

VILLAGE OF HANOVER PARK

**VILLAGE BOARD
REGULAR WORKSHOP MEETING
Municipal Building: 2121 W. Lake Street
Hanover Park, IL 60133**

**Thursday, April 17, 2014
6:00 p.m.**

AGENDA

- 1. CALL TO ORDER-ROLL CALL**
- 2. ACCEPTANCE OF AGENDA**
- 3. REGULAR BOARD MEETING AGENDA ITEM REVIEW**
- 4. DISCUSSION ITEMS**
 - a. Amendment to Redevelopment Agreement for 1557-1559 Irving Park Road
 - b. Work Authorization – Education and Work Center and White Box Buildout
 - c. French Market
 - d. Board Workshops
 - e. Budget Amendment – Final Payment to State of Illinois for Natural Gas Pipeline Bike Path Construction
 - f. Consultant Services – Water Main Project
 - g. Purchase of Ford F-450 Truck
 - h. DuPage County Right-of-Way Mowing Resolution
 - i. Village Hall Reconfiguration – Phase Two
 - j. Blanket Purchase Order to Kale Uniform
 - k. Zinc Control Program/Sludge Permit Renewal
 - l. Sludge Hauling and Disposal
 - m. Clarke Environmental Mosquito Management Agreement - Wayne Township
 - n. Liquor Ordinance – Beer Gardens

5. STAFF UPDATES

- a. Hanover Square Update

6. NEW BUSINESS

7. ADJOURNMENT



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
Shubhra Govind, Community & Economic Development Director
Katie Bowman, Village Planner

SUBJECT: Amendment to Redevelopment Agreement for 1557-1559 Irving Park Road

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: April 17, 2014 – Board Workshop

Executive Summary

Move to approve an amendment to the Redevelopment Agreement for redevelopment of the property at 1557-1559 Irving Park Road, extending the project completion deadline to June 30, 2014 and clarifying that sales tax reimbursement will not begin until after issuance of a Final Certificate of Occupancy.

Background

On October 24, 2013, the Village Board approved a Redevelopment Agreement for redevelopment of the property at 1557-1559 Irving Park Road in preparation of the location of a Harbor Freight Tools in the building (Attachment 3).

The Redevelopment Agreement includes incentive and project terms as outlined in the term sheet (Attachment 4). It also includes thorough details related to the required Village approvals and permits reimbursement only after completion of the project; Harbor Freight being obligated to a ten year lease and being open for business; and the availability of funds for reimbursement. In this way, the agreement ensures that work is performed, as agreed upon, and provides long-term improvements to the Village in keeping with our standards and goals. The sharing of TIF funds is targeted toward site improvements that will bring long-term value and benefit to the property.

Discussion

At this time, the property owners have requested an extension to the completion date by which they will complete the agreed upon redevelopment improvements from December 31, 2013 to June 30, 2014. They have stated that they were not able to complete the improvements by the completion date due to extreme winter conditions.

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The proposed amendment to the Redevelopment Agreement changes the improvement completion date to June 30, 2014 and clarifies that the reimbursement of sales tax provided under the agreement, and the calculation of such, will not begin until after the improvements have been made and the Harbor Freight Tools Store has been issued its Final Certificate of Occupancy (Attachment 2).

Following direction from the Village Board at their workshop on March 20, 2014, a Site Improvement Escrow Agreement was established to guarantee completion of required improvements by June 30, 2014 and allow for issuance of a Temporary Certificate of Occupancy. Through the escrow agreement, the property owners deposited \$300,000 with Chicago Title Insurance Company, from which a portion of the \$549,575 cost of remaining improvements is to be paid. See Attachment 5 for the full agreement.

A Temporary Certificate of Occupancy was issued to the property at 1559 Irving Park Road on March 27, 2014. Under this Temporary Certificate of Occupancy, the Harbor Freight Tools business may operate until all work as outlined by the Redevelopment Agreement and Building Permits for the property have been completed.

With the store built out and most of the interior rehabilitation work complete at the property, the remaining work to be performed is generally related to site and façade renovation. Site improvements yet to be performed include reconstruction of parking lot and sidewalks, installation of new site lighting, completion of trash enclosure, completion of site drainage improvements, and installation of new landscaping. Façade and building improvements include completion of repairs and installation of new facade on the west, south, and east walls, as well as completion of roof and HVAC work. See page 7 of the escrow agreement for a detailed list.

Recommendation

Move to pass a Resolution Authorizing an Amendment to the Redevelopment Agreement by and between the Village of Hanover Park, Illinois, and Richard L. Breslich Trust No. 1 and Jean G. Breslich Trust No. 1 concerning 1557-1559 Irving Park Road.

Attachments:

Attachment 1 – Resolution

Attachment 2 – Amendment to Redevelopment Agreement

Attachment 3 – Redevelopment Agreement

Attachment 4 – Redevelopment Agreement Term Sheet

Attachment 5 – Escrow Agreement

Budgeted Item:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	N/A
Budgeted Amount:	\$ N/A		
Actual Cost:	\$ 954,000 (over 15 years)		
Account Number:	037-0000-461-03-79 001-0550-415-03-17		

RESOLUTION NO. R-14-

RESOLUTION AUTHORIZING AN AMENDMENT TO REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF HANOVER PARK AND RICHARD L. BRESLICH TRUST NO. 1 AND JEAN G. BRESLICH TRUST NO. 1

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES of the Village of Hanover Park, Illinois, that the Village President is hereby authorized and directed on behalf of the Village of Hanover Park to enter into an **AMENDMENT TO REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF HANOVER PARK AND RICHARD L. BRESLICH TRUST NO. 1 AND JEAN G. BRESLICH TRUST NO. 1** which Amendment to Redevelopment Agreement is approved by the Village Board and a copy of said Agreement is attached hereto and made a part hereof as Exhibit "A."

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

AYES:

NAYS:

ABSENT:

ABSTENTION:

Approved: _____

Rodney S. Craig
Village President

Attest: _____

Eira Corral, Village Clerk

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AMENDMENT TO REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF HANOVER PARK AND RICHARD L. BRESLICH TRUST NO. 1 AND JEAN G. BRESLICH TRUST NO. 1

This **AMENDMENT TO REDEVELOPMENT AGREEMENT** is made and entered into as of the ____ day of April, 2014 (the “Effective Date”) by and between the **VILLAGE OF HANOVER PARK**, Illinois, a home rule municipal corporation located in Cook and DuPage Counties (the “Village”) and **RICHARD L. BRESLICH TRUST NO. 1 AND JEAN G. BRESLICH TRUST NO. 1** (the “Developer” or “Owner”). The Village and the Developer are sometimes collectively referred to in this Amendment as the “Parties” or individually as a “Party.”

WITNESSETH:

WHEREAS, the Village and Developer entered into a certain Redevelopment Agreement dated October 16 and October 29, 2013 (the “Agreement”) pertaining to the Developer’s improvement of property legally described on Exhibit A-1 attached hereto and made a part hereof by this reference (the “Subject Property”); and

WHEREAS, the Developer is pursuing development of the Subject Property in keeping with the terms and conditions of the Agreement but has asked, by written letter dated March 20, 2014, through the Developer’s attorney for an extension to complete the improvements due to extreme historic winter conditions from December 31, 2013 to June 14, 2014, and the Parties have determined it necessary and appropriate to amend the Agreement; and

WHEREAS, the Developer requested a temporary occupancy permit pending full and final completion which the Village granted subject to an escrow guarantee for unfunded required improvements; and

WHEREAS, the Parties now desire to enter into this Amendment; now, therefore,

FOR AND IN CONSIDERATION of the foregoing preambles and the covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals constitute a material part of this Amendment and by this reference shall be, and are hereby, incorporated herein in their entirety to the same extent as if fully recited in this Section 1 at length.

Section 2. Amendments. The following provisions of the Agreement are hereby amended to be and read as follows:

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A. SECTION 3. E. Start Date.

* * * * *

E. Start Date. Developer agrees to cause the development of the Project. Development of the Project shall commence not later than the date that the last of the following events have taken place (the "Start Date"): Developer having received the last of all required governmental or quasi-governmental permits, approvals or clearances required in connection with its development of the Project (including, without limitation, building and similar permits to be issued by the Village; access or relocation permits if to be issued by the Illinois Department of Transportation or Cook County Department of Transportation; and any other environmental permits and approvals from the Illinois Environmental Protection Agencies), provided, however, the Start Date shall commence on or before November 1, 2013 and shall be completed by ~~December 31, 2013~~ **June 30, 2014**. If Developer does not begin the Project by the Start Date, this Agreement, at the option of the Village, becomes null and void.

* * * * *

B. SECTION 11.A.(i), (iii) (b), and (iv)(b).

* * * * *

(i) Commencing with the ~~opening of Harbor Freight~~, **the first full month following Village's issuance of a Final Certificate of Occupancy for the Redevelopment Project, and after the opening of Harbor Freight**, Village shall reimburse Developer for a portion of its expenses pursuant to the schedule set forth below utilizing portions of the 1% Municipal Retailer's Occupation Tax, or the 1% Municipal Retailer's Service Tax or successor tax to the 1% Municipal Sales Tax that may be enacted by the State of Illinois as a replacement thereto (hereinafter collectively "Sales Tax Revenue") that is collected and received by Village as a result of business transactions by Harbor Freight within the Project as a result of Harbor Freight's sales activity. All sales occurring at Harbor Freight in the Village of Hanover Park which is located upon the Property will be taxed in the Village and the sales tax will be remitted to the Village. Amounts not paid to the Developer shall be retained by Village. In no case shall Developer ever be entitled to and remittance or reimbursement of Village's Home Rule Sales Tax.

* * * * *

(iii)

* * * * *

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- (b) Village has reimbursed the Developer and/or its successor from its collected Sales Tax Revenues from Harbor Freight store pursuant to the above and the split for a period of 10 years commencing ~~with the opening of Harbor Freight's retail facility as~~ provided in (i) above; or

* * * * *

- (iv)

* * * * *

- (b) The calculation shall be made on sales made beginning on the first day of the first complete month following Village's issuance of a Final Certificate of Occupancy for the Redevelopment Project, and after ~~in which the~~ Harbor Freight's facility is open for business and shall end 12 months later ("Annual Period"). Each subsequent annual Period shall begin on the anniversary date of the first Annual Period and shall end 12 months later.

Section 3. Effectiveness of Agreement. All terms and conditions of the Agreement shall remain in full force and effect, except as specifically modified by this Amendment. Accordingly, all capitalized terms that are used in this Amendment, but not defined or amended herein shall have the same meaning given to such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and those of this Amendment, the terms and conditions of this Amendment shall supersede and control.

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IN WITNESS WHEREOF, the Parties have duly executed this Amendment pursuant to all requisite authorizations as of the date of this Amendment.

Richard L. Breslich as Trustee under the provisions of a Trust Agreement dated September 8, 1987 and known as Richard L. Breslich Trust No. 1 to an undivided one-half interest

By: _____
Richard L. Breslich, Trustee

Jean G. Breslich as Trustee under the provisions of a Trust Agreement dated September 8, 1987 and known as Jean G. Breslich Trust No. 1 to an undivided one-half interest

By: _____
Jean G. Breslich, Trustee

VILLAGE OF HANOVER PARK,
ILLINOIS,
an Illinois municipal corporation

By: _____
Its: _____

We, the undersigned Guarantors, of the Redevelopment Agreement, consent to the above Amendment to Redevelopment Agreement and agree to extend our guarantee to the Redevelopment Agreement as amended by the Amendment to Redevelopment Agreement, as heretofore provided.

Dated: _____

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EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 WITH THE CENTER LINE OF IRVING PARK ROAD AS CONSTRUCTED, SAID POINT BEING 907.88 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 387.34 FEET; THENCE SOUTH 78 DEGREES 42 MINUTES 05 SECONDS EAST, 483.112 FEET ALONG A LINE PARALLEL WITH THE CENTER LINE (AS CONSTRUCTED AND PER PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 11203459) OF SAID IRVING PARK ROAD AND THE NORTHWESTERLY EXTENSION THEREOF; THENCE NORTH 11 DEGREES 17 MINUTES 55 SECONDS EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 343.217 FEET TO A POINT ON SAID CENTER LINE OF IRVING PARK ROAD; THENCE NORTH 78 DEGREES 42 MINUTES 05 SECONDS WEST ALONG SAID CENTER LINE, 150.959 FEET; THENCE CONTINUING ALONG SAID CENTER LINE NORTHWESTERLY 410.235 FEET ALONG THE ARC OF A CIRCLE OF 2292.01 FEET RADIUS CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED LINE, TO THE POINT OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND THE TWO PARTS THEREOF DESCRIBED AS FOLLOWS:

EXCEPTION #1:

COMMENCING AT A LINE IN ABOVE DESIGNATED POINT OF BEGINNING; THENCE SOUTHEASTERLY 250.00 FEET ALONG THE AFORESAID ARC OF A CIRCLE; THENCE SOUTH 230.00 FEET ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 71 DEGREES 34 MINUTES 16 SECONDS WEST, 249.873 FEET TO A POINT ON SAID WEST LINE, 230.00 FEET SOUTH OF THE AFORESAID POINT OF BEGINNING; THENCE NORTH ALONG SAID WEST LINE, 230.00 FEET TO SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

EXCEPTION #2:

THAT PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 WITH THE CENTER LINE OF IRVING PARK ROAD AS CONSTRUCTED, SAID POINT BEING 907.88 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 157.34 FEET; THENCE SOUTH 78 DEGREES 42 MINUTES 05 SECONDS EAST, A DISTANCE OF 241.744 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 125.711 FEET TO A POINT, LYING 249.873 FEET SOUTH 71 DEGREES 34 MINUTES 16 SECONDS EAST FROM THE POINT OF BEGINNING, THENCE NORTH 71 DEGREES 34 MINUTES 16 SECONDS WEST, A DISTANCE OF 249.873 FEET TO THE POINT OF BEGINNING; (EXCEPT THAT PART THEREOF LYING WEST OF THE EAST LINE OF BARRINGTON ROAD, AS PER PLAT OF DEDICATION RECORDED JULY 11, 1982 AS DOCUMENT NO. 11114250), IN COOK COUNTY, ILLINOIS

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REDEVELOPMENT AGREEMENT

By and Between

THE VILLAGE OF HANOVER PARK, ILLINOIS,
an Illinois municipal corporation

and

Richard L. Breslich Trust No. 1 and
Jean G. Breslich Trust No. 1

Dated: October 16, 2013

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LIST OF EXHIBITS

Exhibit A	*Legal Description of the Redevelopment Area
Exhibit A-1	*Legal Description of the Property
Exhibit B	Description and Estimated Capital Costs of Harbor Freight
Exhibit C	Redevelopment Plan
Exhibit D	Elements of the Redevelopment Project Eligible for Reimbursement from TIF Funds
Exhibit E	Permitted Liens
Exhibit F	Opinion of Developer's Counsel
Exhibit G	Request for Reimbursement

(An asterisk (*) indicates which exhibits are to be recorded.)

-----space above for recording information-----

REDEVELOPMENT AGREEMENT
Richard L. Breslich Trust No. 1 and
Jean G. Breslich Trust No. 1

This Redevelopment Agreement (this "Agreement") is made as of this 29 day of October, 2013, by and between the Village of Hanover Park, an Illinois municipal corporation (the "Village"), and Richard L. Breslich Trust No. 1 and Jean G. Breslich Trust No. 1 (collectively the "Developer" or "Owner").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the Village has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions through the use of tax increment allocation financing for redevelopment projects and to exercise the power of eminent domain and all other powers under the Act.

C. Village Authority: To induce redevelopment pursuant to the Act, the President and Board of Trustees of the Village (the "Corporate Authorities") introduced and adopted the following ordinances on September 1, 2005: (1) "An Ordinance Adopting and Approving a Tax Increment Financing Redevelopment Plan For the Village of Hanover Park, Illinois (West Irving Park Road Corridor-TIF #4)"; (2) "An Ordinance Designating a Tax Increment Financing Redevelopment Project Area Within the Village of Hanover Park, Illinois (West Irving Park Road Corridor-TIF #4)"; and (3) "An Ordinance Adopting Tax Increment Financing for the Village of Hanover Park, Illinois, In Connection With the Designation of a Tax Increment Financing Redevelopment Project Area (West Irving Park Corridor-TIF #4)", (said ordinances hereinafter collectively referred to as the "TIF Ordinances"). The redevelopment project area (the "Redevelopment Area") is generally located at the intersection of Irving Park Road and

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Barrington Road, generally including the frontage along both sides of Irving Park Road from east of Barrington Road to just west of Cumberland Drive on the north side of Irving Park Road and to just west of Longmeadow Lane on the south side of Irving Park Road.. The Redevelopment Area is legally described in Exhibit A hereto.

D. The Redevelopment Project: Prior to the adoption of the TIF Ordinances, the Developer has owned and continues to own the property in the Redevelopment Area that is legally described and depicted on Exhibit A-1 hereto (the "Property"). The Developer proposes the redevelopment of the property in preparation of a new retail tenant, Harbor Freight Tools USA, Inc., a Delaware corporation ("Harbor Freight"), which new tenant shall be obligated by a building lease agreement between Developer and Harbor Freight with a minimum term of ten (10) years for new occupancy by said tenant of a minimum of approximately 15,000 square feet of an existing approximate 25,000 square foot building as more accurately depicted in the building plans submitted to the Hanover Park Building Department for building permit review on August 22, 2013, which building and property are owned by Developer, said elements of the redevelopment are more completely described in Exhibit B. The Developer's estimate of the capital costs of the Harbor Freight is also contained in Exhibit B.

The specific objectives of the Developer in locating Harbor Freight in the Redevelopment Area include, without limitation:

Expansion of Developer's business in the area;

Access to a competent workforce; and

Access to tax increment financing to reduce the costs of the Redevelopment Project.

The potential contribution of the rehabilitation of the existing approximate 25,000 square foot building to include Harbor Freight to the local economy is substantial and includes:

Increased ad valorem property taxes;

An incentive for related private investment in adjacent properties not owned by Developer;

Strengthening of the Village's commercial sector; and

Employment opportunities during construction and operation of Harbor Freight.

The redevelopment of the Property by remodeling and rehabilitating with improvements described in this Agreement and the redevelopment of the existing approximate 25,000 square foot building to include approximately 15,000 square feet for Harbor Freight redevelopment is referred to herein as the "Redevelopment Project." The completion of the Redevelopment Project would not reasonably be anticipated without the tax increment financing contemplated in this Agreement.

E. Redevelopment Plan: The Redevelopment Project will be carried out in accordance with this Agreement and the Redevelopment Plan for the Establishment of a Redevelopment

Project Area in Hanover Park, Illinois (the "Redevelopment Plan") attached hereto as Exhibit C, as amended from time to time. The parties acknowledge that the Redevelopment Project conforms to the Redevelopment Plan and the comprehensive plan of the Village.

F. Village Financing: In order to achieve the objectives of the Redevelopment Plan, the Village agrees to use, in the amounts set forth in Section 4 hereof, a portion of the Incremental Taxes (the "Tax Increment Proceeds") generated by the Redevelopment Project to pay for or reimburse the Village and the Developer for the Redevelopment Project Costs pursuant to the terms and conditions of this Agreement, and also provide further economic incentive through sales tax reimbursement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this Agreement by reference.

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U. S. C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Hanover Park, Illinois.

"Event of Default" shall have the meaning set forth in Section 11 hereof.

"First Disbursement" shall mean the first disbursement of TIF Funds for Redevelopment Project Costs.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

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“Incremental Taxes” shall mean such ad valorem taxes which, pursuant to the TIF Ordinances and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Finance Director of the Village for deposit by the Finance Director into the Special Tax Allocation Account established pursuant to the Act to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

“Municipal Code” shall mean the Municipal Code of the Village of Hanover Park.

“Permitted Liens” shall mean those liens and encumbrances against the Property and/or the approximate 25,000 square foot building located thereon including Harbor Freight set forth on Exhibit E hereto.

“Redevelopment Project” shall mean the redevelopment of the Owners’ Property in accordance with this Agreement including the new Harbor Freight.

“Redevelopment Project Costs” shall mean the costs of those elements of the Redevelopment Project that are approved for payment from TIF Funds as redevelopment project costs under Section 5/11-74.4-3(q) of the Act and the provisions of this Agreement.

“Term of the Agreement” shall mean the period of time commencing on the date hereof and ending on the twenty-third anniversary of the adoption of the TIF Ordinances.

“TIF-Funded Redevelopment Project Costs” shall mean those Redevelopment Project Costs incurred by the Developer which are reimbursable from TIF Funds and which are identified in Exhibit D.

“TIF Funds” shall mean the Incremental Taxes described in Sections 4.01 - 4.03 hereof.

“Village Attorney” shall mean the Village Attorney of the Village of Hanover Park, Illinois.

“West Irving Park Road Corridor Redevelopment Project Area Special Tax Allocation Account” or the “TIF Fund” shall mean the special tax allocation fund created by the Village in the municipal treasury into which the Incremental Taxes will be deposited.

SECTION 3. THE REDEVELOPMENT PROJECT

A. The Redevelopment Project.

In order to accomplish in part the objectives of the Village to provide for the redevelopment of the Property in conformity with the Redevelopment Plan, the Village agrees to make certain TIF Funds available with respect to the Redevelopment Project as provided in Section 4 and the Developer agrees to rehabilitate, remodel, renovate, and redevelop the Property and improve it and the approximate 25,000 square foot building including operation of Harbor Freight as more fully described in Exhibit B.

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B. Village Review of Plans and Specifications for the Redevelopment Project.

The parties agree that the drawings, plans and specifications submitted to the Village in connection with the Redevelopment Project conform to the Redevelopment Plan, as amended from time to time and this Agreement. The Developer represents that, to the best of its knowledge, the drawings, plans and specifications for the Redevelopment Project conform to all applicable federal, state and local laws, ordinances and regulations. Developer has provided Village with a copy of the fully executed minimum ten year term lease between Owner and Harbor Freight.

C. Evidence of Actual Expenditures.

Attached to this Agreement as Exhibit D is a listing of TIF-Funded Redevelopment Project Costs eligible for reimbursement from TIF Funds under the Act and this Agreement. From time to time, the Developer shall submit evidence to the Village of its expenditures with respect to Redevelopment Project identified on Exhibit D for which it intends to seek reimbursement of TIF-Funded Redevelopment Project Costs from TIF Funds. Such evidence shall be in a form requested by the Village that permits the Village to meet its reporting and audit obligations under the Act. Developer's reimbursement request shall be initiated with the Request for Reimbursement in the form attached hereto as Exhibit G. With respect to the TIF-Funded Redevelopment Project Costs, the evidence shall include, upon request of the Village, a copy of the pricing provisions from the contract or contracts for that work and information that the costs of the TIF-Funded Redevelopment Project Costs are commercially reasonable. In connection with each such submission, the Developer shall certify that:

- a) the total amount of the expenditures represents the actual amount paid by the Developer with respect to the Redevelopment Project;
- b) each of the expenditures is a TIF-Funded Redevelopment Project Cost under the Act and this Agreement;
- c) the Developer approved all services, work and materials and/or costs with respect to the expenditure, and such services, work and materials and/or costs substantially conform to the requirements of the Redevelopment Plan, this Agreement and the Act.

D. Village Approval. The Village shall promptly review and take action with respect to each expenditure submission. The Village shall approve those expenditure submissions that qualify under the Act and this Agreement for reimbursement from TIF Funds under the provisions of Section 4 hereof. Those approved expenditures are referred to herein as "TIF-Funded Redevelopment Project Costs".

E. Start Date. Developer agrees to cause the development of the Project. Development of the Project shall commence not later than the date that the last of the following events have taken place (the "Start Date"): Developer having received the last of all required governmental or quasi-governmental permits, approvals or clearances required in connection with its development of the Project (including, without limitation, building and similar permits to be issued by the Village; access or relocation permits if to be issued by the Illinois Department of Transportation

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or Cook County Department of Transportation; and any other environmental permits and approvals from the Illinois Environmental Protection Agencies), provided, however, the Start Date shall commence on or before November 1, 2013 and shall be completed by December 31, 2013. If Developer does not begin the Project by the Start Date, this Agreement, at the option of the Village, becomes null and void.

F. Utilities, Fees and Assistance to Developer. The Village and Developer agree that Developer shall be obligated to pay in connection with the development of the Redevelopment Project, those water, sanitary sewer, building permit, engineering inspection, and other fees generally applicable in the Village. Developer hereby expressly acknowledges that the Village shall have no financing obligations in connection with the Redevelopment Project or the TIF Improvements except as expressly provided herein.

G. No Liens. Developer agrees that all TIF Improvements shall be free of all mechanics' and materialman's liens which could arise as a result of Developer's TIF Improvements. Developer hereby agrees and covenants to indemnify and hold harmless the Village from all costs and expenses, including reasonable attorneys' fees and costs of litigation, in the event any liens are filed in Redevelopment Project as a result of the acts or omissions of the Developer, its agents, or independent contractors.

