Fuel Adjustment"

a. For the Upper Fuel Threshold, replace $4.75 per gallon with $4.50 per gallon
b. For the Lower Fuel Threshold, replace $2.75 per gallon with $2.50 per gallon

Page 6, Section 2.3, "Municipal Services"

Excess tonnage to be billed at a rate of $64.50 per ton for the initial contract year; $66.00 per ton the second contract year; and $68.00 per ton the third contract year.

Roll dumpsters exceeding 60 per contract year shall be billed at a cost of $146.00 per load plus $64.50 per ton the initial contract year, $150 per load plus $66.00 per ton the second contract year, and $153 per load plus $68.00 per ton the third contract year.

Page 8, Section 2.8 "Hazardous Waste"

Electronic Waste (as defined by Illinois law) shall be included on the list of items not collected.

Page 14, Section 6.3 "Holiday Collection"

No change in contract needed as existing provision corresponds to proposed schedule modification.

VILLAGE OF HINSDALE

A CONTRACT EXTENSION BETWEEN THE VILLAGE OF HINSDALE AND ALLIED WASTE SERVICES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS

Pursuant to and in accordance with Title 4, Chapter 3 of the Hinsdale Municipal Code, as it may be amended from time to time, the Village of Hinsdale, an Illinois municipal corporation, (the "Village") extends its award to Allied Waste Services of North America LLC, a Delaware limited liability company, a Delaware limited liability company d/b/a Republic Services of Melrose Park authorized to do business in Illinois, (the "Contractor") and the Contractor accepts, of this exclusive contract and license to collect and dispose of solid waste and landscape waste, and a non-exclusive, revocable contract to collect recyclable materials, from all residential dwellings (the "Contract") as of May 1, 2015. In consideration of the mutual promises set forth below, the Village and the Contractor hereby agree as follows:

ARTICLE I: THE WORK

1.1 General Definition of the Work

The Work is defined as the collection and disposal of all municipal and residential solid waste from the Village and from all residential dwellings in the Village (the "Customers") in the manner prescribed in Article II of this Contract, and the collection and disposal of all landscape waste from the Customers in the manner prescribed in Article III of this Contract, and the collection and disposal of all recyclable materials from the Customers in the manner prescribed in Article IV of this Contract.

1.2 Contractor's Duty to Perform the Work

Contractor shall undertake all of the following, at the Contractor's sole cost and expense:

A. Labor, Materials, and Supplies. Provide and perform, in the manner described and specified in this Contract, all necessary labor, services, equipment, materials, supplies, and other means and items necessary to accomplish the Work.

B. Permits, Bonds, and Insurance. Obtain and furnish all governmental permits, licenses, and approvals and all bonds and insurance necessary in connection with the Work. It shall be Contractor's sole

responsibility to determine the licenses, approvals, and permits required to perform the Work and to obtain all such licenses, approvals, and permits. No compensation shall be paid by the Village for Contractor's costs to obtain such licenses, approvals, and permits.

C. Taxes. Pay all applicable federal, State of Illinois, and local taxes.

D. Miscellaneous. Do all other things required of Contractor by this Contract.

1.3 Billing; Payment for the Work

A. Billing. Contractor shall be solely responsible for all billing and collection of all rates and charges for the Work. Contractor shall bill all customers directly. The Village shall have no responsibility for the billing of any account. Customers shall be permitted to pay bills from Contractor at any time prior to the 15th day of the last month of each billing cycle.

B. Rates and Charges. The rates and charges billed by Contractor for the Work shall be as set forth in Attachment A to this Contract, which is hereby incorporated into this Contract. Contractor agrees that the rates and charges established in Attachment A, constitute full and adequate compensation to Contractor for the Work (the "Contract Price").

C. Adjustment of Rates and Charges.

(i) No Adjustment for Disposal Facility Fees. Contractor shall be solely responsible for all fees charged by all operators of any disposal facility used by Contractor. No adjustment shall be allowed for any increase in disposal facility fees or tipping fees.

(ii) Governmental Taxes or Fees. The rates and charges may be adjusted in an amount sufficient to offset any fee, surcharge, duty, tax, or other charge imposed by the federal government, the State of Illinois, or any local government agency, which fee is payable solely by reason of the nature of the operations conducted by Contractor under this Contract; provided, however, that prior to the implementation of such adjustment, Contractor shall deliver to the Village any and all documentation justifying the adjustment as may be requested by the Village Manager. Contractor shall notify Customers in writing of any rate or charge adjustment at least thirty (30) days prior to the effective date of the adjustment.

(iii) Fuel Adjustment:

a. In the event that the average cost of diesel fuel, for a period of ninety (90) days ("Fuel Increase Measurement Period"), exceeds Four and 50/100 Dollars ($4.50) per gallon (hereinafter referred to as "Upper Fuel Threshold") the Contractor may, at any time, evaluate the need to increase the monthly charges provided in the schedule of rates, attached hereto as Attachment A, for the following year (hereinafter referred to as a "Fuel Expense Increase"). If the Contractor verifies that there is a need for a Fuel Expense Increase, it may, within thirty (30) days after the end of any Fuel Increase Measurement Period, provide the Village with a written request for an increase in the monthly charges for its refuse services (hereinafter the "Fuel Request"). No more than one (1) Fuel Request shall be made by the Contractor in any twelve (12) month period. Any such Fuel Request shall be in writing and shall include at minimum the following information:

(1) The calculations relative to the price per gallon for diesel fuel during the Fuel Increase Measurement Period which indicate that the average price per gallon for diesel fuel is above the Upper Fuel Threshold;

(2) calculations demonstrating the impact of the Fuel Expense Increase on the cost of the services being provided by Contractor hereunder;

(3) the proposed revised monthly charges as a result of the Fuel Expense Increase.

Within thirty (30) days of the receipt of any such Fuel Request, the Village and Contractor shall meet to discuss the Fuel Request, and determine what revisions, if any, should be made to the monthly charges as a result of the Fuel Expense Increase. In regard to said Fuel Request, the Village may request, and Contractor shall provide in response thereto, additional documentation or information that the Village deems necessary to assist in the Village's analysis of the Fuel Request. The approval of any increase in the monthly charges, as a result of any Fuel Request, (hereinafter referred to as the "Fuel Increase"), shall be mutually agreed upon. Any changes to the monthly charges as a result of a Fuel Increase would go into effect no sooner than one hundred and twenty (120) days after

said Fuel Increase is agreed upon. Provided, however, that if the parties are unable to reach an agreement as to the amount of any increase then the Contractor or Village may cancel this Agreement upon ninety (90) days notice to the other party; and

In the event that immediately following a Fuel Request, the average cost of diesel fuel decreases below the Upper Fuel Threshold prior to the implementation of any Fuel Increase, any Fuel Request and agreed changes to the Contractor's monthly charges shall be void, and the Contractor's monthly charges shall not be adjusted. In the event that after a Fuel Increase is implemented the average cost of diesel fuel decreases below the Upper Fuel Threshold, the Contractor shall, adjust the monthly charges to eliminate the fuel increase as of May 1 following the Fuel Request.

b. In the event that the average cost of diesel fuel, for a period of ninety (90) days ("Fuel Decrease Measurement Period"), is less than Two and 50/100 Dollars ($2.50) per gallon (hereinafter referred to as "Lower Fuel Threshold"), the Contractor or the Village may, at any time, evaluate the need to decrease the monthly charges provided in the schedule of rates, attached hereto as Attachment A, for the following year, (hereinafter referred to as the "Fuel Expense Decrease"). If the Contractor and/or Village desires to initiate a Fuel Expense Decrease, the Contractor and/or Village shall within thirty (30) days after the end of any Fuel Decrease Measurement Period provide the other party with a written notification (hereinafter the "Fuel Decrease Notification"). No more than one (1) Fuel Decrease Notification shall be submitted by the Contractor and/or Village in any twelve (12) month period. Any such Fuel Decrease Notification shall be in the following form and include at least the following information:

(1) The calculations relative to the price per gallon for diesel fuel during the Fuel Increase Measurement Period which indicate that the average price per gallon for diesel fuel is below the Lower Fuel Threshold;

(2) calculations demonstrating how the Fuel Expense Decrease impacts the cost of the services being provided by Contractor hereunder, which costs the Contractor shall make available to the Village upon reasonable request such that the Village be permitted to make a Fuel Expense Decrease as requested herein;

(3) the proposed revised monthly charges as a result of the Fuel Expense Decrease.

Within thirty (30) days of the receipt of any such Fuel Decrease Notification, the Village and Contractor shall meet to discuss the Fuel Expense Decrease, and determine what revisions, if any, should be made to the monthly charges as a result of the Fuel Expense Decrease. In regard to said Fuel Decrease Notification, the Village may request, and Contractor shall provide in response thereto, additional documentation or information that the Village deems necessary to assist in the Village's analysis of the Fuel Expense Decrease. The approval of any decrease in the monthly charges, as a result of any Fuel Decrease Notification, (hereinafter referred to as the "Fuel Decrease"), shall be mutually agreed upon, which the Contractor agrees to exercise in a reasonable manner. Any changes to the monthly charges as a result of a Fuel Increase would go into effect no sooner than one hundred and twenty (120) days after such decrease is agreed upon, provided, however, that if the parties are unable to reach an agreement as to the amount of any increase then the Contractor or Village may cancel this Agreement upon ninety (90) days notice to the other party; and

In the event that immediately following a Fuel Request, the average cost of diesel fuel increases above the Lower Fuel Threshold prior to the implementation of a Fuel Decrease, any Fuel Request and agreed changes to the Contractor's monthly charges shall be void. In the event that after a Fuel Decrease is implemented the average cost of diesel fuel increases above the Lower Fuel Threshold, the Contractor shall, adjust the monthly charges to eliminate the fuel decrease as of May 1 following the Fuel Request.

D. Notice of Increases in Rates and Charges. Contractor shall notify all Customers of any increases in rates or charges in writing with the last bill to each Customer before the new rates go into effect.

ARTICLE II: SOLID WASTE COLLECTION

2.1 Solid Waste Collection Service

Contractor shall collect from all Customers one (1) can, bag, or contractor supplied cart of solid waste that has been properly placed for collection, plus all

additional cans, bags, or carts of solid waste that have prepaid stickers affixed to them and that have been properly placed for collection. The charge for containers in addition to the one (1) can or bag shall be as established in Attachment A. "Solid waste" means garbage, refuse, and other material resulting from operation of residential establishments and from community activities. Solid waste shall include small amounts of construction debris and materials that one (1) person can load into the collection vehicle.

2.2 Service Features

Contractor shall provide all Customers with the following service options:

A. Frequency of Collection. Once each week, with the Village served on two days. A second pick-up day shall be scheduled each week, but solely for those customers electing twice-each-week service.

B. Location of Residential Dwelling Service. At the rear door.

C. Containers. All solid waste placed by customers for collection, except bulk items, shall be contained in the following containers:

(i) Metal or plastic cans, or plastic or paper bags, each of which shall not exceed thirty-four (34) gallons in capacity or sixty (60) pounds in weight; or

(ii) A 65-gallon refuse cart; or

(iii) A 95-gallon refuse cart.

Contractor shall provide a 65- or 95-gallon refuse cart to each customer at the customer's request and expense for use as a solid waste container in conjunction with either once-per-week or twice-per-week collection service. No deposit shall be required for rental of toters during the term of this Contract.

D. Collection Days. Contractor shall have vehicles for the collection of Solid Waste in the Village on Monday and Thursday.

2.3 Municipal Services

Contractor shall incorporate the services that found in Attachment C. All scheduled services that were included in the Disposal for Village Facilities contract, which included scheduled service to downtown sidewalk containers, dumpster service at Village buildings and park facilities, scheduled collection in parks,

recycling at public buildings, and roll-off dumpster service (sixty (60) per year) at the Public Services facility are included and incorporated in this Contract.

The roll-off dumpster loads at the Public Services facility shall be limited to five (5) tons, with any excess tonnage to be billed to the Village at a rate of $64.50 per ton for the first contract year; $66.00 per ton for the second contract year; and $68.00 per ton for the third contract year. Should the number of roll-off dumpsters exceed 60 per contract year, the contractor shall bill the Village for service at a cost of $146.00 per load plus $64.50 per ton for the first contract year, $150.00 per load plus $66.00 per ton for the second contract year, and $153.00 per load plus $68.00 per ton for the third contract year.

2.4 Bulk Item Collection

Contractor shall collect each bulk item that has two (2) prepaid stickers affixed to it and that has been properly placed for curbside collection, including all items that are too large to fit into an approved container such as boxes, crates, furniture, carpet, mattresses, box springs, household appliances, and similar items. The charge for any such pick up shall be as established in Attachment A. Except as provided in Section 2.1 above, Contractor shall not be responsible for collecting certain items including Electronic Waste (as defined by Illinois law), construction debris, landscape waste, concrete, stone, dirt, large automobile parts, liquid waste, and tree stumps as part of the collection of bulk items.

2.5 Holiday Trees

Contractor shall collect, at no additional cost to any customer, any holiday tree placed at curbside for collection.

2.6 Stickers

A. General. Contractor shall arrange for the advance sale of stickers to be affixed to cans, bags, or toters of solid waste and to bulk items. Note that the same sticker that is used for solid waste and bulk items also shall be used for landscape waste (*see* Subsection 3.3A below). Contractor shall be responsible for all sales of stickers, accounting and collection of proceeds of such sales, and gathering of stickers during collection.

B. Sale Locations. Contractor shall arrange for, supervise, and handle the sale of stickers (i) at not less than three (3) and preferably six (6) business locations in the Village, (ii) at the Village Hall, and (iii) by mail from Contractor.

2.7 Monthly Reports

Contractor shall prepare and submit to the Village, before the 15th day of each month, a report detailing all solid waste collection and disposal activities for the previous month. Such report shall include, without limitation, the amount of solid waste collected, tipping fees paid to dispose of such solid waste, location of disposal, and the like. Such report shall be on a form provided by the Village.

2.8 Excluded Waste

Contractor shall not be required to collect and dispose of hazardous waste, Electronic Waste, radioactive, medical, pathological waste or other material banned from landfill disposal by Illinois or federal law or regulations, other than large appliances. When Contractor encounters hazardous waste materials during collection, then Contractor shall promptly notify the Village of each such instance on a form approved by the Village. *See* Section 7.15 of this Contract for provisions related to notice to customers regarding improperly prepared or improper materials.

ARTICLE III: LANDSCAPE WASTE COLLECTION

3.1 Landscape Waste Collection Service

Contractor shall collect from all Customers all landscape waste. "Landscape waste" means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, weeds, and other material accumulated as the result of the care of lawns, shrubbery, vines, and trees, and as otherwise described by State law.

3.2 Service Features

A. Frequency. Once each week, with service on the same day that solid waste is collected in that portion of the Village. Contractor shall collect landscape waste commencing each year on the week including April 1 and continuing through the week including November 30. The time period for such services may be expanded to include additional weeks upon the mutual written agreement of the parties to this Contract.

B. Location. Contractor shall provide curbside service for collection of landscape waste.

C. Containers. All solid waste placed by customers for collection shall be contained in the following containers or bundles:

(i) Metal or plastic cans not exceeding thirty-four (34) gallons in capacity and clearly marked as landscape waste by the customer; or

(ii) Biodegradable paper "kraft"-type bags not exceeding thirty-two (32) gallons in capacity; or

(iii) Tightly tied with biodegradable string or twine, in a bundle not exceeding four (4) feet in length or sixty (60) pounds in weight.

Contractor shall provide a 65- or 95-gallon cart to each customer at the customer's request and expense for use as a solid waste container in conjunction with either once-per-week or twice-per-week collection service. No deposit shall be required for rental of cart during the term of this Contract.

3.3 Stickers

A. General. Contractor shall be paid for all collection of landscape waste through the advance sale of stickers to be affixed to cans, bags, and bundles of landscape waste to be collected. The same sticker that is used for solid waste and bulk items also shall be used for landscape waste. Contractor shall be responsible for all sales of stickers, accounting and collection of proceeds of such sales, and gathering of stickers during collection.

B. Sale Locations. Contractor shall arrange for, supervise, and handle the sale of Landscape Waste stickers (i) at not less than three (3) and preferably six (6) business locations in the Village, (ii) at the Village Hall, and (iii) by mail from Contractor.

3.4 Leaf Collection

Contractor shall conduct unlimited collection of leaves in Kraft paper yard waste bags without stickers for six (6) consecutive weeks in the fall. The commencement date for this collection shall be authorized by the Director of Public Services. Other yard waste shall require standard landscape waste stickers.

3.5 Monthly Reports

Contractor shall prepare and submit to the Village, before the 15th day of each month, a report detailing all landscape waste collection and disposal activities for the previous month. Such report shall include, without limitation, the amount of landscape waste collected, fees paid to dispose of such landscape waste, location of disposal, and the like. Such report shall be on a form provided by the Village.

ARTICLE IV: RECYCLABLE MATERIALS COLLECTION

4.1 Recyclables Collection Service

Contractor shall collect from all customers the following recyclable materials: brown glass containers; green glass containers; clear glass containers; file stock; newspaper; junk mail; magazines and catalogs, plain and glossy; white ledger paper; colored ledger paper; mixed paper; directories; computer paper; telephone books; #6 newsprint; #8 newsprint; fiber egg cartons; flattened cardboard, plain and corrugated; empty aerosol cans; chipboard; 6- and 12-pack rings; carrier stock; pigmented PETE #1; clear PETE #1; natural HDPE #2; pigmented HDPE #2; PVC #3; LDPE #4 bottles and containers; PP #5 bottles; #7 bottles; aluminum cans; clean aluminum foil; clean pie plates; empty steel cans; empty bi-metal cans; milk and juice cartons and boxes.

The list of recyclable materials required to be collected by Contractor pursuant to this section may be expanded to include additional recyclable materials on the mutual written agreement of the Village and Contractor.

4.2 Service Features

A. Frequency. Once each week, with pickup on the same day that solid waste is collected in that portion of the Village.

B. Location. Contractor shall provide curbside service for collection of recyclable materials.

C. Containers. All recyclable materials placed by customers for collection shall be placed in a 65-gallon recycling cart provided by Allied Waste bearing a recycling logo or, in the case of hardship as determined by the Village Manager or his (or her) designee, one or more customer supplied 18-gallon bins bearing a recycling symbol. All customers as of the effective date of this Contract shall be supplied with one (1) such container, provided that the customer does not already have a container. Each new customer without a container shall be supplied with one (1) such container. Contractor shall be responsible for making available for purchase and for distributing additional or replacement containers at the price established in Attachment A to this Contract; provided, however, that Contractor shall replace any lost containers. The Contractor may charge a refundable security deposit not to exceed $65.00 to replace lost containers. The Contractor shall refund the deposit when the container is returned to the Contractor, or when the Contractor terminates this Agreement. All recycling carts shall remain the property of the Contractor.

D. Commingling. All types of recyclable materials may be commingled in a single container.

4.3 Location of Service

Contractor shall provide curbside service for collection of recyclable materials.

4.4 Collection Day

A. Residential Dwellings. Contractor shall collect recyclables from all Customers once each week on one of each Customer's regular Solid Waste collection days.

B. Municipal Buildings and Sites. Contractor shall collect recyclables from the municipal buildings and sites listed in Attachment C on a date mutually acceptable to the Village and Contractor.

4.5 Improper Materials

When Contractor, during collection, encounters materials not included in the list of Recyclable Materials contained in Section 4.1 above, then Contractor shall not be required to collect such materials but shall collect all Recyclable Materials. Contractor shall promptly notify the Village of each such instance on a form approved by the Village. *See* Section 6.15 of this Contract for provisions related to notice to Customers regarding improperly prepared materials.

4.6 Processing of Recyclables

Contractor shall deliver all Recyclable Materials to an appropriate facility for recycling. No Recyclable Materials shall be delivered to any landfill or other facility for disposal.

4.7 Monthly Reports

Contractor shall prepare and submit to the Village, before the 15th day of each month, a report detailing all recycling collection and disposal activities for the previous month. Such report shall include, without limitation, the amount of each type of Recyclable Material collected, the revenues received from the sale of each Recyclable Material, the after-market vendor of each recyclable, tipping fees savings, the rate of Customer participation in the recycling program, and the like. Such report shall be on a form provided by the Village.

4.8 Net Proceeds

Contractor shall retain all proceeds from the sale of the Recyclable Materials less all processing and transportation costs, provided all provisions in this Article of this Contract are successfully fulfilled as determined by the Village. The Contractor assumes full responsibility for the payment of all expenses, and hereby indemnified the Village from any and all claims concerning the payment of such expenses, associated with the processing and transportation of all Recyclable Materials.

4.9 Promotion/Educational Programs

Contractor shall, at its sole cost and expense, actively promote community-wide recycling in the Village, including, without limitation, distribution of educational and promotional literature to Customers and participation in educational programs.

ARTICLE V: FINANCIAL ASSURANCES

5.1 Bond

Contractor shall provide either (a) a performance bond on the form attached hereto as Attachment B 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, in the penal sum of $500,000.00 (the "Bond") or (b) a straight irrevocable letter of credit in the amount of $500,000.00 from a bank with principal offices in the Chicago Metropolitan area and acceptable to the Village and in a form approved by the Village.

5.2 Insurance

Contractor shall provide certificates and policies of insurance evidencing the following minimum insurance coverage:

Worker's Compensation:	statutory limit.
Employer's Liability:	$1,000,000 each occurrence.
Vehicle Liability:	$1,000,000 property damage, $1,000,000 bodily injury or death per person, $2,000,000 each occurrence.
Comprehensive General Liability:	$5,000,000 each person, $5,000,000 each occurrence.
Property Damage:	$2,500,000 each occurrence.

B. Annual Review. Contractor and the Village agree that the performance of the Work under this Contract, and the provisions of this Contract, shall be subject to review once during each year of the term of this Contract. Such review shall be at a meeting designated by the Village Manager, with not less than twenty-one (21) days advance written notice to Contractor of the date, time and location of the meeting. The Village may designate any appropriate officials and employees of the Village to attend. Contractor shall attend through its officials and employees of Contractor with authority to resolve performance and Contract issues under the Contract.

6.2 Collection Times

Contractor shall not begin collection on any day Monday through Friday before 7:00 a.m. or continue collection on any day after 6:00 p.m., or on any Saturday before 9:00 a.m. and after 5:00 p.m., unless an earlier starting time is approved by the President and Board of Trustees of the Village and included in Attachment A. Contractor shall not perform collection on Sundays.

6.3 Holiday Collection

Contractor shall not be required to perform Work on the following days: New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day. When a holiday falls on a weekday, then collections for the week within which such holiday falls shall be delayed by not more than one (1) day for the remainder of the week after the holiday; provided, however, than no such delayed collections shall occur on Sundays or holidays. Contractor shall provide the Village with a written schedule of holidays on which it shall not perform collections.

6.4 Quality of Employees

Contractor shall provide personnel to perform the Work who are competent, capable, courteous, and qualified. If any such employee fails to perform the Work in a manner satisfactory to the Village, then Contractor shall immediately upon notice from the Village replace such employee with another employee satisfactory to the Village.

6.5 Subcontractors

A. Approval and Use of Subcontractors. Contractor shall perform the Work with its own personnel and under the management and supervision and control of its own organization unless otherwise approved by the Village in writing. All subcontractors used by Contractor shall be acceptable to, and approved in advance by, the

Each policy shall be in a form and from companies acceptable to the Village and shall name the Village as an additional insured. Such insurance shall provide that no change of, 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 the Village.

5.3 Indemnification

Contractor shall, and hereby agrees to, indemnify, save, and keep harmless, the Village, its elected and appointed officials, employees, and attorneys against any and all lawsuits, claims, demands, 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 negligence or shallful misconduct, or failure to perform, including, without limitation, negligence and shallful misconduct, 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 or Contractor's employees, Contractor's agents, Contractor's officers, Contractor's subcontractors, and Contractor's independent contractors, except to the extent caused by the sole negligence of the Village.

5.4 Penalties

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body arising out of, resulting from, or relating to, Contractor's negligent performance, or its failure to perform, its duties and obligations under this Contract, including without limitation acts and omissions of Contractor's employees, Contractor's agents, Contractor's officers, Contractor's subcontractors, and Contractor's independent contractors. Contractor may contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be solely responsible for all costs, including attorneys' and accountants' fees, of protesting any such fines or civil penalties.

ARTICLE VI: STANDARDS FOR PERFORMANCE

6.1 General Quality of Performance; Performance Review

A. General Standard. Contractor shall provide, perform, and complete all of the Work in full compliance with the terms of this Contract and in a good and workmanlike manner. Contractor at all times shall perform the Work with as little disturbance to the Customers as possible, and shall make every effort to minimize noise and disruption incident to the Work.

Village. The Village's approval of any subcontractor shall not relieve Contractor of full responsibility and liability for the performance of the Work. All Work performed under any subcontract shall be subject to all of the provisions of this Contract, and every reference in this Contract to "Contractor" shall be deemed also to refer to all subcontractors of Contractor.

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

6.6 Risk of Loss

The Work and everything pertaining thereto shall be performed and maintained at the sole risk and cost of Contractor. Contractor shall have no claim against the Village because of any damage or loss to the Work or Contractor's equipment, materials, or supplies.

6.7 Safety

Contractor shall be solely and completely responsible for 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 prevent injury to persons and damage to property.

6.8 Cleanliness

A. Generally. Contractor shall perform the work in a clean and orderly fashion and shall not cause to be deposited, or allow to remain, any Solid Waste, Landscape Waste, or Recyclable Materials at any pick-up area during performance of the Work. Contractor shall replace all container covers and shall replace all containers to their proper locations. Contractor shall take all reasonable actions to avoid clutter and damage, as a result of its operations, to curbs, streets, alleys, pavement, utilities, adjoining property, and all property of the Village. Contractor shall leave all property affected by its operations in a clean condition.

B. Cleanup of Spills. Contractor shall immediately clean up any Solid Waste, Landscape Waste, or Recyclable Materials that it may have caused to spill onto private premises, parkways, streets, alleys, or

charge all costs related thereto to Contractor. If the Village determines, in its sole discretion, that such damage has created a dangerous situation requiring immediate response, then the Village may cause such repair or restoration to be made without notice to Contractor and charge all costs related thereto to Contractor. Contractor shall pay all costs to the Village within five (5) days after receiving notice thereof from the Village.

B. Customer Waste Containers. Contractor shall use reasonable care in the handling of all Customer Waste Containers to avoid any excessive damage thereto. Contractor shall replace at its expense Waste Containers that may be seriously damaged by carelessness of its employees.

C. No Waiver. 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 the Village or Contractor, to indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

6.12 Telephone

Contractor shall maintain a telephone (local exchange) with an attendant from Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. to service inquiries, requests, and complaints in connection with the Work.

6.13 Identification

All of Contractor's own personnel and all of Contractor's subcontractors' personnel shall visibly carry distinctive personal identification at all times while performing Work within the Village. All such personnel driving a vehicle shall carry, at all times, a valid Illinois Operator's License for the type of vehicle being driven, including proper evidence of a commercial driver's license as required by law.

6.14 Complaints; Processing

A. Generally. Contractor shall cooperate with the Village in minimizing complaints from the customers and other Village residents. Unreasonable complaint levels shall be due cause for the Village to terminate this Contract.

B. Initial Response. Contractor shall give all complaints received by it prompt and courteous attention. Contractor shall respond personally to

other public places, in a neat and workmanlike manner. If such materials or fluids are not cleaned up within eight (8) hours after notice, written or oral) from the Village, then the Village may perform the clean up and bill the cost of that clean up to Contractor. Contractor shall reimburse the Village within thirty (30) days after receipt of an invoice for those costs.

6.9 Equipment

Contractor shall furnish, and shall maintain in a neat, clean, and sanitary condition, enclosed modern collection equipment approved by the Village for use in performing the work. Contractor shall provide a sufficient number of vehicles for regular collection service. All vehicles shall be kept in good repair and appearance and shall be maintained in a sanitary condition at all times. Each vehicle shall be free of excessive noise, odor, and emissions. Each vehicle shall Contractor's name, Contractor's telephone number, and a vehicle identification number clearly marked and visible on the side. Solid waste and landscape waste vehicles shall be a compactor type. No vehicle shall displace or leak fluids, oil, hydraulic fluids, or the like. No vehicle in need of repair shall be used at any time within the Village. Alternate vehicles must be used but not as to delay or postpone regular collection schedules. If a vehicle is not operating properly, then Contractor must provide a substitute vehicle immediately that complies with the requirements of this Contract. Contractor may use a replacement, open truck on a temporary basis in case of emergency, but only with the prior express written approval of the Village.

6.10 Storage

Contractor shall not store, or allow to be stored, any equipment or materials on any private property in the Village except in strict compliance with Village laws, statutes, codes, ordinances, resolutions, rules, and regulations. Under no circumstances shall Contractor store any equipment or materials on or in any public property or facility within the Village without the prior express written approval of the Village. Nothing in this Section shall be construed to affect the use of 90-gallon carts otherwise in accordance with the terms of this Contract.

6.11 Damage to Property

A. Restoration. Contractor shall promptly, and without charge to the Village, repair or restore, at its own expense and to a condition equal to that existing before the occurrence and satisfactory to the Village, any damage done by Contractor to any property, public or private, as a result of the Work. If Contractor fails to promptly repair or restore any such damage, then the Village may, after forty-eight (48) hours written notice to Contractor, itself cause such repair or restoration to be made, with its own forces or with forces hired for that purpose, and

every customer from whom a complaint is received within twenty-four (24) hours after receipt of such complaint; except that, if Contractor receives a complaint about a missed scheduled collection, then Contractor shall immediately investigate such complaint and, if such scheduled collection was not made in accordance with the terms of this Contract, then Contractor shall cause such collection to be made within twenty-four (24) hours after receipt of such complaint.

C. Referral to Village. If Contractor is unable to resolve a complaint in a manner satisfactory to both Contractor and the Customer, then Contractor, within forty-eight (48) hours after receipt of such complaint, shall deliver notice of such complaint to the Village Manager, which notice shall include the name and address of the Customer, the date and hour the complaint was received, the nature of the complaint, and Contractor's response to the complaint. The Village Manager or his or her designee shall arbitrate each such complaint, and the decision of the Village Manager or his or her designee concerning each such complaint shall be final and binding on Contractor.

D. Monthly Report. Contractor shall prepare and submit to the Village, before the 15th day of each month, a report detailing each complaint received from any customer, including without limitation the name of the customer, the date and hour the complaint was received, the nature of the complaint, the investigation undertaken in response to the complaint, and the nature, date, and hour of the disposition of the complaint.

6.15 Improperly Prepared or Improper Materials

When Contractor encounters any Solid Waste, Landscape Waste, or Recyclable Materials prepared improperly by any customer for collection, or materials not proper for collection from residential dwellings such as hazardous or medical waste, then Contractor may leave such improperly prepared or improper material and Contractor shall post a notice with such customer, on a form approved by the Village, noting the problem. Contractor shall collect all material properly prepared for collection.

6.16 Changes in Service

Each customer shall be permitted to change the frequency, location, and/or quantity of desired Solid Waste collection and disposal services no less frequently than once each year on not more than thirty (30) days' written notice to Contractor prior to each successive anniversary date of this Contract. Contractor shall notify each customer of his or her right to make such changes in service and shall provide

forms acceptable to the Village to each customer to enable any such customer to timely notify Contractor of such customer's desire to make service changes.

6.17 Discontinuation of Service

Contractor shall notify the Village in writing of any discontinuation of service at any property within the Village in excess of thirty (30) days.

6.18 Audit

Contractor shall prepare or have prepared annually, and deliver to the Village, an audit of the books and records of Contractor. An audit of the books and records of Contractor's regional activities shall satisfy the requirements of this section.

6.19 Illegal Aliens

Contractor shall not employ any alien in the United States in violation of the Immigration and Nationality Act, 8 U.S.C. §1101 et seq.

ARTICLE VII: TERM; EXTENSION

7.1 Term

The Contract shall be effective for a three (3) year term. Contractor shall commence the Work on May 1, 2015, and shall diligently and continuously prosecute the Work at all times thereafter through April 30, 2018. The Contract may be extended by mutual agreement as provided for in Section 7.2 of this Contract.

7.2 Extension

In the third year of this Contract commencing not less than 120 days prior to the end of the initial term of this Contract, the Village and Contractor shall negotiate terms for an extension of this Contract for up to three (3) additional years. Such negotiation shall include consideration of adjustments to Contractor's compensation based on percentages of increases to the Chicago Area Consumer Price Index, to Contractor's costs for landfill space, and to availability and costs of facilities and markets for processing of recyclable materials and landscape wastes, among other considerations. A rate or charge may be adjusted to include an amount sufficient to offset the amount of (a) any increased cost of operation incurred by Contractor due to a change in a law, regulation, or rule applicable to the Contractor's performance of this Contract, or (b) any fee, surcharge, duty, tax, or other charge imposed by the federal government or agency thereof, the State of Illinois or agency thereof, or a local governmental agency, which fee, surcharge,

duty, tax, or other charge is payable solely by reasons of the nature of the operations conducted by Contractor under this Contract, or (c) the amount of any increase in the actual disposal fees charged to Contractor by the operator of the disposal site or facility used by Contractor pursuant to this Contract, provide such disposal fees are the lowest such fees reasonably available to Contractor.

Contractor may submit documentation to the Village Manager justifying any adjustment to any rate or charge. The Village may request additional, detailed information from Contractor appropriate to evaluate any proposed increase or decrease in rates.

If the Village and Contractor cannot agree on adjusted rates and charges pursuant to this section, then this Contract shall not be extended.

7.3 Cancellation

The Village has the right, at its sole discretion, to cancel the third and final year of this contract without any penalty. The Village shall provide the Contractor with one hundred and eighty (180) day notice of its intent to cancel the Contract.

ARTICLE VIII: DISPUTES AND REMEDIES

8.1 Dispute Resolution Procedure

A. Notice of Disputes and Objections. If Contractor disputes or objects to any direction, instruction, determination, or decision of the Village, then Contractor may notify the Village in writing of its dispute or objection; provided, however, that Contractor shall, nevertheless, proceed without delay to perform the Work as directed, instructed, determined, or decided by the Village, without regard to such dispute or objection. Unless Contractor so notifies the Village within two (2) business days after receipt of such direction, instruction, determination, or decision, Contractor shall be deemed to have waived all such disputes or objections and all claims based thereon.

B. Resolution of Disputes and Objections. To avoid and settle without litigation any such dispute or objection, the parties agree to engage in good faith negotiations. Within three (3) business days after the Village's receipt of Contractor's written notice of dispute or objection, a conference between the Village and Contractor shall be held to resolve the dispute. Within three (3) business days after the final conference, the Village shall render its final decision, in writing, to the Contractor. If Contractor objects to the final decision of the Village, then it shall give the Village notice thereof and, in such notice, shall state its final demand for settlement of the dispute.

8.2 Contractor's Remedies

If the Village fails or refuses to satisfy a final demand made by Contractor pursuant to Section 8.1 above or to otherwise resolve the dispute which is the subject of such demand to the satisfaction of Contractor, within ten (10) business 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.

8.3 Village's Remedies

If it should appear at any time that Contractor has failed, refused, or delayed to perform or satisfy any requirement of this Contract and has failed to cure such failure within two (2) business days after written notice thereof from the Village, then the Village 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:

A. The Village may require Contractor to take any action necessary to bring Contractor into strict compliance with this Contract.

B. The Village may perform or have performed all Work necessary for the accomplishment of the results stated in Subsection 8.3A above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by the Village in connection therewith.

C. The Village may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of performing the Work, evict Contractor and take possession of all Contractor's equipment, materials, supplies, tools, and other items relating to the Work, and either complete the Work with its own forces or contracted forces. Any and all subcontracts of Contractor shall, upon such termination and at the Village's option exercised in writing, be deemed to be automatically assigned to the Village, but the Village shall not thereby assume any obligation for payments due under such subcontracts for any Work performed prior to such assignment.

D. The Village may terminate this Contract.

E. The Village may recover any damages suffered by the Village.

8.4 Village's Right to Terminate or Suspend Work for Convenience

A. Termination for Convenience. The Village shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by thirty (30) days' advance 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, terminate Work under existing subcontracts, and cancel any outstanding subcontracts that may be cancelled.

B. Terminations Deemed for Convenience. Any termination of Contractor's rights under this Contract for an alleged default that is ultimately held unjustified shall automatically be deemed to be a termination for the convenience of the Village under this section.

C. Payment for Completed Work. In the event of any termination or suspension pursuant to Subsections 8.4A or 8.4B above, Contractor shall have the right to be paid for all Work done prior to the effective date of such termination or suspension and to be paid for all Work done in accordance with the requirements of this Contract and for all costs pertaining to the Work, exclusive of overhead and profit, as Contractor may have reasonably and necessarily incurred as the result of such termination or suspension.

8.5 Non-Enforcement by the Village.

Contractor shall not be excused from complying with any of the terms and conditions of this Contract by any failure of the Village, upon any one or more occasion, to insist upon Contractor's performance of, or to seek Contractor's compliance with, any one or more of said terms or conditions.

ARTICLE IX: LEGAL RELATIONSHIPS AND REQUIREMENTS

9.1 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, or done pursuant to, this Contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between the Village and Contractor.

9.2 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 the Village.

9.3 Title to Waste; Disposal Responsibilities

Title to all Solid Waste, Landscape Waste, and Recyclable Materials shall vest in Contractor at the time it is placed in Contractor's vehicles or equipment. The Village shall have no responsibility for the disposal of any Solid Waste, Landscape Waste, or Recyclable Materials and all such disposal shall be accomplished by Contractor at its sole risk and expense. Nothing in, or done pursuant to, this Contract shall be construed to create any responsibility on the part of the Village for disposal of any Solid Waste, Landscape Waste, or Recyclable Materials once title thereto has vested in Contractor pursuant to this Section. Contractor shall dispose of all Solid Waste, Landscape Waste, and Recyclable Materials collected pursuant to this Contract in accordance with all applicable federal and state laws and regulations.

9.4 Compliance with Laws and Grants

Contractor shall obtain all required governmental licenses, approvals, and permits that may be required in connection with performing the Work, and shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is performed in accordance with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes requiring preference to laborers of specified classes; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, disability, or other prohibited classification, including without limitation the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. [formerly Ill. Rev. Stat. ch. 68, §§ 1-101 et seq.], the Discrimination in Public Agreements Act, 775 ILCS 10/1 et seq. [formerly Ill. Rev. Stat. ch. 29, §§ 17 et seq.], the Illinois Fair Employment Practices Act, and the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 et seq.; and any statutes regarding safety or the performance of the Work including the Occupational Safety and Health Act; and any statutes relating to the handling and disposal of Solid Waste, Landscape Waste and Recyclable Materials, including Subtitle D.

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

9.5 Changes in Laws

Except as 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.

9.6 Governing Laws

This Contract and the rights of the parties hereunder shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

9.7 Taxes

The Village is exempt from state and local sales, use, and excise taxes. A letter of exemption shall be provided to Contractor, if necessary. The Village shall not reimburse or assist Contractor in obtaining reimbursement for any state or local sales, use, or excise taxes paid by Contractor. Contractor shall be required to reimburse the Village for any such taxes paid. Failure of Contractor to comply with the provisions of this Section shall entitle the Village to withhold or recover from Contractor the costs thereof.

9.8 Employee Taxes and Benefits

Contractor shall be fully and exclusively liable for the payment of any and all contributions or taxes for unemployment insurance, old age, or retirement benefits, pensions, annuities, or other similar benefits for employees of Contractor; shall accept full and exclusive liability for payment by all of its subcontractors and suppliers of any and all such contributions or taxes; shall comply with all applicable laws and regulations respecting the assumption of liability for such taxes or contributions; and shall reimburse the Village for any such taxes or contributions that the Village may be required to pay.

9.9 Force Majeure

Whenever a period of time is provided for in this Contract for either the Village or Contractor to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, insurrection, rebellion, strike, lockout, fire, flood, storm, earthquake, tornado, or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. An act or omission shall not be deemed to be "beyond Contractor's control" if committed, omitted, or caused by Contractor, Contractor's employees, officers or agents or a subsidiary, affiliate or parent of Contractor or by any corporation or other business entity that holds a controlling interest in Contractor, whether held directly or indirectly (for example, but not by way of limitation, a strike by or lockout of Contractor's employees would not be an act "beyond Contractor's control"). Contractor shall promptly notify the Village when Contractor reasonably believes that an event constituting a "force majeure" under this Section has occurred.

9.10 No Collusion

Contractor hereby represents that the only persons, firms, or corporations interested in this Contract as principals are those disclosed to the Village 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 party, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Contract shall, at the Village's option, be null and void.

9.11 Confidential Information

All information supplied by the Village 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 the Village, be used for any purpose other than performance of the Work.

9.12 Assignment

Contractor shall not assign this Contract or sublet it as whole, or assign any of Contractor's rights under this Contract, without the prior express written approval of the Village, which approval may be exercised in the sole and unfettered discretion of the Village. The Village may assign any or all of its rights or obligations under this Contract without the prior consent of Contractor.

9.13 Notices

Except as otherwise explicitly provided in this Contract, all notices required or permitted to be given under this Contract shall be in writing and shall be deemed delivered to the addressee thereof (1) when delivered in person on a business day at the address set forth below or (2) 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 the Village shall be addressed to, and delivered at, the following address:

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

with a copy to:

Klein, Thorpe, and Jenkins, Ltd.
20 North Wacker Drive

Suite 1660
Chicago, Illinois 60606
Attention: Lance C. Malina

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

Allied Waste Services of North America, LLC
5050 W. Lake Street
Melrose Park, IL 60160
Attention: General Manager

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

9.14 Binding Effect

This Contract shall be binding upon the Village 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, officials, employees, agents, and representative of such party.

9.15 Contractor Acknowledgment

Contractor acknowledges that (a) it has carefully read the terms, conditions and provisions of this Contract and Chapter 21 of the Hinsdale Municipal Code; (b) it accepts, without reservation, the obligations imposed by said terms, conditions, and provisions; (c) it agrees to accept the validity of said terms, conditions, and provisions; (d) it agrees to abide by said terms, conditions, and provisions; and (e) it agrees not to proceed, at any time, against the Village in any claim for damages challenging any term, condition, or provision of this Contract or of the Hinsdale Municipal Code on the basis that the Village did not have the authority to impose the same or that the same may be unreasonable, arbitrary, or void.

9.16 Authority to Execute

Contractor hereby warrants and represents to the Village (a) that it has the right, power, and authority to enter into this Contract and to agree to the terms, provisions, and conditions set forth herein; (b) that all legal actions needed to authorize the execution, delivery, and performance of this Contract have been taken; and (c) that neither the execution of this Contract nor the performance of the obligations assumed by Contractor hereunder shall (i) result in a breach or default

under any agreement to which Contractor is a party or (ii) violate any statute, law, restriction, court order, or agreement to which Contractor is subject.

9.17 Severability

The provisions of this Contract shall be interpreted when possible to sustain their legality and enforceability. If any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, then 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.

9.18 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 the authorized representatives of the Village and Contractor.

9.19 Entire Contract

This Contract sets forth the entire agreement of the parties with respect to the accomplishment of the Work and the rates and charges therefor, and there are no other understandings or agreements, oral or written, between the parties with respect to the Work and the rates and charges therefor.

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

VILLAGE OF HINSDALE

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

[Allied Waste Services of North America, LLC]

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

ATTACHMENT A

SCHEDULE OF RATES AND CHARGES
SOLID WASTE, LANDSCAPE WASTE, RECYCLING,
DISPOSAL SERVICES FOR VILLAGE FACILITIES
AND SEASONAL LEAF COLLECTION

REFUSE PROGRAM

	One Can 1x/week	65 gallon Cart 1x/week	95 gallon Cart 1x/week	One Can 2x/week	65 gallon Cart 2x/week	95 gallon Cart 2x/week	Sticker
First Year	$26.08	$30.72	$31.54	$39.56	$44.07	$44.82	$3.05
Second Year	$26.73	$31.49	$32.33	$40.55	$45.17	$45.94	$3.15
Third Year	$27.40	$32.28	$33.14	$41.56	$46.30	$47.09	$3.25

LANDSCAPE WASTE

Contractor shall supply weekly collection of yard waste collected in Kraft paper yard waste bags requiring pre-paid waste stickers from April through November.

RECYCLING PROGRAM

Contractor shall supply unlimited curbside recycling while supplying a 64-gallon cart to each residence.

MUNICIPAL SERVICES

Contractor shall conduct refuse and recycling for Village facilities including certain roll off dumpsters as found in Attachment C

LEAF COLLECTION

Contractor shall supply unlimited collection of leaves in Kraft paper yard waste bags without stickers for six (6) consecutive weeks in the fall with a commencement date to be determined by the Director of Public services. All other yard waste shall require standard yard waste stickers.

ATTACHMENT B

VILLAGE OF HINSDALE

CONTRACT FOR COLLECTION AND DISPOSAL SERVICES
FOR SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that **ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**, as Principal, hereinafter called Contractor, and _____, as Surety, a corporation organized and existing under the laws of the State of _____, hereinafter called Surety, are held and firmly bound unto the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, as Obligee, hereinafter called the Village, in the full and just sum of FIVE HUNDRED THOUSAND DOLLARS ($500,000.00), for the payment of which sum of money well and truly to be made, Contractor and Surety bind themselves, and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents, said amount to include payment of actual costs and damages and for attorneys' fees, engineering fees, accounting fees, consulting fees, court costs, interest, and any other fees and expenses resulting from or incurred by reason of Contractor's failure to promptly and faithfully perform its contract with the Village, said contract being more fully described below, and to include attorneys' fees, court costs, and other expenses necessarily paid or incurred in successfully enforcing performance of the obligation of Surety under this bond.

WHEREAS, Contractor has entered into a written agreement dated _____, 2015, with the Village titled A CONTRACT BETWEEN THE VILLAGE OF HINSDALE AND ALLIED WASTE SERVICES FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, LANDSCAPE WASTE, AND RECYCLABLE MATERIALS (the "Contract"), the terms and conditions of which are by this reference incorporated herein as though fully set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if Contractor shall well, truly, and promptly perform all the undertakings, covenants, terms, conditions, and agreements of said Contractor under the Contract, including, but not limited to, Contractor's obligations under the Contract: (1) to provide and perform, in the manner specified in the Contract, all necessary work, labor, services, transportation, materials, equipment, apparatus, machinery, tools, fuels, information, data, and other means and items necessary for the collection of all Solid Waste, Landscape Waste, and Recyclable Materials from all customers, as that term is defined in the Contract; (2) to procure and furnish all permits, licenses, and other governmental authorizations necessary in connection therewith; (3) to procure and furnish the Bond and all certificates and policies of insurance specified in the Contract; (4) to pay all applicable federal, state, and local

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

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

Contractor deposes, states, and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of tax, as set forth in 65 ILCS 5/11-42.1-1 et seq. [formerly Ill. Rev. Stat. ch. 24, § 11-42.1-1]; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. [formerly Ill. Rev. Stat. ch. 38, §§ 33E-1 et seq.].

DATED this _____ day of _____ 2015.

[Allied Waste Services of North America, LLC]

By: _____

Name: _____

Title: _____

Subscribed and sworn to before me
this _____ day of _____ 2015

_____
Notary Public

My Commission Expires: _____

taxes; (5) to do all other things required of the Contractor by the Contract; and (6) to provide, perform, and complete all of the foregoing in a proper and workmanlike manner and in full accordance and compliance with, and as required by, the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either the Village or Contractor to the other in or to the terms of said Contract shall in any way release Contractor and Surety or either or any of them, or any of their heirs, executors, administrators, successors, or assigns, or affect the obligations of Surety on this bond, all notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and notice of any and all defaults by Contractor or of the Village's termination of Contractor, being hereby waived by Surety.

Notwithstanding anything to the contrary in the foregoing paragraph, in no event shall the obligations of Surety under this bond in the event of Contractor's default be greater than the obligations of Contractor under the Contract in the absence of such Contractor default.

The Village shall have no obligation to actually incur any expense or correct any deficient performance of Contractor in order to be entitled to receive the proceeds of this bond.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Village or the heirs, executors, administrators, or successors of the Village.

Signed and sealed this _____ day of _____ 2015.

PRINCIPAL		SURETY	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Attest:			
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____

9g

DATE: May 19, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Consent Agenda - EPS	**ORIGINATING DEPARTMENT** Public Services
ITEM Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago Watershed Management Ordinance (WMO).	**APPROVAL** Daniel Deeter, PE Village Engineer

Under the new Cook County Watershed Management Ordinance (WMO) adopted October 3, 2013 and effective May 1, 2014, multi-county municipalities may elect to adopt and enforce one county's stormwater regulations across the entire municipality. Previously, on July 13, 2010, the Village of Hinsdale Board of Trustees had adopted the DuPage Countywide Stormwater & Floodplain Ordinance "by reference for the DuPage County and Cook County portions of the village".

Under article 2 of the new Cook County WMO, an intergovernmental agreement (IGA) with the Metropolitan Water Reclamation District of Greater Chicago (DISTRICT) is required to be entered into to allow the process of granting Watershed Management Permits to be carried out by DuPage County as opposed to the DISTRICT. Per the DISTRICT guidance, the Village Manager sent a letter of intent to the DISTRICT. The DISTRICT prepared the IGA and returned it for the Board of Trustees' approval. The Village attorney has reviewed and approved the IGA.

Under this IGA, the Village staff will continue to enforce the DuPage Countywide Stormwater & Floodplain Ordinance in both DuPage and Cook County portions of the village. Per the Cook County WMO, a permit from the DISTRICT will be required under certain, limited circumstances, such as, if a proposed development is discharging directly into DISTRICT property.

MOTION: To approve entering into a "Multi-County Municipality Intergovernmental Agreement Between the Village of Hinsdale and the Metropolitan Water Reclamation District of Greater Chicago".

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL

COMMITTEE ACTION:

BOARD ACTION: At the May 5, 2015 Board of Trustees meeting, the Board approved the item to be moved to the consent agenda.

Eleanor Boland

From: Mallory A. Milluzzi [mamilluzzi@ktjlaw.com]
Sent: Friday, April 03, 2015 2:49 PM
To: Eleanor Boland
Cc: Lance C. Malina
Subject: FW: Hinsdale second red-line.docx
Attachments: MWRD IGA for Watershed Ordinance.DOCX

Eleanor:

Attached is the final version from the MWRD. As I stated previously, the MWRD won't allow us to amend the agreement, minus small changes. As such, we still recommend approving the attached document. Let me know if you need anything else.

Have a great weekend,

Mallory A. Milluzzi
Associate Attorney
Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Dr. Ste 1660
Chicago, IL 60606
(312) 984-6458
mamilluzzi@ktjlaw.com

From: Saindon, Pamela [mailto:SaindonP@mwrd.org]
Sent: Tuesday, March 31, 2015 5:12 PM
To: Mallory A. Milluzzi
Subject: Hinsdale second red-line.docx

Hello Mallory,
Here is a draft of my red-line changes and responses to your changes. As stated earlier, the District's policy for these particular IGAs is that the provisions are standard so that there is consistency among all the Multi-county agreements.

Thank you for your consideration in this matter,

Pamela Saindon
Senior Attorney
Metropolitan Water Reclamation District of Greater Chicago
100 E. Erie Street, 3rd Floor
Chicago, IL 60611-3154
312-751-6584
pamela.saindon@mwrd.org

MULTI-COUNTY MUNICIPALITY INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HINSDALE AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement") is entered into, this _____, 2015, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the "District") and the Village of Hinsdale, a municipal corporation and non-home rule unit of government organized and existing under Article VII, Section 7, of the 1970 Constitution of the State of Illinois (hereinafter the "Municipality").

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the "Act"); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

WHEREAS, the Act specifically authorizes the District to prescribe by ordinance reasonable rules and regulations for floodplain and stormwater management and for governing the location, width, course, and release rate of all stormwater runoff channels, streams, and basins in Cook County; and

WHEREAS, the Watershed Management Ordinance (hereinafter the "WMO"), attached hereto as Exhibit 1, was adopted by the District's Board of Commissioners on October 3, 2013, and became effective on May 1, 2014, and was further amended on July 10, 2014; and

WHEREAS, the WMO defines a multi-county municipality as a municipality containing corporate area within both Cook County and an Illinois county located contiguously adjacent to Cook County; and

WHEREAS, along the common border between Cook County and DuPage County, the Municipality has corporate area within both Cook County and DuPage County and is therefore considered to be a multi-county municipality; and

WHEREAS, Article 2 of the WMO provides and allows that a multi-county municipality may adopt and enforce the stormwater management ordinance of a county adjacent to the District if the municipality has corporate area within the adjacent county; and

WHEREAS, DuPage County adopted the DuPage Countywide Stormwater and Flood Plain Ordinance (hereinafter "Ordinance") pursuant to statutory authorization in the Counties Code at 55 ILCS 5/5-1062; and

WHEREAS, the Ordinance prescribes by ordinance reasonable rules and regulations for floodplain and stormwater management in DuPage County; and

WHEREAS, the Municipality submitted to the District a Letter of Intent to adopt, administer and enforce the DuPage County Ordinance within the corporate area of the Municipality, said Letter of Intent bearing the date of February 24, 2014; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/1 et seq., the Municipality has the authority to adopt the Ordinance by reference; and

WHEREAS, on July 13, 2010, the Municipality's Board of Trustees adopted the Ordinance by reference; and

WHEREAS, floodplain and stormwater management may be administered more effectively and uniformly with the Municipality and District cooperating and using their joint efforts and resources most efficiently; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on May 1, 2014, the District's Board of Commissioners authorized the District to enter into an intergovernmental agreement with the Municipality; and

WHEREAS, on _____, the Municipality's Board of Trustees authorized the Municipality to enter into an intergovernmental agreement with the District; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the Municipality and District hereby agree as follows:

Article 1. Incorporation of Recitals

The recitals set forth above are incorporated herein by reference and made a part hereof.

Article 2. General Responsibilities of the Municipality

1. The Municipality shall adopt by reference the Ordinance, including all amendments thereto as may be made from time to time.

2. The Municipality shall administer the Ordinance within its corporate area in conformance with the provisions of the Ordinance.

3. The Municipality shall issue permits as required by the Ordinance within its corporate area in conformance with the terms and conditions of the Ordinance.

4. The Municipality shall enforce the Ordinance within its corporate area.

5. The Municipality shall either employ or retain adequate staff as required by the Ordinance.

6. The Municipality shall maintain all records as required by the Ordinance.

Article 3. Watershed Management Permits

1. A Watershed Management Permit shall not be required from the District for any development activity enumerated in Article 2, Section 201.1, of the WMO proposed within the Municipality's corporate limits. For such development activities, the Municipality shall issue permits within its corporate area in conformance with the terms and conditions of the Ordinance.

2. A Watershed Management Permit shall be required from the District for any development activity enumerated in Article 2, Section 201.2, of the WMO proposed within both the Municipality's corporate area and within Cook County or the area bound by any District Extraterritorial Service Agreement outside of Cook County.

3. Upon request, the Municipality shall reasonably cooperate with the District on administrative proceedings related to variances, appeals, and violations of the WMO. The Municipality's reasonable cooperation shall include assistance in the form of supporting documents, information, and, if necessary, testimony.

Article 4. Inspections

1. The Municipality shall inspect the construction and operations related to any development activity located within the corporate area of the Municipality as required by and in conformance with the Ordinance.

2. In conformance with Article 10 and Article 2, Section 205, of the WMO, the District may inspect any development subject to a Watershed Management Permit within the Municipality to ensure compliance with both the Watershed Management Permit and the WMO.

Any inspections performed pursuant to this Agreement shall be conducted in accordance with theWMO, the Ordinance, and all other applicable local, state, and federal laws.

Article 5. Stop-Work Orders

The Municipality may issue an order requiring the suspension of construction of a development that is subject to the " " in conformance with its statutory authority and the provision of the "2.

Article 6. Violations

1. The Municipality shall investigate complaints of violation of the Ordinance and/or a permit issued by the Municipality under the Ordinance in conformance with the requirements of the Ordinance.

2. The Municipality shall conduct or otherwise be responsible under this Agreement for all administrative proceedings to remedy violations of the Ordinance or of a permit issued by the Municipality under the Ordinance in conformance with the applicable provisions of that Ordinance.

3. The Municipality shall notify the District within 72 hours of any known and suspected violation of either the WMO or of a Watershed Management Permit issued within the corporate area of the Municipality within Cook County or the Extraterritorial Service Agreement area.

4. The District shall solely conduct or otherwise be responsible for all administrative proceedings to remedy violations of either the WMO or a Watershed Management Permit issued under the WMO within the corporate area of the Municipality within Cook County or Extraterritorial Service Agreement area.

Article 7. Audits

1. The District may audit the Municipality periodically to ensure compliance with this Agreement.

2. During an audit, the District may:

   a. Meet with staff of the Municipality, which may include an enforcement officer, Professional Engineer, and wetland specialist;
   b. Verify that the Municipality complies with all requirements listed in Article 2, Section 207.2, of the WMO;
   c. Verify that permits which the Municipality issued are in conformance with the Ordinance; and
   d. Verify compliance with this Agreement.

Article 8. Termination by the Municipality

1. The Municipality may, at its option, and upon giving a sixty (60) day written notice to the District in the manner provided in Article 25 below, terminate this Agreement.

2. In the event of termination of this Agreement by the Municipality as allowed in Article 8, Section 1, of this Agreement, all provisions of the WMO shall thereafter apply within the Cook County portion of the Municipality, and a Watershed Management Permit shall be required from the District for any development activity enumerated in Article 2, Sections 201.1 and 201.2, of the WMO proposed within the Municipality's corporate area in Cook

County. A Watershed Management Permit will continue to be required for all qualified sewer construction within any Extraterritorial Service Agreement area. All permits issued before termination by the Municipality under the Ordinance for development activity located in the Cook County portion of the Municipality shall remain valid and shall be administered by the District.

Article 9. Suspension or Termination by the District

1. The District may terminate this Agreement for any of the following reasons:

   a. Failure by the Municipality to adopt the Ordinance, including all amendments, by reference; or
   b. Adoption of an ordinance by the Municipality with less stringent standards than the Ordinance; or
   c. Failure of the Municipality to administer or enforce the Ordinance; or
   d. Failure by the Municipality to comply with any requirement of Section 207.2 of the WMO; or
   e. Breach of this Agreement by the Municipality.

2. The District may also terminate this Agreement if the Municipality's legal authority to administer the Ordinance is revoked by statute, ordinance, or court order.

3. The District shall promptly notify the Municipality of any deficiency with respect to any provision of this Agreement, which the Municipality must remedy within thirty (30) calendar days. In cases where a deficiency cannot be remedied within thirty (30) calendar days, the District may grant a time extension to the Municipality.

4. If the Municipality does not remedy the deficiency as required by Article 9, Section 3, of this Agreement, the District may either terminate or suspend this Agreement.

5. In the event of termination or suspension of this Agreement by the District, all provisions of the WMO shall thereafter apply within Cook County, and a Watershed Management Permit shall be required from the District for any development activity enumerated in Article 2, Sections 201.1 and 201.2, of the WMO proposed within the Municipality's corporate area in Cook County. All permits issued before termination by the Municipality under the Ordinance for development activity located in the Cook County portion of the Municipality shall remain valid and shall be administered by the District.

Article 10. Duration

This Agreement becomes effective on the date that the last signature is affixed hereto, which shall be the date inserted on the first page hereof. Subject to the terms and conditions of Articles 8 and 9 above, this Agreement shall remain in full force and effect for perpetuity.

Article 11. Non-Assignment

Neither party may assign its rights hereunder without the written consent of the other party.

Article 12. Waiver of Personal Liability

No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 13. Indemnification

The Municipality shall defend, indemnify, and hold harmless the District, its commissioners, officers, employees, and other agents ("District Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of or are in any way related to any authority, duty, or obligation bestowed on the Municipality pursuant to this Agreement and/or the WMO.

Article 14. Covenants, Representations, and Warranties of the Municipality

The Municipality covenants, represents, and warrants as follows:

1. The Municipality has legal authority to perform all responsibilities of the Ordinance and this Agreement;

2. The Municipality has legal authority to adopt the Ordinance and has adopted the Ordinance including all amendments, by reference;

3. The Municipality has legal authority to issue stop work orders as allowed under the Ordinance;

4. The Municipality has full authority to execute, deliver, and perform, or cause to be performed, this Agreement;

5. The individuals signing this Agreement and all other documents executed on behalf of the Municipality are duly authorized to sign same on behalf of and to bind the Municipality; and

6. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the

Municipality or any instrument to which the Municipality is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 15. Covenants, Representations, and Warranties of the District

The District covenants, represents, and warrants as follows:

1. The District has full authority to execute, deliver, and perform or cause to be performed this Agreement;

2. The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District; and

3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 16. Disclaimers

This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the Municipality.

Article 17. Waivers

Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 18. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Hinsdale, the parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed on the dates specified below.

