

**VILLAGE OF HINSDALE
VILLAGE BOARD OF TRUSTEES
MINUTES OF THE MEETING
August 18, 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, August 18, 2015 at 7:30 p.m.

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

Absent: Trustee Gerald J. Hughes

Also Present: Village Manager Kathleen A. Gargano, Assistant Village Manager/Finance Director Darrell Langlois, Police Chief Brad Bloom, Fire Chief Rick Ronovsky, Director of Public Services George Peluso, Director of Community Development Robb McGinnis, Village Engineer Dan Deeter, Village Planner Chan Yu, Interim Economic Development Coordinator Emily Wagner and Village Clerk Christine Bruton

PLEDGE OF ALLEGIANCE

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

APPROVAL OF MINUTES

Trustee Stifflear and Trustee Saigh provided clarifications to the draft minutes of July 30, 2015. There were no changes to the closed session minutes of May 19, 2015, June 16, 2015 or July 9, 2015. Trustee Elder moved to **approve the draft minutes of the regularly scheduled meeting of July 30, 2015, as amended and the closed session minutes of May 19, 2015, June 16, 2015 or July 9, 2015, as presented.** Trustee LaPlaca seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Hughes

Motion carried.

POLICE DEPARTMENT LIFE SAVING AWARD

President Cauley announced the exemplary work of Police Officer Lou Hayes, who on May 26th was the first on the scene of an accident at County Line Road and Walnut Street involving a construction worker whose leg was crushed by an asphalt pavement grinder. Officer Hayes applied a tourniquet to the man's leg which prevented him from bleeding to death. Fire Department personnel arrived; Captain Kevin Votava, Lt. Michael Neville

Firefighter/Paramedics Steve Tullis, Patrick Schaberg, Dan Majewski and Assistant Fire Chief Tim McElroy. They proceeded with life-saving efforts; stopped further bleeding, immobilized the victim's spine and transported him to the trauma center. President Cauley, on behalf of the Board, expressed appreciation to all those men from the Police and Fire Departments who worked together to save the life of this construction worker. He went on to specifically recognize Officer Hayes; he outlined his years of service on the Hinsdale Police Department and his numerous accomplishments. Chief Bloom presented Officer Hayes with a department Life Saving pin. President Cauley acknowledged his courage, dedication and quick thinking which saved a man's life.

CITIZENS' PETITIONS

None.

VILLAGE PRESIDENT'S REPORT

President Cauley thanked Public Services staff Ralph Nikischer, Jordan Ruban, Chris Hill and Eric Kasperski for the fine work they are doing maintaining the flower beds and planters in town. This work was outsourced in 2006 and 2007, but in an effort to cut costs this work is done in-house. Today, the Village saves close to \$50,000 per year; staff is doing an outstanding job.

He also noted that last Thursday was the last Uniquely Thursday of the year. He thanked the Chamber of Commerce and staff for their work on this event, particularly the Public Services crews and the Police Department.

FIRST READINGS – INTRODUCTION

Administration & Community Affairs (Chair Hughes)

a) Accept and Place on File the Post-Issuance Tax Compliance Report

President Cauley introduced the item and Finance Director Darrell Langlois explained this certifies the Village is in compliance with record keeping policies.

The Board agreed to move this item to the Consent Agenda of their next meeting.

Environment & Public Services (Chair LaPlaca)

b) Reject all bids received on July 16, 2015 for the North County Line Road Sidewalk Project; and

c) Approve a Resolution of the 2015 50/50 Sidewalk Program Contract Change Order Number 1 in the amount of \$39,250 Addition to the 2015 50/50 Sidewalk Program

President Cauley introduced the items and explained they relate to sidewalks on the 500 block of North County Line Road. This spring, residents on this block requested a sidewalk be installed on the east side of County Line between Mineola and The Lane to provide safety for their children going to The Lane School. He explained this section is part of the critical link of the sidewalk master plan. The job went out to bid and came back at \$45,000. This was higher than staff anticipated, so they approached Schroeder and Schroeder who is doing 50/50 Sidewalk work throughout the Village. They agreed to do the job for \$39,250.00. He explained the Village has a sidewalk fund for this kind of

work. Discussion followed which clarified that the sidewalk fund is only used for sidewalks on the master sidewalk plan and these sidewalks are funded in full by the Village.

The Board agreed to move these items to the Consent Agenda of their next meeting.

Zoning & Public Safety (Chair Saigh)

d) Approve an Ordinance Approving a Major Adjustment to a Planned Development Final Plan, Site Plan and Exterior Appearance Plan for a New Playground at 427 South Clay Street – St. Isaac Jogues Parish

Mr. Tom Sullivan, Director of Administration for St. Isaac Jogues Catholic Church, addressed the Board. He explained this is a request for a playground at the rear, south side of the building to service their pre-school. This area abuts the residential neighbor's side yards next to their garages. The Church has had a good relationship with the owners of these properties, but both properties are for sale at this time. He has spoken with the real estate brokers for these properties and there are no objections to the proposed playground. Board discussion followed. It was noted that to comply with code, the buffer between the playground and the neighbor's property would need to be 20' feet, but this will be 11' feet 9" inches. Mr. Sullivan explained that the buffer area will include a fence and landscaping. Mr. McGinnis noted a grade differential in this area and a retaining wall which will shield much of the playground; the students will play primarily below the retaining wall height.

Mr. Sullivan pointed out that there is the issue of security for the children, so some degree of visibility is necessary. With respect to noise, Mr. Sullivan commented that there are no more than twenty students using the playground at a time. When not in use, the area would typically be kept secure and locked. Discussion followed regarding a pre-existing agreement with a neighbor and St. Isaacs. This was a verbal agreement with a previous owner, however, a plat will be filed with the County to illustrate they have no right to the property. Mr. William Sturm, the architect for the project, said they do not want a 'fortified' area, but that they are taking all logical approaches to deter the use of this area by older kids or adults.

President Cauley asked Mr. Sullivan to show the drawings to the owner of the Clay property to make sure that no one comes in after the fact and say they weren't notified. Trustee Angelo commented this is a low impact use of the area; 2-3 hours a day for a fraction of the school year. He is comfortable with the proposal, but agreed the neighbors should be contacted. Trustee Stifflear would like a letter for the record that indicates residents have seen the drawings and are in agreement.

The Board agreed to move this item for a Second Reading at their next meeting.

CONSENT AGENDA

Administration & Community Affairs (Chair Hughes)

President Cauley reported Trustee Hughes reviewed the Accounts Payable and found no problems. Trustee Elder moved **Approval and Payment of the Accounts Payable for the period of July 31, 2015 through August 18, 2015 in the aggregate amount of \$1,796,531.82 as set forth on the list provided by the Village Treasurer, of which a**

permanent copy is on file with the Village Clerk. Trustee LaPlaca seconded the motion.

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Hughes

Motion carried.

The following items were approved by omnibus vote:

- a) **Approve the Proposed Picnic Shelter Fees Effective December 1, 2015** (*First Reading – July 30, 2015*)
- b) **Approve an Ordinance Amending Subsection 3-3-5G of the Village Code of Hinsdale Related to the Number of Liquor Licenses (O2015-29)** (*First Reading – July 30, 2015*)

Environment & Public Services (Chair LaPlaca)

- c) **Approve a Side Letter of Agreement between Village of Hinsdale and International Union of Operating Engineers, Local 150 – Concerning Article XI, Section 11.2 – Uniform/Tools/Boots** (*First Reading – July 30, 2015*)
- d) **Approve a Resolution for Improvement by Municipality Under the Illinois Highway Code (R2015-18)** (*First Reading – July 30, 2015*)
- e) **Award the Engineering Services for the Design of the 2016 Roadway & Infrastructure Project to Primera Engineers, Ltd., in the Amount not to Exceed \$56,659** (*First Reading – July 30, 2015*)
- f) **Approve the 2015 Fall Treatment of Weeds with Tri-Power Selective Herbicide at Various Identified Areas in the Village** (*First Reading – July 30, 2015*)

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

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

NAYS: None

ABSTAIN: None

ABSENT: Trustee Hughes

Motion carried.

SECOND READINGS / NON-CONSENT AGENDA - ADOPTION

There were no second readings or non-consent agenda items for Board approval.

DISCUSSION ITEMS

Oak Street Bridge Update – Engineering

Village Engineer Dan Deeter reported Burlington Northern Santa Fe (BNSF) has approved the removal of the center span of the bridge for next Tuesday, August 25th between 1:30 a.m. and 3:30 a.m. Kenny Construction is preparing for the demolition and has the 600 ton crane scheduled for arrival. A press release has been provided to the newspaper and letters have been sent to area residents.

Residents can view the removal from the Highland Station platform, as it will be well lit and the safest location. The bridge will be placed on Hillgrove and Kenny Construction will begin to disassemble. Thereafter, pile driving will begin, road paving on Chicago Avenue continues, the water main north of the bridge and the retaining wall will be completed. Village Manager Gargano noted that a camera has been installed on Tupper Hall to provide security in the area.

Closed Session Meeting Policy

Ms. Gargano explained the policy which has been reviewed by the Board. No formal adoption is necessary. The Board approved the policy as presented.

Media Communications Policy

Ms. Gargano explained the Village Manager can set this policy; Management Analyst Suzanne Ostrovsky drafted this internal policy which states the Village Manager and the Village President are spokespersons, but guidelines are included for department heads. She noted that Police and Fire will respond to real time inquiries in emergency situations. The Board approved the policy.

At 8:12 p.m. the Board and all persons present adjourned to the basement of Memorial Hall due to a tornado warning in the area. The meeting reconvened at 8:22 p.m.

DEPARTMENT AND STAFF REPORTS

- a) Treasurer's Report
- b) Parks & Recreation
- c) Information Technology
- d) Economic Development
- e) Police
- f) Fire

The Board was provided with department and staff reports as listed. Mr. Langlois summarized key information in the Treasurers report.

REPORTS FROM ADVISORY BOARDS AND COMMISSIONS

No reports.

OTHER BUSINESS

None.

NEW BUSINESS

None.

CITIZENS' PETITIONS

None.

TRUSTEE COMMENTS

Trustee LaPlaca commented that sandwich boards are popping up again in the public right-of-way of the Central Business District (CBD). Director of Community Development Robb McGinnis said he will have code enforcement follow up.

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 August 18, 2015.** Trustee Angelo seconded the motion.

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

NAYS: None

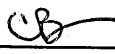
ABSTAIN: None

ABSENT: Trustee Hughes


Motion carried.

Meeting adjourned at 8:28 p.m.

ATTEST: _____
Christine M. Bruton, Village Clerk

AGENDA SECTION	Village Board of Trustees	ORIGINATING DEPARTMENT	Administration
ITEM	Appointments to Boards and Commissions	APPROVED	Christine Bruton Village Clerk 
<p>On April 30th each year various terms on Village Boards and Commissions expire. To date, the following individuals have agreed to serve as follows:</p> <p><u>Parks & Recreation Commission</u> Ms. Alice Waverley appointed to a 3-year term through April 30, 2018</p> <p><u>Economic Development Commission</u> Ms. Annette Brinkmeier appointed to a 3-year term through April 30, 2018</p> <p>Motion: To approve the list of appointments to the Boards and Commissions as recommended by the Village President.</p>			
STAFF APPROVALS			
APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:			
BOARD ACTION:			

REQUEST FOR BOARD ACTION

AGENDA		ORIGINATING		
SECTION NUMBER First Reading-ACA		DEPARTMENT Administration		
ITEM Intergovernmental Agreement between the Village of Hinsdale and the Village of Oak Brook for the Shared Use of a Technology Support Specialist		Darrell Langlois APPROVAL Assistant Village Manager/ Finance Director 		
<p>The Information Technology Division (IT) is responsible for maintaining and supporting over 120 computer users, 86 computer workstations, 6 physical servers, and 43 mobile devices. It is also responsible for cable TV operations, the telephone system, the Village's website, the email system, and water meter reading system. IT is currently staffed with only one full time employee and is supplemented by 15 hours per week of a part-time employee who assists with PC support as well as website updates.</p> <p>Over time the Village has been systematically adding major new applications for IT to support, with the most recent additions being the in-house phone system and water meter reading system. The Enterprise Resource Planning (ERP) system will likely be installed next year, which will also significantly add to the work load, especially during the implementation phase that will likely take at least two years to complete. In the aggregate, IT requires support 24 hours per day/seven day per week, with technology related issues frequently happening at night and on weekends. It is very difficult for one full time person to adequately support all of these applications, and essentially this one employee is on call 365 days per year. The Village is currently in an extremely vulnerable position as much of these systems and applications have no personnel backup beyond this employee, so when issues arise when this person is not available or if this person were to leave Village employment we would be in a very difficult position.</p> <p>Last spring the Village of Oak Brook approached us about the possibility of sharing a full time IT staff position. This would be a college-educated, career oriented person who would provide us with professional level assistance to help support the ever-increasing demands in IT. In prior years, Oak Brook had shared an IT employee with Grade School District 53 with great success, but eventually the school district hired this person full time.</p> <p>The proposed agreement contemplates that the person selected would be an employee of Oak Brook, with Hinsdale reimbursing Oak Brook for half of the salary and benefits costs. Section 2 of the proposed agreement articulates the list of expected duties, with each Village expected to participate in the hiring process. Each Village would receive 20 hours of on-site coverage per week, and some night and weekend coverage for Hinsdale would be required. Any overtime costs would be the responsibility of the Village that incurs the overtime. Our share of the cost for this position is estimated at \$32,000 per year, which would replace the current cost of the part time employee at \$12,000 per year, which is an increase of \$20,000 annually. This cost was included in the FY 2015-16 Budget, and if this arrangement does not work out the agreement may be cancelled by either party with 60 days written notice.</p> <p>We believe there would be significant advantages with this shared services arrangement. We would be able to provide better end-user service, and would better allocate the responsibility of providing after hours IT coverage. We expect that there will flexibility in scheduling, which would enable us to maintain IT staffing coverage on site when the incumbent full time employee is not here, and with our proximity to Oak Brook, this person would be readily available if emergencies or outages would occur. We also believe that by sharing IT staff services with Oak Brook, at a minimum this will allow both Villages to benefit through knowledge exchange between the two Villages. In the future this could possibly lead to further IT shared service opportunities if this arrangement is successful.</p> <p>The Village of Oak Brook is expected to consider the attached Intergovernmental Agreement on September 8, 2015. If the Village Board concurs with the staff recommendation, the following motion would be in order:</p> <p>MOTION: Approval of an Intergovernmental Agreement between the Village of Hinsdale and the Village of Oak Brook for the Shared Use of a Technology Support Specialist</p>				
APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:				

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HINSDALE AND THE VILLAGE OF OAK BROOK
FOR THE SHARED USE OF A TECHNOLOGY SUPPORT SPECIALIST**

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF HINSDALE AND THE VILLAGE OF OAK BROOK FOR THE SHARED USE OF A TECHNOLOGY SUPPORT SPECIALIST (this "**Agreement**") is entered into as of _____, 2015, by and between the **VILLAGE OF HINSDALE**, an Illinois municipal corporation ("**Hinsdale**"), and the **VILLAGE OF OAK BROOK**, an Illinois municipal corporation ("**Oak Brook**"). Hinsdale and Oak Brook are sometimes referred to hereinafter as the Party or Parties.

WHEREAS, both Parties are Illinois municipal corporations organized and existing under the laws of the State of Illinois; and

WHEREAS, each Party is a unit of local government authorized by Article VII, Section 10 of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 22011 *et seq.*), to enter into this Agreement and to enjoy and carry out or cause to be carried out its rights and obligations, under this Agreement; and

WHEREAS, the Village Boards of each Party have determined that it is in need of the services of a Technology Support Specialist; and

WHEREAS, the Parties have determined that it is in their best interests to jointly use the services of a Technology Support Specialist, sharing his/her time and the costs to employ such employee equally;

WHEREAS, both Parties acknowledge that the Technology Support Specialist may be eligible for pension benefits pursuant to the provisions of the Illinois Pension Code and the Village of Oak Brook personnel policies and that the sharing of costs under the terms of this Agreement may include the sharing of such pension costs in the form of reimbursements to Oak Brook by Hinsdale for contributions to IMRF as specified herein;

NOW THEREFORE, in consideration of the promises hereof and the mutual covenants and agreements contained herein, the Parties to this Agreement agree as follows:

SECTION 1. EMPLOYMENT OF THE TECHNOLOGY SUPPORT SPECIALIST.

A. Oak Brook shall use reasonable efforts to employ a Technology Support Specialist commencing on or about _____, 2015. Hinsdale shall have an opportunity to interview the final candidate for the Technology Support Specialist before Oak Brook extends an offer of employment to such candidate. Oak Brook shall require the Technology Support Specialist to spend 50 percent of his or her time (not including overtime) providing Services (as defined in Section 2 of this Agreement) to Hinsdale in accordance with the terms of this Agreement. Notwithstanding anything to the contrary in this Agreement, Oak Brook shall have the right to terminate the Technology Support Specialist at any time, in its sole discretion. In the event that Oak Brook terminates the Technology Support Specialist during the term of this Agreement, Oak Brook shall use reasonable efforts to hire a replacement Technology Support Specialist.

The Technology Support Specialist's relationship to Hinsdale shall, during the terms of this Agreement and period of performance of the Service hereunder, be that of an independent contractor. The Technology Support Specialist shall not be considered as having an employee status with Hinsdale, and shall not be entitled to participate in any employee plans, arrangements or distributions by Hinsdale pertaining to or in connection with any pension or retirement plans, nor shall the Specialist be eligible for any other benefits available for the regular employees of Hinsdale, such as health insurance, vacation time, compensatory time or sick leave. Hinsdale shall not make any payment to the Technology Support Specialist, and the only sums payable by Hinsdale under this Agreement are those reimbursements to Oak Brook detailed in Section 6 below.

SECTION 2. QUALIFICATIONS AND DUTIES OF THE TECHNOLOGY SUPPORT SPECIALIST.

The Technology Support Specialist shall meet the following minimum qualifications:
[INSERT ANY MINIMUM QUALIFICATIONS].

The Technology Support Specialist's duties shall include, but are not limited to, providing the following services to the respective Parties, as necessary and directed by the respective Party (collectively, "**Services**"):

A. Perform all computer equipment checkout, repair and maintenance (maintain and repair all technology equipment including printers, computers, monitors, AV equipment) peripherals and telecommunications);

B. Install all software updates and deploy all image management;

C. Manage username, passwords, and supplies as needed;

D. Support web pages;

E. Troubleshoot issues and track all time and tickets in a centralized system;

F. Devote his or her best efforts to support the technology infrastructure of each Party and not undertake or accept other employment or responsibilities in conflict with his or her assigned duties;

G. Regularly be available to provide support and assistance after-hours as required either by Hinsdale or Oak Brook; and

H. Serve as a backup broadcast technician for Hinsdale.

SECTION 3. PERSONNEL POLICIES.

The Technology Support Specialist shall be made to follow all applicable personnel policies of a Party while performing Services for the applicable Party. The Technology Support Specialist shall also be made to maintain records and reports in accordance with the policies of each applicable Party and any applicable law. All such records, including information and notes prepared or provided by the Technology Support Specialist shall be the property of the Party for which the applicable Services are provided. Each Party shall use reasonable efforts to insure

that the Technology Support Specialist shall not disclose one Party's confidential information to the other Party without advance approval from the applicable Party.

SECTION 4. FACILITIES, MATERIALS AND EQUIPMENT.

Each Party shall provide to the Technology Support Specialist during the term of this Agreement:

A. All forms, equipment and supplies necessary for the Technology Support Specialist to perform his or her duties;

B. An appropriate work space for the Technology Support Specialist to provide the applicable Services; and

C. Copies of all pertinent policies, rules and regulations with regard to the duties of the Technology Support Specialist and his or her employment.

SECTION 5. INSURANCE.

Each Party is a member of the Intergovernmental Risk Management Agency ("**IRMA**"). Before the Technology Support Specialist is employed, the Parties must contact IRMA to confirm how IRMA will handle claims that may arise during the term of this Agreement related to the Technology Support Specialist. That conformation will be memorialized in a letter or other document shared by the Parties.

SECTION 6. COST OF SERVICES.

A. **Wages and Benefits Paid to the Technology Support Specialist.** As an employee of Oak Brook, Oak Brook will be responsible for paying for, and providing, all customary and usual wages and benefits to the Technology Support Specialist while employed by Oak Brook and for providing Services to Hinsdale, which wages and benefits include, without limitation, health insurance, dental insurance, long-term life and disability insurance, and any contributions due to IMRF, FICA, and Medicare (collectively, "**Labor Costs**"). The Technology Support Specialist's salary shall be subject to the Parties mutual consent before Oak Brook hires the Technology Support Specialist, which salary's annual increases must be agreed to in advance by both Parties.

B. **Reimbursement for Labor Costs.** Hinsdale shall be responsible for reimbursing Oak Brook for one-half (1/2) of all Labor Costs other than overtime wages incurred by Oak Brook during the term of this Agreement. Oak Brook will invoice Hinsdale for its share of the Labor Costs every 30 days, which Hinsdale must pay within 30 days of receipt.

C. **Overtime.** While Oak Brook will be responsible for paying the Technology Support Specialist any overtime wages for which the Technology Support Specialist may be eligible, each Party will be responsible for all of costs related to overtime that they are responsible for creating. Hinsdale shall reimburse Oak Brook for any overtime costs it is responsible for within 30 days of receiving an invoice from Oak Brook.

D. **Cell Phone Stipend.** In the event that either Party desires to provide the Technology Support Specialist a cell phone or a stipend to cover the Technology Support

Specialist's cell phone expenses, the Parties shall reach a mutual agreement on how to share the costs therefor.

SECTION 7. HINSDALE'S DISCONTINUANCE OF THE USE OF THE TECHNOLOGY SUPPORT SPECIALIST.

Hinsdale may immediately stop using the Services of the Technology Support Specialist if it reasonably determines that the Technology Support Specialist has failed to adequately perform the Services or violates any laws or applicable personnel policies of Hinsdale provided that Hinsdale provides Oak Brook prior written notice. In the event that Hinsdale stops using the Technology Support Specialist pursuant to this Section 7 during the term of this Agreement, Hinsdale shall reimburse Oak Brook for one-half (1/2) of the Labor Costs incurred up to the date of stoppage.

SECTION 8. TERM OF THE AGREEMENT

This Agreement shall be effective upon the execution by the Parties and shall continue until such time as either Party determines that the shared service of a Technology Support Specialist is no longer desired, provided that the Party desiring to terminate this Agreement provides the other party no less than 60 days written notice. Hinsdale's obligations to reimburse Oak Brook for Hinsdale's share of the Labor Costs that arise during the term, or as a result of this Agreement, shall survive the termination of this Agreement, even if such Labor Costs are unknown or not yet incurred by Oak Brook when this Agreement is terminated.

SECTION 9. INDEMNIFICATION.

Each Party (the "***Indemnifying Party***") hereby agrees to indemnify and hold harmless the other Party (the "***Indemnified Party***") from and against any and all losses, claims, expenses and damages (including reasonable attorneys' fees) made against or incurred by the Indemnified Party for any actions taken, or failures to act, by the Indemnifying Party in connection with the provision of the Services to the extent that such claims were not caused by actions, or failures to act, of the Indemnified Party.

SECTION 10. SEVERABILITY.

If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

SECTION 11. INTERPRETATION.

It is the express intent of the Parties that this Agreement shall be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, the provision that best promotes and reflects the intent of the Parties shall control. This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties to this Agreement participated equally in the drafting thereof. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

SECTION 12. AMENDMENTS AND MODIFICATIONS.

This Agreement shall not be modified, changed, altered, or amended without the duly authorized and written consent of each of the Parties by their respective corporate authorities and pursuant to ordinances or resolutions duly adopted and approved by the Party's corporate authorities. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved by the corporate authorities of each Party and properly executed in accordance with all applicable law.

SECTION 13. AUTHORITY TO EXECUTE.

Each Party hereby warrants and represents to each other Party that the person executing this Agreement on its behalf has been properly authorized to do so by the corporate authorities of the Party.

SECTION 14. NO THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall create, or shall be construed or interpreted to create, any third party beneficiary rights.

SECTION 15. EXECUTION.

This Agreement shall be executed by all of the Parties in identical original duplicates and each of the duplicates shall, individually and taken together, constitute one and the same Agreement.

SECTION 16. ENTIRE AGREEMENT.

This Agreement contains the entire agreement and understanding of the Parties. Any subsequent modifications to this Agreement must be in writing and signed by both Parties to be binding.

IN WITNESS WHEREOF, the Parties have by their duty authorized officers and representatives set their hands and affixed their seals to be effective as of the Effective Date of this Agreement.

ATTEST

By: _____
Village Clerk

VILLAGE OF HINSDALE

By: _____
Village Manager

ATTEST

By: _____
Village Clerk

VILLAGE OF OAKBROOK

By: _____
Village Manager

REQUEST FOR BOARD ACTION

7b

AGENDA SECTION NUMBER First Reading - EPS		ORIGINATING DEPARTMENT Public Services		
ITEM Award Year Two of Contract #1575 for Street Sweeping Services		APPROVED George Peluso Public Services Director		
<p>A total of \$40,000 is included in the Public Services Department budget (account 2202-7301) for the service of street sweeping. In 2014, sealed bids were solicited for continuation of this service on a three-year term. The lowest bid received was from DeJana Industries, Inc. at a year two contract price of \$34,526.</p> <p>The contract includes services for straight time (daily hourly sweeping), complete town sweep, and Central Business District sweeping, which is completed between the hours of 5 a.m. and 7 a.m. Public Services staff will utilize services at the bid award per-unit pricing not to exceed the total budget amount of \$40,000.</p> <p>DeJana Industries, Inc. has been the Village's vendor for the past five years and has continually provided satisfactory service for the Village. Therefore, staff recommends awarding year two of Bid #1575 to DeJana Industries, Inc.</p> <p>MOTION: To award year two of contract #1575 for the service of street sweeping to DeJana Industries, Inc. in the year two bid amount of \$34,526.</p>				
Approval	Approval	Approval	Approval	Manager's Approval
COMMITTEE ACTION:				
BOARD ACTION:				

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

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

Description	Unit	Qty Est	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
YEAR 1								
Street sweeping, straight time, Special events	HRS	150	81.76	12,264.00	116	17,400.00	110	16,500.00
Street sweeping, Town Sweep	2		6540.8	13,081.60	7308	14,616.00	6750	16,640.00
Street sweeping, Central Business District	hours	100	81.76	8,176.00	116	11,600.00	130	13,000.00
EXTENDED TOTAL				33,521.60		43,616.00		41,000.00
YEAR 2								
Street sweeping, straight line, Special events	HRS	150	84.21	12,631.50	118.32	17,748.00	113	16,950.00
Street sweeping, Town Sweep	2		6736.8	13,473.60	7454.16	14,908.32	6952	16,896.00
Street sweeping, Central Business District	HRS	100	84.21	8,421.00	118.32	11,832.00	132	13,200.00
EXTENDED TOTAL				34,526.10		44,488.32		42,154.00
YEAR 3								
Street sweeping, straight line, Special events	HRS	150	86.74	13,011.00	120.68	18,102.00	134	20,100.00
Street sweeping, Town Sweep	2		6939.2	13,878.40	7603.24	15,326.48	8576	17,132.00
Street sweeping, Central Business District	HRS	100	86.74	8,674.00	120.68	12,068.00	134	13,400.00
EXTENDED TOTAL				35,563.40		45,376.48		50,652.00
THREE YEAR EXTENDED TOTAL				103,611.10		133,480.80		149,688.00

ORIGINAL

VILLAGE OF HINSDALE

CONTRACT FOR

STREET SWEEPING

BID #1575

INVITATION FOR BIDDER'S PROPOSALS

OWNER: Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, Illinois 60521

1. Invitation to Bid

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

The scope of work for this contract is the supplying of the material, labor, equipment and all else necessary and incidental to providing Street Sweeping on Village of Hinsdale maintained streets and grounds. Disposal of sweeping shall be at the Public Works Garage, 225 Symonds Drive, Hinsdale.

The Village shall have no right, title or interest in the equipment. No rental purchase plan is involved. This is a straight rental with operator. All gas, oil and repairs shall be supplied or done by the contractor at his expense.

The Village of Hinsdale streets and parking lots are open for inspection. Each contractor shall examine existing conditions for effect on the performance of the work of the contract. The contractor shall not receive any extra pavement for any condition, which can be properly allowed in the bid by careful examination.

The Work shall be delivered to the following Work Site:

Village streets and parking areas and the Central Business District (CBD) as designated in Map R227 and Map R228.

INVITATION

2. Defined Terms

All terms capitalized in this Invitation for Bidder's Proposals and in the other documents included in the Bid Package are defined in the documents included in the Bid Package, as hereinafter defined, and shall have such defined meanings wherever used.

3. The Bid Package

The Bid Package consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein:

- (1) Invitation for Bidder's Proposals;
- (2) General Instructions to Bidders;
- (3) Addenda, if issued;
- (4) Bidder's Proposal;
- (5) Bidder's Sworn Acknowledgement;
- (6) Bidder's Sworn Work History Statement;
- (7) Other Information Submitted by Bidder, if requested;
- (8) Notice of Award; and
- (9) Contract, including all of its Attachments and Appendices, if any.

4. Inspection and Examination

The Bid Package may be examined at the office of Owner as listed above. A copy of the Bid Package may be purchased at the office of Owner upon payment of \$/\$/.00 per set, which fee is nonrefundable. Persons requesting documents to be sent by mail shall include an additional \$/\$/.00 per set to cover postage and handling. In making copies of the Bid Package available to prospective Bidders, Owner does so only for the purpose of obtaining Bidder's Proposals and such provision does not confer a license or grant for any other use.

Each prospective Bidder shall, before submitting its Bidder's Proposal, carefully examine the Bid Package. Each prospective Bidder shall inspect in detail the Work Site and the surrounding area and shall familiarize itself with all local conditions, including subsurface, underground and other concealed conditions, affecting the Contract, the Work and the Work Site. The Bidder whose Bidder's Proposal is accepted will be responsible for all errors in its Bidder's Proposal including those resulting from its failure or neglect to make a thorough examination and investigation of the Bid Package and the conditions of the Work Site and the surrounding area.

INVITATION

5. Bid Opening

Owner will receive sealed Bidder's Proposals for the Work until 10:00 o'clock, a.m., August 29th, 2014, at Owner's office listed above, at which time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud. Bidders or their agents are invited to be present.

6. Bid Security, Bonds and Insurance

A. Bid Security. Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal in the form of (1) a Cashier's Check or Certified Check drawn on a solvent bank insured by the Federal Deposit Insurance Corporation and payable without condition to Owner or (2) a Bid Bond in a form satisfactory to Owner from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide.

B. Performance and Payment Bonds. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond upon award of the Contract, each in the penal sum of the full amount of the Contract Price, on forms provided by, or otherwise acceptable to, Owner, from a surety company meeting the requirements set forth above. Each Bidder's Proposal must be accompanied by a letter from such a surety company stating that it will execute Bonds on forms provided by, or otherwise acceptable to, Owner, upon award of the Contract to Bidder.

C. Insurance. The successful Bidder will be required to furnish certificates and policies of insurance as required by Section 4.2 of the Contract upon award of the Contract. Each Bidder's Proposal must be accompanied by a letter from Bidder's insurance carrier or its agent certifying that said insurer has read the requirements set forth in the Contract and will issue the required certificates and policies of insurance upon award of the Contract to Bidder.

DATED this 14th day of August, 2014.

VILLAGE OF HINSDALE

By: Kathleen A. Gargano
Village Manager

VILLAGE OF HINSDALE

CONTRACT FOR

STREET SWEEPING

BID #1575

GENERAL INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
1. Interpretation of Documents Included in Bid Package.....	1
2. Calculation of Unit Price Proposals.....	2
3. Prevailing Wages.....	2
4. Taxes and Benefits.....	2
5. Permits and Licenses.....	2
6. Preparation of Bidder's Proposal.....	3
7. Signature Requirements.....	4
8. Bid Security.....	4
9. Submission of Bidder's Proposals.....	5
10. Withdrawal of Bidder's Proposals.....	5
11. Qualification of Bidders.....	6
12. Disqualification of Bidders.....	6
13. Award of Contract.....	7
14. Notice of Award; Effective Date of Award.....	7
15. Closing of Contract.....	7
16. Failure to Close.....	8

VILLAGE OF HINSDALE

CONTRACT FOR

STREET SWEEPING

BID #1575

GENERAL INSTRUCTIONS TO BIDDERS

1. Interpretation of Documents Included in Bid Package

A. Defined Terms. All terms capitalized in these General Instructions to Bidders and in the other documents included in the Bid Package are defined in the documents included in the Bid Package and shall have such defined meanings wherever used.

B. Implied Terms. If any personnel, equipment, materials, or supplies that are not directly or indirectly set forth in the Contract are nevertheless necessary to the proper provision, performance, and completion of the whole of the Work in accordance with the intent of the Contract, each prospective Bidder shall understand such personnel, equipment, materials, or supplies to be implied and shall provide for such personnel, equipment, materials, or supplies in its Bidder's Proposal as fully as if it were particularly described.

C. Information Provided by Owner. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other preliminary investigations is distributed with the Bid Package, or such information is otherwise made available to any prospective Bidder by Owner, such information is distributed or made available solely for the convenience of such prospective Bidder and is not part of the Bid Package. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of any such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that unanticipated conditions may not be present.

D. Addenda. No interpretation of the documents included within the Bid Package will be made except by written addendum duly issued by Owner ("Addendum"). No interpretation not contained in an Addendum shall be valid or have any force or effect whatever, nor entitle any Bidder to assert any claim or demand against Owner on account thereof.

All Addenda issued prior to the opening of Bidder's Proposals shall become a part of the Bid Package. Each prospective Bidder shall be responsible for inquiring from time to time as to the availability of Addenda.

INSTRUCTIONS

If any prospective Bidder is in doubt as to the true meaning of any part of the Bid Package, such prospective Bidder shall submit to Owner a written request for an interpretation thereof as far in advance of the scheduled opening of Bidder's Proposals as possible.

Owner shall use its best efforts to issue Addenda in response to all valid, appropriate, and timely inquiries, but accepts no responsibility for doing so. Inquiries not answered by Addenda shall be considered invalid, inappropriate, or untimely inquiries.

2. Calculation of Unit Price Proposals

On all items for which Bidder's Proposals are to be received on a unit price basis, the approximate quantities stated in the Schedule of Prices are Owner's estimate only for Owner's convenience in comparing Bidder's Proposals and shall not be relied upon by prospective Bidders. Each prospective Bidder shall, before submitting its Bidder's Proposal, make its own estimate of the quantities of Unit Price Items required to complete the Work and shall determine its Price Proposal for each Unit Price Item in light of its own estimate.

3. Prevailing Wages

Prevailing Wage is not applicable for this service contract.

4. Taxes and Benefits

Owner is exempt from state and local sales, use, and excise taxes. Bidder's Price Proposal shall not include any such taxes. A letter of exemption will be provided to the successful Bidder, if necessary. Owner will not reimburse, nor assist the successful Bidder in obtaining reimbursement for, any state or local sales, use or excise taxes paid by the successful Bidder.

Bidder's Price Proposal shall include all other applicable federal, state, and local taxes of every kind or nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities or other similar benefits.

5. Permits and Licenses

Except as otherwise expressly provided in Attachment A to the Contract, Bidder's Price Proposal shall include the cost of obtaining all permits, licenses, and other approvals and authorizations required by law for performance of the Work. It shall be the sole responsibility of each prospective Bidder to determine the applicable permits, licenses, and other approvals and authorizations and no extra compensation shall be paid by Owner for the successful Bidder's failure to include these costs in its Bidder's Proposal.

INSTRUCTIONS

6. Preparation of Bidder's Proposal

Bidder's Proposals to enter into the Contract for the Work shall be made only on the blank Bidder's Proposal form furnished by Owner and included in the Bid Package. The Bidder's Proposal form included in the Bid Package shall be removed from the Bid Package prior to preparation for submission.

Entries on the Bidder's Proposal form shall be typed or legibly written in ink. Price Proposals are to be written by words and by figures as provided on the Bidder's Proposal form. In case of any conflict, words shall prevail. In case of any error in adding or multiplying individual items, the prices listed for individual items shall control over any incorrect total of such items. A Bidder's Proposal may be rejected if it does not contain a requested price for each and every item named in the Bidder's Proposal form or may be interpreted as bidding "no charge" to Owner for any item left blank.

Prospective Bidders are warned against making alterations of any kind to the Bidder's Proposal form or to any entry thereon. Bidder's Proposals that contain omissions, conditions, alterations, or additions not called for may be rejected or interpreted so as to be most favorable to Owner.

Each Bidder shall securely staple into its Bidder's Proposal a copy of each Addendum issued and shall include in the place provided therefor in the Bidder's Proposal form a listing of all such Addenda.

Each Bidder shall complete and securely staple into its Bidder's Proposal the Bidder's Sworn Acknowledgement and the Bidder's Sworn Work History Statement included in the Bid Package, and shall staple into its Bidder's Proposal the Bid Security and the surety and insurance commitment letters as specified in the Invitation for Bidder's Proposals.

Every Bidder submitting a Bidder's Proposal shall be conclusively deemed to have evidenced an intention to be bound thereby whether or not the requirements for signing Bidder's Proposals found in Section 7 of these General Instructions to Bidders are satisfied. However, any Bidder's Proposal that fails to comply with Section 7 of these General Instructions to Bidders may nevertheless be rejected.

Bidder's Proposals that are not submitted on the Bidder's Proposal form furnished by Owner or that are not prepared in accordance with these General Instructions to Bidders may be rejected. If a deficiently prepared Bidder's Proposal is not rejected, Owner may demand correction of any deficiency and award the Contract to Bidder upon satisfactory compliance with these General Instructions to Bidders.

INSTRUCTIONS

7. Signature Requirements

A. Bidder's Proposals. The following requirements shall be observed in the signing of each Bidder's Proposal:

- (1) Corporations. Each Bidder's Proposal submitted by a corporation shall be signed by the President or other authorized officer of the corporation and shall also bear the attesting signature of the Secretary or Assistant Secretary of the corporation.
- (2) Partnerships. Each Bidder's Proposal submitted by a partnership shall be signed by all of its general partners or by an attorney-in-fact.
- (3) Individuals. Each Bidder's Proposal submitted by an individual shall be signed by such individual or by an attorney-in-fact.
- (4) Joint Ventures. Each Bidder's Proposal submitted by a joint venture shall be signed by each signator of the joint venture agreement by which such joint venture was formed in accordance with the applicable provisions of (1), (2), and (3) above or by an attorney-in-fact.

When requested by Owner, satisfactory evidence of the authority of the person or persons signing on behalf of Bidder shall be furnished.

B. Other Documents. The signature requirements set forth in Subsection 7A shall apply to all other documents in the Bid Package required to be executed by Bidder, Bidder's sureties and Bidder's insurance representatives as well as to the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

8. Bid Security

A. Required Bid Security. Every Bidder's Proposal shall be accompanied by bid security in the form of a Cashier's Check, Certified Check or Bid Bond as specified in the Invitation for Bidder's Proposals ("Bid Security"), which Bid Security shall stand as a guaranty that (1) Bidder will submit all additional information requested by Owner; (2) if such Bidder's Proposal is accepted, Bidder will timely file the Bonds and the certificates and policies of insurance required by the Contract; and (3) if such Bidder's Proposal is accepted, Bidder will timely execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract.

B. Return of Bid Security. Bid Security submitted in the form of Cashier's Checks or Certified Checks will be returned within five days after execution of the Contract by Owner. Bid Bonds will not be returned unless otherwise requested by Bidder.

INSTRUCTIONS

C. Liquidated Damages. If a Bidder fails to timely submit all additional information requested by Owner, or if the successful Bidder fails to timely and properly submit all required Bonds, certificates and policies of insurance, or if the successful Bidder fails to timely and properly execute the Contract, the Contractor's Certification, and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure. For such reason, every Bidder shall, by submitting its Bidder's Proposal, be deemed to agree that Owner shall have the right, at its option in the event of any such default, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of the Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against the defaulting Bidder.

9. Submission of Bidder's Proposal

One copy of each Bidder's Proposal, properly signed, together with all other required documents, shall be enclosed in a sealed envelope or package and shall be addressed and delivered to the place, before the time, and in the manner designated in the Invitation for Bidder's Proposals. All Bidder's Proposals received after the time for the opening of bids specified in the Invitation for Bidder's Proposals will be returned unopened.

Each sealed envelope or package containing a Bidder's Proposal shall be identified as such and shall be marked with the title of the Contract and Bidder's full legal name. All Addenda will be considered part of each Bidder's Proposal whether attached or not.

10. Withdrawal of Bidder's Proposal

Any Bidder's Proposal may be withdrawn at any time prior to the opening of any Bidder's Proposal, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner prior to the opening of any Bidder's Proposal. The withdrawal of a Bidder's Proposal prior to opening of any Bidder's Proposal will not prejudice the right of Bidder to file a new Bidder's Proposal.

No Bidder's Proposal shall be withdrawn without the consent of Owner for a period of 60 days after the opening of any Bidder's Proposal. Any Bidder's Proposal may be withdrawn at any time following the expiration of said 60 day period, provided that a request in writing, executed by Bidder in the manner specified in Section 7 of these General Instructions to Bidders, for the withdrawal of such Bidder's Proposal is filed with Owner after said 60 day period. If no such request is filed, the date for acceptance of such Bidder's Proposal shall be deemed to be extended until such a request is filed or until Owner executes a Contract pursuant to the Invitation for Bidder's Proposals or until Owner affirmatively and in writing rejects such Bidder's Proposal.

INSTRUCTIONS

11. Qualification of Bidders

A. Factors. Owner intends to award the Contract only to a Bidder that furnishes satisfactory evidence that it has the requisite experience, ability, capital, facilities, plant, organization and staffing to enable it to perform the Work successfully and promptly and to complete the Work for the Contract Price and within the Contract Time.

B. Additional Information. Owner reserves the right to require from any Bidder, prior to award of the Contract, a detailed statement regarding the business and technical organizations and plant of Bidder that is available for the Work. Information pertaining to financial resources, experience of personnel, contract defaults, litigation history, and pending construction projects may also be requested.

C. Final Determination. The final selection of the successful Bidder shall be made on the basis of the amount of the Bidder's Price Proposals, Owner's prior experience with the Bidders, Owner's knowledge of the Bidders' performance on other relevant projects, any additional information submitted by Bidders to satisfy Owner that Bidders are adequately prepared to fulfill the Contract, and all other relevant facts or matters mentioned in the Bid Package or that Owner may legally consider in making its determination.

12. Disqualification of Bidders

A. More Than One Bidder's Proposal. No more than one Bidder's Proposal for the Work described in the Contract shall be considered from any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture. Reasonable grounds for believing that any corporation, partnership, individual or joint venture is interested in more than one Bidder's Proposal for the Work may cause the rejection of all Bidder's Proposals in which such corporation, partnership, individual or joint venture is interested. Nothing contained in this Subsection 12A shall prohibit any single corporation, partnership, individual or joint venture, whether under the same or different names and whether or not in conjunction with any other corporation, partnership, individual or joint venture, from submitting a bid or quoting prices to more than one Bidder for equipment, materials and supplies or labor to be furnished as a subcontractor or supplier.

B. Collusion. If there are reasonable grounds for believing that collusion exists among any Bidders, all Bidder's Proposals of the participants in such collusion will not be considered.

C. Default. If a Bidder is or has been in default on a contract with Owner or in the payment of monies due Owner, its Bidder's Proposal will not be considered.