H. Costs. The Village and Developer agree that Developer shall cause the construction of the TIF Improvements indicated on Exhibit B in accordance with the Plans to be approved by the Village. In addition to any other condition for reimbursement, to be eligible for reimbursement for the TIF Improvements or the Sales Tax Reimbursement, Developer shall first have expended at least \$2,650,000 in capital costs of the Redevelopment Project. Developer shall advance all funds and all costs necessary to complete the construction of such improvements and to otherwise complete the Redevelopment Project. Developer shall be responsible to complete all TIF Improvements and to complete the construction of all items referenced in the Plans which are approved by the Village, without regard to whether the actual cost of same exceeds the estimates therefore contained on Exhibit B.

SECTION 4. FINANCING; TIF-FUNDED REDEVELOPMENT PROJECT COSTS

A. Costs of Redevelopment Project and Sources of Funds. The Developer shall use equity or borrowed funds to pay for the costs of design and construction of the redevelopment of the Property as set forth in this Agreement including the new Harbor Freight and shall seek reimbursement for TIF-Funded Redevelopment Project Costs from TIF Funds generated by the Redevelopment Project (the "Property") as set forth in this Section.

B. Financing of TIF-Funded Redevelopment Project Costs.

1) The Village shall deposit the Incremental Taxes generated by the Redevelopment Area into the TIF Fund and will provide a portion of the monies deposited into the Special Tax Allocation Account solely from the Redevelopment Project Property of Developer to the Developer to reimburse it for the Redevelopment Project Costs with respect to the TIF-Funded Redevelopment Project Costs up to a maximum reimbursement of six hundred ninety thousand dollars (\$690,000) as follows:

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a) During the term of this Agreement and upon proof of Developer's (Owner's) payment of the second installment of property taxes on the Redevelopment Project Property, the Incremental Taxes derived from the Redevelopment Project Property of Developer shall be annually deposited in the TIF Fund and shall be allocated and disbursed in accordance with this Agreement and the Act as follows:

From the Incremental Taxes generated solely from the Redevelopment Project Property of the Developer and deposited in the TIF Fund:

Fifty percent (50%) will annually be made available to the Developer to reimburse it for TIF-Funded Redevelopment Project Costs for the Redevelopment Project approved by the Village under the Act and pursuant to this Agreement.

Once the Developer has been paid the lesser of, a) six hundred ninety thousand dollars (\$690,000) or b) the total TIF-Funded Redevelopment Project Costs incurred by the Developer, from the Special Tax Allocation Account, then 100% of all remaining Incremental Taxes deposited shall be distributed by Village in accordance with the Redevelopment Plan and the Act.

C. Use and Disbursement of TIF Funds

1. Uses of TIF Funds. The Village's obligation to make payments for TIF-Funded Redevelopment Project Costs under this Agreement is a special obligation of the Village limited to TIF Funds and does not constitute a general obligation of the Village or a pledge of the taxing power of the Village. The Developer shall not have the right to compel the Village to exercise any taxing power to reimburse the Developer for TIF-Funded Redevelopment Project Costs. TIF Funds as provided for in this Agreement shall be used to reimburse the Developer for costs that constitute TIF-Funded Redevelopment Project Costs upon a determination by the Village that the Developer has submitted documentation satisfactory in form and substance to the Village evidencing such cost and its eligibility as a TIF-Funded Redevelopment Project Cost under the Act and this Agreement.

2. Conditional Grant of TIF Funds. Notwithstanding any other provision of this Agreement, the total amount of Incremental Taxes disbursed to the Developer with respect to any year shall in no event ever exceed an amount equal to forty percent (40%) of the Incremental Taxes received by the Village with respect to this Redevelopment Project Area (West Irving Park Corridor-TIF #4) for that calendar year during the term of this Agreement; provided further, that in no event shall the Developer ever receive in the aggregate Incremental Taxes in an amount in excess of six hundred ninety thousand dollars (\$690,000).

3. Preconditions to First Disbursement. The following conditions shall be complied with to the Village's satisfaction on or before the First Disbursement:

a) Opinion of the Developer's Counsel. The Developer shall furnish the Village with an opinion of counsel for the Developer, substantially in the form attached hereto as Exhibit F.

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- b) Litigation. The Developer shall provide to the Village a description of all pending or threatened litigation or administrative proceedings involving the Developer which could have a material adverse effect on the Redevelopment Project.
- c) Governmental Approvals. The Developer shall have secured all necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and shall submit evidence thereof reasonably acceptable to the Village.
- d) Title. The Developer shall have furnished the Village with evidence, satisfactory to the Village, that the Developer is the title holder of the Property.
- e) Insurance. The Developer, at its own expense, shall have obtained for the Redevelopment Project the insurance required by Section 8 hereof and shall have delivered certificates evidencing the required coverages to the Village.
- f) Open for Business and Cost. Harbor Freight shall have been completed in accordance with the Redevelopment Plan, a minimum term ten year lease between Owner and Harbor Freight shall have been entered into for the Harbor Freight store on the Property and a copy delivered to the Village Attorney, the completion of all Exhibit B work at a cost of not less than \$2,650,000.00, the completion of all Exhibit D work in substantial compliance with the Site Improvement Plans prepared by Landmark Engineering Group, consisting of 2 pages and dated October 16, 2013, and the Village shall have issued a Certificate of Occupancy for Harbor Freight and the grand opening of Harbor Freight shall have occurred and its operations fully commenced.

4. Disbursement Certifications. From time to time during the term of this Agreement, the Developer may submit requests for reimbursement of TIF-Funded Redevelopment Project Costs from the Special Tax Allocation Account in the form attached hereto as Exhibit G. Delivery by the Developer to the Village of any request for disbursement of TIF Funds hereunder shall, in addition to the items therein expressly set forth, constitutes a certification to the Village as of the date of such request for disbursement that:

- a) the representations and warranties contained in this Redevelopment Agreement are true and correct in all material respects and the Developer is in substantial compliance with all covenants contained herein;
- b) no Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default exists or has occurred;
- c) the Developer has satisfied all other preconditions to disbursement of TIF Funds for that disbursement, including but not limited to requirements set forth in the TIF Ordinances, this Agreement and the Act; and
- d) the requested disbursement is for TIF-Funded Redevelopment Project Costs which are qualified under applicable law and this Agreement and have been approved by the Village as required by this Agreement.

SECTION 5. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER

A. General. The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of TIF Funds hereunder, that:

1. the Trusts constituting the Developer is lawfully existing and is qualified to do business in Illinois;

2. the Developer has the right, power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder;

3. the execution, delivery and performance by the Developer of this Agreement have been duly authorized by all necessary action, and does not violate any of the terms of the Trusts, as amended and supplemented, of the Developer, or any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

4. the Developer is solvent and able to pay its debts as they mature;

5. there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, or, to the knowledge of Developer, threatened or affecting the Developer which would materially impair its ability to perform under this Agreement;

6. the Developer has or will obtain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to design, construct and operate Harbor Freight;

7. the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound, which default would have a material adverse effect on the design, construction or operation of Harbor Freight;

B. Covenant to Redevelop. Developer's improvements shall comply with the current zoning, building, and sign ordinances and regulations of the Village. Upon the Developer's receipt of all required permits, governmental approvals, the Developer shall construct and operate the Redevelopment Project including all of its obligations under this Agreement and shall assure the operation of Harbor Freight in accordance with this Agreement, and all Exhibits attached to this Agreement, the TIF Ordinances, and all applicable federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable thereto. The covenant set forth in this Section 5(B) and the remedy for breach thereof provided in Section 12.B shall run with the land and be binding on any transferee. The right of the Developer to receive any disbursement of TIF Funds in any year shall be conditioned on its delivery to the Village of a certificate of compliance with respect to this covenant.

C. Redevelopment Plan. The Developer represents that the design, construction and operation of Harbor Freight is and shall be in compliance with all of the terms of the Redevelopment Plan.

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D. Use of TIF Funds. TIF Funds disbursed to the Developer shall be used by the Developer solely to reimburse the Developer for its payment of the TIF-Funded Redevelopment Project Costs as provided in this Agreement.

E. Conflict of Interest. The Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the Village or of any Village commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the Village in the planning and preparation of the Redevelopment Plan or Project, owns or controls, has owned or controlled or will own or control any interest in the Developer, the Property or Harbor Freight.

F. Insurance. The Developer, at its own expense, shall comply with all provisions of Section 8 hereof.

G. Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Property and Harbor Freight are as of the date hereof and shall remain in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Property and Harbor Freight and its operation.

H. Recording and Filing. The Village shall cause this Agreement, certain exhibits (as specified by the Village Attorney), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and real property records of Cook County, Illinois within fifteen (15) days after the date hereof. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Village shall transmit to the Developer an executed original of this Agreement showing the date and recording number of record.

I. Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section 5 and elsewhere in this Agreement shall be true, accurate and complete on the date of the Agreement and shall be in effect throughout the term of the Agreement.

J. To the extent required by law, the Developer shall comply with, and shall require its contractor to comply with, the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* (the "PWA"). The Developer hereby agrees to indemnify and hold the Village harmless from all liability, loss, cost, fine, penalty, interest, or other expense, including court costs and attorneys' fees relating to any such judgments, awards, litigation, suits, demands or proceedings that may result from any failure by the Developer or its contractors or subcontractors to comply with the PWA.

SECTION 6. COVENANTS/REPRESENTATIONS/WARRANTIES OF VILLAGE

A. General Covenant. The Village represents, warrants and covenants, as of Closing, that:

1. Power. The Village has the right, power and authority as a home rule unit of local government to enter into, execute and deliver this Agreement and to perform its obligations hereunder;

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2. Due Authorization. The execution, delivery and performance by the Village of this Agreement has been duly authorized by all necessary actions and will not violate any applicable provision of law or constitute a breach of, a default under, or require any consent under any agreement to which it is a party, or under any law by which it is bound; and

3. No Litigation. Except as has been disclosed in writing to Developer, there are no actions or proceedings before any court, governmental commission, board, bureau or any other administrative agency pending or, to the knowledge of the Village, threatened or affecting the Village which would impair its ability to perform under this Agreement.

B. Survival of Covenants. All warranties, representations, and covenants of the Village contained in this Section 6 or elsewhere in this Agreement shall be true, accurate, and complete on the date of this Agreement and shall be in effect throughout the term of the Agreement.

SECTION 7. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the Village that Harbor Freight will be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the Village harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the Village as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever, or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the Village or the Developer under any Environmental Laws relating to the Property.

SECTION 8. INSURANCE

A. Coverage. During the period of construction of TIF-Funded Redevelopment Project Costs, the Developer shall provide and maintain, at the Developer's own expense, or cause its contractor to provide the insurance coverages and requirements specified below (or in such other types and amounts as the Village may otherwise consent to by written instrument).

1. Coverage.

a) Worker's Compensation and Employers Liability Insurance. Worker's Compensation and Employers Liability Insurance, as prescribed by applicable law covering all employees who are to provide a service with respect to the TIF-Funded Redevelopment Project Costs and Employer's Liability coverage with limits of not less than \$500,000 each accident or illness;

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b) Commercial General Liability Insurance (Primary and Umbrella). Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages shall include the following: All premises and operations, products/completed operations (for a minimum of two years following completion), sudden and accidental pollution, independent contractors, separation of insured, defense, and contractual liability (with no limitation endorsement). The Village is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work;

c) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the contractor shall provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Village is to be named as an additional insured on a primary, noncontributory bases;

d) Builders Risk Insurance. When the contractor undertakes any construction, including improvements, betterments, and/or repairs, the contractor shall provide, or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the Redevelopment Project. Coverages shall include but are not limited to the following: collapse, boiler and machinery, if applicable; and

e) Professional Liability. When any architects, engineers, construction managers or other professional consultants perform work with respect to Redevelopment Project, Professional Liability Insurance covering acts, errors, or omissions shall be maintained with limits of not less than \$1,000,000. Coverage shall include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

B. Other Requirements. The Developer will furnish the Village original certificates of insurance evidencing the required coverage to be in force before beginning work, and renewal certificates of insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the work. The receipt of any certificate does not constitute agreement by the Village that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of the Agreement. The failure of the Village to obtain certificates or other insurance evidence from the Developer shall not be deemed to be a waiver by the Village. The Developer shall advise all insurers of the provisions of this Agreement regarding insurance. Non-conforming insurance shall not relieve the Developer of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the Village retains the right to terminate this Agreement until proper evidence of insurance is provided. The insurance shall provide for 30 days prior written notice to be given to the Village in the event coverage is substantially changed, canceled, or non-renewed. Any and all deductibles or self insured retentions on referenced insurance coverages shall be borne by the Developer. The Developer agrees that insurers shall waive rights of subrogation against the

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Village, its employees, elected officials, agents, or representatives. The Developer expressly understands and agrees that any coverages and limits furnished by the Developer shall in no way limit the Developer's liabilities and responsibilities specified within this Agreement or by law. The Developer expressly understands and agrees that the Developer's insurance is primary and any insurance or self insurance programs maintained by the Village shall not contribute with insurance provided by the Developer under this Agreement. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

SECTION 9. INDEMNIFICATION

A. Developer Indemnification. The Developer agrees to indemnify, defend and hold the Village, its officials, agents and employees harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the Village, its officials, agents and employees and arising from or in connection with (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Developer's or any contractor's or subcontractor's of any tier failure to pay its contractor, any subcontractors of any tier or materialmen of any tier in connection with the Redevelopment Project undertaken by the Developer, or (iii) the existence of any material misrepresentation or omission in this Agreement or the Redevelopment Plan or any other document directly or indirectly related to this Agreement that is the result of information supplied or omitted to be supplied by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer, or (iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto.

SECTION 10. MAINTAINING RECORDS/RIGHT TO INSPECT

A. Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the TIF-Funded Redevelopment Project Costs. All such books, records and other documents, including but not limited to, contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices during normal business hours for inspection, copying, audit and examination by an authorized representative of the Village at the Village's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to any TIF-Funded Improvement.

B. Inspection Rights. In addition to property inspections pursuant to Village building codes and ordinances, upon three (3) business days' notice, any authorized representative of the Village shall have reasonable access to all portions of the Project and the Property during normal business hours during the construction of Harbor Freight.

SECTION 11. SALES TAX REIMBURSEMENT PROVISIONS

A. Prior to the first sales tax reimbursement, the Developer shall have satisfied the Preconditions to First Disbursement found in Section 4 C 3. of this Redevelopment Agreement,

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and if so then in further consideration of the Developer redeveloping the Property, Village also agrees to reimburse the Developer for a portion of the costs of redeveloping the Property to develop a Harbor Freight retail operation. Village agrees to remit to the Developer certain monies without any interest whatever as follows:

(i) Commencing with the opening of Harbor Freight, Village shall reimburse Developer for a portion of its expenses pursuant to the schedule set forth below utilizing portions of the 1% Municipal Retailer's Occupation Tax, or the 1% Municipal Retailer's Service Tax or successor tax to the 1% Municipal Sales Tax that may be enacted by the State of Illinois as a replacement thereto (hereinafter collectively "Sales Tax Revenue") that is collected and received by Village as a result of business transactions by Harbor Freight within the Project as a result of Harbor Freight's sales activity. All sales occurring at Harbor Freight in the Village of Hanover Park which is located upon the Property will be taxed in the Village and the sales tax will be remitted to the Village. Amounts not paid to the Developer shall be retained by Village. In no case shall Developer ever be entitled to and remittance or reimbursement of Village's Home Rule Sales Tax.

(ii) The Sales Tax Revenue derived from Harbor Freight is allocated per the following formula: Annual Periods 1 to 10 - the Sales Tax Revenue is paid 60% to Village and 40% to Developer. Thereafter, the Sales Tax Revenue is paid 100% to Village.

All Sales Tax Revenues would be payable based upon the provisions set forth below.

(iii) Duration. Village's obligation to reimburse the Developer from its collected Sales Tax Revenue shall continue until the first to occur of any of the following events at which time its obligation shall end:

- (a) The Developer ceases to operate the approximate minimum 15,000 square foot Harbor Freight on the Property; or
- (b) Village has reimbursed the Developer and/or its successor from its collected Sales Tax Revenues from Harbor Freight store pursuant to the above and the split for a period of 10 years commencing with the opening of Harbor Freight's retail facility; or
- (c) The principal amount reimbursed to the Developer shall have reached \$264,000 (there being no interest due whatever); or

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(d) Notwithstanding any other term in this Agreement, December 31, 2023.

(iv) Calculation of Reimbursement.

- (a) The amount of the reimbursement shall be calculated on taxable sales made by Harbor Freight only.
- (b) The calculation shall be made on sales made beginning on the first day of the first complete month in which the Harbor Freight's facility is open for business and shall end 12 months later ("Annual Period"). Each subsequent Annual Period shall begin on the anniversary date of the first Annual Period and shall end 12 months later.

B. Sales Tax Reports and Reimbursement Mechanism. The Developer shall require Harbor Freight, as a provision in its lease with Harbor Freight, to provide Village with exact copies of any and all sales tax returns, sales tax reports, sales reports, amendments, or any other information whether paper or electronic (the "Documentation") filed with the State of Illinois or other appropriate Governmental entity, which documents are being provided to Village for purposes of identifying Sales Tax Revenues collected pursuant to this Economic Incentive Agreement. Further, Harbor Freight shall be required to sign documents required by Village and/or the Department of Revenue of the State of Illinois, to allow Village access to sales tax documents filed by Harbor Freight with the State of Illinois Department of Revenue for the Village store.

Within one hundred twenty (120) days following the end of each Annual Period, the Developer shall also submit to Village, true and correct copies of all Documentation or a summary thereof, as requested by Village needed to make the reimbursement for the Annual Period. Not later than thirty (30) days after receipt of all Documentation or a summary thereof, as determined by Village, for the applicable Annual Period, Village shall remit by its check in full to the Developer the Developer's share of the Sales Tax Revenue for that particular Annual Period provided, Village shall be under no obligation to remit any monies whatsoever until all Sales Tax Revenues are received by Village from the Illinois Department of Revenue for the applicable Annual Period and Village is satisfied through its verification that the amounts for Harbor Freight are an accurate reflection of the returns on file with Department of Revenue for the State of Illinois.

Since it is anticipated that there will be a three to four month lag in Village receiving its portion of the Sales Tax Revenue from the State of Illinois, but subject to the limitations of (iii) of paragraph A above, the reimbursement payments may continue following the expiration of the 10 year period until the final receipt of said Sales Tax Revenue by Village from the State of Illinois pursuant to this Agreement and until the final reimbursement payment is made to the Developer by Village. In no event shall the reimbursement to the Developer cover more than 10 Annual Periods.

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Between the first day and the last day of each Annual Period and prior to either the payment of the last of monies, if any, to be paid to the Developer by Village for the prior Annual Period, Village and the Developer shall cooperate with one another in auditing all monies paid or to be paid and endeavor to agree upon the amount, if any, due from one to the other.

C. **Waivers.** The Developer agrees, that upon the request of Village, it shall furnish such consents or waivers as may be required by the Illinois Department of Revenue to allow the Illinois Department of Revenue to furnish Village with Sales Tax Revenue information concerning the Harbor Freight facility.

D. **Indemnification as to Claims Arising from this Section 11.** In the event that a claim, action or suit is made or filed against Village arising from this sales tax reimbursement economic incentive of this Section 11 or any undertaking by either party pursuant to this Section, Village shall notify the Developer thereof. The Developer agrees to defend, hold harmless and indemnify Village, its President, Trustees, representatives, employees, attorneys and agents in both their official and individual capacities, from and against any and all claims, actions and suits of every kind and nature, including liabilities, damages, costs, expenses and reasonable attorney's fees arising out of or alleged to have arisen out of the provisions of this Section 11 or any undertaking by either party pursuant to this Section 11. In the event it is finally determined by any court of competent jurisdiction (including exhaustion of all regular appeals) that any of the sales tax reimbursement cannot legally be performed by Village or are not within the statutory or constitutional authority conferred upon Village as a municipality, then no further liability for the performance of such sales tax reimbursement shall attach to Village or the Developer or any of their respective officials, officers, agents, attorneys or employees. The Developer's liability under this paragraph shall not exceed the costs and expenses of defense (including reasonable attorney's fees) and the repayment of all amounts paid by the Village as sales tax reimbursement to the Developer. The Village shall have no obligation to defend any such claim, suit or action or participate in any defense made by the Developer unless the cost and expense thereof is paid by the Developer.

E. **Limited Obligation.** Village's obligation to reimburse the Developer for a portion of the expense of redevelopment of the Property and its obligation to make any payments to the Developer and/or its successor or successors with sales tax reimbursement constitutes a limited obligation of Village payable solely from amounts available from the Sales Tax Revenue that is collected and remitted to Village as a result of business transactions occurring at the aforesaid Harbor Freight pursuant to this Section 11. Said obligations do not now and shall never constitute a general indebtedness of Village within the meaning of any State of Illinois constitutional or statutory provision, and shall not constitute or give rise to a pecuniary liability of the Village or a charge against its general credit or taxing power.

SECTION 12. DEFAULT AND REMEDIES

A. **Events of Default.** The occurrence of any one or more of the following events, subject to the provisions of Section 12.C, shall constitute an "Event of Default" hereunder:

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1. the failure of a party to perform, keep or observe any of the material covenants, conditions, promises, agreements or obligations under this Agreement, or any related agreement;
2. the making or furnishing by a party of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
3. the closure of Harbor Freight (for the purposes of this provision "closure" shall be deemed to have occurred if Harbor Freight is not open and operating for a period in excess of ten consecutive weeks, unless such closure is due to 1) remodeling which results in a closure of not more than four (4) consecutive months or 2) an ongoing repair occasioned by a casualty which Developer is diligently pursuing).

B. Remedies. Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement. Upon the occurrence of an Event of Default by the Developer, the Village may discontinue all further disbursements of TIF Funds as of the occurrence of said Event of Default. In the event the non-defaulting party is the Developer, it may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy against the Village, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

C. Curative Period. In the event a party shall fail to perform a monetary covenant, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the defaulting party shall have failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the non-defaulting party specifying that it has failed to perform such monetary covenant. In the event the defaulting party shall fail to perform a non-monetary covenant, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the defaulting party shall have failed to cure such default within thirty (30) days of its receipt of a written notice from the non-defaulting party specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the defaulting party shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

SECTION 13. NON-ASSIGNMENT MORTGAGING AND SALE OF THE PROJECT

Except as provided for below, the Developer's rights and duties under this Agreement shall not be assignable, delegated, or transferable at any time without the prior written approval of the Village, which after six months from the date of this Agreement will not be unreasonably withheld. Any assignment of legal or equitable right, delegation, or transfer without such consent shall make this Agreement null and void at the option of Village. The lease of the property or part of it to users of the Project or part of it is not prohibited by this Agreement.

If a bona fide mortgagee, who has lent to Developer on this Redevelopment Project at least 50% of the aggregate of the total Cost Estimate on Exhibit B, shall succeed to the Developer's

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interest in the Property or any portion thereof pursuant to the exercise of remedies under the mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with the terms of this Agreement, the Village hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such mortgagee accepts all of the obligations and liabilities of the Developer hereunder. However, if such person does not expressly accept an assignment of such interest, that person shall be entitled to no right or benefits and shall have no obligations under this Agreement.

SECTION 14. NOTICE

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the address set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certified mail, return receipt requested.

If to the Village	Village of Hanover Park, Illinois 2121 Lake Street Hanover Park, IL 60103 Attn: Village Manager Fax: (630) 823-5786
With a copy to:	Village of Hanover Park, Illinois 2121 Lake Street Hanover Park, IL 60103 Attn: Village Attorney Fax: (630) 823-5786
If to the Developer:	Richard L. Breslich Trust No. 1 and Jean G. Breslich Trust No. 1 440 Wing Park Blvd. Elgin, IL 60123 Fax:
With a copy to:	William C. Graft Graft & Jordan 2800 West Higgins Road, Suite 980 Hoffman Estates, IL 60169 Fax: 847-519-7301

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 15. MISCELLANEOUS

A. Amendment. Except as provided herein, this Agreement and the Exhibits attached hereto may not be amended without the prior written consent of the parties.

B. Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

C. Limitation of Liability. No member, official or employee of the Village shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the Village or for any amount which may become due to the Developer from the Village or any successor in interest or on any obligation under the terms of this Agreement.

D. Further Assurances. The Developer and the Village each agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

E. Waiver. Waiver by the Village or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the Village or the Developer in writing.

F. Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

G. Disclaimer. Nothing contained in this Agreement nor any act of the Village shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the Village.

H. Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

J. Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held void or invalid by a court of competent jurisdiction, such holding shall not affect the other provisions of this Agreement which can be given effect without the invalid or void provision and to this effect the provisions of this Agreement are severable.

K. Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances such ordinance(s) shall prevail and control.

4.a

L. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

M. Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the Village shall be in form and content reasonably satisfactory to the Village.