VILLAGE OF HINSDALE

BY:_____
Thomas Cauley, Village President

DATED: _____

ATTEST:

_____
Christine Bruton, Village Clerk

DATED: _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

_____ _____
Chairman of the Committee on Stormwater Management Date

_____ _____
Executive Director Date

ATTEST:

_____
Clerk

_____
Date

APPROVED AS TO ENGINEERING, OPERATIONS, AND TECHNICAL MATTERS:

_____ _____
Engineer of Stormwater Management Date

_____ _____
Assistant Director of Engineering Date

_____ _____
Director of Engineering Date

_____ _____
Director of Maintenance and Operations Date

_____ _____
Director of Monitoring and Research Date

APPROVED AS TO FORM AND LEGALITY:

_____ _____
Head Assistant Attorney Date

_____ _____
General Counsel Date

May 19, 2015

9h

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Consent - ZPS	ORIGINATING DEPARTMENT Police Department
ITEM: Recommendation of New Village Prosecutor	**APPROVED** Chief Bradley Bloom BJB

The Village recently received notice that its Prosecutor, Linda Pieczynski, who has served as Village Prosecutor since 1985, will be retiring effective June 1, 2015. Ms. Pieczynski has been a valuable resource to the Village for the past 30 years and is widely regarded by her peers as an expert in property management issues and local ordinance prosecution.

In looking forward and identifying a new prosecutor for the Village, one of the foremost concerns is that in addition to having experience in local prosecution, the manner in which prosecutions are dispensed with must be fair and consistent.

It is also important that the Village Prosecutor and/or their firm not be involved in any private criminal defense work that may result in a potential conflict of interest. There also must be substantial depth to provide sufficient support and resources to manage complex legal matters that arise from time to time. This is especially true if the Prosecutor is a sole proprietor.

Lastly, in identifying a new Village Prosecutor, this individual or firm should have the experience and ability to evaluate complex cases, especially in the area of property management and building code violations. This includes the ability to think strategically in assessing potential liability to the Village, risk management, and recommendations for changes to the Code. The Prosecutor must also have the ability to formulate a multi-pronged approach that may include pursuing civil remedies outside the field court venue (where traffic and citations are handled) to state Court in Wheaton, should the matter require this type of approach, along with the proven ability to provide strategic options and recommendations to staff and the Village Board necessary to achieve an optimal outcome.

The Village received proposals from two entities – Tressler LLP and Christine Charkewycz. An interview panel consisting of the Director of Community Development Robb McGinnis, the Village Manager and myself conducted interviews with both candidates. Due to this being a professional service, bidding is not required for this service. Staff used the above criteria to determine which of the two entities best met the needs of the Village.

After careful consideration, staff is recommending that the Village engage the services of Tressler LLP to serve as Village Prosecutor. Tressler is a 100-member firm with a 16-member government law group. Tressler will have attorneys Michael Zimmerman and David Freeman oversee field court prosecutions, which will be directly handled by associate attorney Shannon Dunne. Ms. Dunne is currently the Village Prosecutor for the City of Countryside. Tressler brings a strong background in municipal law and prosecutions and meets or exceeds the criteria mentioned above.

Tressler has proposed providing local prosecution services for a flat rate of $1,500 dollars per month (or $18,000 annually). While this amount is under the Village Manager's authority, this item is being brought before the Board for approval due to the potential for fees to exceed $20,000. The flat rate would cover four (4) field court appearances per month and includes phone consultation for matters pertaining to field court prosecutions. Comparatively, our current agreement with Ms. Pieczinski is based on an hourly rate of $140 per hour and $185 per court appearance. Over the last seven years, the Village has incurred legal expenses for prosecutions that range from a high of $19,000 in 2009 to a low of $10,000 in 2014. Actual expenses for the five-year period were: 2008-$16K, 2009-$19K, 2010-$16K, 2011-$17K, 2012-$17K, 2013-$17K and 2014-$10K.

Ms. Pieczinski's retirement has caused other municipalities to identify new prosecutors as well. A neighboring municipality received price quotes that range from $155 per hour (including travel time and all expenses) to $55,000 annually. The rate quoted of $175 per hour for the associate attorney and $245 for the Partner is competitive with the market. Moreover, staff believes that if hourly expenses are incurred from Tressler there would be offsetting saving from Klein, Thorpe, and Jenkins since they handle all legal matters other than local prosecution and personnel related issues.

The Village performed reference checks with the city of Countryside, the city of Addison and the Village of Wilmette all of whom provided positive feedback. Staff is working to formulate a transition plan with Tressler LLP to acclimate them to the Village of Hinsdale and any outstanding issues.

Attached please find Tressler's proposal, as well as bios on the attorneys that will be assigned to the Village.

MOTION: **To recommend that the Village Board appoint Tressler LLP as Village Prosecutor and to direct the Village Manager to enter into an agreement with Tressler LLP to provide legal services.**

Approval	Approval	Approval	Approval	Manager's Approval

BOARD ACTION: At the May 5, 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 May 19, 2015

Legal Services Agreement

1. Tressler, LLP ("TRESSLER") is hereby engaged to perform the services of village prosecutor of local ordinance violations for the Village of Hinsdale ("Village") as may be set forth in the Hinsdale Village Code and as outlined or limited by this agreement. At all times, TRESSLER shall conduct itself in accord with applicable law and in accord with the Rules of Professional Conduct of the Illinois Supreme Court ("RPC").

2. Term. This agreement shall commence June 1, 2015 and shall continue until canceled. The parties may by mutual agreement modify, extend or cancel this agreement at any time.

3. Principal Counsel. Michael Zimmermann shall be the principal attorney assigned by TRESSLER to serve Hinsdale. Zimmermann shall manage the staff and resources of TRESSLER to perform all functions attendant to this Agreement. As of the date of this agreement, Tressler intends to assign Zimmermann, Shannon Dunne and David Freeman as members of the firm's client service team to serve the Village.

4. TRESSLER may perform such other functions as agreed between the parties from time to time.

5. Fees. The Village shall pay a monthly flat fee ("Retainer") in the amount of $1,500. The Retainer shall be billed by TRESSLER in arrears in the month following the month in which services are rendered and shall be deemed a flat fee for the following monthly scope of services:

   a. Up to four court appearances per month at the Hinsdale local call in the Downers Grove Field court ("Local Call") to prosecute local traffic and ordinance violation citations;

   b. All telephone and email consultation related to local prosecutions which are placed on or contemplated for the Local Call;

6. Services not included in Retainer. Any matter not specified above shall not be included in the Retainer including, but not limited to:

   a. DUI and criminal prosecutions;

   b. Jury trials;

   c. Long form complaints;

   d. Meetings;

   e. Any matter initiated in the main courthouse in Wheaton or transferred to the main courthouse for prosecution.

7. Certain Hourly Rates. Matters outside the Retainer but related to prosecution services shall be billed at the following rates: $240 per hour for partners, $175 per hour for associates and $110 per hour for paralegals and law clerks.

8. Expenses and Billing. TRESSLER'S out-of-pocket expenses are not included in its fees and will be itemized separately on invoices and billed on a pass-through basis without mark-up. There is no charge for faxes or mileage on personal autos for travel in and around the Chicago Metropolitan area. Payment is due within 30 days of receipt of an invoice.

9. Indemnification. The Village shall defend, indemnify and hold TRESSLER harmless from any and all claims brought by third parties against TRESSLER , its principals and its employees for acts or omissions arising out of the Village's activities in the prosecution and enforcement of its ordinances or laws. Claims for willful and wanton conduct, intentional torts, or criminal activity based on the conduct of TRESSLER attorneys shall not be included in this section. This section shall not apply to any claims by the Village against TRESSLER.

10. Professional Liability Insurance. Tressler represents to Village that as of the date of this Agreement it carries Lawyers Professional Liability Insurance with the primary limit of $10,000,000.

11. Notices. Notices under this agreement shall be sent by fax or U.S. Mail as follows:

If to Village:

Ms. Kathleen Gargano
Village Manager
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521

If to TRESSLER:

Michael F. Zimmermann
Partner
TRESSLER, LLP
233 S. Wacker Dr, 22nd Floor
Chicago, IL 60606
Fax 312-627-1717

11. Relationship of the Parties. TRESSLER shall act as an independent contractor in providing and performing all services. Nothing in or done pursuant to this Agreement shall be construed to create the relationship of employer and employee.

12. Conflict of Interest. TRESSLER represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of TRESSLER or this Agreement; (2) as of the date of this Agreement neither TRESSLER nor any person employed by TRESSLER has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) there is no conflict of interest as contemplated by RPC 1.7, 1.8, or 1.9.

13. No Collusion. TRESSLER represents and certifies that (1) TRESSLER is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless TRESSLER is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq., 65 ILCS 5/11-42.1-1 et seq.; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq.

14. Sexual Harassment Policy. TRESSLER certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

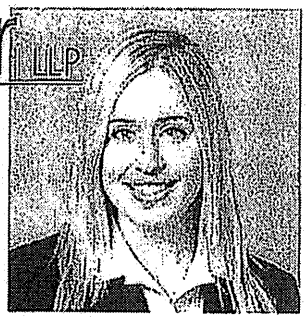
15. Termination. Notwithstanding any other provision hereof, the either party may terminate this Agreement at any time upon 7 days prior written notice (the "Termination Notice") to the other. In the event that this Agreement is so terminated, TRESSLER shall be paid for services performed and expenses incurred as of the effective date of termination.

16. Non-Discrimination. In all hiring or employment by TRESSLER pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. TRESSLER agrees that no person shall be denied, or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement.

17. Effective Date. Once signed by both parties, this agreement shall be binding on the parties and effective as of June 1, 2015, irrespective of the date executed by both parties.

TRESSLER, LLP	VILLAGE OF HINSDALE
By: _____	By: _____
Michael F. Zimmermann, Partner	Kathleen Gargano, Village Manager
Date: _____	Date: _____

Tressler LLP



PRACTICE AREAS

Toxic & Mass Tort Litigation
Products Liability Litigation
Commercial Litigation

EDUCATION

J.D., Loyola University Chicago School of Law
B.S., The George Washington University

BAR ADMISSIONS

Illinois, 2008

COURT ADMISSIONS

U.S. District Court (N.D. of IL)

Shannon M. Dunne

ASSOCIATE

Chicago
233 S. Wacker Drive
22nd Floor
Chicago, Illinois 60606
T 312.627.4138
F 312.627.1717
sdunne@tresslerllp.com

Shannon Dunne is an associate in our Chicago office who handles a wide variety of complex commercial and personal injury litigation with a focus on products liability and mass tort matters. She is a trial lawyer who is in state and federal Court every week and has successfully participated in numerous jury trials. Shannon is also very experienced with the mediation process and has successfully negotiated reasonable settlements in cases where liability and damages issues were strongly contested. She commands the respect of experienced trial lawyers throughout the city and state as well as the clients she has represented.

Shannon advises and works with her school district clients on a daily basis. In addition to providing constant updates in Illinois school law, she assists in preparing FOIA responses and maintaining legally current board policies. As a trial attorney, Shannon represents school districts in lawsuits filed in the state and federal courts.

Prior to joining the firm, Shannon worked for the Cook County State's Attorney Office. While with the State's Attorney's Office, Shannon participated in numerous trials in the Circuit Court of Cook County and submitted appellate briefs to the Illinois Appellate Court. In addition to her practice, Shannon serves on the Board of Directors for the Young Irish Fellowship of Chicago, a not-for-profit organization that is devoted to celebrating the Irish culture while supporting several Chicagoland charities.

MEMBERSHIPS & AFFILIATIONS

American Bar Association, *Member*
Illinois State Bar Association, *Member*
Chicago Bar Association, *Member*

PUBLICATIONS

Local Government Law Bulletin

NEWS

Nine Tressler LLP Attorneys Named to the Illinois Super Lawyers Rising Stars List
Tressler LLP Attorneys Participate in "Lawyers in the Classroom" With Chubb Group Employees
Firm Changes Name to Tressler LLP

More

COMMUNITY INVOLVEMENT

Young Irish Fellowship of Chicago, *Member of Board of Directors*
Special Children's Charities for the Special Olympics of Chicago, *Member of Associate Board*
Gift of Adoption, *Member of Junior Board*

Tressler LLP



PRACTICE AREAS

Condominium & Common Interest
Community Association Law
Labor and Employment
Finance & Taxation
Litigation
Real Estate, Development and Land Use/Zoning
Regulatory & Administrative Law
Student Matters
General Counsel Services to Governments
Park District Law

EDUCATION

J.D., Widener University School of Law, Delaware
B.A., Georgetown University

BAR ADMISSIONS

Illinois, 1988
Pennsylvania, 1983
New Jersey, 1983

David J. Freeman

PARTNER

Bolingbrook
305 West Briarcliff Rd.
Suite 201
Bolingbrook, Illinois 60440
T 630.343.5201
F 630.759.8504
dfreeman@tresslerllp.com

PRACTICE FOCUS

David focuses his practice on condominium law, municipal and local governmental law including cities, villages and park districts, land use and zoning, real estate and litigation.

MEMBERSHIPS & AFFILIATIONS

Illinois State Bar Association, *Member*
Chicago Bar Association, *Member*
DuPage County Bar Association, *Member*
Will County Bar Association, *Member*

PUBLICATIONS & PRESENTATIONS

David is a frequent lecturer on various municipal topics including the Open Meetings Act and the Freedom of Information Act.

PUBLICATIONS

Condominium & Common Interest Community Association Law
Condominium & Common Interest Community Association Law Alert
Condominium & Common Interest Community Association Law (September 2014)

More

NEWS

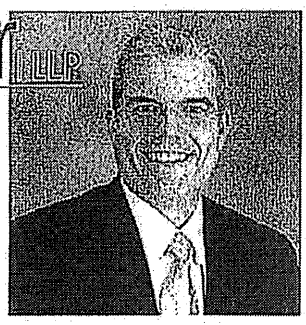
Tressler's Condo Law Practice Launches New Blog
Thirty-Two Tressler Attorneys Named Illinois Leading Lawyers by the Leading Lawyers Network
Tressler LLP Nominated for the Prestigious 2012 Best of Bolingbrook Businesses Award

More

PRESENTATIONS & EVENTS

Ethical Dilemmas
Illinois Municipal Prosecutors' Seminar
Governing With Confidence 2013

Tressler LLP



PRACTICE AREAS

Employment
Commercial Litigation
Finance & Taxation
Litigation
General Counsel Services to Governments
Real Estate, Development and Land Use/Zoning
Regulatory & Administrative Law

EDUCATION

J.D., DePaul University College of Law
B.A., Marquette University

BAR ADMISSIONS

Illinois

COURT ADMISSIONS

United States Supreme Court
U.S. Court of Appeals 7th Circuit
U.S. District Court (N.D. of IL)

Michael F. Zimmermann

PARTNER

Chicago
233 S. Wacker Drive
22nd Floor
Chicago, Illinois 60606
T 312.627.4020
F 312.627.1717
mzimmermann@tresslerllp.com

PRACTICE FOCUS

Michael F. Zimmermann concentrates his practice in government law, human resources and commercial litigation. For more than 20 years, he has served as general counsel to Chicago-area municipalities and their leaders, representing them in day-to-day legal issues and as municipal prosecutor. Mike is chair of Tressler's local government law group.

In addition, Mike represents a variety of businesses and individuals in commercial litigation evolving from disputes related to business transactions; land development; commercial real estate and related contract, liability and administrative licensing; as well as regulatory matters. He also represents both private and public clients in the creation and operation of projects designed to spur economic development.

With respect to his local government law practice, Mike advises elected officials and administrative staff on general business matters, development, personnel, Tax Increment Finance (TIF) Districts and other tax incentives, code enforcement and public policy issues. He also defends and prosecutes a full range of matters that often involve unique local government concerns, including the following:

Zoning and development, land use and eminent domain
Personnel and employment discrimination claims
Civil rights issues
Administrative review law
Police department liability
Police and fire department disciplinary commission matters
Premises liability and personal injury, and
Local liquor licensure

Mike assists clients in a wide variety of employment matters. These include policy creation, investigations, discipline and defense of discrimination claims.

Mike brings to all of his clients a commitment to proactive, effective representation that reflects his familiarity with the requirements of sound public policy, good business judgment and reliable trial advocacy.

REPRESENTATIVE EXPERIENCE
A sampling of the cases and matters that Mike has handled include:

Bonert v. Schiller Park
Matters v. Miulli

In addition, he has argued before the Illinois Appellate Court and his work as defense counsel in *Leroy Bonert v. Village of Schiller Park* led to the Court's 2001 decision strengthening the Illinois Tort Immunity Act to the benefit of municipalities.

PROFESSIONAL BACKGROUND
Mike joined Tressler LLP in March 2012 when his then-current firm, Raysa & Zimmermann LLC, merged with Tressler.

In 2008 and 2009, he was named to the *Illinois Super Lawyers Rising Star*® list in the category of Government/Cities/Municipalities and Civil Litigation Defense.

MEMBERSHIPS & AFFILIATIONS
International Municipal Lawyers Association, *Member*
Illinois Municipal League, Home Rule Attorneys' Committee, *Member*
Illinois Institute for Local Government Law, *Member*
Chicago Bar Association, *Member*
Illinois State Bar Association, *Member*

PUBLICATIONS & PRESENTATIONS
Mike frequently speaks on the Freedom of Information Act and Open Meetings Act before such groups as the Illinois Government Finance Officers Association, Illinois City Manager's Association, Illinois Association of Municipal Management Assistants, Illinois Institute for Local Government Law and the Illinois Municipal League. He is often invited to speak before legal, business and governmental groups on such topics as eminent domain, code enforcement and real estate development issues.

His presentations have included:

"Recent Developments in FOIA/OMA (and the Local Records Act)," Illinois Institute for Local Governmental Law 20th Annual Conference, February 16, 2015
"American Hustle to the Hunger Games: Handling the Toughest Meeting Issues," IICLE Second Annual Local Government Law Institute, December 5, 2014
"Game of Phones: Public and Private Communications of Public Officials and Employees," IML Annual Conference Attorneys Session, Chicago, September 18, 2014
"Municipal Authority and Responsibility Concerning Concealed Carry and Medical Marijuana," IML Municipal Attorneys Seminar, Bloomington, Ill., April 11, 2014
"Interplay Between Disability/PSEBA/PEDA/Workers' Compensation Act" at IICLE's Inaugural Local Government Law Institute, December 13, 2013
"Concealed Carry, Medical Marijuana and a Legislative Briefing - A Primer for the Road Ahead," a professional development program, Illinois City/County Management Association, Schaumburg, Ill., November 21, 2013
"Is There a Drug Free Workplace in the New World of Medical Marijuana," Illinois Municipal League's 100th Annual Conference, Chicago, October 18, 2013
"Employee Discipline and Termination," NBI Inc.'s Human Resource Law: What You Need to Know Now Seminar, Oak Brook, Ill., September 23, 2013
"How To Be a Board Member," Tressler's Governing With Confidence Seminar, May 17, 2013
"Writing Privileged Advice Memoranda & Public Opinions," Illinois Municipal League Municipal Attorneys' Seminar, April 19, 2013
"FOIA and Open Meetings Act," Illinois Institute for Local Governmental Law 20th Annual Conference, February 18, 2013
"Discipline and Discharge – Necessary Documentation," National Business Institute's Human Resource Law from Start to Finish Seminar, December 5, 2012
"Property Tax 101," Illinois Municipal League's Attorneys Fall Seminar, October 18, 2012
"Sensitive Issues: Substance Abuse and Leaves of Absence," National Business Institute's Employment Laws Made Simple Seminar, September 12, 2012
"Analyze the Land Subdivision Process," National Business Institute's Land Use Law: Current Issues in Subdivision, Annexation and Zoning Seminar, Oak Brook, Ill., August 8, 2012
"The Top 5 Ethical Dilemmas That Municipal Practitioners are Likely to Face," Illinois Municipal League Professionalism Series, Springfield, Ill., June 22, 2012
"RLUIPA Update," Illinois Municipal League's 2012 Municipal Attorneys Seminar, Bloomington, Ill., April 13, 2012
"Sensitive Issues: Substance Abuse & Leaves of Absence," National Business Institute's Employment Laws Made Simple seminar, Oak Brook, Ill., December 1, 2011
"Municipal Liens: Procedures for Filing, Perfecting, and Collecting," Illinois Municipal League's 96th Annual Conference, Chicago, September 15, 2011
"Updates in Municipal Case Law & Legislation," Illinois Municipal League's 97th Annual Conference, Chicago, September 23, 2010
"Administration, Policy and Procedure for the Sunshine Laws Effective January 1, 2010," Institute for Continuing Legal Education online seminar, recorded May 2010
"Working with the Public Access Counselor ... Open Meetings Act... Freedom of Information Act," Illinois Institute for Continuing Legal Education online seminar, recorded May 2010
"The New FOIA and Open Meetings Act," Illinois Institute for Local Government Law 17th Annual Conference, Naperville, Ill., February 12, 2010
"Recent Decisions of Municipal Interest," Illinois Municipal League's 95th Annual Conference, Chicago, September 24, 2009
"Business Districts, TIFs & Economic Development," Illinois Institute for Local Government Law's 16th Annual Conference, Oak Brook, Ill., February 18, 2009
"Illinois Public Finance Law Institute," joint seminar presented by the Illinois Government Finance Officers Association and the Illinois Institute for Local Government Law, Naperville, Ill., December 3, 2008

Mike has authored multiple works on municipal law, including:
Chapter 15, Land Use Agreements in "Illinois Land Use Law, 2010 Edition," and supp. 2013, published by the

Illinois Institute for Continuing Legal Education
Chapter 16, Land Use Agreements in "Illinois Land Use Law, 2004 Edition," and supp. 2007, published by the Illinois Institute for Continuing Legal Education
"Eminent Domain Process in a Nutshell" on behalf of the IML Eminent Domain Task Force
"Significant Cases in Municipal Law," paper presented at Illinois Municipal League, Attorneys Session, 2009
"Significant Cases in Municipal Law," paper presented at Illinois Municipal League, Attorneys Session, 2010

PUBLICATIONS

BASSET Certification Required for All Cook County Alcohol Servers According to New Changes to Liquor Control Act

NEWS

Tressler LLP and Raysa & Zimmermann LLC Have Merged
Premier Local Government Law Firm Raysa & Zimmermann LLC Will Merge with Tressler LLP
Nine Tressler LLP Attorneys Named to the Illinois Super Lawyers Rising Stars List

PRESENTATIONS & EVENTS

Recent Developments in FOIA/Open Meetings Act
Second Annual Local Government Law Institute
Game of Phones: Private and Public Communications

More

COMMUNITY INVOLVEMENT

He is member of the Glenview Education Foundation, a non-profit, volunteer-driven fundraising organization for School District 34 in Glenview, Ill. He is also a member of the Capital Campaign Committee at St. Catherine Laboure Church, and coaches for a Glenview Youth Baseball team.

10a

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: May 14, 2015

Re: Applicant: David Weekley Homes
Request: Site Plan and Plat of Subdivision Approval at 950 and 954 Madison Street

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. The application was reviewed at the April 8th Plan Commission (PC) meeting and First Reading at the April 21st Board of Trustees (Board) meeting.

The proposed plat of subdivision was approved by the PC by a 7-2 vote on April 8th. However, the application was remanded back to the PC by the Board to satisfy the site plan review requirement set forth in section 11-604(C)(3) (Attachment 1). Per Section 11-604(C)(3), a site plan review is necessary for multi-lot developments exceeding 30,000 square feet. The proposed subdivision project area is 45,678 square feet.

At the April 21st Board meeting, President Cauley acknowledged a site plan application is necessary despite the essential information already submitted by the applicant. Therefore, the Board remanded the subdivision application (Attachment 2) back to the PC to discuss, amend and subsequently approve the Findings and Recommendations.

Request and Analysis

The proposed site plan and subdivision plan 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 at 950 and 954 S. Madison Street. 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, has served as a parking lot for the restaurant (Attachment 3).

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- *contingent* 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 has moved concurrently with the proposed subdivision application and its Ordinance (0215-15) was approved through Second Reading at the May 5th Board meeting. (Attachment 4). The applicant, at the May 13th PC meeting, stated the sales process for the alley is currently underway.

The total proposed subdivision project area is 45,678 square feet. The attached Hinsdale Zoning map illustrates the surrounding zoning districts and subject property location (Attachment 5). To that end, the surrounding zoning and land use is residential (Attachment 6). 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 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 (May 13, 2015)

At the May 13, 2015 PC meeting, Chairman Byrnes explained the Board of Trustees (BOT) decision on April 21, 2015, to remand the subdivision application for Site Plan review by the PC. Chairman Byrnes also reviewed the BOT response to the concerns by the PC at its April 8th meeting; for example, information regarding the sidewalk, fence and alley vacation/sale.

Following a motion to recommend approval of the site plan for the proposed plat of subdivision plan, the PC, on a vote of seven (7) "Ayes," zero (0) "Nayes," and two (2) "Absent," recommends that the President and Board of Trustees approve the site plan of the proposed plat of subdivision for 950 and 954 Madison Street – David Weekley Homes.

Following a motion to approve the draft Findings and Recommendations, as amended (Attachment 7), to reflect the site plan review standards have been completed for the proposed plat of subdivision at 950 and 954 Madison Street, the PC, on a vote of seven (7) "Ayes," zero (0) "Nayes," and two (2)

"Absent,"; and recommends that the President and Board of Trustees approve the site plan and proposed plat of subdivision for 950 and 954 Madison Street – David Weekley Homes.

Board of Trustees Action

At the April 21st Board meeting, Mr. Kevin Seay from Weekley Homes addressed the concerns referenced from the April 8th draft PC Findings and Recommendations, and questions by the Board. President Cauley explained that the final plat was approved by the PC by a 7-2 vote on April 8th. However, he acknowledged a site plan application is still necessary despite the essential information already submitted by the applicant. Thus, the Board remanded the subdivision application back to the PC to discuss, amend and subsequently approve the Findings and Recommendations.

As referenced in the "Planning Commission Action" above, the PC reviewed and approved the site plan for the proposed subdivision plan. Subsequently, the PC approved the draft Findings and Recommendations, as amended, to reflect the site plan review standards have been completed for the proposed plat of subdivision at 950 and 954 Madison Street; and recommends that the President and Board of Trustees approve the site plan and proposed plat of subdivision.

Motion

Move that the Board of Trustees approve "An Ordinance Approving a Site Plan and Approving and Accepting a Plat of Subdivision to Resubdivide the Properties Commonly Known as 950-954 S. Madison Street" (Attachment 8)

Attachments

Attachment 1 – Site Plan Review Application
Attachment 2 – Village of Hinsdale Subdivision Application
Attachment 3 – North Street View from 55th Street
Attachment 4 – Ordinance Authorizing the Alley Vacation Adjoining 950 and 954 S. Madison Street
Attachment 5 - Village of Hinsdale Zoning Map and Project Location
Attachment 6 – Neighborhood Satellite View
Attachment 7 – Approved Findings and Recommendations
Attachment 8 – Ordinance

VILLAGE OF HINSDALE

COMMUNITY DEVELOPMENT DEPARTMENT

EXTERIOR APPEARANCE AND SITE PLAN REVIEW CRITERIA

Address of proposed request: 950 South Madison Street, Hinsdale, IL

REVIEW CRITERIA

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

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

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

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

   Four single family lots are proposed. No open space is provided or required.

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

   The proposed materials are comparable to those on other near-by single family homes on Madison and Thurlow.

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

   The single family homes will be of a design and quality that complements the character of the neighborhood.

Attachment 1

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.

   These are 4 single-family lots. A Tree Preservation Plan, and a Landscape Plan with proposed foundation plantings is attached hereto.

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

   The proposed height of the single-family homes complies with Hinsdale's residential code.

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.

   N/A - 4 residential lots.

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.

   N/A - 4 residential lots.

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.

   N/A - 4 residential lots.

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

   N/A - 4 residential lots.

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

    N/A - 4 residential lots.

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.

    N/A - 4 residential lots.

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

N/A - 4 residential lots.

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.

N/A - 4 residential lots.

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.

N/A - 4 residential lots.

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.

N/A - 4 residential lots.

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.

N/A - 4 residential lots.

REVIEW CRITERIA – Site Plan Review

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

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

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

   We are proposing 4 code-compliant single-family lots.

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

   None.

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.

   Our proposal brings a non-conforming use on the property into compliance with the R4 code.

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

   Our proposal is in keeping with the neighborhood.

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.

   We are proposing 4 single-family lots that meet Hinsdale's parking requirements, and other ordinaces.

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

   We are proposing landscaping and screening that goes beyond Hinsdale's ordinances.

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

   Our proposal is compatible with the neighborhood.

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.

   Our proposal meets all requirements for the R4 residential district.

9. The proposed site plan creates unreasonable drainage or erosion problems or fails to fully and satisfactorily integrate the site into the overall existing and planned ordinance system serving the community.

   We are reducing the impervious coverage, and improving the stormwater control for the property.

10. The proposed site plan places unwarranted or unreasonable burdens on specified utility systems serving the site or area or fails to fully and satisfactorily integrate the site's utilities into the overall existing and planned utility system serving the Village.

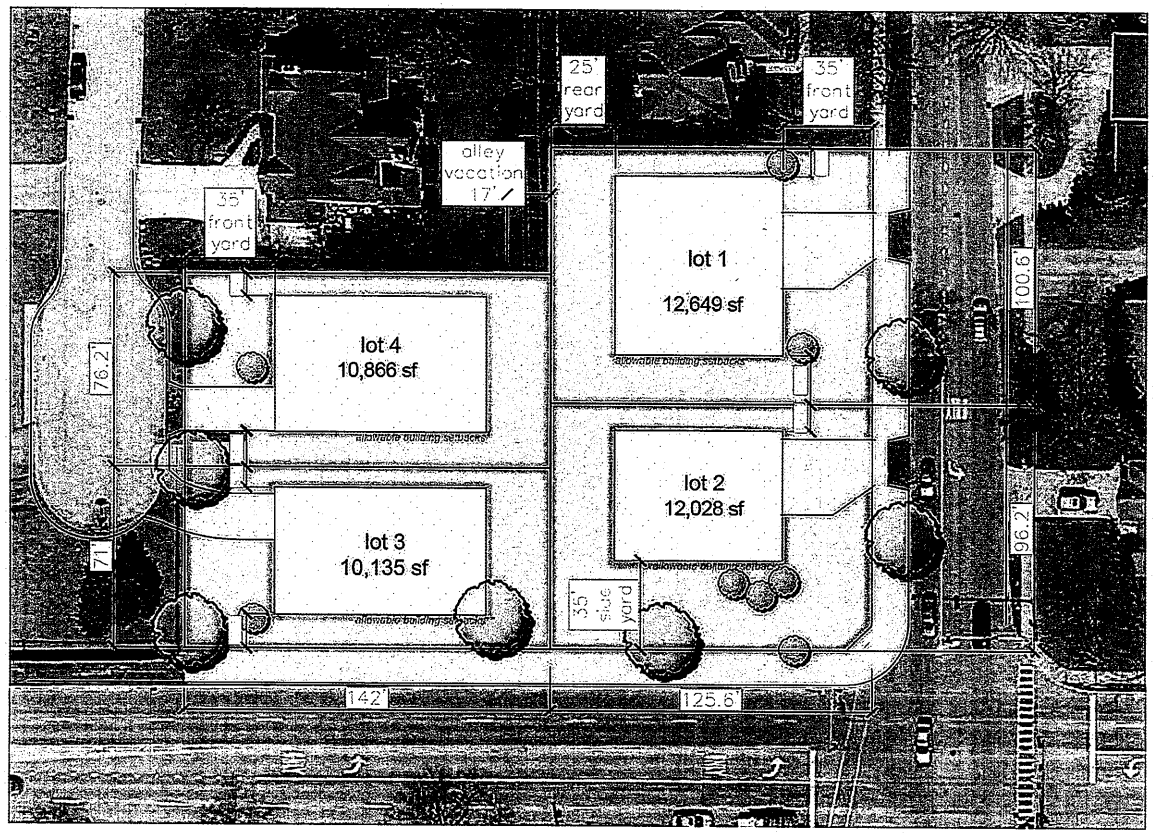
    The proposed utility improvements meet all requirements including, but not limited to, those of Hinsdale, Flagg Creek and DuPage County DOT.

11. The proposed site plan does not provide for required public uses designated on the Official Map.

    There are no public uses designated for the property on the Official Map.

12. The proposed site plan otherwise adversely affects the public health, safety, or general welfare.

    We are proposing 4 fully-conforming R4 residential lots.



Attachment 1

North

0 30 60 80 160

David Weekley Homes

4 Lot R-4 Site Plan
Madison and 55th Street
Hinsdale, IL

May 2015

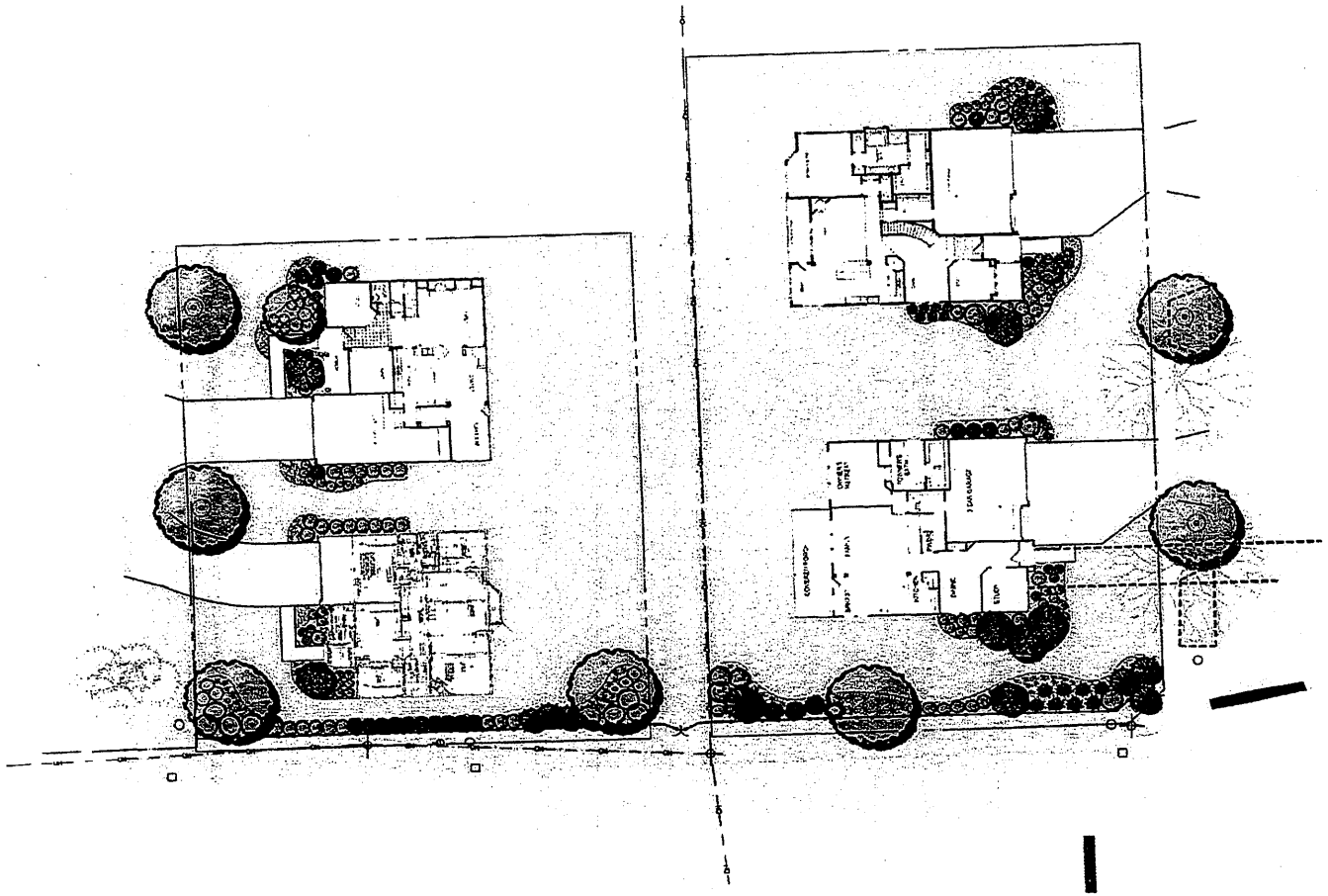
BSB DESIGN

Address of Property: 950 S. Madison

The Following table is based on the **R-4** Zoning District

	Minimum Code Requirements		Proposed/Existing Development			
			Lot 1	**Lot 2**	**Lot 3**	**Lot 4**
Minimum Lot Area	10,000 sf		12,649	12,028	10,135	10,866
Minimum Lot Depth	125'		125.6'	125.6'	142.8'	142.8'
Minimum Lot Width	70' interior/80' corner		100.6	96.2'	71.0'	76.2'
Building Height	Measured ave mid-point		TBD	TBD	TBD	TBD
Number of Stories	3		2	2	2	2
Front Yard Setback	35'		35'	35'	35'	35'
Corner Side Yard Setback	35'		n/a	35'	n/a	n/a
Interior Side Yard Setback	8'*		11.1'/19.2	10.6'/35'	8.1'/13.3'	8.6'/14.3'
Rear Yard Setback	25'		26'	35'	56'	58'
Maximum Floor Area Ratio	.24 + 1,200	*allowed*	4,236	4,086	3,632	3,808
		proposed	3,854	3,022	3,315	3,252
Max. Building Coverage	25%	*allowed*	3,163	3,006	2,534	2,716
		proposed	25.0%	22.3%	24.5%	25.0%
Max. Lot Coverage	50%		35%	30%	33%	32%

Attachment 1



NORTH

LANDSCAPE PLAN - EXHIBIT

SCALE: 1" = 15'-0"

dickson design
STUDIO

526 SKYLINE DRIVE
ALGONQUIN IL 60102
847 878 4019

DAVID WEEKLEY HOMES

4-LOT SUBDIVISION

66TH STREET - HINSDALE, IL

FINAL LANDSCAPE PLAN - EXHIBIT

APRIL 8, 2015

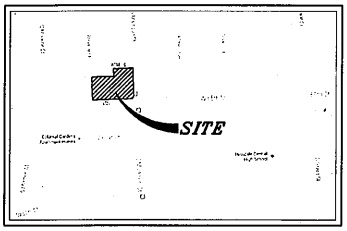
Attachment 1

May 7, 2015 - 17:06 Dwg Name: P:\Drafting\01\dwg\Surv\Final Drawings\Plat of Subdivision\DWH1PLAT-TP and PS.dwg Updated By: dboone

TENTATIVE PLAT / FINAL PLAT OF SUBDIVISION
OF
WEEKLEY SUBDIVISION

BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN, DUPAGE COUNTY ILLINOIS.

CURRENT P.I.N.:
09-11-431-008
09-11-431-009
09-11-431-010
09-11-431-011
09-11-431-012
09-11-431-013
09-11-431-036
09-11-431-037



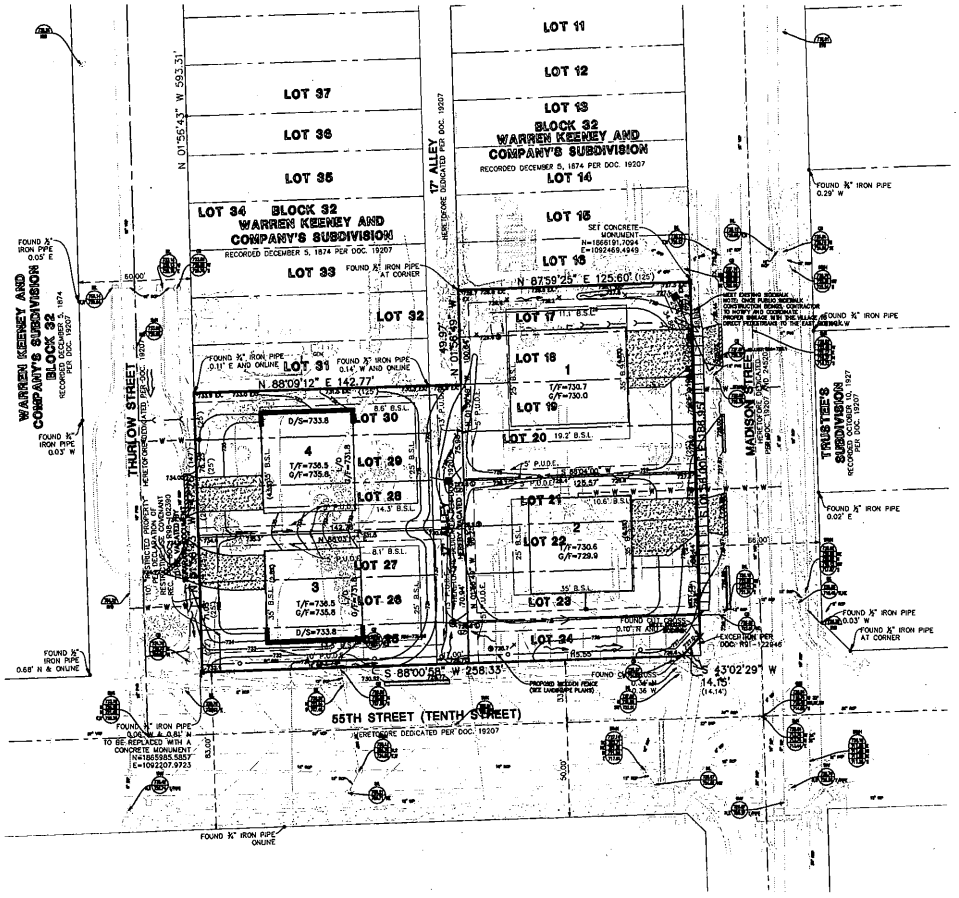
LOCATION MAP
(NOT TO SCALE)

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

BASIS OF BEARINGS
BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL TIME KINEMATIC (RTK) GPS METHODS

SURVEY PREPARED FOR
DAVID WEEKLEY HOMES
1930 N. THOREAU DRIVE, SUITE 160
SCHAUMBURG, ILLINOIS 60173

LEGEND
- = EXISTING BOUNDARY LINE
- = EXISTING EASEMENT LINE
- = EXISTING LOT LINE
- = PROPOSED EASEMENT LINE
- = EX. CONCRETE CURB & GUTTER
- = EX. DEPRESSED CURB
- = EX. SIDEWALK
- = EX. EDGE OF PAVEMENT
- = EX. TREE/BRUSH LINE
- (0.00) = RECORD DIMENSION
- 0.00 = LOT DIMENSION
- B.S.L. = BUILDING SETBACK LINE
- P.U.D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
- = EX. DECIDUOUS TREE WITH TRUNK DIAMETER IN INCHES
- = EX. CONIFEROUS TREE WITH HEIGHT IN FEET
- = EX. BUSHES
- 736.00 / 734.00 = EX. RIM ELEVATION / EX. INVERT ELEVATION
- = FOUND IRON PIPE OR ROD
- = FOUND CONCRETE MONUMENT
- = FOUND CUT CROSS
- = EX. 1 FOOT CONTOURS
- = EX. SPOT ELEVATION
- = EX. SIGN
- = EX. MAILBOX
- = EX. WOOD FENCE
- = SET CONCRETE MONUMENT
- = EX. GAS METER
- = EX. GAS MARKER JULIE
- = EX. STORM LINE
- = EX. SANITARY LINE
- = EX. WATERMAIN LINE
- = EX. UNDERGROUND GAS
- = EX. UNDERGROUND ELECTRICAL
- = EX. OVERHEAD WIRES
- = EX. TRAFFIC SIGNAL
- = EX. TRAFFIC SIGNAL WITH ARM
- = EX. TRAFFIC SIGNAL MANHOLE
- = EX. TRAFFIC SIGNAL DOUBLE MANHOLE
- = EX. ELECTRIC METER
- = EX. JULIE ELECTRIC MARKER
- = EX. UTILITY POLE
- = EX. GUY WIRE
- = EX. AIR CONDITIONING UNIT
- = EX. FIRE HYDRANT/AUX. VALVE
- = EX. VALVE BOX
- = EX. VALVE VAULT (V.V.)
- = EX. BUFFALO BOX
- = EX. AUXILIARY VALVE
- = EX. SANITARY MANHOLE (SM-I)
- = EX. STORM MANHOLE (MH)
- = EX. STORM CATCH BASIN (CB)
- = EX. STORM INLET (INL)
- = EX. ASPHALT
- = EX. CONCRETE
- = EX. CONCRETE, BLOCK OR WOOD RETAINING WALL/PLANTER
- T/F = TOP OF FOUNDATION
- F/F = FINISHED FLOOR
- G/F = GARAGE FLOOR
- = PROPOSED OVERFLOW RELIEF SWALE
- = PROPOSED DITCH OR SWALE



SEND TAX BILL TO:
DAVID WEEKLEY HOMES
1930 N. THOREAU DRIVE, SUITE 160
SCHAUMBURG, ILLINOIS 60173

BULK RESTRICTIONS
A. MAXIMUM HEIGHT
1. PRINCIPAL STRUCTURES: (b) 3 STORIES
2. ACCESSORY STRUCTURES: 15 FEET
B. MAXIMUM ELEVATION
1. PRINCIPAL STRUCTURES: (a) SMALLEST SIDE YARD PROVIDED OF 14' OR LESS: 35.5' PLUS 0.75' FOR EVERY FOOT OF SIDE YARD PROVIDED IN EXCESS OF 8' AND NOT MORE THAN 14', BUT NOT TO EXCEED 40'
C. Minimum lot area and dimensions:
1. TOTAL LOT AREA = 10,000 S.F.
2. LOT AREA PER UNIT 10,000 S.F.
3. LOT WIDTH:
a. INTERIOR LOT: 70 FEET
b. CORNER LOT: 80 FEET
4. LOT DEPTH:125 FEET
D. MINIMUM YARDS:
1. FRONT: 35 FEET
2. MINIMUM SIDE YARDS:
a. CORNER LOT:
* CORNER SIDE: 35 FEET
* INTERIOR SIDE: 8 FEET
b. INTERIOR LOT:
* MINIMUM PER YARD: 8 FEET
3. REAR:
a. CORNER LOT: 25 FEET
b. INTERIOR LOT: 25 FEET
E. MAXIMUM FLOOR AREA RATIO:
1.
2. LOTS WITH A TOTAL LOT AREA EQUAL TO OR GREATER THAN 10,000 SQUARE FEET BUT NOT GREATER THAN 20,000 SQUARE FEET: 0.24 PLUS 1,200 SQUARE FEET
F. MAXIMUM BUILDING COVERAGE:
1. MAXIMUM COMBINED TOTAL PRINCIPAL AND ACCESSORY USES: 25%
2. MAXIMUM TOTAL ACCESSORY USES: 10%
G. MAXIMUM LOT COVERAGE, AS DEFINED IN SECTION 12-206 OF THIS CODE: 50%
H. MINIMUM SPACING BETWEEN PRINCIPAL AND ACCESSORY STRUCTURES: 10'

SURVEYED AREA
LOT 1:	12,648 SQUARE FEET	(0.290 ACRES ±)
LOT 2:	12,028 SQUARE FEET	(0.276 ACRES ±)
LOT 3:	10,135 SQUARE FEET	(0.233 ACRES ±)
LOT 4:	10,566 SQUARE FEET	(0.249 ACRES ±)
TOTAL:	45,879 SQUARE FEET	(1.048 ACRES ±)

CURRENT ZONING
R-4 - SINGLE FAMILY RESIDENTIAL

GENERAL NOTES
1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
3. THERE MAY BE ADDITIONAL TERMS, POWERS, PROVISIONS AND LIMITATIONS CONTAINED IN AN ABSTRACT DEED, LOCAL ORDINANCES, DEEDS, TRUSTS, COVENANTS OR OTHER INSTRUMENTS OF RECORD.
4. COMPARE ALL POINTS BEFORE BUILDING BY SAME AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.
5. ⊡ DENOTES CONCRETE MONUMENTS TO BE SET.
6. IN ACCORDANCE WITH CHAPTER 765 ILCS SECTION 205/1 5/8" X 24" LONG IRON RODS WILL BE SET AT ALL PROPERTY CORNERS AND POINTS OF GEOMETRIC CHANGE.
7. THERE IS NO VEHICULAR ACCESS PERMITTED ONTO 55TH STREET FROM LOTS 2 AND 3

SHEET INDEX

SHEET 1 OF 2	BOUNDARY, EASEMENT, LOT DETAIL AND SETBACK INFORMATION.
SHEET 2 OF 2	LEGAL DESCRIPTION, PROVISION LANGUAGE AND CERTIFICATES.

© 2015 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

SHEET 1 OF 2
DWH1.HDR.01

PROJ MGR:	SJP
PROJ ASSOC:	CNB
DRAWN BY:	CNB
DATE:	04-07-15
SCALE:	1"=30'

WEEKLEY SUBDIVISION
VILLAGE OF HINSDALE, ILLINOIS
TENTATIVE PLAT / FINAL PLAT OF SUBDIVISION

Manhard CONSULTING
700 Springer Drive, Lombard, IL 60148 ph:630.881.6200 fx:630.881.6888 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE	REVISIONS	DRAWN BY
05-07-15	REVISED PER VILLAGE REVIEW	CNB
04-07-15	REVISED PER VILLAGE REVIEW	CNB

Attachment 1

TENTATIVE PLAT / FINAL PLAT OF SUBDIVISION
OF
WEEKLEY SUBDIVISION

BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN, DUPAGE COUNTY ILLINOIS.

CURRENT P.I.N.:
09-11-431-008
09-11-431-009
09-11-431-010
09-11-431-011
09-11-431-012
09-11-431-013
09-11-431-036
09-11-431-037

OWNER'S CONSENT

STATE OF _____)
)SS
COUNTY OF _____)

THE UNDERSIGNED, _____ HEREBY CERTIFIES THAT HE/SHE/THEY/IT IS THE HOLDER OF THE LEGAL TITLE OF ALL OF THE PROPERTY DESCRIBED HEREON AND THAT IT HAS CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS

SHOWN ON THE PLAT HEREON DRAWN. THIS IS TO ALSO CERTIFY THAT_____

AS OWNER OF THE PROPERTY DESCRIBED AS WEEKELY SUBDIVISION AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF OUR KNOWLEDGE THE SCHOOL DISTRICT IN WHICH EACH OF THE FOLLOWING LOTS LIE.

LOT NUMBER(S)	SCHOOL DISTRICT
ALL	GRADE SCHOOL DISTRICT NO. 181 HIGH SCHOOL DISTRICT NO. 86 JUNIOR COLLEGE DISTRICT NO. 502

DATED THIS ____ DAY OF _____, A.D., 2015.

BY: _____

BY: _____

NOTARY PUBLIC

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT

_____ AND _____

OF _____ WHO IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS ____ DAY OF _____, A.D., 2015.

_____
NOTARY PUBLIC

BOARD OF TRUSTEES

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE COUNTY, ILLINOIS AT A MEETING HELD THIS _____DAY OF _____, A.D. 2015.

BY: _____
PRESIDENT OF THE BOARD OF TRUSTEES

ATTEST: _____
VILLAGE CLERK

VILLAGE ENGINEER

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF HINSDALE, ILLINOIS, ON THIS

____ DAY OF _____, A.D. ,2015.

_____
VILLAGE ENGINEER

VILLAGE PLANNING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, THE UNDERSIGNED, AS CHAIRMAN OF THE PLANNING COMMISSION OF THE VILLAGE OF HINSDALE, COOK AND DUPAGE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THIS DOCUMENT HAS BEEN APPROVED BY SAID PLANNING COMMISSION THIS ___DAY OF_____ A.D., 20___.

PLANNING COMMISSION, VILLAGE OF HINSDALE

_____
CHAIRMAN

_____
PLEASE TYPE/PRINT NAME

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

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

VACATION OF PART OF 17' ALLEY APPROVED AND ACCEPTED

AUTHORITIES ON SIGNING THIS DOCUMENT HEREBY RELEASE AND CONSENT TO THE RELEASE, VACATION AND ABROGATION OF PART OF A 17 FOOT ALLEY, AS DEDICATED PER DOCUMENT NUMBER 19207 AND AS SHOWN HEREON:

ACCEPTED: _____ DATE: _____
AT&T (SBC, AMERITECH)

_____
PRINTED NAME AND TITLE

ACCEPTED: _____ DATE: _____
COMMONWEALTH EDISON COMPANY

_____
PRINTED NAME AND TITLE

ACCEPTED: _____ DATE: _____
NORTHERN ILLINOIS GAS COMPANY

_____
PRINTED NAME AND TITLE

ACCEPTED: _____ DATE: _____
COMCAST CABLE COMPANY

_____
PRINTED NAME AND TITLE

ACCEPTED: _____ DATE: _____
VILLAGE OF HINSDALE

_____
PRINTED NAME AND TITLE

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, _____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, NO UNPAID CURRENT GENERAL TAXES AND NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, THIS

____ DAY OF _____, A.D., 2015.

_____
COUNTY CLERK

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS ON THE _____ DAY OF _____, A.D., 2015, AT _____ O'CLOCK ___M.

_____
RECORDER

SURFACE WATER STATEMENT

STATE OF ILLINOIS)
) S.S.
COUNTY OF DuPAGE)

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

DATED THIS ___ DAY OF _____, 2015.

_____
(ENTER ENGINEERS NAME HERE)
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
ILLINOIS REGISTRATION NUMBER 062-_____

LICENSE EXPIRES NOVEMBER 30, 2015

OWNER: _____ ATTORNEY: _____

PERMISSION TO RECORD

STATE OF ILLINOIS)
) S.S.
COUNTY OF DuPAGE)

I, SAMUEL J. PHILIPPE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO A REPRESENTATIVE OF _____ TO RECORD THIS PLAT. THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

DATED THIS ___ DAY OF _____, A.D. 2015.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003699
LICENSE EXPIRES NOVEMBER 30, 2016

SAMUEL J. PHILIPPE 3699 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS LOMBARD, ILLINOIS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF DuPAGE)

THIS IS TO CERTIFY THAT I, SAMUEL J. PHILIPPE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29 AND 30 IN BLOCK 32 IN WARREN KEENEY AND COMPANY'S SUBDIVISION, BEING A RESUBDIVISION OF BLOCKS 26, 27, 30, 31 AND 32 IN STOUGH'S SECOND ADDITION TO HINSDALE, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 1874, AS DOCUMENT 19207, IN DUPAGE COUNTY, ILLINOIS.

AND

LOT 24 (EXCEPT THAT PART THEREOF CONVEYED BY INSTRUMENT RECORDED SEPTEMBER 19, 1991 AS DOCUMENT R91-122948, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 24, THENCE RUNNING WEST ALONG THE SOUTH LINE OF SAID LOT 24, A DISTANCE OF 10 FEET, THENCE NORTHEASTERLY A DISTANCE OF 14.14 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID LOT 24, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 24 A DISTANCE OF 10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING), IN WARREN KEENEY AND COMPANY'S SUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 1874, AS DOCUMENT 19207, IN DUPAGE COUNTY, ILLINOIS.

SURVEYED PROPERTY CONTAINS 1.049 ACRES, MORE OR LESS AND ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

THIS IS ALSO TO DECLARE THAT THE PROPERTY AS DESCRIBED ON THE ANNEXED PLAT LIES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF HINSDALE WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWER AUTHORIZED BY THE STATE OF ILLINOIS IN ACCORDANCE WITH 65 ILCS 5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED.

I FURTHER CERTIFY THAT, BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 17043C0023H, WITH AN EFFECTIVE DATE OF DECEMBER 16, 2004, THE LAND SHOWN ON THIS PLAT IS LOCATED WITHIN ZONE X.

DATED THIS ___ DAY OF _____, 20___.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003699
LICENSE EXPIRES NOVEMBER 30, 2016

DESIGN FIRM PROFESSIONAL LICENSE NO. 184003350
LICENSE EXPIRES APRIL 30, 2015

DATE OF FIELD SURVEY: DECEMBER 2, 2014

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

SAMUEL J. PHILIPPE 3699 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS LOMBARD, ILLINOIS

© 2015 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

SHEET	2 OF 2
DWH.HDIL01	
PROJ MGR.	SJP
PROJ ASSOC.	CNB
DRAWN BY	CNB
DATE	04-07-15
SCALE	1"=30'

WEEKLEY SUBDIVISION
VILLAGE OF HINSDALE, ILLINOIS
TENTATIVE PLAT / FINAL PLAT OF SUBDIVISION

Manhard CONSULTING LTD
700 Springer Drive, Lombard, IL 60148 ph:630.221.1800 fx:630.221.8899 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

	DATE	REVISIONS	DRAWN BY
A			
A			
A			
A			
A			
A	05-07-15	REVISED PER VILLAGE REVIEW	CNB
A	04-07-15	REVISED PER VILLAGE REVIEW	CNB

Attachment 1

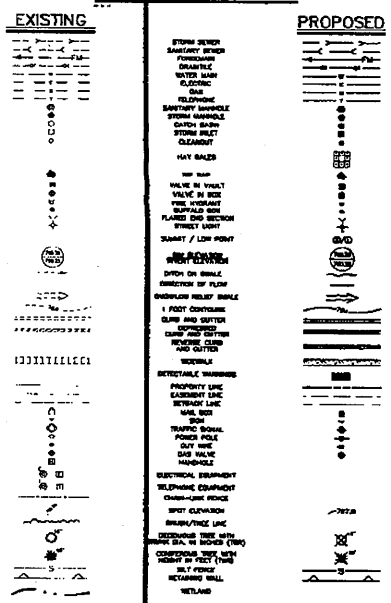
DAVID WEEKLEY HOMES
1930 N. THOREAU DRIVE, SUITE 160
SCHAUMBURG, IL. 60173
(847) 812-3119

Proposed Improvements
for

WEEKLEY SUBDIVISION

HINSDALE, ILLINOIS

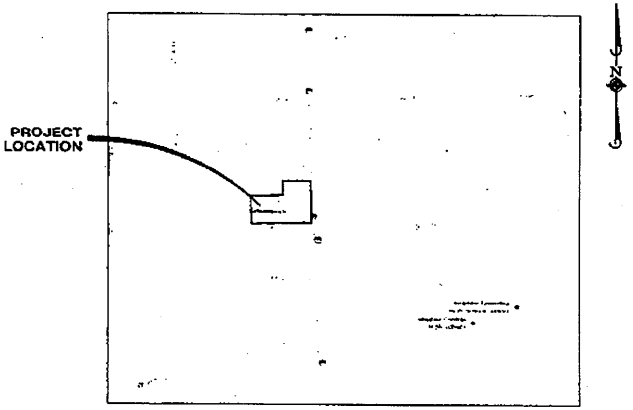
STANDARD SYMBOLS



ABBREVIATIONS

ADJ	ADJUST	FL	FLOW LINE	PVT	POINT OF VERTICAL TANGENCY
AGG.	AGGREGATE	FM	FORCE MAIN	P	PAVEMENT
ARCH	ARCHITECT	GR	GROUND	P.U.D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT
B.L.M.	BITUMINOUS AGGREGATE MIXTURE	GB	GAS	R	RADIUS
B-B	BACK TO BACK	GR	GRADE AT FOUNDATION	R.O.W.	RIGHT-OF-WAY
B/P	BOTTOM OF PIPE	GR	GRADE AT WALL	RCP	REINFORCED CONCRETE PIPE
B/W	BACK OF WALK	GR	GENERAL MERCHANDISE	REM	REMOVAL
BH-BOX	BUFFALO BOX	GR	GROCERY	REV	REVERSE
BIT.	BITUMINOUS	GR	GUY WIRE	RR	RAILROAD
BM	BENCHMARK	HL	HEADWALL	RT	RIGHT
B.O.	BY OTHERS	HM	HANDHOLE	SAN	SANITARY
C.E.	COMMERCIAL ENTRANCE	HW	HIGH WATER LEVEL	SW	SQUARE FOOT
CB	CATCH BASIN	HYD	HYDRANT	SHLD.	SHOULDER
CL	CENTERLINE	IN	INLET	SL	STREET LIGHT
CLD	CLOSED LID	INV	INVERT	SMH	SANITARY MANHOLE
CMP	CORRUGATED METAL PIPE	IP	IRON PIPE	ST	STORM
CNTRL	CONTROL	MAX	MAXIMUM	STA.	STATION
C.O.	CLEANOUT	MIN	MINIMUM	STD	STANDARD
CONC.	CONCRETE	MEX	MEET EXISTING	SW	SIDEWALK
CT	CURB YARD	MH	MANHOLE	SY	SQUARE YARDS
D	DITCH	MIN	MINIMUM	TBR	TO BE REMOVED
DIA.	DIAMETER	MIN	MINIMUM WATER LEVEL	T	TELEPHONE
DIP	DUCTILE IRON PIPE	OPD	OPEN LID	TYP	TYPE A
DIWM	DUCTILE IRON WATER MAIN	PE	PRIVATE ENTRANCE	T/C	TOP OF CURB
DR	DRAINAGE	PC	POINT OF CURVE	T/F	TOP OF FOUNDATION
DT	DRAIN TILE	PCC	POINT OF COMPOUND CURVE	T/P	TOP OF PIPE
E	ELECTRIC	PCL	PROFILE GRADE LINE	T/W	TOP OF WALK
E-E	EDGE TO EDGE	PI	POINT OF INTERSECTION	T/WALL	TOP OF WALL
ELEV.	ELEVATION	PL	PROPERTY LINE	TEMP	TEMPORARY
E/P	EDGE OF PAVEMENT	PP	POWER POLE	TRANS	TRANSFORMER
EX.	EXISTING	PROP.	PROPOSED	V.B.	VALVE BOX
F.E.	FIELD ENTRANCE	PT	POINT OF TANGENCY	VCP	VITRIFIED CLAY PIPE
F-F	FACE TO FACE	PVC	POLYVINYL CHLORIDE PIPE	V.V.	VALVE VAULT
F.F.	FINISHED FLOOR	PVC	POINT OF VERTICAL CURVE	WL	WATER LEVEL
FES	FLARED END SECTION	PVI	POINT OF VERTICAL INTERSECTION	WM	WATER MAIN

MANHARD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.