13. Award of Contract

A. Reservation of Rights. Owner reserves the right to accept the Bidder's Proposal that is, in its judgment, the best and most favorable to the interests of Owner and the

INSTRUCTIONS

public; to reject the low Price Proposal; to accept any item of any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Owner's opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting their Bidder's Proposals.

B. Firm Offers. All Bidder's Proposals are firm offers to enter into the Contract and no Bidder's Proposals shall be deemed rejected, notwithstanding acceptance of any other Bidder's Proposal, until the Contract has been executed by both Owner and the successful Bidder or until Owner affirmatively and in writing rejects such Bidder's Proposal.

C. Time of Award. It is expected that the award of the Contract, if it is awarded, will be made within 60 days following the opening of the Bidder's Proposals. Should administrative difficulties be encountered after the opening of the Bidder's Proposals, including the annulment of any award, that may delay an award or subsequent award beyond such 60 day period, Owner may accept any Bidder's Proposal for which the date for acceptance has been extended as provided in Section 10 of these General Instructions to Bidders in order to avoid the need for readvertisement. No Bidder shall be under any obligation to extend the date for acceptance of its Bidder's Proposal. Failure of one or more of the Bidders or their sureties to extend the date for acceptance of its Bidder's Proposal shall not prejudice the right of Owner to accept any Bidder's Proposal for which the date for acceptance has been extended.

14. Notice of Award; Effective Date of Award

If the Contract is awarded by Owner, such award shall be effective when a Notice of Award in the form included in the Bid Package has been delivered to the successful Bidder ("Effective Date of Award"). Owner will prepare five copies of the Contract based upon Bidder's Proposal and will submit them to the successful Bidder with the Notice of Award.

15. Closing of Contract

A. Closing Date. Unless otherwise stated in the Notice of Award, the successful Bidder shall satisfactorily complete all Conditions Precedent to Closing before, and the Contract and all related documents shall be executed, submitted and exchanged by Owner and Bidder ("Closing") on, the tenth day following the Effective Date of Award or within such extended period as Owner may, in the exercise of its sole discretion, authorize in writing after issuance of the Notice of Award ("Closing Date").

B. Conditions Precedent to Closing. On or before the Closing Date, the successful Bidder shall: (1) sign (see Section 7), date as of the Closing Date, and submit to Owner all five copies of the Contract, the Contractor's Certification, and all other required documentation related to the Contract on or before the Closing Date; and (2) submit five

INSTRUCTIONS

executed copies of all required Bonds dated as of the Closing Date and all certificates and policies of insurance (see Contract, Article IV) ("Conditions Precedent to Closing").

Failure to timely execute or submit any of the aforesaid documents shall be grounds for the imposition of liquidated damages as more specifically set forth in Section 8 above. If the submitted documents or any of them fail to comply with these General Instructions to Bidders or the Contract or are not timely executed and submitted, Owner may, in its sole discretion, annul the award or allow the successful Bidder an opportunity to correct the deficiencies.

In no event will Owner execute the Contract until any and all such deficiencies have been cured or Owner has received adequate assurances, as determined by Owner, of complete and prompt performance.

C. Closing. At the Closing, and provided that all documents required to be submitted prior to or at the Closing have been reviewed and determined by Owner to be in compliance with these General Instructions to Bidders and the Contract, or assurances of complete and prompt performance satisfactory to Owner have been received, Owner shall execute all copies of the Contract, retain three copies of the completed Contract, and tender two copies to the successful Bidder at the Closing. The successful Bidder shall tender one copy to its surety company or companies. The successful Bidder or its agent shall be present at the Closing.

16. Failure to Close

A. Annulment of Award; Liquidated Damages. The failure or refusal of a successful Bidder to comply with the Conditions Precedent to Closing or to Close shall be just cause for the annulment of the award and the imposition of liquidated damages or the exercise of equitable remedies, both as more specifically set forth in Section 8 above.

B. Subsequent Awards. Upon annulment of an award, Owner may accept, and award a Contract based on, any other Bidder's Proposal as Owner, in its sole judgment, deems to be the best or may invite new Proposals or may abandon the bidding process or the Work.

PROPOSAL

VILLAGE OF HINSDALE

CONTRACT FOR

STREET SWEEPING

BID #1565

BIDDER'S PROPOSAL

Full Name of Bidder Dejana Industries, Inc. ("Bidder")

Principal Office Address 30 Sagamore Hill Drive, Port Washington, NY 11050

Local Office Address 2130 Oxford Road, Des Plaines, IL 60018

Contact Person William F. Wynperle, Jr. Telephone 516-944-3100

TO: Village of Hinsdale ("Owner")
19 E. Chicago Avenue
Hinsdale, Illinois 60521

Attention: Village Clerk

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the **STREET SWEEPING**; (2) to procure and furnish all permits, licenses and

PROPOSAL

other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that the Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section 2.1 of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES



A. LUMP SUM CONTRACT

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

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

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

PROPOSAL

☒ B. UNIT PRICE CONTRACT

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

COMPLETE TABLE AS INDICATED

***Item #2 to be completed within 3 weeks of schedule date.**

****Item #3 to be completed between the hours of 5 a.m. to 7a.m. on designated days.**

PROJECT NAME: STREET SWEEPING BID NO: 1565

YEAR ONE

ITEM NO.	DESCRIPTION	UNIT	BID COMPARISON QUANTITY	UNIT PRICE BID	EXTENDED TOTAL
1	Street sweeping, straight line, Special events.	Hours	150	81.76	12,264.00
2	Street sweeping, Town Sweep	Per Circuit	2	6,540.80	13,081.60
3	Street sweeping Central Business District	Hours	100	81.76	8,176.00
EXTENDED TOTAL					33,521.60

YEAR TWO

ITEM NO.	DESCRIPTION	UNIT	BID COMPARISON QUANTITY	UNIT PRICE BID	EXTENDED TOTAL
1	Street sweeping, straight line, Special events.	Hours	150	84.21	12,631.50
2	Street sweeping, Town Sweep	Per Circuit	2	6,736.80	13,473.60
3	Street sweeping Central Business District	Hours	100	84.21	8,421.00
EXTENDED TOTAL					34,526.10

PROPOSAL

YEAR THREE

ITEM NO.	DESCRIPTION	UNIT	BID COMPARISON QUANTITY	UNIT PRICE BID	EXTENDED TOTAL
1	Street sweeping, straight line, Special events.	Hours	150	86.74	13,011.00
2	Street sweeping, Town Sweep	Per Circuit	2	6,939.20	13,878.40
3	Street sweeping Central Business District	Hours	100	86.74	8,674.00
EXTENDED TOTAL					35,563.40

TOTAL CONTRACT PRICE:

One hundred three thousand

Six hundred – eleven

Ten

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

___103,611.____ Dollars and ___10____ Cents
(in figures) (in figures)



C. COMBINED LUMP SUM/UNIT PRICE CONTRACT

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

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

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

- (2) For providing, performing, and completing all Work related to ***[DESCRIBE UNIT PRICE WORK]***, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

PROPOSAL

4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.

3. **Contract Time Proposal**

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

4. **Firm Proposal**

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

5. **Bidder Representations**

A. **No Collusion.** Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. **Not Barred.** Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. **Qualified.** Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

PROPOSAL

COMPLETE TABLE AS INDICATED

<u>Unit Price Item</u>	<u>Unit</u>	<u>Approximate Number of Units</u>	<u>Price Per Unit</u>	<u>Extension</u>
1			\$ _____	\$ _____
2			\$ _____	\$ _____
3			\$ _____	\$ _____

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

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

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

D. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices,
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and

PROPOSAL

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

6. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

7. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, or Bid Bond as specified in Section 6 of the Invitation for Bidder's Proposals for the sum of 10% of Amount Bid dollars (\$ _____), which is equal to at least ten percent of Bidder's Price Proposal ("Bid Security").

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. Owner's Rights

Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.

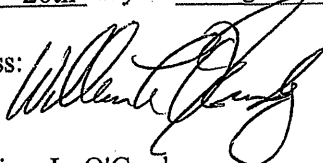
PROPOSAL

10. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 26th day of August, 2014.

Attest/Witness:



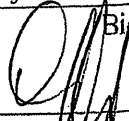
By: William L. O'Grady

Title: Contract Administrator

Dejana Industries, Inc.

Bidder

By:



Title:

WILLIAM F. WYNPERLE, JR.

EXECUTIVE VICE PRESIDENT

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

VILLAGE OF HINSDALE

CONTRACT FOR

STREET SWEEPING

BID #1575

BIDDER'S SWORN ACKNOWLEDGEMENT

William F. Wynperle, Jr. ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY

1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of Illinois, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Dejana Industries, Inc.

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Peter Dejana</u>	<u>30 Sagamore Hill Dr., Port Washington, NY</u>
Vice President	<u>Wm. F. Wynperle, Jr.</u>	<u>"</u>
Secretary	<u>Wm. F. Wynperle, Jr.</u>	<u>"</u>
Treasurer	<u>Richard Steinle</u>	<u>"</u>

2. Partnership

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

ACKNOWLEDGEMENT

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____,
whose residence address is _____ and
whose business address is _____. If operating under a trade
or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State
of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that
is qualified to do business in the State of Illinois, and that is operating under the legal name of
_____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

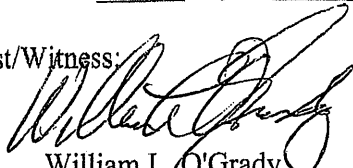
<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ ()	_____
_____ ()	_____
_____ ()	_____

[For each signatory, indicate type of entity (Corporation = "C"; Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

ACKNOWLEDGEMENT

DATED this 26th day of August, 2014

Attest/Witness:



By: William L. O'Grady

Title: Contract Administrator

Dejana Industries, Inc.

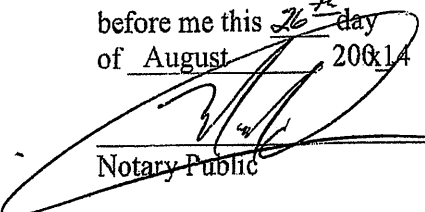
Bidder

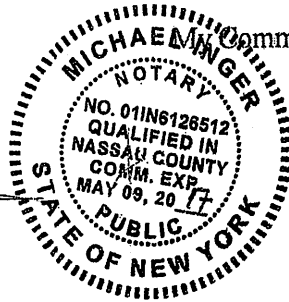
By: 

Title: WILLIAM F. WYNPERLE, JR.

EXECUTIVE VICE PRESIDENT

Subscribed and Sworn to
before me this 26th day
of August, 2014


Notary Public



Commission Expires: _____

[SEAL]

SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS

VILLAGE OF HINSDALE

CONTRACT FOR

STREET SWEEPING

BID #1575

BIDDER'S SWORN WORK HISTORY STATEMENT

William F. Wynperle, Jr. ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT

1. Nature of Business

State the nature of Bidder's business: Street Sweeping Services

2. Composition of Work

During the past three years, Bidder's work has consisted of:

<u> </u> % Federal	<u>35</u> % As Contractor	<u> </u> % Bidder's Forces
<u> </u> % Other Public	<u>65</u> % As Subcontractor	<u> </u> % Subcontractors
<u> </u> % Private		<u> </u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 18 years

WORK HISTORY STATEMENT

4. Predecessor Organizations

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>City of Des Plaines</u>	<u>Business</u>	<u>760318</u>	<u>12/31/14</u>
_____	_____	_____	_____

6. Related Experience

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>Vill of Channahon</u>	<u>Vill. of Minooka</u>	<u>Village of Lisle</u>
Owner Address	<u>24555 S. Navajo Dr.</u>	<u>121 E McEvilly Rd.</u>	<u>1040 Burlington Ave.</u>
	<u>Channahon, IL 60410</u>	<u>Minooka, IL 60447</u>	<u>Lisle, IL 60532</u>
Reference	<u>Bruce Vaickus</u>	<u>Robert Tonareli</u>	<u>Joe Wilbur</u>
Telephone Number	<u>815-467-6644</u>	<u>815-467-8868</u>	<u>630-271-4183</u>
Type of Work	<u>Street Sweeping</u>	<u>Street Sweeping</u>	<u>Street Sweeping</u>
	_____	_____	_____

WORK HISTORY STATEMENT

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Contractor	_____	_____	_____
(If Bidder was)	_____	_____	_____
(Subcontractor)	_____	_____	_____
Amount of Contract	_____	_____	_____
Date Completed	_____	_____	_____

DATED this 26th day of August, 2014.

Attest/Witness:

Dejana Industries Inc.

Bidder

By: William L. O'Grady

By: _____

Title: Contract Administrator

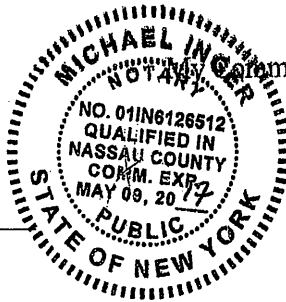
Title: _____

WILLIAM F. WYNPERLE, JR.

EXECUTIVE VICE PRESIDENT

Subscribed and Sworn to
before me this 26th day
of August, 2014.

Notary Public



Commission Expires: _____

[SEAL]

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**

REQUEST FOR BOARD ACTION

7c

AGENDA SECTION NUMBER First Reading - EPS	ORIGINATING DEPARTMENT Public Services
ITEM Award Proposal to Forestry Equipment of VA (FEVA) for the Replacement of Public Services Aerial Lift Truck Unit #12	APPROVED George Peluso Public Services Director

Background

Included in the Fiscal Year 2015-16 Capital Improvement Plan (CIP) is \$135,000 for the replacement of a 1998 aerial lift truck. The truck is primarily utilized by the Forestry Division for tree pruning and tree removals. In addition, crews utilize this piece of equipment for Central Business District light repairs, and for numerous Parks Department maintenance items.

Over the past several years, this piece of equipment has experienced significant repairs, including several engine rehabilitations. A total breakdown of repair and rental costs since 2012 is provided below.

2012 – Engine Cylinder Rebuild/Fuel Injection Repair	\$10,000
2014 – Engine Rebuild/Fuel Injection Repair	\$15,000
2014 – Boom Repair	\$4,600
2014 – Boom Repair	\$1,700
2014 – Tow	\$500
2014 – Backup Rental Equipment	\$6,400
2015 – Barometric Sensor/Engine Repair/Tow/Rental	\$4,900
TOTAL	\$43,100

During this summer's operations, the vehicle experienced two mechanical breakdowns, which suspended tree removal operations for several months. Both failures were related to the engine and barometric sensor (which regulates the air/fuel ratio).

Considering the high number (over 750) of Ash trees that need to be removed by in-house staff due to the Emerald Ash Borer infestation, it is of great importance to continue to have a functional aerial lift truck in the Public Services Department fleet.

Proposal Solicitation

The recommended replacement aerial lift truck is only manufactured by a select group of companies. Given the limited pool of potential bidders, Public Services staff decided to request proposals from three specific equipment companies for the replacement unit. A breakdown of each proposal is provided below.

<u>Vendor</u>	<u>Unit Price</u>
Forestry Equipment of VA (FEVA)	\$137,855
Terex Utilities, Inc.	\$152,666
Power Equipment Leasing Co.	\$155,502

The lowest submitted price without trade-in is from Forestry Equipment of VA (FEVA) at a not to exceed price of \$137,855. As referenced above, there is a total of \$135,000 budgeted for this piece of equipment in FY 15-16. The original budget estimate included the trade-in value of the Department's

current unit. FEVA was only willing to offer \$1,500 toward the trade-in. Public Services staff believes that the Department can get a better return for the existing vehicle by bringing it to auction separate of this proposal. Staff estimates the unit's value at \$5,000 - \$8,000. The expectation is that the higher return will offset the budget differential.

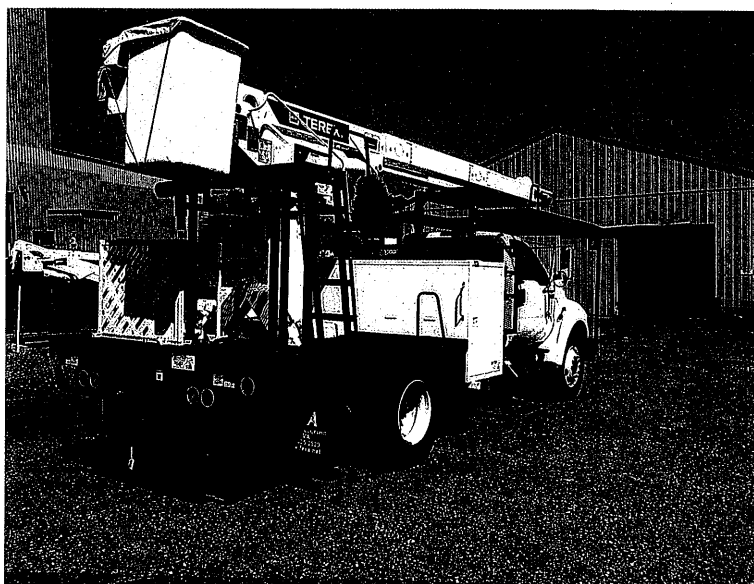
Considering the age, disrepair, and repair costs of our current Unit #12, it is recommended that the Village Board consider acceptance of the attached proposal from Forestry Equipment of VA for the replacement purchase of Public Services Unit #12 in an amount not to exceed \$137,855. The new unit will be on 15-year replacement schedule.

MOTION: To award the replacement of Forestry Truck Unit #12 to Forestry Equipment of VA (FEVA) in an amount not to exceed \$137,855.

Approval	Approval	Approval	Approval	Manager's Approval
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COMMITTEE ACTION:

BOARD ACTION:





» A Subsidiary of UOS

12660 E. Lynchburg Salem Turnpike, Forest VA 24551
Phone: 434-525-2929 • Fax: 434-525-0917

DATE: August 17, 2015
Sales Quote #: JD(0834)60rm Hinsdale4
Quote Valid: 30 Days or Availability
Sales Rep.: John Dean (jdean@u1source.com)

Company: Village of Hinsdale
Contact: John Finnell
Address: 225 Symonds Drive.
City, ST, Zip: Hinsdale, IL 60521
Phone/Fax: (630) 789-7043 /
E-Mail: jfinnell@villageofhinsdale.org

Sale Price: \$135,980.00
FOB, Hinsdale, IL: \$1,875.00
Total Investment: \$137,855.00
Terms: Payment Due Prior to Delivery

FORD XT PRO 60 REAR MOUNT

2015 Ford F750 Super Duty (Painted Green)
Cummins ISB Diesel, 240 HP
108" CA
2500 Series Allison Automatic Transmission
Air Brakes with Heated Air Dryer
14,000 lb Front Axle, 21,000 lb Rear Axle
Factory De-Rated to 33,000 lb GVWR
Block Heater
50 Gallon Fuel Tank
Air Conditioning
Radio, AM/FM Stereo with Clock
Mud Flaps

Terex Hi-Ranger XT PRO 60 Lift (Painted Green)
65' Working Height
24" x 24" x 40" Platform & Liner with Scuff Pad,
Maximum Capacity 400 lbs.
"3D" One Hand Hydraulic Control
Dual Hydraulic Tool Outlets at Platform
Hydraulic Lower Control Levers above Rotation at Pedestal
Full Pressure, Open Center Hydraulic System
40 Gallon Hydraulic Reservoir (Painted Green) with Sight
and Temperature Gauge
Hydraulic Tank HD Cover (Painted Green)
Full Body Harness with Attached Lanyard
Upper Boom Rest Tie Down
Mechanical Platform Leveling
Manual Platform Tilt
Self Locking Hydraulic Rotational Gear Box
Continuous Unrestricted Rotation

(2) Sets Hydraulic Outriggers
Front and Rear Bottom (Painted Black)
Rear, Top (Painted White)
(2) Sets Outrigger Pads with Holders (Painted Black)
(2) Sets Hydraulic Outriggers with Electric Controls
Boom/Outrigger Interlock with Motion Alarm
Full Hydraulic Pressure at 1100 RPM Engine Speed
10 Year Maintenance Free Leveling Chain

Custom Flat Deck Body (sides Painted Green)
35", 2-Door thru Box Assembly, (2) Keyed Padlocks
Included (Painted Green)
(2) 18 x 18 x 24" Long Box Mounted Under Deck (Painted Green)

Spring Loaded Cab Guard (Painted Black)
(2) Wheel Chocks with Underbody Storage (Painted Black)
Trailer Brake Controller
6-Prong Trailer Socket
PTO with Electric Dash Switch Installed in Cab
Rear Bumper (Painted Black) Flush with Back of Truck (T100
Pintle Exposed)

All Lights on Body Package to be LED
Lighting Kit to Meet FMVSS #108 Standards
4-Point LED Strobe Package
2.5 lb ABC Fire Extinguisher
Triangle Reflector Kit
DOT Inspection
Parking Brake Interlock
Road Tested and Safety Inspected

Delivery: 4-6 weeks

Terms and Conditions:

- Customer to supply FEVA with Chassis. Chassis must meet all required specs for mounting XT PRO 60 over Rear Axle/Rear Mount Lift. Customer to provide a complete copy of the Chassis specs for review prior to acceptance of PO.
- **DISCLAIMER:** For non-CDL vehicles the maximum gross vehicle weight is 26,000 U.S. pounds. The **owner must consider for example**, the weight of fuel, tools, number of vehicle occupants, equipment of board, cargo (such as chips), and any equipment towed (such as a chipper) when operating the vehicle on highways. The above is for example only and is by no means all inclusive. MRT Manufacturing, Inc., t/a Forestry Equipment of VA assumes no responsibility for customer operation of its product in a manner that violates federal, state or local laws.
- Upon receipt of your purchase order, FEVA will send you an Order Acknowledgement via email or fax with standard Terms and Conditions of Sale which shall govern the transaction. This standard Order Acknowledgement allows FEVA to confirm receipt of your order and must be returned signed to schedule production and delivery.
- There is a \$0.00 processing fee.
- Price guarantee does not include government mandates and associated costs; taxes, tag nor title fees. FEVA does not collect taxes; local taxes are to be paid to the resident registrar at time of vehicle registration by purchaser.
- 30-Day tags will be supplied, with exception of a dealer to dealer sale.
- Federal Excise Tax (FET) has not been included. A current exemption/resale certificate must be on file and provided with purchase order for a tax exempt sale. FET will be added if certificate is not supplied with order.
- Other items not included: freight, vendor price increases, specification changes and components availability or model discontinuation, and material shortage surcharges.
- Above quoted price and delivery time are subject to change without notice. All dates given are subject to the receipt of vendor supplied parts. Every effort is made to meet or exceed quoted delivery dates.
- Quotes for in-stock units are valid while supplies last only.
- These terms and conditions are in response to situations that are beyond FEVA's control.

SIGNATURE CONFIRMS ACCEPTANCE OF QUOTE/ORDER – SIGN AND DATE:

SIGN* _____
John Finnell - Village of Hinsdale

Date: _____

JD(0834)60rm Hinsadle4

**TEREX****CUSTOMER ORDER ACKNOWLEDGEMENT**

Terex Utilities, Inc. - 200 Eden Way - White House, TN 37188 - Phone: 605-882-4000 - Fax: 605-882-5595

Date: **7/6/2015** NIPA Contract Ref # QU04162
Quote Number: QU04928-04

Village of Hinsdale
19 E Chicago Ave
Hinsdale, IL 60521

Attention: John Finnell

Unit: **\$148,826**

Grand Total Each: **\$152,666**

*Plus all applicable taxes and license fees. Chassis payment is due upon chassis receipt at our facility.

Quote is valid for 30 days. Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Notes:

- 1) Delivery Terms are: FCA, Shipping Point Delivery Prepaid and Included.
2) Terms: Net 10 days
3) Delivery days from receipt of order shall be 180-240

Buyer hereby submits its offer to purchase the Products in this Quotation, subject to acceptance by Seller. Buyer has read and agrees to all of Seller's attached Terms and Conditions of Sale. Please fax completed form to 605-882-5595 or transmit it to your Account Manager.

Terex Utilities Inc.

Jason Elger
Sales Coordinator

Roy Hughes
Account Manager

Accepted By: _____

PO Number: _____

Quantity: _____

Grand Total: _____

Date: _____

TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC. ("Seller")

TERMS & CONDITIONS OF SALE

1. **Terms and Conditions.** These Terms and Conditions of Sale cancel and supersede any and all terms of sale pertaining to Parts and Equipment (and any supplements thereto) previously issued by Seller to Buyer and is subject to change without advance notice. The prices, charges, discounts, terms of sale and other provisions referred to or contained herein shall apply to Parts and Equipment (collectively, "Products") sold and shipped to Buyer on and after August 1, 2013, and shall remain in effect unless and until superseded in writing by Seller. "Equipment" shall refer to those goods manufactured and or marketed by Seller and listed on the accompanying sales order, and all options, attachments and accessories to such goods. "Parts" shall refer to those goods manufactured and or marketed by Seller as replacement, repair spare or service items for the Equipment. Acceptance of an order for Equipment and/or Parts by Seller shall be deemed to constitute a binding agreement between the parties pursuant to the terms and conditions contained herein and Buyer agrees that the order may not thereafter be cancelled, countermanded or otherwise changed without the prior written consent of Seller. This agreement supersedes any prior agreements, representations, or other communications between the parties relating to the subject matter set forth herein. No other terms and conditions shall apply including the terms of any purchase order submitted to Seller by Buyer, whether or not such terms are inconsistent or conflict with or are in addition to the terms and conditions set forth herein. Seller's acceptance of Buyer's purchase order is conditional upon Buyer's acceptance of all the terms and conditions contained herein. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to the terms and conditions set forth herein. The Products are intended for industrial/commercial use by professionals and their trained employees and are not intended for use by consumers.

2. **Terms of Payments.** Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net ten (10) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the date that Seller receives payment in full, at the rate of 1.5% per month or the maximum interest rate permitted by applicable law. Chassis pricing is based on current model year production availability. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. **Taxes and Duties.** Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. **Titles, Transportation and Delivery.** Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2010); for all other shipments, all prices are FAS, named port of shipment (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of this agreement signed by Buyer, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components are received by Seller by the date necessary to comply with scheduled delivery, and (4) Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 19 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, changes to an order, delay in providing or approving specifications or data, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, an Equipment or Parts order may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if Buyer fails to comply with any term and/or condition governing this agreement. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, if requested by Seller, make reimbursement to Seller as follows: (i) any and all work that can be completed within (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance of Parts and Equipment. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind.

8. Warranty. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE PARTS OR EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

10. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, Seller and its affiliates shall not be liable for, and specifically disclaim, any liability for any indirect, incidental, consequential or other damages or losses of any kind whatsoever, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise.

11. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

12. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

13. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

14. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

15. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

16. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

17. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

18. **Installation.** Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

19. **Force Majeure.** Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

20. **Anti-Corruption; Export Controls; No Boycotts.** Buyer agrees that it shall, and that any party retained by the Buyer shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any party retained or paid by the Buyer shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, distribution and sale of the Products, including without limitation U.S. Export Control laws, regulations, policies and executive order as may be amended from time to time. Buyer further agrees that it shall not, and any party retained or paid by Buyer shall not, export or re-export the Products, directly, or with its knowledge, indirectly, into Sudan, Cuba or Iran or to any other country for which the United States government (or agency thereof) may require an export license or other approval or any country, person or entity to which such export or re-export may be prohibited by applicable United States law, regulation, policy or executive order. Failure to comply strictly with all applicable laws relating to embargoes, sanctions, export or re-export shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

21. **Construction and Severability.** This agreement constitutes the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the State of Delaware. Seller shall not be bound by any agent's, employee's or dealer's representation or by any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

22. **Jurisdiction.** The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

23. **No Assignment.** No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

24. **Miscellaneous.** Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.



Terex South Dakota, Inc.
500 Oakwood Rd, Watertown, SD 57201
Phone: 605-882-4000 Fax: 605-882-1842

07/06/2015

Quote Number: QU04928-09

VILLAGE OF HINSDALE

19 E CHICAGO AVE
HINSDALE, IL 60521
Attention: JOHN FINNELL

Phone: (630)789-7043

Qty. Description

UNIT

- 1 One (1) new Terex Hi-Ranger XT PRO 60 insulated overcenter aerial device providing a working height of 65.0 ft (19.8 m) and a side reach of 45.0 ft (13.7 m) non-overcenter and 49.9 ft (15.2 m) overcenter.

Design Criteria:

* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Boom Tip:

Upper Controls: "Control-Plus" single stick controller.

Maintenance free chain.

Manual Platform Tilt Release:

- * Tilts perpendicular to the boom.
- * Allows the platform to be horizontally tilted for rescue or clean out.

Dual Hydraulic Tool Outlets At Platform:

- * Dual hydraulic tool outlets at platform to accommodate two (2) open center hydraulic tools.
- * Tools cannot operate simultaneously.
- * Includes relief to limit pressure to 2250 PSI.
- * Flow is adjustable.

Lower Boom:

- * Filament wound high strength fiberglass insert providing an insulation gap.
- * The lower boom is supported when stored by a boom rest.

Upper Boom:

- * Filament wound tapered fiberglass boom providing a clear span insulation gap.

Continuous & Unrestricted Rotation:

- * A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.
- * Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.
- * A 4-channel electric collector ring is provided.

Lower Controls:

Qty. Description

* Individual control levers are provided and located in an accessible location on the turntable.

* An upper/lower control selector provides override of platform controls.

Outrigger Interlock:

* To operate the boom the outriggers must be extended.

Pedestal:

* The pedestal is designed with access for maintenance of hydraulic plumbing.

Rotation Bearing:

* The rotation bearing is a heavy duty "shear-ball" bearing with external gear teeth utilizing polished alloy steel balls.

* Both the inner and outer races are machined from high-strength alloy steel and are heat treated to provide maximum life.

* High-strength, grade 8 bolts attach the inner and outer races to the pedestal and turntable.

ANSI Rating:

* Aerial device is designed as a Category C machine and is dielectrically tested and rated for operation up to 46,000 volts AC and below per ANSI/SIA A92.2-2009.

Hydraulic System:

* Full pressure, open center hydraulic system.

* A external 40 gallon hydraulic oil reservoir is provided with a 60 mesh filter screen, baffles, 100 mesh suction screen with bypass, clean-out access hole, dipstick and shut off valve.

* A 10 micron return line filter located in oil reservoir.

* An in-line relief is also provided.

* Hydraulic hoses are equipped with swaged hose fittings.

Miscellaneous:

* All metallic components of the complete aerial device are powder coat white.

* The fiberglass upper boom, lower boom insert, and platforms are white.

* Two complete manuals providing operation and maintenance procedures, and a replacement parts listing.

* Warning decals are provided with unit.

1 Pedestal.

1 Platform 24" x 24" x 40":

* One curbside mounted fiberglass platform with a rated capacity of 400 lbs.

* Includes one (1) outside access step with slip-resistant surface.

* A safety harness with lanyard is provided.

* A Padded saddle rest provides platform support during road travel.

1 Insulated Platform Liner For 24" x 24" x 40" Platform:

* Tested at 50 KV AC.

1 Scuff Pad to fit inside of a platform liner for a 24" x 24" Platform:

* Non-skid standing surface.

1 Vinyl Platform And Control Cover For 24" x 24" Platform:

Qty. Description

* Waterproof with internal elastic cord around edge and external elastic cord around control cover.

- 1 Tie down kit.
- 1 Heavy Duty A-Frame Outriggers with swivel type stabilizer pads. (9283)
- 1 Heavy Duty A-Frame Outriggers with swivel type stabilizer pads. (9283)
- 1 Controls For 2-Sets Of Outriggers And Auxiliary Tool Outlets (Open center systems):
 - * Recessed at rear of truck each side for ease of view for outrigger placement.
 - * Includes switches and alarm for outrigger in motion alarm.
- ** ADDITIONAL INFORMATION **
 - **sourced feature**
- 1 Outrigger Interlock:
 - * To operate the boom the outriggers must be extended.
- 1 Subframe constructed with an open center.
- 1 Engine Stop/Start controlled at platform and lower controls.

Auxiliary Power:

* Allows the operation of any function for a time period limited by battery life.

*Includes 12 volt electric motor for use on a 12 volt chassis.

Note: This includes a switch for activation at pedestal for electric/air function.

- 1 Terex Chassis Controller (DTS50) 12 volt:
 - *Provides Inputs and Outputs indication for trouble shooting.
 - *LED indicators to show when active.
 - *Recommended for all Class 5 Chassis types.
 - *Controller programmable for communication with different Chassis manufacturers.
- 1 Pump: Fixed Gear and bi-directional
 - * 8 GPM at 2750 PSI at 1200 RPM

BODY, INSTALLATION

** BODY INFORMATION **

Body per B&G Bodies quote BG5378

- 1 Install Aerial Device Over Rear Axle And Install All Associated Components:
 - * Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements and ANSI/SIA A92.2-2009.
- 1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
- 1 Platform rest, bottom base
- 1 Power take off with indicator light for automatic transmission.
- 1 DOT Inspection.

Qty. Description

- 1 Set chassis parameters.
- 1 Back-up alarm to sound when the vehicle is shifted into reverse.
- 4 Laminated wood outrigger pad 24" x 24" x 2-1/4" with rope handle.
* Includes outrigger pad storage.
- 2 Rubber wheel chocks with eye bolt.
- 2 Wheel chock bracket, single for mounting under the body.
- 1 Grab handles as necessary for 3-point contact.
- 1 Cable type gripstrut stirrup step.
- 1 Rigid stirrup step mounted on side access for ground to body access.
- 1 Access steps to platform from top of body or flatbed floor.
- 1 One pair of mud flaps with lego 30" tall.
Note: Trim As-Required.
- 1 A mounting kit for under 45" flatbed frame height for a pair of mud flaps.

** ALTERED FROM STANDARD **
Spring square tubed cabguard with front bumper.
- 1 Boom rest for Aerial, H-frame style weldment used on A-frame, Radials or Out/Down outriggers, 36" wide.
- 1 Truck-Lite LED 7-lamp DOT Lighting Package:
* Complies with FMVSS 108
* Includes required lights, junction box and wiring harness.
* Note: Back-up lights are incandescent.
** ADDITIONAL INFORMATION **
sourced feature
- 1 Lighted license plate bracket kit with incandescent light.
- 1 Peterson Clearance Light Kit with 2.50" Amber, LED.
- 2 Amber strobe light (LED) with 4" tall & 6" dia. lens, and branch guard.
- 1 Whelen 4 corner LED, Amber Strobe Light Kit with 4" grommets.
*Wired into On/Off switch in cab.
** ADDITIONAL INFORMATION **
sourced feature
- 2 Strobe mounting bracket weldment.

Qty. Description

- 1 Tekonsha Voyager electric brake control.
 - 1 Hour meter for power take off engagement time or engine hours, specify.
 - 1 15 ton pintle hook:
 - * Safety chain eyes.
 - "Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes."
 - 1 ICC rear bumper.
 - 1 6-prong trailer socket.
 - ** ADDITIONAL INFORMATION **
 - **sourced feature**
 - 1 Oil tank mounting for external reservoirs.
 - 45 Fill with Hydraulic oil for general purpose use.
 - * Refer to the product maintenance manual for specific type to be used.
 - 1 Safety Kit consists of the following:
 - *2.5-lb ABC fire extinguisher with bracket.
 - *James King triangle reflector kit.
 - ** ADDITIONAL INFORMATION **
 - **sourced feature**
 - 1 Paint flatbed one color up to 16'.
 - *Note - Paint under carriage black.
 - ** ADDITIONAL INFORMATION **
 - Paint flatbed Holly green to match chassis
 - 1 Paint T-40 saddle box one color.
 - ** ADDITIONAL INFORMATION **
 - Saddle to be painted Holly Green to match chassis
 - 1 Paint body floor with non-skid paint.
 - 1 Paint compartment top with non-skid paint.
- CHASSIS**
- ** CHASSIS INFORMATION **
 - 2016 Ford F-750 4x2 per supplied specification
- SPECIAL CHARGES**
- 1 Delivery to Customer.
 - 1 Freight

Quotation

QU04928-09

Page 6

Qty. Description

OPTIONS:

ADD

Notes:

1. Prices are FCA Shipping point, delivery prepaid and included.
2. Prices exclude any applicable taxes or license fees.
3. If Federal Excise Tax has not been included, you could still be responsible unless a current exemption/resale certificate must be on file or provided with purchase order for tax exempt sale. Federal Excise Tax will be added if certificate is not supplied with order.
4. Terms: Net 10 days with pre-approved credit.
5. Chassis pricing is based upon current model year production availability. Any Federal mandated costs, such as 2010 emission requirements, will be passed on at cost.
6. Chassis payment is due upon chassis receipt at our facility.
7. Quotation good for 30 days. Contact us for a possible extension if required.
8. It is vital that we build your new unit(s) to the specifications and approved drawings as required to meet your expectations. Once the final drawings are approved and the unit(s) are in production, any changes made will result in delays and cost not only to Terex Utilities, Inc. but to you our customer. Please avoid or minimize any changes possible during our production process. Note: change orders will be billed at our "Premium Rates".
9. The following items must be considered by the purchaser if not already included:
Back-up Alarm \$150.00; Strobe Light \$525.00; Wheel Chocks \$110.00;
Outrigger Pads \$200.00 to \$650.00 (based on pad size & type); Truck Grounding Cable \$550.00;
Barricade Kit \$895.00; Hydraulic Over Load Protection (derrick only, price will vary based on final option selection); Boom / Boom Stow Interlock \$700.00; Engine Stop / Start \$200.00 to \$795.00 (based on unit model); Auxiliary Let Down \$1500.00; and Platform Liner \$380.00 to \$625.00 (based on platform size).
10. Delivery from receipt of order shall generally be 270-330 days, provided, that (1) the chassis is received by Seller a minimum of 90 days prior to scheduled delivery, (2) drawings are sent timely and the approved drawings are returned to Seller by requested date and (3) vendor supplied chassis are order timely and suppliers delivery schedules will meet the customers delivery date or customer supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Terex Utilities, Inc. makes every effort to meet the delivery commitments we provide to our customers. Unfortunately, if a chassis manufacturer fails to deliver the bare chassis to our plant for the installation of our equipment, we cannot deliver a finished product to you, our customer. Recent inconsistencies by some chassis manufacturers have forced us to include this disclaimer in every bid. If a chassis manufacturer halts or delays production for any reason, Terex Utilities, Inc. cannot be held responsible.
11. Chassis requires clean frame rails, side and top. Relocation of chassis components, to facilitate equipment installation, will be in addition to above quoted price.
12. Trade-in conditions:
 - a. Trade-in becomes a part of this contract with acceptance of this quotation unless otherwise agreed.
 - b. Trade-in shall be maintained in a condition consistent with that at time of bid. Normal wear and tear is expected. Vehicle must meet all DOT requirements at time delivery including but not limited to: tires, brakes, lighting, glass, etc.
 - c. All accessories shall remain with unit unless agreed upon at time of evaluation.
 - d. Trade-in, title and unit operation, maintenance, and parts manual shall be transferred at time of new unit delivery.
 - e. We reserve the right to adjust our trade-in allowance if these conditions are not met.
 - f. You hereby warrant to Terex that: (a) You have the right, power, and authority to sell the trade-in; (b) the trade-in is free and clear of all liens, encumbrances, and any claims of third parties; (c) good title to the trade-in will pass to Terex;

Qty. Description

- and (d) all information you have provided related to the trade-in is true and correct.
13. Terex Utilities, Inc. is ISO 9001:2000 Certified.
14. Upon receipt of your purchase order, Terex Utilities, Inc. will send you a standard Terex Utilities, Inc. Sales Order Acknowledgement with standard Terms and Conditions of Sale which shall govern the transaction. The standard Terex Utilities, Inc. Sales Order Acknowledgement allows Terex Utilities, Inc. to confirm receipt of your order and must be returned to Terex Utilities, Inc. signed in order for Terex Utilities, Inc. to schedule your order for production and delivery.