N. Approval. Wherever this Agreement provides for the approval or consent of a party, or any matter is to be to the party's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the party, in writing and in the reasonable discretion thereof.

O. Binding Effect. Subject to SECTION 13, this Agreement shall be binding upon the Developer, the Village and their respective successors and assigns and shall inure to the benefit of the Developer, the Village and their successors and assigns.

P. Force Majeure. Neither the Village nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder.

Q. Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

R. Settlers and Beneficiaries of the Trusts. The following two Settlers and Beneficiaries of the two Trusts that constitute the Developer and their residence address are:

NAME	ADDRESS
Richard L. Breslich	440 Wing Park Blvd. Elgin, IL 60123
Jean G. Breslich	440 Wing Park Blvd. Elgin, IL 60123

By signing this Agreement in any capacity and guaranteeing its performance, each of the aforesaid represent and warrant to the Village (1) that they have not been involved in a personal bankruptcy or a bankruptcy of a business that they were a partner, officer, or stockholder of five (5%) percent or more of the stock, within the past seven years and (2) that there are no outstanding judgments against them or either of them, and there is no litigation pending against any of them individually, jointly, or as an officer or principal of any company.

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

Richard L. Breslich as Trustee under the provisions of a Trust Agreement dated September 8, 1987 and known as Richard L. Breslich Trust No. 1 to an undivided one-half interest

By: Richard L. Breslich Trustee
Richard L. Breslich, Trustee

Jean G. Breslich as Trustee under the provisions of a Trust Agreement dated September 8, 1987 and known as Jean G. Breslich Trust No. 1 to an undivided one-half interest

By: Jean Breslich
Jean G. Breslich, Trustee

VILLAGE OF HANOVER PARK, ILLINOIS,
an Illinois municipal corporation

By: [Signature]
Its: Village President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, CHERYL M. ANDERSON, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Richard L. Breslich, Trustee of the Richard L. Breslich Trust No. 1, and Jean G. Breslich, Trustee of the Jean G. Breslich Trust No. 1, personally known to me to be the Trustees of the aforesaid Trusts, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal this day of October 17, 2013.

Cheryl M Anderson
Notary Public

My Commission Expires August 23, 2016



4.a

STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, Susan Krauser, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Rodney Craig, personally known to me to be the Village President of the Village of Hanover Park, Illinois (the "Village"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him by the Village, as his free and voluntary act and as the free and voluntary act of the Village, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 29 day of October, 2013.

Susan Krauser
Notary Public

My Commission Expires 12-27-15



GUARANTEE

On this *17th* day of *October*, 2013, for and in consideration of the Village of Hanover Park entering into the aforesaid Redevelopment Agreement, which would not be entered into by Village without this guarantee as an inducement to do so, and for other good and valuable consideration, the undersigned, Richard L. Breslich and Jean G. Breslich, jointly and severally hereby guarantee full and complete performance by Developer, its authorized and permitted successors or assigns of all covenants and agreement of the above Redevelopment Agreement by it or them.

Richard L. Breslich

Richard L. Breslich

Jean Breslich

Jean G. Breslich

(To be signed by each person listed in R. of Section 15. of the Agreement)

EXHIBIT A

LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA

IRVING PARK ROAD CORRIDOR REDEVELOPMENT PROJECT AREA

That part of the southwest fractional quarter and the southeast quarter of Section 30, Township 41 North, Range 10 East of the Third Principal Meridian described as follows:

Commencing at the southwest corner of Lot 3 of the Hanover Highlands Unit 10 Subdivision, recorded as Document No. 20672558 as a point of beginning, that point also being the intersection of the east right-of-way line of Barrington Road and the north right-of-way line of Bristol Lane; thence 171.57 ft. easterly along said north right-of-way line of Bristol Lane to a point of deflection; thence 939.54 ft. southeasterly along said north right-of-way line to the southeast corner of Lot 4 of Hanover Highlands Unit 10 Subdivision; thence continuing southeasterly 60.00 ft. along the extension of said north right-of-way line to the northwest corner of Lot 6 of the Pasquinelli's Coventry Place Subdivision, recorded as Document No. 93371220, that point also being on the east right-of-way line of Kingsbury Drive; thence 166.84 ft. southerly along said east right-of-way line of Kingsbury Drive; thence 133.52 ft. southerly along an arc convex to the west with a radius of 170.00 ft.; thence 313.41 ft. southeasterly along said east right-of-way line; thence 86.57 ft. southerly along an arc convex to the east with a radius of 230.00 ft. to the southwest corner of Lot 21 of Pasquinelli's Coventry Place Subdivision; thence 208.16 ft. easterly to the southeast corner of Pasquinelli's Coventry Place Subdivision, that point also being on the north right-of-way line of Bristol Lane; thence 135.00 feet easterly along said north right-of-way line of Bristol Lane to the southeast corner of Lot 1 of Block 32 of the Hanover Highlands Unit 5 Subdivision, recorded as Document No. 19868966; thence continuing easterly 60.00 ft. along the direction of said north right-of-way line to a point on the east right-of-way line of Cumberland Drive; thence 363.10 ft. south along said east right-of-way line of Cumberland Drive to the southwest corner of Lot 1 of Block 34 of the Hanover Highlands Unit 5 Subdivision, that point also being the intersection of the east right-of-way line of Cumberland Drive and the north right-of-way line of Irving Park Road; thence 200.54 ft. easterly along said north right-of-way line of Irving Park Road; thence 395.09 ft. southerly to a point on a line parallel to and 293.22 ft. south of the south right-of-way line of Irving Park Road and 2000.00 ft. east of the west line of Section 30, Township 41 North, Range 10 East of the Third Principal Meridian, that point also being the southeast corner of the lot commonly known as 1301 Irving Park Road; thence 1947.07 ft. westerly along a line parallel to and 293.22 ft. south of the south right-of-way line of Irving Park Road to a point on the east right-of-way line of Barrington Road; thence 1249.87 ft. north along said east right-of-way line of Barrington Road to the point of beginning, encompassing 45.86 acres all in Cook County, Illinois.

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 WITH THE CENTER LINE OF IRVING PARK ROAD AS CONSTRUCTED, SAID POINT BEING 907.88 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 387.34 FEET; THENCE SOUTH 78 DEGREES 42 MINUTES 05 SECONDS EAST, 483.112 FEET ALONG A LINE PARALLEL WITH THE CENTER LINE (AS CONSTRUCTED AND PER PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 11203459) OF SAID IRVING PARK ROAD AND THE NORTHWESTERLY EXTENSION THEREOF; THENCE NORTH 11 DEGREES 17 MINUTES 55 SECONDS EAST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 343.217 FEET TO A POINT ON SAID CENTER LINE OF IRVING PARK ROAD; THENCE NORTH 78 DEGREES 42 MINUTES 05 SECONDS WEST ALONG SAID CENTER LINE, 150.959 FEET; THENCE CONTINUING ALONG SAID CENTER LINE NORTHWESTERLY 410.235 FEET ALONG THE ARC OF A CIRCLE OF 2292.01 FEET RADIUS CONVEX TO THE SOUTHWEST AND TANGENT TO THE LAST DESCRIBED LINE, TO THE POINT OF BEGINNING, EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND THE TWO PARTS THEREOF DESCRIBED AS FOLLOWS:

EXCEPTION #1:

COMMENCING AT A LINE IN ABOVE DESIGNATED POINT OF BEGINNING; THENCE SOUTHEASTERLY 250.00 FEET ALONG THE AFORESAID ARC OF A CIRCLE; THENCE SOUTH 230.00 FEET ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTH 71 DEGREES 34 MINUTES 16 SECONDS WEST, 249.873 FEET TO A POINT ON SAID WEST LINE, 230.00 FEET SOUTH OF THE AFORESAID POINT OF BEGINNING; THENCE NORTH ALONG SAID WEST LINE, 230.00 FEET TO SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

EXCEPTION #2:

THAT PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SOUTHWEST 1/4 WITH THE CENTER LINE OF IRVING PARK ROAD AS CONSTRUCTED, SAID POINT BEING 907.88 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 230.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 157.34 FEET; THENCE SOUTH 78 DEGREES 42 MINUTES 05 SECONDS EAST, A DISTANCE OF 241.744 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 125.711 FEET TO A POINT, LYING 249.873 FEET SOUTH 71 DEGREES 34 MINUTES 16 SECONDS EAST FROM THE POINT OF BEGINNING, THENCE NORTH 71 DEGREES 34 MINUTES 16 SECONDS WEST, A DISTANCE OF 249.873 FEET TO THE POINT OF BEGINNING; (EXCEPT THAT PART THEREOF LYING WEST OF THE EAST LINE OF BARRINGTON ROAD, AS PER PLAT OF DEDICATION RECORDED JULY 11, 1982 AS DOCUMENT NO. 11114250), IN COOK COUNTY, ILLINOIS

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EXHIBIT B

DESCRIPTION AND ESTIMATED CAPITAL COSTS

OF THE REDEVELOPMENT PROJECT

NOT LESS THAN \$2,650,000

- Site Improvements:
 - Remove and reconstruct Parking Lot
 - Install new landscape areas and plantings throughout site
 - Install new site lighting, including on building and in parking lot
 - Re-engineer storm water drainage onsite with proper out flow, installing new storm drain system in accordance with Village approved plans
 - Construct new code-compliant trash enclosure
 - Reconstruct exterior walkways both on public and private property, including ADA accessibility
 - Remove underground propane tank

- Exterior Building Improvements:
 - Replace existing roof with new roof
 - Replace existing and provide new HVAC units
 - Repair overhead doors along rear of building
 - Install reinforcing finish on brick exterior walls, including tuck pointing and reinforcing as necessary
 - Install new façade along north and west elevations and follow Village design guidelines, materials to be approved by Village
 - Replace rain gutters and integrate into site drainage system as approved by Village

- Interior Building Improvements: (vacant space only)
 - Rehabilitate concrete floors
 - Upgrade electrical service to meet current code
 - Upgrade interior lighting to meet current code
 - Upgrade fire sprinklers to meet current code
 - Reconstruct restrooms to ADA Standards and to meet current code
 - Reseal windows to meet current code
 - Obtain a detailed asbestos report and Remove asbestos as necessary within building and roof

4.a

EXHIBIT C

REDEVELOPMENT PLAN

Irving Park Road Corridor Project Redevelopment Area

Tax Increment Financing District

Eligibility Study, Redevelopment Plan, and Project

Village of Hanover Park

June 6, 2005

As on File with the Village of Hanover Park

4.a

EXHIBIT D

TIF-FUNDED REDEVELOPMENT PROJECT COSTS ELIGIBLE FOR TIF FUNDS

Element	Estimated Cost
TIF-Funded Redevelopment Project Costs	\$850,000

Site Improvements

- Remove and reconstruct Parking Lot
- Install new landscape areas and plantings throughout site
- Install new site lighting, including on building and in parking lot
- Re-engineer storm water drainage onsite with proper out flow, installing new storm drain system in accordance with Village approved plans
- Construct new code-compliant trash enclosure
- Reconstruct exterior walkways both on public and private property, including ADA accessibility
- Remove underground propane tank

In substantial conformance with Site Improvement Plans prepared by Landmark Engineering Group, consisting of 2 pages and dated October 16, 2013.

4.a

EXHIBIT E

PERMITTED LIENS

One proposed first mortgage in an amount not to exceed \$3,000,000.00

EXHIBIT F

OPINION OF DEVELOPER'S COUNSEL

[To be retyped on the Developer's Counsel's letterhead]

_____, 2013

Village of Hanover Park
2121 Lake Street
Hanover Park, IL 60103

Ladies and Gentlemen:

We have acted as counsel to the Richard L. Breslich as Trustee under the provisions of a Trust Agreement dated September 8, 1987 and known as Richard L. Breslich Trust No. 1 to an undivided one-half interest, and Jean G. Breslich as Trustee under the provisions of a Trust Agreement dated September 8, 1987 and known as Jean G. Breslich Trust No. 1 to an undivided one-half interest, and to Richard L. Breslich and Jean G. Breslich (the "Developer"), in connection with the construction of certain facilities thereon located in the West Irving Park Road Corridor Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

- (a) a Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the Village of Hanover Park (the "Redevelopment Agreement");
- (b) the original or certified, conformed or photostatic copies of the Developer's (i) Trust Agreements, (ii) qualification to do business and certificates of good standing in Wisconsin and Illinois, and (iii) records of all Trust proceedings relating to the Project; and
- (c) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that with respect to the Developer:

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1. The Developer consists of two inter vivos Trust Agreements validly existing and valid under the laws of the State of Illinois, has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business under the laws of Illinois.

2. Developer has full right, power and authority to execute and deliver the Agreement and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's Trust Agreements or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing.

3. The execution and delivery of the Agreement and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. The Agreement has been duly executed and delivered by a duly authorized representative of Developer, the currently authorized and acting Trustee, and constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. To the best of our knowledge after diligent inquiry, no judgments are outstanding against Developer or the two guarantors of the Redevelopment Agreement, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or the guarantors or affecting the Developer or its property or the guarantors, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer nor the guarantors are not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer, the guarantors, or its or their business.

6. To the best of our knowledge after diligent inquiry, there is no default by the Developer or the guarantors or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which it or its properties is bound.

4.a

7. To the best of our knowledge after diligent inquiry, the real estate on which the Project is located is free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the Agreement.

8. The execution, delivery and performance of the Agreement by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

9. To the best of our knowledge after diligent inquiry, the Developer owns or possesses the property, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at the Developer's request for the benefit of the Village of Hanover Park and its counsel and may not be disclosed to or relied upon by any other person.

Very truly yours,

EXHIBIT G

REQUEST FOR REIMBURSEMENT

The undersigned developer, _____, does hereby certify, swear and affirm under oath to the Village of Hanover Park as follows:

1. That since submission of the last request for reimbursement, if any, to the Village of Hanover Park, Illinois, (the "Village"), _____ has expended or has caused to be expended the sum of \$ _____ (the "Expenditures") on the following TIF FUNDED REDEVELOPMENT PROJECT COSTS eligible for reimbursement. Project Costs for work which has been completed by the contractor on Owner's Property / Harbor Freight (the Project) or in support of it through _____, 2013, as follows:

ITEM NO.	ITEM DESCRIPTION	QUANTITY AWARDED	COMPLETED	UNIT PRICE	TOTAL
	TOTAL VALUE OF WORK COMPLETED TO DATE			\$	
	TOTAL TO BE RETAINED (usually 10%)			\$	
	AMOUNT OF PREVIOUS PAYMENT			\$	
	TOTAL AMOUNT DUE			\$	

2. Total for which certification is sought:

3. That all of the Expenditures have been made in accordance with the Redevelopment Agreement, and the Law.

I certify that the above quantities and amounts are correct and are eligible for payment and:

- a) the total amount of the expenditures represents the actual amount paid by the Developer with respect to the Redevelopment Project;
- b) each of the expenditures is a TIF-Funded Redevelopment Project Cost under the Act and this Agreement;
- c) the Developer approved all services, work and materials and/or costs with respect to the expenditure, and such services, work and materials and/or costs substantially conform to the requirements of the Redevelopment Plan, this Agreement and the Act.

I further certify that all funds expended or caused to be expended (the expenditures) as above described for project costs were solely private funds of Developer and no such funds had their origin directly or indirectly from government funds (federal, state or local grants or loans).

Subscribed and sworn to before me
this ____ day of _____, 2013.

Notary Public

4.a

TERM SHEET - Development Reimbursement for TIF Eligible Redevelopment Project Costs

1557 - 1559 Irving Park Road Redevelopment

Subject to verification that all developer's expenditures to be reimbursed by the TIF Increment are authorized by the TIF Act, and premised on the project not reasonably being anticipated to be developed or redeveloped without the hereafter financial assistance, the following represents the preliminary understanding of the Owner of the above real estate and the Village staff concerning terms to be included in a draft redevelopment agreement to be considered by the Village's corporate authorities.

1. **Timing**

The development is tentatively scheduled to begin on or before October 15, 2013 and conclude on or before December 15, 2013.

2. **Project Scope**

The project will include redevelopment of the property by the Owner in preparation of a new retail tenant who shall be obligated by a building lease agreement concerning a minimum term of 10 years, with new occupancy by said tenant of 15,000 square feet of the 25,000 square foot building. Work will address building, zoning, and other code deficiencies documented by Village, as well as agreed upon leasehold improvements for the new tenant. All improvements shall comply with current zoning, building, and sign ordinances and regulations. The project is depicted on Exhibit ____, with final design and scope subject to both the Village's discretionary approval as well as its final development and building permit approval. The Redevelopment will include Owner improvements to the following areas, as proposed by the Owner:

- Site Improvements:
 - o Remove and reconstruct Parking Lot
 - o Install new landscape areas and plantings throughout site
 - o Install new site lighting, including on building and in parking lot
 - o Re-engineer storm water drainage onsite with proper out flow, installing new storm drain system in accordance with Village approved plans
 - o Construct new code-compliant trash enclosure
 - o Reconstruct exterior walkways both on public and private property, including ADA accessibility
 - o Remove underground propane tank and clean up as required
- Exterior Building Improvements:
 - o Replace existing roof with new roof
 - o Replace existing and provide new HVAC units
 - o Repair overhead doors along rear of building
 - o Install reinforcing finish on brick exterior walls, including tuck pointing and reinforcing as necessary

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- Install new façade along north and west elevations and follow Village design guidelines, materials to be approved by Village
- Replace rain gutters and integrate into site drainage system as approved by Village
- Interior Building Improvements: (vacant space only)
 - Remove and Reconstruct concrete floors
 - Upgrade electrical service to meet current code
 - Upgrade interior lighting to meet current code
 - Upgrade fire sprinklers to meet current code
 - Reconstruct restrooms to ADA Standards and to meet current code
 - Reseal windows to meet current code
 - Obtain a detailed asbestos report and remove asbestos as necessary within building and roof

3. Project Costs

Owner's Project Costs will include at a minimum the following:

- Site Improvements:	\$850,000
- Building Improvements:	<u>\$1,800,000</u>
Total	\$2,650,000

To be eligible for reimbursement for the TIF Improvements to be specified in the agreement, Project Costs must equal or exceed the above amounts and be certified by the Village in accordance with the provisions of the Agreement. The procedures to obtain Village Certificate of Eligibility for the Owner's Costs in order to be reimbursed by a portion of the TIF Increment will be described in the Agreement. Owner shall be responsible to complete all of Owner's Improvements, including the TIF funded portion of the improvements, and to complete the construction of all items referenced in the Village approved Plans, without regard to whether the actual cost of the same exceeds the amounts set forth herein or in any subsequent agreement between the parties.

4. Sources of Revenues

There are two primary sources of revenue to be derived from the improvement of the property. These terms are premised on the property being used for retail sales including, in particular, the retail sales of the Tenant for the full term of the lease for the additional 15,000 square feet of space. There are new sales tax revenues expected to be generated from the property, and also tax increment financing revenues generated from the property over and above the higher assessment of (i) the 2012 Tax Assessment Year or (ii) the assessment of the property as frozen upon the previous certification by the County Clerk. These revenues are not currently being generated or received by the Village, as the new tenant space is vacant.

5. Public Expenses

The public expenses for the project include sharing of a portion of the 1% municipal sales tax with the owner from the new tenant space, and also reimbursing developer from a portion of the incremental property tax generated from the property by the owner's

4.a

project. These public expenses will be utilized to assist the owner through a reimbursement system following owner's expenditures and construction of the required improvements in order to financially assist owner for a portion of owner's TIF-eligible improvement costs. Total incentives offered by the Village will not exceed 37 percent (37%) of the total owner's site improvement and building improvement costs and shall not exceed the following:

- Incremental Property Tax: A maximum of \$690,000 based on no more than
 - o 50% of incremental property tax deposited into a TIF #4 fund generated solely from the property for the remaining life of the TIF (up to 15 years)
 - o To be paid annually, but only from available funds after Village's receipt of said funds and proof of owner's payment of second installment of property taxes.
 - o Village's obligation to pay from the 50% TIF increment generated by the property will be subject, however, to amounts first owed to Menard's under a previous TIF Agreement between Village and Menard's, a copy of which owner has examined, and also subject to any claimed refunds or returns of TIF incremental taxes to Cook County claimed or deducted from any TIF allocation by the County of Cook.

- Sales Tax:
 - o 40% of Village's 1% municipal sales tax payable from sales derived from retail sales at the new leased business for up to 10 years (but not to exceed \$264,000 in the aggregate)
 - o To be paid semi-annually or annually based upon receipt concerning the new tenant's sales from quarterly sales tax report from the State of Illinois.

- **Total: TIF and Sales Tax Reimbursement up to \$954,000**

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SITE IMPROVEMENTS ESCROW AGREEMENT (To Assure Completion of Improvements)

THIS AGREEMENT (herein "Agreement") is entered in this 27th day of March, 2014.

**** PARTIES ****

"APPLICANT": Richard L. Breslich Trust No. 1, Jean G. Breslich Trust No. 1, and Richard L. Breslich and Jean G. Breslich, both individually

"ESCROWEE": Chicago Title Insurance Company
Telephone: 815-479-5936 Facsimile: 815-455-1739

"VILLAGE": Village of Hanover Park, an Illinois municipal corporation

WHEREAS, APPLICANT desires a temporary occupancy permit from VILLAGE for the occupancy of Harbor Freight for an initial soft opening prior to its grand opening; and

WHEREAS, approval by the VILLAGE is conditioned upon completion by the APPLICANT of Improvements (herein the "Improvements") as described in the approved plans; and

WHEREAS, VILLAGE will not grant said approval until adequate provision has been made to guarantee completion of the Improvements and warrant the estimated cost to be \$549,575.00 as provided within Exhibit "A"; which is estimated cost as approved by VILLAGE as specified in Exhibit A which Improvements shall be installed in accordance with the applicable VILLAGE ordinances and codes; and

WHEREAS, provision has been made whereby APPLICANT may, in order to obtain a temporary occupancy permit prior to completion of all of the Improvements, file a guarantee acceptable to VILLAGE to secure in part the actual construction of the Improvements; now, therefore,

IN CONSIDERATION of the premises and other valuable consideration, the parties agree as follows:

1. ADDITIONAL DEFINITIONS.

"APPLICANT," "ESCROWEE" and "VILLAGE" as used in this Agreement, shall also refer to all heirs, executors, administrators, successors, and/or assigns of APPLICANT, ESCROWEE and VILLAGE, respectively.

"Incidental Costs," as used in the Agreement, shall mean engineering and architect fees, administrative expenses, court costs, attorneys' fees (whether incurred by in-house or independent counsel), insurance premiums, mechanic's or material men's liens, and/or any other cost and interest thereon incurred by VILLAGE, occasioned by APPLICANT'S of ESCROWEE'S failure to perform any and/or all obligations under this Agreement.

"Failure to Perform" or "Fail to Perform," as used in this Agreement, shall mean, in

4.a

addition to those acts specified previously, the non-performance in a timely manner by a party to this Agreement of any obligation, in whole or in a part, required of such party by the terms of this agreement or required by VILLAGE ordinance or other applicable law. The occurrence of such shall give the other party or parties the right to pursue any and all remedies available at law, in equity, and/or otherwise available pursuant to the terms of the Agreement.

2. PURPOSE FOR AGREEMENT. The parties hereto expressly acknowledge that the purpose of this Agreement is not only to guarantee in part the proper and final completion of the Improvements named herein, but also, among other things, to eliminate and avoid the harmful effects of incomplete development.

3. UNRELATED OBLIGATIONS OF APPLICANT. The benefits and protection provided by this Agreement shall inure solely to VILLAGE and not to third parties, including, but not limited to, purchasers, contractors, subcontractors, laborers, suppliers, or others. ESCROWEE and VILLAGE shall not be liable to claimants or others for obligations of APPLICANT under this Agreement. VILLAGE and ESCROWEE shall further have no liability for payment of any costs or expenses of any party who attempts to make a claim under payments to, give notices on behalf of, or otherwise have obligations to any alleged claimants under this Agreement.

4. COMPLETETION DATE. APPLICANT shall complete the Improvements on or before June 30, 2014.

5. SPECIFIC ENFORCEMENT. APPLICANT has entered into this Agreement with VILLAGE for the purpose of guaranteeing construction of the Improvements. VILLAGE shall be entitled to specifically enforce APPLICANT'S obligation under this Agreement to construct and install the Improvements in a manner satisfactory to VILLAGE. VILLAGE shall also be entitled to specifically enforce ESCROWEE'S own performance required by this Agreement.

6. APPLICANT INDEPENDENT OBLIGATION. APPLICANT expressly acknowledges, understands, and agrees that its obligation to complete the Improvements and/or fulfill any other obligations under this Agreement or VILLAGE ordinances is independent of any obligation of VILLAGE, either express or implied. APPLICANT further acknowledges that its obligation to complete the Improvements is independent of any other remedy available to VILLAGE to secure proper completion of the Improvements and therefore, acknowledges that APPLICANT may not assert as a defense that VILLAGE has remedies against other entities or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform as outlined in this Agreement, or preclude VILLAGE from requiring APPLICANT'S performance under this Agreement.