LOCATION MAP
N.T.S.

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	EXISTING CONDITIONS & DEMOLITION PLAN
3	UTILITY PLAN
4	GRADING PLAN
5	SOIL EROSION & SEDIMENT CONTROL PLAN
6	CONSTRUCTION DETAILS
7	CONSTRUCTION SPECIFICATIONS
	ATTACHMENTS
LP	LANDSCAPE PLAN (3 SHEETS)
TP	TREE PRESERVATION & REMOVAL PLAN (2 SHEETS)

BENCHMARKS:

SOURCE BENCHMARK:
DUPAGE COUNTY MONUMENT DK3198. LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF GARFIELD AVENUE AND HINSDALE ROAD, NORTH OF THE RAILROAD TRACKS. STATION IS 31.5 FT. WEST OF THE CENTERLINE OF GARFIELD ROAD AND 21 FT. NORTH OF THE NORTHERNMOST TRACK. MONUMENT IS A 3.5 INCH BRASS DISK ON A VACANT CONCRETE BASE FOR A RAILROAD CROSSING SIGNAL.
ELEVATION=686.83 NAVD88

SITE BENCHMARK #1:
NORTHWEST BOLT ON A HYDRANT AT THE SOUTH END OF THURLOW STREET COURT.
ELEVATION=736.22 NAVD88

SITE BENCHMARK #2:
NORTHWEST BOLT ON A HYDRANT AT THE NORTHEAST CORNER OF 55TH STREET AND MADISON STREET.
ELEVATION=726.73 NAVD88

NOTES:

1. THE TOPOGRAPHY SURVEY FOR THIS PROJECT IS BASED ON A FIELD SURVEY PREPARED BY MANHARD CONSULTING AND WAS PERFORMED ON DECEMBER 8, 2014. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING AND THE CLIENT IN WRITING OF ANY DIFFERING CONDITIONS.

Manhard CONSULTING LTD
800 Woodlands Parkway, Vernon Hills, IL 60061 ph:847 634.9880 fx:847 634.0088 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

JULIE
Simply Call 811

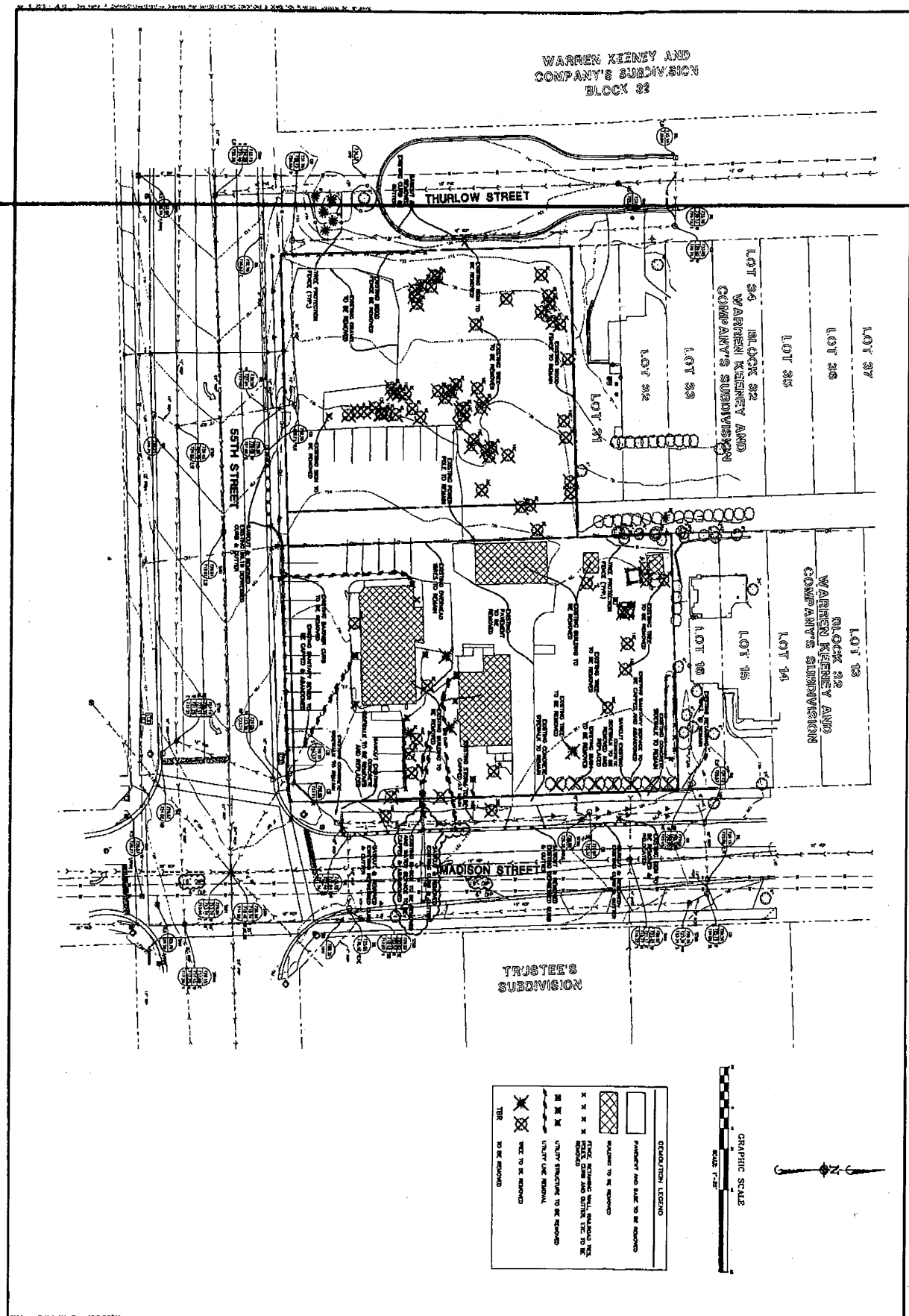
UTILITY CONTACTS

ELECTRIC COMED 658 INDUSTRIAL DRIVE ELMHURST, IL 60126 (630) 600-6352 CONTACT: MARTHA GIERAS	WATER HINSDALE PUBLIC WORKS 223 SYMONDS DRIVE HINSDALE, IL 60521 (630) 788-7030 CONTACT: GEORGE FRANCO
GAS NICOR GAS 1844 FERRY RD NAPERVILLE, IL 60563 (630) 388-3630 CONTACT: CONSTANCE LANE	TELEPHONE AT&T 1000 COMMERCE DRIVE OAK BROOK, IL 60523 (630) 573-5450 CONTACT: STEVE LARSON
SEWER FLAGG CREEK WATER RECLAMATION DISTRICT 7001 FRONTAGE ROAD BURR RIDGE, IL 60527X (630) 323-3289 EXT. 6130 CONTACT: JAMES UUBIGICH	TELEPHONE AT&T 1000 COMMERCE DRIVE OAK BROOK, IL 60523 (630) 573-5450 CONTACT: STEVE LARSON

Manhard CONSULTING LTD

WEEKLEY SUBDIVISION
HINSDALE, ILLINOIS
TITLE SHEET

SHEET 1 OF 7



WEEKLEY SUBDIVISION

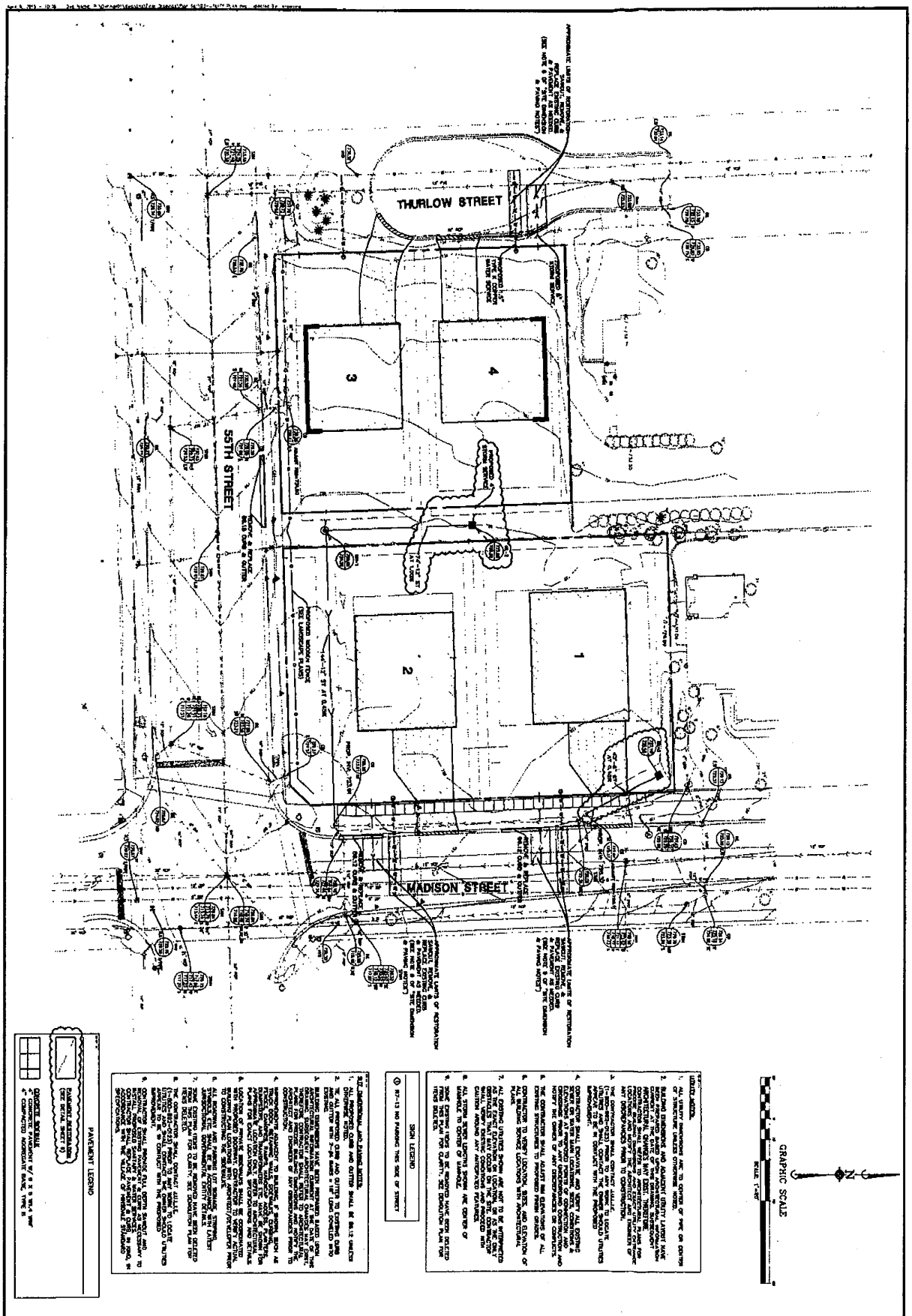
HINSDALE, ILLINOIS

EXISTING CONDITIONS & DEMOLITION PLAN

Manhard CONSULTING LTD

SHEET 2 of 7

Attachment 1



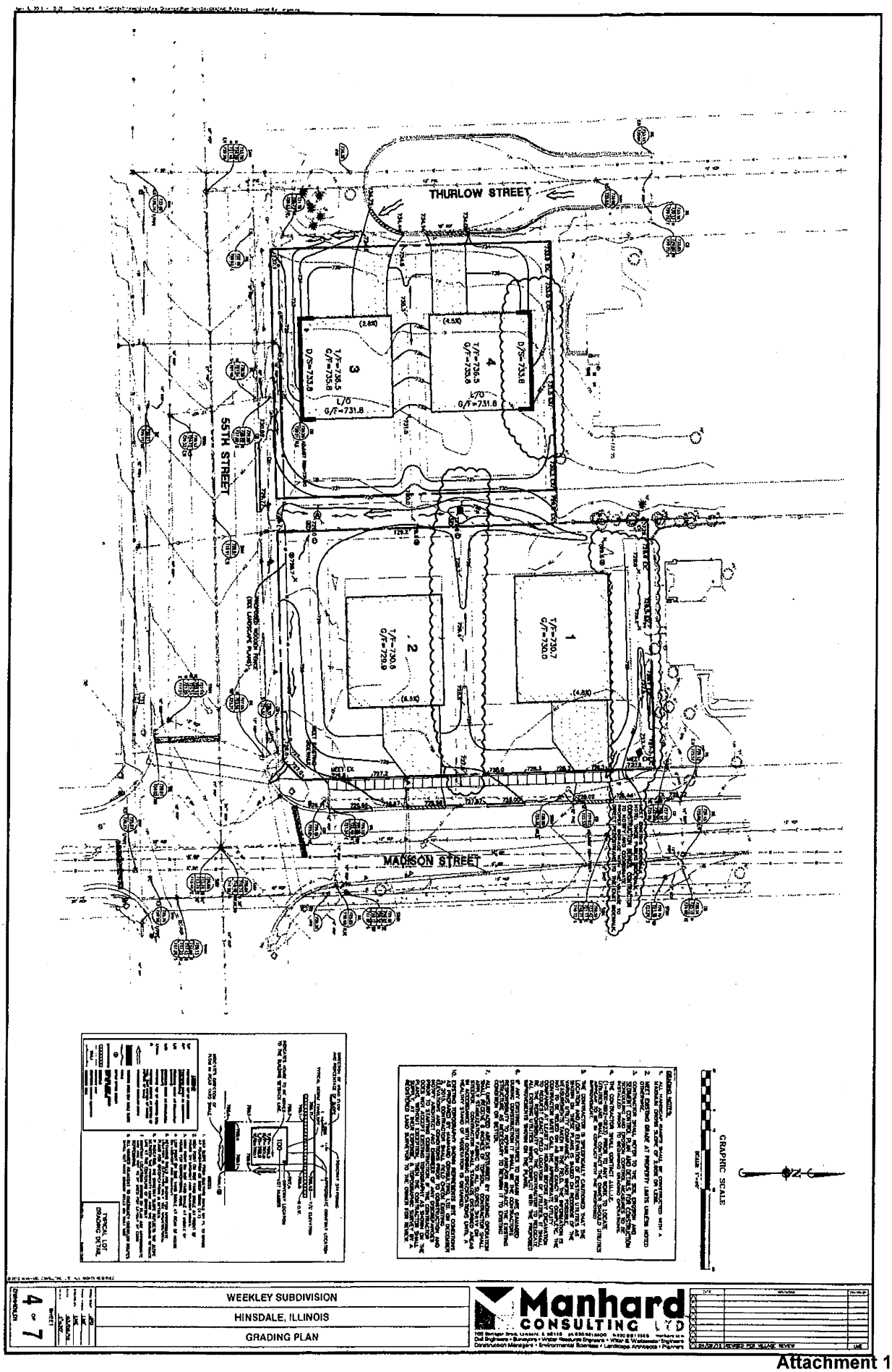
GRAPHIC SCALE

WEEKLEY SUBDIVISION
HINSDALE, ILLINOIS
UTILITY PLAN

Manhard CONSULTING LTD

3 OF 7

Attachment 1



Attachment 1

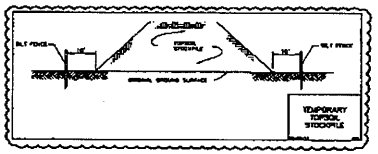
Attachment 1

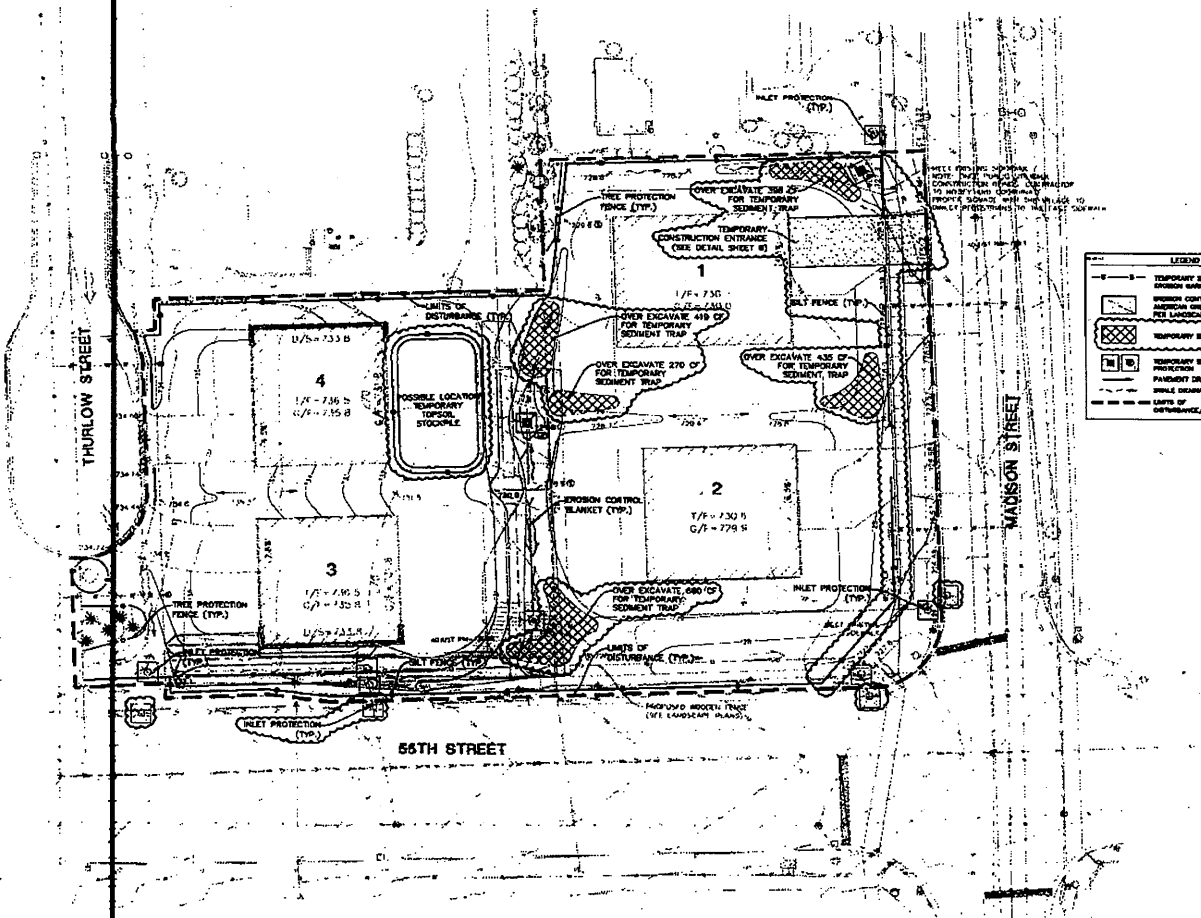
STORMWATER POLLUTION PREVENT PLAN

PREPARED FOR: KEVIN SEAY
DAVID WEEKLEY HOMES
1930 THOREAU DRIVE, SUITE 160
SCHAUMBURG, IL. 60173
847-241-4310

SWPPP CONTACT: LAUREN ENGELKING
MANHARD CONSULTING
700 SPRINGER DRIVE
LOMBARD, IL. 60148
630-925-1089

"THESE EROSION CONTROL PLANS ARE A PORTION OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA) TOTAL REQUIREMENTS FOR A COMPLETE STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AS REQUIRED BY THE GENERAL NPDES PERMIT NO. ILR10. CLIENT AND/OR CONTRACTOR WILL BE RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE GENERAL NPDES PERMIT AND COMPILATION OF THE COMPLETE SWPPP."





GRAPHIC SCALE

SOIL EROSION AND SEDIMENTATION CONTROL GENERAL NOTES:

1. ALL VEGETATIVE AND STRUCTURAL EROSION CONTROL PRACTICES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE "ILLINOIS URBAN MANUAL".
2. MAINTENANCE AND REPLACEMENT OF EROSION CONTROL ITEMS, WHEN DIRECTED BY THE OWNER, SHALL BE CONSIDERED AS INCIDENTAL TO THE CONTRACT.
3. THE CONTRACTOR SHALL INSPECT ALL EROSION CONTROL MEASURES AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.5 INCHES OR GREATER OR EQUIVALENT SNOWFALL. ANY NECESSARY REPAIRS OR CLEANUP TO MAINTAIN THE EFFECTIVENESS OF SAID MEASURES SHALL BE MADE IMMEDIATELY.
4. INSTALL ALL PERIMETER SILT FENCING PRIOR TO ANY CLEARING OR GRADING. ONSITE SEDIMENT CONTROL MEASURES AS SHOWN AND SPECIFIED BY THIS EROSION AND SEDIMENTATION CONTROL PLAN SHALL BE CONSTRUCTED AND FUNCTIONAL PRIOR TO INITIATING CLEARING, GRADING, STRIPPING, EXCAVATION OR FILLING ACTIVITIES ON THE SITE.
5. STORM WATERS FALLING ON THE ENTIRE SITE SHALL BE DIVERTED INTO THE DETENTION BASIN, PRIOR TO BECOMING MASS EXCAVATION, THE CONTRACTOR SHALL CONSTRUCT DITCHES, SWALES, SEDIMENTATION TRAPS AND SILTATION CONTROL MEASURES AS REQUIRED TO INTERCEPT SURFACE WATERS BEFORE THEY FLOW ONTO ADJACENT PROPERTY AND CONVEY THEM TO THE DETENTION BASIN.
6. DISTURBED AREA SHALL BE STABILIZED BY SEEDING AT A MINIMUM, WITHIN SEVEN (7) DAYS OF COMPLETION OF DISTURBANCE UNLESS THE AREA WILL BE DISTURBED WITHIN FOURTEEN (14) DAYS AND DRAIN SWALES AS NECESSARY TO RE- ESTABLISH VEGETATION FOR CONTROL OF SILTATION AND SOIL EROSION.
7. TEMPORARY SEED MIXTURE SHALL BE APPLIED AT 84 LBS/ACRE.
8. INLET PROTECTION SHALL BE INSTALLED UNDER THE GRATING OF EACH DRAINAGE STRUCTURE.
9. TOPSOIL STOCKPILES SHALL BE SEEDED WITHIN SEVEN (7) CALENDAR DAYS OF COMPLETION FOR EROSION CONTROL UNLESS THEY WILL BE DISTURBED WITHIN FOURTEEN (14) CALENDAR DAYS. ALL SOIL STORAGE PILES SHALL BE PROTECTED FROM EROSION WITH SILT FENCE ON THE DOWN SLOPE SIDE OF THE PILES.
10. DURING DEWATERING OPERATIONS, WATER WILL BE PUMPED INTO SEDIMENT BASINS OR SILT TRAPS. DEWATERING DIRECTLY INTO FIELD TILES OR STORMWATER STRUCTURES IS PROHIBITED.
11. WATER PUMPED DURING CONSTRUCTION OPERATION SHALL BE FILTERED.
12. DUST CONTROL SHALL BE PERFORMED ON A DAILY BASIS USING WATER DISPERSED FROM A TRUCK MOUNTED TANK WITH STANDARD DISCHARGE HEADER TO PROVIDE A UNIFORM RATE OF APPLICATION.
13. ANY LOOSE MATERIAL THAT IS DEPOSITED IN THE FLOW LINE OF ANY GUTTER OR DRAINAGE STRUCTURE DURING CONSTRUCTION OPERATIONS SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY.
14. THE EROSION CONTROL MEASURES INDICATED ON THE PLANS ARE THE MINIMUM REQUIREMENTS. ADDITIONAL MEASURES MAY BE REQUIRED, AS DIRECTED BY THE CLIENT OR OTHER JURISDICTIONAL GOVERNMENTAL ENTITIES.
15. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH ALL JURISDICTIONAL GOVERNMENTAL AGENCY REQUIREMENTS WITHIN 30 DAYS OF FINAL STABILIZATION.

CONSTRUCTION SEQUENCE:

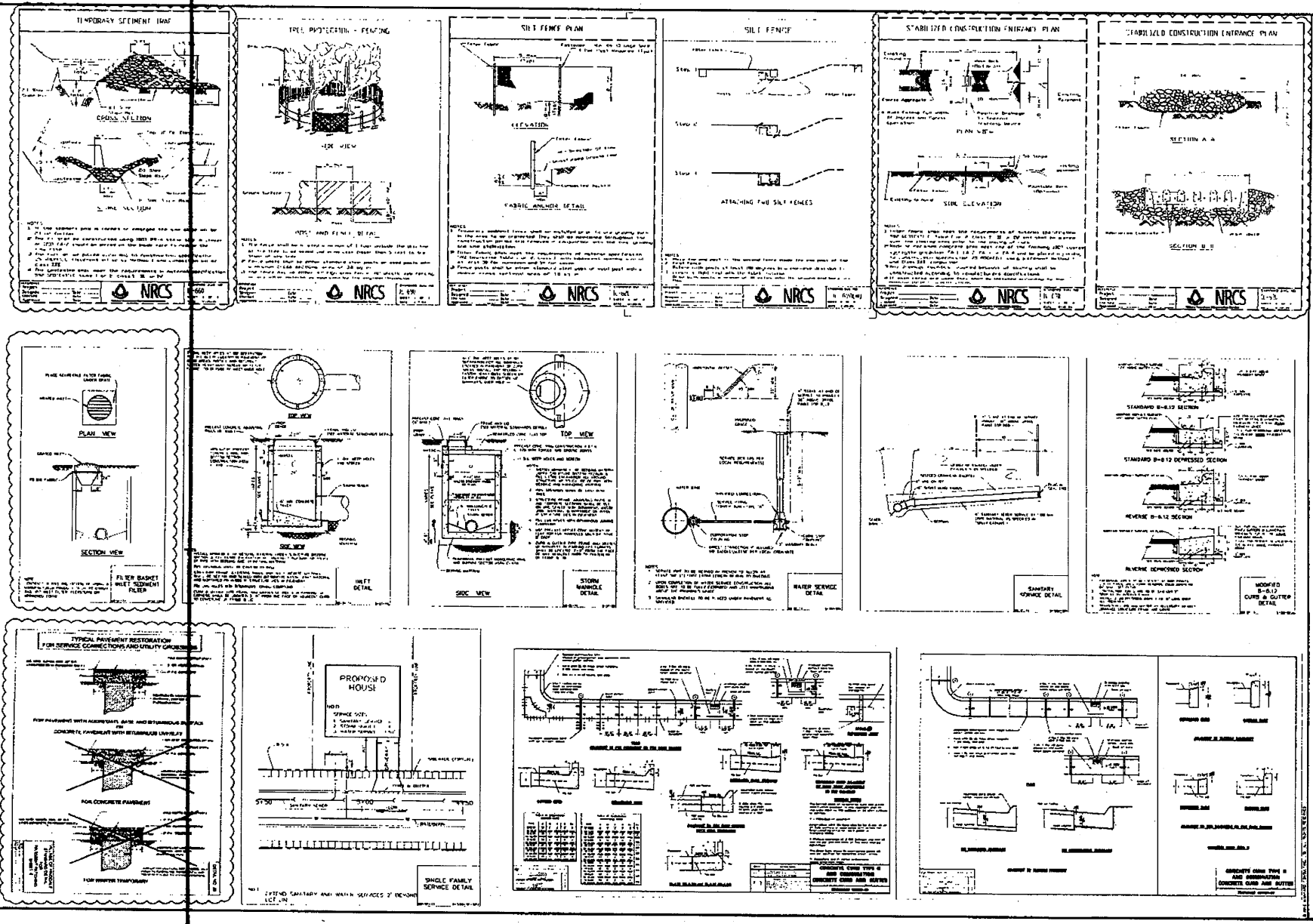
1. INSTALL SILT FENCE AT LOCATIONS AS INDICATED ON THE PLANS.
2. PROVIDE STABILIZED CONSTRUCTION ENTRANCE.
3. CONSTRUCT TEMPORARY SEDIMENT TRAPS.
4. STRIP EXISTING TOPSOIL FROM PROPOSED STORMWATER MANAGEMENT AREAS AND STOCKPILE WHERE SHOWN ON PLANS.
5. PROVIDE SILT FENCE AROUND THE BASE OF THE STOCKPILES.
6. COMPLETE TOPSOIL PLACEMENT AND PERMANENT SEEDING AND SODDING OF STORMWATER MANAGEMENT FACILITIES.
7. CUT AND FILL SITE TO PLAN SUB-GRADE.
8. CONSTRUCT UNDERGROUND IMPROVEMENTS, I.E. SANITARY SEWER WATERMAIN AND STORM SEWERS, ETC.
9. CONSTRUCT PAVEMENT IMPROVEMENTS PER PLAN.
10. COMPLETE CONSTRUCTION OF SITE WITH PERMANENT STABILIZATION.
11. REMOVE TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES.

** INSTALL INLET PROTECTION AROUND DRAINAGE STRUCTURES AS CONSTRUCTED.

Manhard CONSULTING LTD
Civil Engineers • Surveyors • Water Resource Engineers • Water Utility Engineers • Structural Engineers • Traffic Engineers • Construction Managers • Environmental Scientists • Landscape Architects • Planners

WEEKLEY SUBDIVISION
HINSDALE, ILLINOIS
SOIL EROSION & SEDIMENT CONTROL PLAN

SHEET 5 OF 7



Manhard CONSULTING LTD

WEEKLEY SUBDIVISION
HINSDALE, ILLINOIS
CONSTRUCTION DETAILS

SHEET 6 OF 7

Attachment 1

MANHARD CONSULTING, LTD.
STANDARD SPECIFICATIONS

GENERAL CONDITIONS

DEFINITIONS

INTENT OF THE PLANS AND SPECIFICATIONS

INTERPRETATION OF PLANS AND SPECIFICATIONS

WORKING HOURS

LOCATION OF UNDERGROUND FACILITIES AND UTILITIES

PROTECTION OF TREES

NOTIFICATION OF OWNERS OF PROPERTIES AND UTILITIES

TRAFFIC CONTROL

PHONE CALLS

UTILITY POLES

EXCAVATION

CLEANING UP

SOIL CLEANING

SAFETY AND PROTECTION

HOLD HARMLESS

INSURANCE

THIRD PARTY BENEFICIARIES

DETAILED SPECIFICATIONS

I. EARTHWORK

A. STRIPPING

B. SOIL BORING DATA

C. EARTHWORK CALCULATIONS AND CROSS SECTIONS

D. EXCAVATION, DIVERSION AND TEMPORARY DRAINAGE

E. TOPSOIL STRIPPING

F. TOPSOIL SPREADING

G. GRADING

H. SODDING

I. EXCAVATION AND EMBANKMENT

J. SUBGRADE

K. SUBGRADE STABILIZATION

L. SUBGRADE PROOF ROLLING

M. SUBGRADE TESTING

N. SUBGRADE MAINTENANCE

O. SUBGRADE PROTECTION

P. SUBGRADE REPAIR

Q. SUBGRADE COMPACTION

R. SUBGRADE TOLERANCE

S. SUBGRADE PREPARATION

T. SUBGRADE INSPECTION

U. SUBGRADE ACCEPTANCE

V. SUBGRADE TESTING

W. SUBGRADE MAINTENANCE

X. SUBGRADE PROTECTION

Y. SUBGRADE REPAIR

Z. SUBGRADE COMPACTION

AA. SUBGRADE TOLERANCE

BB. SUBGRADE PREPARATION

CC. SUBGRADE INSPECTION

DD. SUBGRADE ACCEPTANCE

EE. SUBGRADE TESTING

FF. SUBGRADE MAINTENANCE

GG. SUBGRADE PROTECTION

HH. SUBGRADE REPAIR

II. SUBGRADE COMPACTION

JJ. SUBGRADE TOLERANCE

KK. SUBGRADE PREPARATION

LL. SUBGRADE INSPECTION

MM. SUBGRADE ACCEPTANCE

NN. SUBGRADE TESTING

OO. SUBGRADE MAINTENANCE

PP. SUBGRADE PROTECTION

QQ. SUBGRADE REPAIR

RR. SUBGRADE COMPACTION

SS. SUBGRADE TOLERANCE

TT. SUBGRADE PREPARATION

UU. SUBGRADE INSPECTION

VV. SUBGRADE ACCEPTANCE

WW. SUBGRADE TESTING

XX. SUBGRADE MAINTENANCE

YY. SUBGRADE PROTECTION

ZZ. SUBGRADE REPAIR

II. UNDERGROUND IMPROVEMENTS

A. GENERAL

STANDARDS

TRENCHING, BEDDING AND BACKFILL

MANHOLES, CATCH BASINS, INLETS & VALVE VAULTS

AJ. ADJUSTING AND CASING

SURVEY CREW NOTE

HORIZONTAL AND VERTICAL DATUM for all Sewer and Water Improvements

STRUCTURE ABANDONMENT

B. SANITARY SEWERS AND APPURTENANCES

SANITARY MANHOLES

MANHOLE STEPS

INVERTS

CONSTRUCTION, SHAPING AND FINISHING

TESTING

SEWER LAMPING

SERVICES

MAIN SEWER CONNECTIONS

SANITARY SEWER PIPE LAYING

TELEVISION INSPECTION

MISCELLANEOUS

C. WATER MAINS AND APPURTENANCES

WATER MAIN PIPE (3" AND LARGER)

VALVES

VALVE VAULTS

VALVE BOX

HYDRANTS

TAP SIZES AND TYPES

SWIVEL ADAPTER SLEEVE OR 3" DIAMETER OR LESS

DISINFECTION

PRESSURE TEST

PRESSURE CONNECTION TO EXISTING WATER MAIN

DISCONNECTION, TEMPORARY WATER MAIN

POLYETHYLENE TYPE C OF SPECIAL ENVIRONMENTAL CONDITIONS

CONSTRUCTION, REMOVAL AND HANDLING

D. STORM SEWERS AND APPURTENANCES

STORM MANHOLES

AJ. ADJUSTING AND CASING

SURVEY CREW NOTE

HORIZONTAL AND VERTICAL DATUM for all Sewer and Water Improvements

STRUCTURE ABANDONMENT

B. SANITARY SEWERS AND APPURTENANCES

SANITARY MANHOLES

MANHOLE STEPS

INVERTS

CONSTRUCTION, SHAPING AND FINISHING

TESTING

SEWER LAMPING

SERVICES

MAIN SEWER CONNECTIONS

SANITARY SEWER PIPE LAYING

TELEVISION INSPECTION

MISCELLANEOUS

C. WATER MAINS AND APPURTENANCES

WATER MAIN PIPE (3" AND LARGER)

VALVES

VALVE VAULTS

VALVE BOX

HYDRANTS

TAP SIZES AND TYPES

SWIVEL ADAPTER SLEEVE OR 3" DIAMETER OR LESS

DISINFECTION

PRESSURE TEST

PRESSURE CONNECTION TO EXISTING WATER MAIN

DISCONNECTION, TEMPORARY WATER MAIN

POLYETHYLENE TYPE C OF SPECIAL ENVIRONMENTAL CONDITIONS

CONSTRUCTION, REMOVAL AND HANDLING

D. STORM SEWERS AND APPURTENANCES

STORM MANHOLES

III. ROADWAY AND PARKING LOT IMPROVEMENTS

STANDARDS

SUBGRADE PREPARATION

ASPHALT BASE COURSE (TYP.)

PRIME COAT

TACK COAT

HOT MIX ASPHALT BASE COURSE

HOT MIX ASPHALT BINDER AND SURFACE COURSE

CURB AND GUTTER

CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

SIDEWALKS

SIGNS AND POSTS

CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

PAVEMENT MARKING - PAINT

PAVEMENT MARKING - THERMOPLASTIC

QUALITY CONTROL

Manhard CONSULTING, LTD.
23W030 Butterfield Road, Suite 1100, Glen Ellyn, IL 60137
630.307.3337 | www.manhard.com
Civil Engineers | Surveyors | Water Resource Engineers
Structural Engineers | Environmental Scientists | Landscape Architects | Planners

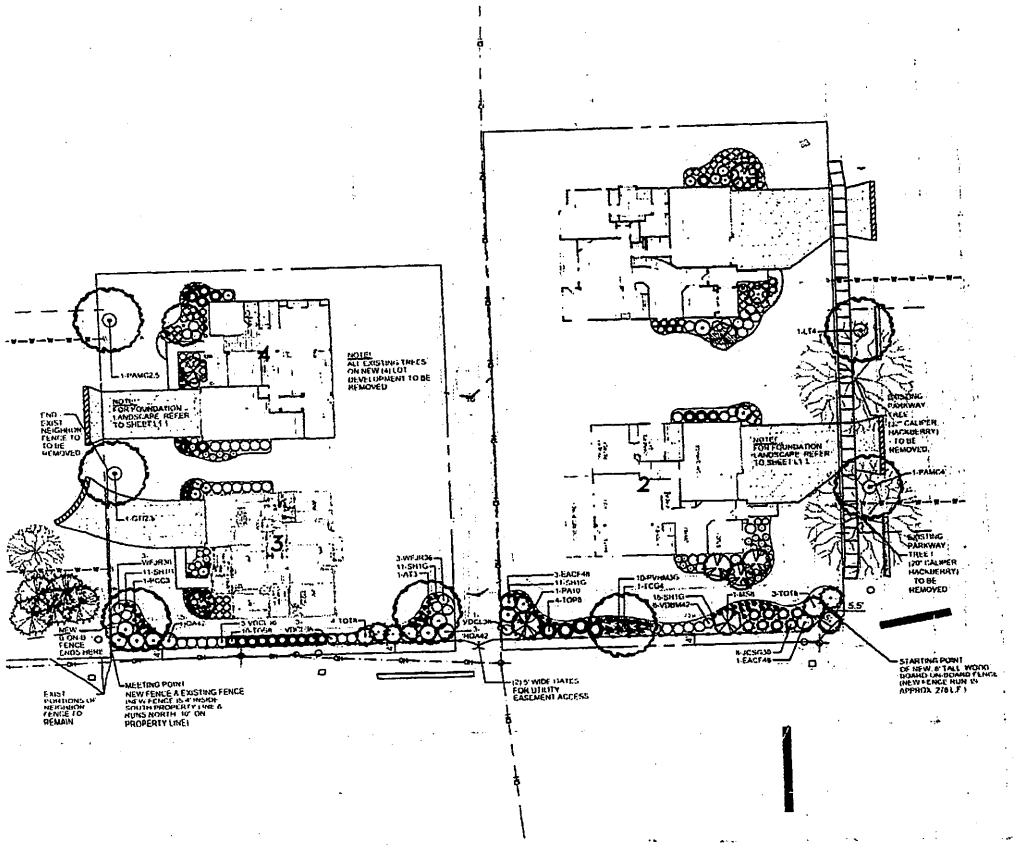
WEEKLEY SUBDIVISION
HINSDALE, ILLINOIS
CONSTRUCTION SPECIFICATIONS

design team	JPD
project engr	LMF
drawn by	SMC
date	02/08/23
file no.	26.124

SHEET
7 OF 7

DWH#DIL01

Attachment 1



NORTH

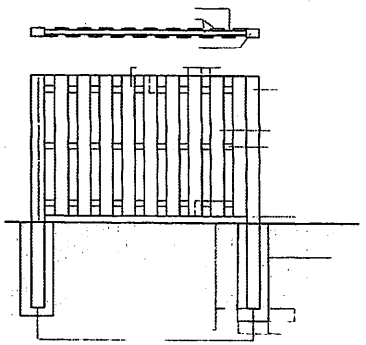
LAND DEVELOPMENT LANDSCAPE PLAN

SCALE: 1" = 20'-0"

PLANT & MATERIALS LIST

CODE	QTY	SIZE	BOTANIC NAME	COMMON NAME
Shade Trees				
GT2 b	1	2.5"	Gleditsia triacanthos var. inermis	Thornless Common Honeylocust
LT4	1	4"	Liriodendron tulipifera	Tulip Tree
PAMG4	1	4"	Platanus acerifolia 'Morton Circle'	Exclamation London Planetree
PAMG2.5	1	2.5"	Platanus x acerifolia 'Morton Circle'	Exclamation London Planetree
PCC3	1	3"	Pyrus calleryana 'Chanticleer'	Chanticleer Callery Pear
TDG4	1	4"	Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden
Columnar Shade Trees				
AT3	1	3"	Acer triflorum	Three Flower Maple
Evergreen Trees				
PA10	1	10'	Picea abies	Norway Spruce
TOP8	4	8'	Thuja occidentalis 'Pyramidalis'	Pyramidal Arborvitae
TOS8	10	8'	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae
TOT8	7	8'	Thuja occidentalis 'Techny'	Mission Arborvitae
Ornamental Trees				
MS8	1	8'	Malus sargenti	Sargent Flowering Crabapple
Evergreen Shrubs				
JCSG30	9	30"	Juniperus chinensis 'Sargent Green'	Sargent Green Juniper
Large Deciduous Shrubs				
EAC48	2	48"	Euonymus alatus 'Compactus'	Dwarf Burning Bush
HQA042	8	42"	Hydrangea quercifolia 'Alice'	Alice Oakleaf Hydrangea
VDM42	6	42"	Viburnum dentatum 'Blue Muffin'	Blue Muffin Arrowwood Viburnum
VDCL36	9	36"	Viburnum dentatum 'Chicago Lustre'	Chicago Lustre Arrowwood Viburnum
WFJR36	8	36"	Weigela florida 'Java Red'	Java Red Weigela
Ornamental Grasses				
PVHM3G	10	3 Gal	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass
SH1G	4R	1 Gal	Sporobolus heterolepsis	Prairie Dropseed
Materials				
	3	C.Y.		Soil Amendments
	9	C.Y.		Shredded Hardwood Mulch
	TBD	S.Y.		Kentucky Bluegrass Blend Seed & Blanket
	TBD	S.F.		Kentucky Bluegrass Blend Sod
Amenities				
	278	L.F.		Fence - with (2) 5' wide gates

FENCE



BOARD-ON-BOARD FENCE
NOT TO SCALE

dickson design
STUDIO

526 SKYLINE DRIVE
ALGONQUIN IL 60102
847 878 4019

CLIENT NAME AND ADDRESS

DAVID WEEKLEY HOMES

SCHAUMBURG, IL

PLAN DATE

MARCH 6, 2015

REVISIONS

1.	PER CLIENT (TREE) /2/15
2.	PER LOTS 1 & 2 4/28/15
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE

4-LOT SUBDIVISION

55TH STREET - HINSDALE, IL

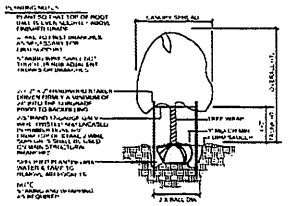
FINAL LANDSCAPE PLAN

SHEET NUMBER

L1.0

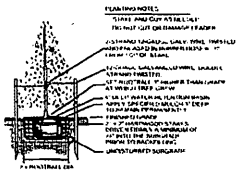
Attachment 1

PLANTING DETAILS



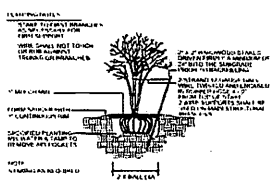
TREE PLANTING & STAKING

NOT TO SCALE



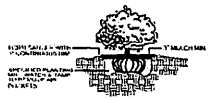
EVERGREEN TREE PLANTING

NOT TO SCALE



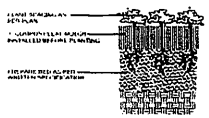
MULTI-TRUNK TREE STAKING

NOT TO SCALE



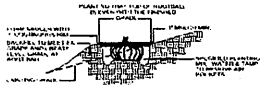
SHRUB PLANTING

NOT TO SCALE



PERENNIAL PLANTING

NOT TO SCALE



HILLSIDE PLANTING

NOT TO SCALE

GENERAL LANDSCAPE NOTES

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED. ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE STANDARDS AND CODES.
2. CALL JULIE UTILITY LOCATING SERVICE (TEL 800.892.0123), 48 HOURS PRIOR TO THE START OF ANY DIGGING.
3. GENERAL PLANT NOTES:
   A. ALL PLANT MATERIAL SHALL CONFORM IN SIZE AND GRADE IN ACCORDANCE WITH AMERICAN STANDARD FOR NURSERY STOCK.
   B. ALL PLANT MATERIAL SHALL BE MAINTAINED ALIVE, HEALTHY, AND FREE FROM DISEASE AND PESTS.
   C. ALL NEW PLANT MATERIAL SHALL BE FROM A LOCAL SOURCE WHENEVER POSSIBLE (LESS THAN 50 MILES).
   D. PLANTS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORM / HABIT. PLANTS SHALL NOT BE PRUNED OR SHEARED UNLESS ABSOLUTELY NECESSARY (DUE TO VISIBILITY OR HAZARD / OBSTRUCTION).
   E. ALL LANDSCAPED AREAS SHALL BE FREE OF WEEDS, LITTER AND SIMILAR SIGNS OF DEFINED MAINTENANCE.
   F. MAINTENANCE AND CARE OF PLANT MATERIAL SHALL INCLUDE, BUT NOT BE LIMITED TO: WATERING, FERTILIZING (IF NECESSARY), DEAD-HEADING, WEEDING AND MULCHING.
4. LOCATIONS OF PROPOSED PLANT MATERIAL MAY BE ADJUSTED AT TIME OF INSTALLATION DUE TO FINAL ENGINEERING AND FINAL LOCATION OF SITE UTILITIES.
5. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND SPREADING TOPSOIL (6"-12" DEEP), FINE GRADING AND PREPARATION OF ALL LAWN AND LANDSCAPE AREAS. ALL SOILS SHALL BE FREE OF CONSTRUCTION DEBRIS, PRIOR TO INSTALLING ANY PLANT MATERIAL.
6. PRIOR TO SPREADING TOPSOIL, THE LANDSCAPE CONTRACTOR SHALL INSPECT AND ACCEPT ALL BASE GRADES. ANY DEVIATION FROM GRADES INDICATED ON THE GRADING PLAN SHALL BE CORRECTED BEFORE PLACING ANY TOPSOIL.
7. ALL SHRUB, GROUNDCOVER, PERENNIAL AND ANNUAL PLANTING BEDS SHALL BE PREPARED WITH A SOIL AMENDMENT MIX = 1/3 TOPSOIL, 1/3 MUSHROOM COMPOST AND 1/3 TORPEDO SAND. MATERIAL SHALL BE ROTO-TILLED JUST PRIOR TO THE INSTALLATION OF PLANT MATERIAL.
8. ALL PLANTING ISLANDS SHALL BE MOUNDED TO A CENTER HEIGHT OF TWELVE INCHES (12").
9. ALL PLANTING BEDS ADJACENT TO LAWN AREAS SHALL HAVE A SPADED EDGE BORDER, UNLESS METAL OR OTHER BORDER IS SPECIFIED.
10. ALL PLANTING BED AREAS SHALL MAINTAIN A MAX. 3" DEEP LAYER OF SHREDDED HARDWOOD MULCH (COLOR: NATURAL BROWN).
11. LANDSCAPE CONTRACTOR SHALL COORDINATE PLANTING SCHEDULE WITH LANDSCAPE MAINTENANCE CONTRACTOR TO ENSURE PROPER WATERING OF PLANTED AND SODDED AREAS AFTER INITIAL INSTALLATION.
12. LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH OTHER CONTRACTORS ON SITE TO MINIMIZE ANY REDO'S OF COMPLETED LANDSCAPE WORK AND DAMAGE TO PLANT MATERIAL.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR HIS/HER OWN LAYOUT WORK. UPON REQUEST, LANDSCAPE ARCHITECT SHALL BE AVAILABLE TO ASSIST/APPROVE CONTRACTOR LAYOUT.
14. EVERY ATTEMPT HAS BEEN MADE TO DEPICT ALL EXISTING UTILITY LINES. CONTRACTOR SHALL USE PRECAUTION WHEN DIGGING. CONTRACTOR SHALL MAKE THEMSELVES THOROUGHLY FAMILIAR WITH ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO ANY DIGGING. VERIFYING LOCATIONS AND DEPTHS OF ALL UTILITIES.
15. IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE PRIOR TO BID SUBMITTAL, TO BECOME FAMILIAR WITH EXISTING CONDITIONS AT THE SITE.
16. PLANT LIST QUANTITIES PROVIDED AT TIME OF FINAL PLANS ARE APPROXIMATIONS. CONTRACTORS ARE RESPONSIBLE FOR COMPLETING THEIR OWN QUANTITY TAKE-OFFS. IF A DISCREPANCY IS FOUND BETWEEN THE PLAN AND THE PLANT LIST, THEN THE PLAN SHALL PREVAIL.
17. PLANT SUBSTITUTIONS ARE ALLOWED DUE TO PLANT AVAILABILITY OR PLANTING TIME OF YEAR, ONLY WITH THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT. IF SUBSTITUTIONS ARE MADE WITHOUT PRIOR CONSENT, THE LANDSCAPE ARCHITECT MAINTAINS THE RIGHT TO REJECT MATERIAL IN THE FIELD AT THE COST TO THE CONTRACTOR.
18. CONTRACTOR TO PROVIDE TEST OF EXISTING AND IMPORTED SOILS PER SPECIFICATIONS. PLANTING SOIL SHALL BE AMENDED PER SPECIFICATIONS.
19. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AREAS OF POOR DRAINAGE OR OTHER UNUSUAL SUBSURFACE CONDITIONS ARE ENCOUNTERED DURING EXCAVATION FOR PLANTING PITS.
20. ALL TURF SHALL SHALL BE KENTUCKY BLUEGRASS BLEND SOD (MINERAL, NOT PEAT) UNLESS OTHERWISE NOTED ON THE PLAN.
21. CONTRACTOR SHALL RESTORE LAWN AREAS THAT HAVE REMAINED PARTIALLY INTACT TOP DRESSING WITH SOIL, SCARIFYING AND SEEDING TO FORM A SMOOTH, FULL, EVEN LAWN, FREE OF BARE SPOTS, INDENTATIONS AND WEEDS.
22. LANDSCAPE DETAILS SHOWN ARE FOR DESIGN INTENT ONLY. LANDSCAPE ARCHITECT ASSUMES NO LIABILITY. CONTRACTOR IS RESPONSIBLE FOR DIRECTING AND INSTALLING PROPERLY BUILT AND NOTES PER CODE, PER SITE CONDITIONS (FINAL GRADING & UTILITY LOCATIONS) AND PER AREA CLIMATIC CONDITIONS. ALL LANDSCAPE SITE DETAILS FOR STRUCTURES AND FOOTINGS SHALL BE REVIEWED & APPROVED BY A STRUCTURAL ENGINEER.
23. CONTRACTOR INSTALLATION BIDS SHALL INCLUDE A ONE-YEAR WARRANTY ON ALL PLANT MATERIAL.
24. (IF APPLICABLE) CONTRACTOR INSTALLATION BIDS SHALL INCLUDE A THREE-YEAR MONITORING AND MAINTENANCE PROGRAM ON ALL NATURALIZED DETENTION AREAS.

DETENTION / NATURAL AREAS NOTES

NOT APPLICABLE

PLANT SYMBOLS KEY

NOTE: ACTUAL PLANT QUANTITIES, SIZES, AND BOTANIC/COMMON NAMES SHALL BE PROVIDED AT TIME OF FINAL LANDSCAPE PLAN

EXISTING DECIDUOUS TREE

EXISTING EVERGREEN TREE

EXISTING SHRUBS & PERENNIALS

SHADE / CANOPY TREES, 2.5"+ CALIPER

ORNAMENTAL TREES, 8'-10'+ TALL

EVERGREEN TREES, 6'-10'+ TALL

LARGE, DECIDUOUS SHRUBS, 36"-48" TALL

SMALL, DECIDUOUS SHRUBS, 18"-24" TALL

SMALL, EVERGREEN SHRUBS, 24" TALL/WIDE

LARGE, ORNAMENTAL GRASS, 3 GALLON

SMALL ORNAMENTAL GRASS, 1 GALLON

PERENNIAL FLOWERS & GROUNDCOVER, 1 GALLON

SHEET KEY

L0.1 PLANTING DETAILS
GENERAL LANDSCAPE NOTES
PLANT & MATERIALS LIST

L1.0 LAND DEVELOPMENT LANDSCAPE PLAN
PLANT & MATERIALS LIST (LAND DEVELOPMENT)
FENCE DETAIL

L1.1 FOUNDATION LANDSCAPE PLANS

dickson design STUDIO

526 SKYLINE DRIVE
ALGONQUIN IL 60102
847 878 4019

CLIENT NAME AND ADDRESS

DAVID WEEKLEY HOMES

SCHAUMBURG, IL

PLAN DATE

MARCH 6, 2015

REVISIONS

1. PER CLIENT (TREE) 7/2/15
2. PER LOTS 1 & 2 4/8/15
3.
4.
5.
6.
7.
8.
9.
10.

PROJECT NAME AND SHEET TITLE

4-LOT SUBDIVISION

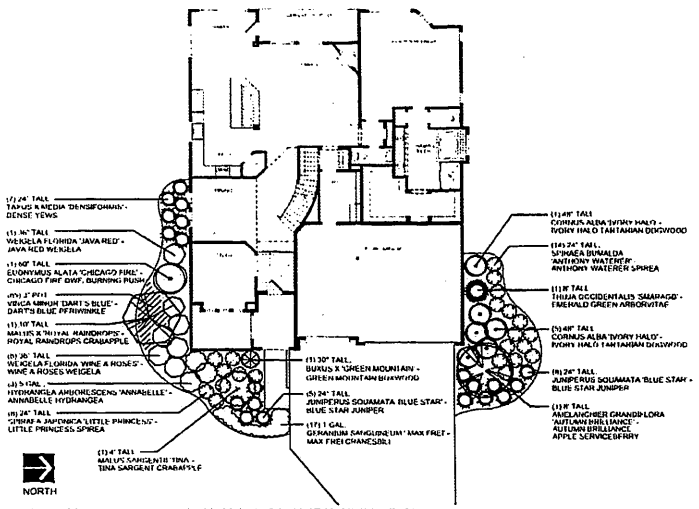
55TH STREET - HINSDALE, IL

FINAL LANDSCAPE PLAN

SHEET NUMBER

L0.1

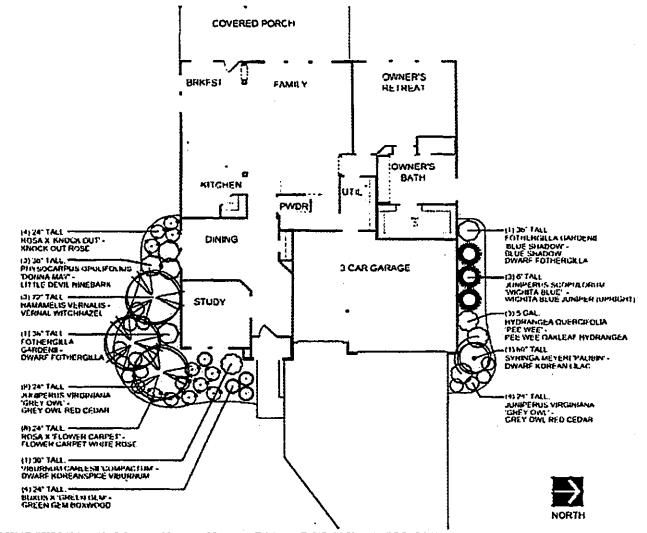
Attachment 1



NORTH

FOUNDATION LANDSCAPE PLAN, LOT #1 - PLAN 4712, THE HAFFORD

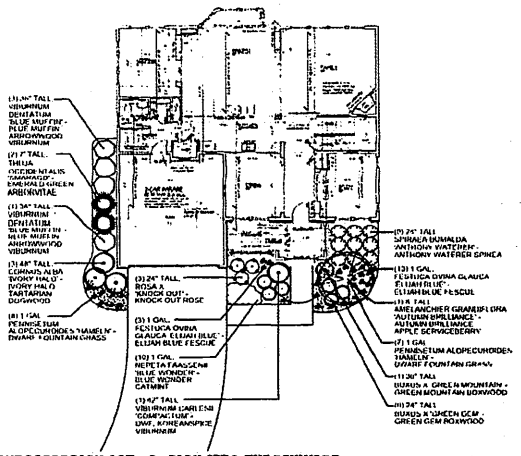
SCALE: 1" = 10'-0"



NORTH

FOUNDATION LANDSCAPE PLAN, LOT #2 - PLAN 4305, THE EXPEDITION

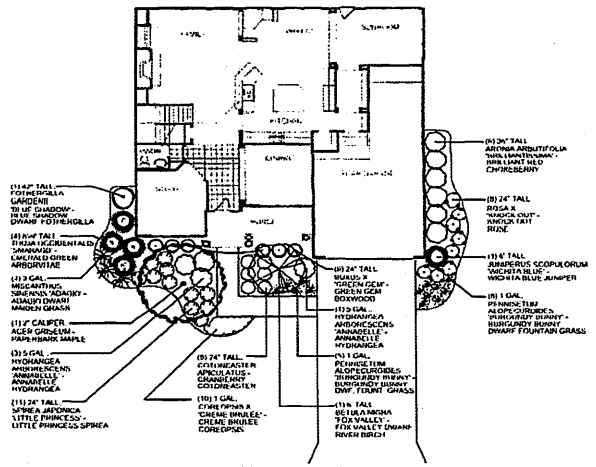
SCALE: 1" = 10'-0"



NORTH

FOUNDATION LANDSCAPE PLAN, LOT #3 - PLAN 4759, THE RENWARD

SCALE: 1" = 10'-0"



NORTH

FOUNDATION LANDSCAPE PLAN, LOT #4 - PLAN 3358-B, THE MELTON

SCALE: 1" = 10'-0"

Attachment 1

dickson design STUDIO

526 SKYLINE DRIVE
ALGONQUIN IL 60102
847 878 4019

CLIENT NAME AND ADDRESS

DAVID WEEKLEY HOMES

SCHAUMBURG, IL

PLAN DATE

MARCH 6, 2015

REVISIONS

1.	PER CLIENT (TREE) /2/15
2.	PER LOTS 1 & 2 4/9/15
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PROJECT NAME AND SHEET TITLE

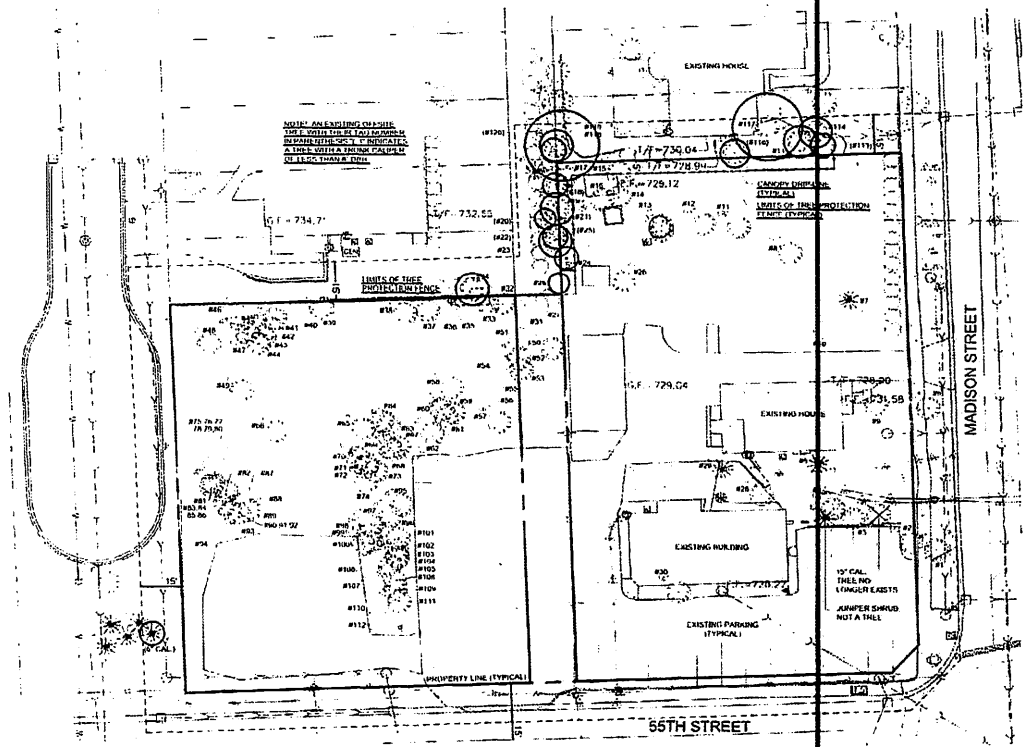
4-LOT SUBDIVISION

55TH STREET - HINSDALE, IL

FINAL LANDSCAPE PLAN

SHEET NUMBER

L1.1



TREE PROTECTION FENCE PLAN

SCALE: 1" = 20'-0"

NOTES!!