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921 S. Washington Avenue, Madison, South Dakota, 57042
Office: 800-777-4146

Customer Proposal

Prepared For:

Mr. RYAN KLOOS
TEREX UTILITIES
500 OAKWOOD ROAD/ PO BOX 1150,
WATERTOWN SD 57201
Office: 605-882-4000
Fax: 605-882-1842
Email: Ryan.Kloos@terex.com

Prepared By:

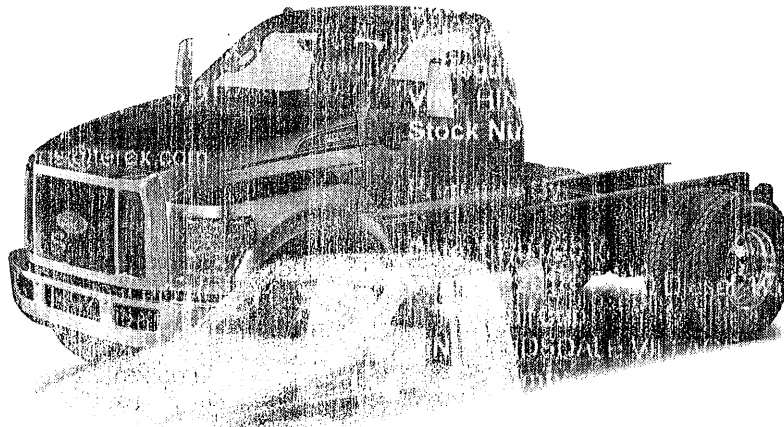
KELLY RUTER
Office: 605-256-9111
Email: kelly@prostrollo.com

Date: 07/01/2015

Vehicle: 2016 F-750 Diesel Base
Regular Cab

VIN: HINDSDALE VILLAGE

Stock Number: ORDER-OUT





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South Dakota, 57042
Office: 800-777-4146

2016 F-750 Diesel
Regular Cab Base(F7D)
VIN: HINDSDALE VILLAGE Stock Number: ORDER-OUT

Selected Options

Code	Description
Base Vehicle	
F7D	Base Vehicle Price (F7D)
Engines	
99C	6.7L Power Stroke V8 Turbo Diesel - 270 HP @ 2400 RPM, 675 lb ft Torque @ 1600 RPM Includes Engine Exhaust Brake and manual regen capability. Torque: 675 ft.lbs. @ 1600 rpm. <i>Governed RPM: 3200. Includes CARB clean idle label - may be removed if unnecessary.</i>
41H	Engine Block Heater, Phillips, 120 Volt/750 Watt
Transmissions	
44G	Ford TruShift HD 6-Speed Automatic - Double Overdrive, less PTO Provision <i>(RNDM)</i>
41A	Transmission Power Take-Off Provision w/LiveDrive Capability
Front Wheels & Tires	
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>
TCD	Tires, Front Two 11R22.5H Goodyear G661 HSA (497 rev/mile)
Rear Wheels & Tires	
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>
RCA	Tires, Rear Four 11R22.5G Goodyear G182 RSD (496 rev/mile)
Brakes	
67C	Air Brakes - Straight Truck

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2016 F-750 Diesel
Regular Cab Base(F7D)
VIN: HINDSDALE VILLAGE Stock Number: ORDER-OUT

Selected Options (cont'd)

Code	Description
	<i>Meritor O-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel, includes 16" x 4" front brakes, dual direct reading air pressure gauges, brake lines color coded nylon, Bendix 15.2 CFM capacity air compressor, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking air brake chambers mounted on front of rear axle, three drain valves and two air tanks (Reference Body Builders Book for location). Rear brake size and components dependent upon axle selection.</i>
159	Trailer Connection Socket - 7-Way, Wired for Turn Signals Combined with Stop <i>Mounted at rear of frame, wired for turn signals combined with stop (only apply with trailers that use combined stop, tail, turn lights).</i>
Front Axle and Suspension	
43D	14,000 lb. Cap. Non-Driving - Dana
61F	Taper-Leaf Springs, Parabolic - 14,000 lb. Cap <i>3-leaf, 52" x 3.12"</i>
Rear Axle and Suspension	
476	21,000 lb. Single Reduction - Locking <i>NOTE: When specifying an axle ratio, check performance guidelines for durability and gradeability.</i>
52P	Driveshaft Upgrade
68R	Multi-Leaf Springs - 23,000 lb. Cap <i>11-leaf, includes 2,000 lb auxiliary springs for load stabilization.</i>
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil
X6B	5.17 Axle Ratio
Wheelbase	
182WB	182" Wheelbase/108" CA/76" AF/291" OAL
Frame	
539	Single Channel - Straight 'C' 20.11 SM, 120,000 PSI <i>2.41 x 1.22" HEM, 100% hot-dipped alloy steel; 10.375" x 3.705" x 0.438" (263.3mm x 94.1mm x 11.1mm).</i>
765	Bumper, Front - Full Width, Chrome Plated Steel
18G	Special De-Rating GVWR - Limited to 33,000 lb. GVWR <i>May eliminate the need to pay 12% Federal Excise Tax (F. E. T.).</i>
Exhaust	
91G	Under Cab, Right Side Outlet, Switchback-Style

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Regular Cab Base(F7D)
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Selected Options (cont'd)

Code	Description
	<i>Single, horizontal fueler, right side, under cab, outside of frame rail with rear discharge.</i>
Fuel Tanks	
65B	Fuel Tank - LH 50 Gallon Rectangular - Aluminum
10	10 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection
Electrical / Alternator / Battery	
17A	200 Amp Denso SC5 Heavy Duty Alternator <i>Extra heavy duty 12 volt.</i>
63A	Battery - Two 750 CCA 1500 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>
59C	Body Builder Wiring - To End of Frame <i>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab (replaces standard back of cab wiring).</i>
16V	Voltmeter <i>Available to message center.</i>
Seats	
88G	30/70 Air Ride Driver (External Air Source) & Fixed 2-Passenger Bench - Vinyl
Cab Interior	
600A	Preferred Equipment Package 600A
588	Radio AM/FM Stereo w/Aux Audio Input Jack & Clock <i>With two speakers.</i>
Cab Exterior	
59A	Horn, Air - Black, Single Trumpet <i>Air operated one and chassis mounted on rail back of bumper.</i>
54J	Mirrors, Dual - Rectangular, XL2020 - 102" Width <i>Integral spot mirror, sail type, manual fold, solid black finish.</i>
Miscellaneous	
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"

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2016 F-750 Diesel
Regular Cab Base(F7D)
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Selected Options (cont'd)

Code	Description
Interior Colors	
E	Gray
Primary Colors	
W6	Green Gem Metallic

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Prepared For: Mr. KLOOS, TEREX UTILITIES Prepared By: KELLY RUTER Date: 07/01/2015 | Price Level: 615 Quote ID: 16HINDSDAL

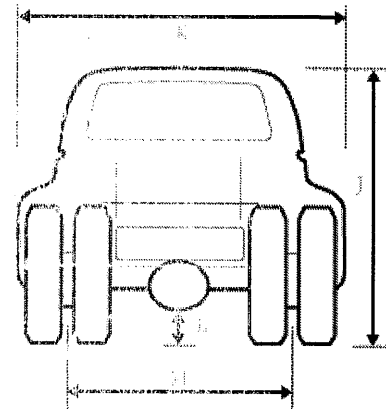
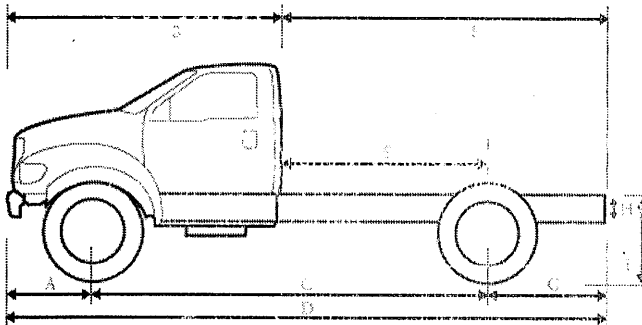


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2016 F-750 Diesel
Regular Cab Base(F7D)
VIN: HINDSDALE VILLAGE Stock Number: ORDER-OUT

Performance

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	39.00 in.
B	Front Bumper to Back of Cab (BBC)	113.00 in.
C	Wheelbase (WB)	182.00 in.
D	Overall Length (OAL)	291.00 in.
E	Back of Cab to Rear Axle (CA)	108.00 in.
F	Back of Cab to End of Frame	178.00 in.
G	Rear Axle to End of Frame (AF)	70.00 in.
H	Frame Section Height	10.40 in.
I	Rear Frame Height Unloaded	N/A
I	Rear Frame Height Loaded	N/A
J	Cab Height	94.30 in.
K	Body Width	96.70 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	N/A
M	Front Tread	N/A
M	Rear Tread	N/A

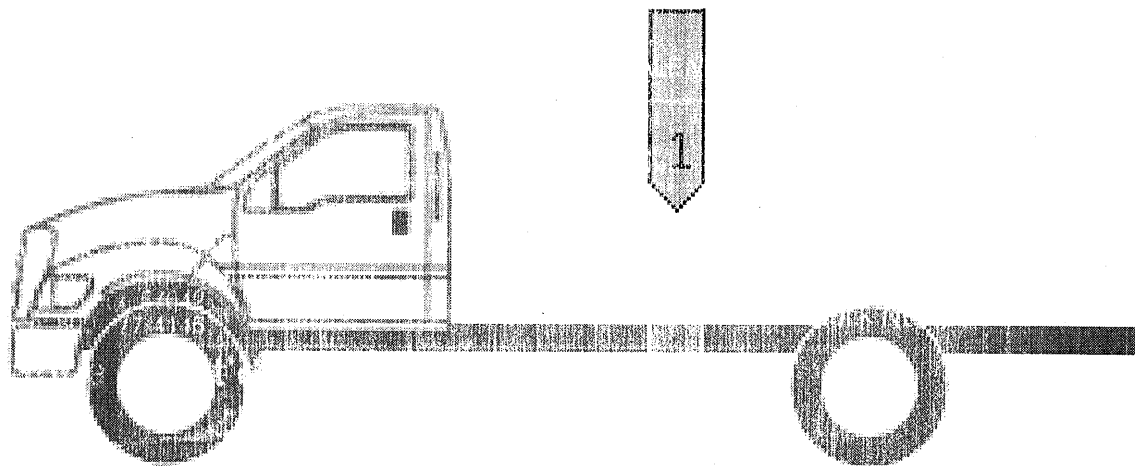
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2016 F-750 Diesel
Regular Cab Base(F7D)
VIN: HINDSDALE VILLAGE Stock Number: ORDER-OUT

Performance (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	7,072 lbs	5,594 lbs	12,666 lbs
Body	0 lbs	0 lbs	0 lbs
Occupant	200 lbs	100 lbs	300 lbs
1 Max Payload	5,948 lbs	15,306 lbs	21,254 lbs
TOTAL	13,220 lbs	21,000 lbs	34,220 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	13,220 lbs	21,000 lbs	34,220 lbs
Wheels/Tires	13,220 lbs	20,360 lbs	
Suspension	14,000 lbs	23,000 lbs	
Axle	14,000 lbs	21,000 lbs	
Legal Axle Limit	0 lbs	0 lbs	

Selected Options that limit GVWR	Totals
535 Single Channel - Straight 'C' 15. 14 SM, 80,000 PSI	33,000 lbs

GCW	Totals
Adjusted GVW	34,220 lbs
Weight of trailer:	0 lbs
Weight of trailer cargo:	0 lbs
TOTAL	34,220 lbs

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2016 F-750 Diesel
Regular Cab Base(F7D)
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Performance (cont'd)

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	3.97	15.00 %	21.27 %
Start grade capability in reverse	3.13	15.00 %	16.74 %
Grade	Ratio	Desired	Calculated
Maximum grade in 4th gear	1.15	3.00 %	6.48 %
Maximum grade in 5th gear	0.86	3.00 %	4.84 %
Maximum grade in 6th gear	0.67	3.00 %	3.80 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	93 mph
<i>To meet your requirement you need a maximum axle ratio of 7.66</i>			
Top Speed on 3.0% grade		66 mph	
<i>To meet your requirement you need a maximum of 203 hp</i>			
Cruise Speed		60 mph	67 mph
Engine RPM at desired cruise speed		2063 rpm	

Variables in Use

Rear axle ratio:	6.17/6.17	Governed RPM:	3,200 rpm
Tire size:	11R22.5 (496 rev/mile)	Frontal Area:	57.28 Sq.Ft.
Gross Vehicle Weight (GVW):	34,220 lbs	Cruising RPM	2,300 rpm
Clutch engagement torque:	337 ft.lbs.	Worst road surface	Typical Highway
Torque conversion ratio:	1.90	Final Drive Ratio:	0.67
Peak engine torque:	675 ft.lbs.	Drag Coefficient	0.80
Engine Power:	270 hp @ 2,400 rpm		

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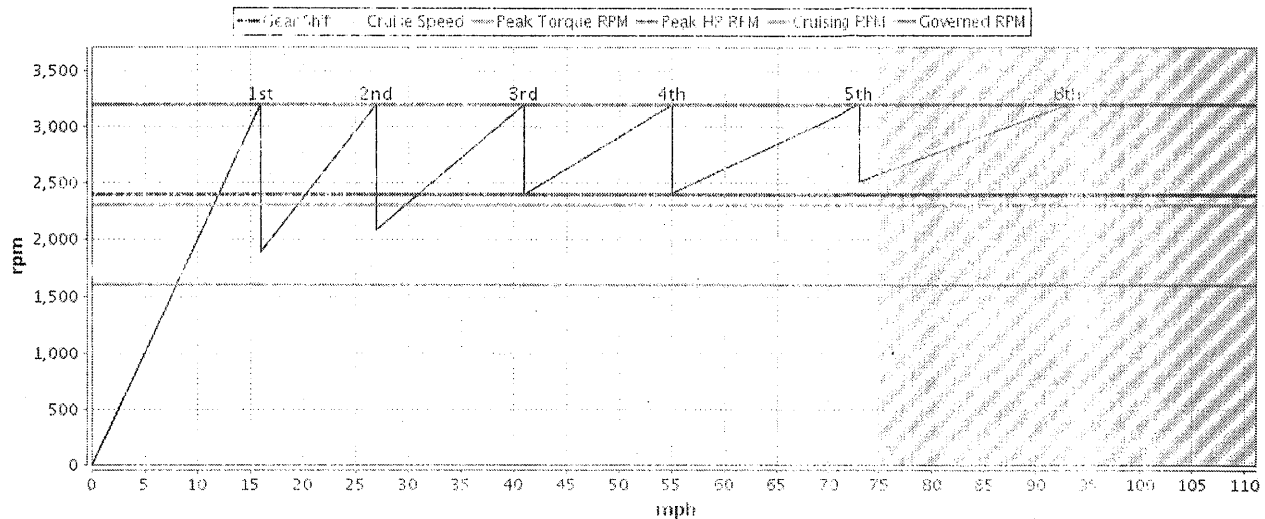


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2016 F-750 Diesel
Regular Cab Base(F7D)
VIN: HINDSDALE VILLAGE Stock Number: ORDER-OUT

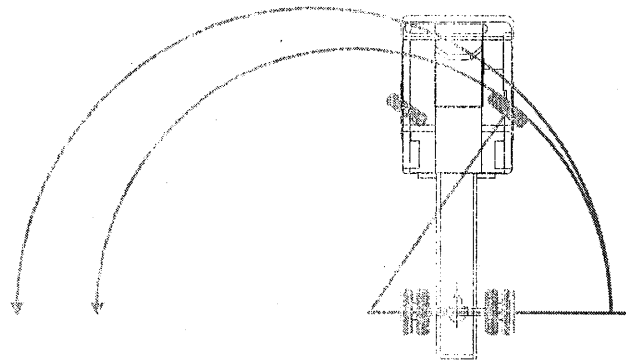
Performance (cont'd)

Shift Chart



Turning Radius

Turning radius to curb: 24.80 ft
Turning radius to bumper: 26.41 ft



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Prepared For: Mr. KLOOS, TEREX UTILITIES Prepared By: KELLY RUTER Date: 07/01/2015 | Price Level: 615 Quote ID: 16HINDSDAL



Standard Equipment & Specs

Dimensions

- * Exterior length: 246.0"
- * Exterior height: 94.3"
- * Front legroom: 41.4"
- * Front hiproom: 67.6"
- * Exterior width: 96.7"
- * Wheelbase: 158.0"
- * Front headroom: 40.7"
- * Front shoulder room: 68.0"

Powertrain

- * 270hp 6.7L OHV 32 valve intercooled turbo V-8 engine with direct diesel injection
- * federal
- * Rear-wheel drive
- * Fuel Economy Highway: N/A
- * Fuel/water separator
- * Right mounted horizontal muffler
- * Recommended fuel : diesel
- * 6 speed automatic transmission with overdrive
- * Fuel Economy Cty: N/A
- * 30.0 gal. rectangular Left front fuel tank
- * Standard rear differential
- * Right mounted horizontal tailpipe

Suspension/Handling

- * Front non-independent leaf spring suspension
- * Hydraulic power-assist re-circulating ball Steering
- * 11.0R22.5 AS front and rear tires
- * Rubber auxiliary rear springs
- * Rear rigid axle leaf spring suspension
- * Front and rear 22.5 x 7.5 wheels
- * Dual rear wheels

Body Exterior

- * 2 doors
- * Black door mirrors
- * Side steps
- * Straight front bumper ends
- * Front and rear 22.5 x 7.5 white steel wheels with 10 wheel studs
- * Driver and passenger folding door mirrors
- * Black bumpers
- * Clearcoat paint
- * Hood mounted grille

Convenience

- * Manual air conditioning
- * Manual front windows
- * Manual tilt steering wheel
- * Passenger visor mirror
- * Automatic gearshift steering column lever
- * Cruise control with steering wheel controls
- * Manual door locks
- * Front cupholders
- * Dual electric horn
- * Driver and passenger door bins

Seats and Trim

- * Seating capacity of 2
- * Fixed passenger seat
- * Driver seat folding back, passenger seat fixed back
- * Fixed driver seat
- * Bucket driver seat, Bucket passenger seat
- * Low back seats

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Standard Equipment & Specs (cont'd)

- * Driver seat with 4 way direction control, passenger seat with 2 way direction control
- * Manual fore/aft seats

Entertainment Features

- * AM/FM stereo radio
- * 2 speakers
- * Auxiliary audio input
- * Fixed antenna

Lighting, Visibility and Instrumentation

- * Halogen aero-composite headlights
- * Light tinted windows
- * Tachometer
- * Trip computer
- * Variable intermittent front windshield wipers
- * Front reading lights
- * Oil pressure gauge
- * Trip odometer

Safety and Security

- * 4-wheel ABS brakes
- * Manual door locks
- * Hydraulic disc brakes

Warranty

- * Basic warranty: 24 months/unlimited miles
- * Corrosion perforation warranty: 60 months/unlimited miles
- * Diesel engine warranty: 60 months/250000 miles
- * Powertrain warranty: 24 months/unlimited miles
- * Roadside assistance warranty: 24 months/unlimited miles
- * Transmission warranty: 60 months/250000 miles

Dimensions

General Weights

Curb	10408 lbs.	Front curb weight	6494 lbs.
Rear curb weight	4914 lbs.	Front axle capacity	10000 lbs.
Rear axle capacity	21000 lbs.	Front spring rating	10000 lbs.
Rear spring rating	21000 lbs.	Front tire/wheel capacity	12350 lbs.
Rear tire/wheel capacity	23360 lbs.	Maximum GVWR	37000 lbs.

Fuel Tank type

Capacity	50 gal.
----------	---------

Powertrain

Engine Type

Block material	Iron	Cylinders	V-8
Head material	Aluminum	Ignition	Compression
Injection	Direct diesel injection	Liters	6.7L
Orientation	Longitudinal	Recommended fuel	Diesel
Valves per cylinder	4	Valvetrain	OHV

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Standard Equipment & Specs (cont'd)

Forced induction Intercooled turbo

Engine Spec

Bore	3.90"	Compression ratio	16.2:1
Displacement	406 cu.in.	Stroke	4.25"

Engine Power

Output	270 HP @ 2,400 RPM	Torque	675 ft.-lb @ 1,600 RPM
Governed RPM	3200		

Alternator

Type	HD	Amps	200
------------	----	------------	-----

Battery

Cold cranking amps	1550	Location	Forward right
Step	Yes	Type	Dual

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		

Transmission Gear Ratios

1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		

Transmission Torque Converter

Stall ratio	1.90
-------------------	------

Transmission Extras

Driver selectable mode	Yes	Sequential shift control	Yes
Oil cooler	Regular		

Drive Type

Type	Rear-wheel
------------	------------

Exhaust

Material	Aluminized steel	System type	Single
----------------	------------------	-------------------	--------

Emissions

CARB	Federal
------------	---------

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Standard Equipment & Specs (cont'd)

Engine Retarder

Type Yes

Driveability

Brakes

ABS 4-wheel ABS channels 4
Type Hydraulic disc Vented discs Front and rear

Suspension Control

Ride Regular

Front Suspension

Independence Non-independent Type Leaf

Front Spring

Type Tapered leaf Grade Regular

Front Shocks

Type Regular

Rear Suspension

Independence Rigid axle Type Leaf

Rear Spring

Type Multi-leaf Grade Regular
Auxiliary Rubber

Steering

Activation Hydraulic power-assist Type Re-circulating ball

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter 22.5" Width 7.50"

Rear Wheels

Diameter 22.5" Width 7.50"
Dual Yes

Front Tires

Aspect 82 Diameter 22.5"

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Standard Equipment & Specs (cont'd)

Sidewalls	BSW	Tread	AS
Width	11.0"	LT load rating	G
RPM	496		

Rear Tires

Aspect	82	Diameter	22.5"
Sidewalls	BSW	Tread	AS
Width	11.0"	LT load rating	G
RPM	496		

Wheels

Turning radius (to curb)	22'	Turning radius (to bumper)	23'
Wheelbase	158.0"		

Body Features

Front splash guards	Yes	Body material	Composite/galvanized steel
Side steps	Yes		

Body Doors

Door count	2
------------	---

Exterior Dimensions

Length	240.0"	Body width	96.7"
Body height	94.3"	Cab to axle	84.0"
Axle to end of frame	49.0"	Frame section modulus	15.1cu.in.
Frame yield strength (psi)	80000.0	Frame rail depth	10.3"
Frame rail width	3.1"	Frame rail thickness	0.4"
Max RBM (in.-lbs.)	1275200.0	Frame rail section	9.5"
Front bumper to Front axle	35.0"	Nominal RBM (in.-lbs.)	1211200.0

Seating

Passenger Capacity

Capacity	2
----------	---

Driver Seat

Type	Bucket	Back	Folding
Back type	Low	Way direction control	4
Fore/aft	Manual		

Passenger Seat

Type	Bucket	Back	Fixed
------	--------	------	-------

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Standard Equipment & Specs (cont'd)

Back type Low Wey direction control 2
Fore/aft Manual

Front Seat Trim

Material Vinyl Back material Carpet

Convenience

AC And Heat Type

Air conditioning Manual

Audio System

Auxiliary audio input Yes Radio AM/FM stereo
Radio grade Regular Seek-scan Yes

Audio Speakers

Speaker type Regular Speakers 2

Audio Antenna

Type Fixed

Cruise Control

Cruise control With steering wheel controls

Convenience Features

12V DC power outlet 2 Horn Dual electric

Door Lock Activation

Type Manual

Instrumentation Type

Display Analog

Instrumentation Gauges

Tachometer Yes Oil pressure Yes
Engine temperature Yes Transmission fluid temp Yes
Engine hour meter Yes

Instrumentation Warnings

Battery Yes Lights on Yes
Key Yes Service interval Yes
Brake fluid Yes Transmission fluid temp Yes

Instrumentation Displays

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Standard Equipment & Specs (cont'd)

Clock In-radio display

Instrumentation Feature

PRND in IP Yes Trip computer Yes
Trip odometer Yes

Steering Wheel Type

Material Urethane Tilting Manual

Front Side Windows

Window 1st row activation Manual

Window Features

Tinted Light

Front Windshield

Wiper Variable intermittent

Rear Windshield

Window Fixed

Automatic Gearshift

Location Steering column lever

Interior

Passenger Visor

Mirror Yes

Headliner

Coverage Full Material Cloth

Floor Trim

Coverage Full Covering Vinyl/rubber

Trim Feature

Gear shift knob Urethane

Lighting

Dome light type Delay Front reading Yes
Variable IP lighting Yes

Floor Console Storage

Type Partial

Storage

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Standard Equipment & Specs (cont'd)

Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Yes	Passenger door bin	Yes
Instrument panel	Em	Dashboard	Yes

Legroom

Front	41.4"
-------	-------

Headroom

Front	40.7"
-------	-------

Hip Room

Front	67.6"
-------	-------

Shoulder Room

Front	68.0"
-------	-------

Warranty

Basic

Distance	Unlimited miles	Months	24 months
----------	-----------------	--------	-----------

Powertrain

Distance	Unlimited miles	Months	24 months
----------	-----------------	--------	-----------

Corrosion Perforation

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

Roadside Assistance

Distance	Unlimited miles	Months	24 months
----------	-----------------	--------	-----------

Diesel Engine

Distance	250000 miles	Months	60 months
----------	--------------	--------	-----------

Transmission

Distance	250000 miles	Months	60 months
----------	--------------	--------	-----------

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605 Anderson Drive
Romeoville, Illinois 60446
Phone: (815) 886-1776 Fax: (815) 886-1161
www.powerequipmentleasing.com

July 14, 2015

Mr. John R. Finnell
Village Forester
Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521

We are pleased to provide Power Equipment Leasing Company proposal for one new **VERSALIFT VO-260-REAR**, rear mounted, insulated 59 ft. 4 in. (18.1 m) over-center, articulated aerial platform lift with 64 ft. 4 in. (19.6 m) of working height including the following:

Standard platform capacity of 350 lbs. (160 kg).

Platform mounted full pressure Unitrol single-lever control with **VERSALIFT TruGuard™** system (Patent Pending) including safety trigger and emergency stop control. Full pressure turret mounted controls with override.

Engine start/stop from platform and lower controls.

Continuous rotation including 1 slip ring for start/stop.

Seven gpm (26 lpm) open center hydraulic system with a 2900 psi (205 kg/cm²) operating pressure.

Fiberglass upper boom tested per ANSI A92.2 for Category C, 46 KV and below, including vacuum flashover protection system.

Chassis insulating system (lower boom insert) providing 24 in. (0.61 m) insulation gap including accommodations to bridge insulation gap for testing per ANSI A92.2.

White urethane paint over a white gel coat on fiberglass upper boom and lower boom insert.

Two sets of hydraulic tool outlets at platform, including pressure limit. Quick disconnect fittings are included.

Two 1/2 in. (12.7 mm) diameter return lines.

Rectangular pedestal with short subframe and A-frame outriggers with pivot feet, two control valves, and a selector valve.

Integral reservoir with a 25 gallon (94.6 l) capacity and dual sight gauges.

Closed 24 in. X 24 in. X 42 in. (0.61 m X 0.61 m X 1.07 m) platform with one inside/outside step to pedestal.

Non-lube bearings used at all pivot points.

Mounting hardware.

Upper boom low-stow cradle and ratchet type tie down strap.

Two Slope Indicators with decals.

Two operator's manuals and two service manuals (in English).

ANSI A92.2 certification and data plate.

AERIAL LIFT SPECIFICATIONS:

PLATFORM - The standard fiberglass platform is 24 in. x 24 in. x 42 in. (0.61 m x 0.61 m x 1.07 m) with an inside and outside step for easy access. The standard platform capacity is 350 lbs. (160 kg). The platform is side mounted and classified as one man.

PLATFORM LINER - Liner supplied for 24 in by 24 in by 42 in platform. The liner is tested and rated for 50 KV AC.

PLATFORM SCUFF PAD- Scuff pad to have integral step

PLATFORM COVER - Soft vinyl cover is supplied to fit the 24 in. x 24 in. (0.61 m x 0.61 m) platform.

PERSONNEL RESTRAINT SYSTEM - A body safety harness and a lanyard are required and are supplied. The anchor for the lanyard is attached to the platform.

MECHANICAL PLATFORM LEVELING - Platform leveling is achieved automatically through a completely enclosed parallelogram system. The major components of this system include 1/2 in. (13mm) diameter fiberglass leveling rods, and No. 60 high strength roller chain. There are no cables used in this system. The fiberglass leveling rods maintain the insulation gaps in all boom positions and are tested at twice the rated load. The tension is adjusted by means of a threaded rod in the upper and lower boom and platform leveling is adjusted by another threaded rod at the turret.

AERIAL LIFT SPECIFICATIONS CONTINUED:

LOWER BOOM - The lower boom is designed and constructed from high strength steel plate, forming a 10 in. x 12 in. (250 mm x 300 mm) rectangular tube. Boom articulation is 125°, from horizontal to 35° past vertical. Articulation is achieved by using a double acting hydraulic cylinder equipped with two integral holding valves. In the event of a hydraulic failure, the integral holding valves prevent the booms from dropping by locking the booms in position. In addition the cylinder rod eye is both threaded and welded.

CHASSIS INSULATING SYSTEM (Lower Boom Insert) - Each end of a high strength filament-wound epoxy resin fiberglass is inserted into the steel boom sections. The fiberglass insert maintains a 24 in. (0.61 m) insulation gap between the two steel sections. The steel and fiberglass sections are bonded with pressure-injected adhesive, which fills all the voids. After the adhesive cures, 8 bolts are installed to assure maximum strength. A stainless steel stud is supplied at each end of the insert to shunt the chassis insulating system during electrical testing.

INSULATED UPPER BOOM - The rectangular upper boom tapers from 8 in. x 12 in. (200 mm x 300 mm) at the elbow end to 8 in. x 10 in. (200 mm x 250 mm) at the platform end and is constructed of high strength filament-wound epoxy resin fiberglass. The fiberglass has a gel coat and a high gloss durable urethane finish for added weather protection and water beading. A steel weldment is inserted into the fiberglass at the elbow end of the boom then adhesive is pumped in under pressure to fill all voids. The fiberglass boom is certified for 46 KV and below in accordance with ANSI A92.2 Category C dielectric rating requirements. The upper boom articulates a total of 270° relative to the lower boom. A side by side boom design allows low travel height and improved platform access. The upper boom articulation is accomplished by a double acting hydraulic cylinder and 4-bar mechanical linkage. The system does not use any cables and the booms can be stowed in any sequence. A double acting holding valve is provided. An upper boom storage cradle mounted on the turret assures solid boom support in the stowed position. A ratchet-type boom tie-down strap is included.

TURRET - Turret wings are made of high strength steel plate. The 1-1/4 in. (32 mm) turret base plate is machined to provide a flat surface to support the rotation bearing.

CONTINUOUS ROTATION - Rotation is continuous and unrestricted in either direction. This is accomplished by a hydraulically driven worm and spur gear acting on a shear-ball rotation bearing. The critical bolts holding the lift to the rotation bearing and the rotation bearing to the pedestal are grade 8 hex head cap screws. These critical bolts are torque seal marked to provide a quick means of detecting any loosening. An eccentric ring gearbox mounting allows for precise adjustments to the gearbox to pinion clearance.

LUBRICATION - Non-lube bearings are used at most points of motion. Only the rotation bearing and leveling chains require lubrication.

PEDESTAL - The reverse mount pedestal is a fabricated steel structure with a reinforced base plate. The pedestal mounting hardware is a long bolt system which clamps the full depth of the frame. The VO-260-REAR has a rear mount (over the axle) pedestal. The rear mount pedestal is a fabricated steel structure and includes a 137 in. long subframe and mounting hardware for mounting over the rear axle. The pedestal is welded to the subframe and the subframe is bolted to the chassis frame. A combination of bolts that clamp the full depth of the frame and shear plates attached to the subframe are used to mount the subframe to the chassis frame. The hydraulic oil reservoir is integral to the pedestal. The top plate of the pedestal is 1-1/4 in. (32 mm) thick and machined flat to support the rotation bearing.

OUTRIGGERS - Main A-frame outriggers are connected to the pedestal and are equipped complete with pilot operated check valves, internal thermal relief valves, and separate operating controls for each outrigger. At maximum extension the outriggers provide 148 in. (3.8 m) of spread and a maximum of 7 in. (178 mm) of penetration based on a 39 in. (1.0 m) frame height.

AUXILIARY OUTRIGGERS - A-frame outriggers are welded to the subframe and shear plate mounted to the chassis frame. Outriggers are equipped with pilot operated check valves, internal thermal relief valves, and each outrigger is operated by a separate control. At maximum extension, the outriggers provide 122 in. (3.1 m) of spread and a maximum of 7 in. (178 mm) of penetration based on a 36 in. (0.92 m) frame height.

OUTRIGGER/BOOM INTERLOCK SYSTEM - The outrigger/boom interlock option is a feature designed to prevent the lift from being operated until the outriggers contact the ground. The interlock also prevents the outriggers from being retracted before the aerial lift is properly stored.

PAINTING - The complete unit is primed and painted **GREEN** prior to assembly. The color is to be enamel paint. Color chip to be supplied at time of order.

HYDRAULIC SYSTEM - The open center hydraulic system operates at 2900 PSI (205 kg/cm²) at 7 GPM (26 LPM). A 10 micron return line filter, mounted above the hydraulic oil level and inside the pedestal, can be easily changed without draining the reservoir. A filter gauge with a color coded range is used to monitor the condition of the return line filter for replacement. The suction screen inside the tank has a 100 mesh (149 micron) rating and can be removed for cleaning. A gate valve is located below the reservoir to prevent oil loss when the pump is serviced. A magnetic drain plug is used to attract and collect metallic contamination from the oil. Sight gauges mounted on the reservoir wall are convenient for monitoring the oil level.

AERIAL LIFT SPECIFICATIONS CONTINUED:

HYDRAULIC OIL RESERVOIR - Designed as an integral part of the pedestal, the reservoir has anti-splash baffles, a return line filter gauge, and easy to read fluid level gauges. The hydraulic oil capacity in the reservoir is 25 Gal. (95 L). Filled with MilSpec 5606A hydraulic oil.

CYLINDERS - Both the upper boom and lower boom cylinders are the threaded end-cap design. Both boom cylinders are equipped with two integral holding valves to prevent creep of the booms and to lock the booms in position in the event of a hydraulic failure. All holding valves are recessed into the base of the cylinders to provide protection from falling objects. When stowed, both cylinder rods are retracted, protecting them from damage and rust.

HYDRAULIC TOOLS - Two sets of hydraulic tool ports (two pressure ports and two return ports) are standard at the upper controls. A pressure reducing valve is used to limit the tool pressure. This valve is pre-set at 2000 PSI (140 kg/cm²), but can be adjusted to the desired tool pressure. The tool circuit provides a 7 GPM (26 LPM) flow rate.

CONTROLS - TruGuard™ dielectric isolating system with Right Hand single stick control. All control handles are isolated and Tested per ANSI 92.2 2009. The high resistive dielectric system is protected from direct environmental and job related contamination. TruGuard™ technology incorporates the use of full hydraulic controls with durable metal handles and linkages. Full pressure hydraulic control valves at the platform and turret control rotation, upper boom, and lower boom. The single stick is the upper control including safety trigger, emergency stop, and mechanical tilt for cleanout or rescue. Upper control is mounted between the boom and the bucket. The individual lower controls are equipped with a selector valve to override the upper controls and it also serves as the emergency stop for the upper controls.

HOSES AND FITTINGS - The high pressure hoses routed through the booms are non-conductive hoses with swaged hose end fittings. Retainers are used to separate the hoses inside the booms to prevent chafing and nylon sleeves are installed over hoses at points of movement. Reusable hose fittings can be installed if a hose is damaged.

ELECTRICAL INSULATION SPECIFICATIONS - The upper boom is tested and certified as standard for electrical work at 46 kV and below in accordance with ANSI A92.2 Category C dielectric rating requirements. The chassis insulating system (lower boom insert) is also tested and certified according to ANSI A92.2. Vacuum prevention for all the hydraulic hoses routed through the insulated booms is also standard.

MANUALS - Two operator's manuals and two service manuals are included with each VO aerial lift.

ENGINE START/STOP CONTROL - The start/stop circuit has been designed so that the lift cannot be operated unless both the key in the truck ignition and the master control switch are "on". This feature makes it difficult for unauthorized individuals to operate the lift when the truck is locked. An air cylinder at the upper controls is used to energize the system.

EMERGENCY POWER - An auxiliary hydraulic pump designed to bring the booms down in case the main hydraulic source fails. This system consists of a hydraulic pump driven by a DC motor, which is powered by the truck's engine battery. The system is connected in parallel with the main pump and is designed for non-continuous operation. An air cylinder at the upper controls is used to energize this system. This option requires the use of an additional pass in the collector ring assembly.

TOOL PORT FLOW CONTROL - A flow control valve is added to the tool circuit to limit flow to the tools. The valve is pre-set at 5 GPM (19 LPM), but can be adjusted from 4 GPM (15 LPM) to 6 GPM (23 LPM) to provide the desired flow.

AERIAL LIFT DIMENSIONAL SPECIFICATIONS

Horizontal Reach Overcenter.....	50 ft. 8 in. (15.4 m)
Horizontal Reach Non-Overcenter	45 ft. 5 in. (13.8 m)
Height to Bottom of Platform.....	59 ft. 4 in. (18.1 m)
Working Height	64 ft. 4 in. (19.6 m)
Stowed Travel Height	11 ft. 3 in. (3.43 m)
Hydraulic System	
Operating Pressure	2900 PSI (205 kg/cm ²)
Flow Rate	7 GPM (26 lpm)
Filtration	10 micron return/ 100 mesh suction
System Type	Open center
Power Source	PTO pump
Boom Action:	
Upper-Boom	Articulation is 245° relative to lower boom.
Lower-Boom	Articulation is 125° from horizontal to 35° past vertical.
Insulation:	
Upper Boom Insulation Gap	214 in. (5.44 m)
Lower Boom Insulation Gap	24 in. (0.61 m)
Ambient Temperature Range for Structural Integrity	-40°F (-40°C) to 125°F (52°C)

PLATFORM BODY:

- Knapheide Value Master X model PVMXT-143C
- Steel treadplate floor
- LED marker lights in lieu of standard
- ICC/hitch assembly bumper installed at rear of body with pintle/ball combo, two D-rings, breakaway eye, and trailer plug
- Utilize chassis stop/tail/turn lights with LED body marker lights for Federal 108 lighting
- RC Industries .125" aluminum treadplate construction cross body box installed rear of front outriggers
- Pack length of 24"
- Pack height of 48"
- Pack width of 96"
- Painted
- Two .125" aluminum treadplate underbody tool boxes RC Industries MU482424.U, one each side under cross body box
 - Box length of 48"
 - Box height of 24"
 - Box depth of 24"
- Integral stairs at right front of body, rear of cross body box, including grab railings and lower auxiliary step
- Bucket access from platform floor.
- Apply black non-skid surface to platform floor
- Install full length cab guard to cover from chassis front bumper to rear of cab roof supported with HD front posts to bumper and HD rear post to A frame outriggers

CHASSIS:

See chassis pricing and specification from Roesch Ford. Color Oxford White per chassis quote. **Green may be extra.**

MINIMUM VEHICLE SPECIFICATIONS

Cab to Rear Axle Dimension..... 120 in.

With Outriggers:

Axle Rating

GVWR 33,000 lbs.

GAWR (FRONT) 13,000 lbs.

GAWR (REAR) 21,000 lbs.

Approximate Curb Weight for Stability 21,500 lbs.

INSTALLATION:

- Install VERSALIFT VO-260-REAR, mounting hardware, PTO and pump.
- Install full-length subframe, main and auxiliary outriggers with outrigger/boom interlock
- Install Knapheide platform body, boxes, cab guard and accessories.
- Install ICC/hitch bumper with 15-ton swivel pintle, two D-rings, breakaway eye, and trailer plug connector
- Install two grab railings and hanging step for access
- Install two LED beacon lights on cab guard with activation switch on dash.
- Install four LED amber flashers.
- Install back up alarm, and mud flaps.
- Install grounding kit and park brake interlock system.
- Install slope indicators per ANSI A92.2
- Paint black non-skid on body floor.
- Supply four 22" x 24" x 1" outrigger pads, four wheel chocks with storage, fire extinguisher, and 3 piece triangle reflector kit.
- Test ride completed unit for one (1) hour.
- Test and certify per ANSI A92.2.
- In-service for Village of Hinsdale per ANSI A92.2 for operators and maintenance personnel.

The aerial lift, body, and accessories will be installed on your chassis here in Romeoville, IL. We suggest a pre-installation meeting at our facility to be followed by a pre-paint inspection to assure the completed mobile unit was installed and built as ordered and accepted by your representatives prior to delivery.

PRICE CHASSIS:	\$78,640.00
FORD DISCOUNT:	(\$7,000.00)
PRICE AERIAL, BODY AND INSTALLATION, F.O.B. ROMEOVILLE, IL:	<u>\$83,862.00</u>
TOTAL PRICE, F.O.B. ROMEOVILLE, IL:	<u>\$155,502.00</u>

TERMS: Chassis payment due at delivery to Romeoville, IL. Balance due at complete and accepted unit delivery to the Village of Hinsdale.
Price does not include license, title, or applicable taxes: local, state, or federal.

DELIVERY: 290 to 325 days after receipt of order.

VALIDITY: This quote is valid for 30 days. Standard manufacturer warranties apply.
Unit to be installed on chassis in Romeoville, IL.

Sincerely,

Greg Zukowski
Territory Manager

Customer Acceptance: _____ Dated: _____

Purchase Order No: _____

Power Equipment Leasing Company Terms and Conditions

Acceptance. These Terms and Conditions shall govern all contracts for the sale of any goods to Buyer by Power Equipment Leasing Company and/or its subsidiaries and divisions (collectively "Seller") These Terms and Conditions shall control over any conflicting terms and conditions set forth in any request for quotation, purchase order, confirmation or other transaction document submitted to Seller by Buyer.

Delays in Delivery. Seller shall not be responsible for any delay in delivery of goods to Buyer due to fires, strikes, riots, Acts of God, government orders or restrictions, delays in transportation, delays by suppliers of materials or parts, inability to obtain necessary labor or other causes beyond Seller's control. In the event of such delay, the delivery date shall be extended for a reasonable period of time.

Damage or Loss in Transit. All risk of loss shall pass to Buyer at the time of delivery of the goods. Delivery of the goods to any carrier shall constitute delivery of the goods to Buyer, regardless of which party retained or hired the carrier.

Warranties. Seller warrants its work to be free from defects in material and workmanship under normal use and service, its obligation under this warranty being limited to making good any part or parts thereof which shall be returned to it with transportation charges prepaid, and which its examination shall disclose to Seller's satisfaction to have been defective, provided that such part or parts shall be so returned not later than (90) days after delivery to the original purchaser. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE,** and of all other obligations or liabilities on Seller's part, and Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the repair of its equipment. This warranty shall not apply to work which shall have been repaired or altered outside of Seller's repair facility, nor which has been subject to misuse, negligence or accident. Warranty on all new parts and equipment is governed by the individual manufacturer warranty attached.

Payment. Buyer shall pay Seller's invoices upon receiving goods, unless prior arrangements have been made with Seller. Buyer agrees to pay interest to Seller on any past-due amounts at the rate of 18% per year.

Security Interest. To secure payment of Seller's invoices, Buyer hereby grants Seller a security interest in all goods sold by Seller to Buyer. Buyer hereby authorizes Seller to file financing statements on behalf of Buyer to perfect Seller's security interest. In the event Buyer fails to timely pay Seller for any goods sold to Buyer, Seller may proceed, at its option, to utilize the remedies available to a secured party under Article 9 of the Uniform Commercial Code.

Freight Terms. All sales made by Seller to Buyer shall be F.O.B. Seller's Distribution Center.

Returned Goods. Goods may only be returned by Buyer with Seller's prior authorization and consent. Only unused goods in original containers of current design will be considered for return. Specially manufactured, custom or modified goods shall not be returnable. Buyer shall pay all transportation charges for any goods accepted for return by Seller. Buyer shall also pay a restocking charge equal to 15% of the original price of any goods accepted by Seller for return.

Taxes and Other Charges. Buyer shall be responsible for paying any taxes, duties, fees or other charges imposed by any governmental entity based upon Buyer's purchase of any goods from Seller.

Legal Action. These Terms and Conditions and the terms of any contract for the sale of goods by Seller to Buyer shall be governed by and construed in accordance with Illinois law. Any action relating to or arising out of any contract for the sale of goods by Seller to Buyer shall be venued in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois. Buyer consents to the personal jurisdiction of the Circuit Court of the Eighteenth Judicial Circuit, DuPage County and waives any defense that venue in Illinois is in any manner inconvenient. Buyer shall pay all attorney fees, costs and disbursements incurred by Seller in collecting any amounts due from Buyer, enforcing these Terms and Conditions and/or enforcing the terms of any contract for the sale of goods by Seller to Buyer. Any legal action by Buyer against Seller relating to or arising out of any contract for the sale of goods by Seller to Buyer shall be brought within one (1) year after the delivery of the goods or be forever barred.

DATE: September 1, 2015

REQUEST FOR BOARD ACTION

7d

AGENDA

SECTION NUMBER First Reading – EPS

ORIGINATING

DEPARTMENT Public Services

ITEM Oak Street Bridge Extended Construction Hours

APPROVAL Dan Deeter, PE
Village Engineer

As mentioned in the Oak Street Bridge demolition resolution, Kenny Construction is coordinating with the Burlington Northern Santa Fe (BNSF) railway to place the steel girders for the new Oak Street Bridge over the BNSF tracks. This entails individually placing seven steel girders onto the newly constructed bridge abutments and piers thereby spanning the three BNSF tracks. To date, the bridge girder fabrication process is on schedule. The bridge girders will be available in late September.

As with the bridge removal process, the three BNSF tracks must be closed to train traffic during this construction process. Therefore, we anticipate BNSF will provide construction window(s) during the early morning hours in late September. Depending on the construction windows available, the placement of the seven girders may be accomplished over one or two nights. The exact date(s) for the closure are dependent on the BNSF schedule.

Per section 9-12-2 A. (Use of Construction Tools and Equipment) of the Village Code, "no person or entity may use construction tools or power equipment other than those tools customarily used to perform landscape maintenance except between eight o'clock (8:00) AM and eight o'clock (8:00) PM Monday through Friday and between eight o'clock (8:00) AM and four o'clock (4:00) PM on Saturdays." Section 9-12-2 D. states "The limitations in subsection A and B of this section may be waived by the board of trustees by resolution for work undertaken by any public body or agency for the benefit of the public."

Kenny Construction is requesting permission from the Board of Trustees to extend their construction hours to place the bridge girders for the new Oak Street Bridge in late September. As with the bridge removal, staff will keep the Board of Trustees, residents of Hinsdale, and Adventist Hinsdale Hospital apprised of the proposed construction date as soon as possible.