7. APPLICANT'S FURTHER OBLIGATION. It is expressly understood and agreed upon among the parties that this Agreement shall not relieve APPLICANT from the obligation to complete and pay for the Improvements in full. Should APPLICANT Fail to Perform in any degree its responsibilities under this Agreement, APPLICANT agrees to compensate VILLAGE for all costs, including Incidental Costs, related to the APPLICANT'S Failure to Perform its obligation to complete the Improvements to the extent that such costs are not adequately covered by the Proceeds.

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8. ESCROW ACCOUNT. As an independent guarantee to VILLAGE for the purpose of insuring construction and installation of the Improvements APPLICANT hereby assigns and sets over to VILLAGE all its right, title and interest in and to that certain Escrow Account with ESCROWEE, entitled: CLS 201409979 (herein the "Account") in the amount of: \$300,000.00 (herein the "Proceeds"). The VILLAGE makes no claim regarding interest which may be earned on such account. APPLICANT shall pay any and all fees that are or may be charged by the ESCROWEE in association with the management of this escrow; however, the payment of such fees shall not be paid from this escrow account.

9. REDUCTION OF PROCEEDS. The Proceeds may be reduced upon written request of APPLICANT as the Improvements are installed, subject to the prior written approval of VILLAGE's Manager. The amount of the reduction, if any, shall be determined by VILLAGE. Such requests may be made only once every 30 days and no reductions shall be authorized until such time as VILLAGE has inspected the Improvements and found them to be in compliance with VILLAGE standards. All reductions shall be by the written authorization and at the discretion of VILLAGE. It is understood by APPLICANT and VILLAGE that the escrowed deposit is approximately 2/3 of the work remaining. Accordingly, no more than 2/3 of any obligation shall be approved by VILLAGE for payment from escrowed funds. APPLICANT shall, at all times, pay 1/3 or more from funds other than escrowed funds towards any obligation.

10. FINAL ACCEPTANCE. Notwithstanding the fact that certain of the Proceeds may be released upon partial completion of the Improvements neither shall any partial release nor full release of the Proceeds constitute final acceptance of the Improvements by VILLAGE. Final acceptance of the Improvements shall be official only upon written notice to APPLICANT from VILLAGE expressly acknowledging such and in the form of a final Certificate of Occupancy.

11. APPLICANT INDEMNIFICATION. APPLICANT agrees to indemnify, save harmless and defend VILLAGE, its officers, agents and employees, from and against any and all liability which may arise as a result of the installation of the Improvements prior to VILLAGE's final acceptance of the Improvements as defined here and any and all liability which may arise as a result of the Improvements not being completely installed prior to VILLAGE's issuance of a final Certificate of Occupancy and any and all liability which may arise as a result of VILLAGE being a party or having any liability pursuant to the Chicago Title and Trust Escrow Trust No. CLS 201409979.

12. RELEASE OF PROCEEDS. In the event the Improvements have been installed to the satisfaction of VILLAGE pursuant to this Agreement and VILLAGE's ordinances, within the above stated time period, VILLAGE agrees to execute a written release of the remaining Proceeds.

13. DEMAND FOR PROCEEDS. In the event the Improvements are not installed to the satisfaction of VILLAGE pursuant to this Agreement and VILLAGE Ordinances, within the above stated time period, and/or APPLICANT fails to perform any obligation under this Agreement or VILLAGE Ordinances, ESCROWEE shall remit to VILLAGE, upon VILLAGE'S written demand, the Proceeds. VILLAGE may use and expend all the Proceeds, or such lesser amount as may be estimated by VILLAGE to be necessary to complete the Improvements as required herein.

Prior to exercising its right to the remedies set forth above, VILLAGE shall give APPLICANT written notice of any alleged default specifying the nature of the default claimed and APPLICANT

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shall have a period of ten (10) days from the receipt of said notice of default, to correct such default.

Written notice issued in accordance with this Section shall be transmitted to APPLICANT.

14. **INADEQUATE PROCEEDS.** If the Proceeds and APPLICANT's additional funds are inadequate or, in the opinion of VILLAGE, become inadequate to pay the cost of the completion of the Improvements according to VILLAGE standards for whatever reason including previous reductions, APPLICANT shall be responsible for the deficiency independent of ESCROWEE.

Additionally, no further permits shall be issued, no certificates of occupancy issued, no business license shall be issued, and further, any existing temporary Certificates of Occupancy, permits or business licenses applicable to the project or completion of the Improvements may be immediately suspended or revoked by the VILLAGE Manager, or other VILLAGE official authorized by the VILLAGE Manager or ordinances of VILLAGE to revoke such permits or licenses, until the Improvements are completed, or, until sufficient funds have been deposited in the escrow account to insure completion of the remaining Improvements. Furthermore, the cost of completion of the Improvements shall include reimbursement to VILLAGE for all costs including but not limited to construction costs and any Incidental Costs incurred by VILLAGE in completing the Improvements and/or collecting the Proceeds.

15. **ACCESS TO PROPERTY.** Should VILLAGE elect to use the Proceeds to complete the Improvements, APPLICANT herein expressly grants the VILLAGE and any contractor or other agent hired by VILLAGE the right of access to the project property to complete the Improvements.

16. **MECHANIC/MATERIALS LIENS.** Should VILLAGE elect to complete or remedy the Improvements, APPLICANT shall indemnify, defend and hold harmless VILLAGE from and against any liability for any mechanic's or material men's liens as a result of any work of any contractor (including subcontractors and material men of any such contractor or agent) hired by VILLAGE which may arise due to a failure of this Agreement of insufficient Proceeds to cover such costs.

17. **FAILURE TO PERFORM.** In addition to those events previously of subsequently described herein, the following shall be considered Failure to Perform on the part of APPLICANT, the occurrence of which shall entitle VILLAGE to invoke any and all remedies outlined in this Agreement of any and all remedies it may have in equity of a law: APPLICANT(S) abandonment of the project as determined by VILLAGE; APPLICANT's insolvency, appointment of a receiver or filing a foreclosure proceeding against the project property; the project being conveyed in lieu of foreclosure.

18. **TIME IS OF THE ESSENCE.** Time is of the essence of the Agreement. In case either party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity, or law.

19. **GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Illinois. This Agreement shall be further governed by VILLAGE ordinances in effect at the time of the execution of this Agreement.

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20. ASSIGNABILITY, NO THIRD PARTY BENEFICIARY. No right of rights shall ever be assigned or sublet in part or in whole without the written consent of the parties to this Agreement. This Agreement is made solely and specifically between and for the benefit of the parties to it and their respective successors and assigns subject to the provisions of it relating to successors and assigns, and no other person, individual, corporation or entity, shall have any rights, interest, or claims under this Agreement or be entitled to any benefits on account of this Agreement as a third party beneficiary or otherwise.

WHEREUPON, the parties hereto have set their hands the day and year first above written.

APPLICANT:

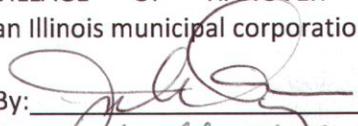
Richard L. Breslich as Trustee under the provisions of a Trust Agreement dated September 8, 1987 and known as Richard L. Breslich Trust No. 1 to an undivided one-half interest

By: _____
Richard L. Breslich, Trustee and Individually

Jean G. Breslich as Trustee under the provisions of a Trust Agreement dated September 8, 1987 and known as Jean G. Breslich Trust No. 1 to an undivided one-half interest

By: _____
Jean G. Breslich, Trustee and Individually

VILLAGE OF HANOVER PARK, ILLINOIS,
an Illinois municipal corporation

By:  _____
Its: Village Manager

20. ASSIGNABILITY, NO THIRD PARTY BENEFICIARY. No right of rights shall ever be assigned of sublet in part or in whole without the written consent of the parties to this Agreement. This Agreement is made solely and specifically between and for the benefit of the parties to it and their respective successors and assigns subject to the provisions of it relating to successors and assigns, and no other person, individual, corporation of entity, shall have any rights, interest, or claims under this Agreement of be entitled to any benefits on account of this Agreement as a third party beneficiary of otherwise.

WHEREUPON, the parties hereto have set their hands the day and year first above written.

APPLICANT:

Richard L. Breslich as Trustee under the provisions of a Trust Agreement dated September 8, 1987 and known as Richard L. Breslich Trust No. 1 to an undivided one-half interest

By: Richard L. Breslich
Richard L. Breslich, Trustee and Individually

Jean G. Breslich as Trustee under the provisions of a Trust Agreement dated September 8, 1987 and known as Jean G. Breslich Trust No. 1 to an undivided one-half interest

By: Jean G. Breslich
Jean G. Breslich, Trustee and Individually

VILLAGE OF HANOVER PARK, ILLINOIS,
an Illinois municipal corporation

By: _____
Its: _____

4.a

EXHIBIT "A"

Building Official's Opinion of Remaining Work and Construction Cost

<u>Associated Permit</u>	<u>Description of Remaining Work</u>	<u>Anticipated Cost</u>
<u>Interior Rehab- White Box</u>		
	HVAC system- test and balance report submitted by design professional	\$ 4,000.00
<u>Site Renovation</u>		
	Demolition and removal of existing pavement, base, curb and gutter, sidewalk, light pole bases and lights, misc.	\$ 57,300.00
	Erosion control, traffic control, remove and stabilize unsuitable subgrade	\$ 20,000.00
	Install new curb and gutter, barrier curb, repair and replace base, install 3" bituminous pavement	\$ 135,500.00
	Install PCC Pavement @ Irving Park Rd Entrance, Curb and Gutter, Sidewalk and Base material	\$ 29,500.00
	Dumpster pad, enclosure, and gates	\$ 13,000.00
	Install parking lot light bases and lights, update Comcheck report for building wall lights	\$ 25,000.00
	Handicap parking signs remounted, parking lot striping	\$ 10,000.00
	Install topsoil , install sod in sodded areas	\$ 11,250.00
	Install trees, shrubs, perennials, and mulch	\$ 18,625.00
<u>Façade Renovation</u>		
	Scaffolding, complete repairs of substrate surface	\$ 9,000.00
	Remaining portions of EIFS base and final coatings installed on west, south, and east elevations	\$ 31,400.00
	Remaining portions of thin brick installed	\$ 4,000.00
	Install new roof membrane, flashings, coping	\$ 162,000.00
	Final painting and finishing	\$ 14,000.00
<u>Signs</u>		
	Auto Zone sign - obtain permit and installation	\$ 5,000.00
<i>Total Opinion of Probable Construction Costs</i>		\$ 549,575.00



Chicago Title Insurance Company

101 N. Virginia Street, Suite 190
Crystal Lake, IL 60014
(815)455-1570
(815) 455-1739 fax

JOINT ORDER #2 ESCROW TRUST INSTRUCTIONS

ESCROW TRUST #1409-201409979-001

DATE: March 25, 2014

To: Chicago Title and Trust Company, Escrow Trustee:

Customer Indemnification:

Party #1: Jean Breslich and Richard Breslich

Party #2: Village of Hanover Park, Juliana Maller, Village Manager

Property Address: 1559 Irving Park Road, Hanover Park, Illinois.

Proposed Disbursement Date: June 30, 2014

Deposits: \$300,000.00

Delivery of Deposits:

The above referenced escrow trust deposits ("deposits") are deposited with the escrow trustee to be delivered by it only upon the receipt of a joint order of the undersigned or their respective assigns. In no case shall the above mentions deposits be surrendered except upon the receipt of an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience to the court order described below; except the entire deposit or so much of it remaining shall be delivered by Escrow Trustee to the Village of Hanover Park upon receipt of an order of the Village Manager to the Escrow Trustee to do so. The foregoing as it relates to the Village Manager, shall take precedent over any other provision of these instructions and specifically shall not require joint written direction.

Escrow trust fee will be billed as follows: to Party #1

The parties acknowledge that beginning after a period of one year from the date of this agreement, Chicago Title and Trust Company will impose an administrative maintenance fee annually equivalent to the fee set forth on the Company's current rate schedule.

This fee may not be deducted from the outstanding escrow balance but bill to Party #1.

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Escrow Trust No.: CLS 201409979

Please note: The escrow trust fee for these joint order escrow trust instructions is due and payable within 30 days from the projected disbursement date (which may be amended by joint written direction of the parties hereto). In the event no projected disbursement date is ascertainable said escrow trust fee is to be billed at acceptance and is due and payable within 30 days from the billing date. Chicago Title & Trust Company at its sole discretion, may reduce or waive the escrow trust fee for these joint order escrow instructions in the event the funds on deposit herein are transferred to or disbursed in connection with sale escrow trust instructions or any closing transaction established at Chicago Title.

Investment:

Deposits made pursuant to these instructions may be invested on behalf of any party or parties hereto; provided that any direction to escrow trustee for such investment shall be expressed in writing and contain the consent of all parties to this escrow, and also provided that escrow trustee is in receipt of the taxpayer's identification number and investment forms as required. Escrow trustee will, upon request, furnish information covering its procedures and fee schedule for investment.

In the event the escrow trustee is requested to invest deposits hereunder, Chicago Title and Trust Company is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of these escrow trust instructions.

Direction Not to Invest/Right to Commingle:

Except as to deposits of funds for which escrow trustee has received express written direction concerning investment or other handling, the parties hereto direct the escrow trustee NOT to invest any funds deposited by the parties under the terms of this escrow and waive any rights which they may have under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) to receive interest on funds deposited hereunder. In the absence of an authorized direction to invest funds, the parties hereto agree that the escrow trustee shall be under no duty to invest or reinvest any such funds at any time held by it hereunder; and, further, that escrow trustee may commingle such funds with other deposits or with its own funds in the manner provided for the administration of funds under said Section 2-8 and may use any part or all of such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Provided, however, nothing herein shall diminish escrow trustee's obligation to apply the full amount of such funds in accordance with the terms of these escrow instructions.

Compliance With Court Order:

The undersigned authorize and direct the escrow trustee to disregard any and all notices, warnings or demands given or made by the undersigned (other than jointly) or by any other person. The said undersigned also hereby authorize and direct the escrow trustee to accept, comply with, and obey any and all writs, orders, judgments or decrees entered or issued by any court with or without jurisdiction; and in case the said escrow trustee obeys or complies with any such writ, order, judgment or decree of any court, it shall not be liable to any of the parties hereto or any other person, by reasons of such compliance, notwithstanding any such writ, order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case the escrow trustee is made a party defendant to any suit or proceedings regarding this escrow trust, the undersigned, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally, agree to pay to said escrow trustee, upon written demand, all costs, attorney's fees, and expenses incurred with the respect thereto. The escrow trustee shall have a lien on the deposit(s) herein for any and all such costs, fees and expenses. If said costs, fees and expenses are not paid, then the escrow trustee shall have the right to reimburse itself out of the said deposit(s).

Disputes or Circumstances Not Contemplated:

If any dispute arises with respect to the disbursement or delivery of the Deposits or any portion thereof, or if circumstances arise that are not contemplated by or described in these escrow trust instructions, and Escrow Trustee is unsure as to its duties as a result, Escrow Trustee may continue to hold said Deposits until Escrow Trustee is in receipt of either a joint order from the undersigned or their representatives or assigns or a court order directing disbursement or delivery. In such instance, Escrow Trustee may elect to commence an action in interpleader and in conjunction therewith remit the Deposits to a court of competent jurisdiction pending resolution of such dispute or clarification in light of unanticipated circumstances, and the parties hereto hereby indemnify and hold harmless Escrow Trustee for any action taken by it in good faith in the execution of its duties hereunder. The parties further agree that Escrow Trustee's costs in any such action shall be deducted from the Deposits prior to their ultimate disbursement or delivery.

4.a

Escrow Trust No.: CLS 201409979

Assignments: No assignments

Termination Date:

Unless terminated earlier by joint order of the undersigned or their representatives or assigns, or by a court order described above, these escrow trust instructions shall terminate on March 27, 2015 (Termination Date). Notwithstanding the foregoing, however, the undersigned or their representatives or assigns may extend these escrow trust instructions by joint order delivered to Escrow Trustee on or before the Termination Date. Further, if Escrow Trustee, on the Termination Date, is holding the Deposits pursuant to the above paragraph entitled **DISPUTES OR CIRCUMSTANCES NOT CONTEMPLATED**, Escrow Trustee shall continue to hold the Deposits pursuant to the provisions of said paragraph.

Execution:

These escrow trust instructions are governed by and are to be constructed under the laws of the State of Illinois. The escrow trust instructions, amendments or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

Party #1:

Party #2:

Jean Breslich

Village of Hanover park

By:

By: Juliana Maller, Village Manager

Address:

Address: 2121 Lake Street
Hanover Park, IL 60133

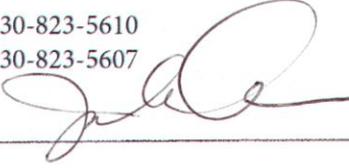
Phone:

Phone: 630-823-5610

Fax:

Fax: 630-823-5607

Signature _____

Signature  _____

Date: _____

Date: 3-27-14

Richard Breslich

By:

Address:

Phone:

Fax:

Signature _____

Date: _____

Escrow Trust No.: CLS 201409979

Assignments: assignments

Termination Date:

Unless terminated earlier by joint order of the undersigned or their representatives or assigns, or by a court order described above, these escrow trust instructions shall terminate on (Termination Date). Notwithstanding the foregoing, however, the undersigned or their representatives or assigns may extend these escrow trust instructions by joint order delivered to Escrow Trustee on or before the Termination Date. Further, if Escrow Trustee, on the Termination Date, is holding the Deposits pursuant to the above paragraph entitled DISPUTES OR CIRCUMSTANCES NOT CONTEMPLATED, Escrow Trustee shall continue to hold the Deposits pursuant to the provisions of said paragraph.

Execution:

These escrow trust instructions are governed by and are to be constructed under the laws of the State of Illinois. The escrow trust instructions, amendments or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

Party #1:

Party #2:

Jean Breslich

Village of Hanover park

By:

Jean J Breslich

By: Juliana Maller, Village Manager

Address:

Same as Below

Address:

Phone:

Phone:

Fax:

Fax:

Signature

Jean J Breslich

Signature _____

Date:

3-26-14

Richard Breslich

Date: _____

By:

Richard L. Breslich

Address: *440 Wing Park Blvd.*

Elgin, IL. 60123 847-477-4621

Phone:

Fax:

rbreslich@stcglobal.net

Signature

Richard L. Breslich

Date:

3-26-14



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
Shubhra Govind, Director of Community & Economic Development
Katie Bowman, Village Planner

SUBJECT: Hanover Square – Work Authorization for Architectural drawings related to Education & Work Center and White Box Build-Out

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: April 17, 2014 – Board Workshop

Executive Summary

The Village is ready to give the Construction Managers the formal authorization to proceed with the architectural, structural, and engineering drawings for the build-out of the Education & Work Center space, as well as the build-out of two adjacent white box spaces. The original contract in the amount of \$250,000 included such work, and there are adequate funds remaining in the contract for this work. Staff requests the Board authorize the Village Manager to sign the work authorization under the original contract in the amount of \$39,614.30.

Discussion

In January of 2013, the Board approved a contract with Innovative Construction Solution, Inc. of Brookfield, Wisconsin in an amount not to exceed \$250,000 for Construction Manager Services for the Hanover Square Shopping Center.

The contract was to oversee both the white box build-outs and possible major projects such as the façade or parking lot improvements. The agreed upon process was:

1. The Construction Manager, working with the Village and the Management Company, develops a scope of work and proposed cost estimate of build-out.
2. After cost estimate is agreed upon, the Construction Manager will proceed with obtaining competitive pricing for all work to be completed. A guaranteed maximum price contract, falling under the provisions of the main contract, is reviewed by the Village and Management Company.
3. If acceptable, the Village Manager authorizes the Construction Manager to proceed with the build-out.
4. All trades, including the architect, will work directly for the Construction Manager.

4.b

5. Construction Manager, for their services, is to be paid 5 percent for overhead and 4 percent for profit.

At this time, the Construction Managers have requested formal work authorizations for completing architectural, structural, and engineering drawings related to the build-out of the Education & Work Center and adjacent white box spaces. Authorization for such work may be provided under the original \$250,000 contract. As such, this is a request for a work authorization under that contract.

An amount of about \$25,000 was estimated for architectural drawings for the Education & Work Center in the staff memo for the lease and intergovernmental agreement of March 20, 2014. Additional architectural work will be required to design the two adjacent white box spaces (approximately 3,780 square feet).

Attached please see work authorization requests for the preparation of architectural, structural, and engineering drawings for the build-out of the following:

- Education & Work Center (appx. 10,900 sq. ft.): \$25,373.98
- Adjacent White Box Spaces (appx. 3,780 sq. ft.): \$14,240.05

Total expenditures under the contract to date include:

Contract Amount:	\$250,000.00
Authorized Expenditures:	\$93,759.74
Requested Expenditures:	<u>\$39,614.03</u>
Total	\$133,373.77
Remaining under Contract	\$116,626.23

Following completion of architectural plans, a separate contract will be drafted for construction of the Education & Work Center and white box build-outs. In line with the process above, the contract will be based upon the cost estimate developed by the Construction Manager and approved by the Village. Preliminary estimates for construction at this time are \$715,000 for the Education & Work Center and \$225,000 for the adjacent white box build-outs. Further information will be provided at a future Village Board meeting.

This item has also been placed on the April 17th Board agenda in order not to delay this project.

Recommended Action

Move approval and authorize the Village Manager to sign the work authorizations for the Construction Managers to prepare the architectural drawings for the Education & Work Center and adjacent white box build-outs under the original contract in the amount of \$39,614.03.

Attachments:

- Exhibit 1 – Work Authorization request 12
- Exhibit 2 – Work Authorization request 13

Budgeted Item:	<u> X </u> Yes <u> </u> No
Budgeted Amount:	\$40,000
Actual Cost:	\$39,614.03
Account Number:	033-0000-465-13.21



WORK AUTHORIZATION

OWNER

Date of Request: 3/27/2014 Owner WA Request No. 12
HANOVER SQUARE PROJECT Date Submitted: 3/28/2014
 Job Number: 5112

The following work scope is hereby released under AIA-A102 contract between Village of Hanover Park (Owner) and Innovative Construction Solutions (ICSI-Contractor) dated 11/29/12.

Work Description (Detail backup to be attached):

Architectural Design and Structural/MPE Engineering for EWC space \$ 19,700.00
 ICSI preconstruction services associated with EWC design work \$ 3,500.00

Subtotal of changes \$ 23,200.00

General Liability Insurance (\$3.40/\$1,000 effective 6/1/13) \$ 78.88

Total before OH & P \$ 23,278.88

OH & P 9.00% \$ 2,095.10

Total Amount \$ 25,373.98

Signature: _____ Date: _____ Signature: Brian D. Schwartz Date: 03/27/14

Owner Representative _____ ICSI Representative: Brian D. Schwartz

OFFICE USE ONLY

Division Number	Division Description	Division		Division Amount
		Existing	New	
TOTAL				

21675 Gateway Rd Brookfield, WI 53045 ~ Phone (262) 790-1911 ~ Fax (262) 790-1964 ~ www.buidics.com

Your Partner in the Retail Industry

Brian Schwartz

From: Orlando Vivacqua [OVivacqua@soosarchitects.com]
Sent: Wednesday, March 26, 2014 1:02 PM
To: Brian Schwartz
Subject: FW: Hanover Square - EWC Proposed White box Buildout
Attachments: "AVG certification".txt

Hi Brian,

Please take a look at the updated estimate for EWC. I've now included the time spent revising the Restroom Layout multiple times. Additionally, need to account for time to develop storefront design & miscellaneous coordination, etc.

Let me know if there are any questions. Thanks,

- **Proposed 10,898 sq ft Workforce Space:**

- **Architectural:**

- Field survey:
- Draw existing conditions:
- Code Search:
- Demo Plan:
- Floor Plan:
- Restroom Details:
- Reflected Ceiling Plan:
- Reuse of Specifications:
- Tenant Coordination:
- Data/Voice Layout & Coordination:
- MPE Coordination:
- Structural Coordination:
- GC Coordination:
- Permit Coordination (& COMcheck):
- Additional- Storefront & Misc. Coordination: **\$800 (+\$5,900)**
- Architectural Sub-Total: **\$6,700**
- Additional- Update Restroom Layout, per client: **\$900 (+\$6,700)**
- Architectural Total: **\$7,600**

- **Structural:**

- RTU Analysis & Detailing: **\$1,650**

- **MPE:**

- Complete MPE Services: **\$10,450**

EWC Workforce Total: **\$19,700**

Orlando Vivacqua
ASOOSOCIATES
 Soos & Associates, Inc.
 105 Schelter Road
 Lincolnshire, IL 60069
 p: 847 821 7667 f: 847 821 8570



WORK AUTHORIZATION

OWNER

Date of Request: 3/27/2014 Owner WA Request No. 13

HANOVER SQUARE PROJECT Date Submitted: 3/28/2014

Job Number: 5112

The following work scope is hereby released under AIA-A102 contract between Village of Hanover Park (Owner) and Innovative Construction Solutions (ICSI-Contractor) dated 11/29/12.