ALL OFFSITE EXISTING TREES SHALL BE PRESERVED.

ALL EXISTING ON-SITE TREES AND PARKWAY TREES (106 TREES TOTAL) SHALL BE REMOVED, TO ALLOW FOR DEVELOPMENT OF (4) SINGLE-FAMILY HOME SITES.

TWO EXISTING PARKWAY TREES (BOTH HACKBERRY) SHALL BE REMOVED DUE TO CONFLICTS WITH REMOVAL OF EXISTING PAVEMENT APRONS AND LOCATIONS OF PROPOSED UTILITIES.

NOTES

1. PER VILLAGE OF HINSDALE:

A. ALL WORK MUST BE PERFORMED ACCORDING TO THE APPROVED TREE PRESERVATION PLAN.

B. AN APPROVED TREE PRESERVATION PLAN MUST BE AVAILABLE ON THE BUILDING SITE.

C. INSTALL TREE PRESERVATION FENCE AND PERFORM ROOT PRUNING PER PLAN FOR ALL PROTECTED TREES PRIOR TO ANY CONSTRUCTION ACTIVITY.

D. FENCE THE PUBLIC PORTION (PARKWAYS) OF THE ENTIRE TREE PROTECTION ZONE(S) (TPZ) WITH A 6' CHAIN-LINK FENCE TO PREVENT WOUNDS TO THE PARKWAY TREE(S) AS WELL AS SOIL COMPACTION. POST THE FENCE WITH A SIGN STATING "TREE PROTECTION ZONE - KEEP OUT"

E. ALL REQUIRED TREE PROTECTION FENCING SHALL REMAIN IN PLACE UNTIL THE TIME OF THE FINISH GRADING AND LANDSCAPING.

F. NO TRENCHING SHOULD BE DONE WITHIN THE TREE PROTECTION ZONES FOR ANY CONSTRUCTION ACTIVITY UNLESS PRE-APPROVED BY BUILDING DEPARTMENT AND FORESTRY STAFF.

G. NO GRADE CHANGES SHOULD BE DONE WITHIN THE TREE PROTECTION ZONES OF PARKWAY TREES FOR ANY CONSTRUCTION ACTIVITY.

H. SHOULD IT BE NECESSARY TO TRENCH WITHIN THE TPZ FOR UTILITIES, INCLUDING DISCONNECTION OR CAPPING OF EXISTING UTILITIES, ALL TRENCHES SHALL BE HAND DUG. NO ROOTS LARGER THAN TWO INCHES (2") SHALL BE CUT UNLESS NO OTHER ALTERNATIVE IS FEASIBLE. ALL SMALLER ROOTS THAT REQUIRE CUTTING SHALL BE CUT WITH PRUNING SAWS. CUTS SHALL BE MADE FLUSH WITH THE SIDE OF THE TRENCH. IF AT ANY TIME TWENTY-FIVE PERCENT (25%) OF THE AREA WITHIN THE TPZ IS BEING SEPARATED FROM THE TREE BY A TRENCH, THEN THE LINE SHALL BE EITHER RELOCATED OR INSTALLED USING TRENCH-LESS METHODS.

I. LOCATE THE PROPOSED WATER AND SEWER LINES OUTSIDE OF THE TREE PROTECTION ZONE OR INSTALL THE SEWER AND WATER UTILITIES USING TRENCH-LESS METHODS. AUGER THROUGH THE ENTIRE TREE PROTECTION ZONE. LOCATE PITS OUTSIDE OF THE TREE PROTECTION ZONE.

J. THE PROPOSED WATER SERVICE LINE VALVES (B-BOXES), ARE TO BE TEN FEET (10') FROM PARKWAY TREES. IF FUTURE UTILITY EXCAVATIONS NEED TO OCCUR, THIS REDUCES THE CHANCES OF EXTENSIVE STEM OR ROOT DAMAGE, WHICH COULD LEAD TO TREE DECLINE.

K. AT NO TIME SHALL ANY EQUIPMENT, MATERIALS, SUPPLIES OR FILL SOIL BE ALLOWED IN THE TREE PROTECTION ZONE(S). DO NOT STORE EXCAVATED SOIL OR THE DUMPSTER WITHIN THE DRIP-LINE (TPZ) OF THE PARKWAY TREE(S).

L. **REMOVAL OF ANY HARDSCAPE WITHIN THE TREE PROTECTION ZONES WILL BE DONE BY HAND.** NO ROOTS LARGER THAN TWO INCHES (2") SHALL BE CUT UNLESS THERE IS NO ALTERNATIVE FEASIBLE. CUTS WILL BE MADE WITH A SHARP PRUNING SAW TO AVOID TEARING AND WILL BE FLUSH WITH THE TREE SIDE OF THE TRENCH.

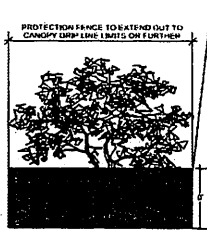
M. DEMOLITION AND CONSTRUCTION OF ANY PROPOSED SIDEWALK SHOULD FOLLOW THE VILLAGE DETAIL FOR SIDEWALK CONSTRUCTION WITHIN THE TREE PROTECTION ZONES, INCLUDING NO MINIMAL EXCAVATION (SEE VILLAGE OF HINSDALE, MANDATORY TREE PROTECTION DURING CONSTRUCTION POLICY).

N. THE TREE PROTECTION ZONE MAY BE MULCHED TO IMPROVE THE GROWING CONDITIONS FOR TREE ROOTS, AND MINIMIZE THE MAINTENANCE OF THE PARKWAY LAWN.

2. TREE INVENTORY COMPLETED BY CERTIFIED ARBORISTS:
THE DAVEY RESOURCE GROUP (WOODSTOCK, IL - TEL 815.334.8266)

** SEVERAL TREES WERE NOT ON THE ORIGINAL SURVEY & WERE FIELD LOCATED.

TREE PROTECTION FENCE DETAIL



AS INDICATED ON PLAN, FENCE TO BE PROVIDED AROUND ALL OFF-SITE TREES WHOSE CANOPY DRIP-LINE EXTENDS ACROSS BOUNDARIES OF PROJECT SITE

FENCE IS FOR PROTECTION OF ROOT ZONES

FENCE TO REMAIN IN PLACE ON PROJECT SITE UNTIL ADJACENT CONSTRUCTION IS COMPLETE

FENCE TO BE 6' TALL, CHAIN-LINK WITH POSTED SIGN THAT READS:
"TREE PROTECTION ZONE - KEEP OUT"

SECURE FENCE TO METAL POLES SPACED NO GREATER THAN 8' ON CENTER.

NOTE:
AFTER TREES ARE FENCED, NOTHING IS TO BE DISTURBED, STORED, PARKED, ETC., INSIDE CONSTRUCTION FENCE. REMOVE FENCE ONLY AFTER ALL CONSTRUCTION WORK HAS BEEN COMPLETED.

dickson design STUDIO
526 SKYLINE DRIVE
ALGONQUIN IL 60102
847 878 4019

CLIENT NAME AND ADDRESS
DAVID WEEKLEY HOMES
SCHAUMBURG, IL

PLAN DATE
APRIL 2, 2015

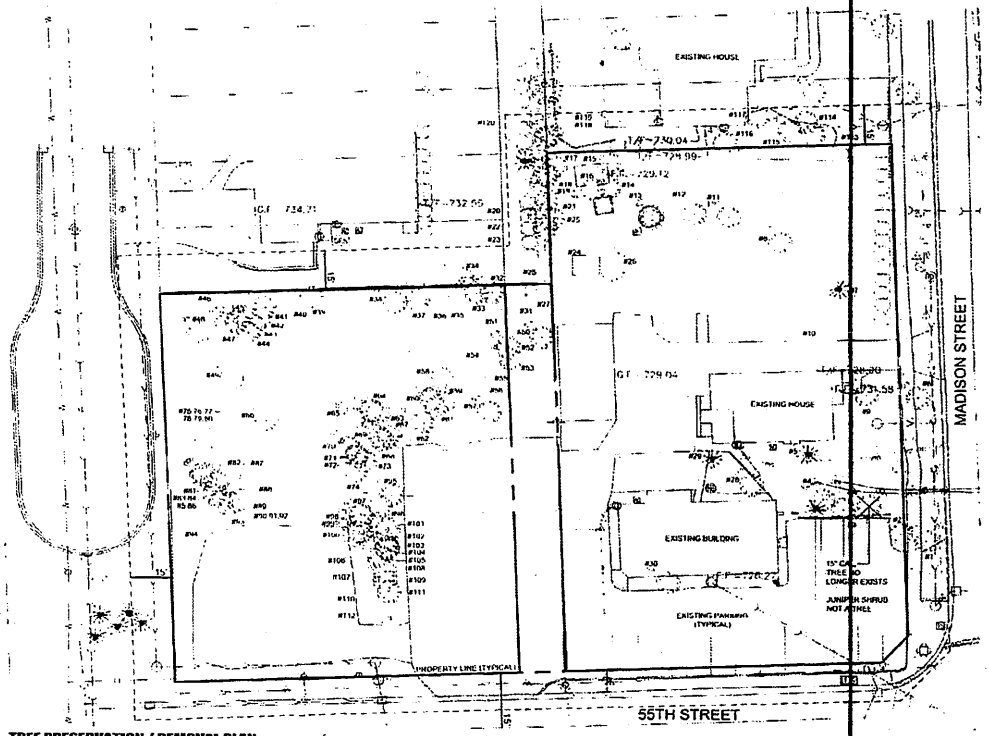
REVISIONS
1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

PROJECT NAME AND SHEET TITLE
4-LOT SUBDIVISION
55TH STREET - HINSDALE, IL

TREE PRESERVATION & REMOVAL PLAN

SHEET NUMBER
1 OF 2

Attachment 1



TREE PRESERVATION / REMOVAL PLAN

SCALE: 1" = 20'-0"

NORTH

NOTES!

ALL OFFSITE, EXISTING TREES SHALL BE PRESERVED.

ALL EXISTING ON-SITE TREES AND PARKWAY TREES (104 TREES TOTAL) SHALL BE REMOVED TO ALLOW FOR DEVELOPMENT OF (4) SINGLE-FAMILY HOME SITES.

TWO EXISTING PARKWAY TREES (BOTH HACKBERRY) SHALL BE REMOVED DUE TO CONFLICTS WITH REMOVAL OF EXISTING PAVEMENT APRONS AND LOCATIONS OF PROPOSED UTILITIES.

TREE INVENTORY LIST - OFFSITE

Tree #	DBH (Diameter at 4.5 feet above grade)	Common Name	Botanical Name	Condition Rating %	Condition Rating	Approx Canopy Radius (FT)	Approx Tree Height (FT)	Number of Stems	Condition Notes	Action
OFFSITE TREES - TO BE PRESERVED										
18	8	Hackberry, common	Celtis occidentalis	44	Poor	4	0	0	Small DW (1-3"), Branch Decay,	PRESERVE
19	8	Hackberry, common	Celtis occidentalis	44	Poor	10	25	1	Small DW (1-3"), Branch Decay,	PRESERVE
20	5	Hackberry, common	Celtis occidentalis	50	Fair	8	16	1	Overhead Utility,	PRESERVE
21	4	Hackberry, common	Celtis occidentalis	44	Poor	5	20	1	Weak Union, Overhead Utility,	PRESERVE
22	8	Hackberry, common	Celtis occidentalis	50	Fair	6	25	1	One Sided, Branch Decay,	PRESERVE
23	8	Hackberry, common	Celtis occidentalis	50	Fair	12	25	1	One Sided, Weak Union,	PRESERVE
24	5	Hackberry, common	Celtis occidentalis	47	Poor	6	16	1	Weak Union, Overhead Utility,	PRESERVE
34	8	Hackberry, common	Celtis occidentalis	47	Fair	12	30	1	Full Crown,	PRESERVE
113	6	Ginko	Ginko biloba	68	Fair	12	22	1		PRESERVE
114	8	Ginko	Ginko biloba	68	Fair	12	28	1		PRESERVE
115	6	Ginko	Ginko biloba	60	Fair	10	18	1		PRESERVE
116	7	Ornamental Pear	Pyrus calleryana	68	Fair	12	18	1		PRESERVE
117	6,7,4	Maple, norway	Acer platanoides	47	Poor	8	12	3		PRESERVE
118	18	Elm, spp	Ulmus spp	40	Poor	36	35	1	Overhead Utility,	PRESERVE
119	8	Hackberry, common	Celtis occidentalis	32	Poor	4	14	1	Overhead Utility,	PRESERVE
120	6	Hackberry, common	Celtis occidentalis	32	Poor	6	14	1	Overhead Utility,	PRESERVE

TREE INVENTORY LIST - ON-SITE

Tree #	DBH (Diameter at 4.5 feet above grade)	Common Name	Botanical Name	Condition Rating %	Condition Rating	Approx Canopy Radius (FT)	Approx Tree Height (FT)	Number of Stems	Condition Notes	Action
ONSITE TREES - TO BE REMOVED										
1	20	hackberry, common	Celtis occidentalis	47	Poor	30	50	1	Full Crown, Compacted Soils,	REMOVE
2	18	elm, spp	Ulmus spp	47	Poor	20	55	3	Full Crown, Compacted Soils,	REMOVE
3	12	hackberry, common	Celtis occidentalis	47	Poor	15	35	3	Full Crown, Compacted Soils,	REMOVE
4	44	maple, silver	Acer saccharinum	50	Fair	40	65	1		REMOVE
5	14	spruce, norway	Picea abies	50	Fair	20	45	1	Full Crown,	REMOVE
6	12	hackberry, common	Celtis occidentalis	50	Fair	35	55	3	Full Crown, Compacted Soils,	REMOVE
7	10	spruce, norway	Picea abies	50	Fair	10	30	1	Full Crown,	REMOVE
8	10	maple, spp.	Acer spp.	50	Fair	15	30	1	Full Crown,	REMOVE
9	4	burning bush	Euonymus alatus	47	Poor	10	8	3	Full Crown, Compacted Soils,	REMOVE
10	5	crabapple, flowering	Malus spp	50	Fair	8	18	1	Full Crown,	REMOVE
11	18	elm, spp	Ulmus spp	50	Fair	20	60	3	Full Crown,	REMOVE
12	12	maple, silver	Acer saccharinum	71	Good	15	40	1		REMOVE
13	14	elm, American	Ulmus americanus	6	Critical	30	45	2		REMOVE
14	12	hackberry, common	Celtis occidentalis	50	Fair	35	40	1		REMOVE
15	5	elm, spp	Ulmus spp	34	Critical	5	14	1		REMOVE
16	18	maple, silver	Acer saccharinum	47	Poor	30	60	1	Full Crown, Small DW (1-3"),	REMOVE
17	5	hackberry, common	Celtis occidentalis	50	Fair	6	25	1	Stressed, Overhead Utility,	REMOVE
18	5	hackberry, common	Celtis occidentalis	50	Fair	8	24	1	One Sided, Branch Decay,	REMOVE
26	24	elm, spp	Ulmus spp	50	Fair	40	55	1	Full Crown, Included Bark,	REMOVE
27	5	maple, spp.	Acer spp	47	Poor	8	20	1	Branch Decay, Weak Union,	REMOVE
28	7	crabapple, flowering	Malus spp	6	Critical	30	16	3	Large DW (3"+), Branch Decay,	REMOVE
29	6	yew, spp.	Taxus spp	50	Fair	15	16	2	Full Crown	REMOVE
30	26	elm, spp.	Ulmus spp.	50	Fair	35	45	1	Full Crown, Small DW (1-3"),	REMOVE
31	4	hackberry, common	Celtis occidentalis	44	Poor	3	10	3	Weak Union, Overhead Utility,	REMOVE
32	4	hackberry, common	Celtis occidentalis	44	Poor	3	14	3	Weak Union,	REMOVE
33	4	hackberry, common	Celtis occidentalis	47	Poor	6	18	3	Weak Union, Overhead Utility,	REMOVE
35	6	buckthorn, common	Rhamnus catharsis	44	Poor	10	18	2	Small DW (1-3"), Weak Union,	REMOVE
36	5	buckthorn, common	Rhamnus catharsis	50	Fair	10	18	1	Full Crown,	REMOVE
37	18	elm, American	Ulmus americana	73	Good	20	40	1	Full Crown, Included Bark,	REMOVE
38	18	boxelder	Acer negundo	31	Poor	20	35	1	Full Crown, Trunk Decay, Branch	REMOVE
39	14	hackberry, common	Celtis occidentalis	50	Fair	25	45	1	Full Crown, Small DW (1-3"),	REMOVE
40	5	elm, spp.	Ulmus spp	75	Good	8	20	1		REMOVE
41	7	hackberry, common	Celtis occidentalis	50	Fair	8	25	1	One Sided,	REMOVE
42	6	hackberry, common	Celtis occidentalis	50	Fair	8	30	1	One Sided,	REMOVE
43	12	hackberry, common	Celtis occidentalis	73	Good	20	35	1	Full Crown, Small DW (1-3"),	REMOVE
44	17	hackberry, common	Celtis occidentalis	50	Fair	15	40	1	One Sided, Small DW (1-3"),	REMOVE
45	8,6	hackberry, common	Celtis occidentalis	47	Poor	8	25	2	One Sided,	REMOVE
46	4	elm, American	Ulmus americana	47	Poor	8	20	3	One Sided,	REMOVE
47	5,8	elm, American	Ulmus americana	47	Poor	8	30	2	Full Crown,	REMOVE
48	6	buckthorn, common	Rhamnus catharsis	50	Fair	10	16	6	Full Crown, Branch Decay,	REMOVE
49	7	crabapple, flowering	Malus spp.	47	Poor	15	18	2	Full Crown,	REMOVE
50	3,3	maple, silver	Acer saccharinum	47	Poor	5	14	2	Weak Union, Overhead Utility,	REMOVE
51	5	mulberry, white	Morus alba	50	Fair	10	25	1		REMOVE
52	4	elm, American	Ulmus americana	50	Fair	5	20	1		REMOVE
53	4	maple, silver	Acer saccharinum	50	Fair	6	18	3	Weak Union, Overhead Utility,	REMOVE
54	6,6	elm, American	Ulmus americana	50	Fair	10	25	2	Full Crown,	REMOVE
55	5	elm, American	Ulmus americana	50	Fair	5	14	3	Full Crown,	REMOVE
56	5	elm, American	Ulmus americana	50	Fair	6	14	3	Full Crown,	REMOVE
57	32	maple, silver	Acer saccharinum	50	Fair	60	65	1	Large DW (3"+),	REMOVE
58	7	hackberry, common	Celtis occidentalis	50	Fair	15	30	3	Full Crown,	REMOVE
59	5,5	hackberry, common	Celtis occidentalis	50	Fair	10	30	2	Full Crown,	REMOVE
60	7	boxelder	Acer negundo	41	Poor	12	25	1	Small DW (1-3"), Branch Decay,	REMOVE
61	6	hackberry, common	Celtis occidentalis	50	Fair	6	25	1		REMOVE
62	7	hackberry, common	Celtis occidentalis	50	Fair	12	25	1	Small DW (1-3"),	REMOVE
63	7	maple, silver	Acer saccharinum	41	Poor	8	20	1		REMOVE
64	17	hackberry, common	Celtis occidentalis	50	Fair	18	35	3	Full Crown,	REMOVE
65	15	elm, spp	Ulmus spp.	50	Fair	25	40	1	Full Crown, Basal Decay,	REMOVE
66	8	maple, silver	Acer saccharinum	50	Fair	15	30	3	Full Crown,	REMOVE
67	8	hackberry, common	Celtis occidentalis	50	Fair	10	30	3	Full Crown,	REMOVE
68	6	elm, American	Ulmus americana	50	Fair	8	30	3	One Sided,	REMOVE
69	5	elm, American	Ulmus americana	41	Poor	8	30	1	One Sided,	REMOVE
70	5	elm, American	Ulmus americana	41	Poor	10	30	1	One Sided,	REMOVE
71	5	hawthorn, spp	Crataegus spp.	50	Fair	7	20	1		REMOVE
72	5	hawthorn, spp.	Crataegus spp.	50	Fair	7	20	1		REMOVE
73	7	hackberry, common	Celtis occidentalis	50	Fair	7	30	1	Full Crown,	REMOVE
74	6	hawthorn, spp	Crataegus spp.	50	Fair	12	30	1	Full Crown,	REMOVE
75	5	hackberry, common	Celtis occidentalis	50	Fair	5	14	1	Full Crown,	REMOVE
76	9	elm, American	Ulmus americana	50	Fair	5	12	1	Full Crown,	REMOVE
77	5	buckthorn, common	Rhamnus catharsis	50	Fair	8	14	3	Full Crown,	REMOVE
78	7	hackberry, common	Celtis occidentalis	50	Fair	5	20	1	One Sided, Excessive Wear,	REMOVE
79	8	elm, American	Ulmus americana	50	Fair	8	25	1	Full Crown,	REMOVE
80	5	hackberry, common	Celtis occidentalis	50	Fair	8	30	1	Full Crown,	REMOVE
81	6	elm, American	Ulmus americana	50	Fair	6	16	1		REMOVE
82	5,5,3,3	buckthorn, common	Rhamnus catharsis	50	Fair	7	16	8	Trunk Decay,	REMOVE
83	5	elm, American	Ulmus americana	50	Fair	3	14	1	One Sided,	REMOVE
84	24	ash, spp	Fraxinus spp.	33	Poor	0	0	0	Full Crown, Stressed,	REMOVE
85	7	hackberry, common	Celtis occidentalis	50	Fair	7	30	1		REMOVE
86	7	elm, American	Ulmus americana	50	Fair	5	14	1	Full Crown,	REMOVE
87	8	hackberry, common	Celtis occidentalis	50	Fair	8	14	1	Full Crown,	REMOVE
88	6	elm, American	Ulmus americana	50	Fair	5	20	1		REMOVE
89	5	hackberry, common	Celtis occidentalis	50	Fair	5	18	1	Full Crown,	REMOVE
90	5	elm, American	Ulmus americana	50	Fair	5	18	3		REMOVE
91	6	elm, American	Ulmus americana	50	Fair	30	20	1	Full Crown,	REMOVE
92	7	hackberry, common	Celtis occidentalis	50	Fair	5	18	1		REMOVE
93	5	cherry, black	Prunus serotina	28	Poor	12	25	1	Trunk Decay, Branch Decay,	REMOVE
94	3,3	hackberry, common	Celtis occidentalis	50	Fair	8	14	2	One Sided,	REMOVE
95	8	pine, scotch	Pinus sylvestris	0	Dead	0	18	1		REMOVE
96	8	hackberry, common	Celtis occidentalis	50	Fair	30	25	1	Full Crown,	REMOVE
97	4,4	hawthorn, spp.	Crataegus spp.	50	Fair	30	20	2	Full Crown,	REMOVE
98	16	elm, American	Ulmus americana	50	Fair	22	35	1	Full Crown, Small DW (1-3"),	REMOVE
99	3	hackberry, common	Celtis occidentalis	50	Fair	5	20	1	One Sided,	REMOVE
100	5	hackberry, common	Celtis occidentalis	50	Fair	8	25	1	One Sided,	REMOVE
101	8	pine, scotch	Pinus sylvestris	0	Dead	5	18	1		REMOVE
102	8	pine, scotch	Pinus sylvestris	0	Dead	5	18	1		REMOVE
103	9	elm, American	Ulmus americana	50	Fair	32	30	1	One Sided,	REMOVE
104	8	pine, scotch	Pinus sylvestris	0	Dead	0	16	1		REMOVE
105	6,6	elm, American	Ulmus americana	50	Fair	35	25	2	One Sided, Included Bark, Weak	REMOVE
106	8	elm, Siberian	Ulmus pumila	50	Fair	35	35	1	Small DW (1-3"),	REMOVE
107	4	boxelder	Acer negundo	44	Poor	5	18	1		REMOVE
108	8	pine, scotch	Pinus sylvestris	0	Dead	0	20	1		REMOVE
109	5	pine, scotch	Pinus sylvestris	0	Dead	0	20	1		REMOVE
110	3,4	hackberry, common	Celtis occidentalis	50	Fair	6	20	2	One Sided,	REMOVE
111	10,8,7,5	elm, American	Ulmus americana	50	Fair	35	40	1	Full Crown,	REMOVE
112	6,8,16	elm, American	Ulmus americana	50	Fair	40	45	3	Full Crown,	REMOVE

dickson design STUDIO

526 SKYLINE DRIVE
ALGONQUIN IL 60102
847 878 4019

CLIENT NAME AND ADDRESS

DAVID WEEKLEY HOMES

SCHAUMBURG, IL

PLAN DATE

APRIL 2, 2015

REVISIONS

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

PROJECT NAME AND SHEET TITLE

4-LOT SUBDIVISION

55TH STREET - HINSDALE, IL

TREE PRESERVATION & REMOVAL PLAN

SHEET NUMBER

2 OF 2

Attachment 1

VILLAGE OF HINSDALE

VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT DEPARTMENT

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

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

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

Name: Lauren Engelking, Manhard Consulting	Name: Joe Maschek, BSB Design, Inc.
Title: Staff Engineer	Title: Designer
Address: 700 Springer Drive	Address: 1540 E. Dundee Rd., Suite 310
City/Zip: Lombard, IL 60148	City/Zip: Palatine, IL 60074
Phone/Fax: (630) 925 / 1069	Phone/Fax: (847) 705 / 2200
E-Mail: lengelking@manhard.com	E-Mail: jmaschek@bsbdesign.com

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

1) _____

2) _____

3) _____

II. SITE INFORMATION

Address of subject property: 950 and 954 S. Madison Street, Hinsdale, IL

Property identification number (P.I.N. or tax number): ____ - ____ - _____ - See attached Exhibit A

Brief description of proposed project: We would like to subdivide the property into 4 conforming lots within the R4 District

General description or characteristics of the site: The 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 and attach all applicable applications and standards for each approval requested:

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

TABLE OF COMPLIANCE

Address of subject property: 950 and 954 S. Madison Street, Hinsdale, IL

The following table is based on the R4 Zoning District.

	Minimum Code Requirements	Proposed/Existing 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.)*		
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		
Accessory Structure Information		

* Must provide actual square footage number and percentage.

Where any lack of compliance is shown, state the reason and explain the Village's authority, if any, to approve the application despite such lack of compliance: _____

CERTIFICATION

The Applicant certifies and acknowledges and agrees that:

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

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

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

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

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

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

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

On the 6th, day of March, 2015; I/We have read the above certification, understand it, and agree to abide by its conditions.

Kevin V. Seay
Signature of applicant or authorized agent

Kevin V. Seay on behalf of David Weekley Homes
Name of applicant or authorized agent

Signature of applicant or authorized agent

Name of applicant or authorized agent

SUBSCRIBED AND SWORN to before me this 6th day of March, 2015.

Jill M Sopala
Notary Public

OFFICIAL SEAL
JILL M SOPALA
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:

Attachment 2

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

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 Weekley Homes

Owner's name (if different): Robert R. Dylla, Sr., Receiver for: Paul L. and Leslie A. Belluomini

Property address: 950 and 954 Madison St., Hinsdale, IL

Property legal description: [attach to this form] - attached

Present zoning classification: R4

Square footage of property: 45,678 square feet

Lot area per dwelling: See attached Plat and Site Plan

Lot dimensions: ___ x ___ See attached

Current use of property: Belluomini's Bar

Proposed use:
- [x] Single-family detached dwelling
- [ ] Other: _____

Approval sought:
- [ ] Building Permit
- [ ] Special Use Permit
- [x] Site Plan
- [ ] Design Review
- [ ] Other: _____
- [ ] Variation
- [ ] Planned Development
- [ ] Exterior Appearance

Brief description of request and proposal:

We want to subdivide the property into 4 conforming lots within the R4 SF District

Plans & Specifications: [submit with this form] See attached

	Provided:	Required by Code:
Yards:	See attached chart	
front:	_____	_____
interior side(s)	___/___	___/___

50% of Lot Area

TABLE OF COMPLIANCE

Address of subject property: _____

The following table is based on the R-4 Zoning District.

	Minimum Code Requirements	Proposed/Existing Development			
	R-4	1	2	3	4
Minimum Lot Area (s.f.)	10,000 SF	11,791	12886	10,135	10,845
Minimum Lot Depth	125	125.6'	125.6'	142.8'	142.8
Minimum Lot Width	70' interior 80' corner	70	80	70	70
Building Height		31.5	31.5	31.5	31.5
Number of Stories	3	3	3	3	3
Front Yard Setback	35'	35'	35'	35'	35'
Corner Side Yard Setback	35'	N/A	35'	N/A	N/A
Interior Side Yard Setback	8'	8'	8'	8'	8'
Rear Yard Setback	25'	25'	25'	25'	25'
Maximum Floor Area Ratio (F.A.R.)*					
Maximum Total Building Coverage*	25% *	3200sf 27%	3080 24%	2500 25%	2600 24%
Maximum Total Lot Coverage*	50%	46%	35%	35%	35%
Parking Requirements	3 per unit	4743.7	4134.	3096	3276
Parking front yard setback					
Parking corner side yard setback					
Parking interior side yard setback					
Parking rear yard setback					
Loading Requirements					
Accessory Structure Information					

* 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: _____

	Provided:	Required by Code:
corner side		
rear		
Setbacks (businesses and offices): N/A		
front:		
interior side(s)	/	/
corner side		
rear		
others:		
Ogden Ave. Center:		
York Rd. Center:		
Forest Preserve:		
Building heights:		
principal building(s):	TBD	Per R4 code
accessory building(s):	N/A	N/A
Maximum Elevations:		
principal building(s):	TBD	Per R4 code
accessory building(s):	N/A	N/A
Dwelling unit size(s):	TBD	TBD
Total building coverage:	TBD	TBD
Total lot coverage:	TBD	Per R4 code
Floor area ratio:	TBD	Per R4 code
Accessory building(s):	None	

Spacing between buildings: [depict on attached plans] N/A

principal building(s):			
accessory building(s):			

Number of off-street parking spaces required: _____
Number of loading spaces required: _____

Statement of applicant:

I swear/affirm that the information provided in this form is true and complete. I understand that any omission of applicable or relevant information from this form could be a basis for denial or revocation of the Certificate of Zoning Compliance.

By: Kevin V Seay
Applicant's signature

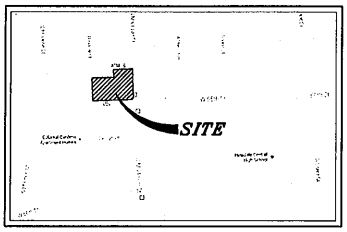
Kevin V. Seay on behalf of David Weekley Homes
Applicant's printed name

Dated: March 3, 2015

TENTATIVE PLAT / FINAL PLAT OF SUBDIVISION
OF
WEEKLEY SUBDIVISION

BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN, DUPAGE COUNTY ILLINOIS.

CURRENT P.I.N.:
09-11-431-008
09-11-431-009
09-11-431-010
09-11-431-011
09-11-431-012
09-11-431-013
09-11-431-035
09-11-431-037



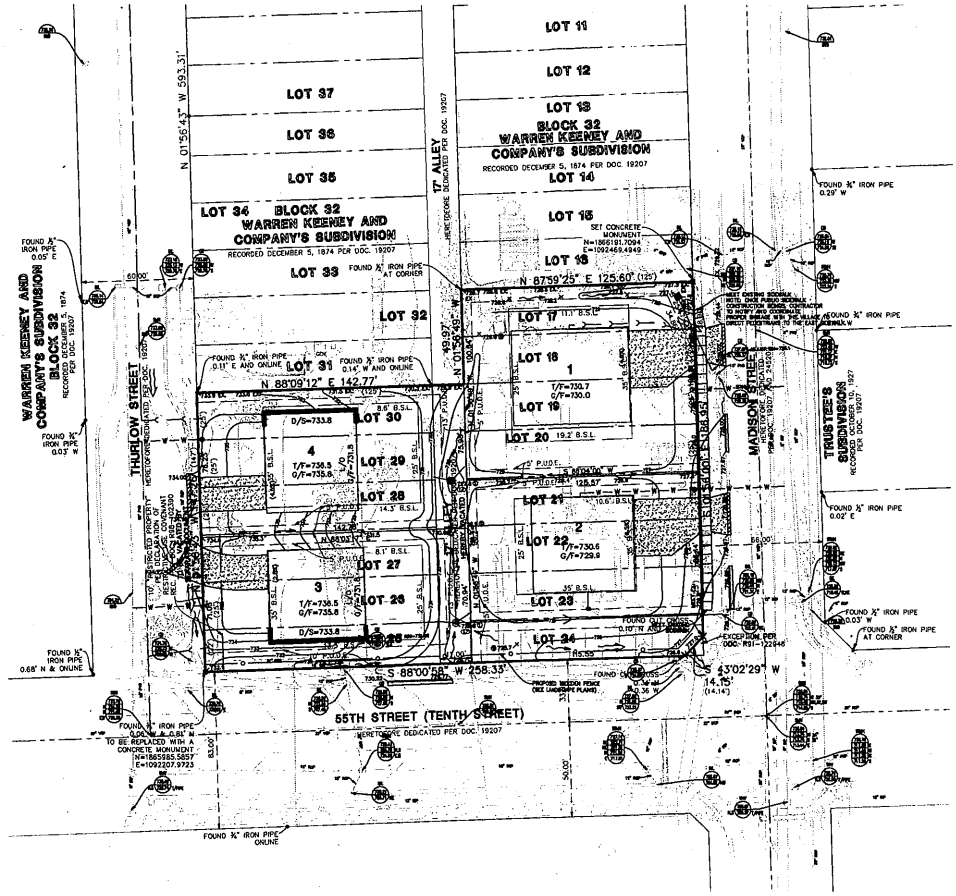
LOCATION MAP
(NOT TO SCALE)

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

BASIS OF BEARINGS
BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL TIME KINEMATIC (RTK) GPS METHODS

SURVEY PREPARED FOR
DAVID WEEKLEY HOMES
1930 N. THOREAU DRIVE, SUITE 160
SCHAUMBURG, ILLINOIS 60173

LEGEND
- = EXISTING BOUNDARY LINE
- = EXISTING EASEMENT LINE
- = EXISTING LOT LINE
- = PROPOSED EASEMENT LINE
- = EX. CONCRETE CURB & GUTTER
- = EX. DEPRESSED CURB
- = EX. SIDEWALK
- = EX. EDGE OF PAVEMENT
- = EX. TREE/BRUSH LINE
- (0.00) = RECORD DIMENSION
- 0.00 = LOT DIMENSION
- B.S.L. = BUILDING SETBACK LINE
- P.U.D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
- 8" = EX. DECIDUOUS TREE WITH TRUNK DIAMETER IN INCHES
- 18' = EX. COMIFEROUS TREE WITH HEIGHT IN FEET
- = EX. BUSHES
- 734.00 = EX. ELV. ELEVATION
- 734.00 = PROPOSED INVERT ELEVATION
- = FOUND IRON PIPE OR ROD
- = FOUND CONCRETE MONUMENT
- = FOUND CUT CROSS
- = EX. 1 FOOT CONTOURS
- = EX. SPOT ELEVATION
- = EX. SIGN
- = EX. MAILBOX
- = EX. WOOD FENCE
- = SET CONCRETE MONUMENT
- = EX. GAS METER
- = EX. GAS MARKER JULIE
- = EX. STORM LINE
- = EX. SANITARY LINE
- = EX. WATERMAIN LINE
- = EX. UNDERGROUND GAS
- = EX. UNDERGROUND ELECTRICAL
- = EX. OVERHEAD WIRES
- = EX. TRAFFIC SIGNAL
- = EX. TRAFFIC SIGNAL WITH ARM
- = EX. TRAFFIC SIGNAL MANHOLE
- = EX. TRAFFIC SIGNAL DOUBLE MANHOLE
- = EX. ELECTRIC METER
- = EX. JULIE ELECTRIC MARKER
- = EX. UTILITY POLE
- = EX. GUY WIRE
- = EX. AIR CONDITIONING UNIT
- = EX. FIRE HYDRANT/AUX. VALVE
- = EX. VALVE BOX
- = EX. VALVE VAULT (V.V.)
- = EX. BUFFALO BOX
- = EX. AUXILIARY VALVE
- = EX. SANITARY MANHOLE (SMH)
- = EX. STORM MANHOLE (MH)
- = EX. STORM CATCH BASIN (CB)
- = EX. STORM INLET (INL)
- = EX. ASPHALT
- = EX. CONCRETE
- = EX. CONCRETE, BLOCK OR WOOD RETAINING WALL/PLANTER
- T/F = TOP OF FOUNDATION
- F/F = FINISHED FLOOR
- G/F = GARAGE FLOOR
- = PROPOSED OVERFLOW RELIEF SWALE
- = PROPOSED DITCH OR SWALE



SEND TAX BILL TO:
DAVID WEEKLEY HOMES
1930 N. THOREAU DRIVE, SUITE 160
SCHAUMBURG, ILLINOIS 60173

BULK RESTRICTIONS
A. MAXIMUM HEIGHT
1. PRINCIPAL STRUCTURES: (b) 3 STORIES
2. ACCESSORY STRUCTURES: 15 FEET
B. MAXIMUM ELEVATION
1. PRINCIPAL STRUCTURES: (a) SMALLEST SIDE YARD PROVIDED OF 14' OR LESS: 35.5' PLUS 0.75' FOR EVERY FOOT OF SIDE YARD PROVIDED IN EXCESS OF 8' AND NOT MORE THAN 14', BUT NOT TO EXCEED 40'
C. Minimum lot area and dimensions:
1. TOTAL LOT AREA = 10,000 S.F.
2. LOT AREA PER UNIT 10,000 S.F.
3. LOT WIDTH:
a. INTERIOR LOT: 70 FEET
b. CORNER LOT: 80 FEET
4. LOT DEPTH:125 FEET
D. MINIMUM YARDS:
1. FRONT: 35 FEET
2. MINIMUM SIDE YARDS:
a. CORNER LOT:
• CORNER SIDE: 35 FEET
• INTERIOR SIDE: 8 FEET
b. INTERIOR LOT:
• MINIMUM PER YARD: 8 FEET
3. REAR:
a. CORNER LOT: 25 FEET
b. INTERIOR LOT: 25 FEET
E. MAXIMUM FLOOR AREA RATIO:
1.
2. LOTS WITH A TOTAL LOT AREA EQUAL TO OR GREATER THAN 10,000 SQUARE FEET BUT NOT GREATER THAN 20,000 SQUARE FEET: 0.24 PLUS 1,200 SQUARE FEET
F. MAXIMUM BUILDING COVERAGE:
1. MAXIMUM COMBINED TOTAL PRINCIPAL AND ACCESSORY USES: 25%
2. MAXIMUM TOTAL ACCESSORY USES: 10%
G. MAXIMUM LOT COVERAGE, AS DEFINED IN SECTION 12-206 OF THIS CODE: 50%
H. MINIMUM SPACING BETWEEN PRINCIPAL AND ACCESSORY STRUCTURES: 10'

SURVEYED AREA
LOT 1: 12,649 SQUARE FEET (0.290 ACRES ±)
LOT 2: 12,028 SQUARE FEET (0.276 ACRES ±)
LOT 3: 10,135 SQUARE FEET (0.233 ACRES ±)
LOT 4: 10,866 SQUARE FEET (0.249 ACRES ±)
TOTAL: 45,678 SQUARE FEET (1.048 ACRES ±)

CURRENT ZONING
R-4 – SINGLE FAMILY RESIDENTIAL

GENERAL NOTES
1. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF.
2. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.
3. THERE MAY BE ADDITIONAL TERMS, POWERS, PROVISIONS AND LIMITATIONS CONTAINED IN AN ABSTRACT DEED, LOCAL ORDINANCES, DEEDS, TRUSTS, COVENANTS OR OTHER INSTRUMENTS OF RECORD.
4. COMPARE ALL POINTS BEFORE BUILDING BY SAME AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.
5. ⊡ DENOTES CONCRETE MONUMENTS TO BE SET.
6. IN ACCORDANCE WITH CHAPTER 765 ILCS SECTION 205/1 5/8" X 24" LONG IRON RODS WILL BE SET AT ALL PROPERTY CORNERS AND POINTS OF GEOMETRIC CHANGE.
7. THERE IS NO VEHICULAR ACCESS PERMITTED ONTO 55TH STREET FROM LOTS 2 AND 3

SHEET INDEX

SHEET 1 OF 2	BOUNDARY, EASEMENT, LOT DETAIL AND SETBACK INFORMATION.
SHEET 2 OF 2	LEGAL DESCRIPTION, PROVISION LANGUAGE AND CERTIFICATES.

© 2015 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

SHEET 1 OF 2
DWH-HDL01
PROJ MGR: SJP
PROJ ASSOC: CNB
DRAWN BY: CNB
DATE: 04-07-15
SCALE: 1"=30'

WEEKLEY SUBDIVISION
VILLAGE OF HINSDALE, ILLINOIS
TENTATIVE PLAT / FINAL PLAT OF SUBDIVISION

Manhard CONSULTING
700 Springer Drive, Lombard, IL 60148 ph:630.681.6300 fx:630.681.6685 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

DATE	REVISIONS	DRAWN BY
05-07-15	REVISED PER VILLAGE REVIEW	CNB
05-07-15	REVISED PER VILLAGE REVIEW	CNB

TENTATIVE PLAT / FINAL PLAT OF SUBDIVISION
OF
WEEKLEY SUBDIVISION

BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN, DUPAGE COUNTY ILLINOIS.

CURRENT P.I.N.:
09-11-431-008
09-11-431-009
09-11-431-010
09-11-431-011
09-11-431-012
09-11-431-013
09-11-431-036
09-11-431-037

OWNER'S CONSENT

STATE OF _____)
)SS
COUNTY OF _____)

THE UNDERSIGNED, _____ HEREBY CERTIFIES THAT HE/SHE/THEY/IT IS THE HOLDER OF THE LEGAL TITLE OF ALL OF THE PROPERTY DESCRIBED HEREON AND THAT IT HAS CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT HEREON DRAWN. THIS IS TO ALSO CERTIFY THAT_____.

AS OWNER OF THE PROPERTY DESCRIBED AS WEEKLY SUBDIVISION AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF OUR KNOWLEDGE THE SCHOOL DISTRICT IN WHICH EACH OF THE FOLLOWING LOTS LIE.

LOT NUMBER(S)	SCHOOL DISTRICT
ALL	GRADE SCHOOL DISTRICT NO. 181 HIGH SCHOOL DISTRICT NO. 86 JUNIOR COLLEGE DISTRICT NO. 502

DATED THIS ____ DAY OF _____, A.D., 2015.

BY: _____

BY: _____

NOTARY PUBLIC

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ OF _____ WHO IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS ___ DAY OF _____, A.D., 2015.

_____
NOTARY PUBLIC

BOARD OF TRUSTEES

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE COUNTY, ILLINOIS AT A MEETING HELD THIS _____DAY OF _____, A.D. 2015.

BY: _____
PRESIDENT OF THE BOARD OF TRUSTEES

ATTEST: _____
VILLAGE CLERK

VILLAGE ENGINEER

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF HINSDALE, ILLINOIS, ON THIS ____ DAY OF _____, A.D. ,2015.

_____
VILLAGE ENGINEER

VILLAGE PLANNING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, THE UNDERSIGNED, AS CHAIRMAN OF THE PLANNING COMMISSION OF THE VILLAGE OF HINSDALE, COOK AND DUPAGE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THIS DOCUMENT HAS BEEN APPROVED BY SAID PLANNING COMMISSION THIS ___DAY OF_____, A.D., 20___.

PLANNING COMMISSION, VILLAGE OF HINSDALE

_____
CHAIRMAN

_____
PLEASE TYPE/PRINT NAME

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

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

VACATION OF PART OF 17' ALLEY APPROVED AND ACCEPTED

AUTHORITIES ON SIGNING THIS DOCUMENT HEREBY RELEASE AND CONSENT TO THE RELEASE, VACATION AND ABROGATION OF PART OF A 17 FOOT ALLEY, AS DEDICATED PER DOCUMENT NUMBER 19207 AND AS SHOWN HEREON:

ACCEPTED: _____ DATE: _____
AT&T (SBC, AMERITECH)

_____
PRINTED NAME AND TITLE

ACCEPTED: _____ DATE: _____
COMMONWEALTH EDISON COMPANY

_____
PRINTED NAME AND TITLE

ACCEPTED: _____ DATE: _____
NORTHERN ILLINOIS GAS COMPANY

_____
PRINTED NAME AND TITLE

ACCEPTED: _____ DATE: _____
COMCAST CABLE COMPANY

_____
PRINTED NAME AND TITLE

ACCEPTED: _____ DATE: _____
VILLAGE OF HINSDALE

_____
PRINTED NAME AND TITLE

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, NO UNPAID CURRENT GENERAL TAXES AND NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____, A.D., 2015.

_____
COUNTY CLERK

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS ON THE _____ DAY OF _____, A.D., 2015, AT _____ O'CLOCK ___M.

_____
RECORDER

SURFACE WATER STATEMENT

STATE OF ILLINOIS)
) S.S.
COUNTY OF DuPAGE)

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

DATED THIS ___ DAY OF _____, 2015.

_____
(ENTER ENGINEERS NAME HERE)
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
ILLINOIS REGISTRATION NUMBER 062-_____

LICENSE EXPIRES NOVEMBER 30, 2015

OWNER: _____ ATTORNEY: _____

PERMISSION TO RECORD

STATE OF ILLINOIS)
) S.S.
COUNTY OF DuPAGE)

I, SAMUEL J. PHILLIPPE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO A REPRESENTATIVE OF _____ TO RECORD THIS PLAT. THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

DATED THIS ___ DAY OF _____, A.D. 2015.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003699
LICENSE EXPIRES NOVEMBER 30, 2016

SAMUEL J. PHILLIPPE 3699 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS LOMBARD, ILLINOIS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF DuPAGE)

THIS IS TO CERTIFY THAT I, SAMUEL J. PHILLIPPE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29 AND 30 IN BLOCK 32 IN WARREN KEENEY AND COMPANY'S SUBDIVISION, BEING A RESUBDIVISION OF BLOCKS 25, 27, 30, 31 AND 32 IN STOUGH'S SECOND ADDITION TO HINSDALE, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 1874, AS DOCUMENT 19207, IN DUPAGE COUNTY, ILLINOIS.

AND

LOT 24 (EXCEPT THAT PART THEREOF CONVEYED BY INSTRUMENT RECORDED SEPTEMBER 19, 1991 AS DOCUMENT R91-122949, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 24, THENCE RUNNING WEST ALONG THE SOUTH LINE OF SAID LOT 24, A DISTANCE OF 10 FEET, THENCE NORTHEASTERLY A DISTANCE OF 14.14 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID LOT 24, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 24 A DISTANCE OF 10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING), IN WARREN KEENEY AND COMPANY'S SUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 1874, AS DOCUMENT 19207, IN DUPAGE COUNTY, ILLINOIS.

SUBDIVIDED PROPERTY CONTAINS 1.049 ACRES, MORE OR LESS AND ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

THIS IS ALSO TO DECLARE THAT THE PROPERTY AS DESCRIBED ON THE ANNEXED PLAT LIES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF HINSDALE WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWER AUTHORIZED BY THE STATE OF ILLINOIS IN ACCORDANCE WITH 65 ILCS 5/11-12-8 AS HERETOFORE AND HEREAFTER AMENDED.

I FURTHER CERTIFY THAT, BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 17043C0903H, WITH AN EFFECTIVE DATE OF DECEMBER 16, 2004, THE LAND SHOWN ON THIS PLAT IS LOCATED WITHIN ZONE X.

DATED THIS ___ DAY OF _____, 20___.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003699
LICENSE EXPIRES NOVEMBER 30, 2016

DESIGN FIRM PROFESSIONAL LICENSE NO. 184003350
LICENSE EXPIRES APRIL 30, 2015

DATE OF FIELD SURVEY: DECEMBER 2, 2014

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

SAMUEL J. PHILLIPPE 3699 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS LOMBARD, ILLINOIS

© 2015 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

SHEET 2 OF 2 SHEETS
DWH-HDILO1

PROJ MGR.: SJP
PROJ ASSOC.: CNB
DRAWN BY: CNB
DATE: 04-07-15
SCALE: 1"=30'

WEEKLEY SUBDIVISION
VILLAGE OF HINSDALE, ILLINOIS
TENTATIVE PLAT / FINAL PLAT OF SUBDIVISION

Manhard CONSULTING LTD
700 Springer Drive, Lombard, IL 60148 ph:630.681.8600 fx:630.681.8690 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

	DATE	REVISIONS	DRAWN BY
1			
2			
3			
4			
5			
A	05-07-15	REVISED PER VILLAGE REVIEW	CNB
B	04-07-15	REVISED PER VILLAGE REVIEW	CNB

50% of Variance

TABLE OF COMPLIANCE

Address of subject property: _____

The following table is based on the R-4 Zoning District.

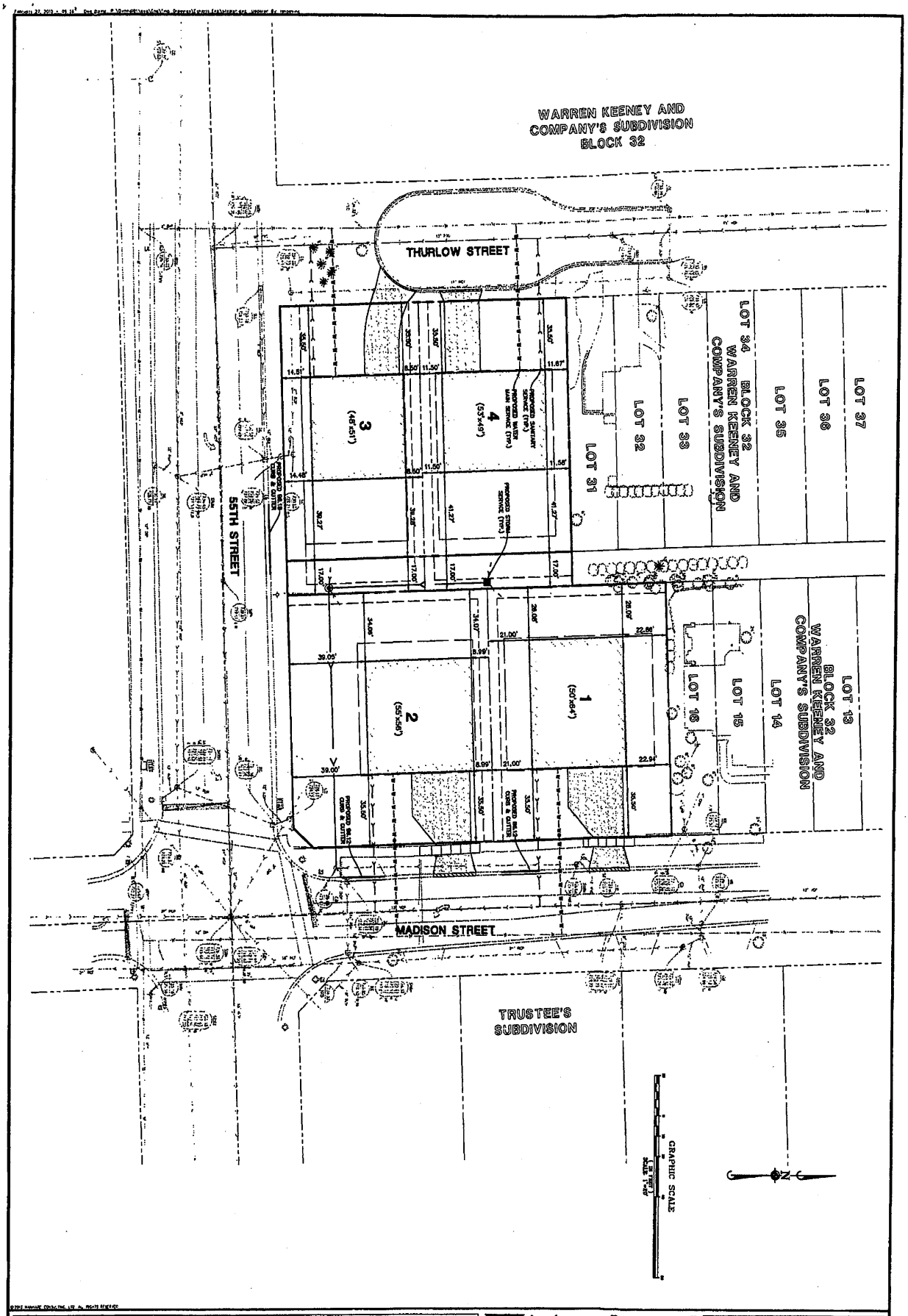
	Minimum Code Requirements	Proposed/Existing Development			
	R-4	1	2	3	4
Minimum Lot Area (s.f.)	10,000 SF	11,791	12886	10,135	10,865
Minimum Lot Depth	125	125.6'	125.6'	142.8'	142.8
Minimum Lot Width	70' interior 80' corn	70	80	70	70
Building Height		31.5	31.5	31.5	31.5
Number of Stories	3	3	3	3	3
Front Yard Setback	35'	35'	35'	35'	35'
Corner Side Yard Setback	35'	N/A	35'	N/A	N/A
Interior Side Yard Setback	8'	8'	8'	8'	8'
Rear Yard Setback	25'	25'	25'	25'	25'
Maximum Floor Area Ratio (F.A.R.)*					
Maximum Total Building Coverage*	25% *	3200 sf 27%	3080 24%	2500 25%	2600 24%
Maximum Total Lot Coverage*	50%	45%	35%	35%	39%
Parking Requirements	3 per unit	4743.7	4134.	3096	3276
Parking front yard setback					
Parking corner side yard setback					
Parking interior side yard setback					
Parking rear yard setback					
Loading Requirements					
Accessory Structure Information					

* 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: _____

_____

_____



WEEKLEY SUBDIVISION

VILLAGE OF HINSDALE, ILLINOIS

PRELIMINARY SITE PLAN

Manhard CONSULTING LTD

FOR REVIEW ONLY

Attachment 2

SUBDIVISION APPLICATION

TO: **ENVIRONMENTAL & PUBLIC SERVICES COMMITTEE**
c/o Engineering Department
19 E. Chicago Avenue
Hinsdale, Illinois 60521
(630) 789-7033

Date Filed: March 3, 2015

Subdivision Title: Weekley Subdivision

Street Address: 950 and 954 S. Madison Street, Hinsdale, IL

Existing Square Footage: 45,678 Proposed Square Footage: 45,678 Zoning District R4

Permanent Index Number(s): See attached Exhibit A

Name of Applicant: David Weekley Homes

Address of Applicant: 1930 N. Thoreau Dr., Suite 160, Schaumburg, IL 60173

Applicant's Phone/Fax Number: (847) 241-4310

Applicant's E-Mail: kseay @ dwhomes.com

Applicant's Signature: Kevin V. Seay

Property Owner: Robert R. Dylla, Sr. receiver for: Paul L. and Leslie A. Bellnomini

Owner's Address: 3321 Hobson Road, Suite A, Woodridge, IL 60517

Owner's Signature: Robert R. Dylla, Sr. Receiver

FOR OFFICE USE ONLY

Accompanying this application are the following:

- Subdivision Application
- 3 Folded Copies of Plat of Subdivision (Do Not Sign Copies) *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.

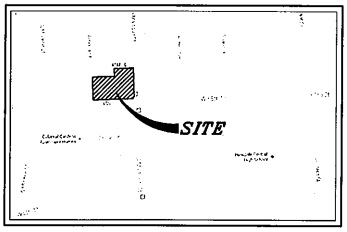
09 -11-431-008
09 -11-431-009
09 -11-431-010
09 -11-431-011
09 -11-431-012
09 -11-431-013
09 -11-431-030
09 -11-431-031
09 -11-431-032
09 -11-431-034

May 7, 2015 - 17:08 Dwg Name: P:\DWH\P01\Live\Surv\Final Drawings\Plat of Subdivision\DWH-PLOT - TP and FS.dwg Updated By: dbarrel

TENTATIVE PLAT / FINAL PLAT OF SUBDIVISION OF WEEKLEY SUBDIVISION

BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN, DUPAGE COUNTY ILLINOIS.

CURRENT P.I.N.:
09-11-431-008
09-11-431-009
09-11-431-010
09-11-431-011
09-11-431-012
09-11-431-013
09-11-431-036
09-11-431-037



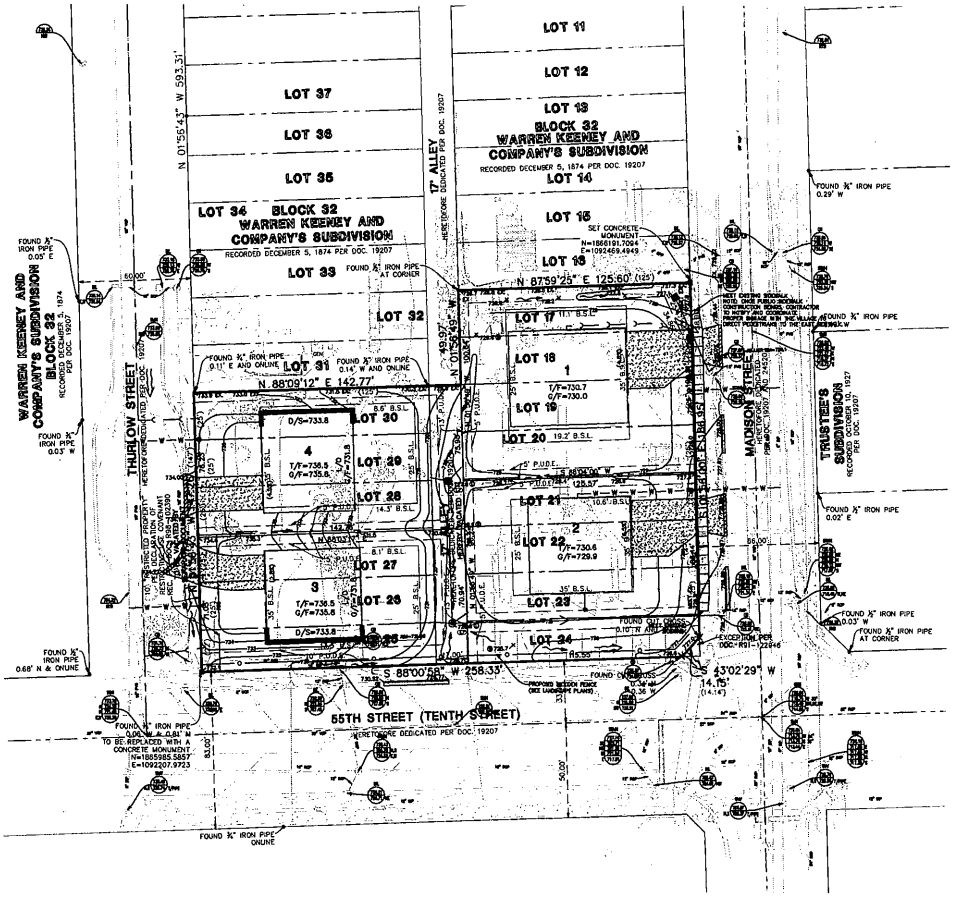
LOCATION MAP
(NOT TO SCALE)

GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft.