MOTION: To Approve a Resolution Authorizing Waiver of Construction Noise Hours Limitations Pursuant to Section 9-12-2 of the Village Code of the Village of Hinsdale – Oak Street Bridge Construction Process

APPROVAL

APPROVAL

APPROVAL

APPROVAL

**MANAGER'S
APPROVAL**

COMMITTEE ACTION:

BOARD ACTION:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING WAIVER OF CONSTRUCTION NOISE HOURS LIMITATIONS PURSUANT TO SECTION 9-12-2 OF THE VILLAGE CODE OF THE VILLAGE OF HINSDALE – OAK STREET BRIDGE CONSTRUCTION PROJECT

WHEREAS, the Village of Hinsdale has undertaken reconstruction of the Oak Street Bridge within the Village; and

WHEREAS, such reconstruction includes construction of the proposed Oak Street Bridge, which will involve lifting seven bridge steel girders individually across the Burlington Northern Santa Fe (“BNSF”) right-of-way. The three BNSF tracks in the right-of-way must be closed during this girder placement process. The only time BNSF can close all three tracks in the right-of-way long enough to accomplish the girder placement is typically in the mornings between 1:00 a.m. and 5:00 a.m.; and

WHEREAS, the timing of the BNSF track closures makes it impossible for the Village and construction company performing the girder placement to comply with the Village’s regulations as set forth in Section 9-12-2.A. of the Village Code of the Village of Hinsdale concerning limitations on construction noise and allowed hours of use of construction equipment within the Village (the “hours limitations”); and

WHEREAS, Section 9-12-2.D. of the Village Code authorizes waiver of the hours limitations by the Village Board of Trustees, by resolution, for work undertaken by any public body or agency for the benefit of the public; and

WHEREAS, pursuant to Section 9-12-2.D. of the Village Code, the Board of Trustees find and determine that the hour limitations on the use of construction equipment should be waived relative to girder placement, and finds such waiver to be in the best interests of and in furtherance of the health, welfare and safety of the residents of the Village.

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. Waiver of Hours Limitations on Use of Construction Equipment. Pursuant to Section 9-12-2.D. of the Village Code, the Board of Trustees hereby waives the hours limitations on use of construction equipment for work related to

the girder placement of the proposed Oak Street Bridge and related construction activities from 4:00 p.m. to 7:00 a.m. on a date or dates to be determined and confirmed by Kenny Construction and BNSF. The Village Manager will inform the Board of the scheduled girder replacement as soon as the date(s) are made available.

Section 3: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

ATTEST: _____
Thomas K. Cauley, Jr., Village President

Christine M. Bruton, Village Clerk

REQUEST FOR BOARD ACTION

7e

AGENDA SECTION NUMBER First Reading - ZPS		ORIGINATING DEPARTMENT Police Department		
ITEM	Approval of an Ordinance to Dispose of Village Owned Property.		APPROVED Chief Bradley Bloom	
<p>The Police Department is requesting approval of an ordinance to dispose of and declare surplus Village owned property that is at the end of its useful life or the Village no longer has a use for.</p> <p>Exhibit A that is attached to the Ordinance contains three (3) different groups of items. The first group includes two seized vehicles. We do not have use for these vehicles and would like to sell them at auction while they still have value. These two (2) vehicles will be sold on the public website E-bay with a minimum bid of \$2,500 and \$2,500 respectively.</p> <p>The second group of items are excess vehicle tires from old squad cars. We do not have use for these tires and would like to sell them at auction while they still have value. This group includes 6 tires which will be sold on the public website E-bay as two (2) lots with minimum bids of \$40 and \$80 dollars per respective lot.</p> <p>The final group of items are excess vehicle rims. We do not have use for these rims and would like to sell them at auction while they still have value. This group includes 5 rims which will be sold on the public website E-bay as one (1) lot with a minimum bid of \$80 dollars.</p>				
<p>MOTION: To recommend that the Village Board approve an ordinance authorizing the sale or disposal of personal property owned by the Village of Hinsdale.</p>				
Approval	Approval	Approval	Approval	Manager's Approval
COMMITTEE ACTION:				
BOARD ACTION:				

Village of Hinsdale
Ordinance No. _____

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

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

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Hinsdale to sell said property on the E-Bay Auction website (www.ebay.com) open to public auction to be held on or after the week of September 16, 2015.

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

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

Section Two: Pursuant to said 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to sell or dispose the aforementioned personal property now owned by the Village of Hinsdale on the E-Bay Auction website (www.ebay.com) open to public auction, on or after Wednesday, September 16, 2015, to the highest bidder on said property.

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

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

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

Section Six: Upon payment of the full auction price, the Village Manager is hereby authorized and directed to convey and transfer title to the aforesaid personal property, to the successful bidder.

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

PASSED this ____th day of _____ 2015.

AYES:

NAYS:

ABSENT:

APPROVED this ____th day of _____ 2015.

Village President

ATTEST:

Village Clerk

Item Type	Make/Model/Style	Serial Number	Exhibit A	
			Qty	MINIMUM BID
Seized Vehicles				
2008 VOLKSWAGON	JETTA S 4 DR	3VWJZ71K48M139850 - 47K Miles	1	\$2,500.00
2007 CHEVROLET	TAHOE UTILITY VEHICLE	1GNFK13037J245795 - 155K Miles	1	\$2,500.00

8a
DATE: September 01, 2015

AGENDA SECTION	Consent: Agenda/ACA	ORIGINATING DEPARTMENT	Finance
ITEM	Accounts Payable	APPROVED	Darrell Langlois <i>DL</i> Assistant Village Manager/Director of Finance
<p>At the meeting of September 01, 2015 staff respectfully requests the presentation of the following motion to approve the accounts payable:</p> <p>Motion: To move approval and payment of the accounts payable for the period of August 19, 2015 through September 01, 2015 in the aggregate amount of <u>\$1,186,667.67</u> as set forth on the list provided by the Village Treasurer, of which a permanent copy is on file with the Village Clerk.</p>			
STAFF APPROVALS			
APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION:			
BOARD ACTION:			

VILLAGE OF HINSDALE

ACCOUNTS PAYABLE WARRANT REGISTER #1592

FOR PERIOD August 19, 2015 through September 01, 2015

The attached Warrant Summary by Fund and Warrant Register listing TOTAL DISBURSEMENTS FOR ALL FUNDS of \$1,186,667.67 reviewed and approved by the below named officials.

APPROVED BY *Daniel J. Longo* DATE 8/27/15
VILLAGE TREASURER/ASSISTANT VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE MANAGER

APPROVED BY _____ DATE _____
VILLAGE TRUSTEE

Village of Hinsdale
Warrant # 1592
Summary By Fund

Recap By Fund	Fund	Regular Checks	ACH/Wire Transfers	Total
General Fund	10000	209,640.68	168,369.42	378,010.10
Capital Project Fund	45300	71,481.84	-	71,481.84
Woodlands SSA	48100	64,027.16		64,027.16
Water & Sewer Operations	61061	342,195.80	-	342,195.80
Water & Sewer Capital	61062	92,075.19		92,075.19
Escrow Funds	72100	111,076.00		111,076.00
Payroll Revolving Fund	79000	10,755.59	117,033.99	127,789.58
Library Operating Fund	99000	12.00		12.00
Total		901,264.26	285,403.41	1,186,667.67

Village of Hinsdale
Schedule of Bank Wire Transfers and ACH Payments
1592

Payee/ Date	Description	Vendor Invoice	Invoice Amount
Electronic Federal Tax Payment Systems 8/28/2015	Village Payroll #18 - Calendar 2015	FWH	\$ 49,600.66
Electronic Federal Tax Payment Systems 8/28/2015	Village Payroll #18 - Calendar 2015	FICA/MCARE	37,589.38
Illinois Department of Revenue 8/28/2015	Village Payroll #18 - Calendar 2015	State Tax Withholding	13,237.59
ICMA - 457 Plans 8/28/2015	Village Payroll #18 - Calendar 2015	Employee Withholding	14,887.25
H SA PLAN CONTRIBUTION - 8/28/2015		Employer/Employee Withholding	1,719.11
Intergovernmental Personnel Benefit Cooperative		Employer/Employee	168,369.42
Illinois Municipal Retirement Fund		Employer/Employee	-
Total Bank Wire Transfers and ACH Payments			<u>\$285,403.41</u>

Run date: 27-AUG-15

Village of Hinsdale

Page: 1

WARRANT REGISTER: 1592

DATE: 09/01/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
AFFORDABLE SEATING			
193457	CHAIRS	135259	\$142.38
193457	CHAIRS	135259	\$800.00
Total for Check: 103183			\$942.38
AFLAC-FLEXONE			
193541	AFLAC OTHER	082815000000000	\$348.22
193542	ALFAC OTHER	082815000000000	\$204.62
193543	AFLAC SLAC	082815000000000	\$58.41
Total for Check: 103184			\$611.25
BLITT & GAINES, P.C.			
193552	GARNISHMENT	082815000000000	\$49.07
Total for Check: 103185			\$49.07
COLONIAL LIFE PROCESSING			
193531	COLONIAL S L A C	082815000000000	\$60.98
193532	COLONIAL OTHER	082815000000000	\$27.63
Total for Check: 103186			\$88.61
I.U.O.E.LOCAL 150			
193547	LOCAL 150 UNION DUES	082815000000000	\$918.25
Total for Check: 103187			\$918.25
NATIONWIDE RETIREMENT SOL			
193535	USCM/PEBS CO	082815000000000	\$127.29
193536	USCM/PEBS CO	082815000000000	\$1,485.00
Total for Check: 103188			\$1,612.29
NATIONWIDE TRUST CO.FSB			
193544	PEHPPD	082815000000000	\$585.68
193545	PEHP REGULAR	082815000000000	\$2,094.76
193546	PEHP UNION 150	082815000000000	\$353.73
Total for Check: 103189			\$3,034.17
STATE DISBURSEMENT UNIT			
193548	CHILD SUPPORT	082815000000000	\$313.21
Total for Check: 103190			\$313.21
STATE DISBURSEMENT UNIT			
193549	CHILD SUPPORT	082815000000000	\$585.00
Total for Check: 103191			\$585.00
STATE DISBURSEMENT UNIT			
193550	CHILD SUPPORT	082815000000000	\$230.77
Total for Check: 103192			\$230.77
STATE DISBURSEMENT UNIT			
193551	CHILD SUPPORT	082815000000000	\$764.77
Total for Check: 103193			\$764.77
STATE DISBURSEMENT UNIT			
193553	CHILD SUPPORT	082815000000000	\$175.00
Total for Check: 103194			\$175.00
STATE DISBURSEMENT UNIT			
193554	CHILD SUPPORT	082815000000000	\$923.07
Total for Check: 103195			\$923.07
VILLAGE OF HINSDALE			
193537	DEP CARE REIMBURSEMENT	082815000000000	\$152.17

WARRANT REGISTER: 1592

DATE: 09/01/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
193538	MEDICAL REIMBURSEMENT	082815000000000	\$359.58
193539	DEP CARE REIMB.F/P	082815000000000	\$20.83
193540	MEDICAL REIMBURSEMENT	082815000000000	\$637.49
Total for Check: 103196			\$1,170.07
VSP ILLINOIS - 30048087			
193533	VSP FAMILY ALL EMPLOYEES	082815000000000	\$224.96
193534	VSP SINGLE ALLEMPLOYEES	082815000000000	\$55.10
Total for Check: 103197			\$280.06
ALEXANDER EQUIPMENT			
193352	CHAINSAW SCABBARD	114747	\$315.99
Total for Check: 103198			\$315.99
ALLIANCE MECHANICAL			
193324	KLM STOVE REPAIR	1131508	\$23.07
Total for Check: 103199			\$23.07
AMERICAN EXPRESS			
193530	ASST MERCHANDISE	8-03003-08/2015	\$2,024.15
193530	ASST MERCHANDISE	8-03003-08/2015	\$19.28-
193530	ASST MERCHANDISE	8-03003-08/2015	\$66.21
193530	ASST MERCHANDISE	8-03003-08/2015	\$102.09
193530	ASST MERCHANDISE	8-03003-08/2015	\$895.49
193530	ASST MERCHANDISE	8-03003-08/2015	\$31.79
193530	ASST MERCHANDISE	8-03003-08/2015	\$592.84
193530	ASST MERCHANDISE	8-03003-08/2015	\$49.95
193530	ASST MERCHANDISE	8-03003-08/2015	\$6.89
193530	ASST MERCHANDISE	8-03003-08/2015	\$152.46
Total for Check: 103200			\$3,902.59
ANDERSON, ABIGAIL			
193456	KLM REFUND EN150816	21936	\$250.00
Total for Check: 103201			\$250.00
ANDRES MEDICAL BILLING LT			
193345	MONTHLY FEES-JULY	135894	\$2,100.96
Total for Check: 103202			\$2,100.96
APTEAN, INC.			
193485	MONTHLY FEES-JULY	RI-717747	\$6,071.40
193556	MONTHLY FEES	RI-719034	\$6,071.40
Total for Check: 103203			\$12,142.80
APWA ASSOCIATION			
193459	ANNUAL DUES	08102015	\$179.00
Total for Check: 103204			\$179.00
ARAMARK UNIFORM SERVICES			
193371	UNIFORMS	2080177102	\$17.89
193371	UNIFORMS	2080177102	\$70.16
193371	UNIFORMS	2080177102	\$36.17
193371	UNIFORMS	2080177102	\$23.35
193371	UNIFORMS	2080177102	\$41.56
193371	UNIFORMS	2080177102	\$74.01
Total for Check: 103205			\$263.14
AT & T			

WARRANT REGISTER: 1592

DATE: 09/01/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
193417	VEECK PARK-WP	630323386308	\$175.67
Total for Check: 103206			\$175.67
AWWA			
193460	ANNUAL DUES	7001065506	\$196.00
Total for Check: 103207			\$196.00
BALANCED ENVIROMENTS			
193369	ELM TREE INNOCULATIONS	HINSD001-41454	\$46,533.64
193373	ELM TREE INNOCULATIONS	HINSD001-41883	\$50,047.79
Total for Check: 103208			\$96,581.43
BANASZAK, THOMAS W.			
193506	TOOLS	07292015	\$24.74
Total for Check: 103209			\$24.74
BATRA, RAJEV			
193443	STRMWTR BD 711 CLEVELAND	19994	\$6,573.00
Total for Check: 103210			\$6,573.00
BENDE, LISA			
193454	KLM REFUND EN 150815	22202	\$500.00
Total for Check: 103211			\$500.00
BOWMAN CONSULTING GROUP			
193341	2015 RECONSTRUTION	197992	\$26,132.50
Total for Check: 103212			\$26,132.50
BRISTOL TRANSPORT, INC			
193347	TOWING - T84	178473	\$585.00
Total for Check: 103213			\$585.00
BSN SPORTS INC.			
193367	LACROSSE GOALS/NETS	97103802	\$1,311.98
193367	LACROSSE GOALS/NETS	97103802	\$229.58
Total for Check: 103214			\$1,541.56
BUECHE, JEAN			
193499	BATTERY	288-326968	\$52.24
Total for Check: 103215			\$52.24
BURR RIDGE PARK DISTRICT			
193461	INCLUSION AIDE REIMBURSE	213	\$120.00
Total for Check: 103216			\$120.00
CALL ONE			
193462	TELEPHONE	1010-9073-00008	\$406.65
193462	TELEPHONE	1010-9073-00008	\$637.54
193462	TELEPHONE	1010-9073-00008	\$146.16
193462	TELEPHONE	1010-9073-00008	\$854.19-
193462	TELEPHONE	1010-9073-00008	\$59.53
193462	TELEPHONE	1010-9073-00008	\$33.64
193462	TELEPHONE	1010-9073-00008	\$316.89-
193462	TELEPHONE	1010-9073-00008	\$127.35-
193462	TELEPHONE	1010-9073-00008	\$1,741.56
Total for Check: 103217			\$1,726.65
CDW-GOVERNMENT INC.			
193354	BATTERY BACKUP	XD17597	\$181.42
193355	SURFACE KEYBOARD	XG02150	\$109.23

WARRANT REGISTER: 1592

DATE: 09/01/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
193356	OFFICE FOR LAPTOP	WV79251	\$243.04
Total for Check: 103218			\$533.69
CHEFF, RONALD F			
193429	CONT BD 701 WILSON	22670	\$500.00
Total for Check: 103219			\$500.00
CINTAS CORPORATION 769			
193317	FLOOR MATS/SHOP TOWELS	769636478	\$57.70
193317	FLOOR MATS/SHOP TOWELS	769636478	\$81.46
193317	FLOOR MATS/SHOP TOWELS	769636478	\$37.61
193317	FLOOR MATS/SHOP TOWELS	769636478	\$135.56
193317	FLOOR MATS/SHOP TOWELS	769636478	\$25.49
193329	UNIFORMS	769633005	\$66.58
193351	UNIFORMS	769636479	\$59.38
193351	UNIFORMS	769636479	\$201.55
193351	UNIFORMS	769636479	\$118.76
193476	FLOOR MATS/SHOP TOWELS	769639976	\$57.70
193476	FLOOR MATS/SHOP TOWELS	769639976	\$37.61
193476	FLOOR MATS/SHOP TOWELS	769639976	\$135.56
193476	FLOOR MATS/SHOP TOWELS	769639976	\$25.49
Total for Check: 103220			\$1,040.45
CLARK BAIRD SMITH LLP			
193337	LEGAL FEES	6179	\$861.25
Total for Check: 103221			\$861.25
CLOWNING AROUND ENTERTNMT			
193414	FALL FEST INFLATABLE	30028	\$999.00
Total for Check: 103222			\$999.00
COLLEGE OF DUPAGE			
193320	FINANCIAL CRIME CLASS	6152	\$195.00
Total for Check: 103223			\$195.00
COMCAST			
193327	POLICE/FIRE	877120111009242	\$47.40
193327	POLICE/FIRE	877120111009242	\$47.41
Total for Check: 103224			\$94.81
COMED			
193425	STREET LIGHTS	16531480507	\$7,871.26
193465	MUNICIPAL AGGREGATION FEE	0417049051	\$168.00
193509	ELEANOR PARK	0075151076	\$268.15
193510	CHESTNUT PARKING	0203065105	\$34.41
193511	CLOCK TOWER	0381057101	\$33.74
193512	ROBBINS PARK	0639032045	\$22.66
193513	WASHINGTON	2378029015	\$43.40
193514	WASHINGTON PARKING LOT	2838114008	\$35.93
193515	BURLINGTON PARK	6583006139	\$104.34
193516	NS CBQ RR	7011157008	\$34.16
193517	PIERCE PARK	7011378007	\$824.92
193518	WALNUT STREET	7011481018	\$31.39
193519	KLM LODGE 80/20	7093551008	\$1,565.43
193520	KLM LODGE 80/20	7093551008	\$391.36

WARRANT REGISTER: 1592

DATE: 09/01/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
193521	CENTER FOR THE ARTS	7093550127	\$119.87
193522	SAFETY TOWN	7261620005	\$22.25
193523	ROBBINS PARK	8521083007	\$95.10
193524	TRAIN STATION	8521342001	\$160.34
193525	ELEANOR PARK	8689206002	\$62.38
193526	STOUGH PARK	8689480008	\$21.23
Total for Check: 103225			\$11,910.32
COMMUNICATIONS DIRECT			
193421	STARCOM RADIO CHARGER	IN131884	\$127.98
Total for Check: 103226			\$127.98
CONSERV FS			
193486	FIELD PAINT	2101240-IN	\$2,220.00
Total for Check: 103227			\$2,220.00
COOK, STEVEN			
193430	CONT BD 838 S MONROE	21974	\$7,500.00
Total for Check: 103228			\$7,500.00
COSGROVE CONSTRUCTION, INC			
193431	CONT BD 950 N YORK	22554	\$3,000.00
Total for Check: 103229			\$3,000.00
DAILY HERALD			
193409	BID 1592	T4414911	\$70.15
Total for Check: 103230			\$70.15
DISTINCTIVE INTERIORS			
193467	RECOVER CHAIR PILLOWS-KLM	151305	\$154.00
193487	RECOVER WING CHAIRS-KLM	151305	\$1,922.40
Total for Check: 103231			\$2,076.40
DOWNERS GROVE SWIM CLUB			
193361	SWIM CONFERENCE FEES	08092015	\$400.00
Total for Check: 103232			\$400.00
DUPAGE RIVER/SALT CREEK			
193458	ANNUAL DUES	08172015	\$558.00
Total for Check: 103233			\$558.00
DUPAGE WATER COMMISSION			
193508	WATER CHARGES-JUNE	10946	\$335,702.45
Total for Check: 103234			\$335,702.45
DUSEK, SCOTT			
193449	REFUND	0411010661	\$25.00
Total for Check: 103235			\$25.00
DYNEGY ENERGY SERVICES			
193507	TRANSFORMER	147029715081	\$2,097.12
193528	908 ELM	147029615081	\$35.01
Total for Check: 103236			\$2,132.13
ELAZEGUI, ROZEL			
193447	REFUND	140337	\$50.00
Total for Check: 103237			\$50.00
FORSYTHE, JILL			
193493	CONT BD 135 PRINCETON	22490	\$500.00
Total for Check: 103238			\$500.00

WARRANT REGISTER: 1592

DATE: 09/01/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
FOX RESTAURANT & PUB			
193321	ALIVE @ 25 PIZZA	08112015	\$135.25
Total for Check: 103239			\$135.25
FRED GLINKE PLUMBING AND			
193466	POOL SHOWER PARTS	31609	\$229.40
Total for Check: 103240			\$229.40
GARY JOHNSTON			
193413	TRUCK PERMIT FEES - JULY	08142015	\$271.80
Total for Check: 103241			\$271.80
GENSCH, SARAH			
193452	KLM REFUND	140379	\$500.00
Total for Check: 103242			\$500.00
GEORGE, LARRY			
193446	REFUND	140077	\$20.00
Total for Check: 103243			\$20.00
GHALAYINI, M.A.			
193495	STRMWTR BD 21 S BRUNER	21436	\$5,792.00
Total for Check: 103244			\$5,792.00
GNIADECKI, STEPHEN			
193432	CONT BD 602 S MADISON	22616	\$1,000.00
Total for Check: 103245			\$1,000.00
GRAINGER, INC.			
193343	CLAMP KIT	9808440821	\$160.66
193481	WATER FILTER	9818854888	\$31.46
193482	BOILER WATER FILTERS	9818557994	\$233.74
Total for Check: 103246			\$425.86
HEALY ASPHALT COMPANY LLC			
193349	COLD PATCH	53651MB	\$737.53
Total for Check: 103247			\$737.53
HODNELAND, ALISA			
193448	CLASS REFUND	140332	\$87.50
Total for Check: 103248			\$87.50
HOME CRAFTERS			
193494	BOND 440 S THURLOW	22171	\$10,000.00
193494	BOND 440 S THURLOW	22171	\$3,000.00
Total for Check: 103249			\$13,000.00
HOME DEPOT CREDIT SERVICE			
193527	ASST HARDWARE	081315	\$29.94
193527	ASST HARDWARE	081315	\$71.88
193527	ASST HARDWARE	081315	\$27.54
193527	ASST HARDWARE	081315	\$50.96
193527	ASST HARDWARE	081315	\$87.67
193527	ASST HARDWARE	081315	\$13.96
Total for Check: 103250			\$281.95
HR GREEN INC			
193470	WOODLANDS PH 3 DESIGN ENG	99745	\$13,036.37
193471	OAK STREET BRIDGE PH 3	5-99921	\$64,027.16
Total for Check: 103251			\$77,063.53

Run date: 27-AUG-15

Village of Hinsdale

Page: 7

WARRANT REGISTER: 1592

DATE: 09/01/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
I P P F A			
193502	RETIREMENT SEMINAR	90-1111	\$150.00
Total for Check: 103252			\$150.00
ILLCO, INC.			
193479	R-22 FREON - VH	2377402	\$1,200.00
Total for Check: 103253			\$1,200.00
ILLINOIS DEPARTMENT OF			
193500	AMULANCE LICENSE FEES	7161-2015	\$50.00
Total for Check: 103254			\$50.00
ILLINOIS FIRE INSPECTORS			
193423	SEMINAR	17231	\$125.00
Total for Check: 103255			\$125.00
INTERNATIONAL EXTERMINATO			
193468	PEST CONTROL	71594256	\$40.00
193468	PEST CONTROL	71594256	\$40.00
193468	PEST CONTROL	71594256	\$113.00
193468	PEST CONTROL	71594256	\$40.00
193468	PEST CONTROL	71594256	\$40.00
Total for Check: 103256			\$273.00
INTERSTATE BILLING SERVIC			
193404	EXHAUST PARTS - 22	99209939	\$732.36
Total for Check: 103257			\$732.36
J & L ENGRAVING			
193418	VEHICLE PASSPORTS	2002	\$110.50
Total for Check: 103258			\$110.50
J JORDAN HOMES			
193433	ST MGMT BD 833 S OAK	21769	\$3,000.00
Total for Check: 103259			\$3,000.00
JIM'S TOWING			
193344	TOW - T84	111322	\$935.00
Total for Check: 103260			\$935.00
JOHN NERI CONSTRUCTION IN			
193469	2015 RESURFACING PROJECT	PAY REQUEST 5	\$32,312.97
193469	2015 RESURFACING PROJECT	PAY REQUEST 5	\$42,055.51
193469	2015 RESURFACING PROJECT	PAY REQUEST 5	\$50,019.68
Total for Check: 103261			\$124,388.16
KASPERSKI, ERIC			
193411	ARBORIST RECERTIFICATION	08182015	\$145.00
Total for Check: 103262			\$145.00
KIESLER POLICE SUPPLY			
193328	AMMUNITION	0745270A	\$408.00
Total for Check: 103263			\$408.00
KLEIN, THORPE, JENKINS LTD			
193529	LEGAL FEES - JULY	177631/640	\$15,396.01
Total for Check: 103264			\$15,396.01
KNOX COMPANY			
193419	KEY SECURE BOXES	INV00745461	\$1,190.00
Total for Check: 103265			\$1,190.00

WARRANT REGISTER: 1592

DATE: 09/01/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
M E OLSON CONSTRUCTION			
193434	CONT BD 717 S STOUGH	22668	\$2,500.00
Total for Check: 103266			\$2,500.00
MANGANIELLO, JIM			
193412	METER READINGS - AUG	08192015	\$1,400.00
Total for Check: 103267			\$1,400.00
MCCAHILL, TIM			
193455	KLM REFUND EN 150807	22215	\$500.00
Total for Check: 103268			\$500.00
MCMAHON MAINTENANCE, INC			
193555	WINDOW WASHING	16693	\$2,650.00
Total for Check: 103269			\$2,650.00
MERFELD, INC			
193435	CONT BD 503 N BRUNER	22704	\$1,250.00
Total for Check: 103270			\$1,250.00
MIELKE-MADAY, HANNA			
193346	SEASON END STAFF PARTY	08142015	\$93.80
Total for Check: 103271			\$93.80
MINER ELECTRONICS			
193407	RADIO REPAIR	258002	\$198.33
Total for Check: 103272			\$198.33
MOLIDOR CUSTOM HOMES			
193450	STRMWTR BD 5523 S GARFIEL	21748	\$3,138.00
Total for Check: 103273			\$3,138.00
MOTOROLA SOLUTIONS			
193496	MONTHLY CHARGES - AUG	192256302015	\$34.00
Total for Check: 103274			\$34.00
NAPA AUTO PARTS			
193318	FILTERS	387960	\$15.18
193318	FILTERS	387960	\$77.36
193318	FILTERS	387960	\$140.05
193318	FILTERS	387960	\$105.58
193318	FILTERS	387960	\$52.18
193318	FILTERS	387960	\$19.87
193318	FILTERS	387960	\$4.83
193318	FILTERS	387960	\$153.81
193405	EXHAUST PIPE - 22	388816	\$29.28
Total for Check: 103275			\$598.14
NICOR GAS			
193357	5905 S COUNTY LINE	12952110000	\$35.61
193358	ART CENTER	18117046476	\$88.70
193359	KLM	06677356575	\$92.07
Total for Check: 103276			\$216.38
NIKISCHER, RALPH			
193403	ARBORIST RECERTIFICATION	08182015	\$145.00
Total for Check: 103277			\$145.00
OCCUPATIONAL HEALTH CTR			
193364	LEAD TESTING	1008982438	\$148.50

WARRANT REGISTER: 1592

DATE: 09/01/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
193505	LEAD TEST	1009002233	\$148.50
Total for Check: 103278			\$297.00
PATRICK WALSH TRUSTEE			
193451	STRMWTR BD 5801 GIDDINGS	21458	\$8,042.00
Total for Check: 103279			\$8,042.00
PERONA, VALERIE			
193440	CONT BD 815 S JACKSON	22099	\$5,000.00
Total for Check: 103280			\$5,000.00
PERSONNEL STRATEGIES LLC			
193558	CANDIDATE FEEDBACK	08212015	\$1,200.00
Total for Check: 103281			\$1,200.00
PHENEGAR, WES			
193410	CDL LICENSE RENEWAL	08182015	\$60.00
Total for Check: 103282			\$60.00
PHILLIPS, RICHARD D			
193436	CONT BD 227 W 55TH ST	22323	\$5,000.00
Total for Check: 103283			\$5,000.00
PHILLIPS, RICHARD D			
193437	ST MGMT BD 227 W 55TH ST	22533	\$3,000.00
Total for Check: 103284			\$3,000.00
PHILLIPS, RICHARD D			
193438	STORMWATER BD 227 W 55TH	22534	\$4,281.00
Total for Check: 103285			\$4,281.00
PREMIER SERVICES			
193439	CONT BD 223 S BRUNER	22961	\$1,500.00
Total for Check: 103286			\$1,500.00
PRO SAFETY			
193319	EAR PLUGS	2/807340	\$48.00
Total for Check: 103287			\$48.00
PROMOS 911 INC			
193422	CARBON MONOXIDE MAGNETS	5348	\$307.70
Total for Check: 103288			\$307.70
QUARRY MATERIALS, INC.			
193365	HOT PATCH	00054737	\$265.14
193477	HOT PATCH	00054893	\$181.98
193478	ASPHALT	00054860	\$295.92
Total for Check: 103289			\$743.04
RAY OHERRON CO INC			
193406	AMMUNITION	1544572-IN	\$1,255.00
Total for Check: 103290			\$1,255.00
RED WING SHOE STORE			
193330	WORK BOOTS	450000008911	\$179.99
Total for Check: 103291			\$179.99
REPUBLIC SERVICES #551			
193353	DISPOSAL SERVICE	0551-011782516	\$234.79
Total for Check: 103292			\$234.79
RYDIN SIGN & DECAL			
193416	DISABLED PARKING PLACARDS	310107	\$104.62

Run date: 27-AUG-15

Village of Hinsdale

Page: 10

WARRANT REGISTER: 1592

DATE: 09/01/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
		Total for Check: 103293	\$104.62
S.K. CULVER CO			
193326	WATER COOLER REPAIR	80384	\$26.74
		Total for Check: 103294	\$26.74
SALAS, BERTHA			
193453	KLM REFUND EN 150808	22766	\$450.00
		Total for Check: 103295	\$450.00
SERVICE FORMS & GRAPHICS			
193362	ACCOUNTS PAYABLE CHECKS	153808	\$298.00
193372	BUSINESS CARDS	153809	\$106.00
		Total for Check: 103296	\$404.00
SHERWIN WILLIAM			
193360	ROAD PAINT FILTERS	6260-1	\$55.04
		Total for Check: 103297	\$55.04
SIKICH, LLP			
193504	AUDIT FEES	226829	\$15,500.00
		Total for Check: 103298	\$15,500.00
SKYHAWKS SPORT ACADEMY IN			
193366	INSTRUCTION	17114	\$2,062.80
		Total for Check: 103299	\$2,062.80
SOUTH TOWN REFRIGERATION			
193491	CONT BD 950 N YORK RD	22602	\$500.00
		Total for Check: 103300	\$500.00
SPECIAL T UNLIMITED			
193420	UNIFORMS	15952	\$418.00
		Total for Check: 103301	\$418.00
STOMPER, SCOTT			
193488	FALL FEST FLYER	0055	\$45.00
		Total for Check: 103302	\$45.00
STREICHERS			
193489	TRAUMA PLATES	11166566	\$179.97
193489	TRAUMA PLATES	11166566	\$15.00
		Total for Check: 103303	\$194.97
SUBURBAN DOOR CHECK			
193323	KLM DOOR REPAIR	IN464369	\$436.20
		Total for Check: 103304	\$436.20
SUBURBAN LABORATORIES, IN			
193348	WATER TESTING	125362	\$415.00
		Total for Check: 103305	\$415.00
SUSSEX MANAGEMENT ASSOC			
193427	REPORT WRITING CLASS	07292015	\$199.00
		Total for Check: 103306	\$199.00
T REXPLORERS LLC			
193415	INSTRUCTION	20150014	\$120.00
		Total for Check: 103307	\$120.00
TAMELING INDUSTRIES			
193475	RAIN GARDEN STONES	0104096-IN	\$185.50
		Total for Check: 103308	\$185.50

Run date: 27-AUG-15

Village of Hinsdale

Page: 11

WARRANT REGISTER: 1592

DATE: 09/01/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
THE LAW OFFICES OF			
193426	LEGAL	H08192015	\$100.00
Total for Check: 103309			\$100.00
THIRD MILLENIUM			
193464	WATER STOCK BILL REPLACE	18483	\$148.56
Total for Check: 103310			\$148.56
THOMPSON ELEVATOR INSPEC			
193484	PLAN REVIEW	15-2222	\$100.00
193490	PLAN REVIEW	15-2256	\$100.00
Total for Check: 103311			\$200.00
THOMSON REUTERS WEST			
193322	INFORMATION CHARGES-JULY	832270957	\$165.98
Total for Check: 103312			\$165.98
TOSHIBA BUSINESS			
193325	KLM COPIER	12075772	\$96.80
Total for Check: 103313			\$96.80
TPI BLDG CODE CONSULTANT			
193368	INSPECTIONS	2015-07	\$2,878.00
Total for Check: 103314			\$2,878.00
TRANE			
193497	HVAC PARTS	11179897R1	\$55.93
193497	HVAC PARTS	11179897R1	\$55.94
Total for Check: 103315			\$111.87
TRESSLER, LLP			
193472	LEGAL FEES	361124	\$1,510.25
193473	LEGAL FEES	361125	\$3,938.40
Total for Check: 103316			\$5,448.65
UNITED STATES POSTAL SVC			
193428	MAILING MACHINE POSTAGE	08212015	\$3,000.00
Total for Check: 103317			\$3,000.00
UNIVAR USA INC			
193370	POOL CHLORINE	CH830254	\$545.34
Total for Check: 103318			\$545.34
VAYUVEGULA, SATISH			
193444	CONT BD 536 N VINE	21172	\$10,000.00
Total for Check: 103319			\$10,000.00
VAYUVEGULA, SATISH			
193445	ST MGMT BD 536 N VINE	21173	\$3,000.00
Total for Check: 103320			\$3,000.00
VIEW BUILDERS, INC			
193441	CONT BD 425 E HICKORY	22504	\$10,000.00
Total for Check: 103321			\$10,000.00
VIEW BUILDERS, INC			
193442	ST MGMT BD 425 E HICKORY	22503	\$3,000.00
Total for Check: 103322			\$3,000.00
WAGEWORKS			
193363	FSA MONTHLY ADM FEES	125AI0411805	\$18.00
193363	FSA MONTHLY ADM FEES	125AI0411805	\$30.00

Run date: 27-AUG-15

Village of Hinsdale

Page: 12

WARRANT REGISTER: 1592

DATE: 09/01/15

VOUCHER	VOUCHER DESCRIPTION	INVOICE NUMBER	AMOUNT PAID
193363	FSA MONTHLY ADM FEES	125AI0411805	\$24.00
193363	FSA MONTHLY ADM FEES	125AI0411805	\$12.00
193363	FSA MONTHLY ADM FEES	125AI0411805	\$12.00
193363	FSA MONTHLY ADM FEES	125AI0411805	\$6.00
193363	FSA MONTHLY ADM FEES	125AI0411805	\$12.00
Total for Check: 103323			\$114.00
WALSH KNIPPEN POLLOCK			
193498	LEGAL FEES	20198	\$2,220.00
Total for Check: 103324			\$2,220.00
WAREHOUSE DIRECT INC			
193480	CLEANING SUPPLIES	2787829-0	\$26.91
193483	OFFICE SUPPLIES	2791612-0	\$130.40
193503	OFFICE SUPPLIES	2794614-0	\$1,185.93
193503	OFFICE SUPPLIES	2794614-0	\$154.95
193503	OFFICE SUPPLIES	2794614-0	\$154.95
193503	OFFICE SUPPLIES	2794614-0	\$154.95
193557	PAPER SUPPLIES	2799224-0	\$124.14
Total for Check: 103325			\$1,932.23
WEST SUBURBAN CHIEF			
193408	ANNUAL DUES	08182015	\$85.00
Total for Check: 103326			\$85.00
WILLS, DALE G			
193492	CONT BD 828 S GARFIELD	22523	\$10,000.00
Total for Check: 103327			\$10,000.00
REPORT TOTAL			\$901,264.26

END OF REPORT

DATE: September 1, 2015**REQUEST FOR BOARD ACTION**

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

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

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

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
COMMITTEE ACTION: The First Reading took place at the Village Board meeting on August 18, 2015, whereby it was recommended that this item be placed on the Consent Agenda for September 1, 2015.				
BOARD ACTION:				

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

POST-ISSUANCE TAX COMPLIANCE REPORT

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

Pursuant to my responsibilities as the Compliance Officer as set forth in a Bond Record Keeping Policy (the "*Policy*") adopted by the President and Board of Trustees (the "*Board*") of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), on the 4th day of August, 2015, I have prepared this report after reviewing the Village's contracts and records to determine whether the Tax Advantaged Obligations (as defined in the Policy), comply with the applicable federal tax requirements. In accordance with the proceedings and agreements under which the Tax Advantaged Obligations were issued, the Village has covenanted generally to take all action necessary to comply with the applicable federal tax rules and regulations relating to the Tax Advantaged Obligations, including covenants necessary to preserve the excludability of interest on the Tax Advantaged Obligations from gross income for federal income taxation purposes. The following sets forth a summary demonstrating the Village's compliance with such covenants and expectations.

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

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

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

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

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

Respectfully submitted this 4th day of August, 2015.

By 
Compliance Officer

8cd
DATE: September 1, 2015

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING Public
SECTION NUMBER Consent Agenda - EPS	DEPARTMENT Services
ITEM 2015 50/50 Sidewalk Project Change Order	APPROVAL Daniel M. Deeter, PE Village Engineer

In the spring of 2015, residents from the 500-block of N. County Line Road approached staff with the request to construct a sidewalk on the east side of County Line Road between Minneola and The Lane for the safety of their children. This block is one of the "critical link" sidewalks on the Village's Master Sidewalk Plan. The Master Sidewalk Plan shows the existing sidewalks and the "critical links" – future sidewalk to be constructed to link existing sidewalks. Staff then began investigating the financial feasibility of completing this "critical link" while preserving the parkway trees in the area. The Village arborist has confirmed that a sidewalk that maintains sufficient distance from existing tree trunks can be completed without impact to parkway trees. A fund totaling \$ 370,000 has been collected from developers for the construction of new sidewalk and completion of these "critical links;" this project will be completed using a portion of these funds.

The engineer's estimate for the North County Line Road Sidewalk Project was \$ 36,831. On July 16, 2015, six bids were received. The low bidder was D'Land at \$ 45,314 (all bids are shown below). The difference in cost from the engineer's estimate can be attributed to the small scale of the project and an increase in concrete prices from the 2014 bids.

- **D'Land Construction** **\$ 45,314**
- Copenhaver Construction \$ 46,373
- Davis Concrete \$ 49,055
- A'Lamp \$ 49,926
- Triggi Construction \$ 55,640
- J&J Newell Concrete \$ 57,470

It is unknown why the 2015 50/50 sidewalk project contractor, Schroeder & Schroeder, did not submit a bid for this project at this time. Staff subsequently approached Schroeder & Schroeder to request they consider adding the North County Line Road sidewalk to the 50/50 sidewalk program. Schroeder & Schroeder provided pricing of **\$ 39,250**, which will result in a savings of \$ 6,064 over the lowest bidder.

Therefore, staff recommends that all bids for the North County Line Road Sidewalk project be rejected and that the 50/50 Sidewalk contract be changed to include the North County Line sidewalks.

Motion: To reject all bids received on July 16, 2015 for the North County Line Road Sidewalk Project.

Motion: To Approve a Resolution for the 2015 50/50 Sidewalk Program Contract Change Order Number 1 in the Amount Not to Exceed \$ 39,250 Addition to Schroeder & Schroeder.

APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL
BOARD ACTION: At the August 18, 2015 Board of Trustees meeting, the Board approved the item to be moved to the Consent Agenda.				

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE
50/50 SIDEWALK CONTRACT CHANGE ORDER
NUMBER 1 IN THE AMOUNT NOT TO EXCEED \$ 39,250
ADDITION TO SCHROEDER & SCHROEDER**

WHEREAS, the Village of Hinsdale (the "Village") and Schroeder & Schroeder have entered into that certain Contract (the "Contract") providing for the construction of the 50/50 2015 50/50 Sidewalk 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: 2015 50/50 Sidewalk Project
Location: Various Streets
Contractor: Schroeder & Schroeder

Change Order No. 1
Contract No. - N/A
Date: 09/01/15
Page 1 of 1

- I. A. Description of Changes Involved:
1 Addition of N. County Line Road sidewalk
- B. Reason for Change:
1 Additional sidewalk in the master sidewalk plan
- C. Revision in Contract Price: Total Deduction: \$ 39,250.00
1 Addition \$ 39,250.00

II. Adjustments in Contract Price:

A. Original Contract Price:	\$ 102,403.00
B. Net (addition)(reduction) due to all previous Change Order No. _____	\$ -
C. Contract Price, not including this Change Order	\$ 102,403.00
D. (Addition)(Deduction) to Contract Price due to this Change Order	\$ 39,250.00
E. Contract Price including this Change Order	<u>\$ 141,653.00</u>

Accepted:
Contractor: Schroeder & Schroeder

By: _____
Signature of Authorized Representative

Date

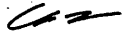
Village of Hinsdale:

By: _____
Signature of Authorized Representative

Date

9a

Memorandum

To: President Cauley and Village Trustees
From: Chan Yu, Village Planner 
Cc: Kathleen A. Gargano, Village Manager
Robert McGinnis, Director of Community Development/Building Commissioner
Date: August 27, 2015
Re: 427 South Clay Street – Major Adjustment to a Planned Development Final Plan, Site Plan and Exterior Appearance Plan for a New Playground and Landscape Buffer Plan at 427 S. Clay Street – St. Isaac Jogues Parish

BACKGROUND

Application

The Village of Hinsdale has received an application (Attachment 1) from William Sturm of Serena Sturm Architects, Ltd. on behalf of St. Isaac Jogues Parish at 427 S. Clay St., (including 440 S. Clay St. and 306 W. Fourth St.) requesting approval for a major adjustment to its amended exterior appearance and site plans (per O2005-14) to construct a new preschool playground for 3-5 year olds. The applicant's landscape plan features an 11' 9" wide buffer in lieu of the required minimum 20 foot wide landscaped visual barrier to absorb and diffuse noise when abutting a residential lot (Zoning Ordinance Section 9-107(H)(3)).

Request and Analysis

On April 5th, 2005, the Village Board approved "An Ordinance amending Ordinance numbers O94-19 and O96-3 and Amending a Special Use Permit, Planned Development Final Plans, Site Plans, and Exterior Appearance Plans for 306 W. Fourth Street" (Attachment 2). In Attachment 2, Exhibit C, the "Existing 2 Story School Building and Gymnasium" illustrates no play equipment and Exhibit D does not illustrate the area per the "Conceptual Landscape Plan". To this end, the applicant is seeking a Major Adjustment to said amended plan to construct a new preschool playground, fence and 11' 9" landscaping buffer between the residential property located immediately south at 434 S. Vine Street (Attachment 3).