Work Description (Detail backup to be attached):

Architectural Design and Structural/MPE Engineering for two white box spaces adjacent to EWC \$ 10,520.00

Plans will be completed simultaneously with EWC desing work; however, White Boxes will be a separate plan set from the EWC

ICSI preconstruction services associated with EWC design work \$ 2,500.00

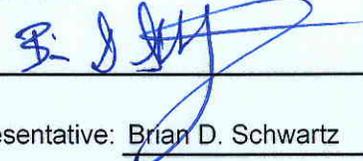
Subtotal of changes \$ 13,020.00

General Liability Insurance (\$3.40/\$1,000 effective 6/1/13) \$ 44.27

Total before OH & P \$ 13,064.27

OH & P 9.00% \$ 1,175.78

Total Amount \$ 14,240.05

Signature: _____ Date: _____ Signature:  Date: 03/27/14

Owner Representative _____ ICSI Representative: Brian D. Schwartz

OFFICE USE ONLY				
Division Number	Division Description	Division		Division Amount
		Existing	New	
21675 Gateway Rd Brookfield, WI 53045 ~ Phone (262) 790-1911 ~ Fax (262) 790-1964 ~ www.buidics.com				TOTAL

Your Partner in the Retail Industry

Brian Schwartz

From: Orlando Vivacqua [OVivacqua@soosarchitects.com]
Sent: Wednesday, March 26, 2014 1:19 PM
To: Brian Schwartz
Subject: Hanover Square - Adjacent Whitebox Buildouts
Attachments: "AVG certification".txt

Hi Brian,

Here is the estimate for two vacant spaces adjacent to the EWC Space. Like we discussed both of these spaces will run parallel to the EWC drawings, just separate submittals.

Please take a look & call to discuss. Thanks,

- **Two Proposed White box Spaces ("Space A" +/-1,806 sq ft & "Space B" +/-1,575 sq ft):**

Architectural:

- Field survey:
- Draw existing conditions:
- Code Search:
- Demo
Plan:
- Floor
Plan:
- Restroom Details:
- Reflected Ceiling Plan:
- Reuse of Specifications:
- Tenant Coordination:
- Data/Voice Layout & Coordination:
- MPE Coordination:
- Structural Coordination:
- GC Coordination:
- Permit Coordination (& COMcheck):
 - Architectural: **\$4,800**

Structural:

- RTU Analysis & Detailing:
 - **Two new RTU locations:** **\$1,210**

MPE:

- Complete MPE Services:
 - Space A (1,806 sq ft): **\$2,420**
 - Space B (1,575 sq ft): **\$2,090**
 - MPE Total:** **\$4,510**

White Boxes Total: **\$10,520**

Orlando Vivacqua
ASOOCIATES



TO: Village President and Board of Trustees

FROM: Juliana A. Maller, Village Manager
Shubhra Govind, Director of Community & Economic Development

SUBJECT: French Market – Agreement with Hanover Park Park District and Bensidoun

ACTION REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: April 17, 2014 – Board Workshop

Executive Summary

Approve agreement between the Village of Hanover Park, Hanover Park Park District and the Bensidoun French Market, to enable operation of the French Market this summer.

Discussion:

Staff, along with a subcommittee of the CONECT committee, has been working on recruiting a French Market for the past several months. Discussions have been in process with the Bensidoun French Market group that coordinates many markets in the Chicagoland area. (Wheaton, Glen Ellyn, Geneva, Lisle, Vernon Hills, Old Orchard, Villa Park, Wilmette, etc.)

We provided Bensidoun with information on 5 sites, with the North and South Metra lots being our top choices. However, that would restrict us to Saturday or Sunday markets only, making us compete with vendors that will likely pick more established, larger and more affluent markets. We were told that we needed to pick a location which would support a weekday market – at least this year.

The local French Market coordinator visited each site and met with us – her preferred location was the Park District parking lot. Because of being located within a residential neighborhood, the tennis leagues that come to the facility each Friday, as well as the proximity to St. Ansgar, this was the location they picked for a Friday market. Therefore, we began working on ironing out details for a **Friday morning French Market at the Park District facility at 1919 Walnut.**

French Market Highlights:

The CONECT subcommittee met and discussed/reviewed details pertaining to logistics. Here are the highlights:

- French Market location: Park District Property at 1919 Walnut (see attached aerial).
- Market day - Friday mornings, 8:00 or 9:00 am to 1:00 or 2:00 pm (additional customers potential from tennis leagues, patrons, St. Ansgar in close proximity too)
- Market to operate from June 6 through August 29 this year

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- Vendors to bring their own canopies, which need to be weighed down, and of fire-retardant material
- \$5m insurance, naming the Park District and Village as additional insured
- 3 year term, with two renewal options
- Water provided off of fire hydrant, metered. (Typical use is less than \$20 total/year).
- Electricity – being explored – whether provided off of utility pole or vendors bring their own generators
- Vendors leave their spaces clean, Park District to remove trash
- Initially, 20 vendors anticipated. Local businesses will have the opportunity to participate.
- Special spot available for shared community space – Village/Park District/Chamber

Please note, that there is flexibility to change the location and timing for future seasons, based on the performance this year. The Agreement provides flexibility of location, timing and season of operation.

Vendor expectations: The Bensidoun French Market ensures that vendors are registered with the state, and will provide a list of participating vendors to us each month. Bensidoun also has agreements directly with their vendors (attached), for performance expectations, rules and regulations. Bensidoun will be required to obtain a Business License from the Village.

Canopies: Typically, the French Market provides canopies which are anchored to the ground. This requires installing anchors in the parking lot. At this time, the French Market does not have enough anchors to provide and the Park District would like to get some comfort level in the operation of the market. Therefore, no anchors are to be installed in the parking lot this year. Vendors will bring their own canopies and a mechanism to weigh them down. There are markets that operate with either option. No anchors this year will also allow us to change the location, if needed, without incurring additional costs. In the future, if their canopies are used, it will require storage of canopies, as well as setting up and taking them down each Market Day. While the property owner incurs cost of installing the anchors, the French Market pays for the set-up and take-down of the canopies.

Process: Staff has discussed requiring a Special Event Application which will enable review and coordination for the purpose of inspections and process. Bensidoun will coordinate each vendor's requirements for licensing with the state, as well as any health inspections needed.

Cost to the Village: At this time, there is no cost to the Village other than staff time for coordination and inspections. The water will be metered, as well as any electricity used. Since canopies are not being provided with anchors, there is no cost for storage, set up or dismantle, or the installation of anchors. But these could come into play next year, with Village and Park District's approval.

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A Draft Agreement between the Village, the Park District and Bensidoun is attached for your review, which will need to get approved by the Village Board as well as the Park District Board, before the market is allowed to operate.

Recommendation

Move approval of agreement and direct staff to prepare the necessary documents for approval and place on the May 1, 2014 Board agenda for approval.

Attachments: French Market Agreement

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (herein known as “AGREEMENT”) is made as of _____, 2014, by and between the Hanover Park Park District , an Illinois Not-For-Profit corporation (the “PARK DISTRICT “), The Village of Hanover Park , an Illinois Municipal Corporation (the “VILLAGE”) and Bensidoun USA, Inc., an Illinois corporation (“BENSIDOUN”),

WHEREAS the VILLAGE and the PARK DISTRICT wishes to bring a French Market to Hanover Park as an ambiance and traffic building initiative, and

WHEREAS the PARK DISTRICT is the owner of the Premises, hereinafter defined, located in the VILLAGE of Hanover Park, Illinois, and

WHEREAS the VILLAGE has agreed with the PARK DISTRICT to permit the use of certain of the Premises upon the terms and conditions herein provided, and

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. PREMISES. PARK DISTRICT hereby grants to the VILLAGE and BENSIDOUN permission to use the parking lot at 1919 Walnut, in Hanover Park, Illinois (the “Premises”), as outlined on the drawing hereto attached as Exhibit A. The Premises shall be used by BENSIDOUN solely for the purpose of operating an open-air market subject to the conditions further specified below.
2. TERM OF AGREEMENT. The term of this AGREEMENT shall commence on May 1, 2014 and shall continue until November 30, 2016. Upon the expiration of the term of this AGREEMENT, the parties may mutually agree to renew the AGREEMENT for up to two terms of three (3) additional years each. Annually, the PARK DISTRICT, VILLAGE or BENSIDOUN USA may decide to terminate the agreement without cause with the following provisions:
 - Written notice of termination must be given no later than February 31st each year. Termination will be effective immediately upon receipt of such notice
 - Should the PARK DISTRICT elect to terminate their portion of the agreement they will not operate an open air market on PARK DISTRICT property for 2 years after the termination.
 - Should the VILLAGE elect to terminate their portion of the agreement they will not operate an open air market on VILLAGE property for 2 years after the termination.
 - Should the PARK DISTRICT elect to terminate their portion of the agreement the VILLAGE reserves the right to continue the agreement with BENSIDOUN and will offer a mutually acceptable new location. The VILLAGE assumes the responsibilities previously delegated to the PARK DISTRICT in this AGREEMENT.

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3. MARKET SEASON. A market season shall be defined as the season commencing no earlier than May 1 and terminating no later than November 30th of any year during the terms of this agreement except as may be extended by the mutual agreement of the parties hereto.
4. USE OF PREMISES.
 - (a) MAINTENANCE AND OPERATION. BENSIDOUN may use the PREMISES solely for operating an open-air market during MARKET SEASON between the hours of and 7:00 am and 7:00 pm on Fridays, with the first year of operation to be between 7:00 am and 2:00 pm. This day shall be known as “MARKET DAY”. The day and/or hours of MARKET DAY may be modified by mutual agreement of the parties hereto. The premises shall be removed of all displays and materials by BENSIDOUN immediately after Market Days such that the Premises shall be clean, vacant and available for any use desired by the PARK DISTRICT every other day of the week.
 - (b) SET-UP. The VILLAGE and/or PARK DISTRICT, with consent of the Park District may install canopy gaskets provided by BENSIDOUN in the pavement on the PREMISES per the specifications as provided by BENSIDOUN. Should canopy gaskets be installed the VILLAGE and/or PARK DISTRICT will provide appropriate staffing to set up and break down market canopies each week. BENSIDOUN will compensate the VILLAGE or PARK DISTRICT \$70.00 per market day to offset the cost of this expense. Canopy gasket may only be installed on PARK DISTRICT property with approval from the PARK DISTRICT.
 - (c) WATER. The PARK DISTRICT shall provide a water source within reasonable distance of the PREMISES for the use of the open-air market. The VILLAGE shall provide a water meter, and required hose hooks ups for the water source to BENSIDOUN.
 - (d) STORAGE. PARK DISTRICT shall provide a parking space on the property for BENSIDOUN to park a supply trailer. ((Likely to be dropped of Thursday and picked up by Sunday.)
 - (e) EQUIPMENT. BENSIDOUN shall provide canopies and all supporting structures and equipment for the open-air market vendors should canopy gaskets be installed. In the event Vendors provide their own tents/canopies, they will be properly weighted for wind and weather and must meet fire standards for flame retardant construction. All cooking tents will be separated from other tents and structures by a minimum of 20 feet.
 - (f) PARKING. Parking for market customers will be available in PARK DISTRICT owned lots and on-street parking at no charge on a non-exclusive basis. Parking for market vendors will be available in PARK DISTRICT owned lots at no charge on a non-exclusive basis. Vendors may not park in on-street parking spaces.
 - (g) ELECTRIC. The VILLAGE/PARK DISTRICT agrees to investigate the ability to provide the BENSIDOUN with future electric during market hours on the premises which will be metered and paid for by–Bensidoun OR will allow vendors at the market to

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operate generators to provide their own power. The VILLAGE/PARK DISTRICT would be responsible for installing and removing the meter.

- (h) TRASH REMOVAL. BENSIDOUN shall clear all debris from the surface of the premises by sweeping and hosing off the surface at the termination of each Market Day. The PARK DISTRICT/VILLAGE agrees to provide BENSIDOUN with facilities to dispose of up to 6 33-gallon trash bags per market day.
 - (i) DESIGNATED REPRESENTATIVE. BENSIDOUN shall designate in writing a MARKET MANAGER who shall be responsible for managing the general operations of the open-air market and the BENSIDOUNS use of the PREMISES. The MARKET MANAGER shall be readily accessible by telephone and upon request of the VILLAGE or PARK DISTRICT, shall be available to be present at the PREMISES within a reasonable period of time. BENSIDOUN shall immediately notify the VILLAGE and PARK DISTRICT in writing of any change in the identity and telephone number of the MARKET MANAGER.
 - (j) RULES AND REGULATIONS. The VILLAGE and/or PARK DISTRICT shall have the right from time to time upon notice thereof to BENSIDOUN, to prescribe rules and regulations, which in its judgement may be desirable for the use of the PREMISES. BENSIDOUN agrees to comply with all such rules and regulations provided all such rules and regulations shall not contradict any right expressly granted to the BENSIDOUN herein. A violation of such rules and regulations shall constitute default by BENSIDOUN under this AGREEMENT. BENSIDOUN agrees that vendors will abide by the rules attached as Exhibit B, and made a part hereof, and that BENSIDOUN will actively work to enforce the rules.
 - (k) MARKETING. BENSIDOUN shall provide marketing for the open-air market through a combination of press releases, advertisement and flyers. The PARK DISTRICT and VILLAGE shall provide marketing for the open-air market through a combination of Village and Park District newsletters, Village and Park District digital outlets and Village cable access at no cost to BENSIDOUN.
5. CONDITION OF PREMISES. BENSIDOUN hereby accepts the PREMISES in as-is condition as of the date hereof, and acknowledges that upon delivery of possession of the PREMISES the same were in good order, condition and repair.

BENSIDOUN shall, at its sole cost and expense, be responsible for any and all repairs or damage to the PREMISES arising from the misuse or damage to PREMISES by BENSIDOUN or any vendor, its agents, employees, successors, and assigns. Upon termination of this agreement by lapse of time or otherwise, BENSIDOUN shall present the PREMISES to the PARK DISTRICT in good order, condition, and repair, normal wear and tear expected.

6. ALTERATIONS AND ADDITIONS. BENSIDOUN and its vendors, its agents, employees, successors and assigns shall make no alteration, addition, improvement or change in or to the

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PREMISES.

7. ASSIGNMENT. BENSIDOUN shall not assign this AGREEMENT or any portion thereof, or allow the use of the PREMISES by any person, firm or entity other than BENSIDOUN and its vendors.
8. COMPLIANCE WITH LAWS. BENSIDOUN shall comply with all of the requirements of all governmental authorities and insurance carriers pertaining to the use of the PREMISES or which VILLAGE OR BENSIDOUN shall hereafter carry.
9. WAIVER; RISK OF LOSS. Neither the VILLAGE, PARK DISTRICT, nor any of its officers, directors, agents, employees, members and affiliated entities shall be liable for any accident, injury or death, loss or damage resulting to any person or property sustained by BENSIDOUN or BENSIDOUN'S agents, employees, and/or invitees, anyone claiming by or through BENSIDOUN or any vendor or customer on the PREMISES, without limitation, for tortious or criminal acts of third parties. The VILLAGE and PARK DISTRICT shall have no obligation or duty to provide security services, traffic direction or police services for the PREMISES. All property of BENSIDOUN or BENSIDOUN'S agents, employees, and/or invitees, anyone claiming by or through BENSIDOUN to be a user of the PREMISES shall be at the PREMISES at the risk of the BENSIDOUN or such other person only, and the VILLAGE and PARK DISTRICT shall not be liable for any damage thereto, including, without limitation, theft or vandalism of any vehicles at the PREMISES. Nothing in this AGREEMENT shall be interpreted to waive any immunities or privileges provided to the VILLAGE, as an Illinois Municipal Corporation under Illinois Statutory or Common Law.

10. HOLD HARMLESS AND INSURANCE.

- (a) BENSIDOUN shall carry insurance during the entire term hereof insuring BENSIDOUN, and insuring, as additional named insured, the VILLAGE and PARK DISTRICT and its officers, appointed and elected officials, volunteers, agents, employees and affiliated entities, as their interests may appear, with commercial general liability insurance (including the broad or extended liability endorsement) during the entire term hereof with terms and in companies satisfactory to the VILLAGE to afford protection to the limits of not less than \$5,000,000 for combined single limit bodily injury and property damage liability per occurrence. Insurance shall cover BENSIDOUN'S use of the PREMISES on Market Days. The insurer shall be subject to the reasonable approval of the VILLAGE.
- (b) BENSIDOUN, to the greatest extent permitted under Illinois law, shall defend, hold harmless, and indemnify the VILLAGE and PARK DISTRICT for any and all claims, actions, causes of action, demands, costs, including reasonable attorneys fees, resulting from BENSIDOUN and its vendees operation of the open-air market and possession of the PREMISES only up to the maximum level of insurance limit provided for under the terms of the insurance policy secured for the benefit of BENSIDOUN, the VILLAGE, and the PARK DISTRICT pursuant to the terms of

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the Paragraph 10a.

- (c) BENSIDOUN shall, prior to the commencement of the AGREEMENT term, furnish to the VILLAGE and the PARK DISTRICT certificates evidencing such coverage, which certificates shall state that such insurance coverage may not be changed or cancelled without at least a thirty (30) day prior written notice to the VILLAGE and the PARK DISTRICT.

11. DEFAULT BY BENSIDOUN.

(a) If BENSIDOUN defaults in the performance of any obligation hereunder, the PARK DISTRICT and/or VILLAGE may, pursuant to paragraph (b) below, at its option and in addition to any other rights or remedies hereunder or otherwise available at law or in equity, terminate this AGREEMENT and the right of BENSIDOUN (and any and all users) to use the PREMISES. Neither BENSIDOUN nor any vendor or other person claiming through or under BENSIDOUN shall be entitled to possession or to remain in possession of or use the PREMISES but shall forthwith quit and surrender the PREMISES, and the PARK DISTRICT may exclude BENSIDOUN (including, without limitation, any or all BENSIDOUN'S vendors) access to the PREMISES.

1. The VILLAGE and/or PARK DISTRICT shall provide BENSIDOUN written notice of any alleged default, which BENSIDOUN shall have 10 days to cure, prior to the VILLAGE and/or PARK DISTRICT exercising any termination rights or options pursuant to this paragraph. Notwithstanding the foregoing, for any default by BENSIDOUN or its agents, employees, vendors or invitees which the VILLAGE and/or PARK DISTRICT reasonably considers detrimental to the Public Safety, Health, Operations and Good Order of the VILLAGE, the PARK DISTRICT, the PREMISES or any business or property owner located within one-half mile of the Premises, the VILLAGE and/or PARK DISTRICT shall provide BENSIDOUN written notice of any alleged default, which BENSIDOUN shall have 48 hours to cure, prior to the VILLAGE and or PARK DISTRICT exercising any termination rights or options pursuant to this paragraph.
2. The VILLAGE and/or PARK DISTRICT shall have the right, among other remedies, to enter the PREMISES and exclude BENSIDOUN (including, without limitation, any or all of BENSIDOUN'S permit users or permit vehicles) therefore and remove any or all of their property and effects from the PREMISES. BENSIDOUN shall pay to the VILLAGE or PARK DISTRICT upon demand the expense and costs for removal and/or storage of vehicles, any and all repairs to the PREMISES and all other costs arising from BENSIDOUN'S default, including but not limited to attorneys fees and expenses.
3. In the event of any litigation arising as a result of or in connection with this

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Agreement, the prevailing party in such litigation shall be entitled to be reimbursed from the non-prevailing party in such litigation for all fees and expenses incurred by the prevailing party in connection with such litigation including, without limitation, attorneys fees and court costs.

(b.) **NOTICES.** All notices to be given hereunder shall be given in person or by registered or certified mail, returned receipt requested, addressed to the parties as follows, or at such other place as either of them may hereafter designate for itself by notice in writing to the other.

To VILLAGE: Village of Hanover Park
2121 Lake Street
Hanover Park, Illinois 60070
Attn: Community & Economic Development Director

To BENSIDOUN: Bensidoun USA, Inc. Lawrence J. Feller
405 N. Wabash St. Horwood Marcus & Berk Chtd.
Unit 3404 500 West Madison Street, Ste. 3700
Chicago, Illinois 60611 Chicago, IL 60661
E-mail to: bensidoun@yahoo.com

To PARK DISTRICT:
Hanover Park Park District
1919 Walnut
Hanover Park, Illinois 60070
Attn: Director

Any such notice shall be deemed given when personally delivered or upon being mailed as aforesaid.

12. **AUTHORIZATION.** Each party has full right, power and authority to enter into this AGREEMENT and to perform its obligations thereunder, and the execution, delivery and performance of this AGREEMENT shall not, nor shall the observance or performance of any of the matters and things herein set forth, violate or contravene any provision of law or of the charter or by-laws of either such party or of any indenture or other agreement of or affecting either party. All necessary and appropriate action has been taken on the part of each party to authorize the execution and delivery of this AGREEMENT. This AGREEMENT is the valid and binding AGREEMENT of each party in accordance with its terms.

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

VILLAGE OF HANOVER PARK

BENSIDOUN USA, INC.

By: _____
Village President

By: _____

By: _____
VILLAGE Clerk

Its: _____

HANOVER PARK PARK DISTRICT

By: _____

Its: _____

EXHIBIT A

Description of the Premises

Aerial showing potential location of French Market at 1919 Walnut.



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EXHIBIT B

Rules and Regulation for Vendors at French Market

Bensidoun USA, Inc. Midwest Markets – 2014 season Vendor Rules and Regulations page 1 of 2

For the purpose of these rules and regulations, "Market Hours" means the advertised hours of operation. "Promoter" means Bensidoun USA, Inc., "Space," means the area rented by the Vendor from the Promoter. "Vendor" means an applicant confirmed to participate in a market by the Promoter. "Vendors" means each applicant confirmed to participate in a market by the Promoter. The Promoter reserves the right to adjust the rules and regulations as it deems necessary or appropriate in order to better serve the buying public, maintain fair market competition among Vendors or respond to changing conditions or circumstances. All Vendors will be promptly notified of any such changes.

1. Vendors must comply with all applicable Federal, State and local laws, rules and regulations, including but not limited to those related to health and licensing. Food Vendors are responsible for complying with applicable health and sanitation requirements and must be permitted by the County Health Departments of the markets they attend.

2. Vendors offering food products must provide an ACORD certificate of Liability Insurance listing Bensidoun USA, Inc. as additional insured prior to participation in the market.

3. Vendors are responsible for collecting and reporting all applicable Federal, state and local taxes and will provide their tax identification number before attending market. Bensidoun USA will be reporting monthly vendor participation at the Geneva French market to the City of Geneva and vendors not remitting local sales tax will be barred from participation at this market.

4. The Promoter has the right to restrict products sold or displayed by Vendor to those that Promoter deems appropriate for a family audience. In addition, Vendors shall only sell products that are of good quality, which they have lawfully obtained, manufactured or grown.

5. Vendors must be prepared to sell at the start of market hours and must continue to sell until the close of market hours and will be banned from market participation after the third violation of arriving late or leaving early. Loading and unloading will occur only before and after market hours.

6. Vendors must haul out any garbage generated during the course of business and must leave their booth's space swept clean of any refuse.

7. Vendors will abide by the parking/loading and unloading rules and regulations of the Markets that such Vendor participates in. Vendors may not park anywhere on the market site during hours of operation without express permission by the site supervisor. Vendors may not unload/load their vehicle(s) from the drive-through aisle of the Market. At the end of the market, Vendors must pack up all goods completely before bringing a vehicle on the site for loading.

8. Vendors must keep their spaces as clean as possible during Market Hours and will at all times be polite with customers, using their best efforts to enthusiastically sell their products.

9. Vendors will cooperate with and participate in promotions organized by the Promoter (for example, contributing a reasonable amount of vendor product towards Market customer giveaways) and may be asked to provide information for publicity.

10. If Promoter determines, in its sole discretion, that Vendor is not selling appropriate products, or that Vendor or its employee's conduct is inappropriate at any point in time, the Promoter may request the Vendor vacate its space immediately. The Vendor agrees to comply with any such request. The Promoter will have the right to prohibit any such Vendor from leasing future space.

11. The Vendor will ensure that the canopy over its space is fully rolled out and securely tied to the framework at a minimum of 6 points (4 corners, 1 center front, and one center back) and will inspect the canopy over its space regularly during the Market Hours to insure that it remains securely tied. The Vendor understands that the canopy may become untied during the course of the market especially on windy or gusty days and Vendor will be especially alert and vigilant at these times. The Vendor will report any defects in the canopy fabric, woodwork, ties and framework to the Promoter immediately. If Promoter advises Vendor that Promoter deems the approaching weather conditions hazardous, Vendor shall untie and roll back the canopy. Vendor understands that severe injury may result if the canopy detaches from the framework and becomes airborne due to high wind and accepts responsibility for any negligence on its part if this occurs. Vendor must roll back their canopy(s) at end of market day.