BASIS OF BEARINGS
BEARINGS ARE BASED UPON THE ILLINOIS STATE PLANE COORDINATE SYSTEM OF 1983, EAST ZONE, ADJUSTED TO GROUND VALUES, AS ESTABLISHED BY REAL TIME KINEMATIC (RTK) GPS METHODS

SURVEY PREPARED FOR
DAVID WEEKLEY HOMES
1930 N. THOREAU DRIVE, SUITE 160
SCHAUMBURG, ILLINOIS 60173

LEGEND
- = EXISTING BOUNDARY LINE
- = EXISTING EASEMENT LINE
- = EXISTING LOT LINE
- = PROPOSED EASEMENT LINE
- = EX. CONCRETE CURB & GUTTER
- = EX. DEPRESSED CURB
- = EX. SIDEWALK
- = EX. EDGE OF PAVEMENT
- = EX. TREE/BRUSH LINE
- (0.00) = RECORD DIMENSION
- 0.00 = LOT DIMENSION
- B.S.L. = BUILDING SETBACK LINE
- P.U.D.E. = PUBLIC UTILITY & DRAINAGE EASEMENT
- = EX. DECIDUOUS TREE WITH TRUNK DIAMETER IN INCHES
- = EX. CONIFEROUS TREE WITH HEIGHT IN FEET
- = EX. BUSHES
- = EX. R.M. ELEVATION / EX. INVERT ELEVATION
- = FOUND IRON PIPE OR ROD
- = FOUND CONCRETE MONUMENT
- = FOUND CUT CROSS
- = EX. 1 FOOT CONTOURS
- = EX. SPOT ELEVATION
- = EX. SIGN
- = EX. MAILBOX
- = EX. WOOD FENCE
- = SET CONCRETE MONUMENT
- = EX. GAS METER
- = EX. GAS MARKER JULIE
- = EX. STORM LINE
- = EX. SANITARY LINE
- = EX. WATERMAIN LINE
- = EX. UNDERGROUND GAS
- = EX. UNDERGROUND ELECTRICAL
- = EX. OVERHEAD WIRES
- = EX. TRAFFIC SIGNAL
- = EX. TRAFFIC SIGNAL WITH ARM
- = EX. TRAFFIC SIGNAL MANHOLE
- = EX. TRAFFIC SIGNAL DOUBLE MANHOLE
- = EX. ELECTRIC METER
- = EX. JULIE ELECTRIC MARKER
- = EX. UTILITY POLE
- = EX. GUY WIRE
- = EX. AIR CONDITIONING UNIT
- = EX. FIRE HYDRANT/AUX. VALVE
- = EX. VALVE BOX
- = EX. VALVE VAULT (V.V.)
- = EX. BUFFALO BOX
- = EX. AUXILIARY VALVE
- = EX. SANITARY MANHOLE (SMH)
- = EX. STORM MANHOLE (MH)
- = EX. STORM CATCH BASIN (CB)
- = EX. STORM INLET (INL)
- = EX. ASPHALT
- = EX. CONCRETE
- = EX. CONCRETE, BLOCK OR WOOD RETAINING WALL/PLANTER
- T/F = TOP OF FOUNDATION
- F/F = FINISHED FLOOR
- G/F = GARAGE FLOOR
- = PROPOSED OVERFLOW RELIEF SWALE
- = PROPOSED DITCH OR SWALE


LOT 11
LOT 12
LOT 13
BLOCK 32
WARREN KEENEY AND COMPANY'S SUBDIVISION
RECORDED DECEMBER 5, 1874 PER DOC. 19207
LOT 14
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 23
LOT 24
LOT 25
LOT 26
LOT 27
LOT 28
LOT 29
LOT 30
LOT 31
LOT 32
LOT 33
LOT 34
LOT 35
LOT 36
LOT 37
N 01°56'43" W 593.31'
N 87°59'25" E 125.60' (128')
N 88°09'12" E 142.77'
S 88°00'58" W 258.33'
S 43°02'29" W
14.15' (14.14')
40.97'
N 01°56'43" W
T/F=730.7 G/F=730.0
T/F=730.6 G/F=729.9
T/F=730.5 G/F=735.8
T/F=736.5 G/F=735.8
D/S=733.8
4
3
1
2
WARREN KEENEY AND COMPANY'S SUBDIVISION BLOCK 32 RECORDED DECEMBER 5, 1874 PER DOC. 19207
TRUSTEE'S SUBDIVISION RECORDED OCTOBER 27, 1927 PER DOC. 19207
THURLOW STREET
MADISON STREET
17' ALLEY HEREBY DEDICATED PER DOC. 19207
55TH STREET (TENTH STREET)
HEREBY DEDICATED PER DOC. 19207
SET CONCRETE MONUMENT N=1866191.7064 E=1092469.4949
FOUND ¾" IRON PIPE 0.29' W
FOUND ¾" IRON PIPE 0.14' W AND ONLINE
FOUND ¾" IRON PIPE 0.11' E AND ONLINE
FOUND ¾" IRON PIPE 0.05' E
FOUND ¾" IRON PIPE 0.03' W
FOUND ¾" IRON PIPE 0.68' N & ONLINE
FOUND ¾" IRON PIPE 0.02' E
FOUND ¾" IRON PIPE 0.03' W
FOUND ¾" IRON PIPE AT CORNER
FOUND ¾" IRON PIPE AT CORNER
FOUND ¾" IRON PIPE ONLINE
FOUND IRON PIPE 0.10' N AND W
FOUND CUT CROSS 0.34' W
FOUND CUT CROSS
EXCEPTION PER DOC. R91-122646
FOUND ¾" IRON PIPE TO BE REPLACED WITH A CONCRETE MONUMENT N=1865985.5857 E=1092207.9723
0.04' W & 0.84' N
RESTRICTED PROPERTY DEDICATION PLAT RECORDED DOCUMENT R2000-230230
4' HIGH WOVEN WIRE FENCE (SEE LANDSCAPE PLANS)
EXISTING WOODEN FENCE (SEE LANDSCAPE PLANS)
SET EXISTING MONUMENT
CONSTRUCTION ZONE, CONTRACTOR TO PROTECT PUBLIC MONUMENT
CONSTRUCTION ZONE, CONTRACTOR TO PROTECT PUBLIC MONUMENT AND PROVIDE SAFE PASSAGE AROUND DIRECT PEDESTRIANS TO THE EAST
FOUND ¾" IRON PIPE AT CORNER
FOUND ¾" IRON PIPE 0.03' W
FOUND ¾" IRON PIPE AT CORNER
FOUND ¾" IRON PIPE ONLINE
S 88°00'58" W 258.33'
S 43°02'29" W
14.15' (14.14')
60.00'
50.00'
90.00'
5' P.U.D.E.
25' B.S.L.
35' B.S.L.
8.6' B.S.L.
8.1' B.S.L.
14.3' B.S.L.
19.2' B.S.L.
10.6' B.S.L.
125.57'
125.57'
125.57'

DAVID WEEKLEY HOMES
1930 N. THOREAU DRIVE, SUITE 160
SCHAUMBURG, IL 60173
(847) 812-3119

Proposed Improvements
for

WEEKLEY SUBDIVISION

HINSDALE, ILLINOIS

STANDARD SYMBOLS

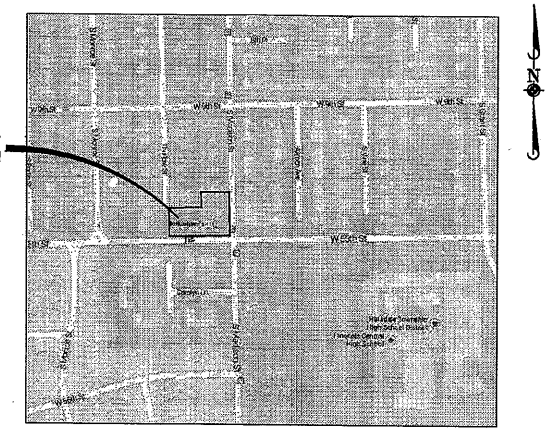
EXISTING / PROPOSED

STORM SEWER
SANITARY SEWER
FORCEMAIN
GRANITE
WATER MAIN
ELECTRIC
GAS
TELEPHONE
SANITARY MANHOLE
STORM MANHOLE
CATCH BASIN
STORM INLET
CLEANOUT
HAY BALES
RIP RAP
VALVE IN VAULT
VALVE IN BOX
FIRE HYDRANT
BUFFALO BOX
FLARED END SECTION
STREET LIGHT
SUMMIT / LOW POINT
TOP ELEVATION
INVERT ELEVATION
DITCH OR SWALE
DIRECTION OF FLOW
OVERFLOW RELIEF SWALE
1 FOOT CONTOURS
CURB AND GUTTER
DEPRESSED CURB AND GUTTER
REVERSE CURB AND GUTTER
SIDEWALK
DETECTABLE WARNINGS
PROPERTY LINE
EASEMENT LINE
SETBACK LINE
MAIL BOX
SIGN
TRAFFIC SIGNAL
POWER POLE
GUY WIRE
GAS VALVE
HANDHOLE
ELECTRICAL EQUIPMENT
TELEPHONE EQUIPMENT
CHAIN-LINK FENCE
SPOT ELEVATION
BRUSH/TREE LINE
DECIDUOUS TREE WITH TRUNK DIA. IN INCHES (TDIA)
CONIFEROUS TREE WITH HEIGHT IN FEET (TRH)
SILT FENCE
RETAINING WALL
WETLAND

ABBREVIATIONS

ADJ	ADJUST	F/A	FLOW LINE	PVT	POINT OF VERTICAL TANGENCY
AGG.	AGGREGATE	FM	FORCE MAIN	P	PAVEMENT
ARCH	ARCHITECT	G	GROUND	P.U.D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT
B.A.M.	BITUMINOUS AGGREGATE MIXTURE	GAS	GAS	R	RADIUS
B-B	BACK TO BACK	G/F	GRADE AT FOUNDATION	R.O.W.	RIGHT-OF-WAY
B/P	BOTTOM OF PIPE	G/WALL	GRADE AT WALL	RCP	REINFORCED CONCRETE PIPE
B/W	BACK OF WALK	GM	GENERAL MERCHANDISE	REM	REMOVAL
B-BOX	BUFFALO BOX	GR	GROCERY	REV	REVERSE
BIT.	BITUMINOUS	GW	GUY WIRE	RR	RAILROAD
BM	BENCHMARK	HDWL	HEADWALL	RT	RIGHT
B.S.B.	BY OTHERS	HH	HANDHOLE	SAN	SANITARY
C.E.	COMMERCIAL ENTRANCE	HWL	HIGH WATER LEVEL	SF	SQUARE FOOT
CB	CATCH BASIN	HYD.	HYDRANT	SHLD.	SHOULDER
C.	CENTERLINE	INL	INLET	SL	STREET LIGHT
CLID	CLOSED LID	INV.	INVERT	SMH	SANITARY MANHOLE
CMP	CORRUGATED METAL PIPE	I	IRON PIPE	ST	STORM
CNTRL	CONTROL	MAX.	MAXIMUM	STA.	STATION
C.O.	CLEANOUT	MB	MAILBOX	STD	STANDARD
CONC.	CONCRETE	M/E	MEET EXISTING	SW	SIDEWALK
CY	CUBIC YARD	MH	MANHOLE	SY	SQUARE YARDS
D	DITCH	MIN.	MINIMUM	TBR	TO BE REMOVED
DIA.	DIAMETER	NWL	NORMAL WATER LEVEL	T	TELEPHONE
DIP	DUCTILE IRON PIPE	OLID	OPEN LID	T-A	TYPE A
DWM	DUCTILE IRON WATER MAIN	P.E.	PERPETUAL ENTRANCE	T/C	TOP OF CURB
DS	DOWNSPOUT	P.C.	POINT OF CURVE	T/F	TOP OF FOUNDATION
DT	DRAIN TILE	P.C.C.	POINT OF COMPOUND CURVE	T/P	TOP OF PIPE
E	ELECTRIC	P.G.	PROFILE GRADE LINE	T/W	TOP OF WALK
E-E	EDGE TO EDGE	P.I.	POINT OF INTERSECTION	T/WALL	TOP OF WALL
ELEV.	ELEVATION	P.L.	PROPERTY LINE	TEMP.	TEMPORARY
E/P	EDGE OF PAVEMENT	P.P.	POWER POLE	TRANS	TRANSFORMER
EX.	EXISTING	PROP.	PROPOSED	V.B.	VALVE BOX
F.E.	FIRE ENTRANCE	P.T.	POINT OF TANGENCY	VCP	VITRIFIED CLAY PIPE
F.G.	FACE TO FACE	PVC	POLYVINYL CHLORIDE PIPE	V.V.	VALVE VAULT
F.F.	FINISHED FLOOR	PVC	POINT OF VERTICAL CURVE	W.L.	WATER LEVEL
FES	FLARED END SECTION	PVI	POINT OF VERTICAL INTERSECTION	WM	WATER MAIN

PROJECT LOCATION


WILLOW
WHITE OAK
WARREN
WARREN
WARREN

May 7, 2015 - 17:06 Dwg Name: P:\Projects\2015\dwg\Surv\Final Drawings\Plat of Subdivision\DWH2015L01-TP and FS.dwg Updated By: dboone

TENTATIVE PLAT / FINAL PLAT OF SUBDIVISION
OF
WEEKLEY SUBDIVISION

BEING A SUBDIVISION IN THE NORTH HALF OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN, DUPAGE COUNTY ILLINOIS.

CURRENT P.I.N.:
09-11-431-008
09-11-431-009
09-11-431-010
09-11-431-011
09-11-431-012
09-11-431-013
09-11-431-036
09-11-431-037

OWNER'S CONSENT

STATE OF _____)
)SS
COUNTY OF _____)

THE UNDERSIGNED, _____, HEREBY CERTIFIES THAT HE/SHE/THEY/IT IS THE HOLDER OF THE LEGAL TITLE OF ALL OF THE PROPERTY DESCRIBED HEREON AND THAT IT HAS CAUSED SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS

SHOWN ON THE PLAT HEREON DRAWN. THIS IS TO ALSO CERTIFY THAT_____

AS OWNER OF THE PROPERTY DESCRIBED AS WEEKELY SUBDIVISION AND LEGALLY DESCRIBED ON THE PLAT OF THE SAME NAME, HAVE DETERMINED TO THE BEST OF OUR KNOWLEDGE THE SCHOOL DISTRICT IN WHICH EACH OF THE FOLLOWING LOTS LIE.

LOT NUMBER(S)	SCHOOL DISTRICT
ALL	GRADE SCHOOL DISTRICT NO. 181 HIGH SCHOOL DISTRICT NO. 86 JUNIOR COLLEGE DISTRICT NO. 502

DATED THIS ____ DAY OF _____ A.D., 2015.

BY: _____

BY: _____

NOTARY PUBLIC

STATE OF _____)
)SS
COUNTY OF _____)

I, _____, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT _____ AND _____ OF _____ WHO IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL THIS ____ DAY OF _____, A.D., 2015.

_____
NOTARY PUBLIC

BOARD OF TRUSTEES

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

ACCEPTED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE COUNTY, ILLINOIS AT A MEETING HELD THIS _____DAY OF _____ A.D. 2015.

BY: _____
PRESIDENT OF THE BOARD OF TRUSTEES

ATTEST: _____
VILLAGE CLERK

VILLAGE ENGINEER

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

APPROVED BY THE VILLAGE ENGINEER OF THE VILLAGE OF HINSDALE, ILLINOIS, ON THIS ____ DAY OF _____, A.D. ,2015.

_____
VILLAGE ENGINEER

VILLAGE PLANNING COMMISSION CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, THE UNDERSIGNED, AS CHAIRMAN OF THE PLANNING COMMISSION OF THE VILLAGE OF HINSDALE, COOK AND DUPAGE COUNTIES, ILLINOIS, DO HEREBY CERTIFY THAT THIS DOCUMENT HAS BEEN APPROVED BY SAID PLANNING COMMISSION THIS ___DAY OF_____, A.D., 20___

PLANNING COMMISSION, VILLAGE OF HINSDALE

_____
CHAIRMAN

_____
PLEASE TYPE/PRINT NAME

PUBLIC UTILITY AND DRAINAGE EASEMENT PROVISIONS

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

VACATION OF PART OF 17' ALLEY APPROVED AND ACCEPTED

AUTHORITIES ON SIGNING THIS DOCUMENT HEREBY RELEASE AND CONSENT TO THE RELEASE, VACATION AND ABROGATION OF PART OF A 17 FOOT ALLEY, AS DEDICATED PER DOCUMENT NUMBER 19207 AND AS SHOWN HEREON:

ACCEPTED: _____ DATE: _____
AT&T (SBC, AMERITECH)

_____
PRINTED NAME AND TITLE

ACCEPTED: _____ DATE: _____
COMMONWEALTH EDISON COMPANY

_____
PRINTED NAME AND TITLE

ACCEPTED: _____ DATE: _____
NORTHERN ILLINOIS GAS COMPANY

_____
PRINTED NAME AND TITLE

ACCEPTED: _____ DATE: _____
COMCAST CABLE COMPANY

_____
PRINTED NAME AND TITLE

ACCEPTED: _____ DATE: _____
VILLAGE OF HINSDALE

_____
PRINTED NAME AND TITLE

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, _____ COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT TAXES, NO UNPAID CURRENT GENERAL TAXES AND NO UNPAID FORFEITED TAXES, AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE PLAT.

I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THE PLAT.

GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, THIS ____ DAY OF _____ A.D., 2015.

_____
COUNTY CLERK

RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

THIS INSTRUMENT NO. _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS ON THE _____ DAY OF _____ A.D., 2015, AT _____ O'CLOCK ___M.

_____
RECORDER

SURFACE WATER STATEMENT

STATE OF ILLINOIS)
) S.S.
COUNTY OF DUPAGE)

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

DATED THIS ___ DAY OF _____, 2015.

_____
(ENTER ENGINEERS NAME HERE)
ILLINOIS REGISTERED PROFESSIONAL ENGINEER
ILLINOIS REGISTRATION NUMBER 062-_____

LICENSE EXPIRES NOVEMBER 30, 2015

OWNER: _____ ATTORNEY: _____

PERMISSION TO RECORD

STATE OF ILLINOIS)
) S.S.
COUNTY OF DuPAGE)

I, SAMUEL J. PHILIPPE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HEREBY GRANT PERMISSION TO A REPRESENTATIVE OF _____ TO RECORD THIS PLAT. THE REPRESENTATIVE SHALL PROVIDE THIS SURVEYOR WITH A RECORDED COPY OF THIS PLAT.

DATED THIS ___ DAY OF _____, A.D. 2015.

_____
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003699
LICENSE EXPIRES NOVEMBER 30, 2016

SAMUEL J. PHILIPPE 3699 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS LEONARD, ILLINOIS

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) S.S.
COUNTY OF DuPAGE)

THIS IS TO CERTIFY THAT I, SAMUEL J. PHILIPPE, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING DESCRIBED PROPERTY:

LOTS 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29 AND 30 IN BLOCK 32 IN WARREN KEENEY AND COMPANY'S SUBDIVISION, BEING A RESUBDIVISION OF BLOCKS 28, 27, 30, 31 AND 32 IN STOUGH'S SECOND ADDITION TO HINSDALE, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 1874, AS DOCUMENT 19207, IN DUPAGE COUNTY, ILLINOIS.

AND

LOT 24 (EXCEPT THAT PART THEREOF CONVEYED BY INSTRUMENT RECORDED SEPTEMBER 19, 1991 AS DOCUMENT R91-122948, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 24, THENCE RUNNING WEST ALONG THE SOUTH LINE OF SAID LOT 24, A DISTANCE OF 10 FEET; THENCE NORTHEASTERLY A DISTANCE OF 14.14 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID LOT 24, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 24 A DISTANCE OF 10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING), IN WARREN KEENEY AND COMPANY'S SUBDIVISION, BEING A SUBDIVISION IN THE EAST HALF OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 5, 1874, AS DOCUMENT 19207, IN DUPAGE COUNTY, ILLINOIS.

SUBDIVIDED PROPERTY CONTAINS 1.049 ACRES, MORE OR LESS AND ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

THIS IS ALSO TO DECLARE THAT THE PROPERTY AS DESCRIBED ON THE ANNEXED PLAT LIES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF HINSDALE WHICH HAS ADOPTED A CITY PLAN AND IS EXERCISING THE SPECIAL POWER AUTHORIZED BY THE STATE OF ILLINOIS IN ACCORDANCE WITH 65 ILCS 5/11-12-6 AS HERETOFORE AND HEREAFTER AMENDED.

I FURTHER CERTIFY THAT, BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 17043C0603H, WITH AN EFFECTIVE DATE OF DECEMBER 16, 2004, THE LAND SHOWN ON THIS PLAT IS LOCATED WITHIN ZONE X.

DATED THIS ___ DAY OF _____, 20___.

FOR REVIEW ONLY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-003699
LICENSE EXPIRES NOVEMBER 30, 2016

DESIGN FIRM PROFESSIONAL LICENSE NO. 184003350
LICENSE EXPIRES APRIL 30, 2015

DATE OF FIELD SURVEY: DECEMBER 2, 2014

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

SAMUEL J. PHILIPPE 3699 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS LEONARD, ILLINOIS

©2015 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

SHEET 2 OF 2
DWH.HDIL01

PROJ. MGR.: SJP
PROJ. ASSOC.: CNB
DRAWN BY: CNB
DATE: 04-07-15
SCALE: 1"=30'

WEEKLEY SUBDIVISION
VILLAGE OF HINSDALE, ILLINOIS
TENTATIVE PLAT / FINAL PLAT OF SUBDIVISION

Manhard CONSULTING LTD
700 Springer Drive, Lombard, IL 60148 ph:630.261.6500 fx:630.261.3629 manhard.com
Civil Engineers • Surveyors • Water Resource Engineers • Water & Wastewater Engineers
Construction Managers • Environmental Scientists • Landscape Architects • Planners

	DATE	REVISIONS	DRAWN BY
1			
2			
3			
4			
5			
A	05-07-15	REVISED PER VILLAGE REVIEW	CNB
A	04-07-15	REVISED PER VILLAGE REVIEW	CNB

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

Manhard CONSULTING LTD

WEEKLEY SUBDIVISION
HINSDALE, ILLINOIS
GRADING PLAN

JEF | JMC | 10/27/21 | 25C-21 | SHEET 4 OF 7 | DWG HOLDER

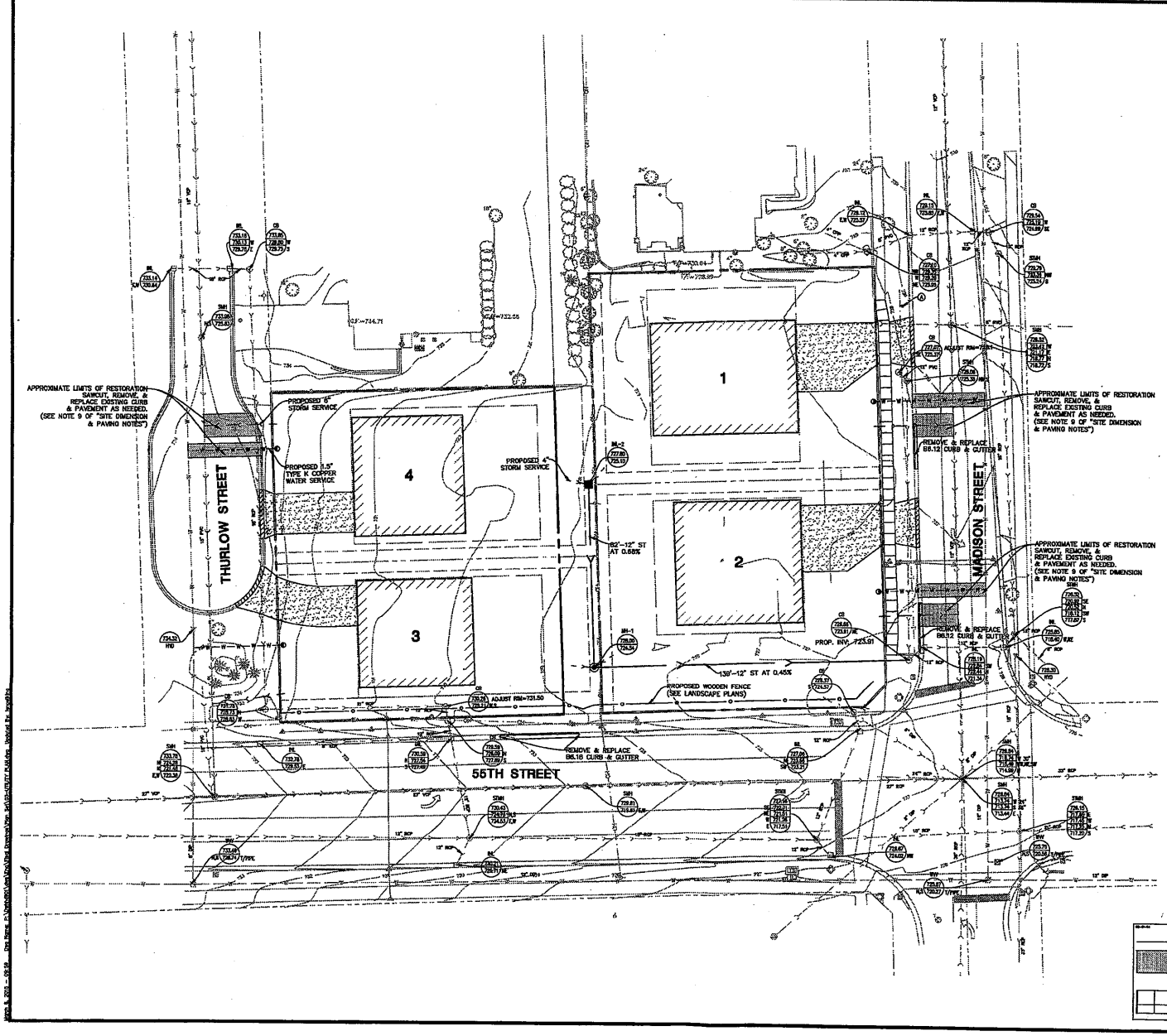
GRADING NOTES:
1. ALL HANDICAP RAMPS SHALL BE CONSTRUCTED WITH A MAXIMUM SLOPE OF 8.33% IN THE DIRECTION OF TRAVEL.
2. MEET EXISTING GRADE AT PROPERTY LIMITS UNLESS NOTED OTHERWISE.
3. CONTRACTOR SHALL REFER TO SOIL EROSION AND SEDIMENTATION CONTROL NARRATIVE AND DETAILS FOR SCHEDULING AND EROSION CONTROL MEASURES TO BE IMPLEMENTED DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL CONTACT J.U.L.I.E. (1-800-892-0123) PRIOR TO ANY WORK TO LOCATE UNDERGROUND UTILITIES. ALL EXISTING AND PROPOSED UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENTS.
5. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE CONTRACTOR IS NOT TO ASSUME THAT THE LOCATIONS SHOWN ARE EXACT OR COMPLETE. THE CONTRACTOR SHALL CALL THE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION IS TO BEGIN IN ORDER THAT THE UTILITIES may BE LOCATED AND MARKED IN THE FIELD. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE OR PROTECT ALL UTILITIES AS REQUIRED TO COMPLETE THE IMPROVEMENTS SHOWN ON THE PLANS.
6. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE THE DAMAGED STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITION OR BETTER.
7. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATION SHALL BE TOPSOILED, SEEDED AND MULCHED. EROSION CONTROL AS PRESCRIBED BY LOCAL ORDINANCES OR STATUTES SHALL BE PUT INTO EFFECT BEFORE ANY GRADING OPERATIONS ARE STARTED. ALL SLOPES SHALL BE PROTECTED IMMEDIATELY AFTER GRADING IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS. ALL DISTURBED AREAS MUST BE PROTECTED FROM EROSION AT ALL TIMES. ANY METHOD OF EROSION CONTROL MAY BE USED, PROVIDED IT MEETS WITH APPROVAL OF THE ENGINEER AND LOCAL AUTHORITIES. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED AND REPAIRED AS NEEDED UNTIL EXPOSED AREAS ARE PERMANENTLY STABILIZED.
8. ALL UNSURFACED AREAS DISTURBED BY GRADING OPERATIONS SHALL BE TOPSOILED, SEEDED AND MULCHED. EROSION CONTROL AS PRESCRIBED BY LOCAL ORDINANCES OR STATUTES SHALL BE PUT INTO EFFECT BEFORE ANY GRADING OPERATIONS ARE STARTED. ALL SLOPES SHALL BE PROTECTED IMMEDIATELY AFTER GRADING IN ACCORDANCE WITH STANDARDS AND SPECIFICATIONS. ALL DISTURBED AREAS MUST BE PROTECTED FROM EROSION AT ALL TIMES. ANY METHOD OF EROSION CONTROL MAY BE USED, PROVIDED IT MEETS WITH APPROVAL OF THE ENGINEER AND LOCAL AUTHORITIES. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED AND REPAIRED AS NEEDED UNTIL EXPOSED AREAS ARE PERMANENTLY STABILIZED.
9. ALL DISTURBED AREAS SHALL BE RESTORED WITH A MINIMUM OF 4" OF TOPSOIL AND SEEDED WITH A SEED MIXTURE APPROVED BY THE VILLAGE OF HINSDALE.
10. CONTRACTOR SHALL PROTECT ALL EXISTING TREES AND SHRUBS NOT SCHEDULED FOR REMOVAL. ALL TREES AND SHRUBS TO REMAIN SHALL BE PROTECTED BY SNOW FENCE PLACED AT THE DRIP LINE OF THE TREE OR GROUP OF TREES.

GRAPHIC SCALE
SCALE: 1"=40'

SECTION A–A
LOT 1
PROPERTY LINE

MADISON STREET
55TH STREET
THURLOW STREET
MEET EXISTING SIDEWALK
PROPOSED WOODEN FENCE (SEE LANDSCAPE PLANS)
1 T/F=730.7 G/F=730.0
2 T/F=730.6 G/F=729.9
3 T/F=736.5 G/F=735.8 D/S=733.6
4 T/F=738.5 G/F=735.8

Attachment 2



UTILITY NOTES:

1. ALL UTILITY DIMENSIONS ARE TO CENTER OF PIPE OR CENTER OF STRUCTURE UNLESS OTHERWISE NOTED.
2. BUILDING DIMENSIONS AND ADJACENT UTILITY LAYOUT HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE DATE OF THIS DRAWING. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST. THEREFORE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND EXACT UTILITY ENTRANCE LOCATIONS AND NOTIFY THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL CONTACT J.U.L.I.E. (1-800-892-0123) PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENT.
4. CONTRACTOR SHALL EXCAVATE AND VERIFY ALL EXISTING SEWER OR WATER MAIN LOCATIONS, SIZES, CONDITIONS & ELEVATIONS AT PROPOSED POINTS OF CONNECTION AND CROSSINGS PRIOR TO ANY UNDERGROUND CONSTRUCTION AND NOTIFY THE OWNER OF ANY DISCREPANCIES OR CONFLICTS.
5. THE CONTRACTOR SHALL ADJUST RIM ELEVATIONS OF ALL EXISTING STRUCTURES TO PROPOSED FINISH GRADES.
6. CONTRACTOR TO VERIFY LOCATION, SIZES, AND ELEVATION OF ALL BUILDING SERVICE LOCATIONS WITH ARCHITECTURAL PLANS.
7. ALL EXISTING UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT ELEVATION OR LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND ANY ANTICIPATED FEATURES.
8. ALL STORM SEWER LENGTHS SHOWN ARE CENTER OF MANHOLE TO CENTER OF MANHOLE.
9. SOME EXISTING ITEMS TO BE REMOVED HAVE BEEN DELETED FROM THIS PLAN FOR CLARITY. SEE DEMOLITION PLAN FOR ITEMS DELETED.

SIGN LEGEND

① R7-13 NO PARKING THIS SIDE OF STREET

SITE DIMENSIONAL AND PAVING NOTES:

1. ALL PROPOSED CURB AND GUTTER SHALL BE B6.12 UNLESS OTHERWISE NOTED.
2. TIE ALL PROPOSED CURB AND GUTTER TO EXISTING CURB AND GUTTER WITH 2-#4 BARS x 18" LONG DOWELED INTO EXISTING.
3. BUILDING DIMENSIONS HAVE BEEN PREPARED BASED UPON ARCHITECTURAL INFORMATION CURRENT AT THE DATE OF THIS DRAWING. SUBSEQUENT ARCHITECTURAL CHANGES MAY EXIST. THEREFORE CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR PRECISE BUILDING DIMENSIONS AND NOTIFY THE ARCHITECT AND ENGINEER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
4. IMPROVEMENTS ADJACENT TO BUILDING, IF SHOWN, SUCH AS TRUCK DOCK, RETAINING WALLS, SIDEWALKS, CURBING, FENCES, CARPORTS, RAMP/CAR ACCESS, PLANTERS, DUMPSTERS, AND TRANSFORMERS ETC. HAVE BE SHOWN FOR APPROXIMATE LOCATION ONLY. REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATIONS, SPECIFICATIONS AND DETAILS.
5. LOCATION OF PRIVATE SIDEWALKS SHALL BE COORDINATED WITH PROPOSED DOORWAY. CONTRACTOR TO VERIFY ACTUAL BUILDING PLAN LOCATIONS WITH ARCHITECT/DEVELOPER PRIOR TO CONSTRUCTING THE SIDEWALKS.
6. ALL ROADWAY AND PARKING LOT SIGNAGE, STRIPING, SYMBOLS, ETC. SHALL BE IN ACCORDANCE WITH LATEST JURISDICTIONAL GOVERNMENTAL ENTITY DETAILS.
7. SOME EXISTING ITEMS TO BE REMOVED HAVE BEEN DELETED FROM THIS PLAN FOR CLARITY. SEE DEMOLITION PLAN FOR ITEMS DELETED.
8. THE CONTRACTOR SHALL CONTACT J.U.L.I.E. (1-800-892-0123) PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENT.
9. CONTRACTOR SHALL PROVIDE FULL DEPTH SAWCUT AND REMOVAL OF EXISTING PAVEMENT & CURB AS NECESSARY TO INSTALL PROPOSED SANITARY & WATER SERVICES. CONTRACTOR SHALL REPLACE PAVEMENT & CURB, IN KIND, IN ACCORDANCE WITH THE VILLAGE OF HINSDALE STANDARD SPECIFICATIONS.

PAVEMENT LEGEND

STANDARD DUTY PAVEMENT RESTORATION
1 1/2" BITUMINOUS SURFACE COURSE, HOT-MIX ASPHALT, MIX D, N50
2 1/4" BITUMINOUS BINDER COURSE, HOT-MIX ASPHALT, IL-19, N50
8" AGGREGATE BASE COURSE, TYPE B

CONCRETE SIDEWALK
4" CONCRETE PAVEMENT W/ 6 X 6 W1.4 WWF
4" COMPACTED AGGREGATE BASE, TYPE B

Manhard CONSULTING LTD

WEEKLEY SUBDIVISION
HINSDALE, ILLINOIS
UTILITY PLAN

PROJ.ENGR.: JPO
PROJ.MGR.: LME
DRAWN BY: LME
DATE: 03/20/13
SCALE: 1"=20'

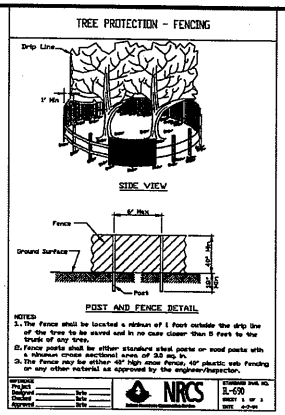
SHEET 3 OF 7

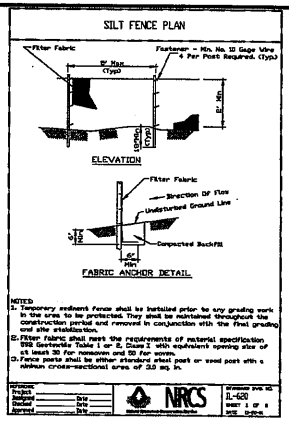
DWG: HDIL01

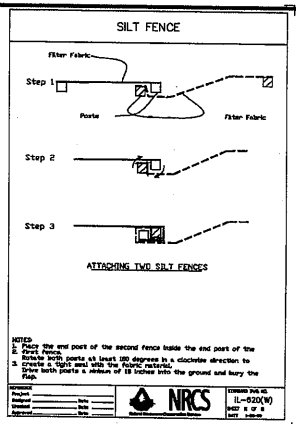
NOT FOR CONSTRUCTION

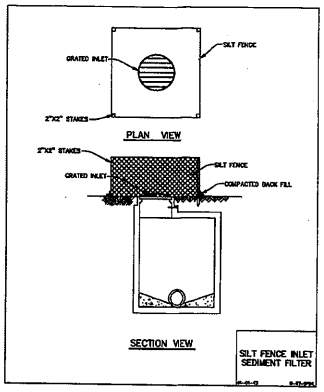
© 2013 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

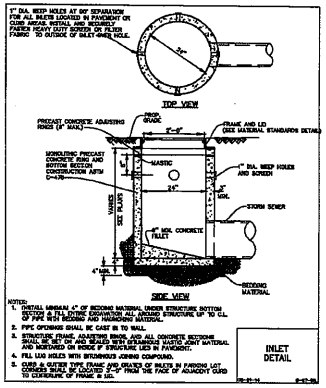
Attachment 2

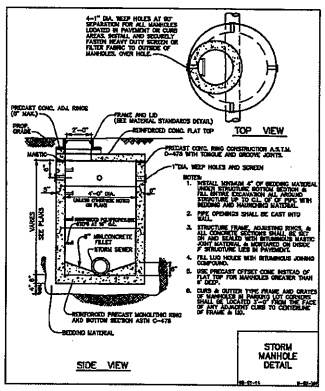


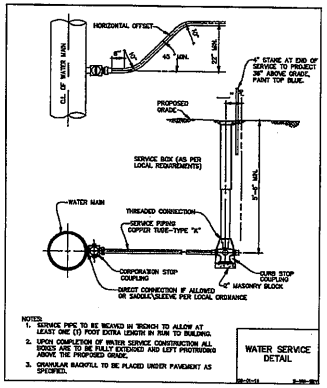


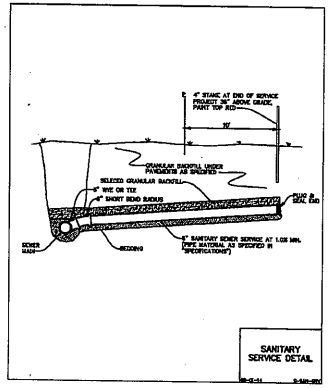


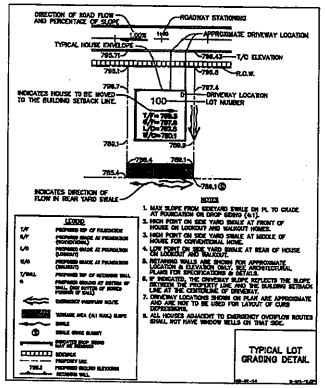


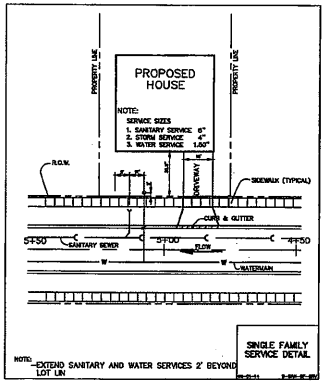


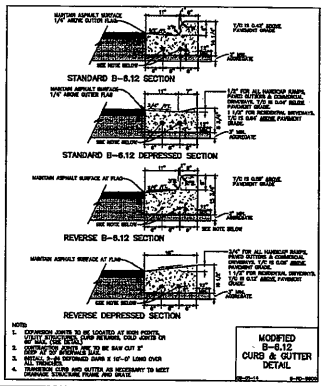


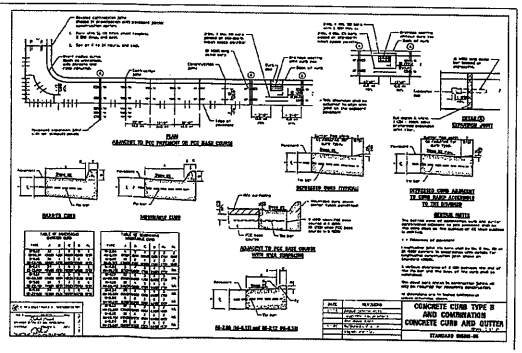


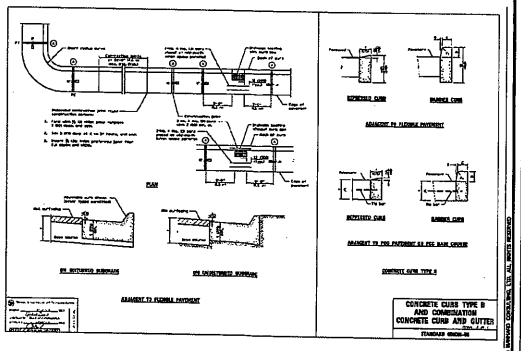












Manhard CONSULTING LTD

WEEKLEY SUBDIVISION
HINSDALE, ILLINOIS
CONSTRUCTION DETAILS

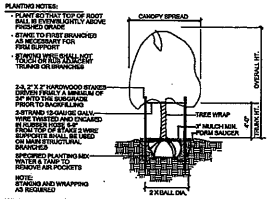
PROJ. MGR. JPD
PROJ. ASSOC. LMC
DRAWN BY LMC
DATE 03/09/10
SCALE N.T.S.

SHEET 6 OF 7
DWH\HDIL01

NOT FOR CONSTRUCTION

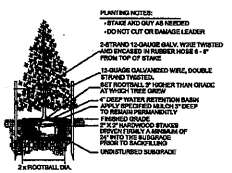
Attachment 2

PLANTING DETAILS



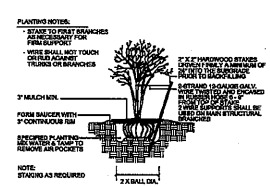
TREE PLANTING & STAKING

NOT TO SCALE



EVERGREEN TREE PLANTING

NOT TO SCALE



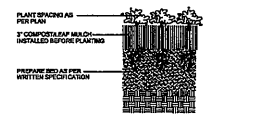
MULTI-TRUNK TREE STAKING

NOT TO SCALE



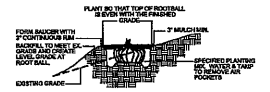
SHRUB PLANTING

NOT TO SCALE



PERENNIAL PLANTING

NOT TO SCALE



HILLSIDE PLANTING

NOT TO SCALE

GENERAL LANDSCAPE NOTES

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS REQUIRED. ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE STANDARDS AND CODES.
2. CALL J.U.L.I.E. UTILITY LOCATING SERVICE (TEL 800.892.0123), 48 HOURS PRIOR TO THE START OF ANY DIGGING.
3. GENERAL PLANT NOTES:
   A. ALL PLANT MATERIAL SHALL CONFORM IN SIZE AND GRADE IN ACCORDANCE WITH AMERICAN STANDARD FOR NURSERY STOCK.
   B. ALL PLANT MATERIAL SHALL BE MAINTAINED ALIVE, HEALTHY, AND FREE FROM DISEASE AND PESTS.
   C. ALL NEW PLANT MATERIAL SHALL BE FROM A LOCAL SOURCE WHENEVER POSSIBLE (LESS THAN 60 MILES).
   D. PLANTS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORM / HABIT. PLANTS SHALL NOT BE PRUNED/HEDGED UNLESS ABSOLUTELY NECESSARY (DUE TO VISIBILITY OR HAZARD OBSTRUCTION).
   E. ALL LANDSCAPED AREAS SHALL BE FREE OF WEEDS, LITTER, AND SIMILAR SIGNS OF DEFERRED MAINTENANCE.
   F. MAINTENANCE AND CARE OF PLANT MATERIAL SHALL INCLUDE, BUT NOT BE LIMITED TO, WATERING, FERTILIZING (IF NECESSARY), DEAD-HEADING, WEEDING, AND MULCHING.
4. LOCATIONS OF PROPOSED PLANT MATERIAL MAY BE ADJUSTED AT TIME OF INSTALLATION DUE TO FINAL ENGINEERING AND FINAL LOCATION OF SITE UTILITIES.
5. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND SPREADING TOPSOIL (6"-12" DEEP), FINE GRADING, AND PREPARATION OF ALL LAWN AND LANDSCAPE AREAS. ALL SOILS SHALL BE FREE OF CONSTRUCTION DEBRIS, PRIOR TO INSTALLING ANY PLANT MATERIAL.
6. PRIOR TO SPREADING TOPSOIL, THE LANDSCAPE CONTRACTOR SHALL INSPECT AND ACCEPT ALL BASE GRADES. ANY DEVIATION FROM GRADES INDICATED ON THE GRADING PLAN SHALL BE CORRECTED BEFORE PLACING ANY TOPSOIL.
7. ALL SHRUB, GROUNDCOVER, PERENNIAL, AND ANNUAL PLANTING BEDS SHALL BE PREPARED WITH A SOIL AMENDMENT MIX - 1/3 TOPSOIL, 1/3 MUSHROOM COMPOST, AND 1/3 TORPEDO SAND. MATERIAL SHALL BE ROTO-TILLED JUST PRIOR TO THE INSTALLATION OF PLANT MATERIAL.
8. ALL PLANTING ISLANDS SHALL BE MOUNDED TO A CENTER HEIGHT OF TWELVE INCHES (12").
9. ALL PLANTING BEDS ADJACENT TO LAWN AREAS SHALL HAVE A SPADED EDGE BORDER, UNLESS METAL OR OTHER BORDER IS SPECIFIED.
10. ALL PLANTING BED AREAS SHALL MAINTAIN A MAX. 3" DEEP LAYER OF SHREDDED HARDWOOD MULCH (COLOR: NON-DYED, BROWN).
11. LANDSCAPE CONTRACTOR SHALL COORDINATE PLANTING SCHEDULE WITH LANDSCAPE MAINTENANCE CONTRACTOR, TO ENSURE PROPER WATERING OF PLANTED AND SODDED AREAS AFTER INITIAL INSTALLATION.
12. LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH OTHER CONTRACTORS ON SITE TO MINIMIZE ANY REDO OF COMPLETED LANDSCAPE WORK AND DAMAGE TO PLANT MATERIAL.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR HIS/HER OWN LAYOUT WORK. UPON REQUEST, LANDSCAPE ARCHITECT SHALL BE AVAILABLE TO ASSIST/APPROVE CONTRACTOR LAYOUT.
14. EVERY ATTEMPT HAS BEEN MADE TO DEPICT ALL EXISTING UTILITY LINES. CONTRACTOR SHALL USE PRECAUTION WHEN DIGGING. CONTRACTOR SHALL MAKE THEMSELVES THOROUGHLY FAMILIAR WITH ALL UNDERGROUND UTILITY LOCATIONS PRIOR TO ANY DIGGING, VERIFYING LOCATIONS AND DEPTHS OF ALL UTILITIES.
15. IT IS THE LANDSCAPE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE PRIOR TO BID SUBMITTAL, TO BECOME FAMILIAR WITH EXISTING CONDITIONS AT THE SITE.
16. PLANT LIST QUANTITIES PROVIDED AT TIME OF FINAL PLANS ARE APPROXIMATIONS. CONTRACTORS ARE RESPONSIBLE FOR COMPLETING THEIR OWN QUANTITY TAKE-OFFS. IF A DISCREPANCY IS FOUND BETWEEN THE PLAN AND THE PLANT LIST, THEN THE PLAN SHALL PREVAIL.
17. PLANT SUBSTITUTIONS ARE ALLOWED DUE TO PLANT AVAILABILITY OR PLANTING TIME OF YEAR, ONLY WITH THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT. IF SUBSTITUTIONS ARE MADE WITHOUT PRIOR CONSENT, THE LANDSCAPE ARCHITECT MAINTAINS THE RIGHT TO REJECT MATERIAL IN THE FIELD, AT THE COST TO THE CONTRACTOR.
18. CONTRACTOR TO PROVIDE TEST OF EXISTING AND IMPORTED SOILS PER SPECIFICATIONS. PLANTING SOIL SHALL BE AMENDED PER SPECIFICATIONS.
19. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IF AREAS OF POOR DRAINAGE OR OTHER UNUSUAL SUBSURFACE CONDITIONS ARE ENCOUNTERED DURING EXCAVATION FOR PLANTING PITS.
20. ALL TURF SHALL SHALL BE KENTUCKY BLUEGRASS BLEND SOD (MINERAL, NOT PEAT), UNLESS OTHERWISE NOTED ON THE PLAN.
21. CONTRACTOR SHALL RESTORE LAWN AREAS THAT HAVE REMAINED PARTIALLY INTACT, TOP DRESSING WITH SOIL, SCARIFYING, AND SEEDING TO FORM A SMOOTH, FULL, EVEN LAWN, FREE OF BARE SPOTS, INDENTATIONS, AND WEEDS.
22. LANDSCAPE DETAILS SHOWN ARE FOR DESIGN INTENT ONLY. LANDSCAPE ARCHITECT ASSUMES NO LIABILITY. CONTRACTOR IS RESPONSIBLE FOR ERECTING AND INSTALLING PROPERLY BUILT AMENITIES PER CODE, PER SITE CONDITIONS (FINAL GRADING & UTILITY LOCATIONS), AND PER AREA CLIMATE CONDITIONS. ALL LANDSCAPE SITE DETAILS FOR STRUCTURES AND FOOTINGS SHALL BE REVIEWED & APPROVED BY A STRUCTURAL ENGINEER.
23. CONTRACTOR INSTALLATION BIDS SHALL INCLUDE A ONE-YEAR WARRANTY ON ALL PLANT MATERIAL.
24. (IF APPLICABLE) CONTRACTOR INSTALLATION BIDS SHALL INCLUDE A THREE-YEAR MONITORING AND MAINTENANCE PROGRAM ON ALL NATURALIZED DETENTION AREAS.

DETENTION / NATURAL AREAS NOTES

NOT APPLICABLE.

PLANT SYMBOLS KEY

NOTE! ACTUAL PLANT QUANTITIES, SIZES, AND BOTANIC/COMMON NAMES SHALL BE PROVIDED AT TIME OF FINAL LANDSCAPE PLAN.

EXISTING DECIDUOUS TREE

EXISTING EVERGREEN TREE

EXISTING SHRUBS & PERENNIALS

SHADE / CANOPY TREES, 2.5"+ CALIPER

ORNAMENTAL TREES, 6'-10'+ TALL

EVERGREEN TREES, 6'-10'+ TALL

LARGE, DECIDUOUS SHRUBS, 36"-48" TALL

SMALL, DECIDUOUS SHRUBS, 18"-24" TALL

SMALL, EVERGREEN SHRUBS, 24" TALL/WIDE

LARGE, ORNAMENTAL GRASS, 3 GALLON

SMALL ORNAMENTAL GRASS, 1 GALLON

PERENNIAL FLOWERS & GROUNDCOVER, 1 GALLON

SHEET KEY

L0.1 PLANTING DETAILS
GENERAL LANDSCAPE NOTES
PLANT & MATERIALS LIST

L1.0 LAND DEVELOPMENT LANDSCAPE PLAN
PLANT & MATERIALS LIST (LAND DEVELOPMENT)
FENCE DETAIL

L1.1 FOUNDATION LANDSCAPE PLANS

dickson design STUDIO

528 SKYLINE DRIVE
ALGONQUIN IL 60102
847 878 4019

CLIENT NAME AND ADDRESS

DAVID WEEKLEY HOMES

SCHAUMBURG, IL

PLAN DATE

MARCH 6, 2015

REVISIONS

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

PROJECT NAME AND SHEET TITLE

4-LOT SUBDIVISION

55TH STREET - HINSDALE, IL

FINAL LANDSCAPE PLAN

SHEET NUMBER

L0.1

Attachment 2

MANHARD CONSULTING, LTD.
STANDARD SPECIFICATIONS

GENERAL CONDITIONS CONTRACTOR acknowledges and agrees that the use and reliance of these Plans and Specifications is sufficient consideration for CONTRACTOR'S covenants stated herein.

DEFINITION OF TERMS

a. "CLIENT" shall mean DAVID MCKINLEY HOMES, which is the person or entity with whom Manhard Consulting, Ltd. has contracted with to prepare Civil Engineering Plans and SPECIFICATIONS.

b. "ENGINEER" shall mean Manhard Consulting, Ltd., a Civil Engineering consultant on the subject project.

c. "PLANS and SPECIFICATIONS" shall mean the Civil Engineering PLANS and SPECIFICATIONS prepared by the ENGINEER, which may be a part of the contract documents for the subject project.

d. "CONTRACTOR" shall mean any person or entity performing any work described in the PLANS and SPECIFICATIONS.

e. "JURISDICTIONAL GOVERNMENTAL ENTITY" shall mean any municipal, county, state or federal unit of government from whom an approval, permit and/or notice is required for any aspect of the subject project.

INTENT OF THE PLANS AND SPECIFICATIONS

The intention of the PLANS and SPECIFICATIONS is to set forth certain requirements of performance, type of equipment and structures, and standards of workmanship and construction. They also identify labor and materials, equipment, construction and erection methods for the proper execution of the work but are not intended to be reliably determined so as to include minor items ordinarily required as part of the work. The PLANS and SPECIFICATIONS require new material and equipment unless otherwise indicated, and to require complete performance of the work in spite of omissions of specific references to any minor component part. It is not intended, however, that materials or work not consistent with or properly inferred from any heading, branch, class or note of the SPECIFICATIONS shall be supplied unless specially so noted. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

INTERPRETATION OF PLANS AND SPECIFICATIONS

a. The CLIENT and/or CONTRACTOR shall promptly report any errors or ambiguities in the PLANS and SPECIFICATIONS to the ENGINEER. Questions as to meaning of PLANS and SPECIFICATIONS shall be interpreted by the ENGINEER, whose decision shall be final and binding on all parties concerned.

b. The ENGINEER will provide the CLIENT with such information as may be required to show revised or additional details of construction.

c. Should any discrepancies or conflicts on the PLANS or SPECIFICATIONS be discovered either prior to or after award of the contract, the ENGINEER'S attention shall be called to the same before the work is begun thereon and the proper corrections made. Neither the CLIENT nor the CONTRACTOR may take advantage of any error or omissions in the PLANS and SPECIFICATIONS. The ENGINEER will provide information when errors or omissions are discovered.

GOVERNING BODIES

All work to be performed proposed shall be completed in accordance with all requirements of any JURISDICTIONAL GOVERNMENTAL ENTITY, and all such pertinent laws, directives, ordinances and the like shall be considered to be a part of these SPECIFICATIONS. If a discrepancy is noted between the PLANS and SPECIFICATIONS and requirements of any JURISDICTIONAL GOVERNMENTAL ENTITY, the CLIENT and/or the CONTRACTOR shall immediately notify the ENGINEER in writing.

LOCATION OF UNDERGROUND FACILITIES AND UTILITIES

When the PLANS and SPECIFICATIONS include information pertaining to the location of existing underground facilities and utilities (including but not limited to water mains, drainage pipes, storm sewers, electric, telephone, gas and cable TV lines), such information represents only the opinion of the ENGINEER as to the approximate location and elevation of such facilities and utilities. All the contractor's chosen detailed positions of these facilities and utilities become necessary to the new conditions, including all points of connection. The CONTRACTOR shall furnish all labor and tools to verify or delicately establish the horizontal location, elevation, size and material of appropriately of the facilities and utilities. The CONTRACTOR shall notify the ENGINEER at least 48 hours prior to commencing of any delicate operations in existing utility information or to begin the existing utilities. The ENGINEER assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the information shown on the PLANS and SPECIFICATIONS relative to the location of underground facilities and utilities, nor the manner in which they are removed or adjusted.

It shall be the CONTRACTOR'S responsibility prior to construction, to notify all Utility Companies of the intention to begin construction and to verify the actual location of all such facilities and utilities. The CONTRACTOR shall also obtain from the respective Utility Companies the working schedules for removing or adjusting these facilities.

UNSUITABLE SOILS

The PLANS have been prepared by the ENGINEER based on the information that all soils on the project are suitable to support the proposed improvements shown. The CLIENT or CONTRACTOR shall immediately notify the ENGINEER if he discovers or encounters an obstruction that prevents the installation of the improvement according to the lines and grades shown on the PLANS.

PROTECTION OF TREES

All trees that are not to be removed shall be protected from damage. Trees shall not be removed unless requested to do so in writing by the CLIENT.

PROTECTION OF OWNERS OF FACILITIES AND UTILITIES

The CONTRACTOR shall notify all applicable Jurisdictional Governmental Entities or utility companies, i.e., water, sewer, electric, telephone, gas and cable TV prior to beginning any construction so that said entity or company can establish the location and direction of underground pipes, conduits or cables extending or crossing proposed streets.

TRAFFIC CONTROL

The CONTRACTOR shall provide when required by any JURISDICTIONAL GOVERNMENTAL ENTITY, all signs, equipment, and personnel necessary to provide for safe and efficient traffic flow in all areas where the work will interrupt, interfere or cause to change in any lane, the conditions of traffic flow that existed prior to the commencement of the work. The CLIENT may, at his discretion, require the CONTRACTOR to furnish traffic control under these or other circumstances where in his opinion it is necessary for the protection of life and property. Emergency vehicle access shall be maintained at all times. Unless authorized by the CLIENT or CLIENT'S construction representative, all existing access points shall be maintained at all times by the CONTRACTOR. The need for traffic control shall be anticipated by the CLIENT.

WORK AREA

The CONTRACTOR, his agents and employees and their employees and all equipment, machinery and vehicles shall confine their work within the boundaries of the project or work area specified by the Client. The CONTRACTOR shall be solely liable for damages caused by him or his agents and employees and their equipment, machinery and vehicles on adjacent property or areas outside designated work areas.

UTILITY POLES

It shall be the responsibility of the CONTRACTOR to arrange for the relocation or bracing of existing utility poles that may be within the working limits of this contract. It is expressly understood that all work and costs connected with the maintenance of these utility poles, their temporary relocations, etc., shall be the responsibility of the CLIENT or the CONTRACTOR.

RESTORATION

It is the intent of these SPECIFICATIONS that cleanup and final restoration shall be performed immediately upon completion of each phase of the work, both inside and outside the Project, or when so directed by the CLIENT so that these areas will be restored as nearly as possible to their original condition or better, and shall include but not be limited to, restoration of maintained lawns and rights-of-way, roadways, driveways, sidewalks, ditches, bushes, hedges, trees, shrubs, fences, mailboxes, sewers, drain files, water mains, etc.

CLEANING UP

The CONTRACTOR shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or work, and at the completion of the work he shall remove all his rubbish, tools, scaffolding and surplus materials and shall leave his work "broom clean" or as in equivalent, unless more exactly specified.

ROAD CLEANING

The CONTRACTOR shall maintain in roadway adjoining the project site free from mud and debris at all times. If mud and/or debris is carried onto the roadways from vehicles entering onto the highway from either the CONTRACTOR'S trucks, his employees' vehicles, or his material suppliers, the CONTRACTOR shall immediately remove said mud and/or debris.

SAFETY AND PROTECTION

The CONTRACTOR shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. The CONTRACTOR shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR'S duties and responsibilities for safety and for protection of the work shall continue until such time as all work is completed and the CLIENT has notified CONTRACTOR that the work is acceptable. The duties of the ENGINEER in and include review of the adequacy of either the CONTRACTOR'S or the general public's safety in, on, or near the construction site

HOLD HARMLESS

To the fullest extent permitted by law, any CONTRACTOR, material supplier or other entity by the use of these plans and specifications hereby waives any right of contribution and agrees to indemnify, defend, save and hold harmless the CLIENT and ENGINEER and its agents, employees and consultants from and against all manner of claims, losses, causes of action, damages, losses and expenses, including but not limited to, attorneys' fees arising out of, resulting from or in connection with the performance of any work, pursuant to or with respect to these plans and specifications. However, this indemnity shall not be construed to indemnify ENGINEER, its consultants, agents or employees against its own negligence.

Claims, damages, losses and expenses as these words are used in the above shall include, but not be limited to (1) injury or damage occurring by reason of the failure of or use or misuse of any hoist, rigging, blocking, scaffolding or any and all other tools or items of equipment, whether or not the same be owned, furnished or loaned by any party or entity, including any contractor, (2) all attorneys' fees and costs incurred in bringing an action to enforce the provisions of this indemnity; (3) costs for fees expended by the indemnified party and its employees, et its vault relax plus costs or travel, long distance telephone and reproduction of documents and (4) consequential damages.

In any and all claims against the CLIENT or ENGINEER or any of their agents or employees and consultants by any party, including any employee of the CONTRACTOR or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts or any insurance required by CONTRACTOR or any Subcontractor or any other party.

INSURANCE

Any party using or relying on these plans, including any contractor, material supplier, or other entity shall obtain, prior to commencing any work, general public liability insurance covering against all damages and claims by any bodily injuries, death or property damage arising out of any work, including the construction work provided for in these plans, and shall name the CLIENT and ENGINEER and its consultants, agents and representatives as additional insureds under such insurance policy; provided that any party using or relying on these plans having obligations to maintain specific insurance by reason of any agreement with CLIENT or any CONTRACTOR or ENGINEER shall provide evidence and certificates of insurance as required by such contract or agreement. Such insurance shall contain a clause stating that the insurance is primary coverage for ENGINEER and ENGINEER'S other applicable coverage is considered secondary. Such insurance shall contain any liability of any party providing work or services or providing materials.

THIRD PARTY BENEFICIARY

Manhard Consulting, Ltd., the ENGINEER, is intended to be a third party beneficiary of this writing agreement and requirement

Note: These Specifications are for Northern Illinois.

DETAILED SPECIFICATIONS

I. DEMOLITION

A. The CONTRACTOR shall coordinate with respective utility companies prior to the removal and/or relocation of utilities. The CONTRACTOR shall cooperate with the utility companies in removing utilities. Any removal of work is required to be performed by the Utility Company unless otherwise noted on the PLANS or in these specifications. The CONTRACTOR is responsible for paying for utilities and charges.