Per the applicant, the existing retaining wall for the 45" grade change between the residential lot, proposed playground location (Exhibit F, Attachment 1), and 11' 9" landscape area/screen will provide a sufficient visual barrier to absorb and diffuse noise. The Zoning Ordinance, however, per section 9-107(H)(3), requires "any area of permitted outdoor activity likely to produce visual or auditory disturbance or annoyance on any abutting residential lot shall be separated from said lot by a perimeter landscaped open space at least twenty (20') feet wide or by a buffer found by the village manager to be reasonably sufficient to create a visual barrier, to absorb and diffuse noise, and to ensure the private

enjoyment of said lot". Thus, the proposed landscape buffer area is 8 feet and 3 inches short of the required distance.

The project site is located in an IB Institutional Building District and is surrounded by the R-4 Single Family Residential District to the North, South, East and West (Attachment 4).

Process

Pursuant to Article 11, Section 11-604(I)(2) and 11-604(K)(2) of the Village of Hinsdale Zoning Ordinance, the Board of Trustees may grant approval of the major adjustments upon finding that the changes are within substantial compliance with the approved final plan or if it is determined that the changes are not within substantial compliance with the approved plan, shall refer it back to the Plan Commission (PC) for further hearing and review.

Board of Trustees Action

At the August 18th Board meeting, the applicant Mr. William Sturm of Serena Sturm Architects, Ltd. presented the project to the Board. The Director of Administration at St. Isaac Jogues Parish, Mr. Thomas Sullivan was also present to answer questions from the Board. General feelings reflect support for the project. However, a concern and subsequent request was made, for the applicant to deliver and/or present the plan to the residential neighbors immediately south of the site. Given, the applicant has submitted a letter describing its outreach efforts (Attachment 5).

Motion

Should the Board of Trustees feel the request is substantially compliant, the following motion would be appropriate; "move that the Board of Trustees approve an Ordinance Approving a Major Adjustment to a Planned Development Final Plan, Site Plan and Exterior Appearance Plan for a New Playground at 427 South Clay Street - St. Isaac Jogues Parish."

Should the Board of Trustees feel the requested changes are not within substantial compliance with the approved plan, it shall refer it back to the Plan Commission for further hearing and review.

Attachments:

Ordinance -

Attachment 1 – Major Adjustment Application Request and Exhibits

Attachment 2- Ordinance O2005-14, Request for Board Action Application (Case A-17-2004) and PC Findings and Recommendations

Attachment 3 - Site Plan with Parcel Lines to Residence abutting the Project Area

Attachment 4 - Zoning Map and Project Location

Attachment 5 - Letter and Exhibit from Applicant to Neighbors (Dated August 26, 2015)

VILLAGE OF HINSDALE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A MAJOR ADJUSTMENT
TO A PLANNED DEVELOPMENT FINAL PLAN, SITE PLAN AND EXTERIOR
APPEARANCE PLAN FOR A NEW PLAYGROUND
AT 427 SOUTH CLAY STREET – ST. ISAAC JOGUES PARISH**

WHEREAS, a Planned Development for St. Isaac Jogues Parish (the "Applicant") at 427 S. Clay Street (the "Subject Property"), which also included 440 S. Clay Street and 306 W. Fourth Street) was originally approved by Ordinance No. O94-19 and was later amended by Ordinance Nos. O96-3 and O2005-14 (the "Planned Development"); and

WHEREAS, the Subject Property is improved with a church, and other improvements, and is legally described in **Exhibit A** attached hereto and made a part hereof; and

WHEREAS, the Applicant seeks to construct a new pre-school playground, fence and an accompanying eleven foot, nine inch (11'9") wide landscape buffer between the playground area and the residential property located immediately to the south (collectively, the "Proposed Improvements"). Plans and specifications depicting the Proposed Improvements and their location within the planned development site are attached hereto as **Group Exhibit B** and made a part hereof; and

WHEREAS, construction of the Proposed Improvements is a major adjustment to the approved final plan, site plan and exterior appearance plan for the Planned Development requiring the approval of the Village Board pursuant to Subsections 11-603(L) and 11-603(K)(2), 11-604(I)(2) and Section 11-606 of the Hinsdale Zoning Code; and

WHEREAS, the Applicant has now submitted an application for a major adjustment to the Planned Development final plan, site plan and exterior appearance plan to allow for the construction of the Proposed Improvements on the Subject Property (the "Application"). The Proposed Improvements are Code compliant so no waivers related to the Improvements are required; and

WHEREAS, the Board of Trustees of the Village have duly considered all of the materials, facts and circumstances affecting the Application, and find that the Application proposes changes to the approved final plan, site plan and exterior appearance plan for the Planned Development that, as approved by this Ordinance, will be in substantial conformity with the approved final plan, site plan and exterior appearance plan for the Planned Development, in conformance with Subsections 11-603(L) and 11-603(K)(2), 11-604(I)(2) and Section 11-606 of the Hinsdale Zoning Code.

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 Board of Trustees.

SECTION 2: Approval of Major Adjustment to the Final Plan, Site Plan and Exterior Appearance Plan for the Planned Development. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and pursuant to Subsections 11-603(L) and 11-603(K)(2), 11-604(I)(2) and Section 11-606 of the Hinsdale Zoning Code, approve the major adjustment to the previously approved final plan, site plan and exterior appearance plan for the Planned Development, as previously amended, to authorize construction of the Proposed Improvements on the Subject Property as shown in the development plan, site plan and exterior appearance depictions attached hereto as **Group Exhibit B**. The Planned Development final plan, site plan and exterior appearance plan are hereby amended to the extent provided, but only to the extent provided, by the approvals granted herein.

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

- A. **No Authorization of Work.** This Ordinance does not authorize the commencement of any work relative to installation of the Proposed Improvements. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced relative to the Improvements until all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. **Compliance with Plans.** All work relative to installation of the Proposed Improvements shall be undertaken only in strict compliance with the approved plans and specifications for the Proposed Improvements, including those attached hereto as **Exhibit B** and made a part hereof.
- C. **Compliance with Codes, Ordinances, and Regulations.** Except as specifically set forth in this Ordinance, the provisions of the Planned Development, the Hinsdale Municipal Code and the Hinsdale Zoning Code shall apply and govern the installation of the Proposed Improvements on the Subject Property. All work related to the Proposed Improvements shall comply with all Village codes, ordinances, and regulations at all times.
- D. **Building Permits.** The Applicant shall submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

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

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

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

PASSED this _____ day of _____ 2015.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED this _____ day of _____ 2015.

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

EXHIBIT A

**LEGAL DESCRIPTION
(ATTACHED)**

GROUP EXHIBIT B

**PLANS AND SPECIFICATIONS
(ATTACHED)**

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 Ordinance now on file in my Office, entitled:

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A MAJOR ADJUSTMENT
TO A PLANNED DEVELOPMENT FINAL PLAN, SITE PLAN AND EXTERIOR
APPEARANCE PLAN FOR A NEW PLAYGROUND
AT 427 SOUTH CLAY STREET – ST. ISAAC JOGUES PARISH**

which Ordinance was passed by the Board of Trustees of the Village of Hinsdale at a Regular Village Board Meeting on the ____ day of _____, 2015, at which meeting a quorum was present, and approved by the President of the Village of Hinsdale on the ____ day of _____, 2015.

I further certify that the vote on the question of the passage of said Ordinance by the Board of Trustees of the Village of Hinsdale was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Hinsdale, and that the result of said vote was as follows, to-wit:

AYES: _____

NAYS: _____

ABSENT: _____

I do further certify that the original Ordinance, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

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

Village Clerk

[SEAL]



**MAJOR ADJUSTMENT TO PLANNED
DEVELOPMENT
COMMUNITY DEVELOPMENT
DEPARTMENT**

***Must be accompanied by completed Plan Commission Application**

Address of proposed request: 427 South Clay Street, Hinsdale, Illinois 60521

Proposed Planned Development request: Preschool Playground

Amendment to Adopting Ordinance Number: 9-107, H., 3.

REVIEW CRITERIA:

Paragraph 11-603K2 of the Hinsdale Zoning Code regulates Major Adjustments to a Final Planned Development that are under construction and Subsection 11-603L regulates Amendments to Final Plan Developments Following Completion of Development and refers to Subsection 11-603K. Any adjustment to the Final Plan not authorized by Paragraph 11-603K1 shall be considered to be a Major Adjustment and shall be granted only upon application to, and approval by, the Board of Trustees. The Board of Trustees may, by ordinance duly adopted, grant approval for a Major Adjustment without a hearing upon finding that any changes in the Final Plans as approved will be in substantial conformity with said Final Plan. If the Board of Trustees determines that a Major Adjustment is not in substantial conformity with the Final Plan as approved, then the Board of Trustees shall refer the request to the Plan Commission for further hearing and review.

1. Explain how the proposed major adjustment will be in substantial conformity with said plan.

Required by the State of Illinois, the intended Preschool Playground for 3-5 year olds is a use consistent with the "elementary school" special use granted St. Isaac Jogues Parish per the Village's Institutional Building District. Under ordinance, "Outdoor Activity Areas" require "landscaped open space at least twenty feet (20') wide or by a buffer found by the village manager to be reasonably sufficient to create a visual barrier, to absorb and diffuse noise and to ensure the private enjoyment of said lot." The intended Playground will be nearly completely shielded from view by existing buildings bordering its east, north and west sides. It is St. Isaac's petition that the Playground's southern border which will be 11'-9" from the property line when abutting an existing retaining wall holding grade for Gymnasium exiting, represents just such an excellent barrier because it is sunken behind the wall, is adjacent to one existing and one future garage, and will be shielded with fence/landscaping. Furthermore the Playground use is scheduled for only periodic usage during normal School hours, Monday through Friday, weather permitting. Southern neighbors have no objections. (please see Exhibits A, B, C, D, E & F).



**VILLAGE
OF HINSDALE** FOUNDED IN 1873

**VILLAGE OF HINSDALE
COMMUNITY DEVELOPMENT
DEPARTMENT**

PLAN COMMISSION APPLICATION

I. GENERAL INFORMATION

Applicant Serena Sturm Architects, Ltd.

Name: William Sturm
Address: 427 South Clay Street, Hinsdale, Illinois 60521
City/Zip: Chicago, Illinois 60642
Phone/Fax: (312) 595 / 0370 x 314
E-Mail: bsturm@serenasturm.com

Owner St. Isaac Jogues Parish

Name: Thomas Sullivan
Address: 306 W. Fourth Street
City/Zip: Hinsdale, Illinois 60521
Phone/Fax: (630) 655 / 6666
E-Mail: Tom@sijhinsdale.com

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

Name: Jay Womack, WRD Environmental
Title: Landscape Architect
Address: 445 N. Sacramento Blvd.
City/Zip: Chicago, Illinois 60612
Phone/Fax: (773) 722 / 9870 x 114
E-Mail: jwomack@wrdenvironmental.com

Name: _____
Title: _____
Address: _____
City/Zip: _____
Phone/Fax: (____) _____ / _____
E-Mail: _____

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

- 1) Not applicable
- 2) _____
- 3) _____

II. SITE INFORMATION

Address of subject property: 427 South Clay Street, Hinsdale, Illinois 60521

Property identification number (P.I.N. or tax number): _____ - _____ - _____ - Tax Exempt

Brief description of proposed project: To connect to and serve Preschool Classrooms in the existing School's (Convent) lower level, a Preschool Playground (see Exhibits A, B, C, D, E & F)

is to be located in an existing southern courtyard of the School campus. The Playground will be bordered by the existing School (Convent) on the west, the existing School on the north, the existing Gymnasium

on the east and existing retaining wall on the south. Enclosed by a four foot security fence, the Playground will contain walkways for trikes/running, a protected bed for existing plants/trees and an area of mulch for play.

General description or characteristics of the site: The site is mostly level except for a raise in grade on the southern border.

Currently there exist concrete walkways, a stair and trees (with associated dedication plaque) that will remain. An existing chain link fence,

brick paver walkway and abandoned mechanical units with an existing wooded fence will be removed. (see Exhibits B & E).

Existing zoning and land use: IB - Institutional Building

Surrounding zoning and existing land uses:

North: R-4 Single Family Residential

South: R-4 Single Family Residential

East: R-4 Single Family Residential

West: R-4 Single Family Residential

Proposed zoning and land use: No change.

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

☐ Site Plan Approval 11-604

☐ Map and Text Amendments 11-601E
Amendment Requested: _____

☐ Design Review Permit 11-605E

☐ Exterior Appearance 11-606E

☒ Planned Development 11-603E

☐ Special Use Permit 11-602E

Special Use Requested: _____

☐ Development in the B-2 Central Business
District Questionnaire

TABLE OF COMPLIANCE

Address of subject property: 427 South Clay Street, Hinsdale, Illinois 60521

The following table is based on the IB - Institutional Building Zoning District.

	Minimum Code Requirements	Proposed/Existing Development
Minimum Lot Area (s.f.)		No change to existing
Minimum Lot Depth	250 ft.	No change to existing
Minimum Lot Width	200 ft.	No change to existing
Building Height	40 ft. (Spires @ 70 ft.)	No change to existing
Number of Stories		No change to existing
Front Yard Setback	35 ft.	No change to existing
Corner Side Yard Setback	35 ft.	No change to existing
Interior Side Yard Setback	25 ft.	No change to existing
Rear Yard Setback	25 ft.	No change to existing
Maximum Floor Area Ratio (F.A.R.)*	.5	No change to existing
Maximum Total Building Coverage*		No change to existing
Maximum Total Lot Coverage*		
Parking Requirements		No change to existing
Parking front yard setback	35	No change to existing
Parking corner side yard setback	35	No change to existing
Parking interior side yard setback		No change to existing
Parking rear yard setback		No change to existing
Loading Requirements	1	No change to existing
Accessory Structure Information		No change to existing

* 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: Per ordinance "Outdoor Activity Areas" require "landscaped open space at least twenty feet (20") wide or by a buffer

found by the village manager to be reasonably sufficient to create a visual barrier, to absorb and diffuse noise, and to ensure the private enjoyment of said lot." It is St. Isaac's petition that the

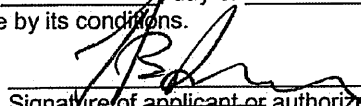
Playground's southern border which will be 11'-9" from the property line when abutting an existing retaining wall holding grade for Gymnasium exiting, represents just such an excellent barrier.

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 kind 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 seventeenth day of July, 2015, I/We have read the above certification, understand it, and agree to abide by its conditions.


Signature of applicant or authorized agent

Tom Sullivan, St. Isaac Jogues Parish

Name of applicant or authorized agent


Signature of applicant or authorized agent

William Sturm, Serena Sturm Architects, Ltd.

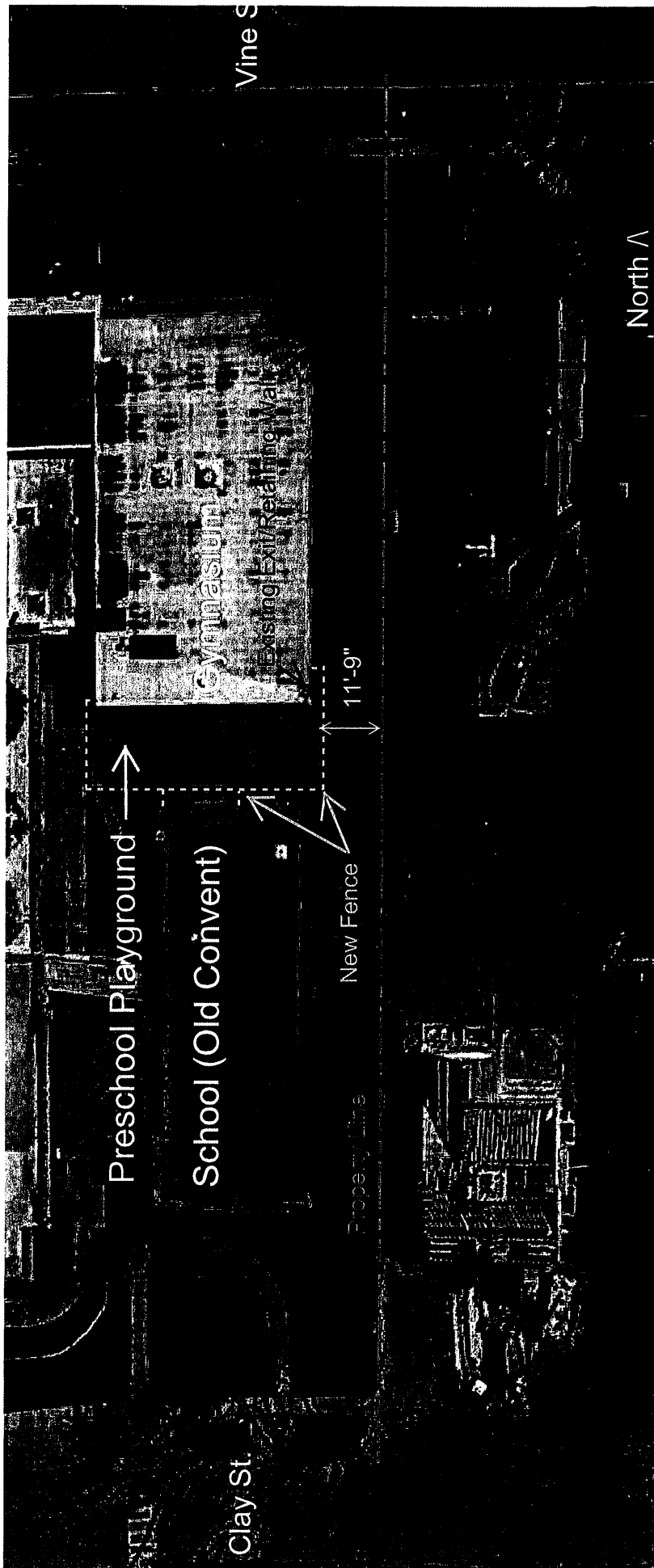
Name of applicant or authorized agent

SUBSCRIBED AND SWORN
to before me this 17 day of

July, 2015.

OFFICIAL SEAL
CATHERINE M BOOTH
Notary Public - State of Illinois
My Commission Expires Apr 24, 2019

Notary Public



ST. ISAAC JOGUES SCHOOL
NEW PRESCHOOL PLAYGROUND

2014-08-01
No. 5-04

SERENA STURM
ARCHITECTS



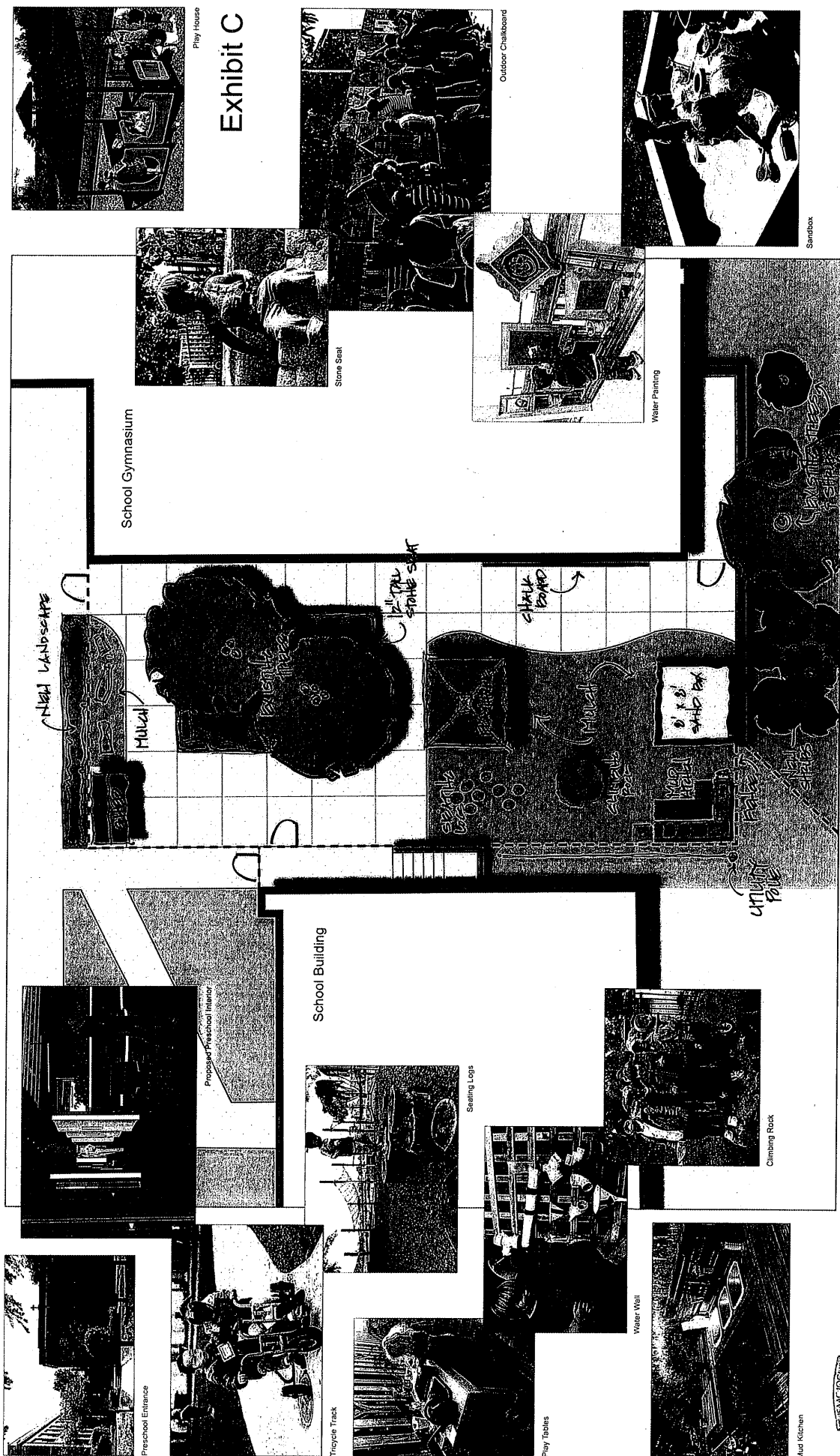


Exhibit D

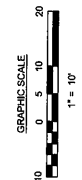
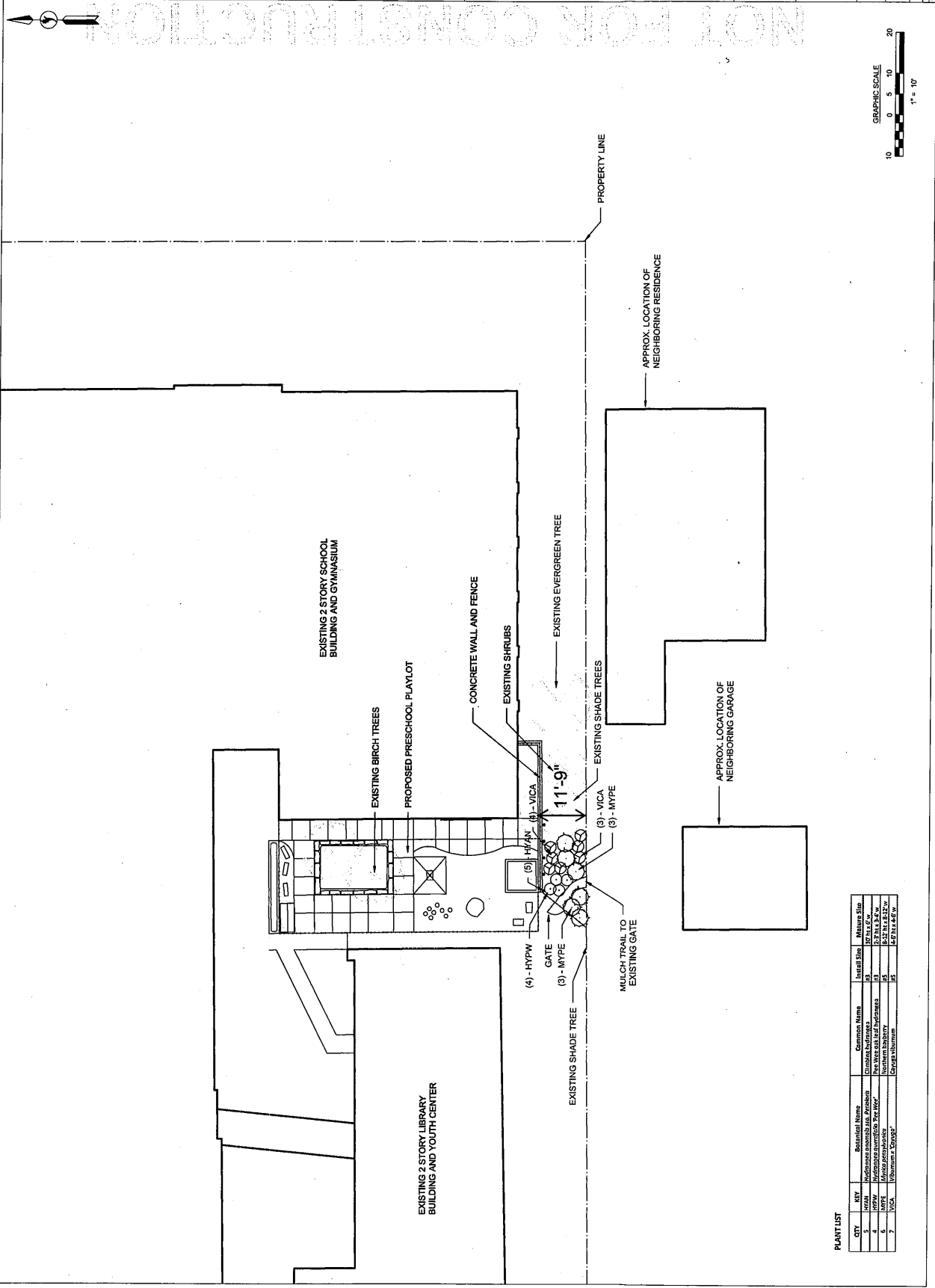
St. Isaac Jogues
421 South Clay Street
Hinsdale, IL 60521



WRD ENVIRONMENTAL
4450 SOUTH CLAY STREET
CHICAGO, IL 60632
TEL: 773.329.8870 FAX: 773.329.8871

DATE: 10/20/2010
PROJECT: PRESCHOOL PLAYGROUND
SIE Design
421 South Clay Street
Hinsdale, IL 60521

EXHIBIT: LANDSCAPE SCREEN				
SHEET	DATE	DESIGNED	APPROVED	DATE
LXX	10/20/2010	JM	DW	10/20/2010
PROJECT NUMBER:				
DATE: 10/20/2010				
BY: J. J. J. J. J.				



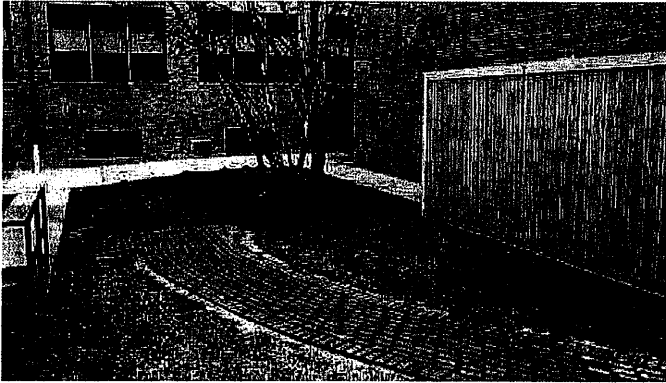
PLANT LIST

QTY	REV	Botanical Name	Common Name	Install Size	Mature Size
3	1	Hydrangea paniculata 'Mophead'	Common Hydrangea	3'	32' H x 6' W
4	1	Hydrangea paniculata 'Mophead'	Common Hydrangea	3'	32' H x 6' W
6	1	Hydrangea paniculata 'Mophead'	Common Hydrangea	3'	32' H x 6' W
2	1	Viburnum x Spirea	Spirea Shrub	12'	24' H x 12' W

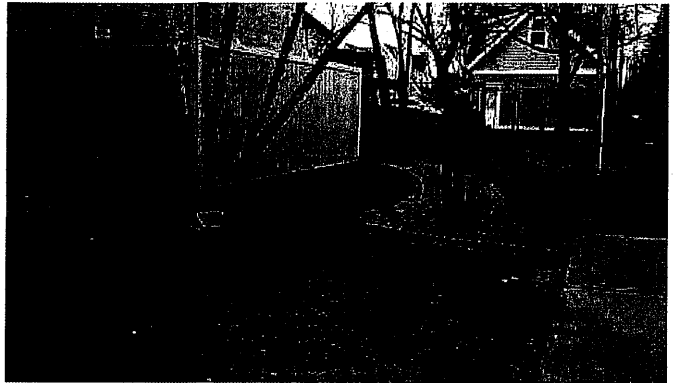
SERENA STURM

Project: St. Isaac Jogues Preschool Playground
Project Number: 2014.08.01

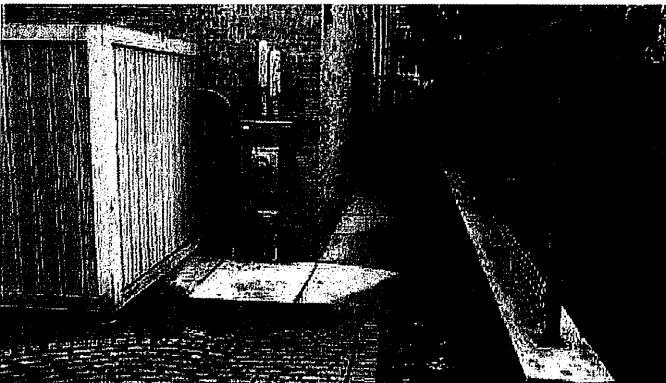
Document: Existing Site Conditions



1. View to northeast: Pavers and wood screen removed. Trees remain. New fence.



2. View to southeast: Pavers and wood screen removed. Trees remain. Fence replaced and extended.



3. View to east: Existing gym exit. Pavers and wood screen removed. Electric panel to remain. Fence to be replaced.



4. View to west: Electric panel and support wires to remain. Fence replaced and extended.

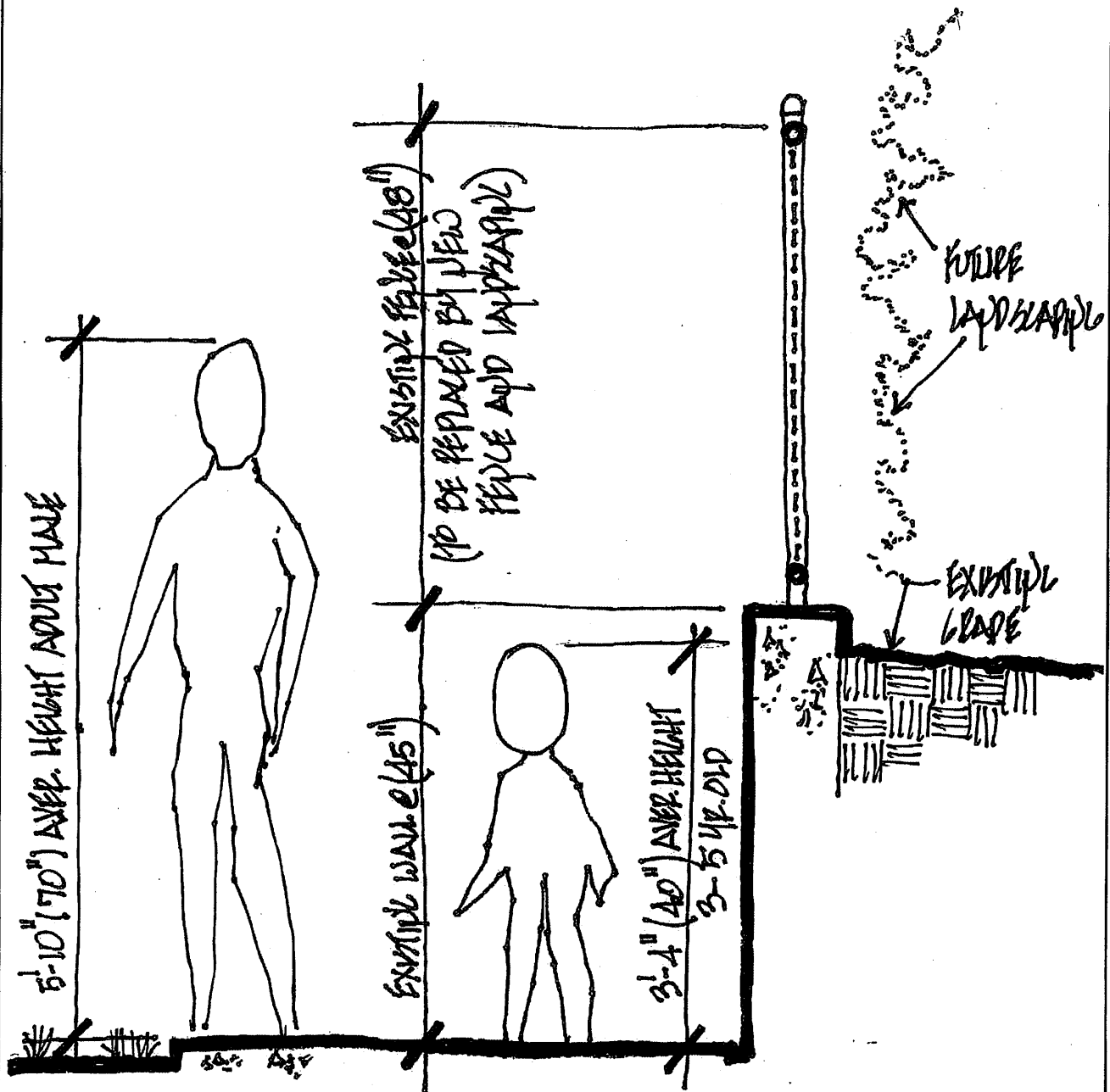


5. View to northwest: Electric panel and support wires remain. Pavers removed. Fence extended.



6. View to north: Fence extended. Pavers and wood screen removed. Trees remain.

Exhibit F



DATE:
2015-07-23

SHEET REF:

Section Thru Existing Retaining Wall

PROJECT NO:
2014.08.01

SCALE:
3/4"=1'-0"

St. Isaac Jogues Preschool Playground
St. Isaac Jogues Parish
306 West Fourth Street, Hinsdale, Illinois 60521

SKETCH NO:
ASK-20150723-1

SERENA STURM[®]
ARCHITECTS

T 312.595.0370

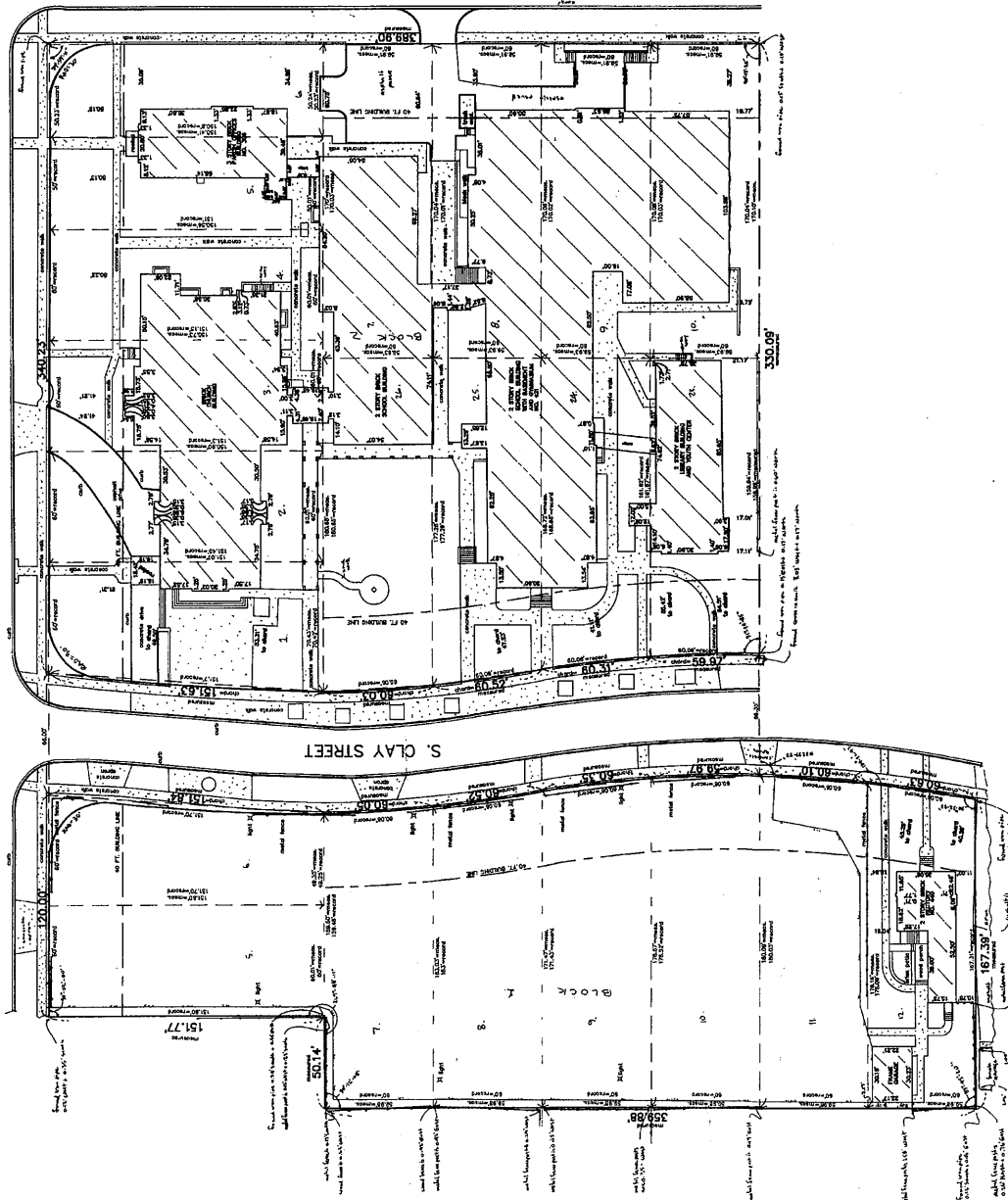
WWW.SERENASTURM.COM

Plat of Survey

LOTS 5 TO 12, BOTH INCLUSIVE, IN BLOCK 1 AND LOTS 1 TO 10, BOTH INCLUSIVE, AND LOTS 23 TO 26, BOTH INCLUSIVE, IN BLOCK 2 IN HINSDALE TERRACE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 25, 1923 AS DOCUMENT NO 165987, IN DUPAGE COUNTY, ILLINOIS.

W. FOURTH STREET

LOTS 6 TO 12, BOTH INCLUSIVE, IN BLOCK 1 AND LOTS 1 TO 10, BOTH INCLUSIVE, AND LOTS 23 TO 26, BOTH INCLUSIVE, IN BLOCK 2 IN HINSDALE TERRACE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 12, TOWNSHIP 30 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 26, 1923 AS DOCUMENT NO 155697, IN DUPAGE COUNTY, ILLINOIS.



JOSEPH M. DE CRAENE
ILLINOIS LAND SURVEYOR
8710 SKYLINE DRIVE
HENSCHALE, IL 60537
(800) 790-0808
FAX (830) 790-0807

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

DATE MARCH 5 1961

ORDERED BY: ST. JAMES JOSEPH

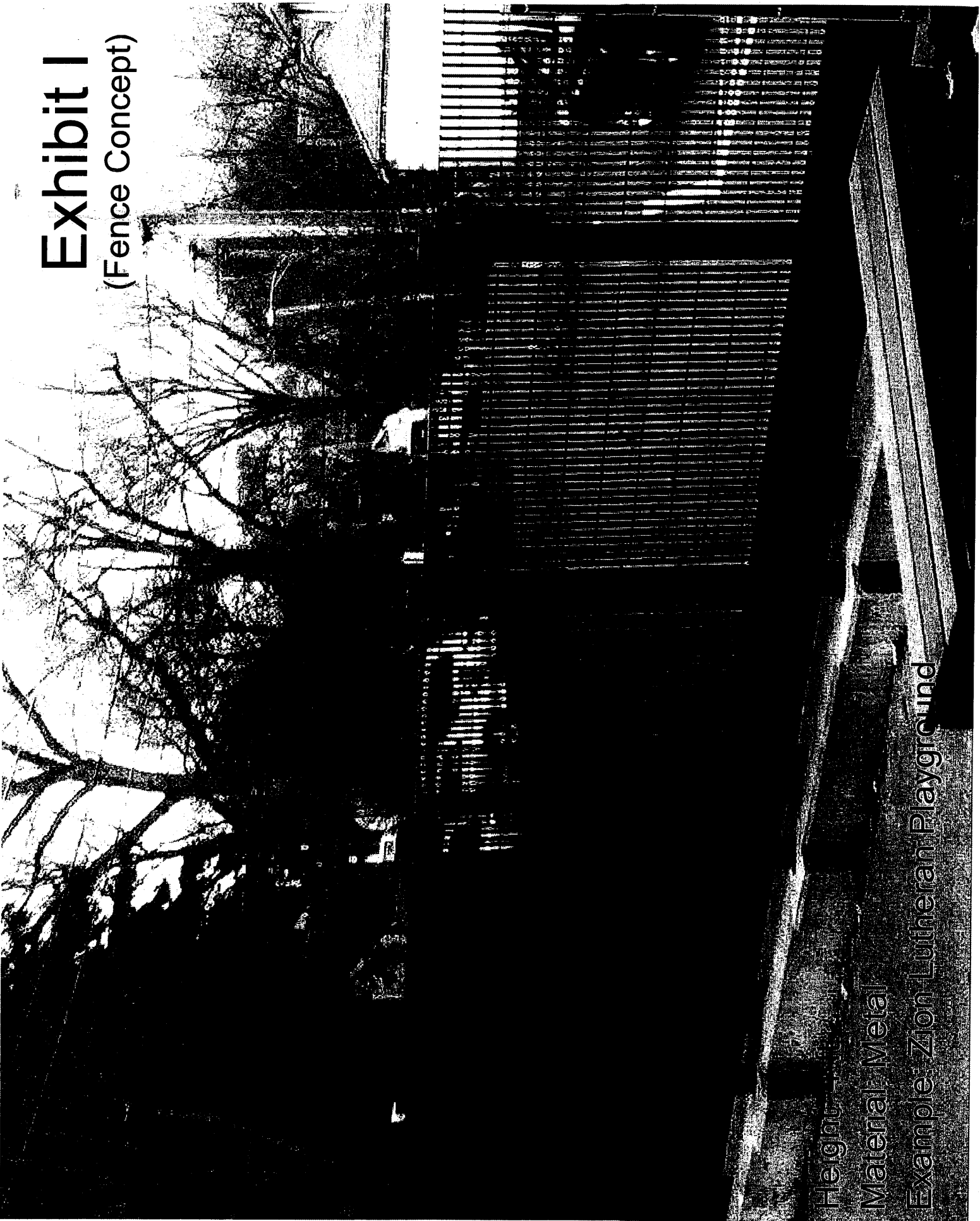
ORDER NO. 12-0-770 JOHN M. DE CRANE
 COPYRIGHT 2004



NOTES:
CHECK FOR ELEMENTS, BOLDING LINES AND OTHER INSTRUCTIONS, IF ANY.
DO NOT SHOW PERSON, SURVEYOR NAME MADE NO INVESTIGATION ON
INDEPENDENT SEARCH FOR ELEMENTS, EXCERPTS, RESTRICTIONS,
OR ANY OTHER FACTS THAT A COMMENT TYPE BRANCH MAY OCCUR.
SCALE PERSON MAY BE USED FOR PERSON ELEMENTS.
ON TRIM REPRODUCTION REPRODUCTION, DO NOT SCALE FROM PLAT
COMBAT WITH SURVEYOR PRIOR TO USING THIS PLAT FOR ANY
DO NOT ASSUME THAT PROPERTY OWNERS INDICATED MORTGAGE
SURVEY PLAT NOT VALID UNTIL SUFFICIENT APPROPRIATE OF SURVEYOR

Exhibit I

(Fence Concept)



Height - 6' 0" - 6' 6"
Material - Metal
Example - Zion Lutheran Playground

VILLAGE OF HINSDALE

ORDINANCE NO. 02005-14

**AN ORDINANCE AMENDING ORDINANCE NOS. 094-19 AND 096-3
AND AMENDING A SPECIAL USE PERMIT,
PLANNED DEVELOPMENT FINAL PLANS, SITE PLANS,
AND EXTERIOR APPEARANCE PLANS
FOR 306 WEST FOURTH STREET
(Case Number A-17-2004)**

WHEREAS, St. Isaac Jogues Church (the "Applicant") is the legal title owner of the property consisting of 4.81 acres and the building improvements located thereon, commonly known as 306 West Fourth Street in the Village of Hinsdale (the "Subject Property"), which Subject Property is legally described on Exhibit A attached to and made a part of this Ordinance by reference; and

WHEREAS, the Applicant previously filed an application for, and received approval of, a special use permit, planned development final plans, and site plans for additions to the church and other building improvements presently located on the Subject Property, which approvals were initially granted by Hinsdale Ordinance No. 094-19 and later amended by Hinsdale Ordinance No. 096-3 (the "Granting Ordinances"); and

WHEREAS, the Subject Property includes two parcels, both classified in the IB Institutional Buildings District pursuant to the Hinsdale Zoning Code, with one parcel being located on the west side of South Clay Street (the "West Parcel") and the second parcel being located on the east side of Clay Street (the "East Parcel"); and

WHEREAS, the existing floor area ratio ("FAR") of the building improvements on the Subject Property is 0.49, which is less than the maximum FAR of 0.50 that is allowed on the Subject Property; and

WHEREAS, the Applicant recently filed an application requesting certain amendments to the Granting Ordinances to allow an increase to the existing FAR on the Subject Property to 0.55 from 0.50 for the purpose of constructing an approximately 6,266-square-foot addition to the church, which is located at the southeast corner of Fourth and Clay Street on the East Parcel (the "Application"); and

WHEREAS, a variation authorizing a maximum FAR of 0.77 was previously granted for the East Parcel, and the building addition now proposed by the Applicant would authorize an FAR of 0.83 on the East Parcel; and

WHEREAS, the Hinsdale Plan Commission conducted a public hearing to consider the Application on February 9, 2005, pursuant to notice thereof properly published in the Hinsdale Doings; and

WHEREAS, on March 9, 2005, the Plan Commission conducted a public meeting, and, after considering the Application, all of the testimony and evidence presented at the public hearing, and all of the facts and circumstances affecting the Application, the Plan Commission voted to recommend to the President and Board of Trustees approval of the Application as set forth in the Plan Commission's Findings and Recommendations for PC Case No. A-17-2004; and

WHEREAS, the Zoning and Public Safety Committee of the Village of Hinsdale Board of Trustees considered the Application, the Findings and Recommendations of the Plan Commission, and all the facts and circumstances related to the Application, and made its recommendation to the President and Board of Trustees at a public meeting on March 28, 2005; and

WHEREAS, the President and Board of Trustees are authorized by Sections 11-602, 11-603, 11-604, and 11-606 of the Zoning Code to approve the proposed Application, as provided in this Ordinance;

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

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

Section 2. Approval of Amended Special Use Permit and Planned Development Final Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Sections 11-602 and 11-603 of the Zoning Code, hereby approves an amendment to the special use permit and planned development final plans to authorize the development of the Subject Property as proposed by the development plans prepared by Serena Sturm and having no last revision date in the form attached to and by this reference incorporated into this Ordinance as Exhibit B (the "Approved Development Plans"), subject to the conditions stated in Section 6 of this Ordinance.