12. Vendor acknowledges and agrees that assignment of booth location at each French or Farmers Market on each date is in the sole and absolute discretion of Bensidoun USA, Inc. and its agents. Assignment to Vendor of a booth location at a French or Farmers Market on a specific date does not guarantee or constitute an agreement by Bensidoun USA, Inc. to provide that same location to Vendor on future dates.

13. Vendor acknowledges and agrees a) Vendor shall not be entitled to a refund for any fees paid for failure to participate in a Bensidoun USA, Inc. Market that such vendor has been accepted to; and b) Vendor shall be assessed a \$20.00 cancellation penalty if such vendor fails to provide 24 hour cancellation notice.

14. Vendor certifies that all persons assisting in the Vendor's booth have read and fully understands these rules and regulations and will abide by them.

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Bensidoun USA, Inc. Midwest Markets – 2014 season Vendor Rules and Regulations page 2 of 2

15. Vendor understands that none of the following conditions guarantees participation by such vendor in a particular market and/or for a particular date or a particular vendor space in a market: 1) the receipt of this application, 2) the acceptance of this application by Bensidoun USA, 3) the designation of eligibility status of a Vendor to participate in the Bensidoun USA, Inc. markets on either a full-time or part-time basis, 4) payment by vendor or 5) prior participation by a Vendor in any market. Bensidoun USA retains the right at any time, including during the operation of a market, to reject participation of a vendor in a market in its sole discretion, and to issue a refund of vendor payment as the vendor's sole remedy. At the sole discretion of Bensidoun USA, any payment received for a particular market may be reallocated by Bensidoun USA to 1) a different date, location or time based on events that occur after the remittance of payment; 2) or to any outstanding fees /penalties owed to Bensidoun USA, Inc. by vendor. This application will be used by Bensidoun USA, Inc. to assess vendors for their appropriateness and potential eligibility for participation in specific Bensidoun USA Midwest Markets.

16. All decisions regarding the eligibility of a vendor for participation in a particular market will be made solely at the discretion of Bensidoun USA, Inc. and shall not be contestable by vendor.

17. Bensidoun USA, Inc. does not guarantee a specific booth location at any market.

18. I agree to abide by the **ADVERTISING POLICY**

Distribution of any form of advertising or business promotion at any Bensidoun USA Inc. French or Farmers Market is strictly prohibited with the following exceptions.

A.) Advertising or Business Promotion is for a Bensidoun USA, Inc. Event OR

B.) Advertising or Business promotion is distributed by the vendor listed in the advertising or business promotion and the vendor name, name of business and location of business is identical to the vendor name, name of business and location of business registered with Bensidoun USA, Inc. and no other vendor, group of vendors or event or location that represents or utilizes multiple vendors may be represented in any manner in the advertising or business promotion. OR

C.) Advertising or business promotion has been approved by Bensidoun USA, Inc. Midwest market Manager or Senior Executive officer prior to distribution.

Vendors distributing advertising or Business promotion outside of these guidelines will immediately be banned from any future participation in a Bensidoun USA, Inc. market.

19. By completing this application vendor understands and agrees that this information may be released to other agencies and used in marketing/advertising campaigns.

20. The markets are not to be used as a business expo, downline recruiting event or home party lead generator.

21. **Produce vendors must clearly display the origin (State) of all of their products during all market hours and produce must be regional (Illinois and States bordering Illinois) unless prior written approval from Bensidoun USA has been given.**

22. Vendors are solely responsible for all payments for confirmed dates

23. A Vendor may not share or sublet its booth(s).

24. **There is no smoking allowed within 20 feet of any portion of the market**

25. Vendors may not bring animals to market (including dogs) unless the animal is kept in a kennel

26. .In the event an individual market season should (a) begin later or end earlier than as set forth in this Vendor Application, or (b) be canceled in its entirety, Licensor shall: (x) notify all Vendors whose reservations have been affected by such change, and (y) within 120 days of such notification, refund any unused portion of rent paid or deposited by each such Vendor for the market season that has been modified, less any outstanding financial obligation owed by such Vendor to Licensor as determined by Licensor in its reasonable discretion, including, but not limited to, any other market rents, fees or fines due from such Vendor to Licensor. Such refund shall constitute each such Vendor's only recourse against Licensor in connection with any such market season modifications."

27. .In the event the hours of operation, days of operation or location of a market should materially change from the terms set forth in this Vendor Application and such changes are reasonably unacceptable to a Vendor, such Vendor must deliver to Licensor a written objection to such changes. Within 120 days of Licensor's receipt of such written objection, Licensor shall refund any unused portion of rent paid or deposited by such Vendor for the market that has been modified, less any outstanding financial obligation owed by such Vendor to Licensor as determined by Licensor in its reasonable discretion, including, but not limited to, any other market rents, fees or fines due from such Vendor to Licensor. Such refund shall constitute such Vendor's only recourse against Licensor in connection with any such market modifications.



TO: Village Clerk and Board of Trustees

FROM: Rodney Craig, Village President

SUBJECT: Board Workshops

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: April 17, 2014 – Board Workshop

Executive Summary

Mayor Craig wishes to discuss discontinuing Board Workshops.

Discussion

At the April 3, 2014 Board meeting, Mayor Craig requested that a discussion item be placed on the April 17, 2014 Board Workshop to discontinue Board Workshops. He is suggesting one of the following formats:

- The regular Board meetings will now be moved to start at 7:00 p.m., and will remain on the same days (1st and 3rd Thursdays).
- Each Ordinance would have two readings
- Should a special meeting be required for items such as presentations, etc., a Board Workshop could be scheduled to start at 6:00 p.m. prior to a Board meeting or on an alternative Thursday.

Recommended Action

Discuss discontinuation of Board Workshops or an alternative solution and provide direction to staff.

Budgeted Item:	___ Yes	___ No	N/A
Budgeted Amount:	\$		
Actual Cost:	\$		
Account Number:			



TO: Village President and Board of Trustees

FROM: Juliana A. Maller, Village Manager
Howard A. Killian, Director of Engineering and Public Works

SUBJECT: Budget Amendment to Pay Final Payment to the State of Illinois for the Natural Gas Pipeline Bike Path Construction

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: April 17, 2014 – Board Workshop

Executive Summary

Approve Budget Amendment to pay the final payment to the State of Illinois for the Natural Gas Pipeline Bike Path Construction.

Discussion

On August 6, 2009, the President and Board of Trustees approved an agreement with IDOT for the construction of the Natural Gas Pipeline Bike Path. The Village received 80 percent federal funding for the construction costs, with the Village responsible for the remaining 20 percent, and of that 20 percent, the Village of Schaumburg is responsible for 14 percent.

The final cost of construction was \$296,465.53 with the local share of \$59,293.11. Previously, the Village paid \$38,823.06 out of the Road and Bridge Fund as partial payment. IDOT has finally closed out this contract and now the remainder of the local share of \$20,470.05 is due to the State of Illinois per the agreement. Once we pay, the Village will submit an invoice to Schaumburg for their share of the project.

The final costs of the project construction are as follows:

Final Construction Cost	\$296,465.53
Federal Share (80%)	237,172.42
Village of Hanover Park (86% of 20%)	50,992.06
Village of Schaumburg (14% of 20%)	8,301.03

The original project was funded out of the Road and Bridge Fund. The remainder was not budgeted in the FY2014 budget, as we were unaware when final payment would be requested. This will be paid for from Road and Bridge Fund reserves.

4.e

Recommended Action

Direct staff to prepare a budget amendment to fund this cost.

Attachments: Invoice
Agreement

Budgeted Item:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Budgeted Amount:	\$0	
Actual Cost:	\$20,470.05	
Account Number:	010-0000-0441-13.22	



Illinois Department of Transportation

4.e

Invoice

Village of Hanover Park
Village Clerk
2121 W. Lake St.
Hanover Park, IL 60103

INVOICE NO. 106823
RESP. CODE 8040
INVOICE DATE 03/14/2014
REVENUE CODE 6305
AUDIT NUMBER
PAYER NUMBER 03087

EXPLANATION OF CHARGES

PAY FROM THIS INVOICE

LOCATION:	NGPL Bike Path	AMOUNT
LOCAL SECTION:	06-00054-00-BT	
ROUTE:	NGPL BKPT	
SECTION:		
COUNTY :	Cook	
JOB NO. :	C-91-388-08	
PROJECT NO.:	M-9003/047/000	
CONTRACT NO.:	63211	
DISTRICT:	1	

The Agreement executed 9/18/2009 between Village of Hanover Park, and the State of Illinois provides that the village will reimburse the State for part of the construction costs.

FINAL VILLAGE SHARE:

L230K01		\$296,465.53
Less Federal share @ 80% NTE \$328,000.00	\$296,465.53	(\$237,172.42)
Village of Hanover Park share	\$59,293.11	
Less previous payments		(\$38,823.06)
Payment Due Date 03/28/2014	TOTAL DUE	\$20,470.05

PLEASE MAKE CHECK PAYABLE TO TREASURER, STATE OF ILLINOIS

MAIL TO: Illinois Department of Transportation
Room 322, Harry R. Hanley Building
2300 So. Dirksen Parkway
Springfield, IL 62764

INQUIRIES CONTACT: Michael Brachear at 217/524-6531.

RECEIVED

APR 01 2014

**BUREAU OF LOCAL
ROADS & STREETS**

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency Village of Hanover Park	State Contract X	Day Labor	Local Contract	RR Force Account
	Section 06-00054-00-BT	Fund Type STU	ITEP Number		

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-388-08	M-9003(047)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name NGPL Bike Path Route Off-System Length 0.92 miles
 Termini Barrington Road (FAP 0362) to Springingsguth Road (FAU 2562)

Current Jurisdiction LA Existing Structure No N/A

Project Description

New Bike Path

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	328,000	(*)		()	82,000	(BAL)	410,000
Non-Participating Construction		()		()		()	
Preliminary Engineering		()		()		()	
Construction Engineering	24,000	(*)		()	6,000	(BAL)	30,000
Right of Way		()		()		()	
Railroads		()		()		()	
Utilities		()		()		()	
Materials		()		()		()	
TOTAL	\$ 352,000		\$		\$ 88,000		\$ 440,000

Maximum FHWA (STU) Participation 80% Not to exceed \$352,000.00

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B---_____ Monthly Payments of _____
 METHOD C---LA's Share Balance _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

4.e
Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

4.e

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress; in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the **STATE** monthly for the **FHWA** and/or **STATE** share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the **STATE**. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the **STATE** if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the **STATE** a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction

4.e

- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

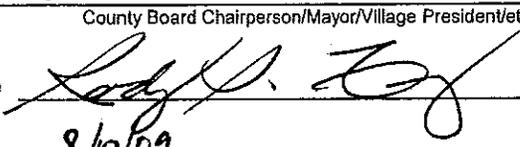
(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Rodney S. Craig

Title Village President
County Board Chairperson/Mayor/Village President/etc.

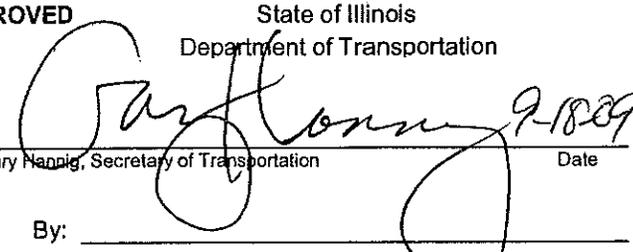
Signature 

Date 8/10/09

TIN Number 36-2481437

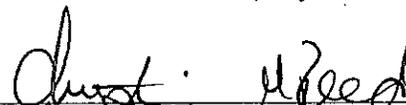
APPROVED

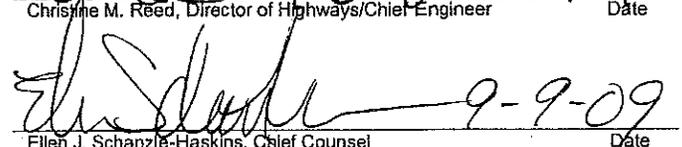
State of Illinois
Department of Transportation

 9-18-09
Gary Hennig, Secretary of Transportation Date

By: _____
(Delegate's Signature)

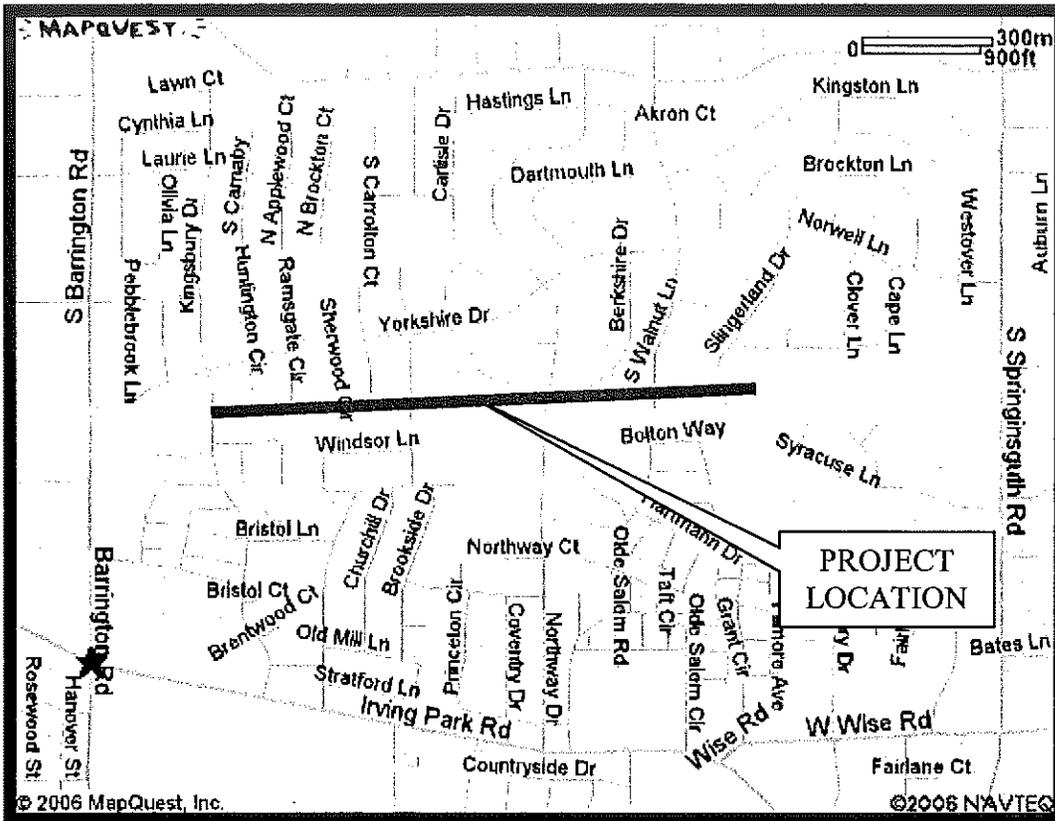
(Delegate's Name – Printed)

 9/17/09
Christine M. Reed, Director of Highways/Chief Engineer Date

 9-9-09
Ellen J. Schanzle-Haskins, Chief Counsel Date

 9/20/09
Ann L. Schneider, Director of Finance and Administration Date

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



NORTH

LOCATION MAP

Natural Gas Pipeline Company of America (NGPL) Bike Path

**Village of Hanover Park
Cook County**



TO: Village President and Board of Trustees

FROM: Juliana A. Maller, Village Manager
Howard A. Killian, Director of Engineering and Public Works

SUBJECT: Consultant Services – Water Main Project

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: April 17, 2014 – Board Workshop

Executive Summary

Staff is recommending the President and Village Board accept a proposal from Bollinger, Lach & Associates, Inc. to complete the design of the 2014 Water Main Replacement Project.

Discussion

The FY2014B Budget includes funds for the replacement of several sections of water main throughout the Village. It was originally planned to have this project designed using Village staff. However, since the time of budgeting, the part-time Civil Engineer left the Village for another position. In order for us to have this project ready to bid, and be constructed in this fiscal year, we need to have an outside firm complete the construction documents.

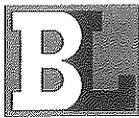
Staff has been working with the consulting firm of Bollinger, Lach & Associates, Inc. on the replacement of the water main under the river at Northway Drive, and would like them to complete the design of these additional sections. Most of the survey work is already completed. The cost for Bollinger, Lach & Associates, Inc. to complete this work is \$23,725, which is only 4 percent of estimated construction costs. We do not currently have this budgeted and will pay for from possible savings at other locations throughout the year in the Water and Sewer Fund, or a budget amendment will be processed at the end of the year.

Recommended Action

Accept a proposal from Bollinger, Lach & Associates, Inc. to complete the design of the 2014 Water Main Replacement Project.

Attachments: Proposal

Budgeted Item:	___ Yes	<u> X </u> No
Budgeted Amount:	\$0	
Actual Cost:	\$23,725	
Account Number:	050-5030-472-13.72	



March 25, 2014

SENT VIA HAND DELIVERY

Mr. Howard Killian, P.E.
Village of Hanover Park
2121 W. Lake Street
Hanover Park, IL 60133

Re: Water Main Replacement Projects

Dear Mr. Killian:

We at Bollinger, Lach & Associates, Inc. (BLA) are pleased to provide you with an amended professional services proposal for the water main replacements at six locations within the Village. These locations are:

1. Northway Drive from south of the DuPage River to north of the DuPage River (prior scope defined)
2. Kingsbury Drive- north and south of Natural Gas Pipeline Easement (200 feet)
3. Walnut Avenue from Edgebrook Lane to Hawthorne Lane (600 feet)
4. Walnut Avenue from Center to 650 feet east of Center Avenue plus resurfacing
5. Hardy Drive from W. Celebrity Circle to Greenbrook Boulevard (350 feet) plus resurface Gable Court
6. Church Street from Forest Glen to Redwood- eliminate existing 6" mains and reconnect side streets to existing 12" mains (1,200 feet intermittently)

Based on our meeting on March 12th, we have reviewed the received plan sheets and generated a scope of work for the projects. All six projects will be part of one plan set for submittal to IEPA for permitting. BLA will commence with the following work scope immediately upon your authorization to proceed. It is understood that the topographic surveys prepared by SPACECO will be given to BLA to serve as the base maps for three of the projects (both Walnut Avenues and Church Street), and BLA will or has already performed topographic survey for Northway Drive, Kingsbury Drive and Hardy Drive.

ENGINEERING SCOPE OF WORK

S.02 – Topographic Survey of Hardy Lane and Kingsbury Lane

Work will include the survey from Celebrity Circle to Greenbrook Lane and Greenbrook Lane to the current connection north of the cul-de-sac to existing connection point. BLA will also perform survey on Kingsbury Drive approximately 70 south to 70 north of the bikepath / gas line easement, full right of way. These surveys will serve as the base plans for both watermain replacement projects.

This work shall be performed on an hourly basis not to exceed.....\$1,750.00

E.02 – Northway Drive, Kingsbury Drive, Walnut Avenue, Walnut Avenue, Church Street, Gable Court water main final plans and permitting (the remaining five projects) plus resurfacing of Gable Court and Walnut from Center, east to Park

Work for these six projects will include design plans, specifications and permitting to be included in one complete plan set.

Northway Drive- BLA will prepare water main plans to replace the existing water main that crosses the river east of the existing main. Open cut of the river is now included in this scope, whereas before the approach was to bore under the river.

Kingsbury Drive- Work will include the design of a replacement main to cross over the existing Natural Gas Pipeline Company of America facilities on Kingsbury Drive. The main will be replaced in the same trench with 8-inch ductile iron. Coordination with the gas company is included in the work.

Walnut Avenue in two locations- Work will include the design of replacement mains as shown on the sketches received from the Village. Walnut Avenue will also be resurfaced on one section.

Church Street- Elimination, abandonment of existing 6-inch watermains and reconnection of cross streets to existing 12-inch main.

Gable Court to Hardy Lane to Greenbrook Blvd.- The main in Gable Court will be abandoned between the homes in the cul-de-sac and a new main will be designed from Celebrity Circle north on Hardy Lane and reconnect on Greenbrook Blvd.

This work shall be performed on an hourly basis not to exceed.....\$15,250.00

E.03 – Northway Drive water main environmental permitting

BLA will prepare water main plans to replace the existing water main that crosses the river east of the existing main. Work to open cut across the river will include a wetland delineation and report for submittal to the US Army Corp of Engineers and submittal of a Joint Application Permit for the purposes of open cutting the West Branch of the DuPage River. The work will be in conformance with Illinois DNR Regional Permit #03 for utilities crossing stream banks (this work is approximately 40 hours to complete). Application to IEPA will be made if they require it for water quality due to open cutting the river (this work is an additional 10 hours to complete). If the application to IEPA is not required, this fee will be reduced by 20%.

This work shall be performed on an hourly basis not to exceed.....\$6,750.00

Not included:

- ALTA Survey
- Easements
- Title or Document Research
- Providing Title Commitments
- Permitting other than:
 - IEPA for all projects
 - IEPA, USACE and IDNR for Northway Drive
 - DuDOT for Gable Court for work in the right of way
 - Natural Gas Pipeline Company of America for Northway and Kingsbury

Any items not specifically included in the above scope of services will be considered extra work to be performed at your direction. Our fees for professional services are listed below.

Principal	\$200.00
Assistant Director of Engineering.....	\$160.00
Department Director	\$160.00
Senior Project Manager.....	\$125.00
Project Manager	\$125.00
Project Engineer.....	\$ 85.00
Design Engineer.....	\$ 70.00
Structural Engineer	\$135.00
CADD Technician II.....	\$ 90.00
CADD Technician I	\$ 75.00
Senior Resident Engineer.....	\$145.00
Resident Engineer II	\$115.00
Resident Engineer I.....	\$105.00
Construction Engineer	\$ 85.00
Office Engineer	\$100.00
Field Engineer II	\$ 80.00
Field Engineer I.....	\$ 50.00
Materials Coordinator	\$105.00
Survey Manager	\$115.00
Survey Project Manager.....	\$ 95.00
Project Surveyor.....	\$135.00
Party Chief II.....	\$ 90.00
Party Chief I.....	\$ 75.00
Instrument Man.....	\$ 60.00
Vehicle (per day).....	\$ 48.00

In addition to the hourly rates for professional services, expenses for any outside costs such as reproducibles, prints, and delivery charges will be billed to you at cost plus a 15% fee for handling.

Client understands and agrees that on March 1, 2015 and yearly thereafter, the fees and quotes for services to be performed shall be increased by an amount not to exceed 10%.

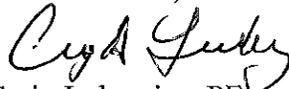
Please let us know at once if any of the above information is at variance with your instructions. If this correctly reflects your instructions and is acceptable, please sign below and return one copy for our file.

Thank you for requesting BOLLINGER, LACH & ASSOCIATES, INC. for this work.

Should you have any questions or require additional information please contact us at (630) 438-6400.

Sincerely,

BOLLINGER, LACH & ASSOCIATES, INC.



Craig Lukowicz, PE
CEO



Brendan Daly, PE
Project Manager

ACCEPTANCE:

VILLAGE OF HANOVER PARK

BY: _____

TITLE: _____

DATE: _____



TO: Village President and Board of Trustees

FROM: Juliana A. Maller, Village Manager
Howard A. Killian, Director of Engineering and Public Works

SUBJECT: Purchase of Ford F-450 Truck

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: April 17, 2014 – Board Workshop

Executive Summary

Fleet Services is recommending the purchase of a 2015 Ford F-450 truck from Currie Motors in the amount of \$31,945.

Discussion

The Village can take advantage of the Northwest Municipal Conference bid on F-450 trucks. The FY14 Budget includes \$45,000 for the replacement of our 1996 Chevrolet truck used for our graffiti blaster. We recommend the Village Board take advantage of this proposal.

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Currie Motors, Frankfort	2015 Ford F-450 Chasis	\$31,945

The \$31,945 purchase price does not include the cost of the truck equipment. This additional \$7,000 in equipment will be purchased through the Northwest Municipal Conference bid to Auto Truck Equipment. This truck will also be equipped with a pressure washer and large water tank to facilitate graffiti removal. All-together, this vehicle will be within budget. The 1996 Chevrolet K-3500 will be sold at the next auction.

Recommended Action

Motion to establish a purchase order to Currie Motors for the purchase of a 2015 Ford F-450 chassis in an amount not to exceed \$31,945 and authorize the Village Manager to execute the necessary documents.

Budgeted Item:	<u> X </u> Yes	<u> </u> No
Budgeted Amount:	\$45,000	
Actual Cost:	\$31,945	
Account Number:	061-6110-485-13.42	



TO: Village President and Board of Trustees

FROM: Juliana A. Maller, Village Manager
Howard A. Killian, Director of Engineering and Public Works

SUBJECT: DuPage County Right-of-Way Mowing

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: April 17, 2014 – Board Workshop

Executive Summary

Pass a Resolution approving an intergovernmental agreement with DuPage County Division of Transportation for mowing along County Farm Road and other rights-of-way through November 15, 2016.