B. Street pavement and/or sidewalks, damage features indicated to remain, the CONTRACTOR shall provide new materials/structures in accordance with the contract documents. Except for materials designated to be relocated on this plan, all other construction materials shall be new

C. Prior to demolition excavating, all erosion control devices are to be installed

D. all existing utility lines, manholes, buried power proposed buildings shall be removed and properly backfilled. All utility lines and conduits located under drives, on-site roads, parking lots or sidewalks shall be filled with a flowable backfill and plugged. All existing structures shall be removed.

E. CONTRACTOR shall perform all demolition work in accordance with all applicable Federal, State and local requirement.

F. The CONTRACTOR is responsible for demolition, removal and disposal (to a location approved by all JURISDICTIONAL GOVERNING ENTITIES) of all structures, pads, walks, fences, curbs, additional utilities, utility structures, utilities, etc. such that the improvements shown on these plans can be constructed. All facilities to be removed shall be protected to subside material and brought to grade with suitable compacted fill material per the specifications.

G. The CONTRACTOR is responsible for removing all debris from the site and disposing the debris in a lawful manner.

H. The CONTRACTOR is responsible for obtaining all permits required for demolition and approval.

I. Electrical, telephone, cable, water, sewer, gas, optic cable and/or gas lines needing to be removed shall be coordinated by the CONTRACTOR with the affected utility company.

J. CONTRACTOR must protect it's public at all times with fencing, barricades, enclosures, and other appropriate best management practices.

K. Continuous access shall be maintained for surrounding properties at all times during demolition.

L. All tree access taken with the project area shall remain in service, clear of debris, and accessible for use by emergency vehicles.

M. The CONTRACTOR shall coordinate water main work with the Fire Department and a JURISDICTIONAL GOVERNING ENTITY to plan the proposed improvements, and to ensure areas as fire protection is constantly available to the facility and site throughout the construction work and through all phases of construction. CONTRACTOR shall be responsible for any required water main shut offs with the JURISDICTIONAL GOVERNING ENTITY during construction. Any costs associated with water main shut offs will be the responsibility of the CONTRACTOR and no extra compensation will be provided.

N. CONTRACTOR shall maintain all existing parking areas, sidewalks, drives, etc. clear and free from any construction activity and/or material to ensure safe and safe pedestrian and vehicular traffic to and from the site. CONTRACTOR shall coordinate these all construction activity within proximity of the building sanitary connections with the facility manager to maintain ambulatory and businesses to facility operations.

O. CONTRACTOR may limit saw-cut and pavement removal to only those areas where it is required as shown on these construction plans, however if any damage is incurred on any of the surrounding pavement, etc. the CONTRACTOR shall be responsible for it's removal and repair.

P. Any existing walls encountered shall be exposed and sealed 2' below proposed finish grade by the CONTRACTOR in accordance with Section 900-170 (latest edition) of the Illinois Water Well Construction Code, Department of Public Health, and all applicable local rules and regulations.

Q. Any existing septic tanks and grease traps encountered shall have all liquids and solids removed and disposed of by a licensed commercial hauler in accordance with JURISDICTIONAL GOVERNING ENTITY requirements, and the tank and grease traps shall then be filled with suitable materials or removed from the site and disposed of by the CONTRACTOR.

H. Voids left by any item removed under any proposed building, pavement, walk etc. or within 24" thereof shall be filled and compacted with suitable materials by the CONTRACTOR.

S. The CONTRACTOR shall be responsible for the disconnection of utility services to the existing buildings prior to demolition of the buildings

T. Any material containing asbestos found within existing structures shall be removed from the site and disposed of off-site by the CONTRACTOR in accordance with County, State and Federal regulations.

U. CONTRACTOR shall develop and implement a daily program of dust control and shall extend and abide JURISDICTIONAL GOVERNING ENTITY approval of dust control procedures prior to demolition of any structures. Installation of dust control procedures shall be performed by the CONTRACTOR in the subsidence of the JURISDICTIONAL GOVERNING ENTITY as requested.

V. The CONTRACTOR shall coordinate all demolition with the JURISDICTIONAL GOVERNING ENTITY and CLIENT to ensure protection and maintenance of sanitary sewer and water utilities as necessary and to provide stormwater conveyance and new facilities are constructed, tested and placed into operation.

W. The locations of all existing utilities shown on this plan have been determined from the best information available and are given for the convenience of the CONTRACTOR and are not to be interpreted as the exact location, or as the only obstacles that may occur on the site. The ENGINEER assumes no responsibility for their accuracy. Prior to the start of any demolition activity, the CONTRACTOR shall notify the utility companies for location of existing utilities and shall verify the locations and proceed with caution around any undisplaced features.

X. The CONTRACTOR is responsible for protecting the existing irrigation system for the areas of proposed improvements. the contractor shall cap the existing irrigation systems to ensure such that the remaining systems shall continue to function properly.

Y. The parking lot shall be completed in sections so that it does not interrupt the facility operations. the CONTRACTOR shall coordinate with the construction manager for work to be performed.

I. b. EARTHWORK

A. STANDARDS

This work shall be completed in conformance with the applicable sections of the Standard Specifications for Road and Bridge Construction, Department of Transportation, State of Illinois, latest edition except as modified below.

B. SOIL BORING DATA

Copies of results of soil boring and reports, if such borings were taken by the CLIENT in the vicinity of the proposed construction site, should be made available by the CLIENT to the CONTRACTOR. These borings are presented for whatever purpose the CONTRACTOR chooses to make of them. The ENGINEER makes no representation or warranty regarding the number, location, spacing or depth of borings taken, nor of the accuracy or reliability of the information given on the records thereof.

Further, the ENGINEER does not assume responsibility for the possibility that during construction, the soil and groundwater condition may be different than indicated. Neither the ENGINEER assume responsibility for variations of soil and groundwater at location between borings. The CONTRACTOR is required to make its own borings, explorations and observations to determine soil and groundwater conditions.

C. EARTHWORK CALCULATIONS AND CROSS SECTIONS

The CONTRACTOR shall perform all earthwork calculations, quantities or cross sections that have been furnished by the ENGINEER are for information only and are provided without any guarantee by the CLIENT or ENGINEER. Information which is to their sufficiency or accuracy. CONTRACTOR warrants that he has satisfied his own subsidiaries investigations as necessary and his own calculations and cross sections to determine size soil conditions and earthwork volumes. The CONTRACTOR assumes all responsibilities for representations or inaccurate regarding earthwork quantities or that the earthwork for this project will balance due to the varying field conditions, changing soil types, allowable construction to tolerances and construction methods that are beyond the control of the ENGINEER.

D. CLEARING, GRUBBING AND TREE REMOVAL

The site shall be cleared, grubbed, and trees and stumps removed where designated on the PLANS. Trees designated to remain shall be protected from damage.

E. TOPSOIL STRIPPING

Upon completion of demolition, clearing, grubbing and tree removal, all topsoil shall be stripped from under all buildings and pavement areas, and other areas necessary to complete the work. Topsoil stripped shall be placed in locations to locations as designated by the CLIENT

F. TOPSOIL RESPREAD

Upon completion of roadway and/or parking lot improvements and installation of underground utilities a minimum of four inches (4") of topsoil shall be respread over all stripped areas which have been disturbed by earthwork construction, except building pads and other designated areas, which shall be kept free from topsoil.

G. SEEDING

Upon completion of topsoil respread, the CONTRACTOR shall apply seed and fertilizer to all respread areas in accordance with IDOT standards or as designated on landscape drawings and specifications provided by the CLIENT.

H. SODDING

Upon completion of topsoil respread, the CONTRACTOR shall install sod to all areas designated on the plans or as designated on the landscape drawings and specifications provided by the CLIENT.

I. EXCAVATION AND EMBANKMENT

Upon completion of topsoil stripping, all excavation and embankments shall be completed as shown on the PLANS. All suitable excavated materials shall be hauled, placed (moisture conditioned if necessary) and compacted in the embankment areas. The CONTRACTOR shall include all dewatering, temporary ditching and control necessary to complete the excavation and embankment.

Specifically included is the scope of Excavation and Embankments is grading and shaping of all cut or fill areas including swales and ditches; backing of sewer spoil, etc., and all work required to provide positive drainage at the end of each working day and upon completion of a section.

The CONTRACTOR shall not be responsible for the settlement of swales and ditches and/or the excessive filling of the roads, building pads and parking lots within the work limits in lines & grades shown on the plans. He shall be responsible for obtaining compaction in accordance with the minimum values listed in the table below and for obtaining compaction values not equal to or greater values any listed in the soils report, and to use any method approved by the CLIENT necessary to obtain this compaction (i.e., soil trims or any undervalling that may be required).

Type Material	Percent Compaction Standard	Percent A Plow Vibs	Grade Areas
Sandy Silt	Modified Proctor	95%	90%
Clayey Soils	Standard Proctor	95%	90%

unless noted otherwise in the soils report or by the CLIENT.

The CONTRACTOR shall notify the CLIENT if proper compaction cannot be obtained so that the CLIENT may determine what remedial measures may be needed

A soils testing firm employed by the CLIENT shall determine which soils are unsuitable. Materials in their natural state being defined as unsuitable that would be suitable material if moisture conditioned, shall be conditioned by the CONTRACTOR and used as suitable embankment material or hauled from the site

For purposes of definition, unsuitable material shall be as follows unless determined otherwise by the Soils Engineer.

1. Any soil whose liquid limit exceeds natural moisture content exceeds 82%.
2. Any cohesive soil with an unconfined compressive strength of 1.5 tons per square foot or less
3. Any soil whose soil content exceeds 50% by weight.
4. Any soil whose maximum density is less than 100 pounds per cubic foot.
5. Any soil containing organic, deleterious, or hazardous material.

Upon completion of excavation and shaping of the water retention areas intended to maintain a permanent pool of water, all silt seams and granular or sandy soils shall be removed to a minimum depth of three feet below the subgrade and replaced with an impermeable clay liner, including adjacent to and under storm sewer lines and castings. It is the intent of these PLANS and SPECIFICATIONS that the CONTRACTOR shall prepare the lake bottoms, side slopes, and completion thereof so that the lakes will maintain the proposed normal water level and that leakage does not exceed 1/4 inch per week

Ditches and swales shall be excavated to the lines and grades indicated on the PLANS. All suitable materials excavated from the ditches shall be used in construction of the embankments

The CONTRACTOR shall notify the CLIENT immediately upon encountering groundwater during excavation. It is the opinion of the CLIENT or the JURISDICTIONAL GOVERNING ENTITY has construction necessitates the establishment of permanent dewatering systems placed in open storm sewer pipes wrapped with fabric, the CONTRACTOR shall install the same.

During excavation operations, consideration must be given to a gradual transition over small site earthwork between. The CONTRACTOR shall cooperate fully with the CLIENT in adjustment of grades, construction methods and placement of material to meet the above goals and shall immediately advise the CLIENT if he believes that these requirements cannot be met.

It is the intent of these PLANS that storm waters falling on the site be diverted into earthwork/lake / detention basins during construction. The CONTRACTOR shall construct and maintain any temporary ditches or swales that are necessary to accomplish this prior to beginning mass excavation

J. EROSION CONTROL

Suitable erosion control practices shall be maintained by the CONTRACTOR in accordance with Illinois Urban Manual and all applicable Soil Erosion and Sedimentation Control ordinances and the PLANS

K. UNDERCUTTING DURING EARTHWORK

If the subgrade cannot be sited adequately by scraping as outlined above for placing of material to planned grades and if the CLIENT determines that the subgrade does not meet the standards set forth above, the CLIENT may require undercutting

L. MISCELLANEOUS CONTRACT ITEMS

The following items may be required at the CLIENT'S option, as indicated on the PLANS or as required by the JURISDICTIONAL GOVERNING ENTITY:

(1) GEOTEXTILE FABRIC

Geotextile fabric or approved equal shall be provided in areas as designated by the CLIENT, as indicated on the PLANS or as required by the JURISDICTIONAL GOVERNING ENTITY where proper compaction of embankments over existing soft soils is not possible. Geotextile fabric shall meet the material specifications of and shall be installed in accordance with the above standards.

(2) EROSION CONTROL BLANKET

Erosion control blanket or approved equal shall be provided in areas as designated by the CLIENT, as indicated on the PLANS or as required by the JURISDICTIONAL GOVERNING ENTITY for the stabilization of disturbed areas. Erosion control blanket shall meet the material specifications of and shall be installed in accordance with the above standards, the Illinois Urban Manual and/or the detail shown on the PLANS.

SOIL CONDITIONS TO ENTER MAIN MAIN

A dry connection to existing water main shall include a connection to an existing water main stub where shown on the PLANS. The CONTRACTOR shall obtain approval of the JURISDICTIONAL GOVERNING ENTITY to shut down any water, including submittal of a schedule of the time of shut off and the time for which the water will be turned off. All mains shut down for any reason shall be pressurized to atmosphere must be disinfected prior to returning main into service.

POLYETHYLENE TUBE (FOR DUCTILE IRON WATER MAIN ONLY)

The CLIENT, or JURISDICTIONAL GOVERNING ENTITY may request that portions of the water mains be enclosed in a polyethylene tube, Class F-184 or approved equal installed as per the manufacturer's recommendations, should soil conditions so warrant its use

FOUNDATION, BEDDING AND HAUNCHING

Foundation, Bedding and Haunching shall be net coarse aggregate or moist like aggregate in accordance with the above standards and placed as shown on the detail.

D. STORM SEWERS AND APPURTENANCES

STORM SEWER PIPE

Storm sewer pipe shall conform to the following

(1) Reinforced concrete pipe minimum Class IV in conformance with the latest revision of ASTM designation C76 with C361 or C443 flexible gasket

necessary and shall be limited to two adjustment rings totaling not more than 8" in height. All manholes and catch basin steps shall be copolymer polypropylene with continuous ½" steel reinforcement, as manufactured by MA Industries, or approved equal.

ADJUSTED RING AND CASING

Casing pipe shall be vertical steel pipe, installed where shown on the PLANS. The carrier pipe shall be securely blocked and bended and insulating and stone sewers shall maintain the specified gradient. Upon installing the carrier pipe the ends shall be sealed with hydraulic cement.

AUGER (OPEN BORE)

The CONTRACTOR shall auger (open bore) where noted on PLANS.

HORIZONTAL AND VERTICAL SEPARATION OF WATER AND SEWER MAINS

Horizontal and vertical separation of water and sewer mains shall be in accordance with Standard Specifications for Water and Sewer Construction in Illinois Section 41.2.01A and 41.2.01B and Standard Drawing 18, 19, 20, 21, 22, 23 and 24.

STRUCTURE ADJUSTMENTS

Structures shall be adjusted to the finished grade as shown on PLANS

B. SANITARY SEWERS AND APPURTENANCES

SANITARY SEWER PIPE

Sanitary sewer pipe including building services, shall conform to the following:

(1) Polyvinyl Chloride (PVC) Sewer Pipe shall conform to ASTM D3034 (4-inch thru 15-inch) or ASTM F679 (18-inch thru 48-inch) minimum SDR 26 with flexible elastomeric seal (preset gasketed joints conforming to ASTM D3212 and F477

(2) Ductile Iron Sewer Pipe shall conform with ANSI/AWWA C151/A21.51 Class 50, cement lined with push on type joints conforming to ANSI/AWWA C111/A21.11.

(3) Extra Strength Clay Sewer Pipe shall conform with ASTM Specification C700 (spliced) with ASTM D1784 type joints conforming to Class NO-DEL (EJWCP), with flexible gasket meeting ASTM C425 (MARCP-wtp).

Sanitary sewers shall include bedding and backfilling.

MANHOLES

Manholes shall be constructed in conformance with Section IIA Manholes, etc. above. The concrete base and bottom section shall be constructed of precast reinforced concrete monolithically cast sections including benches, pipe connection and invert flow lines. Manhole frame and lids shall be Neenah R-1772 or approved equal, with lids imprinted "SANITARY"; with recessed pick holes. Manhole joints between adjustment rings and frames and between manhole sections shall be set on preformed plastic gasket consisting of a homogeneous blend of refined hydrocarbon resins and plasticizing compounds reinforced with laser mineral fiber to provide a water tight seal. All pipe connection openings shall be precast with resilient rubber watertight pipe sleeves. A 19" elastomeric base (chimney seal) shall be installed extending from the manhole top to the manhole frame as shown on detail. Manholes shall include steps, frame & grate, bedding, and trench backfill

FOUNDATION, BEDDING AND HAUNCHING

Foundation, Bedding and Haunching shall be net coarse aggregate or moist like aggregate in accordance with the above standards and placed as shown on the detail

TESTING

Sanitary sewers shall be all tested and tested for deflection in accordance with the requirements of Section 31-1.12 "TESTING AND INSPECTION FOR ACCEPTANCE OF SANITARY SEWERS" of the Standard Specifications for Water and Sewer Construction in Illinois or the JURISDICTIONAL GOVERNING ENTITY, whichever is more stringent. In addition, a televised inspection of the completed sanitary sewers shall be conducted and a copy of the videotape and report furnished to the JURISDICTIONAL GOVERNING ENTITY.

All sanitary manholes are to be tested for water tightness in accordance with ASTM C969 "Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines", or ASTM C1244 "Standard Test Method for Concrete Sewer Manholes by the Negative Pressure (Vacuum) Test"

SERVICES

A wye branch or "tee" and sanitary service line, properly plugged and sealed shall be constructed as shown on the PLANS. The ends of all sections shall be marked with a 4"x4" post extending 24" above grade and painted red. The CONTRACTOR shall keep accurate records of all Wye or Tee locations as measured from the downstream manhole as well as the service length and furnish same to CLIENT.

RISERS

Risers shall be constructed in locations as shown on the PLANS and according to the detail.

DROP MANHOLE CONNECTIONS

Drop manhole connections for connecting sanitary sewers shall be constructed according to the PLANS and the detail

SANITARY SEWER FORCE MAIN

Sanitary sewer force main shall conform to the following:

(1) Polyvinyl Chloride (PVC) Pressure Pipe conforming to the latest revision of ANSI/AWWA C900. Class 150 inch integral bell and flexible elastomeric gasket pressure rated pipe (DR 18).

(2) Ductile iron cement lined pipe conforming to the latest revision of ANSI/AWWA C151/A21.51. Thickness Class 50 minimum 150 psi working pressure with push on type joints.

Force mains shall have a minimum cover of five feet six inches (5'-6") of cover and shall include bedding and trench backfill.

Upon completion of installation, force mains are to be plugged and pressure tested at 2 times the working pressure or total dynamic head for a period of 10 minutes, with no loss of pressure or as required by the JURISDICTIONAL GOVERNING ENTITY, whichever is more stringent.

TELEVISION INSPECTION

Upon completion of construction a television inspection of the sanitary sewer system shall be performed on all portions of the sewer if required by the JURISDICTIONAL GOVERNING ENTITY. Videotapes and written report of all television inspections shall be provided to the CLIENT. The form of report and type and format of the videotape shall be approved by the JURISDICTIONAL GOVERNING ENTITY.

All sewers and appurtenances shall be cleaned prior to inspection and testing required by this section.

All defects and corrective work required as the result of television inspection shall be performed by the CONTRACTOR without delay. All dips, cracks, leaks, improperly installed joints and obstructions appropriate grades and alignment shall be repaired by removing and replacing the involved sections of pipe. Upon completion thereof, the sewer shall be retested and such further inspection made as may appear warranted by the CLIENT.

MISCELLANEOUS

All floor drains shall be connected to the sanitary sewer.

C. WATER MAINS AND APPURTENANCES

WATER MAIN PIPE (1" AND LARGER)

Water main pipe shall conform to the following:

(1) Ductile iron cement lined pipe conforming to the latest revision of ANSI/AWWA C151/A21.51, Thickness Class 52, minimum 150 psi working pressure with push on type joints (D)

(2) Polyvinyl Chloride Pipe (PVC) conforming to the latest revision of ANSI/AWWA C900 (4-inch thru 12-inch) or ANSI/AWWA C905 (14-inch thru 48-inch) pressure rating of 150 psi, SDR 18 in accordance with ASTM D2241. Joints shall be pressure rated in accordance with ASTM D3139 with elastomeric seals in accordance with ASTM F477

Installation shall be in accordance with ANSI/AWWA C600 (Ductile Iron) or ANSI/AWWA C605 (PVC). All water main shall have mechanical joint cast iron or ductile iron fittings in accordance with ANSI/AWWA C110/A21.10 or compact ductile iron fittings in accordance with ANSI/AWWA C153/A21.53 with 250 psi working pressure.

Poured or monolithic concrete thrust blocks are required to brace all tees, plugs, caps, and bends of 11 1/4 degree deflection or greater. Minimum cover for all water cases, including services, shall be 5'-6" from the finished grade. Water main shall include bedding and backfilling.

WATER VALVES

All valves shall be installed where shown on the PLANS in accordance with Section IIA Valves, etc. above. Valves shall be rated working pressure of 200 psi in accordance with JURISDICTIONAL GOVERNING ENTITY requirements, except that butterfly valves conforming to ANSI/AWWA C515 shall be constructed on all water mains 16" diameter and larger. Valves shall be non-rising stem and shall open by turning clockwise.

VALVE VAULTS

Valve vaults shall be constructed in conformance with Section IIA Manholes, etc. above. Frame and lids shall be as approved by the JURISDICTIONAL GOVERNING ENTITY and shall be imprinted "WATER".

VALVE BOXES

Valve boxes shall be constructed in conformance with the standard detail. Valve boxes shall be cast iron extension screw-type having lids imprinted with the letters "WATER".

FIRE HYDRANTS

Fire Hydrants shall be per JURISDICTIONAL GOVERNING ENTITY requirements. All fire hydrants shall be located as shown on the PLANS and shall be painted in a manner acceptable to the JURISDICTIONAL GOVERNING ENTITY after installation and all to be adjusted to final grade.

TAP, STOPS AND BOX

The CONTRACTOR shall determine from the JURISDICTIONAL GOVERNING ENTITY as to the exact style, type, and manufacture of Corporation stops, ground key stops and service boxes preferred by the JURISDICTIONAL GOVERNING ENTITY and shall be furnished and

SMALL WATER SERVICES (2" DIAMETER OR LESS)

Water services shall be type K copper size as shown on PLANS, and constructed where shown on the PLANS. The ends of all services shall be marked with a 4"x4" post extending 24" above grade and painted blue. The CONTRACTOR shall keep accurate records of lay locations and service box locations, as well as the service lengths and furnish same to CLIENT. Water services shall include bedding and backfilling.

DISINFECTION

Disinfection shall meet all of the requirements of the State of Illinois, Environmental Protection Agency, Public Water Supplies Division. The sole quality of the water supply shall be demonstrated by bacteriological analysis of samples collected at sampling taps on at least two consecutive days following disinfection. Forms and copies of the said report submitted to the JURISDICTIONAL GOVERNING ENTITY and the CLIENT

PRESSURE TEST

Allowable leakage, test pressure and duration shall be as required by the JURISDICTIONAL GOVERNING ENTITY.

PRESSURE CONNECTION TO EXISTING WATER MAIN

The CONTRACTOR shall maintain system pressure on an existing water main at all times. Existing water main shall be located and marked accurately, and valve boxes, slab and main supports installed. The existing water main shall be drained and the exterior disinfected prior to installing the tapping tee (material to conform to ANSI/AWWA C110/A21.10). The tapping valve shall be installed (valve to conform to AWWA C500) and the pressure tap completed in accordance with the detail on the plans. Valve shall be connected in accordance with the detail Payment for pressure connection to existing water main shall include disinfection, tapping valve and tee, service box, trench, base and lid, backfill, and trench backfill.

DRY CONNECTION TO EXISTING WATER MAIN

A dry connection to existing water main shall include a connection to an existing water main stub where shown on the PLANS. The CONTRACTOR shall obtain approval of the JURISDICTIONAL GOVERNING ENTITY to shut down any water, including submittal of a schedule of the time of shut off and the time for which the water will be turned off. All mains shut down for any reason shall be pressurized to atmosphere must be disinfected prior to returning main into service.

POLYETHYLENE TUBE (FOR DUCTILE IRON WATER MAIN ONLY)

The CLIENT, or JURISDICTIONAL GOVERNING ENTITY may request that portions of the water mains be enclosed in a polyethylene tube, Class F-184 or approved equal installed as per the manufacturer's recommendations, should soil conditions so warrant its use

FOUNDATION, BEDDING AND HAUNCHING

Foundation, Bedding and Haunching shall be net coarse aggregate or moist like aggregate in accordance with the above standards and placed as shown on the detail.

D. STORM SEWERS AND APPURTENANCES

STORM SEWER PIPE

Storm sewer pipe shall conform to the following

(1) Reinforced concrete pipe minimum Class IV in conformance with the latest revision of ASTM designation C76 with C361 or C443 flexible gasket

joints, except that bituminous mastic joints may be used in grass areas.

(2) Polyvinyl Chloride (PVC) Pipe ASTM D3034 (4-inch thru 15-inch) or ASTM F679 (18-inch thru 36-inch), rated SDR 35, continually marked with manufacturer's name, pipe size, cell classification, SDR ratio). Joints shall be flexible elastomeric seals conforming to ASTM D3212.

(3) Ductile Iron Pipe (DIP) shall conform to ANSI/AWWA C151/A21.5. Class 50 cement lined with push on type joints conforming to ANSI/AWWA C111/A21.11.

(4) Spiral Rib Metal Pipe Type 1R: 18-inch diameter and greater. Pipe ends shall be re-corrugated and installed with semi-corrugated Hugger type bands and ½" ring gaskets. Only permitted with Municipality approval and/or when specifically indicated on PLANS.

(5) High Density Polyethylene Pipe (HDPE) Smooth Interior, AASHTO Designation M252 and M294, maximum diameter of 48 inches. Pipe joints and fittings shall be watertight gasketed joints. No band seals will be allowed. (Only permitted with Municipality Approval and/or when specifically indicated on PLANS)

(6) Polyvinyl Chloride (PVC) large diameter or ribbed profile gravity sewer pipe, UNI-B-9: ASTM F794. (Only permitted with Municipality Approval and/or when specifically indicated on PLANS)

(7) Corrugated Steel Welded Pipe (CSP or CMP), ASTM A760, 18 gauge unless noted on PLANS. Corrugated steel pipe may be round pipe, arch pipe, or slotted drainpipe as indicated on PLANS. Slotted drainpipe shall have 1.78 inches wide slash centroidal openings and 8 inches minimum height of slit gable. (Only permitted with Municipality approval and/or when specifically indicated on PLANS)

Precast tees, bends, and manholes may be used if permitted by the JURISDICTIONAL GOVERNMENTAL ENTITY.

Storm sewers may be constructed with corrugated metal pipe using rolls downs gasketed joints (ASTM 361 or 443) for water main crossings.

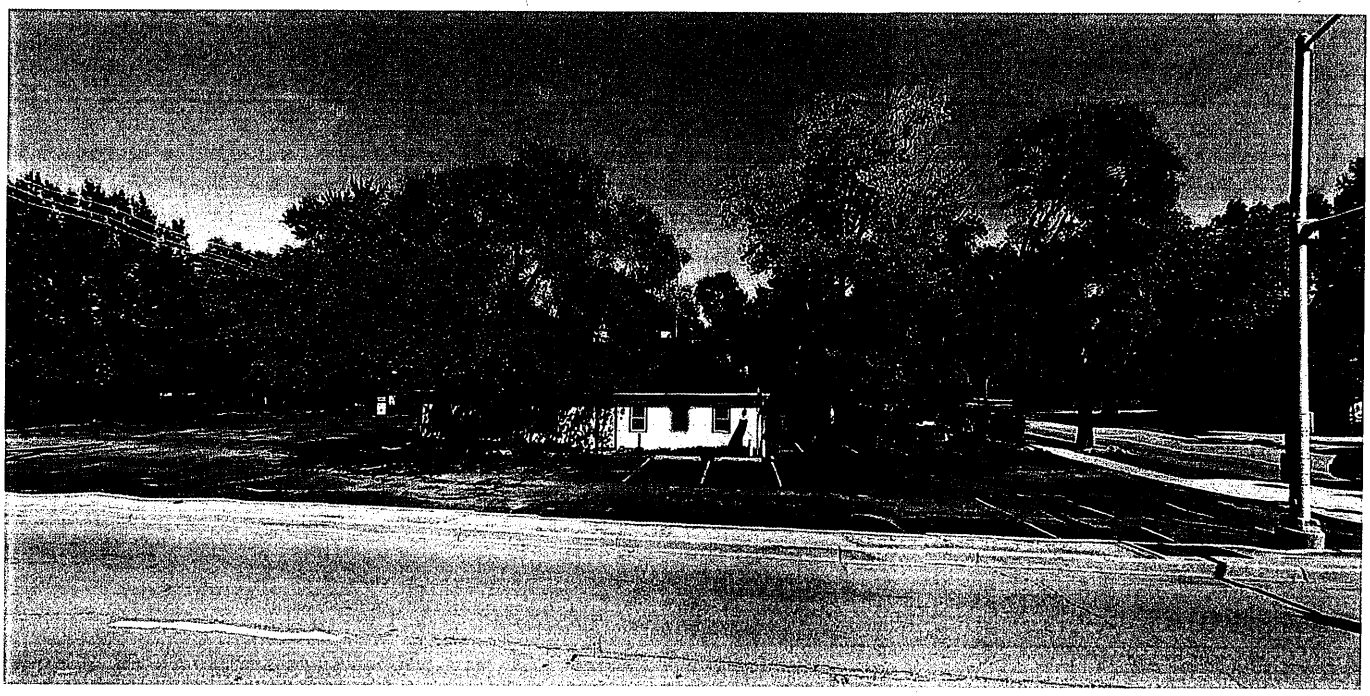
Storm sewer shall include bedding and trench backfill

MANHOLES, INLETS & GATED WALING

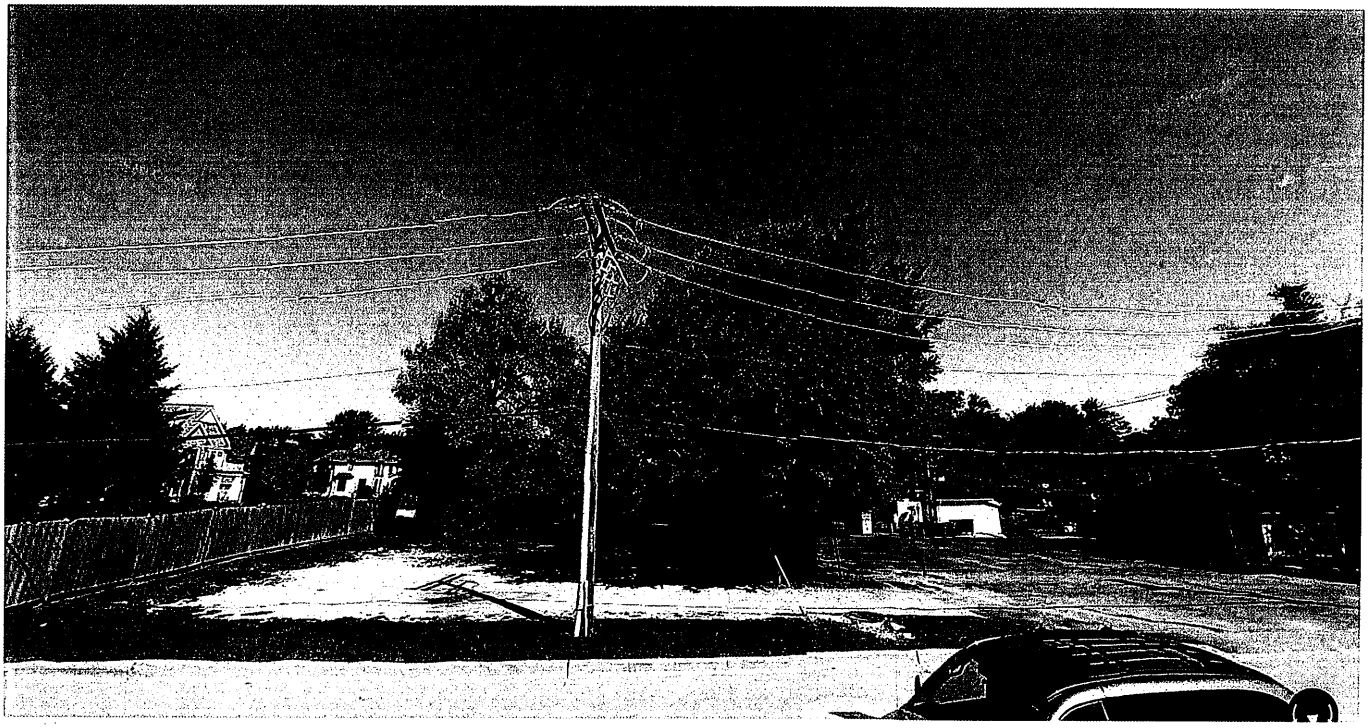
Manholes, inlets and Catch Basins shall be constructed to conformance with Section IIA Manholes, etc. above. The space between connecting pipes and the wall of the manhole shall be completely filled with non-shrink hydraulic cement mortar. Fr

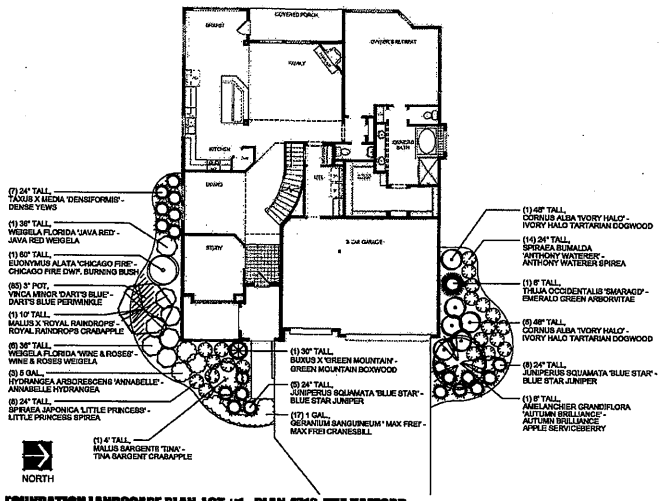
Attachment 3: North Street View from 55th Street

Lot 2



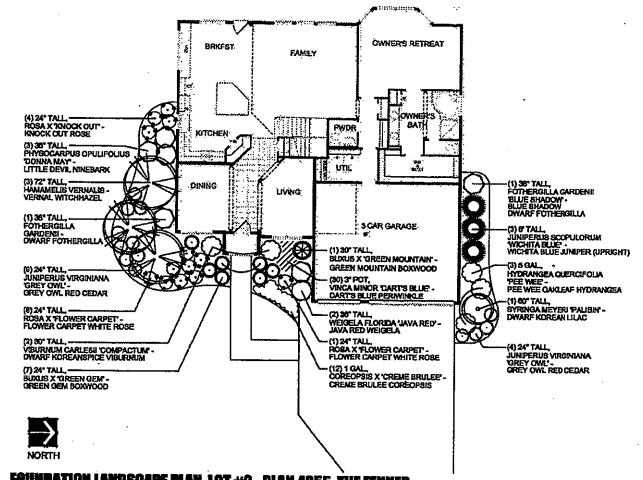
Lot 3





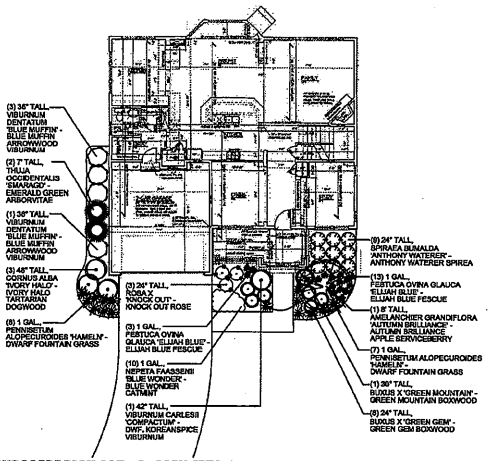
FOUNDATION LANDSCAPE PLAN, LOT #1 - PLAN 4712, THE HAFFORD

SCALE: 1" = 10'-0"



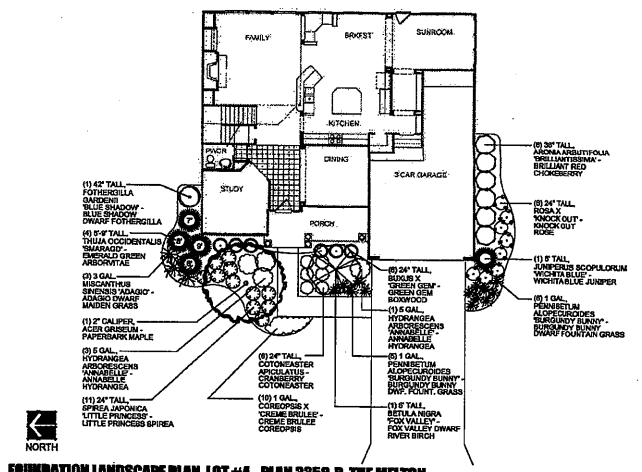
FOUNDATION LANDSCAPE PLAN, LOT #2 - PLAN 4355, THE FENNER

SCALE: 1" = 10'-0"



FOUNDATION LANDSCAPE PLAN, LOT #3 - PLAN 4759, THE RENWARD

SCALE: 1" = 10'-0"



FOUNDATION LANDSCAPE PLAN, LOT #4 - PLAN 3358-B, THE MELTON

SCALE: 1" = 10'-0"

dickson design STUDIO

526 SKYLINE DRIVE
ALGONQUIN IL 60102
847 878 4019

CLIENT NAME AND ADDRESS

DAVID WEEKLEY HOMES

SCHAUMBURG, IL

PLAN DATE

MARCH 6, 2015

REVISIONS

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

PROJECT NAME AND SHEET TITLE

4-LOT SUBDIVISION

55TH STREET - BURBANK, IL

FINAL LANDSCAPE PLAN

SHEET NUMBER

L1.1

Attachment 2

VILLAGE OF HINSDALE

ORDINANCE NO. O2015-15

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:

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

Section 2. Vacation of Unimproved Alley. 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:

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.

Section 8. 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 5th day of May, 2015.

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

NAYES: None

ABSENT: None

APPROVED this 5th day of May, 2015

Thomas Cauley, Village President

ATTEST:

Christine Bruton, Village Clerk

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.

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.

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.

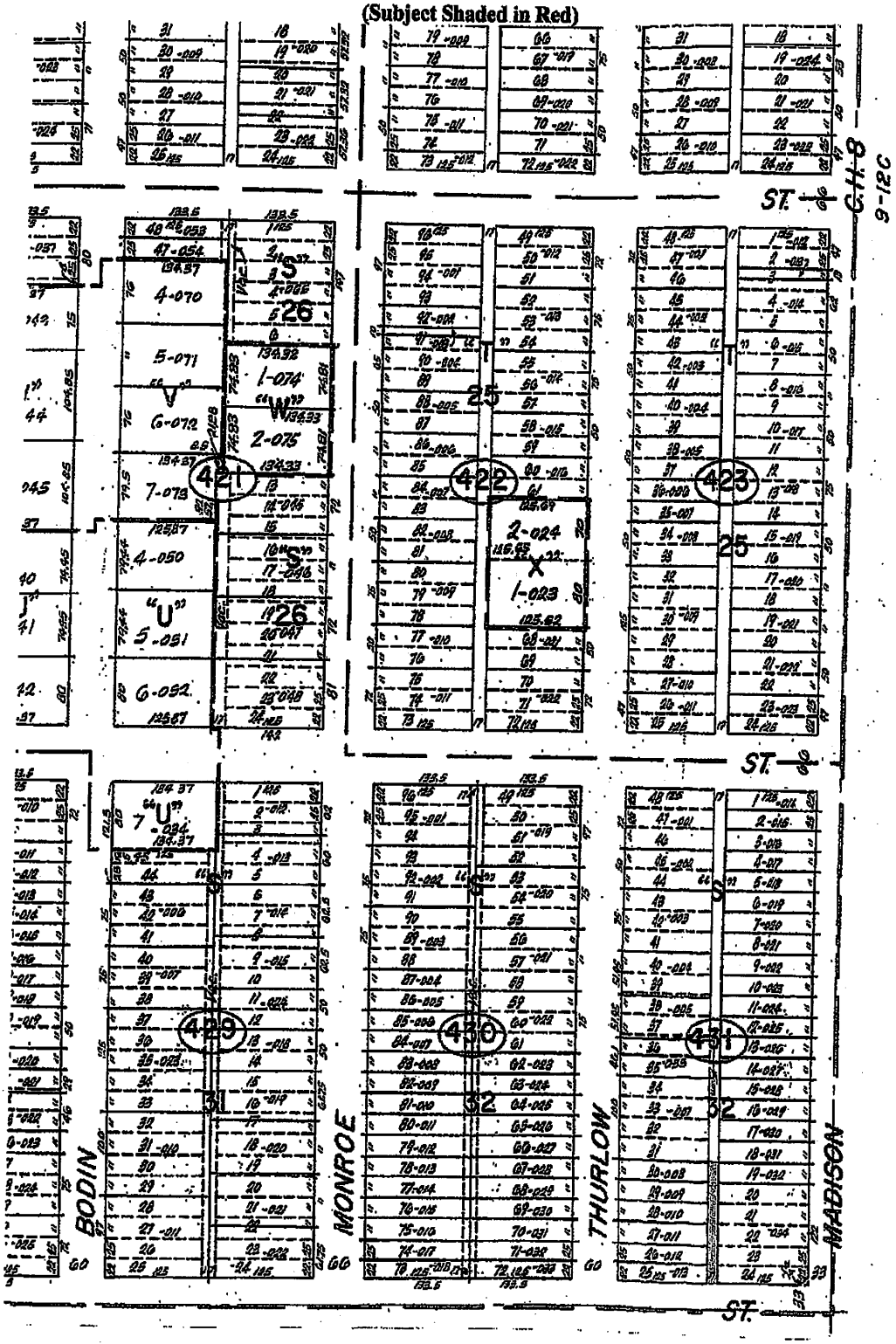
ASSUMPTIONS AND LIMITING CONDITIONS - Continued

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.

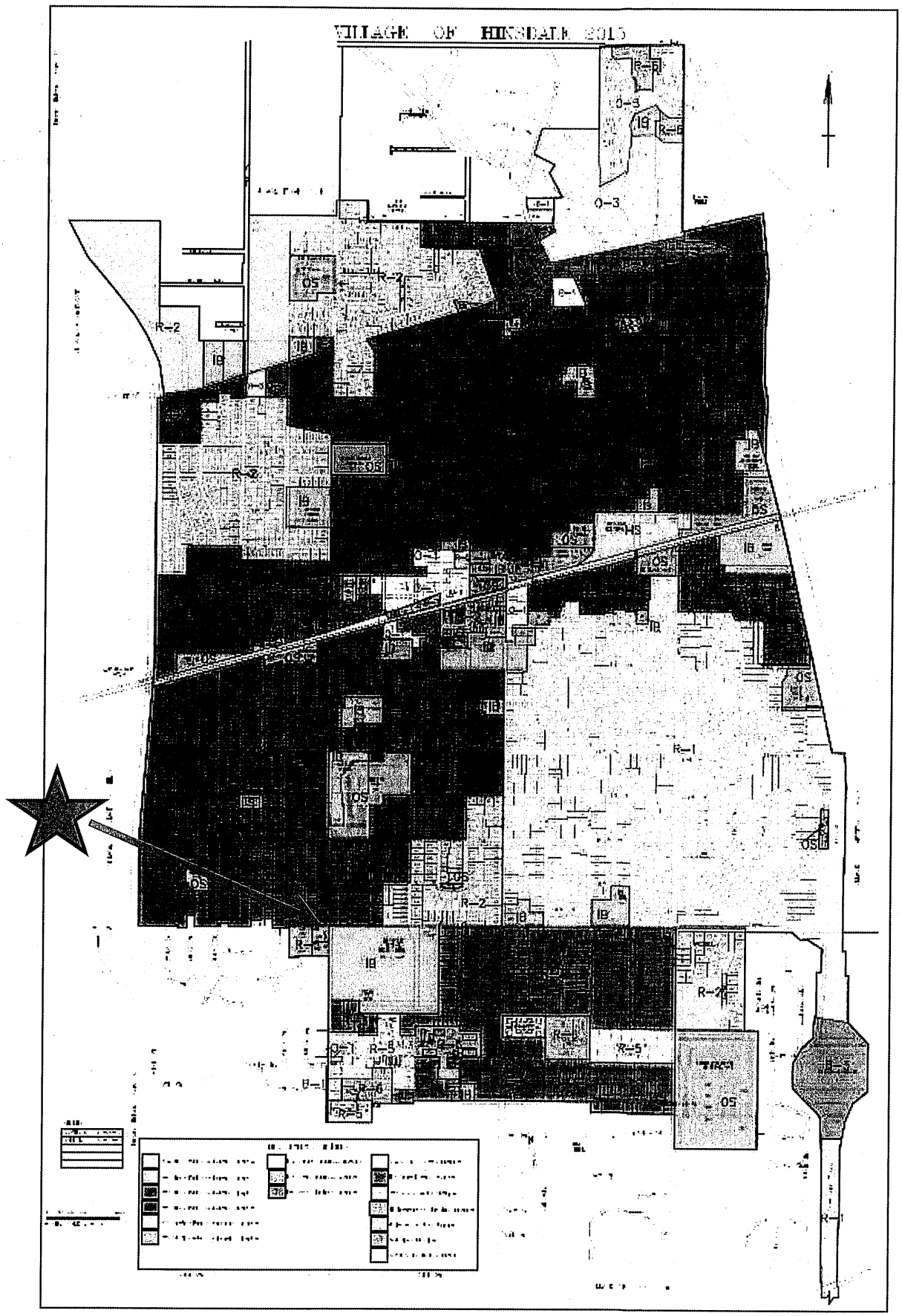
C.A. Benson & Associates, Inc.

SIDWELL MAP
(Subject Shaded in Red)



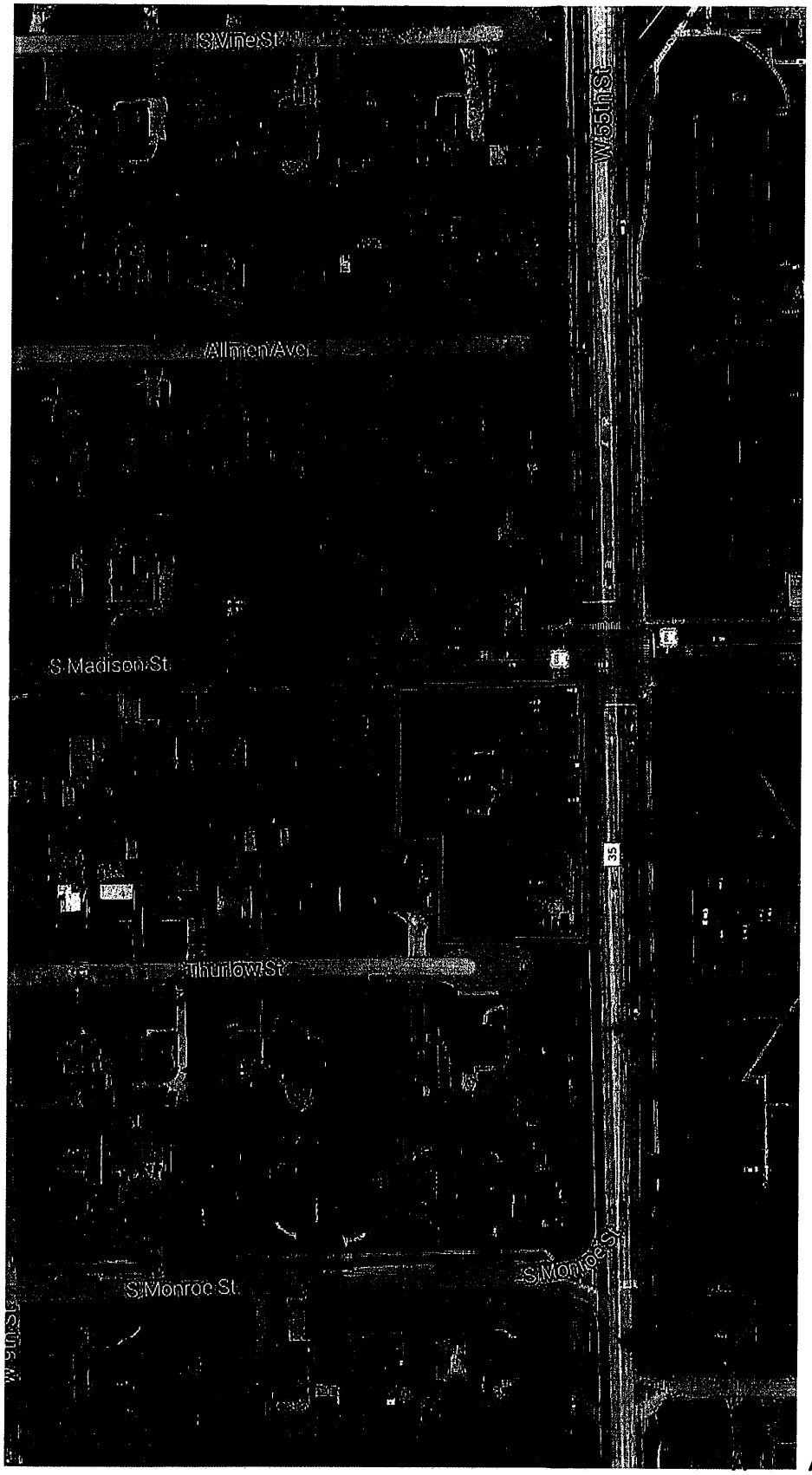
Attachment 4

Attachment 5: Village of Hinsdale Zoning Map and Project Location



Attachment 6: Neighborhood Satellite View

NORTH



Attachment 6

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**
DATE OF PLAN COMMISSION REVIEW (to include Site Plan Review):	**May 13, 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.

7. Chairman Byrnes explained the Board of Trustees (BOT) decision on April 21, 2015, to remand the application for Site Plan review by the PC. Chairman Byrnes also reviewed the BOT response to the concerns by the PC at its April 8th meeting; for example, information regarding the sidewalk, fence and alley vacation/sale. The applicant Mr. Kevin Seay (David Weekley Homes) and his team were present to answer any additional questions the PC had. There were no further questions.

II. RECOMMENDATIONS

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

Following a motion to approve the draft Findings and Recommendations, as amended, to reflect the site plan review standards have been completed for the proposed plat of subdivision for 950 and 954 Madison Street, the Village of Hinsdale Plan Commission, on a vote of seven (7) "Ayes," zero (0) "Nayes," and two (2) "Absent," recommends that the President and Board of Trustees approve the site plan and proposed plat of subdivision for 950 and 954 Madison Street – David Weekley Homes.

THE HINSDALE PLAN COMMISSION

By: _____
Chairman

Dated this 14th day of May, 2015.

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE APPROVING A SITE PLAN AND APPROVING AND ACCEPTING A PLAT OF SUBDIVISION TO RESUBDIVIDE THE PROPERTIES COMMONLY KNOWN AS 950-954 S. MADISON STREET

WHEREAS, David Weekley Homes (the "Applicant") seeks both subdivision approval and site plan approval from the Village of Hinsdale for property commonly known as 950 and 954 Madison Street, Hinsdale, DuPage County, Illinois (the "Subject Property"); and

WHEREAS, the Subject Property is located in the Village's R-4 Single-Family Residential Zoning District. The Applicant seeks to consolidate fourteen (14) existing lots on the Subject Property into four (4) lots for construction of single-family residences, as shown on the attached Final Plat of Weekley Subdivision ("Plat of Subdivision") and site plan (the "Site Plan") attached hereto as **Group Exhibit A** and incorporated herein; and

WHEREAS, at public meetings held on April 8 and on May 13, 2015, the Village of Hinsdale Plan Commission considered all of the matters related to the Applicant's requests, and recommended approval of both the Plat of Subdivision and Site Plan for approval by the Board of Trustees. 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 of the Village of Hinsdale, having reviewed the Plat of Subdivision and Site Plan for the Subject Property and having found both to be in conformity with the ordinances of the Village, find that approval of the Plat, Site Plan and landscaping plan will be in the best interests of the Village of Hinsdale.

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. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Section 11-604 of the Hinsdale Zoning Code, approves the Site Plan attached to, and by this reference, incorporated into this Ordinance as part of **Group Exhibit A** (the "Approved Plan"), subject to the conditions set forth in Section 3 of this Ordinance.

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

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

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

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

SECTION 4: Plat of Subdivision Approval. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and Section 11-1-16 of the Village Code of the Village of Hinsdale, approves and accepts the Plat of Subdivision attached to, and by this reference, incorporated into this Ordinance as part of **Group Exhibit A**.

SECTION 5: 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 6: 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 7: 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.

C.A. Benson & Associates, Inc.

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.

SECTION 8: 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 _____, 2015, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2015, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

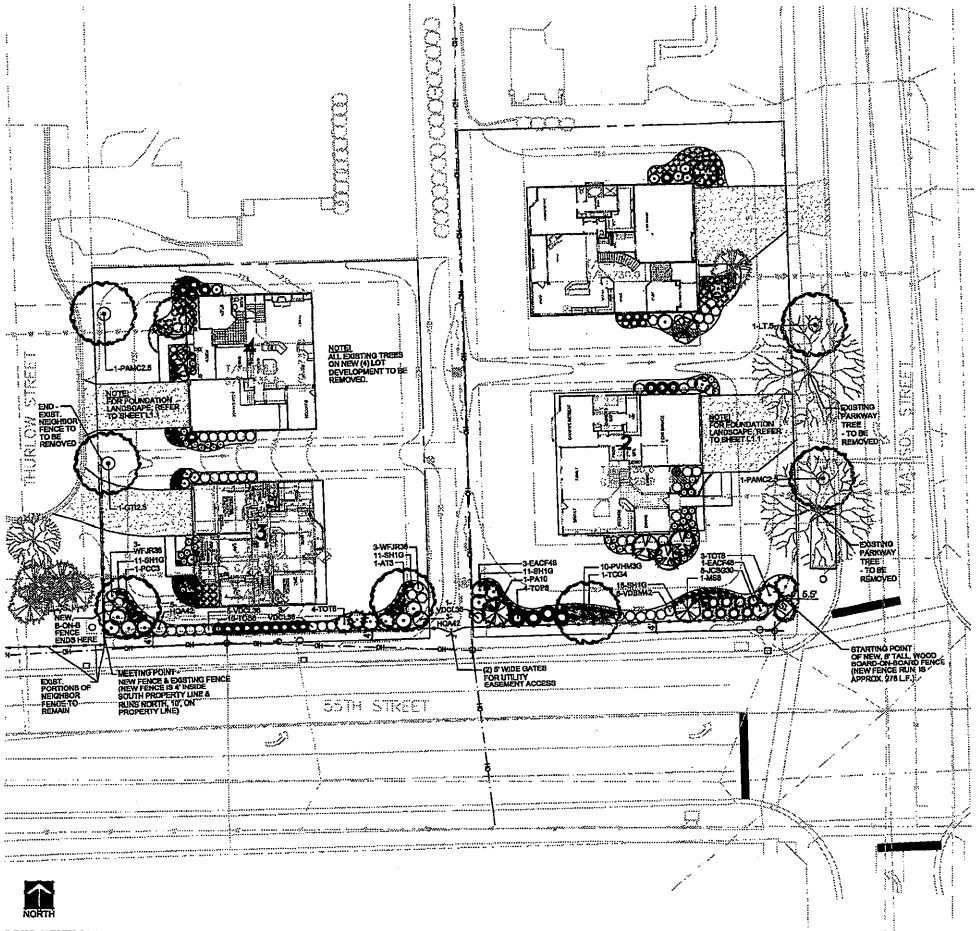
_____
Christine M. Bruton, Village Clerk

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

By: _____

Its: _____

Date: _____, 2015



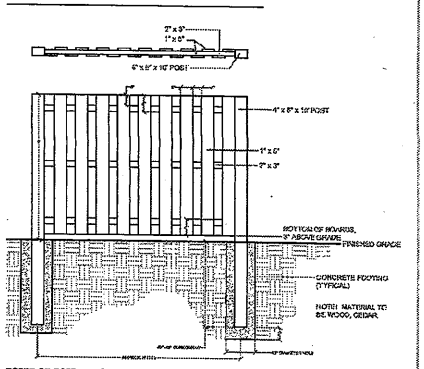
LAND DEVELOPMENT LANDSCAPE PLAN

SCALE: 1" = 20'-0"

PLANT & MATERIALS LIST

CODE	QTY	SIZE	BOTANIC NAME	COMMON NAME
Shade Trees				
GT2.5	1	2.5"	Gleditsia triacanthos var. inermis	Thornless Common Honeylocust
LT2.5	1	2.5"	Liriodendron tulipifera	Tulip Tree
PAMC2.5	2	2.5"	Platanus acerifolia 'Morton Circle'	Exclamation® London Planetree
PCC3	1	3"	Pyrus calleryana 'Chanticleer'	Chanticleer Callery Pear
TCG4	1	4"	Tilia cordata 'Glenleven'	Glenleven Littleleaf Linden
Columnar Shade Trees				
AT3	1	3"	Acer triflorum	Three Flower Maple
Evergreen Trees				
PA10	1	10'	Picea abies	Norway Spruce
TOP8	4	8'	Thuja occidentalis 'Pyramidalis'	Pyramidal Arborvitae
TOS9	10	9'	Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae
TOT8	7	8'	Thuja occidentalis 'Techny'	Mission Arborvitae
Ornamental Trees				
MS8	1	8'	Malus sargentii	Sargent Flowering Crabapple
Evergreen Shrubs				
JCSG30	8	30"	Juniperus chinensis 'Sargent Green'	Sargent Green Juniper
Large Deciduous Shrubs				
EAC48	2	48"	Euonymus alatus 'Compactus'	Dwarf Burning Bush
HQAC42	8	42"	Hydrangea quercifolia 'Alice'	Alice Oakleaf Hydrangea
VDSM42	6	42"	Viburnum dentatum 'Blue Muffin'	Blue Muffin Arrowwood Viburnum
VDCL36	8	36"	Viburnum dentatum 'Chicago Lustre'	Chicago Lustre Arrowwood Viburnum
WFJR36	6	36"	Weigela florida 'Java Red'	Java Red Weigela
Ornamental Grasses				
PVNM30	10	3 Gal.	Panicum virgatum 'Heavy Metal'	Heavy Metal Switch Grass
SHIG	40	1 Gal.	Sporobolus heterolepis	Prairie Dropseed
Materials				
-	3	C.Y.	-	Soil Amendments
-	9	C.Y.	-	Shredded Hardwood Mulch
-	TBD	S.Y.	-	Kentucky Bluegrass Blend Seed & Blanket
-	TBD	S.F.	-	Kentucky Bluegrass Blend Sod
Amenities				
-	278	L.F.	-	Fence - with (2) 6' wide gates

FENCE



BOARD-ON-BOARD FENCE
NOT TO SCALE

dickson design STUDIO
526 SKYLINE DRIVE
ALGONQUIN IL 60102
847 878 4019

CLIENT NAME AND ADDRESS

DAVID WEEKLEY HOMES

SCHAUMBURG, IL

PLAN DATE

MARCH 6, 2015

REVISIONS

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

PROJECT NAME AND SHEET TITLE

4-LOT SUBDIVISION
55TH STREET - KIRKDALE, IL

FINAL LANDSCAPE PLAN

SHEET NUMBER

L1.0

Attachment 2

GROUP EXHIBIT A

APPROVED PLAT OF SUBDIVISION AND SITE PLAN (ATTACHED)

EXHIBIT B

FINDINGS AND RECOMMENDATION
(ATTACHED)

10b

DATE: May 19, 2015

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Second Reading- Zoning & Public Safety	**ORIGINATING DEPARTMENT** Community Development
ITEM Building Permit Fee Increase	**APPROVAL**

Last fall staff committed to evaluating our permit fees in early 2015. The last time this was done was before the recession in 2007. Based on past practice, we used twelve surrounding and "like" communities to establish our control group. They included Burr Ridge, Clarendon Hills, Elmhurst, Glencoe, Highland Park, Lake Forest, Long Grove, Oak Brook, Western Springs, Willowbrook, Wilmette, and Winnetka.

As you will see in the attached spreadsheet, we used a typical new single family home as our example and then calculated fees for each of the twelve communities in the group and weighed them against ours.

It should be noted that there is quite a bit of inconsistency across specific fee types and to try and come up with the rationale used in each community to set those fees would be nearly impossible. We opted instead to focus on a few specific fee types and compare those against not only what other communities were charging, but also against our costs.

One of the concerns mentioned by the Trustees was the wear and tear and long term costs that redevelopment placed on our roads and infrastructure. In light of the investment in reconstruction/resurfacing being done as part of the MIP, this is certainly understandable. Attached are two memos addressing this issue.