Section 3. Approval of Site Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Section 11-604 of the Zoning Code, hereby approves the site plans attached to and by this reference incorporated into this Ordinance as Exhibit C (the "Approved Site Plans"), subject to the conditions stated in Section 6 of this Ordinance.

Section 4. Approval of Exterior Appearance Plans. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Section 11-606 of the Zoning Code, does hereby approve the exterior appearance plans attached to and by this reference incorporated into this Ordinance as Exhibit D (the "Approved Exterior Appearance Plans"), subject to the conditions stated in Section 6 of this Ordinance.

Section 5. Grant of Certain Modifications. The Board of Trustees, acting pursuant to the authority vested in it by the laws of the State of Illinois and by Section 11-603 of the Zoning Code, does hereby grant the following modifications of certain requirements of the Zoning Code:

- A. A decrease in the required front yard (along Fourth Street) to 30 feet, 11 inches from 35 feet (as required by the Zoning Code) and 40 feet (as required by the Plat of Subdivision) for the porte cochere; and
- B. A decrease in the required corner side yard (along the west side of Clay Street) to 0 feet from 35 feet for three new off-street parking spaces; and
- C. An increase the allowable FAR on the Subject Property overall to 0.55 from 0.5; and
- D. An increase the allowable FAR on the East Parcel to 0.83 from 0.77; and
- E. A extension of the period of time of validity of the approvals granted in this Ordinance to three years after the effective date of this Ordinance; and
- F. A modification of Subsection 11-101K of the Zoning Code limiting the authority of the Village Manager to extend, for good cause shown, the period of time of validity of the approvals granted in this Ordinance to one year in addition to the three years provided in Subsection 5E of this Ordinance (for a total potential time of validity of four years after the effective date of this Ordinance).

Section 6. Conditions on Approvals. The approvals granted in Sections 2, 3, and 4 and the waivers granted in Section 5 of this Ordinance are granted expressly subject to all of the following conditions:

- A. **No Authorization of Work.** This Ordinance does not authorize the commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work of any kind shall be commenced on the Subject Property until all conditions of this Ordinance precedent to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. **Engineering Plans.** Prior to the issuance of any building permit for any work on the Subject Property, the Applicant shall submit to the Village Engineer detailed final engineering plans (the "Engineering

Plans"). After approval by the Village Engineer, the Engineering Plans, automatically and without further action by the Village, shall be deemed to be incorporated in and made a part of the Approved Site Plans.

- C. Compliance with Codes, Ordinances, and Regulations. Except as specifically set forth in this Ordinance, the provisions of the Hinsdale Municipal Code and the Zoning Code shall apply and govern the development of the Subject Property. All such development shall comply with all Village codes, ordinances, and regulations at all times.
- D. Compliance with Approved Plans. All development within the Subject Property shall be undertaken only in strict compliance with the Village-approved planned development final plans, including without limitation the Approved Site Plans, the Approved Exterior Appearance Plans, and other Village-approved plans.
- E. 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 7. Violation of Condition or Code. Any violation of any term or condition stated in this Ordinance or any applicable code, ordinance, or regulation of the Village shall be grounds for the immediate rescission by the Board of Trustees of the approvals made in this Ordinance.

Section 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 April 2005.

AYES: TRUSTEES LENNOX, WILLIAMS, BLOMQUIST, WOERNER, JOHNSON AND ELLIS.


NAYS: NONE

ABSENT: NONE

APPROVED this 5th day of April 2005.


Village President

ATTEST:


Village Clerk



2699797_v2
psdata/ord&res/pc2004/a172004.doc

Exhibit B- Approved Development Plans



PERCENT

YEARS

Believe in the existence of God

Do not believe in the existence of God

2003 Campbell Avenue, Northbrook, IL 60062
 PH: 847.566.8320 FAX: 847.566.8321

EXHIBIT A

LEGAL DESCRIPTION

LOTS 5 TO 12 BOTH INCLUSIVE, IN BLOCK 1 AND LOTS 1 TO 10, BOTH INCLUSIVE, AND LOTS 23 TO 26, BOTH INCLUSIVE, IN BLOCK 2 IN HINSDALE TERRACE, BEING A SUBDIVISION OF PART OF THE WEST ½ OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 25, 1923 AS DOCUMENT NO. 165987, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS 306 WEST 4TH STREET, HINSDALE, ILLINOIS.

Conceptual Landscape Plan

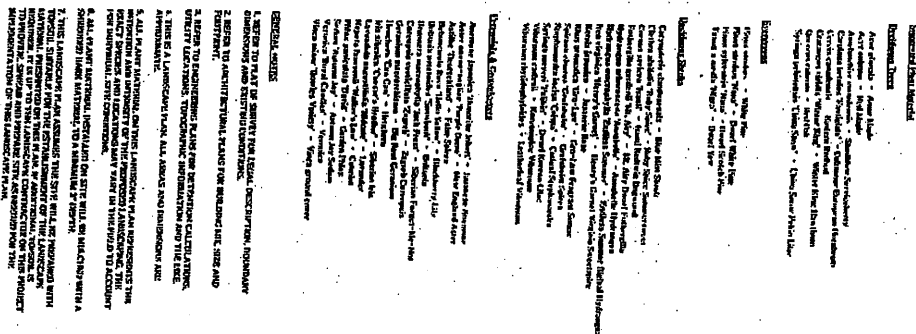
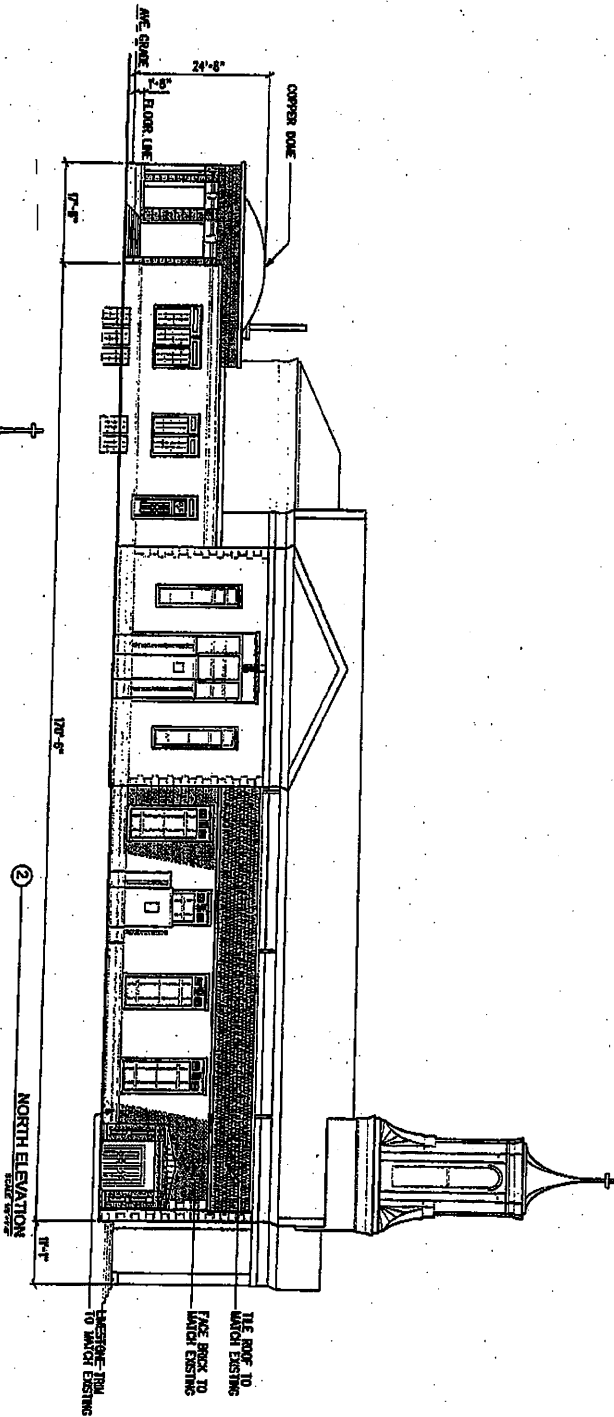
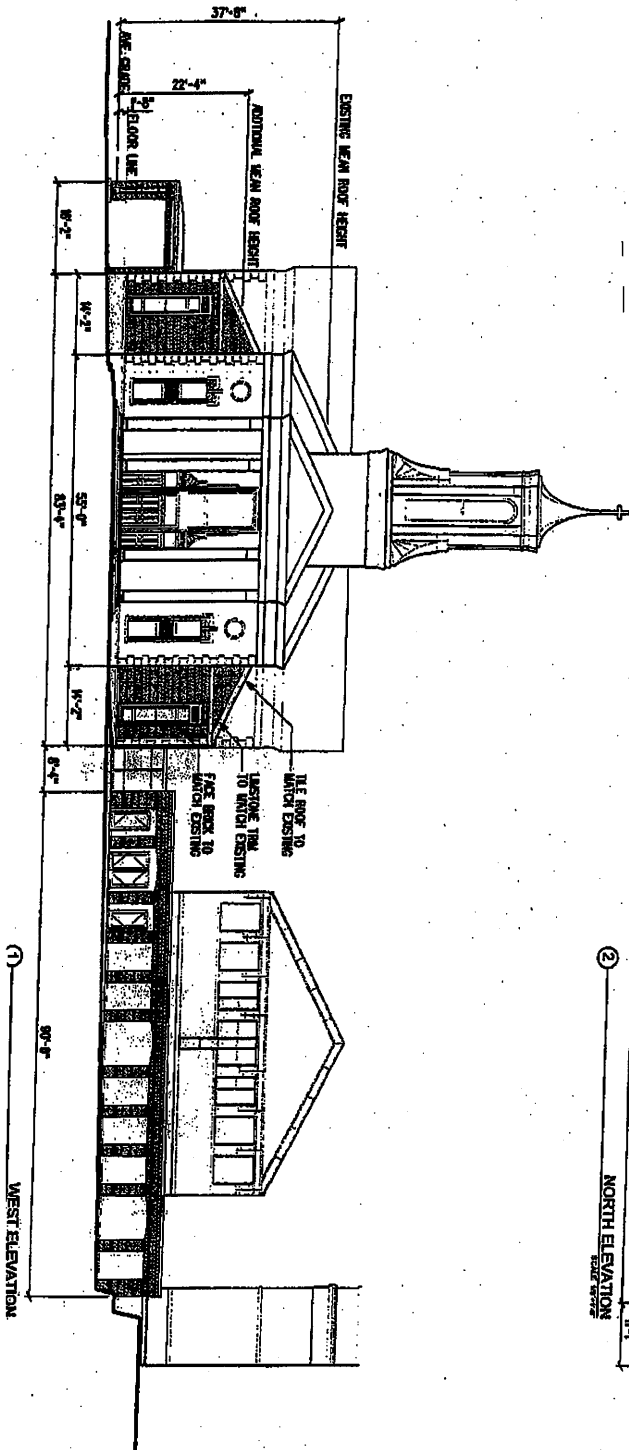


Exhibit D

Approved Exterior Appearance Plans

Exhibit B -

Approved Development Plans

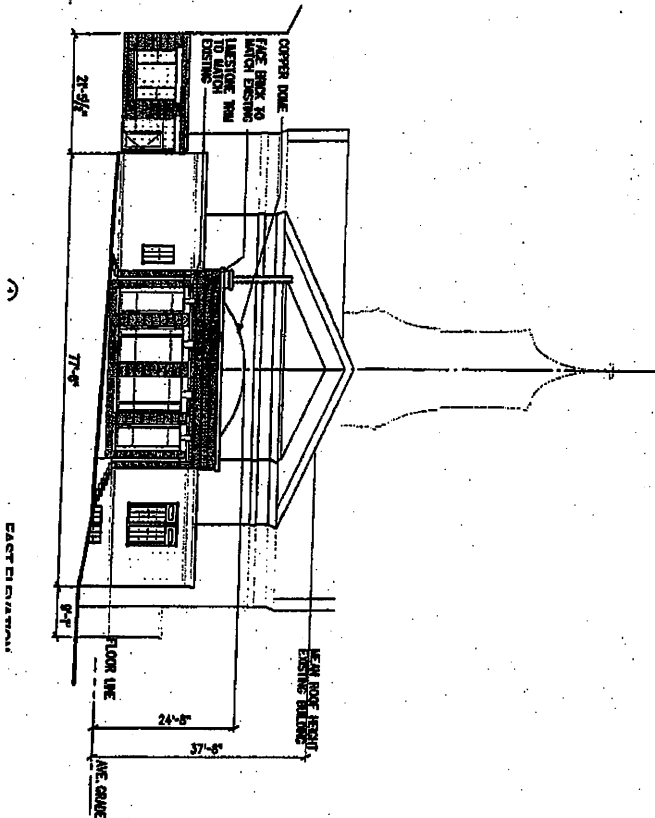


CHURCH RENOVATION/ADDITION St. Isaac Jogues Church 411 South Clay Street Hinsdale, IL 60521		SERENA STUARN 2211 Commercial Road, Suite 100, Naperville, IL 60563 TEL: 630.333.3333 FAX: 630.333.3333
--	--	--

EXHIBIT E

Exhibit D Approved Exterior Appearance Plans

Exhibit B-
Approved
Development
Plans



CHURCH RENOVATION/ADDITION St. Isaac Jogues Church 411 South Clay Street Hinsdale, IL 60521		SERENA STURN 2022 Commercial Project, Hinsdale, IL, 60521 PLS: 637.544.0378 FAX: 637.544.0378
--	--	---

HINSDALE PLAN COMMISSION

RE: A-17-2004: St. Isaac Jogues Church– 306 West Fourth Street – Map Amendment at 440 South Clay Street from R4 to IB, Amend Special Use Permit and Planned Development, Exterior Appearance Plans and Site Plan

DATE OF PLAN COMMISSION REVIEW: February 9, 2005 and March 9, 2005

DATE OF ZONING AND PUBLIC SAFETY REVIEW: March 28, 2005

FINDINGS AND RECOMMENDATION

I. FINDINGS

1. St. Isaac Jogues Church has submitted an application to the Village of Hinsdale for a map amendment to IB Institutional Buildings District for 440 South Clay Street, to amend the existing special use permits for a Membership Organization, Private School and Planned Development for the entire site, Exterior Appearance Review and Site Plan Review to allow the expansion of the membership organization at 306 West Fourth Street.
2. The applicant is proposing to rezone the property at 440 South Clay Street which is improved with a single-family residence from R-4 Single Family Residential District to IB Institutional Buildings. No changes are proposed to the existing residence that is adjacent to the applicant's parking lot.
3. In 1994 the original planned development ordinance was granted for the entire site. This ordinance was amended in 1996 and again in 2001. However, the 2001 approvals lapsed.
4. The applicant is proposing an approximate 6,266 square foot expansion to the existing membership organization building located at the southeast corner of Fourth and Clay Streets. The addition consists of four sections, two areas totaling 2,083 square feet on the main building, a 621 square foot chapel area, a 1,050 square foot expansion of the childcare facility and a 2,512 square foot narthex addition.
5. The Commission heard a presentation from the applicant regarding the proposed site improvements along with comments from the audience.
6. The Plan Commission expressed concern over the proposed narthex design and requested that additional information be provided about the narthex, use of open space and that a traffic study to be completed based on the increase in the number of seats to the church.
7. During their deliberations the Plan Commission reviewed a traffic report that was submitted by the applicant that suggested there would be minimal impact on the existing traffic patterns for the proposed building addition. In addition the applicants architect provided more detailed building elevations of the proposed narthex.

8. The Plan Commission finds that the request for a map amendment for the 440 South Clay Street property does not meet the standards in Section 11-601 of the Zoning Code.
9. The Plan Commission specifically finds that the Application, without the map amendment, satisfies the standards in Sections 11-602, 11-603, 11-604, and 11-606 of the Zoning Code applicable to approval of special use permit, planned development, site plans and exterior appearance plans.
10. As part of the planned development, the applicant requested the following waivers:
- Decrease front yard setback (Fourth Street) from 35(code)/40(recorded line) feet to 30'11" for the porte cochere;
 - Decrease corner side yard setback (west side of Clay Streets) 35 feet to zero feet for three new parking spaces;
 - Increase the allowable floor area ratio from 0.5 to 0.55 for the entire site;
 - Increase the allowable floor area ratio from 0.77 to 0.83 for the "East" site based on the 1994 adopting ordinance.
 - The ordinance shall be valid for three years, with the Village Manager, upon written request, may for good cause shown and without any notice or hearing grant an extension of not more than one year (use language as currently found in code and change dates).
 - The applicant provide a security system for the chapel addition.

II. RECOMMENDATION

The Village of Hinsdale Plan Commission, by a vote of 7 "Ayes," 0 "Nay," and 2 "Absent" recommends that the President and Board of Trustees deny the Application for rezoning of 440 South Clay Street from R-4 to IB.

The Village of Hinsdale Plan Commission, by a vote of 5 "Ayes," 2 "Nay," and 2 "Absent" recommends that the President and Board of Trustees approve the Application, including an amendment to the existing special use permit for a membership organization, private school and planned development.

The Village of Hinsdale Plan Commission, by a vote of 2 "Ayes," 5 "Nay," and 2 "Absent" recommends that the President and Board of Trustees disapprove the Application for site plan disapproval, therefore, the submitted site plan is approved.

The Village of Hinsdale Plan Commission, by a vote of 5 "Ayes," 2 "Nay," and 2 "Absent" recommends that the President and Board of Trustees approve the Application for exterior appearance plans.

THE HINSDALE PLAN COMMISSION


By: _____


Chairman

Dated this 13th day of 2005.

DATE: March 31, 2005

REQUEST FOR BOARD ACTION

AGENDA	ORIGINATING DEPARTMENT
SECTION NUMBER CONSENT	Public Services
ITEM Case A-17-2004 – St. Isaac Jogues Church – Map Amendment for 440 South Clay from R-4 to IB, amendments to the existing special use permit and planned development, exterior appearance plans and site plan review	APPROVAL
<p>On February 9th, the Plan Commission conducted a public hearing and began deliberations on the application submitted by St. Isaacs Jogues Church for a map amendment from R4 to IB at 440 South Clay, in addition to a request to amend the existing special use permit and planned development and exterior appearance and site plan applications. The application is proposing an approximate 6,266 square foot building addition onto the church building located near the southeast corner of Clay and Fourth Streets</p> <p>On March 9th after receiving additional information regarding the proposed narthex, open space and a current traffic study, as requested, the Plan Commission completed its deliberations and unanimously recommended that the requested map amendment at 440 South Clay Street to IB be denied. The Commission recommended that the existing special use permit and planned development be amended to allow for the addition along with the exterior appearance plans and site plan be approved with waivers.</p> <p>Attached are the draft findings and recommendations and draft adopting ordinance.</p> <p>MOTION: To adopt an “Ordinance Amending Ordinance Nos. 094-19 and 096-3 and Amending A Special Use Permit, Planned Development Final Plans, Site Plans, and Exterior Appearance Plans for 306 West Fourth Street.”</p>	
APPROVAL 	MANAGER'S APPROVAL
APPROVAL	APPROVAL
APPROVAL	APPROVAL
COMMITTEE ACTION: At its March 28 th meeting the Zoning and Public Safety Committee moved to recommend approval of the above motion.	
BOARD ACTION:	

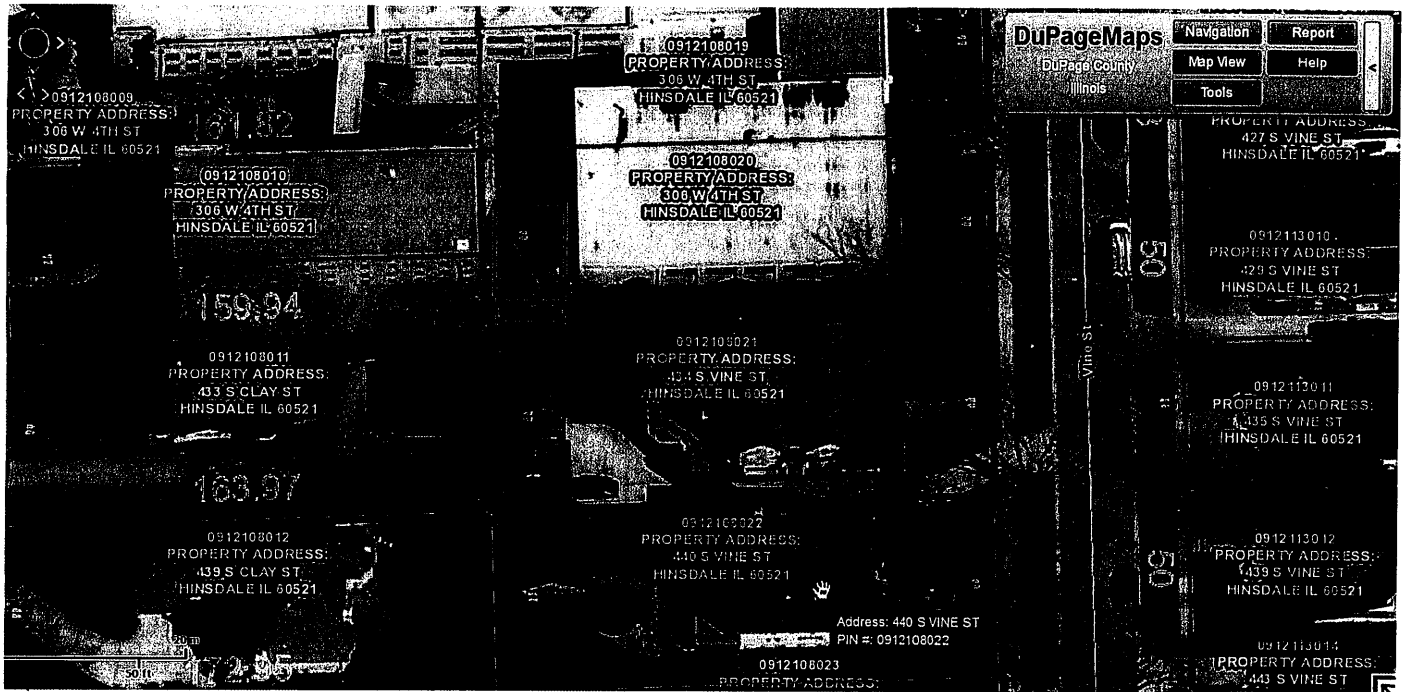
Psdata/motionb/pc2004/a172004stisaacsforward.doc

Attachment 3: Site Plan with Parcel Lines to Residence abutting the Project Area

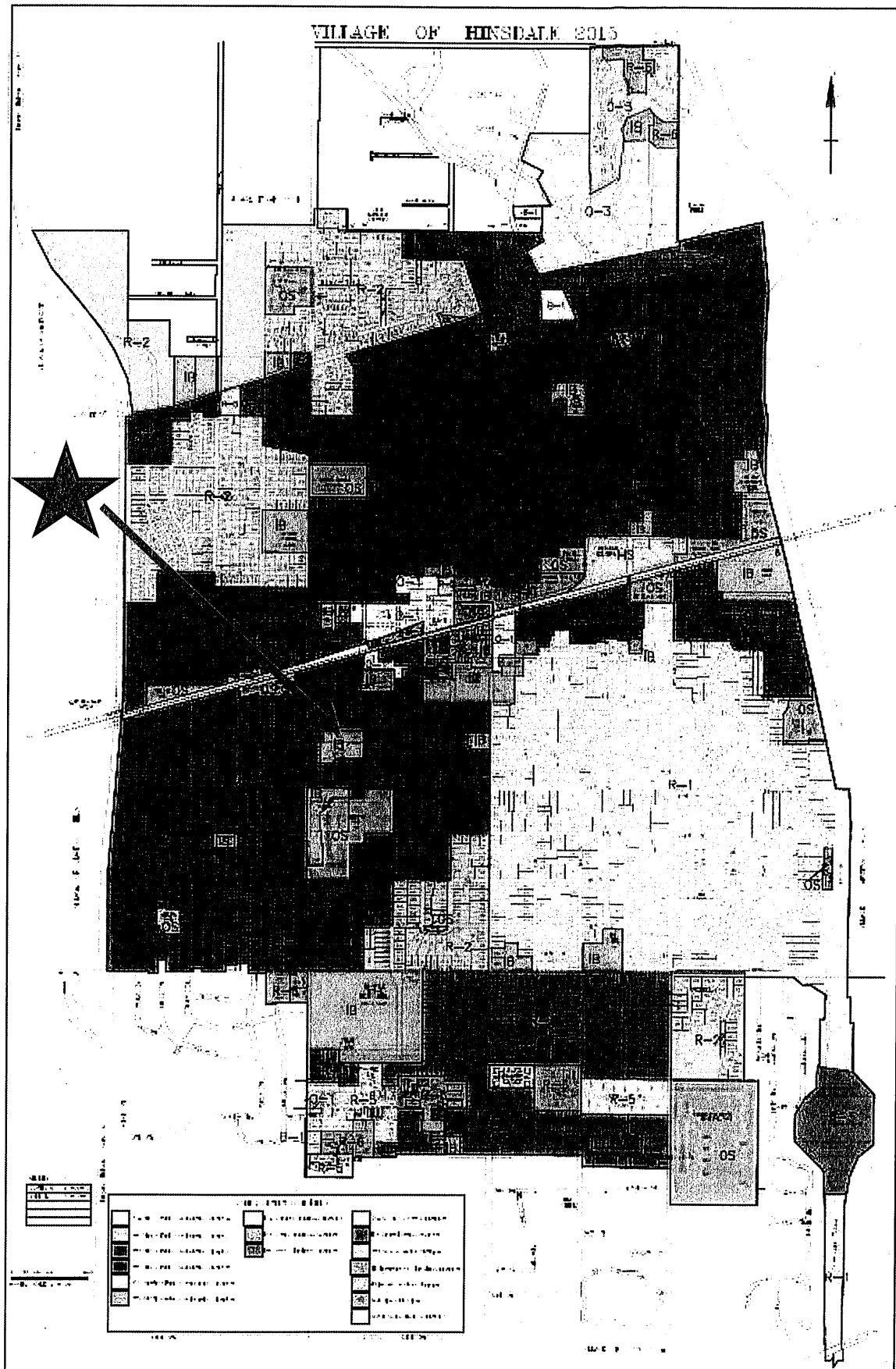
Orange: Proposed Playground Area

Blue: Proposed Landscape Area

Red: Residence Parcel Lines



Attachment 4: Village of Hinsdale Zoning Map and Project Location★



Saint Isaac Jogues Roman Catholic Church

306 West Fourth Street ♦ Hinsdale, Illinois 60521

630/323-1248 ♦ www.sij.net

Wednesday, August 26, 2015

Village of Hinsdale

19 E. Chicago Avenue

Hinsdale, IL 60521-3489

Attn: Chan Yu, Village Planner

Re: Major Adjustment to a Planned Development – First Reading
New Preschool Playground, St. Isaac Jogues Parish, 427 S. Clay St.

Dear Chan,

In accordance with the request made by the Board of Trustees at the August 18, 2015 meeting, I have contacted the Parish's southern neighbors at 434 S. Vine Street and 433 S. Clay Street to again review St. Isaac's intentions of constructing a new Preschool playground. The following profile the conversations that ensued.

434 S. Vine Street

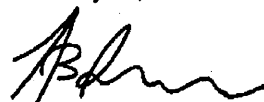
Not knowing the owners of this property which was for sale, in early May I initially sent an aerial exhibit of the intended playground (attached) to the listing real estate broker, asking that it be discussed with the current and/or prospective owners. On August 21st, I phoned Mr. Tim Fowler who we had researched to be the current owner of 434 S. Vine to act upon the Board's request to again contact neighbors. Mr. Fowler acknowledged seeing the exhibit and declined my offer to forward the specifics of later exhibits. He stated that he and St. Isaac had been good neighbors for the four years of his ownership and wanted this feeling to continue. He simply wanted to confirm that St. Isaac was not going to change the existing bordering fence which contained their dog and which allowed them to enjoy St. Isaac's southern property. I told him that St. Isaac had no current intention to alter conditions of the fence or the enjoyment of St. Isaac property. We left the conversation with no objections stated by Mr. Fowler to our future plans of a playground.

433 S. Clay Street

Mr. Kevin Curtis, the current owner/developer of 433 S. Clay Street has regularly been in contact with St. Isaac during the construction of the new residence on this property. Mr. Curtis previously sought and received approval to remove the existing chain link fence between the properties and to landscape this area of setback in a character similar to that of the setback at 434 Vine. During our August 21st phone call, he too acknowledged seeing the attached exhibit sent in May which explained the new playground's location and he similarly declined offers to forward him later exhibits. Mr. Curtis stated he was fine with the playground's location.

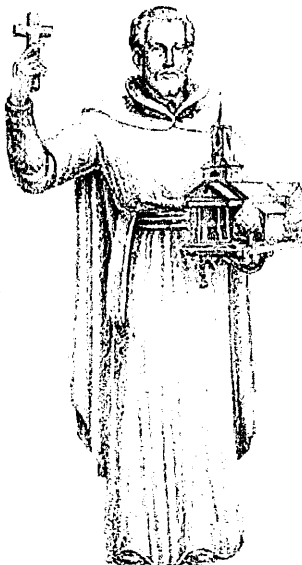
We feel these discussions with the neighbors have met the request of the Board.

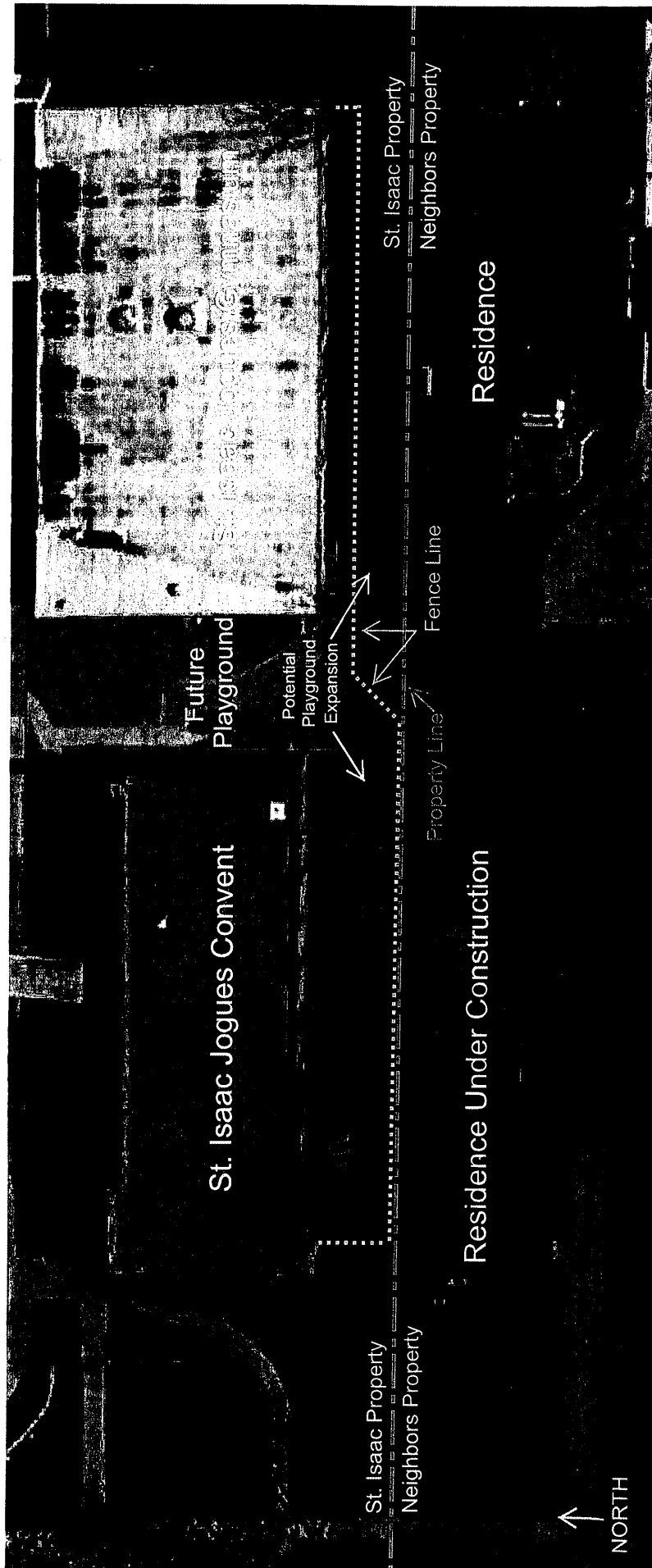
Thank you,



Thomas Sullivan
Director of Administration

Enc. 2015-04-03 Playground Boundaries.pdf





REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Non-Consent Agenda – EPS	ORIGINATING DEPARTMENT Public Services
ITEM Award of Bid #1592 for Brush Hill Train Station Renovations	APPROVED George Peluso Public Services Director

Background

Included in the FY15-16 Budget is \$198,000 for various improvements at the Village's Brush Hill Train Station. The exterior of the building has reached a point where tuck pointing and brick work, gutter replacement, and exterior painting should be considered. The last time the Village conducted any significant maintenance to the building was approximately 30 years ago.

The exterior brick mortar joints of the building are deteriorated due to weather and age, and professional tuck pointing and brick repairs are needed. The roof gutter system on the building needs to be replaced, as there are a number of sections that are leaking. In colder weather the leaking causes ice to build on the platforms and adjacent sidewalk, creating a pedestrian slip hazard. Further, the condition of the brick and mortar joints of the building are negatively affected by water leaking from the gutters. In order to protect the tuck pointing work, the gutters should be replaced concurrently. The exterior wood around the windows is also in poor condition and in need of painting and repair work due to age and exposure to weather.

The Village owns the depot building and leases the land beneath from the Burlington Northern Santa Fe Railroad. Any exterior improvements to the building are the responsibility of the Village. It is staff's opinion that the proposed work should be completed prior to the space being occupied due to the potential business disruption to the new tenant, Casa Margarita.

Bid Solicitation

Earlier this month, Public Services staff was directed to prepare bid specifications for the proposed work, and to solicit pricing through the competitive bid process. The work was advertised in the local paper, and an additional 15 bid packets were mailed out to potential bidders.

On August 13, 2015, sealed bids for the project were opened and read aloud. The bid results are as follows:

Bidder	Contract Price
April Building Services	\$307,685
K.R. Miller Contractors	\$388,838
Grove Masonry	\$403,790
Tyler Lane Construction	\$407,544
Matthews Inc.	\$489,000
A-One Group	\$589,000

The low bidder is April Building Services, Inc. of Roselle. The contractor has performed similar work on train station buildings. Their most recent project occurred in the Village of Riverside, where they performed tuck pointing and brick work on Riverside's train station located in the Central Business District. The contractor has also worked for the Village of Hinsdale in the past, including the tuck pointing of the Village Hall and Memorial Hall Buildings. They fully understand the Village's high level of standards for completing such work.

Although bids for this project came in higher than the budgeted amount, staff is recommending that we proceed with the work due to timing issues related to the new tenant that is set to occupy the vacant retail space at the station. The original budget amount was provided several years ago using the best estimate of Village staff, but after actually preparing bid specifications and bidding the project the final bid amount was significantly more than budgeted. Since we received six sealed bids for the work, it is highly unlikely that

deferring or re-bidding the work would yield a materially different financial result. Another significant factor impacting the budget variance is the inclusion of a number of expenses required by BNSF. Train flaggers and railroad protective liability insurance are both required in order for the work to be performed and were not included in the original budget estimates. Village Staff is researching various grant opportunities that can help assist with the funding of this project.

The overall timing and schedule of this project is relatively tight, considering that the tuck pointing, brick, and paint work must be completed before the onset of freezing temperatures. Any delay in commencement of the work could both impact the opening date of Casa Margarita and open the Village up to additional costs related to weather delays. Therefore, should the Village President and Board of Trustees elect to award this contract, staff recommends that the Board waive the First Reading and consider moving this project forward following its September 1st meeting.

MOTION: To waive the First Reading and award Bid #1592 for Brush Hill Train Station Renovations, including tuck pointing, lime stone brick repairs, copper gutter and downspout replacement, and painting improvements, to April Building Service, Inc. in the amount of \$307,685.

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

BID PACKAGE
INCLUDING
CONTRACT DOCUMENTS AND
SPECIFICATIONS FOR

VILLAGE OF HINSDALE
BID NO: 1592
BRUSH HILL TRAIN STATION RENOVATIONS;
Tuck Pointing, Lime Stone Brick Repairs, Copper Gutter and Downspout
Replacement, and Painting Improvements Complete.

Prepared by
Hinsdale Public Services Department

August 2015

TABLE OF CONTENTS

EXHIBIT A – INVITATION FOR BIDS AND INSTRUCTIONS FOR BIDDERS	IB-1 to IB-14
EXHIBIT B – GENERAL SPECIFICATIONS	GS-1
EXHIBIT C – SPECIAL PROVISIONS	SP-1 to SP-17
EXHIBIT D – BIDDERS PROPOSAL	BP-1 to BP-3
EXHIBIT E – COMPLIANCE WITH PREVAILING WAGE RATES	PW-1
EXHIBIT F – DRUG FREE WORKPLACE ACT	DA-1 to DA-2
EXHIBIT G – COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT	ADA-1
EXHIBIT H - EQUAL EMPLOYMENT OPPORTUNITY CLAUSE	EE-1 to EE-2
CONTRACT FOR BRUSH HILL TRAIN STATION RENOVATIONS	CD-1 to CD-22

EXHIBIT A

**VILLAGE OF HINSDALE, IL.
INVITATION FOR BIDS FOR
BRUSH HILL TRAIN STATION RENOVATIONS**

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN by the Village of Hinsdale, DuPage and Cook Counties and State of Illinois that proposals will be received for **Bid No. 1592, Village of Hinsdale Brush Hill Train Station Renovations inclusive of Tuck Pointing, Lime Stone Repair, Brick Replacement, Copper Gutter and Downspout Replacement and Installation, and Painting Improvements Complete.**

Sealed proposals will be received up to 9:00 a.m., **Thursday, August 13, 2015** in the office of the Village Clerk, Memorial Building, 19 East Chicago, Hinsdale, Illinois, 60521, and at that time publicly opened and read. Proposals received after the time so indicated shall be returned unopened.

Plans, specification, instructions and proposal forms are available for inspection at, and may be obtained from the Public Services Department at 225 Symonds Drive, Hinsdale, Illinois from 7:00 am – 3:30 pm.

All proposals must be submitted on the forms provided by the Village and must be accompanied by a bank cashier's check, bid bond, or certified check in the amount of 10% of the bid.

The Village reserves the right to reject any and all bids, or to waive any irregularities or any informalities when such waiver would not be detrimental to the best interest of the Village and would not prejudice the bidding process.

Questions about this bid package and its content should be directed to Jim Piontkowski, Building Maintenance Supervisor at (630) 789-7028 or jpiontkowski@villageofhinsdale.org.

Christine Bruton, Deputy Village Clerk
Village of Hinsdale

To be published in The Hinsdalean, **Thursday, July 30, 2015**

INSTRUCTIONS FOR BIDDERS

1. Bid Security

Each proposal shall be accompanied by a bid bond or bid deposit in the form of a certified check or cashier's check payable to the Village of Hinsdale for 10% of the contract price as a guarantee that the successful bidder will within fifteen (15) days after award of contract execute an agreement and file bonds and insurance as required by contract documents. The Village of Hinsdale will hold the bid security of the two lowest bidders until after the award of the contract and until the Village has received from the lowest bidder satisfactory bonds and certificates of insurance, within the specified time. All other bid security checks with the exception of the above shall be returned prior to the award of the contract.

2. Bid Forms

Bidders shall complete all information requested on the bid forms. The Village reserves the right to reject bids which are in variance with the bid forms or are not fully completed.