Discussion

Each year, the Public Works Department undertakes the mowing of various roadsides in DuPage County which are under the jurisdiction of the County. The roadways include portions of Greenbrook Boulevard, County Farm Road and Schick Road. This year, the County proposed adding additional sections of Army Trail Road to our contract as they were attempting to simplify limits of work. In doing so, they had proposed sections outside of the Village limits. After discussing this with the Village Manager, we informed the County that we did not wish to undertake maintenance outside of our corporate limits. The revised Agreement, which is attached, removes our responsibility for any mowing along Army Trail Road, as it will now be completed by County crews. The new amount of reimbursement is \$10,360, which is \$4,599 less than previous years.

The section of Army Trail Road was previously mowed by a contractor. Our costs will be reduced, as staff will be adjusting this contract to reflect the deletion of Army Trail Road.

Public Works uses Village crews for Greenbrook Boulevard, Schick Road and parts of County Farm Road, and contracts out for the remainder of County Farm Road.

Recommended Action

Motion to pass a Resolution approving the Intergovernmental Agreement between the County of DuPage and the Village of Hanover Park for mowing along County Roads and rights-of-way and authorize the Mayor and Clerk to execute the documents.

Attachments: Resolution
Intergovernmental Agreement

Budgeted Item:	___ Yes ___ No
Budgeted Amount:	\$14,959 (revenue)
Actual Cost:	\$10,360 (revenue)
Account Number:	

RESOLUTION NO. R-14-

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF HANOVER PARK FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

BE IT RESOLVED by the President and Board of Trustees of the Village of Hanover Park, Illinois, that the INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF HANOVER PARK FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY unless terminated sooner by notice is hereby approved and the Village President is hereby authorized and directed on behalf of the Village of Hanover Park to enter into said Agreement and the Village Clerk is directed to attest thereto, a copy of the Intergovernmental Agreement is attached hereto and made a part hereof as Exhibit "A."

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

AYES:

NAYS:

ABSENT:

ABSTENTION:

Approved: _____

Rodney S. Craig
Village President

Attest: _____

Eira Corral, Village Clerk

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INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF HANOVER PARK
FOR MOWING ALONG COUNTY ROADS AND RIGHTS OF WAY

This intergovernmental agreement (hereinafter referred to as "Agreement"), entered into as hereinafter set forth, by and between the County of DuPage, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY") and the Village of Hanover Park (hereinafter referred to as the "VILLAGE"), a municipal corporation. The COUNTY and the VILLAGE are hereinafter individually referred to as a "party" or together as the "parties."

WITNESSETH

WHEREAS, the COUNTY and the VILLAGE are authorized by the 1970 Illinois Constitution, Article VII, Para. 10 and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq., to contract with each other; and

WHEREAS, the VILLAGE agrees to mow grass along certain roads and rights of way which are within the maintenance jurisdiction of the COUNTY and within the corporate limits of the VILLAGE as follows (hereinafter referred to as "COUNTY MOWING"):

COUNTY MOWING:

CoHwy	HwyName	From	To	Side of Street	AREA (ac)
29	Greenbrook Blvd	County Farm Road	US 20 (Lake Street)	North and South (including Medians)	3.29
43	County Farm Road	North County Line	Stearns Road	East and West	3.14
43	County Farm Road	Stearns Road	Schick Road	East and West	5.79
43	County Farm Road	Schick Road	Army Trail Road	East and West	2.04
50	Schick Road	County Farm Road	East Village Limits	North and South	0.54
	Grand Total:				14.80

; and

WHEREAS, the COUNTY and the VILLAGE have determined that it is in the best interest of the citizens of DuPage County and the residents of the Village of Hanover Park for the VILLAGE to provide mowing along the above listed County Highways subject to the following GENERAL CONDITIONS AND SPECIFICATIONS:

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GENERAL CONDITIONS

1. The VILLAGE shall visit the site of the proposed work, and shall investigate, examine and familiarize itself with the premises and conditions relating to the mowing to be done in order that it may understand the difficulties and restrictions required to complete the mowing to be done under this Agreement.
2. The VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete five (5) mowing cycles and up to two (2) intermediate mowing(s) as necessary per year for three (3) years under the terms and conditions herein set forth. All materials and equipment shall be in strict compliance with the specifications hereinafter set forth; however, if no specifications are set forth for particular materials or equipment such material or equipment shall be of such specifications as are reasonably necessary and appropriate to carry out the terms and conditions of this Agreement. All labor and transportation shall be performed in accordance with the highest professional and technical standards in the field.
3. At the sole option of the COUNTY, the VILLAGE shall furnish all labor, materials, equipment and transportation necessary to complete additional mowing cycles, on any portion or portions of said COUNTY MOWING, under the terms and conditions herein set forth. The COUNTY shall give written notice to the VILLAGE of the portion or portions of roads and rights of way to be mowed not less than seven (7) days prior to the required starting date.
4. The safety of persons and property of the VILLAGE, the COUNTY, and the general public is of primary concern, and shall take priority over all other terms and conditions of this Agreement.
5. All equipment and materials furnished by the VILLAGE shall meet or exceed all safety standards for mowing prescribed by O.S.H.A. The VILLAGE agrees, covenants, and understands that the VILLAGE bears sole liability for any injury or damage caused by the VILLAGE under this Agreement and that the COUNTY shall not accept any liability whatsoever from the VILLAGE except where any injury or damage is caused by the COUNTY.
6. The VILLAGE shall, at all times, fully indemnify, hold harmless and defend the COUNTY, County Officers, agents, employees and board members from any and all claims and demands, actions and causes of action of any character whatsoever, made by any person or party on account of negligent or malicious acts of the VILLAGE, their contractors or persons otherwise associated with the VILLAGE growing out of the performance of the terms and conditions of this Agreement.

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7. At all times during the period of this Agreement, the VILLAGE and, if applicable, their contractor shall maintain the following insurance coverage(s), or be self-insured to cover the following:
- (a) **Worker's Compensation Insurance** in the statutory amounts.
 - (b) **Employer's Liability Insurance** in an amount not less than one million dollars (\$1,000,000.00) each accident/injury and one million dollars (\$1,000,000.00) each employee/disease.
 - (c) **Commercial (Comprehensive) General Liability Insurance** with a limit of not less than three million dollars (\$3,000,000) total; including limits of not less than two million (\$2,000,000) dollars per occurrence and one million (\$1,000,000) dollars excess liability in the annual aggregate injury/property damage.
 - (d) **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million (\$1,000,000) dollars Combined Single Limit (Each Accident).
 - (e) The coverage limits required under subparagraphs (c) and (d) above may be satisfied through a combination of primary and excess coverage. The VILLAGE shall not allow any contractor to commence work until all the insurance coverage(s) required under this insurance section have been obtained. Satisfactory evidence of contractor's insurance including endorsements shall be provided by the VILLAGE to the COUNTY immediately upon request. Additionally, the VILLAGE shall include in all of its contracts a statement expressly declaring the COUNTY to be a third-party beneficiary of the insurance requirements provided for in this insurance section.
 - (f) It shall be the duty of the VILLAGE to provide to the COUNTY, copies of the VILLAGE's Certificates of Insurance, as well as all applicable coverage(s) and endorsements, before the work that is a part of this Agreement can proceed.
 - (g) The insurance required to be purchased and maintained by the VILLAGE and if applicable, their contractor, shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than

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the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the "Who is Insured" pages of the excess/umbrella policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

- (h) It is the duty of the VILLAGE to immediately notify the COUNTY if any insurance required under this Agreement has been cancelled, materially changed, or renewal has been refused, and the VILLAGE shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the required insurance coverage, the COUNTY shall notify the VILLAGE that the VILLAGE can proceed with the work that is a part of this Agreement. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this Agreement, and the VILLAGE shall accept and bear all costs that may result from the cancellation of this Agreement due to the VILLAGE's or if applicable, their contractor's failure to provide and maintain the required insurance.

- (i) The VILLAGE's and if applicable, their contractor's insurance as required by paragraphs (c) and (d) above shall name the COUNTY, its officers, and employees as additional insured parties. The Certificate of Insurance/endorsements shall state: "The County of DuPage, its officers, and employees are named as additional insured(s) as defined in the Commercial (Comprehensive) General Liability Insurance and Commercial (Comprehensive) Automobile Liability Insurance policies with respect to claims arising from the VILLAGE's performance under this Agreement. The Endorsements must also be provided naming the County of DuPage c/o DuPage County Division of

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Transportation, 421 N. County Farm Road, Wheaton, IL 60187, as an additional insured. This additional insured is to be on a primary and non-contributory basis."

- (j) If the VILLAGE will be using their own forces for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement. If, however, the VILLAGE will be hiring a contractor for the work covered in this Agreement, the VILLAGE shall inform the COUNTY in writing following execution of this Agreement and shall provide a copy of said contract to the COUNTY upon request.
8. The terms and conditions of this Agreement may be amended or supplemented by written statement of the parties to make such amendment or supplement. The parties agree that no oral change orders will be allowed and that no claim based upon any purported oral change order shall be made.
 9. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
 10. All State and Federal Laws insofar as applicable to COUNTY contracts shall be hereby specifically made a part of this Agreement as set forth herein.
 11. This Agreement shall be governed by the laws of the State of Illinois. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the judicial circuit court for DuPage County.
 12. In the event, any provisions of this Agreement is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the Agreement. The remainder of this Agreement shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
 13. This Agreement may be terminated at any time by submission to the other party of written thirty (30) days advance notice served by certified or registered mail, return receipt requested, properly addressed with postage prepaid and said notice shall be effective upon receipt as verified by the United States Postal Service, to the following addresses:

FOR THE VILLAGE:

Juliana Maller
Village Manager
Village of Hanover Park

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2121 Lake Street
Hanover Park, IL 60103-4398

FOR THE COUNTY:

Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187

14. This Agreement shall remain in full force and effect after execution by the parties as set forth below until November 15, 2016, unless terminated by thirty (30) days written notice to the other party as referenced above.

SPECIFICATIONS

1. All grassy areas heretofore set out in COUNTY MOWING shall be mowed from the edge of shoulder or back of curb to the right of way line. Median and island areas are also included as part of this Agreement (as referenced in table hereinabove) and shall be mowed back to back of curb.
2. Grass shall be mowed to the height of three (3) inches.
3. All mowing shall be performed in a manner to produce a finished appearance which is acceptable to the COUNTY. Such acceptability shall be based upon the reasonable application of professional standards in the mowing industry. The opinion of the DuPage County Division of Transportation Highway Operations Manager shall constitute prima facie evidence of a reasonable application of such professional standards.
4. Hand-cutting or cutting along fences and guardrails is included as part of the Agreement.
5. Hand-cutting around landscaping and other obstructions within the right of way shall be part of this contract. Grass cuttings shall not be allowed on roadways or curbs. Large grass clumps shall not remain on cut areas. Such cuttings or clumps shall be removed or blown clean.
6. Pick up of typical roadway trash (bottles, cans, paper, plastic bags, and miscellaneous small debris) will be the responsibility of the VILLAGE and shall be included in the cost of mowing. Any areas where materials are encountered that would not be classified as "typical roadway trash" should be referred to the DuPage County Highway Operations Manager for removal.

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7. Damage caused by the VILLAGE to turf areas shall be repaired to the satisfaction of the DuPage County Highway Operations Manager prior to payment for the cycle in which damage occurred.
8. The VILLAGE shall protect all work sites with proper traffic control as specified in the current "Manual of Uniform Traffic Control Devices" and applicable standards as included in these special provisions, and appropriate at any particular site. The safety of employees and the public shall be of primary concern.
9. Roadways shall be kept open to traffic in both directions at all times. The loading and unloading of materials and/or equipment shall be done in a protected area completely off the traveled roadway. If it is necessary for a slow moving piece of equipment to travel for a short distance along the roadway, this piece of equipment shall be accompanied by a properly equipped escort vehicle during the entire time that it occupies any portion of the traveled roadway. The escort vehicle shall be equipped with an amber-colored, rotating-type warning light mounted on or above the cab of the escort vehicle. The escort vehicle shall also be equipped with two (2) amber colored flashing lights mounted to the rear of the escort vehicle at a minimum height of six (6) feet.
10. No equipment or material shall be stored on the pavement or shoulders at any time.
11. The starting date for each year's mowing cycle shall be no later than the following:

First Mowing - May 1
Second Mowing - June 1
Third Mowing - July 1
Fourth Mowing - August 1
Fifth Mowing - September 15
Two (2) intermediate mowings are to be completed as weather and grass conditions warrant.
12. The COUNTY shall pay the VILLAGE \$1,480.00 within forty-five (45) days of receipt of invoice after the completion of each mowing cycle of 14.80 acres.
13. **The VILLAGE shall endeavor to submit a final invoice for all mowing no later than November 15th of each year for the term of this Agreement.**
14. Additions or deductions to the mowing acres may be required during the mowing season and will be done at the sole discretion of the COUNTY. Additions or deductions will be made to the payment due for a mowing cycle at a unit price of One Hundred Dollars per acre (\$100.00 per acre). The DuPage County Division

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of Transportation will notify the VILLAGE in writing, of any additions or deductions made in the mowing cycle acres.

WHEREAS, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

WHEREAS, this Agreement shall become effective on the day on which both parties hereto have executed this document.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers and to be attested to and their corporate seals to be hereunder affixed.

COUNTY OF DU PAGE

Signed this _____ day of _____, 2014 at Wheaton, Illinois.

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:

Gary A. King, County Clerk

VILLAGE OF HANOVER PARK

Signed this _____ day of _____, 2014, at Hanover Park, Illinois.

Rodney S. Craig, President

ATTEST:

Eira L. Corral, Village Clerk



TO: Village President and Board of Trustees

FROM: Juliana A. Maller, Village Manager
Howard A. Killian, Director of Engineering and Public Works

SUBJECT: Village Hall Reconfiguration – Phase Two

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: April 17, 2014 – Board Workshop

Executive Summary

Staff is recommending the President and Village Board approve the use of the City of Naperville Joint Contract Purchasing Program to complete the reconfiguration of Village Hall.

Discussion

The FY2014B Budget includes \$100,000 for the reconfiguration of Village Hall, which includes the following work.

- Reconfigure Community Development
- Reconfigure Clerk's Office
- Construct Community Development/Clerk's Conference Room
- Old Firing Range Storage Set Up

Staff has worked with the representatives from F.H. Paschen, S.N. Nielsen & Associates LLC, the contractor with the Joint Contract Purchasing Program contract, to review the project, develop a scope of work, and set pricing. Currently, staff has used this process for the Finance Department reconfiguration and is satisfied with the progress of the project. Moving this project forward with the Joint Contract Purchasing Program saves the Village the time and money of not preparing plans and specifications and going out for bids.

The anticipated cost to furnish and install the work as listed in the attached proposal is \$97,500.

Recommended Action

Approve the use of the City of Naperville Joint Contract Purchasing Program to complete the reconfiguration of Village Hall.

Attachments: Proposal

Budgeted Item:	<u> X </u> Yes	<u> </u> No
Budgeted Amount:	\$100,000	
Actual Cost:	\$97,500	
Account Number:		



F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC
GENERAL CONTRACTORS

March 28, 2014

Village of Hanover Park
Attn: Ted Kaye
2401 Lake St
Hanover Park, IL 60133

RE: Village Hall Interior Remodel

Dear Mr. Kaye:

FH Paschen has visited the project site with the Village of Hanover Park and agreed to the following scope of work, and the current existing conditions. We are pleased to present the following scope and budget for your review.

Scope of Work

- Demo and remove existing metal door and frame at hallway entrance. Remove CMU wing walls and clean up opening.
- Demo ½ door and install new storefront entrance door in hallway.
- Demo existing masonry wall between two vacant rooms. CMU removed up to deck above. Salvage block as needed for re-installation.
- Patch/repair ceiling grid as needed after wall is removed and re-work electric for new space.
- Saw cut new opening in CMU wall between counter area and Dep Village Clerk. Install steel lintel for new opening and hollow metal frame only.
- Fully demo existing service counter and cabinets.
- Supply and install new cabinets and new laminate service counter.
- Install framing, insulation, and drywall to close off storage area from cubicle area to create storage room. Paint new partition wall.
- Demo CMU wall between Com Dev Director and Chief Planner. CMU removed up to deck. Salvage block as needed. Demo door and frame from Com Dev Director and infill with CMU.
- Frame, insulate, and drywall new walls in cubicle area to create new office space. Paint all new drywall. Install new door, frame, and hardware for new office space.
- Patch/repair ceiling grid as necessary after demo and re-work electric for new space.
- Patch/repair flooring as needed after demo. Plan is to remove existing carpet in front of counter and use for patches. Install new flooring at counter area.
- Re-work existing electric and install new light fixture (1), timer for exhaust fan, switches, outlets, and data devices as needed for new spaces and layout.
- Fill in opening in basement block walls with salvaged CMU block. Existing openings in mechanical room and old firing range will be filled in.
- Patch and fill in smaller holes in block walls within mechanical room and old firing range.

5515 N. East River Road ▪ Chicago, IL 60656
(773) 444-3474 ▪ Fax (773) 714-0889



F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC
GENERAL CONTRACTORS

- Install new ceiling grid and tiles in old firing range.
- Install framing and drywall for approx 20 ft x 4 ft curtain wall in old firing range.
- Install new 2x4 light fixtures and associated switching in old firing range.
- Re-work, lower, and add sprinkler heads in new ceiling within old firing range.

Clarifications

- This proposal *includes* project performance and payment bond.
- This proposal *excludes* any foundation work.
- This proposal *excludes* the removal and disposal of any hazardous material.
- This proposal *excludes* any unforeseen conditions that may arise.
- This proposal *excludes* any overtime or premium time, proposal is based on normal work hours.
- This proposal includes only the following items described in the above scope.

The budgeted cost to furnish and install the above referenced work is **Ninety Seven Thousand Five Hundred Dollars, \$97,500.00**

Optional Foundation Wall Repair and Water Proofing

- Remove 48 linear feet of asphalt in front of (2) garage doors on east side of building. Excavate down to expose foundation area. Install S.D.P. water stop where needed. HLM modified urethane sealant, Mari-Fix and stick on synthetic membrane, Back fill with a granular material and pour new concrete on top. Box. 48'X3'.
- Saw cut and remove additional 24 feet of concrete from corner of garage door running to rear (s.side) of building. Patch area with asphalt. approx. 24'X2'
- Furnish and install approx. 48 linear feet of 4" Poly Drain in front of garage doors.
- Furnish and install 86 linear feet of 4" Poly Drain to tie into existing downspout on rear of building.
- Remove and repair damaged concrete wall section (top of foundation wall in gun range) approx. 48 linear feet. under (2) garage door entries and install leak stopper.
- Remove and repair damaged concrete wall section in electrical service entry (top of foundation wall) approx. 10 linear feet section. Prep and install leak stopper.

The budgeted cost to furnish and install the above referenced work is **Thirty Four Thousand Six Hundred Fifty Dollars, \$34,650.00**

Please review this information at your earliest possible convenience and advise us as to how you wish to proceed. All required documents will be submitted at your request. If you have any questions or concerns, please do not hesitate to call.

Respectfully,

Dan Zivilik

5515 N. East River Road ▪ Chicago, IL 60656
(773) 444-3474 ▪ Fax (773) 714-0889



TO: Village President and Board of Trustees

FROM: Juliana Maller, Village Manager
David Webb, Chief of Police

SUBJECT: Blanket Purchase Order to Kale Uniform for the Purchase of Police Department Uniforms

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: April 17, 2014 - Board Workshop

Executive Summary

The Police Department requests Board approval to establish a blanket purchase order with Kale Uniform in the amount of \$33,200 for the purchase of Police Department uniforms purchased between May 1, 2014 and December 31, 2014. These funds are provided for in the FY14B Budget.

Discussion

Kale Uniform maintains a store in Wheaton, Illinois, where Department members can be measured and fitted for police uniform equipment. Kale Uniform provides all the uniform items that are required to equip Police Department employees.

At this time, no other area uniform suppliers provide the required uniform items that can be custom fit to the wearer, nor is there a facility that is closer to Hanover Park than Wheaton, Illinois. Kale has been the uniform for the Hanover Park Police Department for over 20 years.

Recommended Action

Move to approve establishing a blanket purchase order with Kale Uniform in the amount not to exceed \$33,200.

Attachments: Blanket Purchase Order Requisition

Budgeted Item:	<u> X </u> Yes	<u> </u> No
Budgeted Amount:	\$ 33,200	
Actual Cost:	\$ 33,200	
Account Number:	001-810,820,850,870-421-2-31	

Ship To Name	Item / Description	Quote Method	Rate	Min Qty	Date Expires
Sold To:	HANOVER PARK POLICE DEPT.(200HH035)				
	HANOVER PARK POLICE DEPT.				
	HANOVER PARK, IL 60103				
	101-11	Fixed Price	5.50	0.00	12/31/2015
	BLACK CAP				
	126R7845	Fixed Price	39.50	0.00	12/31/2015
	LADIES L/S SHIRT BRILLIANT BLUE 100% POLYESTER				
	127R7886	Fixed Price	37.50	0.00	12/31/2015
	LADIES LONG SLEEVE POLICE SHIRT L.A.P.D. BLUE 100% PREMIER POLYESTER				
	176R7845	Fixed Price	34.50	0.00	12/31/2015
	LADIES S/S SHIRT BRILLIANT BLUE 100% POLYESTER				
	177R7886	Fixed Price	32.00	0.00	12/31/2015
	LADIES SHORT SLEEVE POLICE SHIRT LAPD BLUE 100% PREMIER POLYESTER				
	195-NV	Fixed Price	20.50	0.00	12/31/2015
	NAVY FUR TROOPER CAP WITH NAVY VINYL				
	313-E	Fixed Price	38.50	0.00	12/31/2015
	TEXTROP M/LS BLUE SHIRT				
	314-E	Fixed Price	38.50	0.00	12/31/2015
	TEXTROP M/LS NAVY SHIRT				
	3310-E	Fixed Price	35.00	0.00	12/31/2015
	TEXTROP M/SS WHITE SHIRT				
	3313-E	Fixed Price	35.00	0.00	12/31/2015
	TEXTROP M/SS BLUE SHIRT				
	3314-E	Fixed Price	35.00	0.00	12/31/2015
	TEXTROP M/SS NAVY SHIRT				
	35W7800	Fixed Price	36.50	0.00	12/31/2015
	MENS LONG SLEEVE POLICE SHIRT WHITE 100% PREMIER POLYESTER				
	35W7845	Fixed Price	37.99	0.00	12/31/2015
	COMMAND BY FLYING CROSS L/S SHIRT BRILLIANT BLUE 100% POLYESTER				
	35W7886	Fixed Price	37.99	0.00	12/31/2015
	MENS LONG SLEEVE POLICE SHIRT LAPD BLUE 100% POLYESTER				
	38200	Fixed Price	34.75	0.00	12/31/2013
	TEX TRS NVY BLU				
	38233	Fixed Price	34.75	0.00	12/31/2015
	SLX NVY BLU TEX				
	47280	Fixed Price	55.50	0.00	12/31/2015
	NAVY FREEDOM FLEX TROUSER				
	52186	Fixed Price	9.50	0.00	12/31/2015
	NAVY MOCK NECK DICKIE				
	52686	Fixed Price	32.00	0.00	12/31/2015
	L/S MOCK TURTLENECK				
	5SW-NV	Fixed Price	39.95	0.00	12/31/2015
	NAVY BLUE SERGE 5-STAR CAP SOLID				
	733-15	Fixed Price	133.00	0.00	12/31/2015
	BLACK/ORANGE REVERSIBLE RAINCOAT				
	733-53	Fixed Price	133.00	0.00	12/31/2015
	BLACK/FLUORESCENT YELLOW REVER. RAINCOAT				
	834-6056	Fixed Price	119.99	0.00	12/31/2015
	MINI GRID URATHANE OXFORD SHOE				
	85R7800	Fixed Price	34.50	0.00	12/31/2015
	MENS SHORT SLEEVE POLICE SHIRT WHITE 100% PREMIER POLYESTER				
	85R7845	Fixed Price	34.50	0.00	12/31/2015
	COMMAND BY FLYING CROSS MENS SHORT SLV SHIRT BRILLIANT BLUE 100%POLY				
	85R7886	Fixed Price	34.50	0.00	12/31/2015
	MENS SHORT SLEEVE POLICE SHIRT LAPD BLUE 100% POLYESTER				

Ship To Name	Item / Description	Quote Method	Rate	Min Qty	Date Expires
	9313-E TEXTROP F/LS BLUE SHIRT	Fixed Price	36.00	0.00	12/31/2015
	9314-E TEXTROP F/LS NAVY SHIRT	Fixed Price	38.50	0.00	12/31/2015
	942-BS MENS BLACK HI-GLOSS UNIFORM OXFORD SHOE	Fixed Price	85.50	0.00	12/31/2015
	9813-E TEXTROP F/SS BLUE SHIRT	Fixed Price	36.00	0.00	12/31/2015
	9813/NV-E WOMEN'S S/S TEXTROP SHIRT - BLUE W/NAVY POCKET FLAPS & EPAULETS	Fixed Price	34.50	0.00	12/31/2015
	9814-E TEXTROP F/SS NAVY SHIRT	Fixed Price	36.00	0.00	12/31/2015
	FM2000 FRISKMASTER LEATHER DUTY GLOVE W/SPECTRA LINING	Fixed Price	32.00	0.00	12/31/2015
	FM3500 FRISKMASTER MAX LEATHER DUTY GLOVE W/POWERSHILED X3 LINER	Fixed Price	41.00	0.00	12/31/2015
	K-52 MENS BLACK LEATHER POLICE JACKET W/1-PC.BACK	Fixed Price	350.95	0.00	12/31/2015
	NECKWEAR	Fixed Price	4.00	0.00	12/31/2015



TO: Village President and Board of Trustees

FROM: Juliana A. Maller, Village Manager
Howard A. Killian, Director of Engineering and Public Works

SUBJECT: Zinc Control Program/Sludge Permit Renewal

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: April 17, 2014 – Board Workshop

Executive Summary

Staff is requesting a purchase order be issued to AECOM of Chicago for continued work on our industrial Zinc Control Program in the amount of \$65,000.