The 2008 memo was prompted by the number of complaints received due to failing/settling street patches. This ultimately drove a change in our engineering spec and prompted the use of "flowable fill" in lieu of gravel as a backfill material any time the pavement is opened. This change has resulted in nearly a 0% failure rate. The 2009 memo clearly illustrates what was done when the entire fee ordinance was evaluated in 2007 in response to these same concerns. This memo contained the basis behind the demolition fee being raised as much as it was and the creation of the Right of Way Opening Fee to cover occasional pavement failures. It should be noted that the $250 ROW fee was based on a 15-20% failure rate not being realized since our change in the engineering spec.

Based on the results and feedback from Trustees, staff is recommending the following;

1. Add a Tree Plan Review Fee of $150 to cover the time that our Arborist puts into reviewing tree plans and the associated field visits. This review is new since 2007 when the Fee Ordinance was last amended.
2. Raise the Demolition Fee from $3,000 to $3,700 to cover the long term wear and tear on existing pavements. This increase was based on the current twenty year replacement cost of pavement, curb and gutter, and sidewalk on an average 60' of frontage according to our Assistant Engineer.
3. Increase the Building Permit Fee from $0.75 per square foot to $1.00 per square foot to bring us in line with other communities and to cover increases in personnel costs.
4. Increase the fees in the attached fee ordinance by 2% to cover increased personnel costs associated with the inspections.

Incorporating these changes will result in an increase of roughly 13% in the cost of a permit for a new single family residence (NSFR). This will be the first increase since the recession. Using the example home in the spreadsheet resulted in an increase of $1,891. Based on the number of permits for NSFR permits issued last calendar year (67), the increase will result in at least an additional $125,000 per year. The proposed increase in fees has been discussed with both the Finance Commission and the Board of Trustees as part of the overall revenue projection and budget discussion for the 2015-16 fiscal year.

If the Board of Trustees finds that this request is justified, the following motion would be appropriate:

MOTION:
"To Recommend to the Board of Trustees approval of an Ordinance Amending Section 9-1-4 (Permit Fees) of the Village Code of Hinsdale Relative to Various Building Permit Fees."

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

COMMITTEE ACTION:

BOARD ACTION: At the Board of Trustees meeting of May 5, 2015, an item appeared on the agenda as a First Reading that pertained to increasing fees. The Village Board raised concerns regarding the appropriateness of certain fees and referred the matter to a Committee of the Whole. However, the Committee of the Whole meeting will not be able to occur until sometime in June. The FY 2015-16 revenue assumptions included the proposed fee increases, and delaying implementation of the proposed fees would have an adverse impact on the revenue projections, as the summer months are the busiest time. As such, staff recommends that the Board approve the proposed fee increases as presented at this time; a Committee of the Whole will be scheduled in the upcoming weeks so that the fees may be discussed in greater detail. Those fees that are recommended to be approved may be adjusted at a later date.

MEMORANDUM

TO: Doug Cooper, Director of Finance

FROM: Robert McGinnis MCP, Building Commissioner

DATE: September 22, 2008

RE: **Street Patches**

On September 18, 2008 a joint meeting was held with Public Works, Community Development, and Engineering to discuss street cuts and the associated settlement problems that frequently occur afterwards.

Given that the lions share of utilities are located within the street, there is no choice when making a new water or sewer connection but to saw-cut the pavement. Ideally, your utilities are located within the parkways, but this is not an option in an older community until you fund a complete reconstruction project a block at a time. In the meantime, your best option is to try and control the backfilling operation.

For the last 15-20 years, clean ¾" stone has been used as a backfill material as it has been touted as self-compacting material. This is true only to a degree, as deeper trenches will settle; just not right away. Given that allowing a trench to settle before paving is not always viable, your only option is to bring it up in lifts and compact it before paving. Another product being utilized more recently is been a product called flowable-fill. This product is composed of sand, fly ash, water, and a little cement. It is available through many ready-mix dealers and is delivered and installed just like concrete. The primary benefit is that this product achieves near 100% compaction yet, unlike concrete, can still be removed if needed.

Many communities are turning to flowable-fill as an alternative to granular backfill materials for a couple of reasons. First, unlike gravel, it does not need to be installed in lifts requiring compaction. This is important as we do not have the staff to monitor the backfilling of every street cut in town. Secondly, a trench backfilled with flowable-fill can arguably be paved right away rather than patched temporarily while the trench settles.

Staff has agreed to try using this product versus gravel in several test cases to see if it can reduce the number of trenches that settle after paving, thereby reducing the number of complaints and call backs.

Separately, all staff members agreed that the right way to finish a street patch was to saw-cut the pavement back from each edge of the trench rather than flush with it. This not only bridges the trench, but creates a wider, smoother patch. The question yet to be answered is whether we have the contractor do the patch or raise the permit fees enough to cover the cost of having the village do it as part of our road program as is being done in Elmhurst, Winnetka, and Wilmette right now.

The Community Development Department will report out at the conclusion of the tests with findings and recommendations.

Cc: Tim Bleuher, Director of Community Development
George Franco, Director of Public Works
Al Diaz, Assistant Village Engineer

Memorandum

To: Dave Cook, Village Manager

From: Robert McGinnis MCP, Building Commissioner

Date: February 6, 2009

Re: Street Openings

At our Senior Staff meeting on February 4, 2009, discussion was raised with respect to the condition of the streets and the permit fees associated with street openings. At that time staff committed to reviewing the fees and methodology.

When we amended the fee schedule in April of 2007, we used eleven surrounding and "like" communities to establish our control group. They included Burr Ridge, Clarendon Hills, Darien, Glencoe, Highland Park, Lake Forest, Long Grove, Wilmette, Willowbrook, and Winnetka. With this information staff drafted a new fee schedule that would not only bring us in line with those communities used in our survey, but also simplify the schedule by adding missing line items to help ensure consistency with respect to fees charged while saving staff time in fee calculations.

We made two significant changes to the fee ordinance that addressed the street patch issue specifically. These included raising the demolition fee from $2,145.00 to $3,000.00 and establishing a right of way opening fee of $250.00 for any street opening (a $90.00 comparative average amongst the control group). The justification for raising the demolition permit fee was the long term impact and replacement cost to village infrastructure. The justification for the right of way opening fee was to have monies available for the 15-20% of patches that end up failing.

We recently contacted those communities within our control group to affirm that their fees had not changed and found both our demolition permit fee and right of way opening fee were either in line or higher than the average of the group.

Lastly, it should be noted that we now have a proccess in place to reinspect all street patches after one year to ensure that they have not settled below the surrounding pavement as well as an ongoing study involving an alternative method of backfilling trenches in the street. A memo to Doug Cooper, former Finance Director, is attached that detailed this product and our hopes for an effective solution. Should we conclude that using this product solves the majority of the problems associated with settlement, we will provide engineering details for distribution and mandate that the product be used village wide as is presently the case in the City of Lake Forest.

New Single Family Home Example

4,166 Sqaure Feet — 400 Amp Service w/ 84 Circuits 2 Furnaces & 2 A/C's
37,494 Cubic Feet — 1.5" Water Tap w/ 1.5" Meter 28 Fixures & 74 Fixture Units
550,000 Construction Value Exluding Land

Permit Fees	Burr Ridge	Clarendon Hills	Elmhurst	Glencoe	Highland Park	Hinsdale	Lake Forest	Long Grove	Oakbrook	Western Springs	Willowbrook	Wilmette	Winnetka	Average
Admin Fee	0.00	110.00	0.00	0.00	0.00	80.00	0.00	200.00	90.00	100.00	0.00	0.00	0.00	
Third Party	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Plan Review	1,000.00	1,700.00	200.00	0.00	1,000.00	685.00	620.00	924.00	576.00	1,200.00	1,000.00	311.00	1,285.00	
Engineering	350.00	300.00	0.00	0.00	0.00	800.00	625.00	640.00	128.00	300.00	900.00	700.00	0.00	
Tree Plan	335.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	180.00	
Storm Water	540.00	500.00	0.00	0.00	525.00	600.00	0.00	1,600.00	1,750.00	0.00	0.00	0.00	0.00	
Demolition	150.00	2,400.00	1,782.00	2,256.00	10,750.00	3,000.00	12,250.00	675.00	1,169.00	1,000.00	1,250.00	2,256.00	16,070.00	4,231.38
Inspection Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,472.00	0.00	100.00	1,248.00	0.00	
Building	5,970.00	3,582.00	7,565.00	25,827.28	5,600.00	3,125.00	5,250.00	9,859.00	1,155.00	8,250.00	6,100.00	11,088.00	8,564.00	7,841.18
Elec Service	0.00	70.00	0.00	0.00	75.00	100.00	75.00	0.00	100.00	0.00	300.00	90.00	9,800.00	
Electric	0.00	1,425.00	0.00	0.00	117.00	1,360.00	375.00	0.00	80.00	0.00	1,000.00	476.00	483.00	
Plumbing	0.00	661.00	0.00	0.00	215.00	940.00	214.00	0.00	280.00	0.00	350.00	269.00	300.00	
HVAC	0.00	194.00	0.00	0.00	0.00	260.00	156.00	0.00	600.00	0.00	150.00	123.00	290.00	
ROW Opening	0.00	162.00	741.00	3,300.00	0.00	250.00	50.00	0.00	0.00	0.00	0.00	422.00	1,000.00	455.77
Water Tap	1,000.00	630.00	630.00	489.00	2,025.00	800.00	1,050.00	0.00	2,760.00	1,000.00	600.00	921.00	852.00	
Sewer Tap	1,500.00	0.00	503.00	0.00	525.00	0.00	50.00	0.00	0.00	1,000.00	0.00	0.00	150.00	
Water Meter	837.00	310.00	248.00	248.00	524.00	1,185.00	910.00	0.00	431.00	1,100.00	900.00	800.00	890.00	
Drive/Paving	0.00	211.00	88.00	0.00	75.00	40.00	50.00	0.00	0.00	0.00	75.00	0.00	75.00	
Accessory	0.00	0.00	124.00		0.00	100.00	0.00	0.00	64.00	0.00	0.00	0.00	0.00	
Grading	0.00	0.00	0.00	0.00	750.00	100.00	0.00	0.00	0.00	0.00	0.00	235.00	0.00	
Misc. Fee	50.00	18.00	65.00	0.00	0.00	50.00	0.00	0.00	50.00	25.00	0.00	45.00	0.00	
Unmetered Wtr	0.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00	300.00	0.00	200.00	0.00	125.00	
TOTAL	11,732.00	12,273.00	11,946.00	32,120.28	22,181.00	13,975.00	21,675.00	13,898.00	11,005.00	13,975.00	12,925.00	18,984.00	40,064.00	18,211.79

New Single Family Home Example-Proposed
4,166 Sqaure Feet 400 Amp Service w/ 84 Circuits 2 Furnaces & 2 A/C's
37,494 Cubic Feet 1.5" Water Tap w/ 1.5" Meter 28 Fixures & 74 Fixture Units
550,000 Construction Value Exluding Land

Permit Fees	Burr Ridge	Clarendon Hills	Elmhurst	Glencoe	Highland Park	Hinsdale	Lake Forest	Long Grove	Oakbrook	Western Springs	Willowbrook	Wilmette	Winnetka	Average
Admin Fee	0.00	110.00	0.00	0.00	0.00	80.00	0.00	200.00	90.00	100.00	0.00	0.00	0.00	
Third Party	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Plan Review	1,000.00	1,700.00	200.00	0.00	1,000.00	885.00	620.00	924.00	576.00	1,200.00	1,000.00	311.00	1,285.00	
Engineering	350.00	300.00	0.00	0.00	0.00	800.00	625.00	640.00	128.00	300.00	900.00	700.00	0.00	
Tree Plan	335.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00		0.00	0.00	0.00	180.00	**55.42**
Storm Water	540.00	500.00	0.00	0.00	525.00	600.00	0.00	1,600.00	1,750.00	0.00	0.00	0.00	0.00	
Demolition	150.00	2,400.00	1,782.00	2,256.00	10,750.00	3,700.00	12,250.00	675.00	1,169.00	1,000.00	1,250.00	2,256.00	16,070.00	**4,285.23**
Inspection Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,472.00	0.00	100.00	1,248.00	0.00	
Building	5,970.00	3,582.00	7,565.00	25,827.28	5,600.00	4,166.00	5,250.00	9,859.00	1,155.00	8,250.00	6,100.00	11,088.00	8,564.00	**7,921.25**
Elec Service	0.00	70.00	0.00	0.00	75.00	100.00	75.00	0.00	100.00	0.00	300.00	90.00	9,800.00	
Electric	0.00	1,425.00	0.00	0.00	117.00	1,360.00	375.00	0.00	80.00	0.00	1,000.00	476.00	483.00	
Plumbing	0.00	661.00	0.00	0.00	215.00	940.00	214.00	0.00	280.00	0.00	350.00	269.00	300.00	
HVAC	0.00	194.00	0.00	0.00	0.00	260.00	156.00	0.00	600.00	0.00	150.00	123.00	290.00	
ROW Opening	0.00	162.00	741.00	3,300.00	0.00	250.00	50.00	0.00	0.00	0.00	0.00	422.00	1,000.00	
Water Tap	1,000.00	630.00	630.00	489.00	2,025.00	800.00	1,050.00	0.00	2,760.00	1,000.00	600.00	921.00	852.00	
Sewer Tap	1,500.00	0.00	503.00	0.00	525.00	0.00	50.00	0.00	0.00	1,000.00	0.00	0.00	150.00	
Water Meter	837.00	310.00	248.00	248.00	524.00	1,185.00	910.00	0.00	431.00	1,100.00	900.00	800.00	890.00	
Drive/Paving	0.00	211.00	88.00	0.00	75.00	40.00	50.00	0.00	0.00	0.00	75.00	0.00	75.00	
Accessory	0.00	0.00	124.00		0.00	100.00	0.00	0.00	64.00	0.00	0.00	0.00	0.00	
Grading	0.00	0.00	0.00	0.00	750.00	100.00	0.00	0.00	0.00	0.00	0.00	235.00	0.00	
Misc. Fee	50.00	18.00	65.00	0.00	0.00	50.00	0.00	0.00	50.00	25.00	0.00	45.00	0.00	
Unmetered Wtr	0.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00	300.00	0.00	200.00	0.00	125.00	
TOTAL	11,732.00	12,273.00	11,946.00	32,120.28	22,181.00	15,866.00	21,675.00	13,898.00	11,005.00	13,975.00	12,925.00	18,984.00	40,064.00	**18,357.25**

VILLAGE OF HINSDALE

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 9-1-4 (PERMIT FEES) OF THE VILLAGE CODE OF HINSDALE RELATIVE TO VARIOUS BUILDING PERMIT FEES

WHEREAS, the President and Board of Trustees of the Village of Hinsdale, having noted that building permit fees have not been comprehensively reviewed and increased since 2007, and that costs related to permit application review, processing and inspections, including personnel costs, have increased since such time, find and determine that increases in certain building permit fees are necessary and in the best interests of the health, welfare, and safety of the residents, property owners and the businesses of the Village.

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.

SECTION 2: Title 9 (Building Regulations), Chapter 1 (Administrative Provisions), Section 4 (Permit Fees) is hereby amended to read in its entirety as follows:

"**9-1-4: PERMIT FEES:**

A. Plan Review and Administrative Filing Fee:

1. Outside Agency: Should a plan review be required to be performed by a third party, as determined by the village, all fees and charges related to the performance of such plan review shall be paid by the permit applicant. The applicant shall pay an additional twenty percent (20%) of the charges of the plan review performed by a third party for administrative costs and plan review performed by village personnel. A deposit shall be submitted at the time of application based upon the anticipated total review fee as determined by the village.

2. In-House Plan Review Performed By Village Personnel: Plan review performed by village personnel shall be charged at a rate of eighty dollars ($80.00) per hour, with a one hour minimum paid at the time of application.

3. Expedited Reviews: The village, or a third party as determined by the village, shall perform plan reviews on an expedited basis for new construction, additions, and remodeling, if such expedited review is approved by the building commissioner based upon a request by an applicant, at a rate of one and one-half ($1\frac{1}{2}$) times the rates set forth in subsections A1 and A2 of this section.

4. Engineering Review and Inspection Fee: The plan review fee for the inspection of public and private site improvements for nonresidential and multi-family developments shall be due upon submission of final engineering plans for such improvements. The fee shall be one percent (1%) of the engineer's estimate of the cost of said improvements.

5. Tree Plan Review Fee: Tree plan review performed by the Village Arborist shall be one hundred and fifty dollars ($150.00) and shall cover the costs of reviewing tree plans and associated site visits.

~~5~~6. Fees Nonrefundable: The plan review fees set forth in this section are nonrefundable and shall be paid regardless of whether a permit is ultimately issued.

B. Building Permit Fees:

1. New Structures: The building permit fee for new structures shall be ~~seventy-five cents~~one dollar ($~~0.75~~1.00) per square foot of total floor area of the proposed new structure, including basements, attics, and garages, up to and including twenty-five thousand (25,000) square feet. The fee shall be fifty cents ($0.50) for every square foot of total floor area thereafter.

2. Remodeling and Alterations: Where a building permit applicant proposes to add no new square footage, the building permit fee shall be two percent (2%) of the value of construction. In no event shall the fee be less than one hundred dollars ($100.00). In setting a fee based on the value of construction, the building commissioner may consider any of the following:

a. An estimate furnished by the permit applicant;

b. An affidavit from the owner or the owner's agent; or

c. A calculation to be made by the building commissioner based on the most recent edition of "RS Means Square Foot Costs" book.

3. Permit Fees Generally: Permit fees for the following items are as follows:

Demolition:		
Principal structure	$~~3,000~~3,700.00	plus plan review
Accessory structure	$100 .00	plus plan review
Driveways	$~~40 .00~~40.80	plus plan review

Elevator, escalator, dumbwaiter:		
Up to 3 floors	~~$300.00~~306.00	
Each floor over 3	~~$60.00~~61.20	per floor
Semiannual inspection	~~$115.00~~117.30	
Reinspection	~~$115.00~~117.30	
Right-of-way opening	$250 .00	plus plan review
Fences	~~$40.00~~40.80	plus plan review
Fire suppression systems	~~$100.00~~102.00	base fee and $1.00 per head, plus plan review
Ansul systems	~~$200.00~~204.00	
Standpipes	~~$100.00~~102.00	per standpipe
Fire pumps	~~$100.00~~102.00	plus plan review
Annual reinspection/test	~~$10.00~~10.20	per 100 gallons of rated pump capacity
Food service permit	~~$500.00~~510.00	annual fee
Grading	~~$40.00~~40.80	plus plan review
Health and sanitation	~~$85.00~~86.70	for each inspection
HVAC systems	~~$100.00~~102.00	plus plan review
Air conditioner	~~$40.00~~40.80	per air conditioner
Air handler	~~$40.00~~40.80	per air handler
Hood and duct systems	~~$250.00~~255.00	plus plan review

Moving	$800 .00	per day that building will be in street
Occupancy permits:		
Business occupancy	$175 .00	
Temporary occupancy	$250 .00	plus 150 percent surety for uncompleted work
Overtime inspections	~~$80 .00~~81.60	per hour with 2 hour minimum if approved by the building commissioner
Paving	~~$40 .00~~40.80	plus plan review
Permit renewal fee	Varies - see subsection 9-1-7B of this chapter	
Recording fee	$ 30 .00	
Reinspection fee	~~$100 .00~~102.00	
Single-family preplan and vacant lot reviews	$120 .00	
Signage	$4 .00	per square foot with $75.00 minimum
Temporary signage	$25 .00	plus plan review
Stormwater filing fee	$300 .00	
Stormwater permit fee	$300 .00	
Swimming pool	~~$200 .00~~204.00	
Work without permit	Full fees, plus 50 percent of applicable fee	

4. Electric Permit Fees:

Base fee/minimum fee	~~$100 .00~~102.00	plus plan review
Each circuit	~~$15 .00~~15.30	
Fire alarm systems	~~$100 .00~~102.00	per panel, plus $1.00 per device

Permit renewal fee		Varies - see subsection 9-1-7B of this chapter	
Service/panelboards		~~$100.00~~102.00	per panel
Reinspection fee		~~$100.00~~102.00	

5. Plumbing Permit Fees:

Base fee/minimum fee		~~$100.00~~102.00	plus plan review
Each fixture		~~$30.00~~30.60	
Permit renewal fee		Varies - see subsection 9-1-7B of this chapter	
Reinspection fee		~~$100.00~~102.00	
Unmetered water (see also section 7-4F-5 of this code)		$300.00 (charged quarterly until meter is installed and approved)	

6. Water Tap And Meter Fees:

Tap fee:		
1 inch		$575 .00
$1^1/_2$ inches		$800 .00
2 inches		$1,050 .00
Greater than 2 inches		By plumbing contractor plus base fee
Meter fee:		
$^3/_4$ inch		$300 .00
1 inch		$375 .00
$1^1/_2$ inches		$700 .00
2 inches		$1,550 .00
Greater than 2 inches		Actual cost plus 10 percent

C. Minimum Permit Fee: The minimum fee for any permit not specified in this section shall be one hundred dollars ($100.00).

D. Additional Fee For Work Performed Without A Permit: A fee for work initially performed without a permit in the amount of two hundred fifty dollars ($250.00) or fifty percent (50%) of the applicable permit fee, whichever is greater, shall be imposed in addition to the applicable permit fee."

SECTION 3: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5: Except as to the Code provision set forth above in this Ordinance, all Chapters and Sections of the Village Code of the Village of Hinsdale, as amended, shall remain in full force and effect.

SECTION 6: This Ordinance shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

PASSED this _____ day of _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this _____ day of _____, 2015, and attested to by the Village Clerk this same day.

_____
Thomas K. Cauley, Jr., Village President

ATTEST:

_____
Christine M. Bruton, Village Clerk

This Ordinance was published by me in pamphlet form on the _____ day of _____, 2015.

_____
Christine M. Bruton, Village Clerk

12a

Memorandum

To: President Cauley and Members of the Village Board

From: Chief Bradley Bloom

Date: May 14, 2015

Re: Executive Summary of Police Monthly Report-April 2015

Attached please find our April 2015 monthly report on Police Department activities.

On April 28, 2015 at approximately 10:00 am we successfully transitioned to DuComm as our 9-1-1 dispatch provider from Southwest Central Dispatch (SWCD). The transition was seamless and did not result in any service disruptions or delays. Our staff was very pleased with how organized DuComm was and how well managed the transition was. It's only been a little over three weeks since transitioning to DuComm but the feedback so far from officers has been very positive. We have not received any notification from SWCD regarding costs they incurred due to our leaving. As you may recall, when we recommended DuComm they were in the midst of considering building a second facility that would act as a backup. At this point there does not appear to be support for this option and they are now considering remodeling an existing building in Lombard to use as a backup center. Under this plan, the second facility would be paid for with cash reserves and would not require the Village to enter into a long term capital finance agreement.

During April 2015, we had over 15 victims report that unknown persons had fraudulently filed Federal income tax returns under their names. We are continuing to investigate jointly with the IRS. Preliminarily, it appears that this is somewhat of a widespread event and it does not appear that any local databases were breached to obtain taxpayer information.

Additionally, on April 3, 2015, at approximately 2:20 a.m., officers were dispatched to the 300 block of west Hickory for a suspicious noise complaint. Upon arrival, officers found a vehicle parked in the driveway of a residence that had damage indicating that it had recently been vandalized. Officers also found a flashlight at the scene that they believed was left there by the offender. Officers parked their squad at a remote location and surveilled the residence on foot hoping the offender might return to retrieve the flashlight. After approximately an hour, officers observed a suspect return to the area and throw what they later determined was a bottle filled with gasoline and a wick fashioned out of toilet paper, commonly referred to as a Molotov Cocktail, at the house. Fortunately, the bottle did not break and the fire was extinguished without damage. After a brief foot pursuit, a 17 year old male from Hinsdale was taken into custody and a large fire was averted. The 17 year old was charged as a juvenile with felony criminal damage to property and attempted arson. Officer Jeff Huckfeldt was recognized as the April 2015 Officer of the Month due to his efforts on this incident.

Cc Ms. Kathleen Gargano, Village Manager



VILLAGE
OF HINSDALE FOUNDED IN 1873

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

FIRE AND POLICE SERVICES

MONTHLY REPORT

April 2015



POLICE SERVICES MONTHLY REPORT

April 2015

Investigations, Crime Prevention, and Youth Bureau Summary
April 2015

INVESTIGATIONS DIVISION

For the month of April 2015, the division had a total of 84 cases being investigated with 21 of these cases brought to disposition. The most frequent incident classifications for these cases were Fraud/Identity Theft (33), Theft (13) and Vandalism/Trespass (8).

On April 15, 2015, a 40-year-old Chicago woman was charged with one count of **Theft under $500.00**. The woman who had been an employee/cashier at the BP Amoco station had been removing money from the cash register during her work hours. After a July 2014 investigation into this incident, a warrant was obtained for the woman. The woman was released after posting bond.

On April 29, 2015, a 24-year-old Chicago man was arrested on one count of **Domestic Battery**, after a physical altercation at the Shell Food Mart parking lot. The man is alleged to have pulled the complainant from a vehicle and then began pushing and hitting the female complainant with an open hand. The man was transported to the DuPage County Jail for a bond hearing.

During the month of April, 2015, the Investigations Division completed eight background checks on candidates applying for the position of police officer. These background checks included speaking to employers, references, an interview, neighborhood visits, and police contacts.

CRIME PREVENTION ACTIVITY

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

April 7, 14, 21, 28	**8 classes**	**Monroe School**
April 10, 17, 24	**6 classes**	**Monroe School**
April 6, 13, 20, 27	**4 classes**	**The Lane School**
April 10, 17, 24	**6 classes**	**The Lane School**
April 13, 20, 27	**9 classes**	**St. Isaac Jogues School**

A nine week D.A.R.E. Program 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)

April 8, 15, 22, 29	**16 classes**	**Hinsdale Middle School**
April 9, 16, 23, 30	**24 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 April 1, 2015, Officer Coughlin attended the DJOA board meeting in Wheaton. Topics covered were meeting/training sites, upcoming trainings and board meetings, membership, website, scholarships and elections.

On April 6, 2015, Officer Coughlin attended the DuPage County Juvenile Justice Council meeting in Wheaton. Topics covered were Detention Hearing Screening, funding for juvenile mental health services and effective interventions for high-risk youths.

On April 7, 2015, Officer Coughlin attended a Juvenile Detention Hearing in Wheaton for a juvenile that Officer Coughlin brought to the Juvenile Detention Center on April 5, 2015,

On April 11, 2015, Officer Coughlin presented a Situational Awareness/Self –Defense class to a group of high school females. The class was about not putting yourself in a position to become a victim, knowing your surroundings and learning self-defense techniques. The girls all had a chance to practice the self-defense techniques and then they were put in a situation where an offender grabs them and they have to fend him off using the techniques they learned.

On April 14, 2015, Officer Coughlin served as Bailiff for Peer Jury at Darien Village Hall.

On April 15, 2015, Officer Coughlin made Safety Village Applications available to the public in the lobby of the police department and answered questions from residents concerning Safety Village.

On April 22, 2015, Officer Coughlin attended the DJOA (DuPage Juvenile Officers Association) meeting. The topic was Gangs in DuPage County, current gang trends, enforcement techniques and gang issues within schools.

On April 23, 2015, Officer Coughlin met with Hinsdale Middle School Principal Pena, a social worker, a classroom teacher and a parent about the challenges this parent was having with her child in and out of school.

On April 24, 2015, Officer Coughlin held the DARE Graduation at Madison School for the fifth graders. Officer Coughlin spoke to parents and graduates about the re-enforcement of the DARE lessons and to continue to make good choices and decisions in their future. Students read their essays, a video presentation was given. Chief Bloom addressed the graduates and all received certificates.

On April 27, 2015, Officer Coughlin gave a station tour to a group of Cub Scouts. He talked to the Scouts about safety and being a good citizen.

On April 27, 2015, Officer Coughlin met with a juvenile offender and his parents and assigned him peer jury.

On April 28, 2015, Officer Coughlin spoke with five 7th grade classes at Hinsdale Middle School about the Bill of Rights and the first 10 amendments. Officer Coughlin explained how the amendments affect students' rights and how they affect law enforcement. Officer Coughlin answered many questions from the seventh graders.

On April 28, 2015, Officer Coughlin met with a juvenile offender and his parents and assigned him peer jury.

On April 29, 2015, Officer Coughlin spoke with three 7th grade classes at Hinsdale Middle School about the Bill of Rights and the first 10 amendments. Officer Coughlin explained how the amendments affect students' rights and how they affect law enforcement. Officer Coughlin answered many questions from the seventh graders

On April 29, 2015, Officer Coughlin met with staff at the Wellness House to discuss safety measures. Officer Coughlin walked the interior and exterior of the building and offered security tips. Officer Coughlin then scheduled a future presentation for the staff on Situational Awareness and Violence in the work place.

On April 29, 2015, Officer Coughlin met with a juvenile offender and his parents and assigned him peer jury.

On April 30, 2015, Officer Coughlin met with a juvenile offender and his parents and assigned him peer jury.

On April 10, 17 2015, Officer Coughlin walked the Business District monitoring the behavior of middle school students. Officer Coughlin spoke with teens, shoppers, business owners and handled any incidents related to the students.

On April 7, 11, 14, 16, 2015, Officer Coughlin supervised three high school students completing community service work.

YOUTH BUREAU SUMMARY

On 4/3/2015 at approximately 2:18am, a HCHS junior was charged with **Criminal Damage to Property and Attempted Arson** after damaging a local residence. The charges were **Direct Filed**.

On 4/7/2015 at approximately 12:40pm, two HCHS sophomores were charged with **Unlawful Consumption of Alcohol** after they were found drinking alcohol in the school cafeteria. One student was assigned **Peer Jury**, the other was ordered to appear in **Field Court**.

On 4/7/2015 at approximately 6:15pm, a 16-year-old Hinsdale resident was charged with **Battery of a Protected Class** after striking a Police Officer. The charges were **Direct Filed**.

On 4/10/2015 at approximately 9:49pm, a 16-year-old Hinsdale resident was charged with **Aggravated Assault with a Deadly Weapon and Resisting Arrest** after she assaulted Hinsdale Police officers. She was taken to the **Detention Center**.

On 4/10/2015 at approximately 8:01pm, a HMS 8th grader left her house when she was grounded by a parent. She was released to a parent – **No Further Action taken**.

On 4/10/2015 at approximately 8:55am, a HCHS junior was charged with **Theft** after taking shoes from the girl's locker room. She was ordered to **Appear in Field Court**.

On 4/17/2015 at approximately 10:40am, an HMS 8th grader was charged with **School Truancy** after refusing to go to school. She was given a **Station Adjustment**.

On 4/17/2015 at approximately 8:26pm, a LTHS junior was charged with **Possession of Cannabis and Speeding** following a routine traffic stop. He was ordered to **Appear in Field Court**.

On 4/21/2015 at approximately 9:33am, two HCHS freshman were charged with **Fighting** after they fought with one another during gym class. They were ordered to appear in **Field Court**.

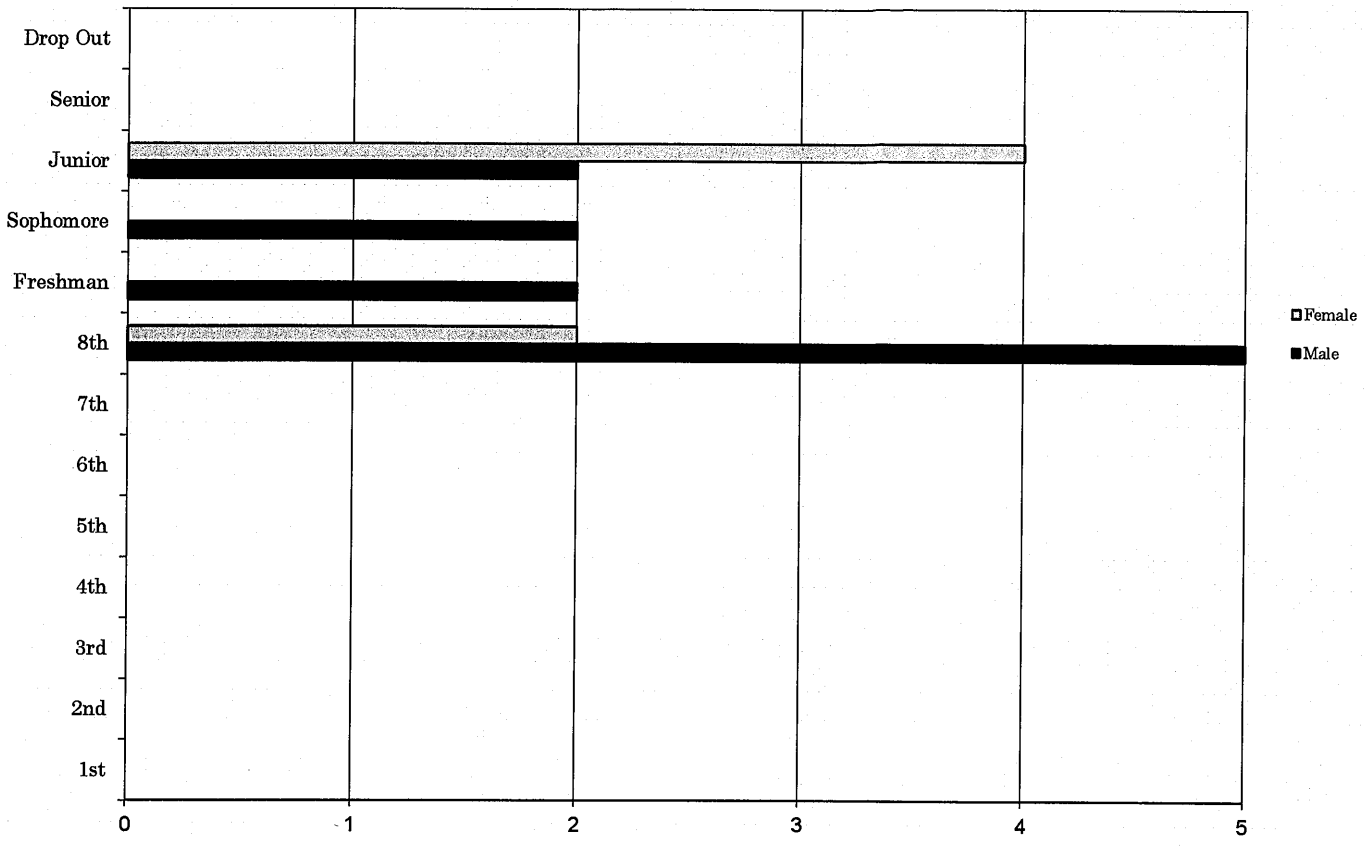
On 4/22/2015 at approximately 12:15pm, an HMS 8th grader was charged with **Theft** after taking cash from a teacher's purse in the classroom. He was assigned **Peer Jury**.

On 4/24/2015 at approximately 11:30pm, a 16-year-old Hinsdale resident was charged with **removing a home monitoring device**. She was taken to the **Detention Center**.

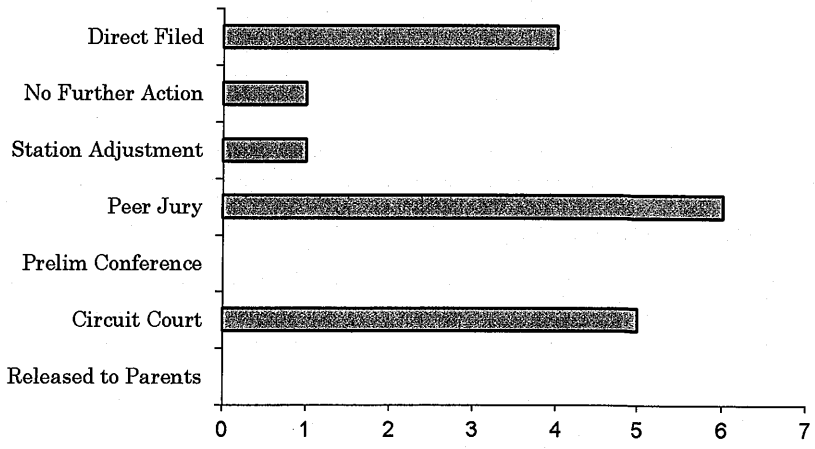
On 4/26/2015 at approximately 4:10pm, three CHMS 8th graders and one HMS 8th grader were charged with **Criminal Damage to Property and Trespass** after they broke into a locked building, spray painted the interior and discharged multiple fire extinguishers. All four were assigned **Peer Jury**.

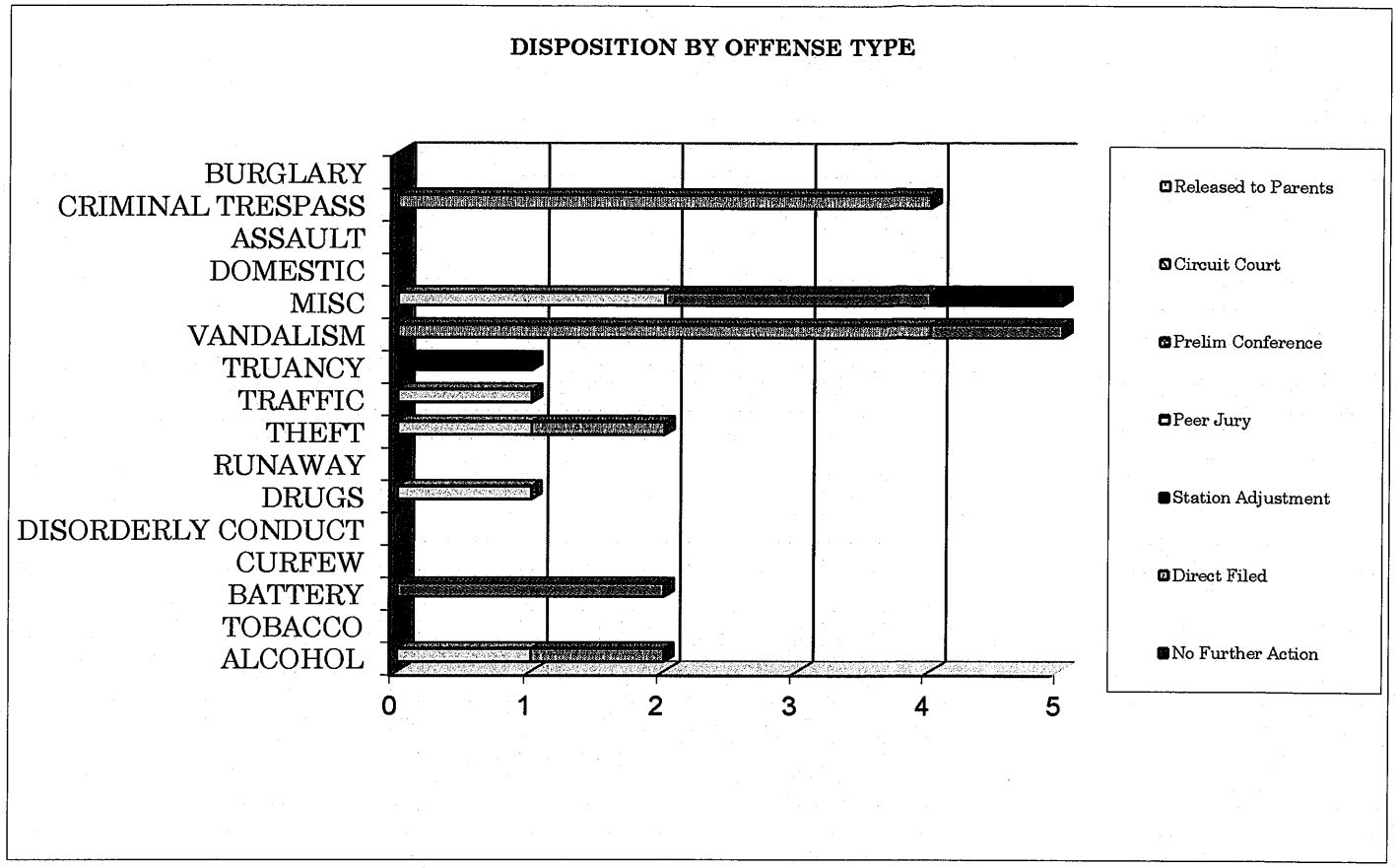
Hinsdale Police Department
JUVENILE MONTHLY REPORT
April 2015

AGE AND SEX OF OFFENDERS



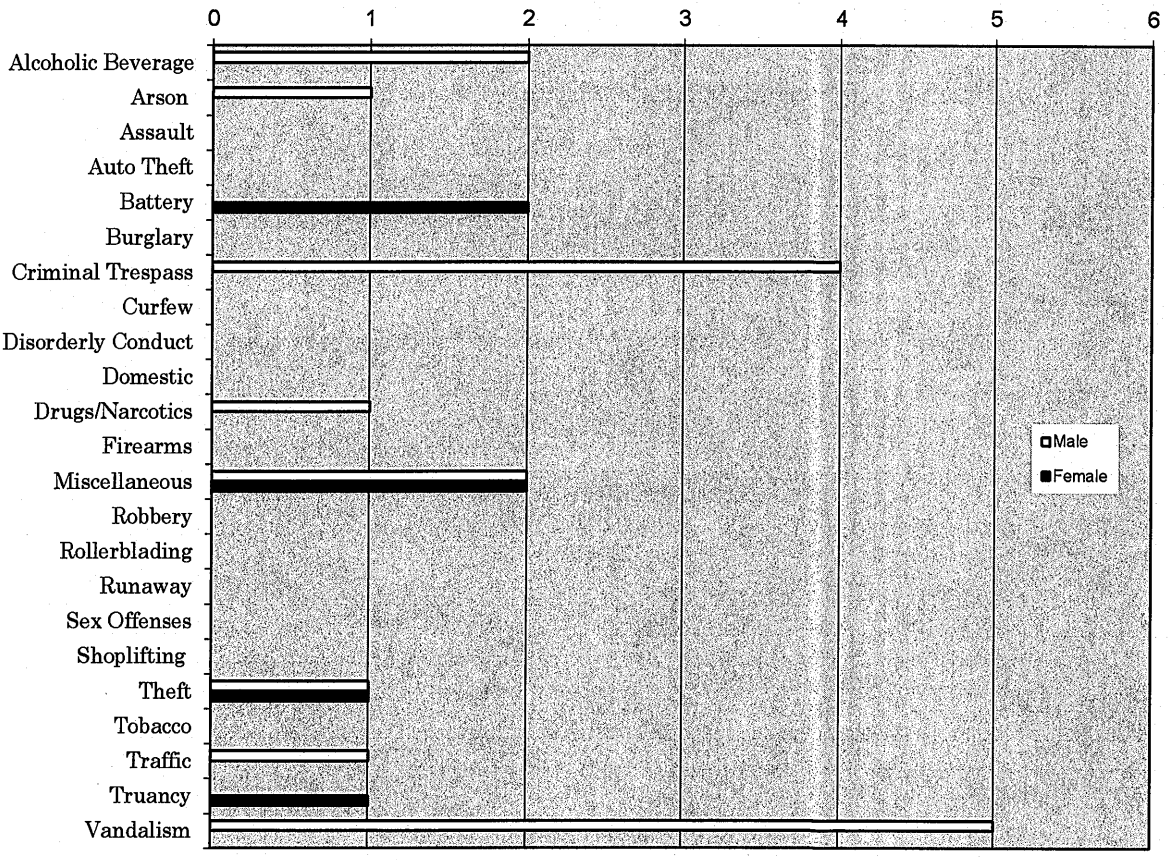
DISPOSITION OF CASES





Juvenile Monthly Offenses Total Offenses by Offense Type

April 2015



NOTABLE TRAFFIC INFORMATION REQUESTS AND ACTIVITY APRIL 2015

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.

7th & Monroe: A preliminary intersection study is in progress at this intersection following a resident inquiry about changing yield signs to stop signs. A recommendation will be made to the Village Board recommending a change if the findings of the study determine MUTCD warrants are met.

2nd & Madison: A preliminary intersection study is in progress at this intersection following a resident inquiry about changing yield signs to stop signs. A recommendation will be made to the Village Board recommending a change if the findings of the study determine MUTCD warrants are met. A speed study, along with posting of speed feedback sign, is also in progress to determine alternate strategies that may be recommended for speed control. 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:

The National Safety Council has identified the month of April to be "Distracted Driving Awareness Month." **On April 24th, the Hinsdale Police department coordinated a regional enforcement effort with law enforcement agencies on along the 55th Street Corridor from Naperville to Western Springs. 11 citations were issued by officers during this enforcement campaign.**

Distracted driving is a serious traffic safety concern that puts everyone on the road at risk. In recent years, hundreds have been killed and thousands seriously injured in Illinois as a result of collisions that involved at least one driver who was distracted. Nationally, an estimated 3,328 died in 2012. As a result, law enforcement across the nation, including the Hinsdale Police Department, continue cracking down on cell phone use and texting with the use of zero tolerance enforcement campaigns.

An educational video regarding distracted driving has been made by the Hinsdale Police Department and may be viewed on the website: www.villageofhinsdale.org/pd

SELECTIVE ENFORCEMENT ACTIVITY

(Minutes Spent)

NORTH SIDE	SOUTH SIDE
York Road between The Lane and Fuller (75) School Zones (130) Countyline Rd. Walnut to Ogden (120)	Countyline Rd. 47th to 55th (735)

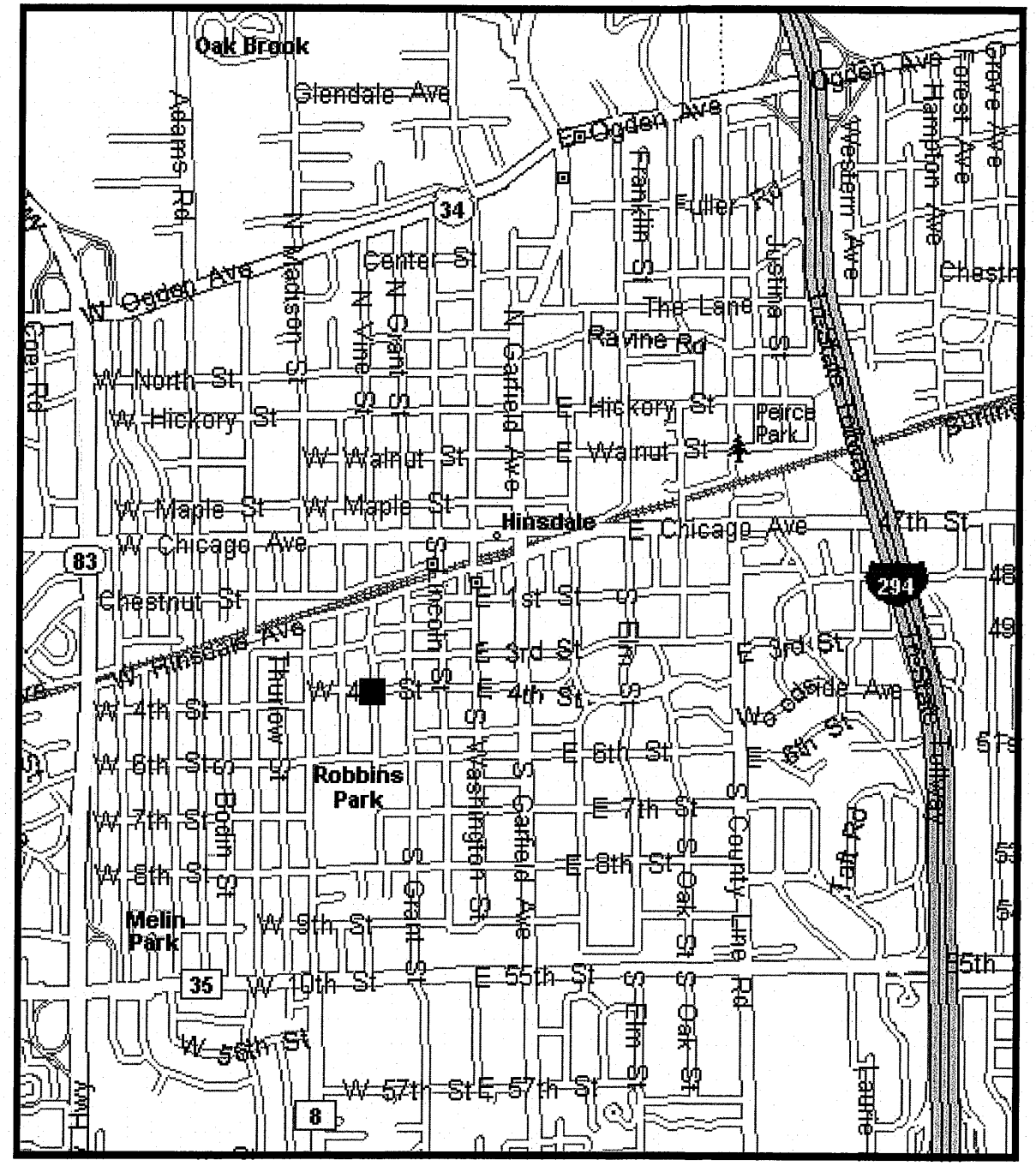
SPEED TRAILER	SPEED FEEDBACK SIGN (85th Percentile Speed)	STEALTH RADAR
800 blk S. Monroe Street	700 blk S. Monroe Street (27mph)	200 blk S. Madison (27mph)

TRAFFIC ENFORCEMENT

April 2015

* *Includes Citations and Warnings*	This Month	This Month Last Year	YTD	Last YTD
Speeding	179	120	639	370
Disobeyed Traffic Control Device	51	30	149	117
Improper Lane Usage	15	24	56	85
Insurance Violation	7	9	37	45
Registration Offense	23	27	121	145
Seatbelt Violation	11	3	91	56
Stop Signs	12	37	85	149
Yield Violation	12	14	42	61
No Valid License	1	4	12	14
Railroad Violation	0	1	3	4
Suspended/Revoked License	1	3	20	10
Cellular Phone Violations	78	107	238	277
Other	1	0	75	37
TOTALS	**391**	**379**	**1,568**	**1,370**

BURGLARIES
April 2015



■ Burglaries

● Burglaries from Motor Vehicles

MONTHLY OFFENSE REPORT

April 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	0	0	1	0
4. Assault and Battery, Aggravated	0	0	0	0
5. Burglary	1	0	8	3
6. Theft	15	10	41	25
7. Auto Theft	0	1	3	3
8. Arson	1	0	1	0
TOTALS	17	11	54	32

SERVICE CALLS—APRIL 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	3	0	10	13	-23
Domestic Violence	10	14	35	36	-3
Burglary	1	0	6	1	500
Residential Burglary	0	2	4	3	33
Burglary from Motor Vehicle	0	0	7	4	75
Theft	15	14	35	22	59
Retail Theft	0	2	2	0	200
Identity Theft	18	1	25	22	14
Auto Theft	0	2	3	5	-40
Arson/Explosives	0	0	0	0	0
Deceptive Practice	0	2	5	4	25
Forgery/Fraud	3	3	9	9	0
Criminal Damage to Property	9	6	13	8	63
Criminal Trespass	1	0	1	5	-80
Disorderly Conduct	0	2	2	0	200
Harassment	3	7	8	11	-27
Death Investigations	0	0	2	0	200
Drug Offenses	1	3	7	3	133
Minor Alcohol/Tobacco Offenses	1	2	3	3	0
Juvenile Problems	13	10	43	45	-4
Reckless Driving	0	4	5	1	400
Hit and Run	8	12	41	34	21
Traffic Offenses	1	5	12	20	-40
Motorist Assist	38	36	218	218	0
Abandoned Motor Vehicle	3	1	7	6	17
Parking Complaint	17	33	77	74	4
Auto Accidents	22	53	181	246	-26
Assistance to Outside Agency	7	3	11	17	-35
Traffic Incidents	6	4	19	23	-17
Noise complaints	18	21	55	35	57
Vehicle Lockout	25	25	102	99	3
Fire/Ambulance Assistance	118	153	586	633	-7
Alarm Activations	93	109	372	465	-20
Open Door Investigations	6	3	14	21	-33
Lost/Found Articles	16	15	40	46	-13
Runaway/Missing Persons	2	13	7	15	-53
Suspicious Auto/Person	32	46	113	118	-4
Disturbance	10	4	28	33	-15
911 hangup/misdial	67	103	305	400	-24
Animal Complaints	30	42	98	112	-13
Citizen Assists	34	56	165	186	-11
Solicitors	7	8	20	13	54
Community Contacts	7	2	7	7	0
Curfew/Truancy	0	2	2	6	-67
Other	81	123	359	388	-7
TOTALS	**726**	**946**	**3,064**	**3,411**	**-10**

Training Summary
April 2015

(All training is mandatory unless noted otherwise)

- From Tuesday, April 7, 2015 to Wednesday, April 8, 2015, Community Service Officer Jennifer Dodge attended the 16 hour class, Proper Lock-Up Procedures for Females.

- On Wednesday, April 8, 2015, Detective Kevin Susmarski attended the annual, 8-hour AFCI Fraud Seminar.

- From Wednesday, April 15, 2015 to Friday, April 17, 2015, Detective Kevin Susmarski attended IAPEM 2105 Conference.

- From Wednesday, April 22, 2015 to Friday, April 24, 2015, Detective Sergeant Erik Bernholdt attended IL Crisis Negotiators Association 2015 Conference.

- From Sunday, April 26, 2015 to Tuesday, April 28, 2015, Sergeant Thomas Yehl attended ILEAS Conference 2015.

- During the month of April required employees completed Illinois Monthly Legal Update & Review, Infectious Materials and Blood Borne Pathogens Exposure Control Plan, and LEADS Less Than Full Access online or during roll call.

- All staff has also gone through Du-Comm training. The Department has successfully switch dispatch services from Southwest Central Dispatch to Du-Comm.

Submitted by:

Sergeant Thomas Yehl
Training Coordinator

April 2015 Collision Summary

All Collisions at Intersections

LOCATION	30 days	12 Months	2 Years	3 Years	5 Years
County Line Rd. & 55th	1	6	3	4	32
Elm & Walnut	1	1	2	3	5
Garfield & 55th	1	7	2	3	18
Garfield & Chicago	1	6	10	14	28
Garfield & Hickory	1	2	5	5	12
Oak & Chicago	1	4	7	9	15
Oak & Ogden	1	5	5	5	18
Quincy & Chicago	1	1	1	1	1
TOTALS	8	32	35	44	129

Right-Angle Collisions at Intersections

Collisions of the type we considered when creating Municipal Warning

LOCATION	30 days	12 Months	2 Years	3 Years	5 Years
County Line Rd. & 55th	1	1	3	4	32
Elm & Walnut	1	1	2	3	5
Garfield & 55th	1	2	2	3	18
Garfield & Hickory	1	1	5	5	12
Oak & Chicago	1	4	7	9	15
Oak & Ogden	1	2	5	5	18
Quincy & Chicago	1	1	1	1	1
TOTALS	7	12	25	30	101

Contributing Factors and Collision Types

Contributing Factors:	
Failure to Yield	6
Improper Backing	5
Failure to Reduce Speed	8
Following too Closely	2
Driving Skills/Knowledge	1
Improper Overtaking/Passing	1
Exceeding Safe Speed for Conditions	0
Improper Turning	0
Disobeyed Traffic Signals	1
Improper Lane Usage	0
Had Been Drinking	0
Vehicle Equipment	0
Vision Obscured	1
Driving Wrong Way	0
Distraction	1
Weather	0

**Contributing factors may be higher than total crashes, due to multiple contributing factors in a single crash*

Collision Types:	
Private Property	4
Hit & Run:	5
Personal Injury	5
Pedestrian	2
Bicyclist	0

Crashes by Day of the Week:	
Sunday	3
Monday	0
Tuesday	5
Wednesday	7
Thursday	4
Friday	6
Saturday	3
TOTAL	28

Manual on Uniform Traffic Control Devices Warrants

April 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—April 2015

CITATIONS BY LOCATION

		This Month	This Month Last Year	YTD	Last YTD
Chestnut Lot	*Commuter Permit*	46	30	154	146
Highland Lot	*Commuter Permit*	25	8	86	34
Village Lot	*Commuter Permit*	25	38	126	171
Washington Lot	*Merchant Permit*	47	20	164	76
Hinsdale Avenue	*Parking Meters*	236	390	787	1,256
First Street	*Parking Meters*	252	368	973	1,407
Washington Street	*Parking Meters*	239	501	921	1,979
Lincoln Street	*Parking Meters*	8	34	63	85
Garfield Lot	*Parking Meters*	81	165	221	374
Other	*All Others*	330	336	1,381	1,352
TOTALS		**1,289**	**1,890**	**4,876**	**6,880**

VIOLATIONS BY TYPE

	This Month	This Month Last Year	YTD	Last YTD
Parking Violations				
METER VIOLATIONS	960	1,519	3,325	5,256
HANDICAPPED PARKING	1	4	39	10
NO PARKING 7AM-9AM	17	25	70	68
NO PARKING 2AM-6AM	91	96	360	411
PARKED WHERE PROHIBITED BY SIGN	26	66	170	231
NO VALID PARKING PERMIT	21	32	138	134
Vehicle Violations				
VILLAGE STICKER	71	38	218	163
REGISTRATION OFFENSE	33	55	190	303
VEHICLE EQUIPMENT	9	3	84	64
Animal Violations	0	4	15	31
All Other Violations	60	48	267	209
TOTALS	**1,289**	**1,890**	**4,876**	**6,880**

Social Networking Monthly Status Report
April 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:

- Announced that Hinsdale Public Services will be conducting annual prescribed burns on two natural areas located on Village owned parcels on April 1st from 9:30am to 2:30 pm.

- Reminded residents that the DEA has issued a nationwide alert on Fentanyl as a threat to health and public safety. Hinsdale Police are equipped with Naloxone, which is a nasal spray that immediately reverses an opiate overdose.

- Announced Police Department lobby hours in observance of Good Friday.

- Power Outage Notification: Comed is reporting an outage in the area of 6th and Garfield, which is currently under investigation and an estimated restore time is 10:45 am.

- A tornado watch was issued by the National Weather Service until 11 PM for the Hinsdale area. Reminded residents to monitor weather conditions throughout the evening.

- Road Closure Announcement :Neri Construction will be closing Lincoln St between Hinsdale Ave and Chestnut St on Thursday, April 16, 2015. This FULL closure will prohibit vehicular traffic from crossing the railroad tracks. Barricades and signage will be installed by 7 AM. The closure is necessary for the excavation of an auguring pit on the north side of the railroad tracks.

- Announced that Safety Village applications are available in the Police Department lobby April 15th at 7:00 am.

- Power Outage Notification: Comed is reporting a power outage near 294 and Ogden that may be impacting residents on the northeast side of Hinsdale. The estimated restore time is 5:15pm.

- Notified residents that the National Safety Council has identified the month of April to be "Distracted Driving Awareness Month." Throughout the month, the Hinsdale Police Department will be actively ticketing those texting or operating hand-held cell phones.

- Reminded residents that the Village of Hinsdale prohibits any person to write, place or mark any signs or advertisements on any such street, sidewalk or public place. Public places include the parkway, which is most often the area between the public sidewalk and the street. Any signs placed in this area are in violation of Village of Hinsdale Ordinance 7-1-5 and can be removed, confiscated, with the owner being cited.

- Advised that on Sunday April 26th, The Community House will be hosting the 2015 WALK THE WALK FOR AUTISM. This event is scheduled to begin at 8:30AM but residents can expect that travel and parking for the along the designated route, especially in the area near the Community House, will be impacted between 8-11AM. Hinsdale Police Officers will be leading the walk and will be assigned to various intersections along the route to assist with traffic and ensure participant safety.

- TRAFFIC ALERT: The intersection of Chicago and Lincoln is currently closed as contractors work to replace a water main. Westbound traffic will be routed north on Lincoln, and eastbound traffic will be routed north on Grant during this closure period.

NUMBER OF FOLLOWERS

Facebook 697

twitter: 696

12b

May 11, 2015

TO: Thomas K. Cauley, Village President
Village Board of Trustees
Kathleen A. Gargano, Village Manager

FROM: Rick Ronovsky, Fire Chief

REF: Executive Summary – Fire Department Activities for April 2015

In summary, the Fire Department activities for the month of April 2015 included responding to a total of 186 emergency incidents. Fire related incidents totaled 65 responses, Emergency Medical related totaled 95 responses, and Emergency related totaled 26 responses. Response totals for April 2015 are slightly lower than the average number of responses for the last three Aprils, but our year-to-date total response rate remains consistent.

Our only reportable loss due to a fire is estimated at $1,300 this month. This occurred when our members responded to a vehicle on fire at Ogden Avenue and Illinois Route 83. While there were several other Incidents of Interest, damage from fire related incidents is surprisingly low in the Village during this calendar year. Details are contained in the Incidents of Interest below.

Members continue to keep prepared to provide services and are regularly taking opportunities to attend training and learn. Firefighters Baker and McDonough attended the annual Fire Department Instructors Conference (FDIC), taking advantage of national fire service instructors in various live fire service related training.