3. Award of Contract and Duration of Bid

Bids will be opened on the date and time stated in the Invitation for Bids and the contract will be awarded as soon as practical after the bid opening. The bids shall remain open for a period of sixty (60) days after the bid opening date.

4. Additional Requirements

The Contractor shall be required to comply with the Prevailing Wage Rates, Drug Free Workplace Act, and the Americans with Disabilities Act as they are applicable to this contract. A signed compliance statement for each must be included with the proposal (See Exhibits F, G, and H). In addition, the Contractor must comply with the Equal Employment Opportunity Clause as required by the Illinois Fair Employment Practices Commission. A signed compliance statement must be included with the proposal. (See Exhibit I).

5. **CONTRACTOR'S BOND REQUIREMENTS**

Faithful Performance Bond and Payment Bond

Upon the award of a contract, the successful bidder shall furnish to the Village of Flossmoor a Faithful Performance Bond and Payment Bond as set forth herein, secured by a surety company acceptable to the Village of Hinsdale, conditioned upon the faithful performance of all covenants and stipulations, and payment for materials and labor under this contract. The amount of the bonds shall be for the full amount of the contract.

6. **CONTRACTOR'S INSURANCE REQUIREMENTS**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The contractor will responsible, at their expense, blanket railroad liability from the proper agencies will working on the train platform.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: ISO Additional Insured Endorsement CG 2010 (Exhibit 1) or CG 2026 (Exhibit 2) and CG 20 01 04 13 (Exhibit 3).

- A. CG2037 – Completed Operations – (Exhibit 4)
Required if box is checked ☒; and
- B. Owners and Contractors Protective Liability (OCP) policy with the Village as insured
Required if box is checked ☐; and
- C. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- D. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

Coverage required for employee exposure to lead, if box is checked ☐.

- E. Builder Risk Property Coverage with Village as loss payee
Required if box is checked ☒.
- F. Environmental Impairment/Pollution Liability Coverage for pollution incidents as a result of a claim for bodily injury, property damage or remediation costs from an incident at, on or migrating beyond the contracted work site. Coverage shall be extended to Non-Owned Disposal sites resulting from a pollution incident at, on or mitigating beyond the site; and also provide coverage for incidents occurring during transportation of pollutants.
Required if box is checked ☐.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than the following, **if required under above scope:**

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. 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.
- B. Owners and Contractors Protective Liability (OCP): \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- C. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- D. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- E. Builder's Risk: Shall insure against "All Risk" of physical damage, including water damage (flood and hydrostatic pressure not excluded), on a completed replacement cost basis.
- F. Environmental Impairment/Pollution Liability: \$1,000,000 combined single limit per occurrence for bodily injury, property damage and remediation costs.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages

1. The Village, its officials, agents, employees and volunteers are to be covered as additional insureds as respects: liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
2. The Contractor's insurance coverage shall be primary and non-contributory as respects the Village, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, employees, agents and volunteers.
4. The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, employees, agents and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The contractor and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by Village. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as Kotecki v. Cyclops Welding.

B. Workers' Compensation and Employers' Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Village, its officials, employees, agents and volunteers for losses arising from work performed by Contractor for the municipality.

1. NCCI Alternate Employer Endorsement (WC 000301) in place to insure that workers' compensation coverage applies under contractor's coverage rather than Village's if the Village is borrowing, leasing or in day to day control of contractors employee.

Required if box is checked ☐.

C. Professional Liability (Required if box is checked ☐)

1. Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. Recommended Required Coverage (architect, engineer, surveyor, consultant): Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
 - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
 - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them, if that is the primary cause of injury or damage.

D. All Coverages

Each insurance policy required shall have the Village expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

VERIFICATION OF COVERAGE

Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, employees, agents and volunteers as additional insureds (Exhibit 4), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village before any work commences. The following additional insured endorsements may be utilized: ISO Additional Insured Endorsements CG 20 10 07 04 (Exhibit 1) or CG 20 26 07 04 (Exhibit 2), or CG 20 01 04 13 (Exhibit 3), and CG 20 37 07 04 (Exhibit 4), where required. The Village reserves the right to request full certified copies of the insurance policies and endorsements.

SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ASSUMPTION OF LIABILITY

The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

INDEMNITY/HOLD HARMLESS PROVISION

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Contractor, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village, its employees or agents, the Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials,

employees and agents, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

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

The Contractor further agrees that to the extent that money is due the Contractor by virtue of this contract as shall be considered necessary in the judgment of the Village, may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.

SAFETY/LOSS PREVENTION

Safety/Loss Prevention Program Requirements

- A. Successful bidder will provide written confirmation that a safety/loss prevention program was in place at least 90 days prior to submitting the bid proposal.
- B. Evidence of completed employee safety training can be provided.

Regulatory Requirements

- A. Successful bidder must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work.

Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations.

- B.** Evidence of specific regulatory compliance will be provided by bidder, if required by owner.

EXHIBIT 1

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
SAMPLE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT 2

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p style="text-align: center; font-size: 2em; opacity: 0.5; transform: rotate(-45deg);">SAMPLE</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT 3

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

EXHIBIT 4

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

EXHIBIT 5

(Example)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 Name of Insurance Broker	CONTACT NAME: Producer/Ins. Broker Contact Info.	
	PHONE (A/C No. Ext):	FAX (A/C No.):
INSURED Name of Contractor	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Name of Insurance Company	NAIC # Completed
	INSURER B: Name of Insurance Company	Completed
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y				MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY		Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ Per Request
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ Per Request
	DED	RETENTIONS				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	Policy Number Inserted	Policy Start Date	Policy Start Date	WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
	Professional Liability (other specialty coverages as requested)		Policy Number Inserted	Policy Start Date	Policy Start Date	\$1,000,000 per occurrence or as requested.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

List project number, location and description.

No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2026).

Coverage to additional insured is primary and non-contributory. Additional Insured: Member, its officials, employees, agents and volunteers.

Member named as cancellation notice recipient.

CERTIFICATE HOLDER

CANCELLATION

Name of Member	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 Signature of authorized insurance company representative

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ACORD 25 (2010/05)

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GENERAL SPECIFICATIONS

1. Payment for Work Performed

The Village, in consideration of the undertaking of the Contractor and the faithful accomplishment of the work, agrees to pay the Contractor the lump sum price for work performed after submission of invoices, upon acceptance by the corporate authorities of the Village, and in accordance with the Local Government Prompt Payment Act (50 ILCS 505/).

2. Damages

Repair of all damages including but not limited to sidewalks, parking lot, curbs, building, brick, light standards, and other structures during the construction of this Contract shall be accomplished at the Contractor's expense.

3. Project Completion Date

All work associated with this project shall be completed by November 30, 2015, unless otherwise approved by the Village. The Village is requesting that all work be completed by the abovementioned date, and the staging of the work include performing the tuck pointing, lime stone and brick replacement work first. If the weather or other events cause for delay, the Village will coordinate with contractor on possibly completing the gutter work and paint improvements when better work conditions arise. There will be no additional compensation to contractor if Village provides an extension of the work.

4. Special Provisions Instructions and Detail

Please read the special provisions for each item very carefully. A portion of the work will commence on railroad property, so the contractor will be responsible for all Burlington Northern Sante Fe (BNSF) and Metra flagger fees and coordination, and obtain necessary railroad protective liability insurance. All fees are to be paid by the contractor.

The following pages provide the special provisions for each improvement. The contract will be paid out on a lump sum basis at the time of completion. The Village will consider progress payments based on a percentage of the work completed. **Please submit a complete bid proposal back to the Village no later than August 13, 2015 at 9:00am. Sealed bids will then be read aloud. The Village reserves the right to reject any and all bids, and waive technicalities.**

5. Required References

All bidders should include 3 references from previous projects that were similar in scope of services to be provided to the Village of Hinsdale.

SPECIAL PROVISIONS A

Tuck Pointing, Lime Stone Repair & Brick Replacement

SP-1 SCOPE OF WORK

The scope of work for this project is complete tuck pointing limestone repair and brick replacement of the Hinsdale Brush Hill Train Station Building or as designated by the Village of Hinsdale.

This project shall also include the repair and restoration of the Limestone to the Station along with the Grinding of all mortar joints tuck pointing of all joints replacing any broken brick and caulking were needed as per the Village of Hinsdale at the Brush Hill Train Station, 21 & 25 East Hinsdale Avenue in Hinsdale, IL 60521.

This project includes, but not limited to masonry work, concrete work, caulking, joint grinding, carpentry, auto lifts, scaffolding, brick replacement, clean up protection for all of the construction site, disposal and all else necessary and incidental to complete this project.

The Hinsdale Brush Hill Train Station is available for inspection during normal working hours of 7:30 am to Noon and 1:00 – 3:30 pm upon appointment with the department of Building Services. Telephone number is (630) 789-7028.

SP-2 GENERAL REQUIREMENTS

Only skilled workers shall be employed. All work shall exhibit first class workmanship. The contractor shall be responsible for seeing that his employees and subcontractors observe all applicable state, federal and local laws. All materials shall be in full accordance with plans specifications, S.M.A.C.N.A Standards and "The Architectural Sheet Metal Manual", latest edition, published by the Copper Development Association. Masonry work shall comply with the standards National Contractor Masonry Association (N.C.M.A.) and the Brick Institute of America (B.I.A.).

The removal and disposal of existing materials and the proper protection of the general public, shrubs, grass, building, driveways, walkways, vehicles and perimeter surroundings are also included.

It is the contractor's responsibility to observe all fire prevention policies and practices during the installation.

SP-3 STAGING

Contractor shall furnish sufficient quantities of his own ladders, planks, ropes, and other equipment necessary for the proper execution of his work. He shall erect in place this equipment in such a way so as not to interfere with daily operations into and around the building. Upon completion the contractor shall dismantle and remove from the job site his equipment. Ariel Lias may be used as per the Village of Hinsdale.

SP-4 WARRANTY

The Masonry Contractor shall furnish a five-year written warranty signed by the contractor, installer and manufacturer agreeing to repair or replace defective materials and workmanship during the warranty period. Defective materials and workmanship is hereby defined to include leaks, any evidence of early deterioration or failure of the work to comply with performance or other requirements. Upon notification of such defects within the warranty period, make necessary repairs and replacement at the convenience of the owner.

SP-5 MATERIALS

Masonry Units: Grade 8 SW where indicated by ASTM C216 grade requirements for applicable weathering index and exposure and Type FBS with normal size and color variations.

Mortar for unit masonry: Comply with ASTM C270, Proportion Specification, for types of mortar required, except:

Cementitious materials in mortar are limited to Portland cement-lime
Use Type N mortar for exterior, above-grade load-bearing and non-load-bearing walls
shall be Type N for interior load-bearing walls and for other applications where another
type is not indicated.

Colored Aggregate Mortar: Shall be pre-colored, pre-blended mortar mix that matches existing work in place.

Grout for Unit Masonry: Comply with ASTM C476 for grout for use in construction of reinforced and non-reinforced unit masonry. Use grout of consistency indicated or if not otherwise indicated of consistency (fine or coarse) at time of placement which will completely fill all spaces intended to receive grout.

Use fine grout in grout spaces less than 2" in least horizontal direction, unless otherwise indicated.

Use coarse grout in grout spaces 2" or more in least horizontal dimension, unless otherwise indicated.

Portland Cement: ASTM C150 Type 1; natural or white except white where required for color match.

Masonry Cement: ASTM C91

Colored Mortar Pigments: Natural and synthetic iron oxides and chromium oxides, compound for use in mortar mixes.

Sand: Cleaned bank sand for mixes

Water: Clean and potable

Colored Pigmented Mortar: Select and proportion pigment with ingredients to produce color required. Do not exceed pigment-to-cement ratio of 1 to 10, by weight.

Caulking: Sikaflex – 15 LM high performance, low modulus elastomeric sealant also for lime stone covering sonneborn NP-1 one component high performance polyurethane sealant Also BASF Master Seal TX 1 or approved equal.

SP-6 METHOD OF CONSTRUCTION

Only skilled workers shall be employed. All work shall exhibit first class workmanship. The contractor shall be responsible for seeing that all his employees and subcontractors observe all applicable state, Federal and local laws. All materials shall be in full accordance with the plans, specifications and S.M.A.C.N.A. Architectural Guide.

- A. Every mortar joint on all elevations of the Brush Hill Station shall be saw cut utilizing dust suppression system on all brick and all stone. Old mortar shall be removed to a minimum depth of 2 to 2 ½ times the width of the joint to prevent mortar “pop outs” approximately 1” for stone masonry with wide joints mortar may be removed to a depth of several inches any loose or disintegrated mortar beyond this minimum depth also should be removed. The use of hand chisels and mash hammers may be used. Over cutting on the head or vertical joints will be repaired at the contractor’s expense.
- B. Mortar shall be removed cleanly from masonry units leaving square corners at the back of the cut. All joints shall be rinsed with a jet of water to remove all loose particles and dust. At time of filling the joints should be damp but no standing water present.
- C. Mortar components should be measured and mixed carefully to assure the uniformity of visual and physical characteristics.
- D. The back of the entire joint shall be filled successively by applying approximately ¼ inch of mortar at a time with proper set time between each layer. On old brick, avoid a joint which is visually wider than the actual joint the tooled joint must match the historic joints. After tooling, excess mortar can be removed from the edge of the joint by brushing with a natural bristle or nylon brush. Metal brushes shall not be used on historic masonry.
- E. Mortar samples should be chosen carefully and picked from a variety of locations on the building to find un-weathered mortar.
- F. Pointing style shall match and maintain the visual qualities of the historic building. The contractor shall look at both the horizontal and the vertical joints to determine the order in which they were tooled.
- G. It shall be the contractor’s responsibility to remove and replace all brick that is deemed bad. After close examination any replacement units will match the historic masonry. Replacement units should blend in with the full range of masonry units rather than a single brick or stone.

SP-7 METHOD OF CONSTRUCTION – BRICK REPLACEMENT

- A. All methods from SP-6 shall apply to SP-7 as well.
- B. This portion of the project shall be to remove any brick that is deemed bad by the Village of Hinsdale.
- C. All masonry repairs in this section shall be executed in a way to blend old and new brick.

SP-8 POWER WASHING

The Contractor shall power wash all brick and limestone with Sure Klean restoration products in order to remove as much discoloration as possible.

SP-9 LIME STONE REPAIRS

The Contractor shall repair the existing skim coat of plaster/stucco material that was placed on the existing limestone of all areas. These areas must be repairs using the proper material to ensure the same appearance and longevity. Where the cementitious coating has not been placed on the limestone these areas need to be cleaned with a limestone restoration process in a uniform appearance or as directed by the Village of Hinsdale.

SP-10 OLD ANCHORS IN BRICK OR MORTAR

Any old or unused metal and/or anchors in the brick and/or mortar joints shall be removed and back filled as per the Village of Hinsdale specifications.

SP-11 CAULKING OF JOINTS

The contractor shall remove existing layers of caulking and sealer material on all joints to a uniform depth of at least ¾ inch. The surface shall be thoroughly cleaned and sealed. Sealant shall be as per specifications. Application shall be in strict accordance with manufacturer's printed specifications.

SP-12 STORAGE AND PROTECTION

All materials used on the job shall be stored in a single place designated by the Building Maintenance Engineer. Such storage place shall be well ventilated, kept neat and clean. All damage thereto or to its surroundings shall be repaired by the contractor. Any oily rags waste, etc. must be removed from the building every night and every precaution taken to avoid danger of fire. Paints may not be stored, missed or applied in a room having finished floors without approved protection.

SP-13 BRICK REPLACEMENT

The contractor shall replace any missing or broken brick on the building. The color shall be approved by the Village of Hinsdale before installation.

SP-14 LIMESTONE CEMENT CHIMNEY CAPSTONES

It is the masonry contractor's responsibility to check and repair as necessary any cracked or loose stones.

SP-15 MECHANICAL EQUIPMENT SAFETY

It shall be the masonry contractor's responsibility to protect all equipment from damage around the exterior of the building. All repairs needed will be at the expense of the contractor.

SP-16 CHIMNEY FLUE STACKS

It shall be masonry contractor's responsibility to repair and caulk the exposed portion of the chimney flue stacks.

SP-17 TILE AND COPPER SAFETY

It is the masonry contractor's responsibility to protect all existing slate tile and copper. All tiles that are damaged and copper that is cut and or punctured must be replaced and/or repaired at the expense of the contractor.

SP-18 COLORS

The exterior mortar and brick shall match the existing color. Color samples shall be placed on the building before the job is started.

SP-19 CLEAN-UP

Prior to final completion and acceptance, the contractor shall examine all finished surfaces, retouch and refinish them as necessary. He shall also remove all stain and dust, remove all rubbish and accumulated materials of whatever nature and leave the area in a clean, orderly and acceptable condition.

The contractor shall protect all finishes. Contractor shall be held responsible for any staining of surface and must entirely remove stains, replace stained material with perfect material, making good any damage to other work at no extra cost to the owner.

Dry-Brush masonry work at the end of each day's work.

Clean masonry with soft cloths, soap and water. Do not scratch.

Clean unglazed clay masonry with stiff brushes, and a solution of trisodium phosphate and detergent (1/2 cup of each in one gallon water).

If above cleaning is unsuccessful, as judged by the Village of Hinsdale clean with acid, complying with BIA recommendations.

SP-20 COMPLETION DATE

Work will begin upon receipt of completed and signed contracts. Work must be completed no later than November 30, 2015.

SP-21 PAYMENT

One lump sum payment will be paid in full upon completion.

SP-22 BNSF, METRA FEES

It shall be the sole responsibility for the contractor to work with and apply in ample time the necessary flaggers, blanket railroad liability insurance and temp occupancy permit all fees are to be paid for by the contractor.

SPECIAL PROVISIONS B
Copper Gutter Replacement

SP – 1 SCOPE OF WORK

The scope of work for this project is the removal and replacement of the exterior gutters, downspouts and the specified repairs to the other parts of the gutter system and fascia section at the Hinsdale Village Brush Hill Train Station at 21 & 25 East Hinsdale Avenue, Hinsdale, Illinois 60521. The contract includes but not limited to the following:

1. Furnish labor materials and equipment to remove and replace copper gutters and downspouts, and related work as specified herein.
2. Removal and installation of perimeter clay tile in order to fasten gutter hangers and install cleated gutter.
3. Removal and installation of perimeter roof felt in order to install water and ice shield as directed by the Village of Hinsdale.
4. Removal and disposal of existing gutters and downspouts and repair of soffits and fascia as required as a result of the gutter configurations.
5. Replacement of any broken roof tile as a result of this project.
6. The removal and replacement of downspouts as directed.
7. Replacement of any roofing underlayment, which may be required before new copper is installed. Also, the replacement of any rotted or unusable wood as directed by the Village of Hinsdale.
8. Primer and paint touch up required as a result of gutter configuration or damages sustained during construction.
9. Proper protection of the general public, shrubs, grass, buildings, driveways, walkways, vehicles, and perimeter surroundings.
10. Appurtenant restoration and clean up as necessary.

The Hinsdale Village Hall is available for inspections during normal business hours –7:30 a.m. to Noon and 1:00 p.m. to 3:30 p.m. upon appointment with the Department of Building Services – (630) 789-7028.

SP-2 GENERAL REQUIREMENTS

Contractor will have a minimum of 3 year experience installing this type of work. It is the Contractor's responsibility to observe all fire prevention policies and practices during the installation.

Contractor shall furnish sufficient quantities of his own ladders, planks, ropes, and other equipment necessary for the proper execution of his work. He shall erect in place this equipment in such a way so as not to interfere with daily operations into and around the building. Upon completion the Contractor shall dismantle and remove from the job site his equipment.

All materials used on the job shall be stored in a single place designated by the Building Maintenance Engineer. This storage place shall be kept neat and clean. All damage thereto or to its surrounding shall be repaired by the Contractor. Any oil rags, waste, etc. must be removed from the site every night and every precaution taken to avoid the danger of fire. The Contractor shall deliver all materials in manufacturer's unopened labeled bundles, rolls or containers and store materials to avoid water damage, and store rolled goods on end. He shall comply with the manufacturer's recommendations for job site storage and protection.

Equipment and material, which has, in the opinion of the Village, been damaged by improper handling or rigging, or by exposure to weather, shall not be installed. If they are installed, they shall be removed at the direction of the engineer, and thereafter replaced with equipment and material, which has been approved by the Village, at no extra compensation to the Contractor.

The Contractor shall be responsible for the repair or replacement of all work of other trades, which has been damaged by his workmen.

SP-3 MATERIALS

Materials and equipment shall be new, of the latest type and design, and shall be in full accordance with the plans and specifications. Whenever Underwriters Laboratories, Inc. has label service available for any class, type or group of equipment or materials specified, only products carrying this label shall be used.

The following specifications are minimum or maximum as the case may be that leads to the higher performance or rating.

All copper gutters, downspouts, flashing, cleats, hangers, support bars, caps, and other items required for a complete installation shall be of 20 ounce per square foot cold rolled copper.

Solder to be 50/50 solder. All fasteners are to be copper, stainless steel, and z-max type of fasteners.

All new wood shall consist of #2 pine, no substitution.

If nails are used they shall be flathead 20 gauge hard copper barbed nails, 1½" long.

Buss bar shall be 1 x 1/8" copper.

Sealants for seaming and other concealed applications shall be Sonneborn NP.1, a low modulus one component; moisture curing modified polyurethane joint sealant. Color to match existing color.

Leak barrier shall be Grace Water & Ice Shield roll waterproofing membrane or approved equal.

If painting touchup is required, it shall be done by the Contractor.

SP-4**METHODS OF CONSTRUCTION**

Only skilled workers shall be employed. All work shall exhibit first class workmanship. The Contractor shall be responsible for seeing that his employees and subcontractors observe all applicable State, Federal, and local laws. All materials shall be in full accordance with the plans, specifications, and S.M.A.C.N.A. Architectural.

Before starting work, verify governing dimensions at building; examine, clean and repair if necessary, adjoining work on which this work is in any way dependent for its proper handling or rigging or by exposure to weather shall not be installed. If these damaged materials are installed, they shall be removed at the direction of the Village and thereafter be replaced with material, which has been approved by the Village at no extra compensation to the Contractor. The Contractor shall remove sufficient clay tile in order to provide proper anchoring to eave minimum 4 feet.

The existing gutters, downspouts, and wood on the Brush Hill Train Station shall be disposed of by Contractor. Fabrication of new copper gutters, downspouts, and hangers are to be of cold rolled 20 oz. Copper and fabricated according to detail specifications. Back of gutter is to be pitched to low end for proper drainage to downspouts. Gutters are to be fastened to the roof eave boards using nails per buss bar according to detail. Buss bar will have a 180-degree twist in it to allow water to run off and into gutter. Buss bar shall be fastened by means of copper bolt, lock washer and nut and then soldered for proper support. Buss bar shall be installed 18" – 0" on center on all new gutters. New downspouts shall be fabricated of corrugated copper and the downspout is jointed to gutter by means of an outlet tube and stainless screw. Joints in downspout system shall be made so that the top section fits inside the lower section. Where it is necessary to vary the downspout system from the vertical, the downspout must be pitched. All vertical seams in downspouts shall be soldered. All downspouts hangers shall be of 1/8" thickness, 1" wide buss bar and strapped to gutter in the existing fashion show.

Gutter detail shall match the existing gutter at the Brush Hill Train Station.

NOTE: Spikes and ferrules or brackets attached to outside of periphery of the gutter will not be allowed.

The Contractor shall maintain a watertight condition at the end of each working day by using temporary protection and/or staking equipment. Also, work to be secured properly to guard against high wind and storm damages.

Installation of water and ice shield membrane shall be installed the entire span of the roof.

Installation of Underlayment: Cover entire roof deck where open with asphalt-saturated roofing felt. Starting at lowest edge, apply underlayment in continuous lengths laid perpendicular to roof slope. Lap each roof, and other areas to receive metal roofing or flashing. Fasten underlayment to deck with large flathead copper nails as required to hold flat and secure until copper gutter flashing is installed.

Gutter beads shall match existing gutter and be approved by the Village of Hinsdale.

Gutter straps: Form with 1/8" thick copper twisted buss bar approximately 18" on center.

Roof flashing: Fabricate from minimum 8'-0" lengths of copper sheet and fold over 1/2" of bottom edge for cap or counter flashing. Joint flashing with 3/4" flatlocked seams, sealed with white lead paste, to form maximum 24'-0" from any corner, using 3" loose-locked seam filled with sealant. Provide cap or counter flashings with at least 3" overlap on vertical surfaces and over roofing or base flashing. Unless otherwise indicated, attach flashing with flathead 12 gauge hard copper barbed nails, 1" long, spaced not over 3" on center. Provide end dams at terminations and corner flashing at intersections, completely sealed.

Approved expansion joints must be installed.

No pop rivets of any type shall be allowed.

All 45s and or Miter joints shall be soldered.

Upon completion of the work, clean the exposed metal surfaces to a uniform appearance. Provide and maintain proper procedures for protection during the remainder of the construction period, so that the copper will weather to a uniform patina and be without any indication of deterioration or damage at the time of acceptance.

The Contractor shall not use torch method to solder copper. Irons must be used to draw the solder into joints.

SP-5 STAGING

Contractor shall furnish sufficient quantities of his own ladders, planks, ropes, and other equipment necessary for the proper execution of his work. He shall erect in place this equipment in such a way so as not to interfere with daily operations into and around the building. Upon completion the contractor shall dismantle and remove from the job site his equipment. Ariel lift may be used as per the Village of Hinsdale.

SP-6 WARRANTY

The Contractor shall furnish a 5-year written warranty signed by the Contractor and Installer, agreeing to repair or replace defective materials and workmanship during the warranty period. Defective material and workmanship is hereby defined to include leaks, any evidence of early deterioration or failure of the work to comply with performance or other requirements. Upon notification of such defects, within the warranty period, make necessary repairs and replacements at the convenience of the Village.

SP-7 STORAGE AND PROTECTION

All materials used on the job shall be stored in a single place designated by the Building Maintenance Engineer. Such storage place shall be well ventilated, kept neat and clean. All damage thereto or to its surroundings shall be repaired by the contractor. Any oily rags waste, etc. must be removed from the building every night and every precaution taken to avoid danger of fire. Paints may not be stored, missed or applied in a room having finished floors without approved protection.

SP-8 CLEAN UP

Prior to final completion and acceptance the Contractor shall remove all rubbish and accumulated materials of whatever nature and leave the area in a clean, orderly, and acceptable condition.

SP-9 BSNF, METRA FEES

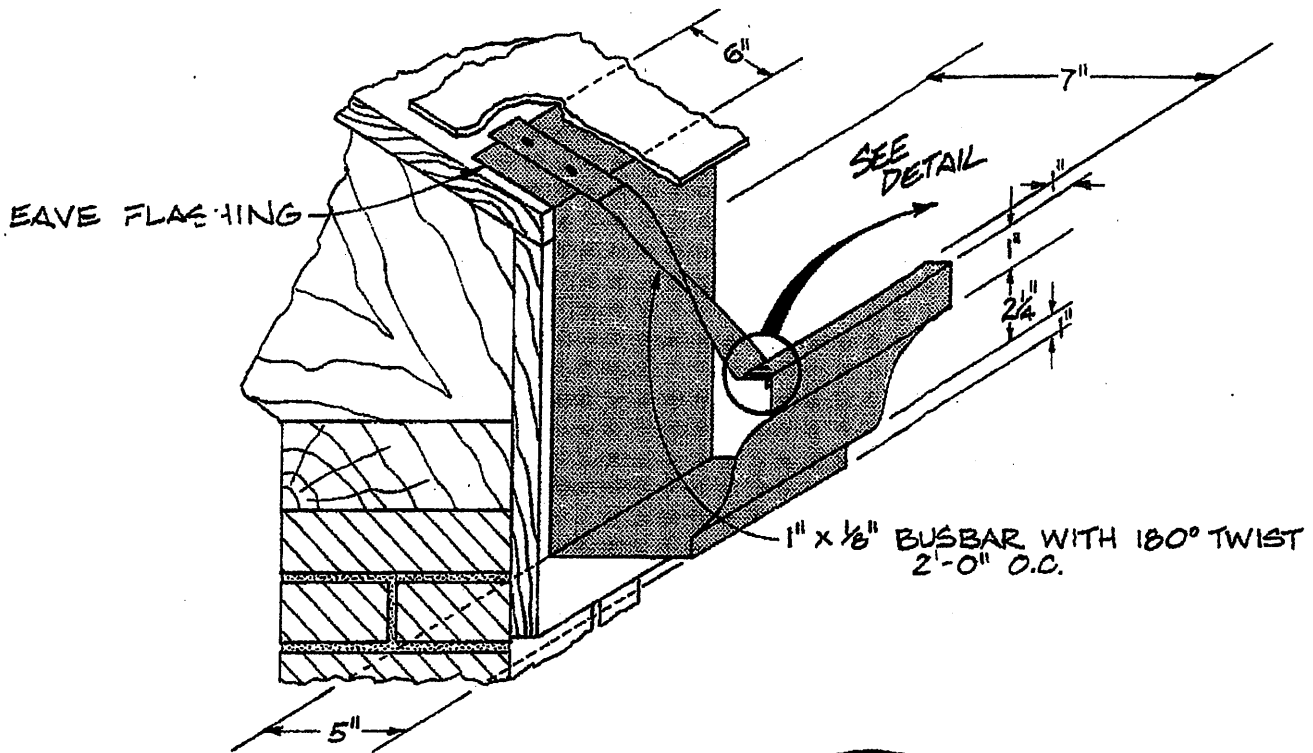
It shall be the sole responsibility of the contractor to work with and apply for in ample time the necessary flaggers, blanket railroad liability insurance and temp occupancy permit. All fees are to be paid for by the Contractor.

SP-10 DRAWINGS

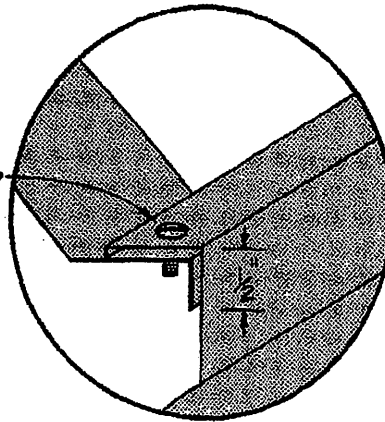
Drawings 1 and 2 have been prepared for this project and are made part of the Special Provisions.

SP-11 COMPLETION DATE

Work will begin upon receipt of completed and signed contracts. Work must be completed no later than November 30, 2015.



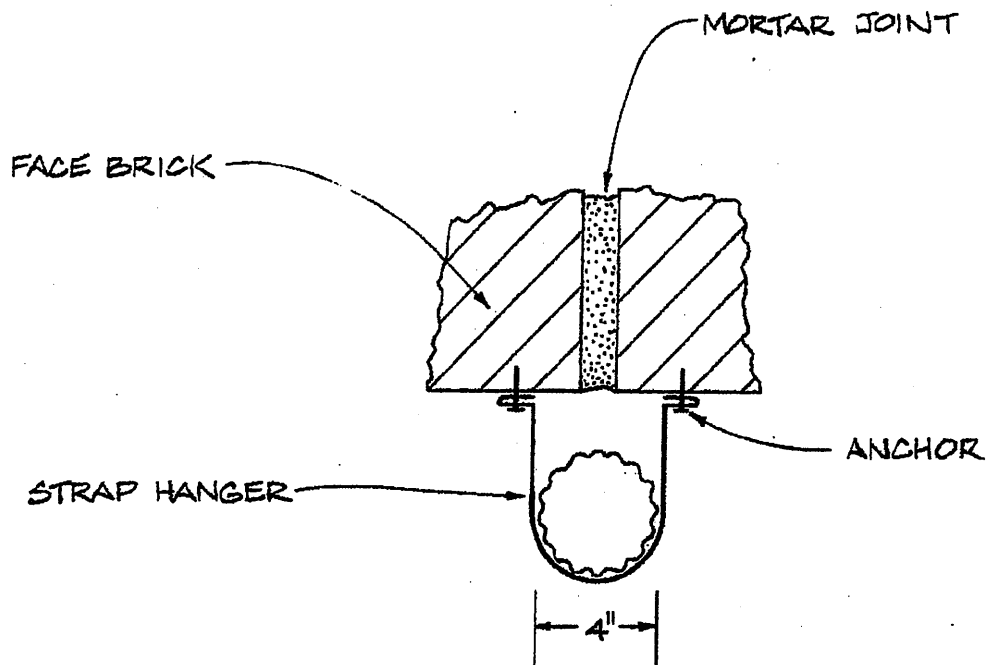
BRASS NUT, LOCK,
BOLT, & WASHER SOLDERED



DETAIL

VILLAGE of HINSDALE, IL.
GUTTER & SUPPORT DESIGN
BRUSH HILL DEPOT

NO SCALE	C.F.M.	7-1-87
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VILLAGE of HINSDALE, IL.

DOWNSPOUT
HANGER DESIGN

NO SCALE

C.F.M.

7-1-87

SPECIAL PROVISIONS C
Exterior Painting

SP-1 SCOPE OF WORK

The scope of work of this project is the painting of all previously painted exterior wood and metal surfaces of the Brush Hill Train Station located at 21 & 25 East Hinsdale Ave. Hinsdale, IL.60521. This project includes but is not limited to exterior perimeter cornices, fascia, eaves, ceilings, overhangs, doors, vents, louvers, handrails, windows, metal ironwork, East canopy structure, light fixtures, electrical boxes and piping of any sort.

The work includes but not limited to all surface preparation including caulking, nail resetting, priming, top coating, wood replacement, wood repair, window glazing, power washing, and installing specified paint. Proper protection of people, landscaping, shrubs, floors, walkways and vehicles in and around the job site is mandatory. Clean up, including disposal as necessary and incidental materials for completion of this project.

The Hinsdale Brush Hill Train Station is available for inspection during normal working hours of 7:30 am to Noon and 1:00 to 3:30 pm Monday through Friday upon appointment with the Building Services Department at 630/789-7030.

This project consists of:

- Surface preparation
- Surface priming
- Surface top coat
- All windows to be glazed as per the Village
- All windows to be calked
- Wood sills to be replaced or refurbished as per the Village
- Power Washing as needed
- Replace missing or broken wood trim as needed
- Scaffolding, Ladders, Staging
- Proper protection around the building
- Refuse removal
- All Metra Flaggers fees, Blanket Railroad Insurance and BNSF Occupancy Permit fees.

SP-2 MATERIALS

- A. Metal surface primer shall be Benjamin Moore rust inhibiting primer of approved equal.
- B. Wood primer shall be Benjamin Moore white primer Aqua Lok plus 100% acrylic primer, sealer, stain killer or approved equal.
- C. Wood top coat shall be Benjamin Moore, Moorglo soft gloss exterior 100% acrylic house paint or approved equal.

- D. Metal top coat shall be Benjamin Moore iron clad alkyd enamel or approved equal.
- E. Window Glaze shall be UGL GLA20L window glazing putty or approved equal.
- F. Boiled Linseed oil shall conform to Federal Specifications TT-L190C or approved equal.
- G. Wood treatment and preservative shall be the "Rot Doctor" brand products. These items shall be used on the wood that is deemed in poor shape but not being replaced or as directed by the Village Of Hinsdale.
- H. If wood is replaced a sample piece shall be approved by the Village Of Hinsdale prior to installation.

Caulking shall be Sikaflex LM high performance, low modulus elastomeric sealant or other approved equal based sealant. Color shall match existing paints to be submitted as an approved equal must include manufacturer's name and list of products proposed. The information should be submitted at time of Bid. The Village will be the sole determinee of what is an approved equal.

Paints must be delivered in their original containers with the seals unbroken and labels intact. Materials shall be used only as specified by the manufacturer's direction label on the container or on the data sheets of the product. Gasoline or benzene shall not be brought to or on the job site.

SP-3 PAINT SCHEDULE EXTERIOR ALL WOOD AND FERROUS METAL

- A. Metal surfaces previously painted
 - One (1) spot prime coat with rust inhibitive primer
 - One (1) separate and full coat of alkyd enamel
- B. Wood surfaces previously painted
 - One (1) separate spot prime coat of acrylic wood primer
 - Two (2) separate and full coats of acrylic house paint – tint between coats
 - One (1) separate spot prime metal nail heads with rust inhibitive primer
 - The above applies also to none previously painted surfaces.
- C. Window Glazing:
 - Removal of all old cracked loose window glazing
 - Treat areas with boiled linseed oil
 - Install new window glazing
- D. The "Rot Doctor" wood treatment should be penetrating epoxy sealer for raw wood. Fill in deep cracks and depressions with epoxy filler and glue. This shall be used on damaged wood surfaces or as directed by the Village Of Hinsdale.
- E. All exposed electrical items on walls and elsewhere including conduit boxes and piping systems and supports. One (1) full coat metal primer and One (1) full coat of top metal coat.

SP-4 METHODS OF CONSTRUCTION

General Conditions: Only skilled workers shall be employed. All work shall exhibit first class workmanship. Paint shall be applied by brush or roller only – spray will not be permitted. Finishes shall be uniformed in appearance and hiding. Should thinning be required, it shall be in strict accordance with the manufacturer's instructions and wet film thickness increased proportionately.

- A. Apply paint in accordance with the manufacturer's directions; use applicators and techniques best suited for the type of material being applied.
- B. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance.
- C. Paint surfaces behind moveable equipment and permanently fixed equipment the same as similar exposed surfaces.
- D. Sand lightly between each succeeding enamel and varnish coat.
- E. Allow previously applied coats to thoroughly dry before applying next coat.

Application Restrictions:

- A. Do not apply water base paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 50° F, unless otherwise permitted by the paint manufacturer's printed instructions.
- B. Do not apply solvent thinned paints when the temperature of surfaces to be painted and the surrounding air temperatures are below 50° F, unless otherwise permitted by the paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces, unless otherwise permitted by the paint manufacturer's printed instructions. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.
- D. Avoid painting surfaces exposed to the hot sun.

Prime Coats:

- A. Apply a prime coat to material which is required to be painted or finished and which has not been prime coated by others.
- B. Re-coat primed and sealed surfaces where there is evidence of finish coat with no burn-through or other defects due to insufficient sealing.
- C. Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, skid marks or other surface imperfections.

Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, "ropiness" or other surface imperfections will not be acceptable.

Transparent (Clear) Finishes: Use multiple coats to produce glass smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes or other surface imperfections.

Completed Work: Match approved samples for colors, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

Surface Preparation: All perimeter expansion and all other joints shall be caulked. Existing caulk shall be cleaned out to uniform dept of at least $\frac{3}{4}$ inch, filled solidly with the specified caulk forced in place with a pressure gun.

Sand surface to remove all pencil marks, dirt, smudges, scratches or spongy surface wood cells. Remove any oil spots, sap or pitch by wiping with clean rags. Fill cracks, holes or voids using appropriate filling compound and sand smooth. Remove all dust dirt and sanding residue by wiping with a tack cloth and all grease or oil by thoroughly washing with an appropriate detergent cleanser. Rinse off soap residue with clean water. Wax contaminants must be removed with a commercial de-waxer. Any loose flaking paint must be removed and edges feather sanded to produce a smooth tightly adhering uniform surface. Glossy surfaces must be dulled with sand paper steel wool or commercial de-glosser: strong solvents should be tested for coatings compatibility on previously coated surfaces. All surfaces being painted will be pressure cleaned. Any popping nails will be pounded in and caulked over. If nails are rusted they must be primed with a zinc alkyde metal primer.

Contractor shall furnish sufficient quantities of his own ladders, planks, ropes, scaffolding and other equipment necessary for the proper execution of his work. He shall erect in place this equipment in such a way so as not to interfere with the daily operation into and around the buildings. Upon completion, the contractor shall dismantle and remove from the job site his equipment.

Staining and Discoloration of Exterior Coatings: It is the contractor's responsibility for surface preparation in regard to rust stains. Gas discoloration, cooper staining, extractive bleeding and mildew solutions mixed for cleaning these areas must be pre-approved by the Village of Hinsdale.

Clean-Up: Prior to final completion and acceptance, the contractor shall examine all painting and finished surfaces, retouch and refinish them as necessary. He shall also remove all paint from glass and other surfaces remove all rubbish and accumulated materials of whatever, nature and leave the area in a clean, orderly and acceptable condition.

Carpentry: Wood replacement shall be done by a qualified carpenter the item's that need to be taken out and completely replaced shall be reviewed by the Village Of Hinsdale.

SP-5 TERMS OF CONTRACT

The necessary start date shall be as per the Village of Hinsdale. The completion date for this project shall be no later than November 30, 2015.

SP-6 WEATHER CONDITIONS

Work will be completed on schedule with allowances for anticipated or actual rainfall, high/low ambient temperatures or excessively humid conditions. Contractor will make all reasonable efforts to apply coatings after dew has evaporated.

SP-7 PARKING AND ACCESS

Contractor shall mark all car, trucks and lifts with appropriate signage for identification of business. Parking and staging shall be in appropriate areas.

SP-8 SAFETY CONSIDERATIONS

The contractor shall adhere to all pertinent safety resolutions as applied by OSHA. The contractor shall only use materials that conform to current EPA and VOC regulations.

SP-9 STAGING

Contractor shall furnish sufficient quantities of his own ladders, planks, ropes, electric lifts and other equipment necessary for proper execution of his work. He shall erect in place this equipment in such a way so as not to interfere with daily operation into and around the building. All large auto lifts that may be used must also be delivered moved stored and picked up as per the Village of Hinsdale. Plywood must be used if auto lifts are on soft or grass surfaces.

SP-10 STORAGE AND PROTECTION

All materials used on the job shall be stored in a single place designated by the Building Maintenance Engineer. Such storage place shall be well ventilated, kept neat and clean. All damage thereto or to its surroundings shall be repaired by the painter. Contractor shall protect people landscaping, shrubs, floors, walkways and vehicles in and around the job site. Painter shall furnish and lay drop cloths for the protection of floors and finishes.

Any oily rags, waste, etc. must be removed from the building every night and every precaution taken to avoid danger of fire. Paints may not be stored mixed or applied in a room having finished floors without approved protection,

Painter shall furnish and lay drop cloths for the protection of floors and finishes. Where it shall become necessary for the painter to remove temporary coverings in order to execute his work he shall replace the temporary coverings in a proper manner. Contractor shall be held responsible for protection of all slate tile and cooper. Contractors are also responsible for any staining of floors or other work and must entirely remove stains, replace stained material with perfect material, making good any damage to other work at no extra cost to the owner. Contractor shall be held responsible for damages.

SP-11 WARRANTY

Contractor shall furnish three (3) year workmanship warranty from finish date against peeling and blistering of coatings applied under the scope of this contract.

Defective materials and workmanship is hereby defined to include and evidence of early deterioration or failure of the work to comply with performance or other requirements. Upon notification of such defects within the warranty period make necessary repairs and replacement at the convenience of the owner.

SP-12 PAYMENT

One lump sum payment will be paid in full upon completion.

SP-13 BNSF, METRA FEES

It shall be the sole responsibility for the contractor to work with and apply in ample time. The necessary flaggers, blanket railroad liability insurance and temp occupancy permit. All fees are to be paid for by the contractor.

EXHIBIT D

To The Honorable Mayor and Board of Trustees
Village Hall
19 E. Chicago Avenue
Hinsdale, Illinois 60521-3489

**VILLAGE OF HINSDALE, ILLINOIS
BRUSH HILL TRAIN STATION RENOVATIONS**

Full Name of Bidder April Building Services, Inc.