This month, members worked to facilitate the changeover in consolidated dispatch centers. DuComm staff members conducted in-service training for all three shifts on their operations and policies. Several DuComm Supervisors "rode along" with Fire Department shifts for familiarization. Assistant Chief McElroy and our part time Fire Prevention staff member Jim Halik worked to make sure documentation and response procedures were accurately transferred from Southwest Central to DuComm. The April 28th cutover went smoothly.

A statistical breakdown is attached.

Hinsdale Fire Department Monthly Report April 2015



Emergency Response

In **April**, the Hinsdale Fire Department responded to a total of **186** requests for assistance for a total of **850** responses this calendar year. There were **28** simultaneous responses and **five** train delays this month. The responses are divided into three basic categories as follows:

Type of Response	*April 2015*	*% of Total*	*Three Year April 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)	*65*	*35%*	*93*
Ambulance: (Includes ambulance requests, vehicle accidents and patient assists)	*95*	*51%*	*83*
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)	*26*	*14%*	*53*
Simultaneous: *(Responses while another call is on-going. Number is included in total)*	*28*	*15%*	*48*
Train Delay: *(Number is included in total)*	*5*	*3%*	*8*
Total:	*186*	*100%*	*229*

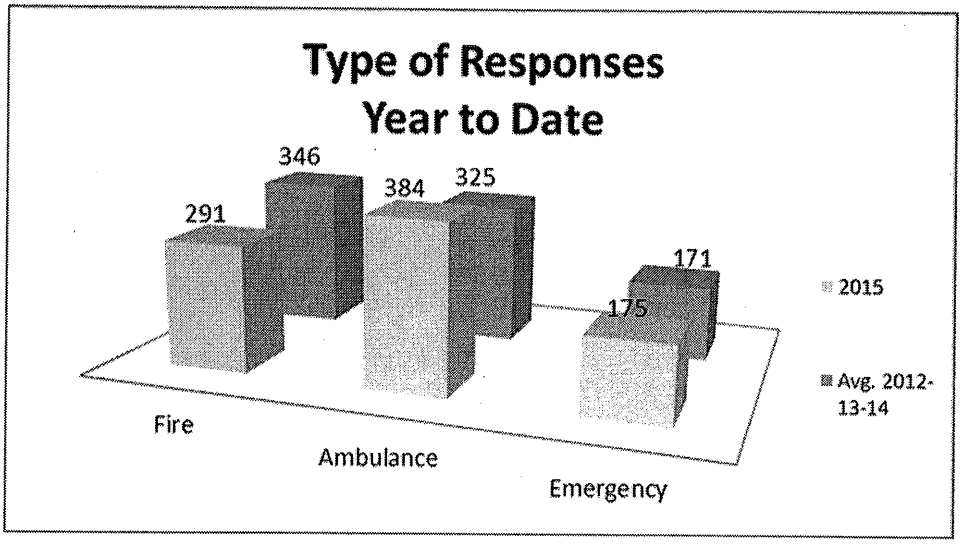
Year to Date Totals

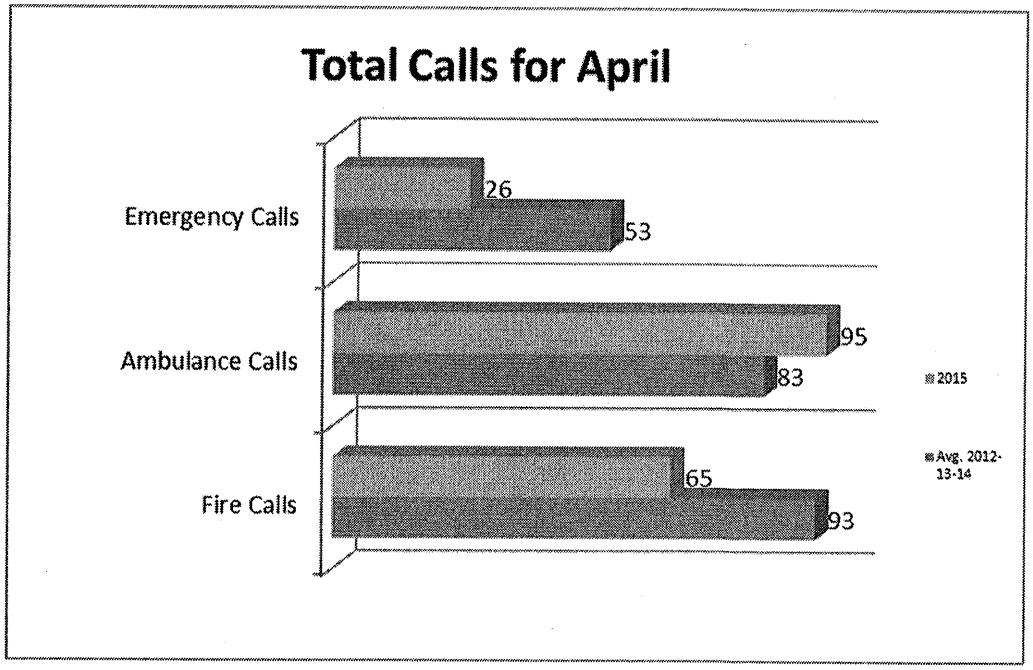
Fire: 291 **Ambulance: 384** **Emergency: 175**

2015 Total: 850 **2012-13-14 Average: 842**

Hinsdale Fire Department Monthly Report April 2015

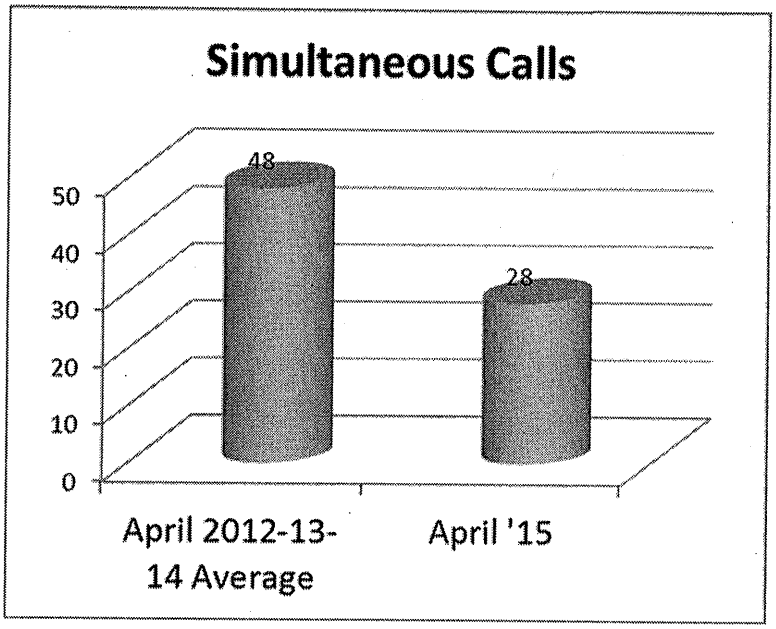
Emergency Response

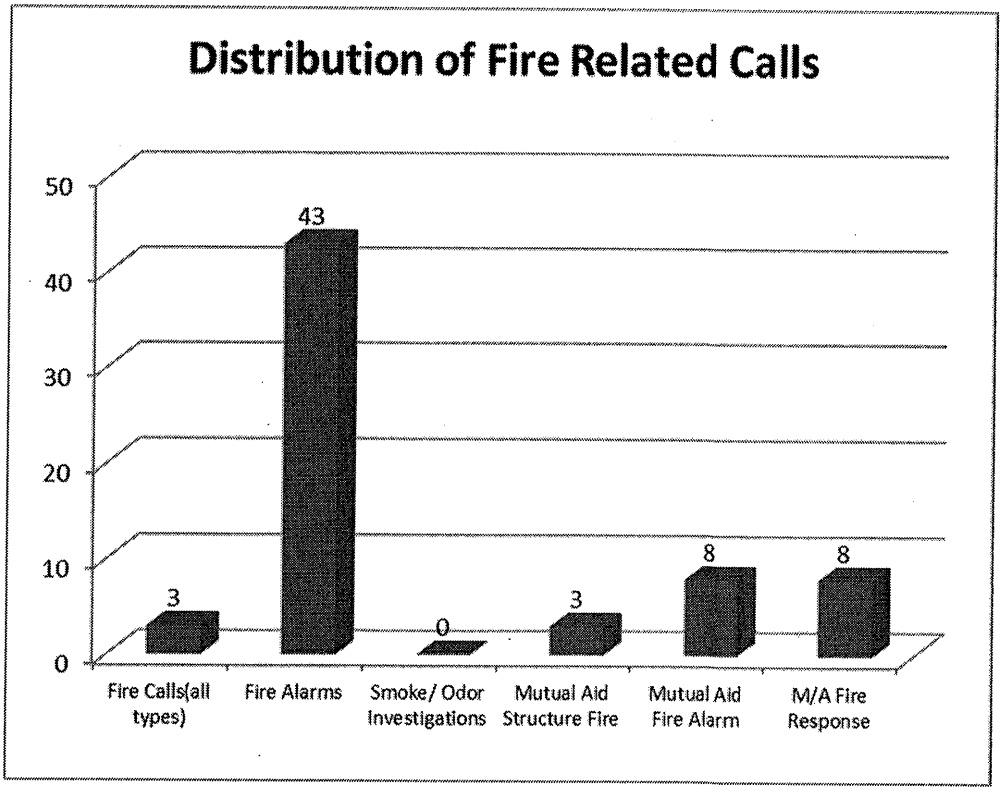




Hinsdale Fire Department Monthly Report April 2015

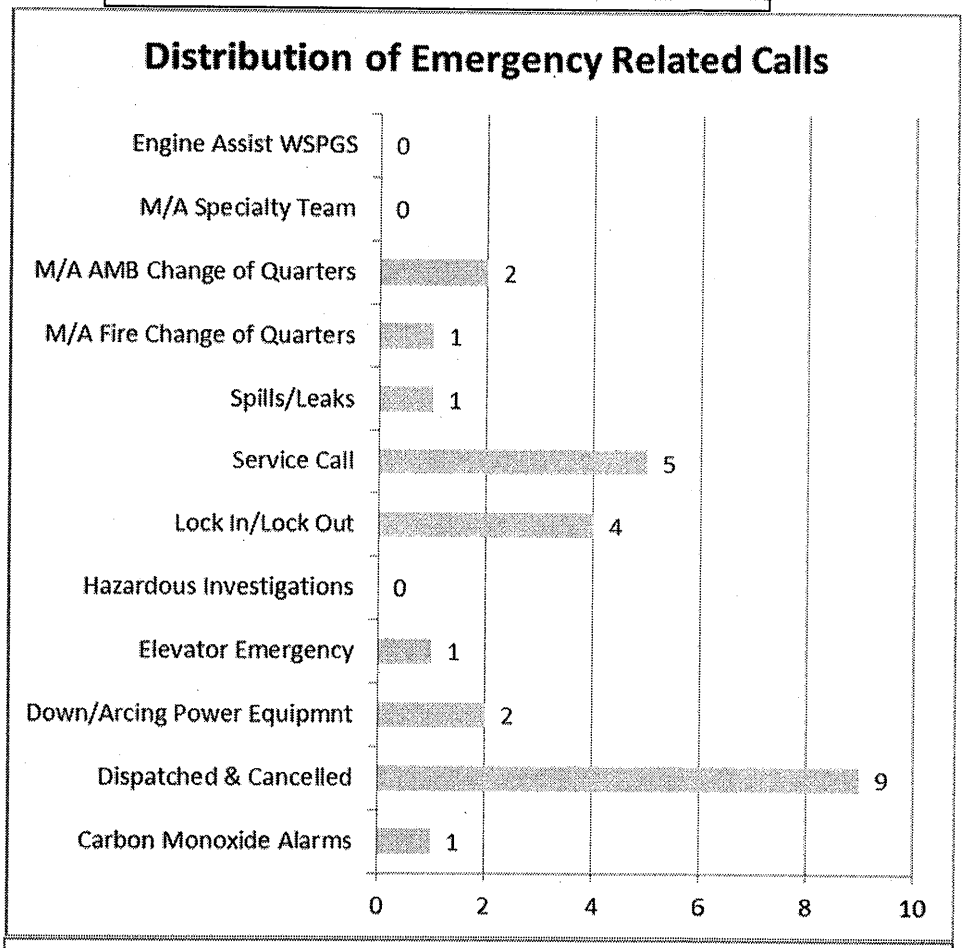
Emergency Response

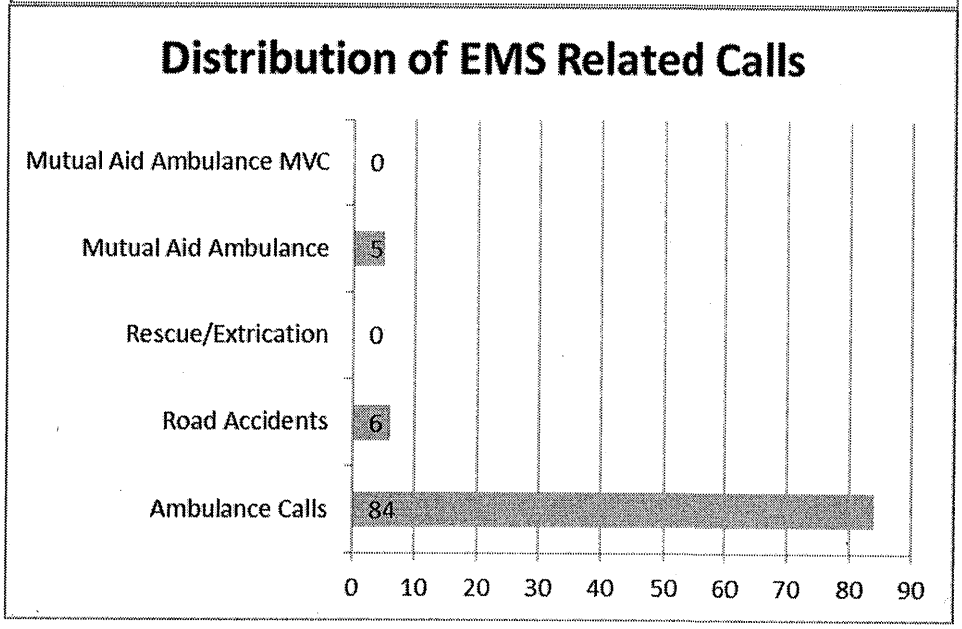




Hinsdale Fire Department Monthly Report April 2015

Emergency Response





Hinsdale Fire Department Monthly Report April 2015



Incidents of Interest

April 2 – Captain DeWolf responded to assist the Addison Fire District in determining the cause of a residential structure fire. This response was through the DuPage County Fire Investigation Task Force.

April 2 – members responded to assist the Western Springs Fire Department with an engine for a vehicle accident with a roll over and people trapped. Members assisted in extricating the trapped people from inside their vehicle.

April 2 – members responded to the 400 block of east Third Street for a construction container on fire in a driveway. Members found the refuse container on fire and quickly extinguished it. There was no measureable damage. The fire did not spread from the container.

April 4- Captain DeWolf responded to assist the Bloomingdale Fire District in determining the cause of a residential structure fire. This response was through the DuPage County Fire Investigation Task Force.

April 4 – members responded to assist the Clarendon Hills Fire Department with an engine for a natural gas leak inside a residence. Members assisting in secure the residence.

April 9 – members responded to assist the Western Springs Fire Department with our aerial ladder for smoke inside a medical office building. Members assisted in investigating the cause of the smoke including using our aerial device to access the roof and roof top services.

April 10 – members responded to assist the Oak Brook Fire Department with an ambulance for a child having a seizure in one of their schools. Members treated the child and then turned them over to their parents who declined transportation to a hospital.

April 10 – members responded to assist the Clarendon Hills Fire Department with an engine and chief officer for a fire inside an office building. Members assisted in extinguishing the fire that was located in basement mechanical room. Assistant Chief McElroy assisted with the Clarendon Hills members with incident management.

April 14 – members responded to the 300 block of west Second Street for a reported electrical fire inside a residence. Members found a multiple use power strip overheating. The device in question was disconnected. There was no measureable damage, no injuries.

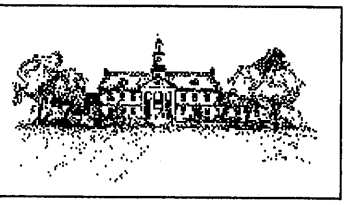
April 19 – Firefighter McCarthy responded to assist the Romeoville Fire Department in determining the cause of a residential structure fire. This response was through our MABAS Division 10 Cause & Origin Team.

April 24 – members responded to Ogden Avenue and Route 83 for a vehicle on fire. Upon arrival, members found a vehicle fully involved in fire. Fire was quickly extinguished. The cause of the fire appears to be from a mechanical failure. There were no injuries, damage estimated at $1,300.

April 29 – members responded to assist the Westmont Fire Department with an engine and ambulance for a residential apartment fire. Our ambulance assisted at the scene as there were a couple of injuries while our engine covered the north side of their town.

April 29 – members responded to the Oak Street Bridge for a report of a small fire on the walkway of the bridge. Members found a smoldering pedestrian handrail. Fire was quickly extinguished. There was no measureable damage, no injuries.

Hinsdale Fire Department Monthly Report April 2015



Training/Events

During the month of April, shift members conducted regular daily shift training that included Engine company operations/pumping, truck company operations including familiarization, small tools maintenance and annual maintenance, pre-incident surveys at School District 181 Offices and The Hampton's of Hinsdale, Blood Borne Pathogens Review, IDOL Right to Know review, EMS review of immobilization techniques, and Paramedic ce of Stroke Patient care.

All Shifts received in service training from DuPage Public Safety Communications (DuComm) on their operations and procedures prior to the changeover in consolidated dispatch communications. This included DuComm supervisors riding along with Fire Department staff.

Lt. Carlson conducted a review of the operating features, trouble shooting, and skills review of our aerial ladder for all shift personnel.

Captain Giannelli attended Chief Fire Officer Classes, and Lt. Claybrook completed Fire Officer II classes.

Captain Votava continues to pursue his Bachelor's degree in Fire Service Management and Firefighter Wilson his Associate's degree in Fire Science.

Firefighter Wilson attended training to become a member of the area Critical Incident Stress Debriefing Team in Northern Illinois.

Lt. Carlson and Firefighters Majewski and Wilson trained with the Clarendon Hills Fire Department on joint engine company/pumping evolutions in Clarendon Hills.

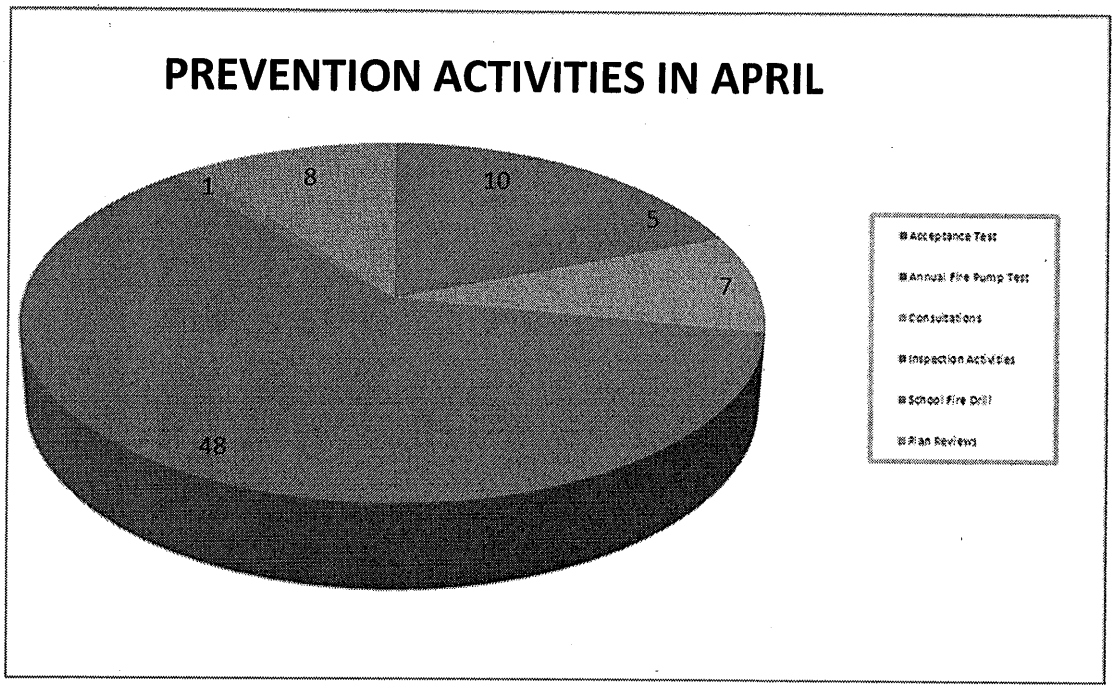
Firefighters Baker & McDonough attended the National Fire Department Instructors Conference in Indianapolis spending four days in live training evolutions in high rise fire response, multiple pumping operations, and tactics for responding to emergencies in urban areas. Chief Ronovsky and Captain Giannelli spent one day there reviewing fire and EMS equipment and apparatus.

Firefighters Baker & Wilson participated in Hinsdale Hospital's certification process for Pediatric Trauma Assessment & Care by presenting a pediatric trauma patient to the Emergency Room staff during a "mock trauma" call.

Specialty Team members attended their regular monthly training – Captain DeWolf and Firefighter Karban for DuPage Fire Investigation Task Force, Lt. Neville and Firefighters McCarthy and Schaberg for Cause & Origin, Firefighters Patitucci, Majewski, and Wilson for Hazardous Materials, and Firefighters Newberry, Smith and Ziemer for Technical Rescue.

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:

- Attended District 181 Crisis Plan Meeting.
- 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.
- FF/PM Andy Ziemer conducted Fire Safety Education presentations on Tuesday, April 14 and Wednesday, April 15, 2015, with 134 children in attendance between both days.
- On Tuesday April 21, 2015, FF/PM Tom McCarthy conducted a presentation on Fire Safety Education at St. Isaac Jogues School for a total of 134 children.

- Members attended the DARE Lock-in held at Hinsdale Central High School
- Captain Votava received confirmation from DuPage Emergency Management that our updated Emergency Operations Plan has received approval through both DuPage County and Illinois Emergency Management.
- Members stood by with an engine during the annual Prairie Burns that were conducted in town.
- Members participated in Hinsdale Central High School's annual Student Health and Wellness Fair.
- Lt. Neville and our CPR Instructors conducted two Community CPR classes.

Hinsdale Fire Department Monthly Report April 2015



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 **13** responses in the month of **April** and the **Fire Prevention Safety** presentations received **seven** with the following results:

Fire Safety Education: *On all* ***seven*** *responses, the FF/PMs received the highest possible scores for knowledge, beneficial and thoughtfulness, age appropriateness, and organization and professionalism.*

Were you satisfied with the response time of our personnel to your emergency?

Yes – 13 / 13

Was the quality of service received:

"Higher" than what I expected – 12 / 13
"About" what I expected – 1 / 13
"Somewhat lower" than I had expected 0 / 13

Miscellaneous Comments (<u>direct quotes</u>):

"The Hinsdale Fire Dept – Truly has great firemen! The firemen that arrived at the doctor's office were across the street and arrived almost immediately – They were very professional and courteous – They made the right decision to take me to Hinsdale Hospital were[sic] I stayed for two hours or more before being dismissed - "

"I was impressed with the kindness the two men exhibited, they were very thorough, iced the bump on my head, took vital signs, asked questions, reassured me I would not fall off the stretcher, it was secured by Nick. Thank you. Blessings"

"I really liked the course as it was presented. It was just the right length of time. Could the schedule include our specialize classes next year? I invited 7 children to join my PM class and they learned a lot. Their teacher said that it removed their fear of the fireman. They were wonderful! I love the stickers."

12c

MEMORANDUM

To: Kathleen Gargano, Village Manager
From: George Peluso, Public Services Director
Date: May 11, 2015
Subject: Monthly Report – April 2015

The Public Services Department has been preparing for the arrival of moderating temperatures and the spring season. Parkway restoration has been ongoing throughout the Village with crews placing black dirt and seed to areas of winter plow damage and parkway water main breaks. Permanent concrete repairs were also completed this month. Asphalt repairs from water main breaks will begin in early June, and then crews will focus on the grinding and patching list.

Other significant issues for the month include:

- Village staff participated in Arbor Day celebrations at Oak School and Madison School. The Village provided and planted a Hackberry tree at Oak School and a Hybrid Elm tree at Madison School. Both schools had celebrations where they discussed the importance of trees in the community. The Village Forester spoke about the benefits of trees in the community and tree care, and then answered questions from the kids.
- The Village received Tree City USA status for the 23rd year.
- Contractual landscape maintenance and mowing began on April 1st. Spring clean ups and mulch installation occurred at the Memorial Building, Burlington Park, Community Pool, Eleanor's Park and Veeck Park.
- Continued with contracted street sweeping throughout the Village and in the Central Business District.
- Installed bulletin boards at the Highland Train Station and West Hinsdale Train Station for placement of construction activity notices for the Oak Street Bridge reconstruction project. Also, installed additional Oak Street Bridge Closed signs throughout the Village to prepared residents for the upcoming closure of the bridge starting on May 19th.
- Repaired emergency water main breaks at the following locations:

Date	Address	Pipe Size/Type	Air Temp.	Duration
4/7/15	Lakeside&Monroe	6" Cast Iron	40	6hrs
4/18/15	County Line North of KLM creek.	6" Cast Iron	50	6hrs
4/24/15	333 Chestnut	8" Ductile Iron	55	4.5hrs
4/27/15	241 E. Third St.	4" Cast Iron	56	4hrs

ROADWAY MAINTENANCE (PUBLIC SERVICES)

Activity Measures

Standard Tasks	April 2015	Prev Mo	YTD 2015
Signs	10	13	33
Posts	6	9	15
Signs Repaired	68	61	147
Cold Mix (tons)	12.25	21.43	40.51
Hot Mix (tons)	0	0	0
Gravel for Alleys (tons)	6	39	48
White Paint (gallons)	0	0	0
Yellow Paint (gallons)	0	0	0
Basin top Cleaning (man-hours)	97	0	97
Alley Grading (man-hours)	8	50	58
Alley Trimming (man-hours)	0	0	0
Concrete (yards)	.1	0	.1
Snow & Ice Callouts	0	3	28
Road Salt Used (tons)	0	94	1045.5
Sand Used (tons)	0	0	0
Salt & Calcium for walks, stairs, etc. (tons)	0Bags	59Bags	260 Bags
Leaves Swept Up (yards)	42	25	67
Central Business District Sweeps	3	2	6
Complete Village Sweeps	0	0	0
Parking Lot Sweeps	0	0	0
Street Light Poles Repaired	3	31	34
Request For Services Completed	46	47	123
Sump pump issues	0	0	86
Pool maintenance (Man hours)	67.5	0	67.5
Locates	11.5	0	11.5
Parkway Restorations	33	0	33
Parking meters	7	0	7

Significant issues for this month: None to report.

Village of Hinsdale
Department of Public Services
Forestry Department

Monthly Report – April 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 5 resident tree work requests, pruning 7 trees.

Trees pruned by contractor (diameter 10 inches and above):

- Village cycle pruning was completed in March. An additional 26 trees at 13 locations were pruned through a RFP in April. These were all large trees – 13 of the 26 were American elm trees – that could not be accessed properly with the Village aerial lift truck.

Trees removed by Village Staff:

- 7 public trees removed.
- 338 public trees removed by staff this fiscal year.
- 52 public trees currently scheduled for removal by staff.

Trees removed by contractor:

- Elm – 0
- Ash - 20
- Other – 13 – 10 of these trees were removed by Commonwealth Edison for utility pole relocation as part of the Oak Street Bridge Reconstruction Project.
- 166 public trees removed by contractor this fiscal year.
- 5 public trees currently scheduled for removal by contractor.

Ash trees infested by Emerald Ash Borer detected by Village Staff:

- 9 public eab positive ash trees detected in April; 340 eab positive ash trees detected this fiscal year.
- 3 private eab positive ash trees detected in April; 56 eab positive ash trees detected this fiscal year.

Ash trees removed:

- 24 ash trees removed this month (4 Village / 20 Contractor)
- 403 ash trees removed this fiscal year (261 Village / 142 Contractor)
- 784 ash trees have been removed since February 2011(637 EAB Positive)

Ash trees that have been treated to manage infestation by Emerald Ash Borer:

- Soil Injection Treatments of 388 ash trees were completed April.

Elm diseased trees detected by Village Staff:

- 0 public ded positive elm trees detected in April; 22 ded positive elm trees detected this fiscal year.
- 0 private ded positive elm trees detected in April; 37 ded positive elm trees detected this fiscal year.

Elm trees removed by Village Staff:

- 0 diseased trees
- 0 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:

- 78 parkway stumps were routed, the mulch removed and the parkway restored with top soil and grass seed. An additional 70 stumps are in the process of being routed and restored.

Trees Planted:

- 42 trees were planted through the Village's planting program, including 18 crabapple trees sponsored by the Garden Study Club of Hinsdale, planted along Hinsdale Avenue from S. Stough Street to S. Grant Street.
- 0 trees were planted through the Tribute Tree Program.
- 0 trees were planted through the Resident Reimbursement Program.

Other

- Village staff participated in Arbor Day celebrations at Oak School and Madison School. The Village provided and planted a Hackberry tree at Oak School and a Hybrid Elm tree at Madison School. Both schools had celebrations where they discussed the importance of trees in the community. The Village Forester spoke about the benefits of trees in the community and tree care, and then answered questions from the kids.
- The Village received Tree City USA status for the 23rd year.
- A total of 388 ash trees were treated with an insecticide by soil injection to control Emerald Ash Borer.

- The tree crew assisted the Parks crew with Prescribed Burns at the Charleston and Jackson prairies.
- The tree crew received Flagger Training and Certification.
- The tree crew received CPR and 1st Aid Training.
- Staff reviewed and commented on 16 tree preservation plans submitted for building permits.
- Staff assisted in Tree Protection for the Road Construction Project on Ravine Road.
- Staff opened bids for the 3-year Tree Pruning Contract.

Parks Maintenance
April 2015

Contractual Maintenance

Type	Contractor	Scope	Frequency	Completed
Garbage Disposal Service	Allied Waste	Empty garbage receptacles in the business district	2 / week (April schedule)	On-going
Landscape Maintenance	Beary Landscaping	Mowing 140 acres at 68 locations; Bed and shrub maintenance at 5 locations	1 / week	On-going
Infield Preparation	Molitor Athletics	Restore Brook Park's infield	Once	4/10/15

- **Landscape Maintenance Contract**
  - Contractual landscape maintenance and mowing began on April 1st. Spring clean ups and mulch installation occurred at the Memorial Building, Burlington Park, Community Pool, Eleanor's Park and Veeck Park.

In House Maintenance

I) Parks Maintenance

- **Bathrooms**
  - Cleaning and stocking park facility bathrooms (Monday – Sunday)
  - All park bathroom facilities opened the week of April 6th
    - Robbins Park
    - Veeck Park
    - Burns Field
    - KLM
    - Brook Park
    - Peirce 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 began weekend refuse removal on 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) 4 (dog waste) 4 (platform tennis)

Memorial Building	4
Central Business District	58
Total	142

- **Rentals**
  - KLM Pavilions (2)
    - Staff removes debris and cleans pavilions before weekend rentals
  - KLM Lodge
    - Staff removes debris and picks up litter around the lodge grounds before weekend rentals
- **Playground Maintenance**
  - Playground Inspections
    - Performed at KLM, Brook, Veeck, Robbins (2) and Burns
    - Staff installed 10 impact mats under swings and slides at KLM, Burns and Robbins
  - Skate Park
    - Staff inspected Veeck's skate park
    - Necessary repairs will be made in May

II) Athletics

- **Platform Tennis**
  - Staff performs refuse removal 3 times per week at KLM
- **Tennis**
  - Windscreen at Burns Field was repaired
- **Soccer and Lacrosse**
  - Staff completed replacing worn nets on soccer goals; a total of 8 nets were replaced in April
  - 30 athletic fields are relined on a weekly basis
    - 25 soccer fields
    - 5 lacrosse fields
- **Sledding**
  - Sledding bumpers were removed from KLM
- **Sand Volleyball**
  - 1 Volleyball net was replaced in April at Burns Field
- **Baseball**
  - 3 tee ball fields were prepared and dragged at Robbins Park
  - Veeck baseball field was prepared and dragged

III) Education/Training

- **Flagger Training**
  - 2 Parks Maintenance staff members obtained Flagger Certifications
- **Playground Safety Inspector**
  - 1 Parks Maintenance staff member attended the Certified Playground Safety Inspectors' course
- **Playground Safety**
  - The Village hosted a playground safety course presented by IRMA at KLM
  - 4 Public Services staff members attended this training
- **CPR Training**
  - 3 Parks Maintenance staff members attended CPR training hosted by the Hinsdale Fire Department

IV) Other

- **Turf restorations**
  - KLM lodge – salt and plow damage
  - Burns Field – Vehicle damage from ice rink removal
- **Park Clean Up Day**
  - Parks Maintenance Staff assisted in Park Clean Up Day by disposing of collected litter
- **Prescribed Burns**
  - Annual prescribed burns were performed at Hinsdale (Jackson St) Prairie and Charleston Rd Aquatic Garden
- **Egg Hunt**
  - Parks Maintenance provided cones and additional trash receptacles for the egg hunt at Robbins Park
- **Memorial Building Patio Furniture**
  - Parks Maintenance staff removed Memorial Building patio furniture from storage

Water Activity Measures

Standard Tasks	April 2015	Prev Mo	YTD 2015
Utility Locates (JULIE)	590	411	1478
B-Box/Service Locates	652	545	1759
Water Mains Located	131	109	379
Main Break Repairs	4	2	14
B-Box/Service Repairs	15	30	67
Hydrants Replaced/Repaired	2	1	4
Service Connections/Inspections	9	5	18
Valve Installations/Repairs	1	0	3
Valves Exercised	26	14	56
Valves Located	26	14	56
Leak Investigations	6	2	18
Hydrants Flushed	4	4	12
High Bill Investigations	7	10	28
Water Fountains Serviced/Replaced	10	0	10
Disconnect Inspections	9	7	20
Meter Repairs	3	0	6
Meter/Remote Installs	4	6	24
Meters Removed	4	8	20
Meter Readings	107	174	519

Significant issues for this month: None to report.

Water Main Break Repairs

April 2015	Prev Mo	YTD 2015
4	2	14

April Water Main Break Locations

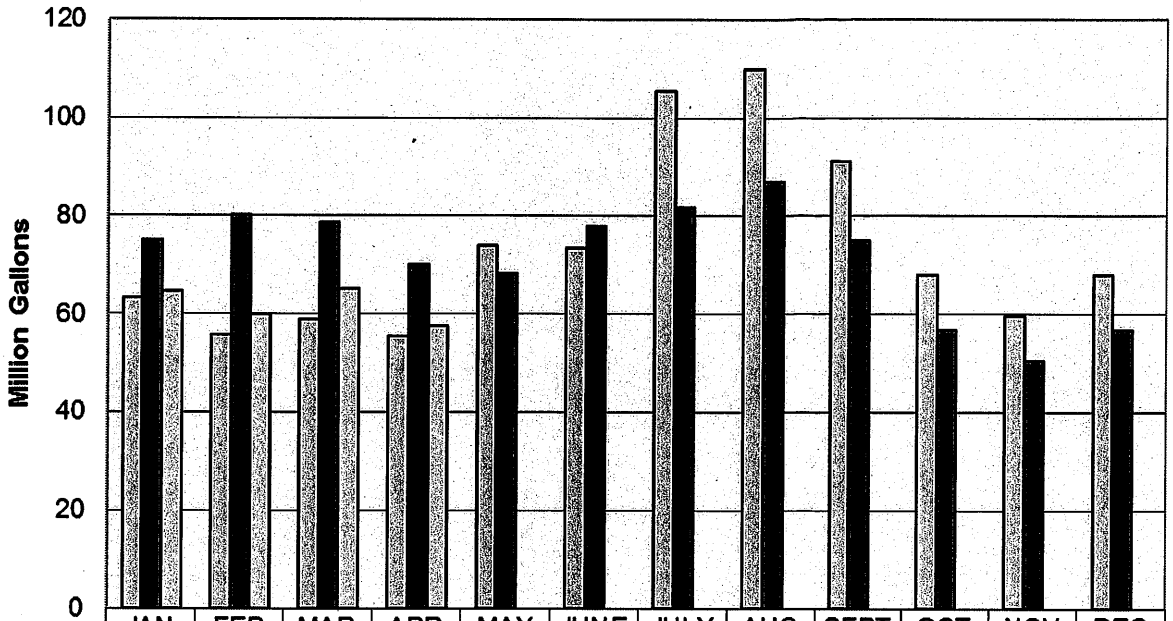
Date	Address	Pipe Size/Type	Air Temp.	Duration
4/7/15	Lakeside&Monroe	6" Cast Iron	40	6hrs
4/18/15	County Line North of KLM creek.	6" Cast Iron	50	6hrs
4/24/15	333 Chestnut	8" Ductile Iron	55	4.5hrs
4/27/15	241 E. Third St.	4" Cast Iron	56	4hrs

Sewer Activity Measures

Standard Tasks	April 2015	Prev Mo	YTD 2015
Catch Basins Replaced/Repaired	0	0	0
Inlet Replaced/Repaired	1	1	2
Manhole Replaced/Repaired	1	1	2
Catch Basins/Inlets Cleaned	23	10	33
Sewers Cleaned (feet) In-House	1700	0	1700
Sewers Cleaned (feet) Contractor	250	0	250
Sewers Televised (feet) Contractor	250	0	250
Sewers Replaced/Repaired (feet)	12	0	12
Sewer Mains Located	15	2	25
Back-up Investigations	1	1	3
Manholes Located	36	6	63
Cave-ins Checked	3	0	5
Sewer Inspections	0	0	0
IEPA sampling due to overflow event of combined sewers (Veeck CSO)		2	10

WATER

MONTHLY WATER PUMPAGE



	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2013	63.419	55.677	58.938	55.482	74.119	73.434	105.63	109.91	91.266	67.945	59.72	67.951
2014	75.092	80.312	78.562	70.172	68.175	77.791	81.873	86.949	75.14	56.793	50.579	56.677
2015	64.601	59.866	65.199	57.466								

April 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	April 2015	Prev Mo
Bacteria Samples	24	24
Field Chlorine	22	21
Field Turbidities	21	21
Lab Chlorine	26	26
Lab Turbidities	26	26
Lab pH	26	26
Lab Fluoride	26	26
Precipitation Readings	0	0
Temperature Readings (air)	26	26
Temperature Readings (water)	30	31
DBP Samples	8	0
Pumps Serviced	7	7
Sprinkling Violations	0	0
Lead and Copper	0	0

Significant issues for this month: None to report.

BUILDING MAINTENANCE DIVISION

Significant issues for the Month of April 2015

- Building Security and Fire Suppression

Replace the dry cell batteries in emergency lighting units at the Hinsdale Village Hall test all units for proper operation.

Pierce Park building repair door and jamb so door can lock properly.

Repair door lock at KLM Platform Tennis building door would not lock.

Install two exterior security cameras at Fire Station East side.

Check Fire alarm panel at Village Hall after power outage unit is fine.

- HVAC / Boilers

Replace B&G heating pump motor at Public Works Garage for auto shop.

Check main Village Hall air handler unit after power outage the unit needed to be restarted and adjusted belts and the checked balance for noise seems to be fine.

Service to Johnson Control air compressor checks operation for all HVAC controls at Village Hall.

Service to Village Hall circulating pumps grease clean and check operation.

Start heating system back up at the Village Hall units were off for a while due to warm weather cold snap set in.

New heater at Pool filter room working fine.

- General Maintenance

Repair exhaust hood unit at KLM Lodge kitchen found three bad fuses on main disconnect checked operation all ok.

Install large hand rail at Memorial Hall South stairs unit had been pulled out and support leg broken off.

Set up Memorial Hall newly remodeled elevator with temporary wall protection so the community services can use the car.

Repair numerous plumbing leaks and problems at various park buildings.
Repair electric hand dryer at Robbins Men's room found bad timer switch had one in stock for replacement.

Service at KLM Paddle Hut repair broken hand rails, check problem with gutter section and fix lock on exterior door.

Install RPZ unit at South Pavilion KLM Park also turn on water to this unit and check operation of water hydrant and water fountain.

Work at Police / Fire for several days to repair plumbing problems related to the water meter change out.

Move old file cabinets at Police Station.

Replace lamps and a few Ballast units on lighting fixtures in village buildings.

Work at Hinsdale Pool on sun shade installation and began building start up.

Work with our Janitorial contractor to step up service in all the buildings.

Check the Brush Hill station for door locking issues also for high water usage at on the rental side.

- Administration

Complete Jim's review.

Work on Task Codes.

Attend CPR training session.

Review contracts for new projects starting in May.

Follow up regarding Memorial Hall ADA project.

12d

MEMORANDUM

TO: President Cauley and the Board of Trustees

FROM: Dan Deeter

DATE: May 19, 2015

RE: Engineering May 2015 Monthly Report Executive Summary

- 2015 Resurfacing Project. John Neri Construction will pave Lincoln Street from south of Hinsdale Avenue through the Chicago intersection on Friday, May 15, 2015. Public Services will provide temporary striping on that day and the BNSF crossing will be open by 5 PM.
- Oak Street Bridge Replacement. Kenny Construction will close the Oak Street Bridge on Tuesday, May 19, 2015. The first activities of their subcontractor, Pirtano Construction, will be to install water main on Hillgrove Avenue and demolish the home at 14 N. Oak Street. Water main and storm sewer construction on Chicago Avenue will be next.

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 71 site inspections for the month of April. In April, staff submitted five reports to the Illinois EPA before their respective deadlines. These include four Discharge Monitoring Reports (DMRs) for our four Combined Sewer Overflow (CSO) locations and the annual Municipal Small Storm Sewer System (MS4) report which we submit in conjunction with DuPage County.

The following capital improvement projects and engineering studies are underway:

Oak Street Bridge Replacement Engineering Phase III (Construction) (See attached general outline.)

- The Pre-construction meeting was held on May 8, 2015 at IDOT. Kenny Construction will close the Oak Street Bridge on Tuesday, May 19, 2015. The first activities of their subcontractor, Pirtano Construction, will be to install water main on Hillgrove Avenue and demolish the home at 14 N. Oak Street. Water main and storm sewer construction on Chicago Avenue will be next.
- Utility contractors, ComEd, Nicor, etc., are coordinating with the Kenny Construction and HR Green to relocate their utilities out of the way of the proposed improvements. Utility contractors are responsible to provide notices to residents before they begin work.

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. A meeting will be held on June 4, 2015 to familiarize residents with the Woodlands Green Infrastructure standards in general and the preliminary plans for Phase III specifically.

2014 Roadway & Utility Project

- The contractor, A Lamp, has completed the water main construction on Fuller Road and repaving of all roads.
  - S. Garfield Street 55th to 57th
  - Maple Street Garfield to Park
  - Fuller Road Justina to Mills

2014 Water Main Improvements

- The Contractor, J. Congdon Construction, has completed water main installation and paving.
  - Elm Street 55th to 57th
  - Third Street Grant to Lincoln

- 2014 50/50 Sidewalk Program was completed by D'Land Construction in April. The 2015 50/50 Sidewalk Program is out for bid at IDOT.

2015 Reconstruction Project

- A Lamp Concrete Contractors began construction in April with installation of water main on Ravine Road. Construction is expected to continue through November 2015.
- Objectives
  - Separate +/-2,500 feet of combined sewer on Ravine Road to eliminate sanitary sewer overflows in homes & on streets.
  - Improve stormwater management in identified localized flooding areas at the intersection of Forest/Ravine and on Ravine from Elm to Oak.
  - Reconstruct +/-5,600 feet of roads in fair - poor condition.
  - Replace +/-2,250 feet of water main pipe in poor condition.
  - Line or replace +/-1,600 feet of sanitary sewer pipe.
- Areas Improved
  - Ravine Road Garfield to County Line Road
  - Radcliff Way Ravine to Hickory
  - Forest Road The Lane to Hickory
  - Elm Street Ravine to Hickory
  - Mills Street North End to The Lane
  - Oak Street The Lane to Ravine

2015 Resurfacing Project

- The general contractor, John Neri Construction Company, began construction in March 2015. Water main and paving on Stough and Second Street are complete.
- John Neri Construction will pave Lincoln Street from south of Hinsdale Avenue through the Chicago intersection on Friday, May 15, 2015. Public Services will provide temporary striping on that day and the BNSF crossing will be open by 5 PM.
- Water main, sewer lining, and resurfacing on Lincoln Street (Chicago – North Avenue) will be completed in June 2015.
- Objectives
  - Resurface +/-6,000 feet of roads in fair – poor condition.

- Replace +/-2,200 feet of water main pipe in poor condition.
- Line or replace +/-1,900 feet of sanitary sewer pipe.

- Areas Improved
  - Lincoln Street — North to Hinsdale Ave.
  - N. Stough Street — Quincy to South End
  - S. Stough Street — Chicago to Chestnut
  - Second Street — Monroe to Vine

2015 Maintenance Project

Hardin Paving completed patching and resurfacing in April 2015.

- Resurfacing Streets
  - Madison Street — Morris to Hickory
  - Madison Street — Walnut to Maple
  - Oak Street — Chicago to First
  - Clay Street — Hickory to Walnut
- Patching Only Streets
  - Chicago Avenue — Stough to Madison
  - Monroe Street — Walnut to Chestnut
  - Garfield Street — Hickory to Maple
  - Garfield Street — Hinsdale to 55th
  - County Line Road — Third to Sixth
- Crack Sealing Streets
  - Washington Street — Ogden to Maple
  - Lincoln Street — Third to Eighth
  - Princeton Road — 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.

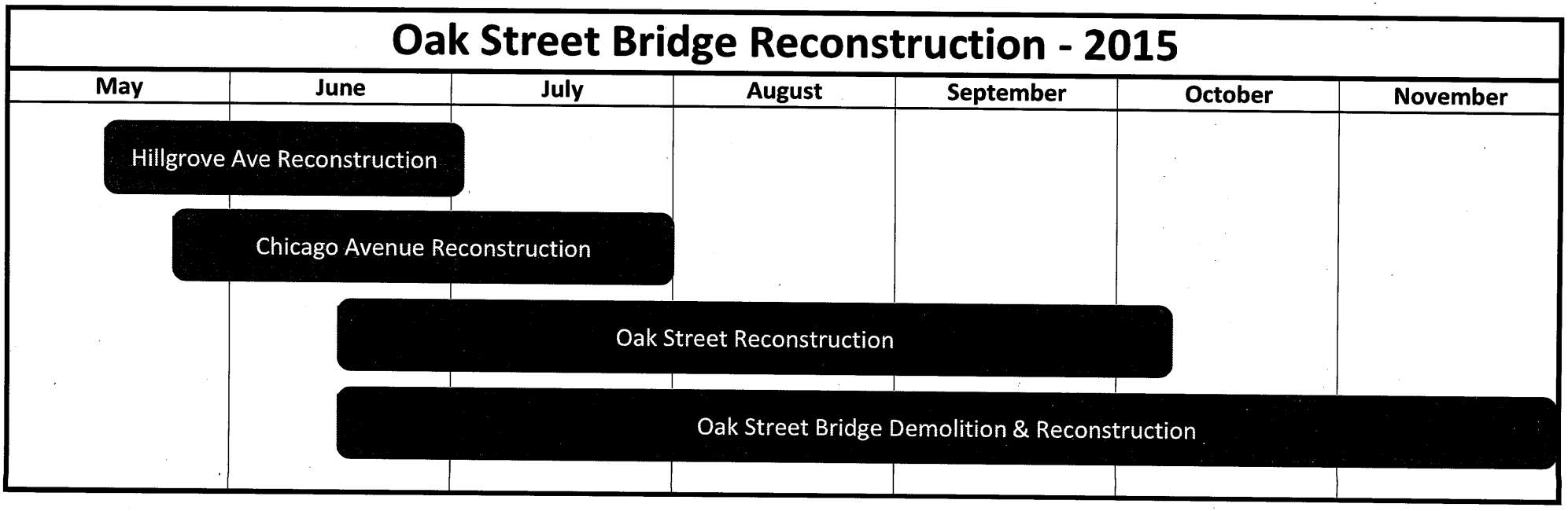
- Start Date: April 6, 2015
- Nighttime repaving operations are expected to begin May 2015.
- End Date: Late October 2015

Residents should expect temporary lane closures and delays during this time frame.

Cc: Village Manager

KENNY
A GRANITE COMPANY

Oak Street Bridge Reconstruction - 2015



Veeck Park Wet Weather Facility
Hinsdale, Illinois

Date	Bar Screen Channel Downstream (feet)	Overflow Ht. Above Weir (feet)	Storage Tank Elevation (feet)	Precipitation (inches of water)
04/01/15	0.00		2.26	0
04/02/15	0.00		2.72	0
04/03/15	0.00		0.00	0.00
04/04/15	0.00		2.49	0.20
04/05/15	0.00		2.70	0.00
04/06/15	0.00		1.97	0.03
04/07/15	0.00		2.28	0.14
04/08/15	0.01		2.11	0.00
04/09/15	0.01	0.63	26.00	1.36
04/10/15	5.17		23.65	0.00
04/11/15	0.17		1.85	0.00
04/12/15	0.15		1.92	0.03
04/13/15	0.09		2.95	0.13
04/14/15	0.11		2.65	0.00
04/15/15	0.15		2.58	0.00
04/16/15	0.16		2.48	0.00
04/17/15	0.15		0.86	0.00
04/18/15	0.08		1.53	0.00
04/19/15	0.14		2.67	0.55
04/20/15	0.03		2.16	0.00
04/21/15	0.01		2.51	0.00
04/22/15	0.00		3.12	0.00
04/23/15	0.00		3.61	0.00
04/24/15	0.00		2.91	0.10
04/25/15	0.01		2.05	0.50
04/26/15	0.03		2.27	0.00
04/27/15	0.01		3.04	0.00
04/28/15	0.00		3.23	0.00
04/29/15	0.00		3.36	0
04/30/15	0.00		2.18	0

Total Precipiation in April	3.04	
Departure from Normal:	-0.34	
	90%	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 McClure Junior High School weather station.

Village of Hinsdale
Grant Funds Awarded in 2009 - 2015

Source	Program	Purpose	Funds Available	Amount
Illinois Commerce Commission	Crossing Safety Improvement Program	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	$ 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	$ 1,632,000
Senator Dillard & Rep Bellock	Emergency Repair Program	Street resurfacing	Upon Project Completion	$ 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 12/04/12 for FY 2018	$ 274,000
West Suburban Mass Transit	Car Sale Proceeds	Highland Parking Lot	2/3 reimbursement	$ 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	$ 532,000
IDOT	Federal Highway Bridge Program	Oak Street Bridge Phases II & III	IDOT local agency agreem't	$ 5,904,514
Total				$ 25,605,534

Village of Hinsdale
Grant Applications Under Consideration

Source	Program	Purpose	Status	Amount
NFWF	Green Stormwater Infrastructure	Woodlands Green Infrastructure	Submitted: 07/29/14	$ 300,000
DuPage Mayors & Managers	Surface Transportation Projects	Federal Aid-Urban Routes TBD	To be submitted Summer '15	
Total				$ 300,000

2015 Resurfacing Project
Hinsdale, Illinois

Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Status	Estimated Cost		Submitted Cost		Change Order No.	Board Approval Date
					Addition	Deduction	Addition	Deduction		
1	03/17/15	WATER MAIN 8", Et. Al.	Underground utility obstacles and condition of existing water main required changes to water main route and configuration.	Complete	$ 8,210.00	$ 19,500.00				
2	03/20/15	WATER MAIN DIRECTIONAL BORE	After further investigation of existing WM and underground conflicts, John Neri recommends directional boring the WM under Chicago Avenue. This will also reduce impact on residents using Chicago.	Complete	$ 610.00					
3	03/24/15	WATER VALVES, 8"	Revised directional boring plans and unknown location of existing Stough watermain required revision to the connection configuration and materials.	Complete	$ 12,176.22	$ 13,850.00				
4	03/30/15	WATER MAIN 8", Et. Al.	Revised water main end point to vault north of Chicago Avenue	Complete		$ 50,794.00				
5	04/07/15	STEEL CASING PIPE, AUGER & JACKED, 20"	Extend the length of augered pipe to avoid utility conflicts at the intersection of Hinsdale & Lincoln.	In process	$ 10,800.00					
6	04/13/15	Special Waste	Soil borings during the design phase did not identify special waste within the project limits. Special waste has been encountered on Lincoln Street from Chestnut to Chicago. Staff is working with the Village's attorney to approach Fuller concerning their leaking underground storage tank (LUST) which is the source of the issue.	Complete			$ 47,800.00			
			Proposed payment from Fullers			$ 31,866.67				
7	04/20/15	Structure Repairs	Repair of three utility structures and associated storm sewer in an area of Second Street designated for resurfacing only.	Complete	$ 6,900.00					
8	04/21/15	Various	FA 1 - The existing pipe being connected to on Second Street was in poor condition and broke several times.	Complete	$ 3,023.44					
			FA 2 - Abandoned water service was identified during JULIE locate. Neri had to search for active water service	Complete	$ 2,431.72					
			FA 3 - due to underground conflicts, needed to provide a bypass water line to supply water to central business district lots between First and Hinsdale.	Complete	$ 3,242.29					
9	04/30/15	WATER VALVES 12"	Altering the connections at Chestnut and Chicago allows JNC to complete the work on Lincoln between First & Chicago more quickly. The change at Chicago replaces an existing valve on the east-west water main which will not hold while the connection is made.	Complete	$ 16,390.33					
10	05/04/15		The south paving limit is being extended to encompass a protion of roadway where the installation of new watermain took place.	Complete	$ 10,005.00					
11	05/11/15	Time & Materials	i. A sink hole appeared at the intersection of Hinsdale Ave. and Lincoln after base course paving. It appears to be from existing settlement where existing pipes cross. Neri excavated, back filled, and covered with concrete.	Complete	$ 5,000.00					
			Subtotal		$ 78,789.00	$ 116,010.67	$ 47,800.00	$ -		
			Total			$ 10,578.33	Addition			

Construction Observation			Construction		
Budget:	$	120,000.00	Project Budget	1,952,000.00	
Bid:	$	65,865.00	John Neri Construction Bid	1,734,008.00	
Change Order Contingency:	$	54,135.00	Construction Contingency	217,992.00	
			Contingency balance Less Net Change Orders	207,413.67	Total Project Contingency: $ 261,548.67

2015 Reconstruction Project - Ravine Road, et. al.
Hnsdale, Illinois

Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Status	Estimated Cost		Submitted Cost		Change Order No.	Board Approval Date
					Addition	Deduction	Addition	Deduction		
1	04/28/15	Fire Hydrant Labor	The Water Division requested that the contractor replace a fire hydrant in the project's vicinity which was damaged during the winter of 2014-15.	Awaiting Approval	$ 1,100.00					
2	04/28/15	Sanitary Service, 15"	A spot repair to the sanitary sewer on Ravine was a different size than what was shown on the plans.	Awaiting Approval	$ 215.00					
3	05/01/15	Time & Materials	The existing water main between Radcliffe & Forrest Roads we not in the location shown on the atlas and plans causing a conflict with the proposed water main. This delayed the crew by +/-1 hour as they hand-dug to determine it's location.	Complete	$ 1,200.00					
4	05/08/15	Time & Materials	Utility conflict during construction of proposed watermain. Plans show the sanitary sewer at a depth of 10-feet. Sewer was encountered at 3.5 feet.	Complete	$ 3,000.00					
5	05/12/15	Relay Sanitary Sewer PVC SDR 26 15"	i. Ravine Road's existing sanitary sewer between Garfield & Radcliffe is shallower than shown on plans and it is shallower than what is indicated at the manholes. This indicates the pipe is not straight between manholes. At the most shallow locations, the existing sewer should be replaced to avoid damage during road reconstruction. The contractor will do exploratory digs to determine what length needs to be replaced.	Pending	$ 19,800.00					
			Subtotal		$ 25,315.00	$ -	$ -	$ -		
			Total			$ 25,315.00	Addition			

Construction Observation			Construction		
Budget:	$	220,667.00	Project Budget	3,972,002.00	
Bid:	$	117,280.00	Contrator Bid	2,819,354.00	
Change Order Contingency:	$	103,387.00	Construction Contingency	1,152,648.00	
			Contingency balance Less Net Change Orders	1,127,333.00	Total Project Contingency: $ 1,230,720.00

Highlighted change order requests are new as of this revision.

2014 Road Utility Project
Hinsdale, Illinois

Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Status	Estimated Cost		Submitted Cost		Change Order No.	Board Approval Date
					Addition	Deduction	Addition	Deduction		
	07/07/14		Addition of Maple Street, Fuller Road, and Clay Street improvements.	Completed			$ 319,681.10		1	08/05/14
	10/13/14		Addition of Robbins Park Storm Sewer Construction to address localized drainage area in the vicinity of Fifth & Grant.	Completed			$ 122,067.00		2	10/21/14
1	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	$ 3,650.00					
3	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	$ 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				
5	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	In process	$ 3,300.00					
6	04/16/15	RESURFACING	Plans originally included patching the water main tench on Fuller Road. After the 2014-15 winter, staff recommends resurfacing the whole road surface.	Proposed	$ 18,763.00					
			Change Request Subtotal		$ 45,513.00	$ 5,100.00	$ -	$ -		
			Total			$ 40,413.00	Addition			

Construction Observation		Construction		
Budget:	$ 177,069.00	Project Budget	2,979,326.00	
Bid:	$ 177,069.00	A Lamp Concrete Contractors Bid	2,964,647.00	
Change Order		Construction Contingency	14,679.00	
Contingency:	$ -	Contingency balance Less Net Change Orders	(25,734.00)	Total Project Contingency: $ (25,734.00)

2014 WM Project
Hinsdale, Illinois

Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Status	Estimated Cost		Submitted Cost		J Congdon Invoice Number	
					Addition	Deduction	Addition	Deduction		
1	03/19/15	VARIOUS	Initial site review after 2014-15 winter by the contractor, engineers, and staff to review existing utility conditions and identify potential cost savings.	Complete		$ 19,250.00				
2	03/30/15	S16" STEEL CASING	During construction at Third & Grant, it was determined that the proposed water main must go over, but within 18-inches of, the existing storm sewer. To meet IEPA water main protection standards, 20-feet of the sewer pipe will be replaced with water quality pipe. A casing previously planned for the water main if it went under the storm sewer will be creditied to the project.	Complete	$ 1,600.00	$ 1,300.00				
3		Water main connection changes	In coordination with Water Division, the contractor was able to make non-pressure connections to the existing water distribution system without using insertion valves to isolate the construction area.	Complete						
			10" non-pressure connection - Elm and 57th		$ 5,250.00	$ 6,500.00			#23, AUP 1	
			Reconfiguring the water main junction at Grant & Third Streets		$ 17,363.54	$ 24,000.00			#20, 22, AUP 2, 8, 9	
			8" non-pressure connection - Lincoln & 3rd		$ 3,000.00	$ 8,000.00			#21, AUP 3	
			8" non-pressure connection - Elm & 55th		$ 3,500.00	$ 8,000.00			#21, AUP 4	
			6" non-pressure connection - Elm & Elmwood		$ 3,200.00	$ 7,000.00			#25, AUP 5	
4		Sanitary Sewer Repair or Replacement	Water main construction crews encountered locations where the sanitary sewer had broken or collapsed. Repairs were made on site at the request of Public Services.		$ 5,300.00				AUP 6, 7	
			Subtotal		$ 39,213.54	$ 74,050.00	$ -	$ -		
			Total			$ (34,836.46)	Addition			

Construction Observation		
Budget:	$	78,090.00
Bid:	$	78,090.00
Change Order Contingency:	$	-

Construction		
Project Budget		500,000.00
J Congdon Construction		497,497.00
Construction Contingency		2,503.00
Contingency balance Less Net Change Orders		37,339.46
Total Project Contingency:	$	37,339.46

2015 Municipal Partnering Inititative (MPI) Resurfacing Project
Hinsdale, Illinois

Change Order Field Record

Change Request No.	Date	Pay Item	Description and Reason for Change	Status	Estimated Cost		Submitted Cost		Change Order No.	Board Approval Date
					Addition	Deduction	Addition	Deduction		
1	04/20/15	MANHOLE ADJUSTMENT	After milling off surface, staff and contractor identified twomanholes whose frame & grate needed to be repaired/adjusted prior to resurfacing.	Complete			$ 1,000.00			
2		Bituminous structure treatment	Once the existing surface course had been milled from the pavement, staff determined a different pavement patch would be appropriate than what is in the contract line items.	Complete			$ 51,338.00	$ 51,220.00		