Main Business Address 22W274 Irving Park Rd.
Roselle, IL 60172

Phone 630-373-7666 Fax 630-622-0452 Email gbodin@aprilbuilding.net

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the locations of the proposed work, the proposed forms of Agreement and Bonds, the Contract Specifications for the above designated work, and he proposes and agrees if this Proposal is accepted that he will contract with the Village of Hinsdale in the form of the copy of the Agreement included in these contract documents to provide all necessary machinery, tools, apparatus and other means of work, including utility and transportation services necessary to do all the work and furnish all the materials and equipment in the manner and time herein prescribed; and according to the Contractor's Bonds, and Certificates of Insurance specified, and to do all other things required of the Contractor by the Contract documents; and that he will take in full payment therefore the sums set forth in the following Bidding Schedule.

If this proposal is accepted and the undersigned shall fail to contract as aforesaid within fifteen (15) days of the date of the award of contract, and to give the bond(s) as required, and all certificates of insurance as required, the Village of Hinsdale, shall at its option, determine that the bidder has abandoned this contract and thereupon this proposal and acceptance thereof shall be null and void and the forfeiture of security accompanying this proposal shall operate and the same shall be the property of the Village of Hinsdale as liquidated damages.

DATE: 8/13/2015

(SEAL OF CORPORATION)

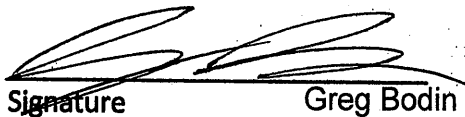
April Building Services, Inc.
Contractor

22W274 Irving Park Rd.
Address

Roselle, IL 60172
City and State

ATTEST

By


Signature Greg Bodin

Project Manager
Title

**BID SCHEDULE
FOR
VILLAGE OF HINSDALE
BRUSH HILL TRAIN STATION RENOVATIONS**

ITEM	DESCRIPTION	LUMP SUM PRICE
1.	Brush Hill Station Copper Gutter Replacement Complete	\$104,094
2.	Brush Hill Station Tuck Pointing Lime Stone Repair & Brick Replacement Complete *Excludes asbestos abatement	\$153,426*
3.	Brush Hill Station Exterior Painting Complete *Excludes asbestos abatement **Excludes lead abatement	\$50,165* **
PROJECT TOTAL (LUMP SUM)		\$307,685
PROJECT TOTAL (LUMP SUM IN WORDS)		THREE HUNDRED SEVEN THOUSAND SIX HUNDRED EIGHTY FIVE & 00/100

Voluntary Unit Prices for asbestos / lead abatement:

Cost per lab sample tested.....\$100.00

Cost to abate per linear foot.....\$18.00

EXHIBIT E

COMPLIANCE WITH PREVAILING WAGE RATES: All work associated with this contract is subject to the Illinois Prevailing Wage Act. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.illinois.gov/idol/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

The undersigned firm hereby certifies that it is in compliance with the Prevailing Wage Act as applicable to this contract. Certified payroll will be required with each invoice submittal.

April Building Services, Inc.

(Company Name)

22W274 Irving Park Rd., Roselle, IL 60172

(Company Address)

By _____

(Signature)

Greg Bodin, Project Manager

(Print Name and Title)

Date 8/13/2015

Attest By _____

(Signature)

Sandy Bodin

EXHIBIT F

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 statute 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 Flossmoor 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

Name Greg Bodin

Title Project Manager

Organization April Building Services, Inc.

Date 8/13/2015

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.

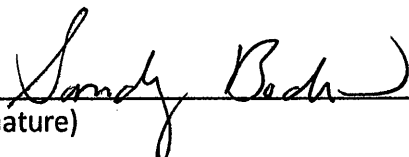
April Building Services, Inc.
(Company Name)

22W274 Irving Park Rd., Roselle, IL 60172
(Company Address)

By 
(Signature)

Date 8/13/2015

Greg Bodin, Project Manager
(Print Name and Title)

Attest By 
(Signature)

Date 8/13/2015

Sandy Bodin, Project Accountant
(Print Name and Title)

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 statute or regulation.

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

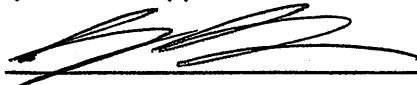
- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative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

The undersigned firm hereby certifies that it is in compliance with the Equal Employment Opportunity Clause as applicable to this contract.

Signature 

Name Greg Bodin

Title Project Manager

Organization April Building Services, Inc.

Date 8/13/2015

LIST OF REFERENCES - CONSTRUCTION PROJECTS

Name of Project	<u>Renovate Exterior Masonry Calumet Armory Donnelley Building</u>
Owner	<u>Military Affairs on behalf of Illinois National Guard</u>
Location	<u>1910 S. Calumet Ave, Chicago, IL</u>
Cost	<u>\$526,000</u>
Date Completed	<u>8/8/2014</u>
Contact Person (Owner)	<u>Rob Bajarunas, L. Marshall Roofing & Sheet Metal (G.C.)</u>
Telephone (Owner)	<u>(847) 446-9161</u>
Architect/Engineer/Consultant	<u>Roxanne Knapp, Knight EA</u>
Telephone (Architect)	<u>(312) 577-3319</u>

Name of Project	<u>2014 Church Exterior Masonry Repairs</u>
Owner	<u>Ss. Peter & Paul Church</u>
Location	<u>36 N. Ellsworth, Naperville, IL</u>
Cost	<u>\$355,250</u>
Date Completed	<u>11/01/2014</u>
Contact Person (Owner)	<u>Frank Partipilo</u>
Telephone (Owner)	<u>(630) 718-2163</u>
Architect/Engineer/Consultant	<u>James Gecan, KGH, PC</u>
Telephone (Architect)	<u>(847) 318-0033</u>

Name of Project	<u>Riverside Metra Station Masonry Repairs - Part of Downtown</u>
Owner	<u>Village of Riverside</u> <u>Riverside Historic District</u>
Location	<u>90 Bloomingbank Rd., Riverside, IL 60546</u>
Cost	<u>\$155,286 - Federally funded; facilitated by Metra Office of</u>
Date Completed	<u>5/24/2013</u> <u>Business Diversity and Civil Rights</u>
Contact Person (Owner)	<u>Ed Bailey, Village of Riverside Facilities Dept.</u>
Telephone (Owner)	<u>(708) 442-3593</u>
Architect/Engineer/Consultant	<u>Brian McElmeel, ARCON Associates</u>
Telephone (Architect)	<u>(630) 881-1738</u>

Name of Project	_____
Owner	_____
Location	_____
Cost	_____
Date Completed	_____
Contact Person (Owner)	_____
Telephone (Owner)	_____
Architect/Engineer/Consultant	_____
Telephone (Architect)	_____

Name of Project	_____
Owner	_____
Location	_____
Cost	_____
Date Completed	_____
Contact Person (Owner)	_____
Telephone (Owner)	_____
Architect/Engineer/Consultant	_____
Telephone (Architect)	_____



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

April Building Services, Inc.
22W274 Irving Park Road
Roselle, IL 60172

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

Mailing Address for Notices

The Ohio Casualty Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

OWNER:

(Name, legal status and address)

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

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.

BOND AMOUNT: 10% of amount bid

PROJECT:

(Name, location or address, and Project number, if any)

Brush Hill Train Station Renovations

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.

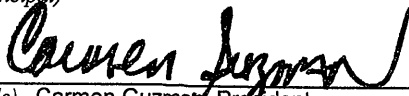
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 10th day of August, 2015



(Witness)

April Building Services, Inc.
22W274 Irving Park Road, Roselle, IL 60172

(Principal)


(Title) Carmen Guzman, President

(Seal)


(Witness)

The Ohio Casualty Insurance Company

(Surety)


(Title) Barbara J. Prange, Attorney-in-Fact

POWER OF ATTORNEY
The Ohio Casualty Insurance Company

Principal: April Building Services, Inc.

Bond Number: _____

Agency Name: Tower Insurance & Risk Management Services, LLC

Obligee: Village of Hinsdale

Agent Code: 122251

Know All Men by These Presents: That The Ohio Casualty Insurance Company, pursuant to the authority granted by Article IV, Section 12 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company, do hereby nominate, constitute and appoint: Diane C. Martin, Dennis J. Nelson, Barbara Prange of Lombard, Illinois its true and lawful agent(s) and attorney(ies)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed **any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon.

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of said Company at their administrative offices in Keene, New Hampshire, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(ies)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of said Company this 18th day of November, 2013.



David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On this 18th day of November, 2013 before the subscriber, a Notary Public of the State of Pennsylvania, in and for the County of Montgomery, duly commissioned and qualified, came David M. Carey, Assistant Secretary of The Ohio Casualty Insurance Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Plymouth Meeting, State of Pennsylvania, the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

Notary Public in and for County of Montgomery, State of Pennsylvania
My Commission expires March 28, 2017

This power of attorney is granted under and by authority of Article IV, Section 12 of the By-Laws of The Ohio Casualty Insurance Company, extracts from which read:

ARTICLE IV - Officers: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bond, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary.

Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of The Ohio Casualty Insurance Company effective on the 15th day of February, 2011:

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Company and the above resolution of their Board of Directors are true and correct copies and are in full force and effect on this date.

In WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 10th day of August, 2015.



Gregory W. Davenport, Assistant Secretary

VILLAGE OF HINSDALE
Contract for
Brush Hill Train Station Renovations
Bid #1592

In consideration of the mutual promises set forth below, the Village of Hinsdale, 19 East Chicago Avenue, Hinsdale, Illinois, 60521, a public corporation ("Owner"), and The _____ ("Contractor"), make this Contract as of the _____ day of _____, 2015 and hereby agree as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

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

1. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete, in the manner described and specified in this Contract, all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary to accomplish the Project at the Work Site, both as defined in Special Provisions, Bidders Proposal and Bidding Information attached hereto and expressly made a part thereof.

2. Permits. Except as otherwise provided in Attachment A, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

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

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

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

6. Quality. Provide, perform and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by

or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith, with only new, undamaged and first quality equipment, materials, and supplies.

1.2 Commencement and Completion Dates

Contractor shall commence the Work not later than the "Commencement Date" set forth in the Special Provisions and shall diligently and continuously prosecute the Work at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with this Contract not later than the "Completion Date" set forth in Special Provisions. The time of commencement, rate of progress, and time of completion are referred to in this Contract as the "Contract Time."

1.3 Required Submittals

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

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

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

compliance with, and as required by or pursuant to this Contract, and shall not be regarded as any assumption of risk or liability by Owner.

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

1.4 Review and Interpretation of Contract Provisions

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

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

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

1.5 Conditions at the Work Site; Record Drawings

Contractor represents and warrants that it has had a sufficient opportunity to conduct a thorough investigation of the Work Site and the surrounding area and has completed such investigation to its satisfaction. Contractor shall have no claim for damages, for compensation in excess of the Contract Price, or for a delay or extension of the Contract Time based upon conditions found at, or in the vicinity of, the Work Site. When information pertaining to subsurface, underground or other concealed conditions, soils analysis, borings, test pits, utility locations or conditions, buried structures, condition of existing structures, and other investigations is or has been provided by Owner, or is or has been otherwise made available to Contractor by Owner, such

information is or has been provided or made available solely for the convenience of Contractor and is not part of this Contract. Owner assumes no responsibility whatever in respect to the sufficiency or accuracy of such information, and there is no guaranty or warranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work or the Work Site, or that the conditions indicated are representative of those existing at any particular location, or that the conditions indicated may not change, or that unanticipated conditions may not be present.

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

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

1.6 Technical Ability to Perform

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

1.7 Financial Ability to Perform

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

1.8 Time

Contractor represents and warrants that it is ready, willing, able and prepared to begin the Work on the Commencement Date and that the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural

and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

1.9 Safety at the Work Site

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

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

1.10 Cleanliness of the Work Site and Environs

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

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

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

indemnify, hold harmless, or reimburse Contractor for the cost of any repair or replacement work required by this Section.

1.12 Subcontractors and Suppliers

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

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

1.13 Simultaneous Work By Others

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

1.14 Occupancy Prior to Final Payment

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

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

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

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

ARTICLE II CHANGES AND DELAYS

2.1 Changes

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

2.2 Delays

A. Extensions for Unavoidable Delays. For any delay that may result from causes that could not be avoided or controlled by Contractor, Contractor shall, upon timely written application, be entitled to issuance of a Change Order providing for

an extension of the Contract Time for a period of time equal to the delay resulting from such unavoidable cause. No extension of the Contract Time shall be allowed for any other delay in completion of the Work.

B. No Compensation for Delays. No payment, compensation, damages, or adjustment of any kind, other than the extension of the Contract Time provided in Subsection 2.2A above, shall be made to, or claimed by, Contractor because of hindrances or delays from any cause in the commencement, prosecution, or completion of the Work, whether caused by Owner or any other party and whether avoidable or unavoidable.

ARTICLE III

CONTRACTOR'S RESPONSIBILITY FOR DEFECTIVE WORK

3.1 Inspection; Testing; Correction of Defects

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

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

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

3.2 Warranty of Work

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

B. Repairs; Extension of Warranty. Contractor shall, promptly and without charge, correct any failure to fulfill the above warranty that may be discovered or develop at any time within one year after Final Payment or such longer period as may

be prescribed in Attachment B or Attachment D to this Contract or by law. The above warranty shall be extended automatically to cover all repaired and replacement parts and labor provided or performed under such warranty and Contractor's obligation to correct Work shall be extended for a period of one year from the date of such repair or replacement. The time period established in this Subsection 3.2B relates only to the specific obligation of Contractor to correct Work and shall not be construed to establish a period of limitation with respect to other obligations that Contractor has under this Contract.

C. Subcontractor and Supplier Warranties. Whenever Attachment B or Attachment D requires a subcontractor or supplier to provide a guaranty or warranty, Contractor shall be solely responsible for obtaining said guaranty or warranty in form satisfactory to Owner and assigning said warranty or guaranty to Owner. Acceptance of any assigned warranties or guaranties by Owner shall be a precondition to Final Payment and shall not relieve Contractor of any of its guaranty or warranty obligations under this Contract.

3.3 Owner's Right to Correct

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

ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

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

4.2 Insurance

Contemporaneous with Contractor's execution of this Contract, Contractor shall provide certificates and policies of insurance evidencing the minimum insurance coverages and limits set forth in Bidding Documents. For good cause shown, Owner

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

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Contractor, except to the extent caused by the sole negligence of Owner.

ARTICLE V PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in accordance with and subject to the terms and conditions set forth Contractor's Proposal and Special Provisions, and Contractor shall accept in full satisfaction for providing, performing, and completing the Work, the amount or amounts set forth in contractors proposal and is subject to any additions, deductions, or withholdings provided for in this Contract. The estimated quantities stated in the Contractor's Proposal shall not necessarily be used to determine payment due the Contractor. Payment shall be based on the actual number of units installed in the completed Work and measured on the basis defined herein.

Each application for payment by the Contractor shall include its certification of the value of the Work for which payment is requested. If the application for payment is approved, such certification shall constitute the value of the Work for purposes of determining the amount of the current monthly payment. If a certification is not acceptable to the Village and if the parties are unable to agree as to the value of the Work in question, such value shall, for the purpose of fixing the amount of the current monthly payment, be determined by the Village.

5.2 Taxes and Benefits

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

5.3 Progress Payments

A. Payment in Installments. The Contract Price shall be paid in monthly installments in the manner set forth in Bidding packet.

B. Pay Requests. Contractor shall, as a condition precedent to its right to receive each Progress Payment, submit to Owner a pay request in the form provided by Owner ("Pay Request"). The first Pay Request shall be submitted not sooner than 30 days following commencement of the Work. Owner may, by written notice to Contractor, designate a specific day of each month on or before which Pay Requests must be submitted. Each Pay Request shall include (a) Contractor's certification of the value of, and partial or final waivers of lien covering, all Work for which payment is then requested and (b) Contractor's certification that all prior Progress Payments have been properly applied to the payment or reimbursement of the costs with respect to which they were paid.

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

5.4 Final Acceptance and Final Payment

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

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

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

5.5 Liens

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

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

C. Removal of Liens. If at any time any notice of any Lien is filed, then Contractor shall, promptly and without charge, discharge, remove, or otherwise dispose of such Lien. Until such discharge, removal, or disposition, Owner shall have the right to retain from any money payable hereunder an amount that Owner, in its sole

judgment, deems necessary to satisfy such Lien and to pay the costs and expenses, including attorneys' fees and administrative expenses, of any actions brought in connection therewith or by reason thereof.

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

5.6 Deductions

A. Owner's Right to Withhold. Notwithstanding any other provision of this Contract and without prejudice to any of Owner's other rights or remedies, Owner shall have the right at any time or times, whether before or after approval of any Pay Request, to deduct and withhold from any Progress or Final Payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate Owner for any actual or prospective loss due to: (1) Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which Contractor is liable under this Contract; (3) state or local sales, use, or excise taxes from which Owner is exempt; (4) Liens or claims of Lien regardless of merit; (5) claims of subcontractors, suppliers, or other persons regardless of merit; (6) delay in the progress or completion of the Work; (7) inability of Contractor to complete the Work; (8) failure of Contractor to properly complete or document any Pay Request; (9) any other failure of Contractor to perform any of its obligations under this Contract; or (10) the cost to Owner, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of Owner's remedies set forth in Section 6.3 of this Contract.

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

ARTICLE VI DISPUTES AND REMEDIES

6.1 Dispute Resolution Procedure

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

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

6.2 Contractor's Remedies

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

6.3 Owner's Remedies

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

CONTRACT FOR BRUSH HILL RENOVATIONS

1. Owner may require Contractor, within such reasonable time as may be fixed by Owner, to complete or correct all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or incomplete; to remove from the Work Site any such Work; to accelerate all or any part of the Work; and to take any or all other action necessary to bring Contractor and the Work into strict compliance with this Contract.
2. Owner may perform or have performed all Work necessary for the accomplishment of the results stated in Paragraph 1 above and withhold or recover from Contractor all the cost and expense, including attorneys' fees and administrative costs, incurred by Owner in connection therewith.
3. Owner may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Work or part thereof and make an equitable reduction in the Contract Price.
4. Owner may terminate this Contract without liability for further payment of amounts due or to become due under this Contract.
5. Owner may, without terminating this Contract, terminate Contractor's rights under this Contract and, for the purpose of completing or correcting the Work, evict Contractor and take possession of all equipment, materials, supplies, tools, appliances, plans, specifications, schedules, manuals, drawings, and other papers relating to the Work, whether at the Work Site or elsewhere, and either complete or correct the Work with its own forces or contracted forces, all at Contractor's expense.
6. Upon any termination of this Contract or of Contractor's rights under this Contract, and at Owner's option exercised in writing, any or all subcontracts and supplier contracts of Contractor shall be deemed to be assigned to Owner without any further action being required, but Owner shall not thereby assume any obligation for payments due under such subcontracts and supplier contracts for any Work provided or performed prior to such assignment.

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

6.4 Owner's Special Remedy for Delay

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

6.5 Terminations and Suspensions Deemed for Convenience

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

ARTICLE VII LEGAL RELATIONSHIPS AND REQUIREMENTS

7.1 Binding Effect

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

7.2 Relationship of the Parties

Contractor shall act as an independent contractor in providing and performing the Work. Nothing in, nor done pursuant to, this Contract shall be construed (1) to create the relationship of principal and agent, partners, or joint venturers between

Owner and Contractor or (2) except as provided in Paragraph 6.3(6) above, to create any relationship between Owner and any subcontractor or supplier of Contractor.

7.3 No Collusion/Prohibited Interests

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

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

7.4 Assignment

Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract without the prior express written approval of Owner, which approval may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written approval shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor.

7.5 Confidential Information

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

7.6 No Waiver

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

7.7 No Third Party Beneficiaries

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

7.8 Notices

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

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

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

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

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

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

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

7.9 Governing Laws

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

7.10 Changes in Laws

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

7.11 Compliance with Laws

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

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

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

7.12 Compliance with Patents

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

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

7.13 Time

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

7.14 Severability

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

7.15 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor.

7.16 Amendments

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

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

(SEAL)

Attest/Witness:

VILLAGE OF HINSDALE

By: _____

By: _____
Kathleen Gargano, Village Manager

Title: _____

Attest/Witness

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS

CONTRACTOR'S CERTIFICATION

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

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

DATED this _____ day of _____, 2015

Attest/Witness:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Subscribed and Sworn to
before me this ____ day
of _____, 2015

My Commission Expires: _____

[SEAL]



11a

September 1, 2015

TO: Thomas K. Cauley, Village President
Village Board of Trustees
Kathleen A. Gargano, Village Manager

FROM: Gina Hassett, Director of Parks & Recreation

REF: Executive Summary - Activities for August 2015

Community Pool

The pool will close for the season on Monday, September 7th. Starting August 16th, the pool has been operating on a "Back-to-School" schedule which means that the pool is closed Monday-Friday for open swim and only open on weekends.

Pass Sales

Pass sales revenue for the same period of the prior year increased .5% (\$569). A detailed table of pass sales is provided in the staff report.

Daily Fees

Daily fee revenue for the same period of the prior year decreased .5% (\$29). Daily fees for July and August increased 29% (\$7,158) over the prior year. Staff is hopeful the last two weekends of the season will be warm resulting in increased sales. Day camps that utilize the pool have been billed for their usage and this will result in additional revenue that will post to daily fees.

Katherine Legge Memorial Lodge

Rental revenue for the month of July is \$27,478, which is an increase of 53% (\$14,566) over the prior year. In July, there were fifteen events held at the Lodge, which is increase of four events over the prior year.

Burns Field Tennis Court Project

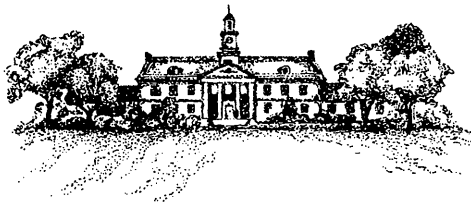
The capital improvement plan includes \$165,000 to make improvements to the Burns Field Tennis courts. At the July 30th Village Board meeting, a contract was awarded to Allstar Asphalt in the amount of \$167,681 to complete the project. The scope of work includes the replacement of the court surface, new fence material, new nets and posts and painting of the existing fence posts.

The pre-construction meeting was held on August 26th. The contractor is scheduled to start the project on August 31st. The initial work will include the removal of the fence material and then removal of the asphalt surface. Once the new asphalt is laid, the courts must cure for at least 14 days before the color coating can be completed. It is estimated that the project will be completed by mid-October. Staff has shared the timeline with District 86 so that they can plan accordingly for their tennis program.

Community Survey

The Village will be working with Eastern Illinois University (EIU) to administer a community needs survey which will be used help to refine current recreational service offerings and determine long range plans. The cost for EIU's services is \$1,850; there will be additional costs for printing and postage that will be managed by Village staff. The survey will be conducted as part of the 2015 fall semester; preliminary data from the survey will be available in January of 2016.

The first phase of the project will include stakeholder interviews. A list of stakeholders will be provided to the University, the list will include representatives from the Village Board, Parks and Recreation Commissioners and members from community organizations. Students will conduct the interviews via phone. The purpose of the interviews is to allow the students to gain insight about the community which will help them to draft the survey. Phone interviews are anticipated to take place from September 7th through 18th. A draft survey will be provided to the staff for review the week of October 5th.



To: President Cauley and Board of Trustees

From: Gina Hassett, Director of Parks & Recreation

Date: September 1, 2015

Subject: Parks & Recreation September Staff Report

The following is a summary of activities completed by the Parks and Recreation Department during the month of August to date.

Katherine Legge Memorial Lodge

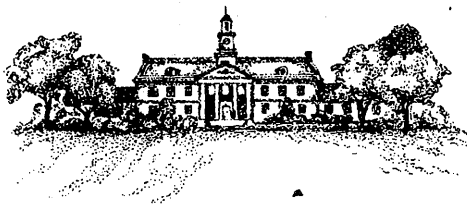
Rental revenue for the month of July is \$27,478, which is an increase of 53% (\$14,566) over the prior year. In July, there were fifteen events held at the Lodge, which is increase of four events over the prior year. Expenses are trending over 15% (\$7,267) lower than the prior year.

EXPENSES	July		YTD		Change Over the Prior year	2015-16 Annual Budget	FY 15-16 % of budget	2014-15 Annual Budget	FY 14-15 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
	\$18,788	\$15,296	\$49,078	\$41,811	(\$7,267)	\$199,700	21%	\$174,511	28%
REVENUES	July		YTD		Change Over the Prior year	2015-16 Annual Budget	FY 15-16 % of budget	2014-15 Annual Budget	FY 14-15 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
KLM Lodge Rental	\$12,909	\$27,475	\$44,104	\$66,245	\$22,141	\$160,000	41%	\$16,000	276%
Caterer's Licenses	\$500	\$1,266	\$11,500	\$13,266	\$1,766	\$15,000	88%	\$16,800	68%
Net	\$13,409	\$28,741	\$55,604	\$79,511	\$23,907	\$175,000	45%	\$32,800	170%

The capital improvement plan includes funds to replace the Lodge carpet and banquet chairs. Staff has met with a vendor to develop the specifications for the carpet replacement. Once they are developed the carpet replacement will be put out to formal bid. The chairs will be replaced after the carpet to ensure the colors are complementary.

Platform Tennis

The platform season will start in mid-September. Letters have gone out to past platform members; current memberships are good through August 31st. Staff will work with the Hinsdale Platform Tennis Association (HPTA) to ensure that individuals playing in their leagues purchase a membership. Per HPTA's court license agreement with the Village, it requires all HPTA league players to have a current Village membership. Membership fees are beginning to come in and the bulk of membership revenue will post in October. Below is a summary of membership revenue.



Platform Tennis Membership Summary

		2012		2013		2014		2015						
Membership as of 3/3/15	Fees	Total Members	Revenue	Total Members	Revenue	Total Members	Revenue	New Members	Renewal Members	Total Members	Change of over Prior Year	Revenue YTD	Change over Prior Yr.	% of Change Over Prior Year
Resident Individual	\$120	73	\$8,520	86	\$9,720	79	\$9,240	0	14	14	-65	\$1,680	-\$7,560	-82%
Resident Family	\$175	37	\$6,630	36	\$6,038	28	\$4,725	0	4	4	-24	\$525	-\$4,200	-89%
Resident Family Secondary	\$0	91	\$0	83	\$0	74	\$0	0	7	7	-67	\$0	\$0	0%
Resident Total		201	\$15,150	205	\$15,758	181	\$13,965	0	25	25	-156	\$2,205	-\$11,760	-84%
Non-Resident Individual	\$289	61	\$17,051	90	\$24,276	102	\$26,908	1	17	18	-84	\$4,913	-\$21,995	-82%
Non-Resident Family	\$345	13	\$4,830	13	\$3,968	16	\$5,865	0	2	2	-14	\$690	-\$5,175	-88%
Non-Resident Secondary	\$0	35	\$0	35	\$0	56	\$0	0	7	7	-49	\$0	\$0	0%
Non-Resident Total		109	\$21,881	138	\$28,244	174	\$32,773	1	26	27	-147	\$5,603	-\$27,170	-83%
Sustaining Lifetime	\$0	335	\$0	298	\$0	291	\$0	0	291	291	0	\$0		
New Lifetime Members	\$1,500	3	\$4,380	0	\$0	0	\$0	0	0	0	0	\$0		
Total Membership Revenue		955	\$37,031	984	\$44,002	1001	\$46,738	2	393	395	-606	\$7,808	-\$38,930	-83%

Lesson information for platform tennis has been included in the fall brochure. Mary Doten, per her agreement with the Village, teaches and coordinates lessons. This is year two of the agreement with Ms. Doten. The terms are that Ms. Doten pays the Village 10% of her gross lesson revenue. HPTA has requested that a compensation package be developed for Ms. Doten that would pay her for her time that she manages the court operation. Staff is evaluating the duties that Ms. Doten performs to see if there are funds in the budget to cover this position.

To ensure that the platform courts are in good condition for the coming season, Riley Green Mountain will be out at the courts the week of August 17th. Repairs included the replacement and tightening of screens, repairs to snow boards and the court doors.

Community Pool

The pool will close for the season on Monday, September 7th. Starting August 16th, the pool has been operating on a "Back-to-School" schedule which means that the pool is closed Monday-Friday for open swim and only open on weekends. High School District 86 rented the pool on weekday mornings from August 17th-28th for the girls swim team practice. The rental allowed staff to extend two lanes of the pool for members for lap swim.

Pass Sales

The table provided below summarizes pass sales through August 24th. Revenue for the same period of the prior year increased .5% (\$569). Frequent rain events and cool weather affected pass sales.

Resident pass sales for the same period of the prior year decreased 12% (\$15,941). The largest decrease is in Family pass sales which has declined 16% (\$16,821) over the prior year.



This is the first year that Neighborly pass rates have been available; the fee is \$75 more than the Resident rate. The rates are offered to residents in the communities of LaGrange, LaGrange Park, Indian Head Park, Western Springs, Willowbrook and Brookfield as these communities do not have municipal or park district pools. Staff has been marketing the rates in these communities.

Neighborly and Non-Resident pass revenues to date are \$28,175 which is an increase of 70% (\$19,520) over the same period of the prior year. Staff had suggested previously that there might be a possibility that the discounted Neighborly rate could have a negative impact on revenue. However, staff is happy to report that Neighborly pass sales have exceeded the total Non-Resident pass sales for the prior year; total Non-Resident pass sales for FY 2014/15 were \$9,118. To date 66 Neighborly Passes have been sold; 13 of these members had previously purchased a Non-Resident pass.

For the same period of the prior year 10-Visit pass sales decreased 12% (\$3,010). Staff evaluated pass sales and of the 66 families that purchased Neighborly rates 13 had previously purchased 10-visit passes. Although this has impacted the 10-visit pass sales staff feels that weather has impacted the sales of the 10-visit pass.



POOL PASS SUMMARY

Feb 1-Aug 24	2014 Pass Revenue				2015 Pass Revenue					
	New Passes	Renew Passes	Total	Revenue	New Passes	Renew Passes	Total	Revenue	% Change Over Prior Year	Change Over the prior year
Resident										
Nanny	48	46	94	\$5,460	36	45	81	\$4,695	-14%	-\$765
Family Primary	89	278	367	\$107,016	81	230	311	\$90,195	-16%	-\$16,821
Family Secondary	286	951	1237	\$0	250	775	1025	\$0		\$0
Individual	6	13	19	\$2,945	4	13	17	\$3,070	4%	\$125
Senior Pass	1	23	24	\$2,000	3	22	25	\$1,920	-4%	-\$80
Family Super	0	25	25	\$8,040	3	25	28	\$9,715	21%	\$1,675
Family Super Secondary	4	68	72	\$3,195	3	31	34	\$1,575	-51%	-\$1,620
Family Super Third	0	4	4	\$30	4	22	26	\$1,215	3950%	\$1,185
Family Super 4+	3	6	9	\$135	8	24	32	\$495	267%	\$360
Individual Super Pass	0	1	1	\$0	0	1	1	\$0		\$0
Senior Super Pass	0	1	1	\$0	0	0	0	\$0		\$0
Resident Total			1853	\$128,821			1580	\$112,880	-12%	-\$15,941
Neighbory										
Neighbor Family	NA	NA	NA		53	13	66	\$24,540		
Neighbory Individual	NA	NA	NA		0	0	0	\$0		
Neighbory Senior	NA	NA	NA		0	0	0	\$0		
Neighbor Add'l	NA	NA	NA		207	38	245	\$0		\$0
Neighbory Total				\$0			311	\$24,540		\$24,540
Non-Resident										
Non Resident Family	8	5	13	\$6,505	1	0	1	\$540	-92%	-\$5,965
Non Resident Family Secondary	26	4	30	\$0	3	0	3	\$0		\$0
Non Resident Individual	3	2	5	\$1,065	0	1	1	\$285	-73%	-\$780
Non Resident Senior	1	6	7	\$1,085	1	8	9	\$1,550	43%	\$465
Non Resident Nanny	NA	NA			14	0	14	\$1,260		
Non-resident Total	28	17	55	\$8,655			28	\$3,635	-58%	-\$5,020
10-Visit	278	74	352	\$24,220	210	64	274	\$21,210	-12%	-\$3,010
TOTAL			2260	\$161,696			2193	\$162,265	0%	\$569

Daily Fees

Daily fee revenue for the same period of the prior year decreased .5% (\$29). Sales for May and June were down 37% (\$7,187) over the prior year due to frequent rain events and cold weather. To date, daily fee revenue for July and August increased 29% (\$7,158) over the prior year. Staff is hopeful the last two weekends of the season will be warm resulting in increased daily sales.

Day camps that utilize the pool have been billed for their usage; this will result in additional revenue that will post to daily fees.



Daily Fee Revenue				
	2014	2015	Change over prior	% Over Prior Year
May	\$3,852	\$935	-\$2,917	-76%
June	\$15,229	\$10,959	-\$4,270	-28%
July	\$13,956	\$18,970	\$5,014	36%
August	\$10,318	\$12,462	\$2,144	21%
Sept	\$608		-\$608	-100%
Total	\$43,963	\$43,326	-\$637	-1%

Community Survey

Over the past three years, the Village has seen a decline in pool memberships. In an effort to determine the reason for this decline, staff proposed to survey residents, focusing on non-pool users to find out their needs as it relates to swimming. In addition, it was determined that it would be beneficial to expand the survey to gain feedback regarding residents' overall recreational needs. The data collected through a survey will be used to help to refine current service offerings and determine long range plans for the Community Pool.

The Village will be working with Eastern Illinois University to administer the survey through its undergraduate Recreation Administration program for a cost of \$1,850. The survey will be conducted as part of the 2015 fall semester course work; preliminary data from the survey will be available in January of 2016. The students, with oversight, will administer the survey which will include staff and stakeholder interviews, survey development, data collection, analysis, and results. Staff and the Parks & Recreation Commission will work with the students to develop and review the survey questions. Below is a tentative timeline for the project.

The first phase of the project will include stakeholder interviews which are anticipated to take place from September 7th through 18th. A draft survey will be provided to the staff for review the week of October 5th.

Fall Brochure & Activities

The fall brochure was delivered to residents on August 3rd. Resident registration began August 10th and the majority of fall program will get underway the second week of September.

Staff is finalizing the plans for the annual Fall Festival that is scheduled for Saturday, October 24th; there has been a date change as the facility is not available for the original date of October 17th. The event will be held at the grounds of the Hinsdale Middle School (HMS). This is the fourth year the event will be held at HMS. The event will be outdoors, but if there is inclement weather the event will be held indoors at the school. This event is



coordinated by the Village and is a partnership with the Hinsdale Library, Hinsdale Chamber of Commerce, and The Hinsdalean.

Staff is also in the early planning stages for its winter holiday events. The Holiday Express, formerly known as the Polar Express, is scheduled for Sunday, December 6th. Due to the popularity of the event and limited slots provided by Metra, a lottery system is utilized for registration of this event; the deadline to register for the lottery is November 11th. Registered participants take the train from Hinsdale to the Aurora station and participants enjoy a buffet, entertainment, crafts and visits with Santa at the Two Brothers Roundhouse banquet facility.

On Saturday, December 12th, families can enjoy Breakfast with Santa at Katherine Legge Memorial Lodge. The event includes a continental breakfast and a visit with Santa.

Website

Staff has been working to update the Village's new website including adding content, forms, photos and brochure content.

Inclusion

The Village is a member agency of the Gateway Special Recreation Association (GSRA). Per the Articles of Agreement of GSRA, the Village is required to reimburse a member agency for its direct program cost in accommodating the special needs of a Hinsdale resident that participates in their programs (i.e. inclusion staff, adaptive equipment, interpreter and the like).

This summer six Hinsdale children with special needs enrolled in summer activities at the Oak Brook and Burr Ridge Park District. Staff met with the families and the member agencies to assess their children's disabilities and it was necessary to hire three one-on-one inclusion aides to assist the individuals at Oak Brook and one aide for Burr Ridge. This is the first time that the Village will have to reimburse a Gateway member agency for inclusion costs, funds were not budgeted for this expense. The cost of the reimbursement is \$6,018.

Costs for Summer Inclusion Aides

Hinsdale Resident Inclusion Aides	\$1,128
Burr Ridge Reimbursement	\$ 120
Oak Brook Park District Reimbursement	<u>\$5,898</u>
	\$7,146
Less Reimbursement from Burr Ridge	<u>(\$ 440)</u>
Total Cost	\$6,706



This summer the Village had two Hinsdale residents that required inclusion aides to participate in programs. This is the first time in eight years that the Village has provided inclusion aides. The total cost for the inclusion aide staff for Village programs is \$1,128.

In addition, a Burr Ridge Park District Resident, whom also required an inclusion aide enrolled in two Village programs. Burr Ridge has been billed \$440 to reimburse the Village for the inclusion staff costs.

The FY 15/16 budget includes \$75,000 for the annual Gateway Special Recreation Services contribution. Hinsdale's annual contribution to Gateway for the 2015/16 fiscal year is \$71,513. The savings of the Gateway contract will not cover the unbudgeted expense but will \$3,219 overage for inclusion services. Staff will continue to evaluate inclusion needs. If there continues to be a need for services staff will recommend that the annual levy be modified to include cost to provide inclusion services.

Field/Park Updates

Burns Field Tennis Court Project

The capital improvement plan includes \$165,000 to make improvements to the Burns Field Tennis courts. High School District 86 has authorized a contribution of \$50,000 towards the project. Design Perspectives was retained by the Village to draft the bid specifications and to manage the Burns Field tennis court improvement project. At the July 30th Village Board meeting, a contract was awarded to Allstar Asphalt in the amount of \$167,681 to complete the project.

The pre-construction meeting was held on August 26th. The contractor is scheduled to start the project on August 31st. The scope of work includes the replacement of the court surface, new fence material, new nets and posts and painting of the existing fence posts. Once the asphalt is laid, the courts must cure for at least 14 days before the color coating can be completed. It is estimated that the project will be completed by mid-October. Staff has shared the timeline with District 86 so that they can plan accordingly for their tennis program.

Athletic Fields

Staff has been coordinating fall field use with community athletic organizations. Usage includes soccer, football, tennis, cross country and lacrosse activities. Public Service's personnel have begun laying out the athletic fields and will stripe them weekly through the first week in November.

Hinsdale Central and Hinsdale Middle School will be hosting cross country meets at KLM Park. The cross country course follows the perimeter fence of KLM Park which has runners crossing the access roads. The schools are required to hire Hinsdale police officers to monitor the traffic at County Line Road and the access roads. During meets it is difficult for



park users, including Lodge guests and staff from the Humane Society, to access the park. Staff communicates the meet schedule park users to ensure activities are not disrupted.

Falcon Football is utilizing space at Oak School and Peirce Park for practices and games that will be held at Brook Park. Given the high attendance previously experienced for Falcon Football games, a letter was sent to residents that reside near Brook Park to inform them of the park schedule. AYSO Soccer will practice and play games at a variety of Village fields. Veeck will be utilized for competitive soccer programs. Lacrosse programs will utilize KLM Park.

Special Use Permits

Requests to use Village parks for large events require a special permit which includes a fee of \$250. Below is a summary of September request that have been approved.

User Group	Event	Location	Date	Time
Falcon Football	Falcon Fest	Robbins Park in conjunction with use of the Community House	Saturday, September 19	4:00-11:00 pm

Memorandum

To: President Cauley & Board of Trustees

From: Robert McGinnis MCP, Community Development Director/Building Commissioner

Date: August 20, 2015

Re: **Community Development Department Monthly Report-July 2015**

In the month of July the department issued 65 permits, including 4 new single family homes. The department conducted 409 inspections and revenue for the month came in at just under \$113,000.

There are approximately 126 applications in house, including 35 single family homes and 15 commercial alterations. There are 34 permits ready to issue at this time, plan review turnaround is running approximately 4-5 weeks, and lead times for inspection requests are running approximately 1-2 days.

The Engineering Division has continued to work with the Building Division in order to complete site inspections, monitor current engineering projects, support efforts to obtain additional state and federal funding, and respond to drainage complaint calls. In total, 82 engineering inspections were performed for the month of July by the division. This does not include any inspection of road program work and is primarily tied to building construction and drainage complaints.

We currently have 31 vacant properties on our registry list. The department continues to pursue owners of vacant and blighted properties to either demolish them and restore the lots or come into compliance with the property maintenance code.

COMMUNITY DEVELOPMENT MONTHLY REPORT July 2015

PERMITS	THIS MONTH	THIS MONTH LAST YEAR	FEEs	FY TO DATE	TOTAL LAST FY TO DATE
New Single Family Homes	4	4			
New Multi Family Homes	0	0			
Residential Addns./Alts.	4	12			
Commercial New	0	0			
Commercial Addns./Alts.	1	7			
Miscellaneous	30	40			
Demolitions	4	4			
Total Building Permits	43	67	\$ 86,235.95	\$438,568.43	\$ 449,182.00
Total Electrical Permits	10	19	\$ 9,460.00	\$ 39,876.00	\$ 33,894.00
Total Plumbing Permits	12	27	\$ 17,197.00	\$ 75,841.00	\$ 60,075.00
TOTALS	65	113	\$ 112,892.95	\$554,285.43	\$ 543,151.00

Citations			\$750		
Vacant Properties	31				

INSPECTIONS	THIS MONTH	THIS MONTH LAST YEAR			
Bldg, Elec, HVAC	228	220			
Plumbing	50	29			
Property Maint./Site Mgmt.	49	113			
Engineering	82	152			
TOTALS	409	514			

REMARKS:

VILLAGE OF HINSDALE - July 28, 2015

Name	Ticket NO.	Location	Violation	Ord Fine	Result
Close, Gordon	9972		Property Maintenance Violations	250	250
Dussman, Judith	9954				
Dussman, Judith	9957		Property maintenance violation		continued
	9958		Property maintenance violation		continued
Glab, Glenn	9969		Property maintenance violation		continued
McCay Turner, Julie	9993		Property maintenance violation	750	default
McCay Turner, Julie	9967		Property maintenance violation	750	default
Mohindra, Hirsch	9998		early start, roadway repair		continued

Fines assessed:

1,650

STOP WORK ORDERS ASSESSED

SWO Issued to Address Reason

Date

SWO assessed:

MONTHLY TOTAL:

750

MEMORANDUM

To: Village President Cauley and Board of Trustees

CC: Kathleen Gargano, Village Manager

From: Emily Wagner, Village Manager's Office

Date: September 1, 2015

Re: Economic Development Staff Report

Economic Development Commission

Annette Brinkmeier, owner of Stockholm Objects, has applied to be a member of the Economic Development Commission (EDC).

Liquor Code

In June, staff began a comprehensive review to update the Village's liquor code. This project has several goals: provide for a user-friendly code and application, ensure public safety officials can efficiently enforce the ordinance, and allow staff to administer a streamlined and understandable code. Staff met with Trustee LaPlaca who provided valuable input to the process. To date, staff reviewed a second draft of the revised Liquor Code in August. Additional revisions are recommended.

Sign Code

In June, staff began the process of reviewing the Village's existing sign code to identify areas for improvement. Those areas include: temporary and permanent window signage, secondary entrances, simplifying the application process, and possibly allowing for additional areas of administrative approval. Similar to the liquor code, staff's objective is to provide for efficient and equitable enforcement throughout the Village. Staff completed a survey of area communities, and met in August to determine which aspects of other municipal sign codes could best apply to Hinsdale. Staff is currently in the process of drafting a revised sign code. Most recently, the issue of sandwich board signs has been discussed in the Village.

Staffing

Since the departure of Tim Scott, staff has looked at various aspects of staffing the Village's economic development needs. To that end, staff has reached out to several economic development professionals for their expertise. The Village met with Business Districts, Inc., which is a firm that specializes in retail and business development. Staff is interested in securing this firm to assist with specific parcels in Hinsdale. Staff is waiting on a cost estimate from this firm.