Discussion

On August 2, 2007, the Village Board approved a Professional Services Agreement with AECOM (formerly CTE of Chicago) to assist the Village with our Illinois Environmental Protection Agency required Zinc Control program. The Village needs to issue a new purchase order for Fiscal Year 2014B in order for us to continue the development and implementation of this program.

AECOM is continuing to assist the Village under the current contract with engineering services related to the Zinc Control program and the work includes meeting with the IEPA, sample analysis, implementation of permit program, and working with the affected customers. Attached is a copy of the 3-year proposal for continued Zinc program services (May 1, 2012 through April 3, 2015).

Recommended Action

Motion to approve purchase order to AECOM of Chicago in an amount not to exceed \$65,000.

Attachments: Proposal

Budgeted Item:	<u> X </u> Yes	<u> </u> No
Budgeted Amount:	\$65,000	
Actual Cost:	\$65,000	
Account Number:	050-5050-473.03-64	



AECOM
303 East Wacker Drive
Suite 600
Chicago, IL 60601
www.aecom.com

312 938 0300 tel
312 938 1109 fax

April 10, 2012

Mr. Howard Killian, P.E.
Director of Public Works
Village of Hanover Park
2121 West Lake Street
Municipal Building
Hanover Park, IL. 60133

**Subject: Draft Proposal to Provide Engineering Services
Zinc Control Program (May 1, 2012 through April 30, 2015)**

Dear Mr. Killian:

Enclosed is a scope of work and detailed fee estimate to provide engineering services for the Village of Hanover Park (Village). These engineering services to be provided by AECOM would be for the continued development and implementation for three additional years of a program to control zinc inputs into the Village's wastewater collection system and services for regulatory matters associated with this program.

The Illinois Environmental Protection Agency (IEPA) has issued a National Pollution Discharge Elimination System (NPDES) permit for the Village's Sewage Treatment Plant (STP-1). This permit imposes daily maximum and monthly average zinc concentration limits for the effluent from STP-1. The zinc limit for the NPDES permit has been increased by the IEPA from 0.040 mg/l to 0.044 mg/l to 0.046 mg/l during the past several years.

Members of the Zinc Consortium, which includes the Village of Hanover Park, decided to pursue seeking a site-specific zinc water quality standard for the waterways to which they discharge in hopes of obtaining higher NPDES permit limits. As part of this effort, Dr. David Soucek of the Illinois National History Survey was contacted. Dr. Soucek identified an error in the Illinois Zinc Water Quality Standard (IL Zn WQS). As a result, on December 1, 2010, the Illinois EPA filed the water quality standards rulemaking with the Illinois Pollution Control Board (IPCB), in order to correct the error in the IL Zn WQS. On March 15, 2012, the IPCB released the first notice of the proposed rule which includes the proposal to correct the existing General Use zinc standard adopted by the IPCB in R02-11.

The corrected zinc limit for the Village's NPDES permit would be 0.0673 mg/l. The IEPA has previously granted the Village a time extensions on their NPDES permit and the Village is now required to meet their zinc discharge limits on August 1, 2011. Based on a conversation with Mr. Garretson of IEPA, in situations where dischargers cannot meet the existing zinc permit limit but can meet the corrected zinc permit limit, the IEPA will flag the zinc parameter in their compliance database. Therefore, it is the Village's understanding that IEPA will only enforce the 0.0673 mg/L limit. Despite the impending correction of the IL Zn WQS, which will include the 0.0673 mg/L limit the Village has decided to continue with its industrial pretreatment program.

On July 16, 2009, the Village of Hanover Park Board approved the implementation of an Industrial Pretreatment Ordinance. This ordinance limits the industrial discharge of zinc to the



Page 2

Village sanitary sewer system at a concentration limit of 0.046 mg/l. The ordinance applies to all dischargers above 500 GPD. On January 4, 2010 the Village sent discharge permit applications to seven industrial dischargers. On January 10, 2011, the Village sent discharge permit applications to seven additional industrial dischargers. AECOM has reviewed the discharge permit applications for the 1st and 2nd round of industrial dischargers and is preparing for any remaining site inspections of their industrial discharge facilities.

AECOM will continue to provide the services of Dr. David R. Zenz, P. E., Senior Associate and Ms. Cristina Winegar, P. E., Project Engineer/ Project Manager. The Village should be aware that the fee estimate is for three additional years. AECOM assumes that all required laboratory analysis will be provided by the Village and this analysis will be at the expense of the Village. AECOM has not included sampling and analysis in its fee estimate. AECOM has assumed that one public outreach meeting and one meeting with the Village Board will be conducted to address questions, issues and concerns associated with the zinc control program. AECOM has further assumed that one meeting with IEPA will be required and two meetings with the Zinc Consortium. AECOM has assumed that six additional discharge permit applications will be mailed in each of the upcoming three year or that six discharge permits will be issued.

The project costs are broken into three tasks for each additional year of the zinc control program. These tasks and their fee estimates are contained below. The details of the tasks and fees are contained in the attached Scope of Work and fee estimate.

- A. Task 1 is for an additional year of the zinc control program from May 1, 2012 through April 30, 2013. The estimated fee is \$103,874.76.
- B. Task 2 is for an additional year of the zinc control program from May 1, 2013 through April 30, 2014. The estimated fee is \$130,295.48.
- C. Task 3 is for an additional year of the zinc control program from May 1, 2014 through April 30, 2015. The estimated fee is \$103,738.07.

Enclosed are two signed copies of the Professional Services Agreement for signature by the Village. We appreciate the timely review of the Agreement and look forward to continuing to work with the Village.

If you have any questions, don't hesitate to contact me.

Sincerely,

AECOM

A handwritten signature in black ink, appearing to read "C. Winegar".

Ms. Cristina Winegar, P. E.
Project Engineer / Project Manager

Cc: Mr. Dave Zenz
File



Village of Hanover Park Wastewater Treatment Plant

Engineering Services Proposal – Scope of Work Three Additional Years for Village of Hanover Park Zinc Control Program April 10, 2012

BACKGROUND

In 2006, the Village of Hanover Park (Village) received from the Illinois Environmental Protection Agency (IEPA) a draft of a National Pollution Discharge Elimination System (NPDES) permit for its sewage treatment plant (STP-1). This NPDES permit contained a daily maximum and monthly average effluent zinc concentration limits of 0.22 mg/l and 0.04 mg/l, respectively. Subsequently, the zinc discharge limit for the NPDES Permit has been increased from 0.040 mg/l to 0.046 mg/l and the IPCB is currently reviewing a petition submitted by the IEPA which will correct an error in the Illinois Zinc Water Quality Standard (IL Zn WQS). If the petition is approved, the corrected zinc discharge limit for the Village's NPDES permit would increase from 0.046 to 0.0673 mg/l. The IEPA has granted the Village two-one year extensions on their NPDES permit and the Village was required to meet the corrected zinc discharge limit by August 1, 2011.

OBJECTIVE

This scope of work describes activities to conduct three additional years of a zinc control program for the Village and other services with regulatory matters associated with this program. This program will include implementing the existing Village Industrial Waste Control Ordinance which requires industrial pretreatment, providing a public outreach program for dischargers to the STP-1 collection system and conducting the day-to-day activities required for the zinc control program. In addition, AECOM will provide services associated with issues with the IEPA and any required services related with possible matters brought by the Village to the IPCB.

MAJOR ASSUMPTIONS

AECOM developed this detailed scope with the following major assumptions:

- A. All required sampling for the zinc control program will be conducted by Village staff under the direction of the AECOM Project Engineer.
- B. All laboratory analysis for the zinc control program will be provided by the Village at no expense to AECOM.
- C. Clerical services such as filing and typing for the AECOM Project Engineer will be provided by Village staff at no expense to AECOM.



DETAILED SCOPE

Task 1 – Zinc Control Program May 1, 2012 through April 30, 2013

Task 1A – Outreach

Objective: Provide dischargers to the Village's collection system, Village staff, Village officials and others with information on the zinc control program and to address questions, issues and concerns associated with this program.

Actions: AECOM will help prepare the presentations for these meetings and participate in these meetings with Village staff.

- a. Four meetings with Village staff to discuss progress on zinc control program
- b. One meeting with IEPA to discuss progress on the zinc control program
- c. Two meetings with the Zinc Consortium group
- d. One public outreach meeting
- e. One meeting with the Village Board

Deliverables:

- a. Power Point Presentation
- b. Minutes of Meetings

Task 1B – Conduct 3rd Year of Zinc Control Program

Objective: Conduct 3rd year of zinc control program to reduce effluent concentrations of zinc at STP-1

Actions: AECOM will provide the following services for the zinc control program:

- a. Review of discharge permit applications received
- b. Conduct meetings with dischargers when necessary
- c. Conduct inspections of dischargers, as needed
- d. Hold enforcement meetings with dischargers not in compliance, as needed
- e. Have discussions with Village legal counsel, as needed
- f. As needed with assistance of Village Clerical staff keep records of sampling, discharge permit applications, correspondence with dischargers, file letters, etc.

Deliverables:

- a. Review comments of discharge permit applications
- b. Minutes of meetings with dischargers
- c. Minutes of enforcement meetings
- d. Filing of all documents connected with Zinc Control Program
- e. Letters, memos, and other documents associated with zinc control program
- f. Drafts of Industrial Discharge Permits

Task 1C – Miscellaneous

Objective: Provide support should the Village require additional services to address questions with the leachate received by STP-1 or to address modifications to the 2012 NPDES permit. Based on recent conversations it is possible effluent nutrient limits may be required on NPDES permits.



Actions: AECOM will prepare the necessary correspondence required and provide other services as needed.

Possible Deliverables:

- a. Prepare correspondence to DuPage Forest Preserve or IEPA.

Task 2 – Zinc Control Program May 1, 2013 through April 30, 2014

Task 2A – Outreach

Objective: Provide dischargers to the Village's collection system, Village staff, Village officials and others with information on the zinc control program and to address questions, issues and concerns associated with this program.

Actions: AECOM will help prepare the presentations for these meetings and participate in these meetings with Village staff.

- a. Two meetings with Village staff to discuss progress on zinc control program
- b. One meeting with IEPA to discuss progress on the zinc control program
- c. Two meetings with the Zinc Consortium group
- d. One public outreach meeting
- e. One meeting with the Village Board

Deliverables:

- a. Power Point Presentation
- b. Minutes of Meetings

Task 2B – Conduct 4th Year of Zinc Control Program

Objective: Conduct 4th year of zinc control program to reduce effluent concentrations of zinc at STP-1

Actions: AECOM will provide the following services for the zinc control program:

- a. Review of discharge permit applications received
- b. Conduct meetings with dischargers when necessary
- c. Conduct inspections of dischargers, as needed
- d. Hold enforcement meetings with dischargers not in compliance, as needed
- e. Have discussions with Village legal counsel, as needed
- f. As needed with assistance of Village Clerical staff keep records of sampling, discharge permit applications, correspondence with dischargers, file letters, etc.

Deliverables:

- a. Review comments of discharge permit applications
- b. Minutes of meetings with dischargers
- c. Minutes of enforcement meetings
- d. Filing of all documents connected with Zinc Control Program
- e. Letters, memos, and other documents associated with zinc control program
- f. Drafts of Industrial Discharge Permits

Task 2C – Miscellaneous



Objective: Provide support should the Village to address compliance with 2012 NPDES permit. Based on recent conversations it is possible effluent nutrient limits may be required on NPDES permits.

Actions: AECOM will prepare the necessary correspondence required and provide other services as needed.

Possible Deliverables:

- a. Prepare correspondence to IEPA.

Task 3 – Zinc Control Program May 1, 2014 through April 30, 2015

Task 3A – Outreach

Objective: Provide dischargers to the Village's collection system, Village staff, Village officials and others with information on the zinc control program and to address questions, issues and concerns associated with this program.

Actions: AECOM will help prepare the presentations for these meetings and participate in these meetings with Village staff.

- a. Two meetings with Village staff to discuss progress on zinc control program
- b. One meeting with IEPA to discuss progress on the zinc control program
- c. Two meetings with the Zinc Consortium group
- d. One public outreach meeting
- e. One meeting with the Village Board

Deliverables:

- a. Power Point Presentation
- b. Minutes of Meetings

Task 3B – Conduct 5th Year of Zinc Control Program

Objective: Conduct 5th year of zinc control program to reduce effluent concentrations of zinc at STP-1

Actions: AECOM will provide the following services for the zinc control program:

- a. Review of discharge permit applications received
- b. Conduct meetings with dischargers when necessary
- c. Conduct inspections of dischargers, as needed
- d. Hold enforcement meetings with dischargers not in compliance, as needed
- e. Have discussions with Village legal counsel, as needed
- f. As needed with assistance of Village Clerical staff keep records of sampling, discharge permit applications, correspondence with dischargers, file letters, etc.

Deliverables:

- a. Review comments of discharge permit applications
- b. Minutes of meetings with dischargers
- c. Minutes of enforcement meetings
- d. Filing of all documents connected with Zinc Control Program



- e. Letters, memos, and other documents associated with zinc control program
- f. Drafts of Industrial Discharge Permits

Task 3C – Miscellaneous

Objective: Provide support should the Village to address compliance with 2012 NPDES permit. Based on recent conversations it is possible effluent nutrient limits may be required on NPDES permits.

Actions: AECOM will prepare the necessary correspondence required and provide other services as needed.

Possible Deliverables:

- a. Prepare correspondence to IEPA.

FEE BREAKDOWN

Attached to the scope of work is a detailed fee estimate for three additional years of the zinc control program and other tasks associated with this program. The project costs are broken into three tasks for each additional year of the zinc control program.

Task 1 – Zinc Control Program May 1, 2012 through April 30, 2013

Task 1A is to prepare for and attend any meetings associated with the zinc control program required by the Village, IEPA, Zinc Consortium, public or Village Board. This task is estimated to utilize a total of 130 hours for both Dr. Zenz and Ms. Winegar. The total cost for this task is estimated to be \$24,146.30.

Task 1B involves the activities associated with the implementation and day to day activities associated with one year of the zinc control program. The total hours for this task for both Dr. Zenz and Ms. Winegar are estimated at 490 hours and the total cost is \$67,531.78.

Task 1D is a miscellaneous task if the Village requires additional assistance with modifications to the existing NPDES permit. The total hours for Dr. Zenz and Ms. Winegar are estimated to be 48 hours in the total costs is \$7,196.67.

Total Direct Costs, for travel expenses, are estimated to be \$5,000.00.

Total for Task 1 and total direct costs is \$130,874.76.

Task 2 – Zinc Control Program May 1, 2013 through April 30, 2014

Task 2A is to prepare for and attend any meetings associated with the zinc control program required by the Village, IEPA, Zinc Consortium, public or Village Board. This task is estimated to utilize a total of 104 hours for both Dr. Zenz and Ms. Winegar. The total cost for this task is estimated to be \$20,113.98.

Task 2B involves the activities associated with the implementation and day to day activities associated with one year of the zinc control program. The total hours for this task for both Dr. Zenz and Ms. Winegar are estimated at 490 hours and the total cost is \$70,669.44.



Task 2D is a miscellaneous task if the Village requires additional assistance with modifications to the existing NPDES permit. The total hours for Dr. Zenz and Ms. Winegar are estimated to be 48 hours in the total costs is \$7,512.05.

Total Direct Costs, for travel expenses, are estimated to be \$5,000.00.

Total for Task 2 and total direct costs is \$130,295.48.

Task 3 – Zinc Control Program May 1, 2014 through April 30, 2015

Task 3A is to prepare for and attend any meetings associated with the zinc control program required by the Village, IEPA, Zinc Consortium, public or Village Board. This task is estimated to utilize a total of 104 hours for both Dr. Zenz and Ms. Winegar. The total cost for this task is estimated to be \$20,879.31.

Task 3B involves the activities associated with the implementation and day to day activities associated with one year of the zinc control program. The total hours for this task for both Dr. Zenz and Ms. Winegar are estimated at 477 hours and the total cost is \$72,016.89.

Task 3D is a miscellaneous task if the Village requires additional assistance with modifications to the existing NPDES permit. The total hours for Dr. Zenz and Ms. Winegar are estimated to be 48 hours in the total costs is \$7,841.87.

Total Direct Costs, for travel expenses, are estimated to be \$3,000.00.

Total for Task 3 and total direct costs is \$103,738.07.

Total Project

The total for three additional three additional years of the zinc control program is \$310,908.31.

4.k

Fee Estimate for Engineering Services - April 10, 2012
 Village of Hanover Park Zinc Control Program - May 1, 2012 through April 30, 2015



Task/Description	Senior Associate (DRZ)				Project Engineer (MCW)				Total		Total
	Number of Meetings/ Tasks	Hours per Meeting/ Task	Total Number of Hours	Raw Labor (\$)	Number of Meetings/ Tasks	Hours per Meeting/ Task	Total Number of Hours	Raw Labor (\$)	Total Number of Hours	Raw Labor (\$)	Billable Labor (\$)
Task 1A: Outreach											
Meetings with Village of Hanover Park	4	5	20	\$1,736.40	4	8	32	\$1,243.52	52	\$2,979.92	\$9,535.74
Meetings with IEPA	1	8	8	\$694.56	1	8	8	\$310.88	16	\$1,005.44	\$3,217.41
Meetings for Zinc Consortium	2	5	10	\$868.20	2	5	10	\$388.60	20	\$1,256.80	\$4,021.76
Public Outreach	1	10	10	\$858.20	1	16	16	\$621.76	26	\$1,489.96	\$4,767.87
Meeting with Village Board	1	4	4	\$347.28	1	12	12	\$466.32	16	\$813.60	\$2,603.52
Subtotal for Task 1A			52	\$4,514.64			78	\$3,031.08	130	\$7,545.72	\$24,146.30
Task 1B: Conduct 3rd Year of Zinc Control Program											
Review of Permit Application	5	1	5	\$434.10	5	12	60	\$2,331.60	65	\$2,765.70	\$8,850.24
Meetings with Industrial Dischargers	1	4	4	\$347.28	10	8	80	\$3,108.80	84	\$3,456.08	\$11,059.46
Preparation of Industrial Discharge Permits	6	1	6	\$520.92	6	12	72	\$2,797.92	78	\$3,318.84	\$10,620.29
Inspections of Industrial Facilities	4	2	8	\$694.56	5	5	25	\$971.50	33	\$1,666.06	\$5,331.39
Enforcement Meetings	3	4	12	\$1,041.84	3	8	24	\$932.64	36	\$1,974.48	\$6,318.34
Legal Discussions	2	4	8	\$694.56	2	8	16	\$621.76	24	\$1,316.32	\$4,212.22
Record Keeping, Filing, Letters, Correspondence							120	\$4,663.20	120	\$4,663.20	\$14,922.24
Project Management							50	\$1,943.00	50	\$1,943.00	\$6,217.60
Subtotal for Task 1B			43	\$3,733.26			447	\$17,370.42	490	\$21,103.68	\$67,531.78
Task 1C: Miscellaneous (Contingency)											
Miscellaneous	1	8	8	\$694.56	1	40	40	\$1,554.40	48	\$2,248.96	\$7,196.67
Subtotal for Task 1C			8	\$694.56			40	\$1,554.40	48	\$2,248.96	\$7,196.67
Total			103	\$8,942.46			565	\$21,955.90	668	\$30,898.36	\$98,874.75

4.k

Fee Estimate for Engineering Services - April 10, 2012
 Village of Hanover Park Zinc Control Program - May 1, 2012 through April 30, 2015



Task/Description	Senior Associate (DRZ)			Raw Labor (\$)	Project Engineer (MCW)			Raw Labor (\$)	Total		Total Billable Labor (\$)
	Number of Meetings/ Tasks	Hours per Meeting/ Task	Total Number of Hours		Number of Meetings/ Tasks	Hours per Meeting/ Task	Total Number of Hours		Total Number of Hours	Raw Labor (\$)	
Task 2A: Outreach											
Meetings with Village of Hanover Park	2	5	10	\$894.25	2	8	16	\$652.85	26	\$1,547.09	\$4,950.70
Meetings with IEPA	1	8	8	\$715.40	1	8	8	\$326.42	16	\$1,041.82	\$3,333.83
Meetings for Zinc Consortium	2	5	10	\$894.25	2	5	10	\$408.03	20	\$1,302.28	\$4,167.28
Public Outreach	1	10	10	\$894.25	1	16	16	\$652.85	26	\$1,547.09	\$4,950.70
Meeting with Village Board	1	4	4	\$357.70	1	12	12	\$489.64	16	\$847.33	\$2,711.47
Subtotal for Task 2A			42	\$3,755.83			62	\$2,529.79	104	\$6,285.62	\$20,113.98
Task 2B: Conduct 4th Year of Zinc Control Program											
Review of Permit Application	5	1	5	\$447.12	5	12	60	\$2,448.18	65	\$2,895.30	\$9,264.97
Meetings with Industrial Dischargers	1	4	4	\$357.70	10	8	80	\$3,264.24	84	\$3,621.94	\$11,590.20
Preparation of Industrial Discharge Permits	6	1	6	\$536.55	6	12	72	\$2,937.82	78	\$3,474.36	\$11,117.96
Inspections of Industrial Facilities	4	2	8	\$715.40	5	5	25	\$1,020.08	33	\$1,735.47	\$5,553.51
Enforcement Meetings	3	4	12	\$1,073.10	3	8	24	\$979.27	36	\$2,052.37	\$6,567.59
Legal Discussions	2	4	8	\$715.40	2	8	16	\$652.85	24	\$1,368.24	\$4,378.38
Record Keeping, Filing, Letters, Correspondence							120	\$4,896.36	120	\$4,896.36	\$15,668.35
Project Management							50	\$2,040.15	50	\$2,040.15	\$6,528.48
Subtotal for Task 2B			43	\$3,845.26			447	\$18,238.94	490	\$22,084.20	\$70,669.44
Task 2C: Miscellaneous (Contingency)											
Miscellaneous - Time Extension	1	8	8	\$715.40	1	40	40	\$1,632.12	48	\$2,347.52	\$7,512.05
Subtotal for Task 2C			8	\$715.40			40	\$1,632.12	48	\$2,347.52	\$7,512.05
Total			93	\$8,316.49			549	\$22,400.85	642	\$30,717.33	\$98,295.47

4.k

Fee Estimate for Engineering Services - April 10, 2012
 Village of Hanover Park Zinc Control Program - May 1, 2012 through April 30, 2015



Task/Description	Senior Associate (DRZ)				Project Engineer (MCW)				Total		Total
	Number of Meetings/ Tasks	Hours per Meeting/ Task	Total Number of Hours	Raw Labor (\$)	Number of Meetings/ Tasks	Hours per Meeting/ Task	Total Number of Hours	Raw Labor (\$)	Total Number of Hours	Raw Labor (\$)	Billable Labor (\$)
Task 3A: Outreach											
Meetings with Village of Hanover Park	2	5	10	\$921.07	2	8	16	\$685.49	26	\$1,606.56	\$5,141.00
Meetings with IEPA	1	8	8	\$736.86	1	8	8	\$342.75	16	\$1,079.60	\$3,454.73
Meetings for Zinc Consortium	2	5	10	\$921.07	2	5	10	\$428.43	20	\$1,349.50	\$4,318.42
Public Outreach	1	10	10	\$921.07	1	16	16	\$685.49	26	\$1,806.56	\$5,141.00
Meeting with Village Board	1	4	4	\$368.43	1	12	12	\$514.12	16	\$882.55	\$2,824.15
Subtotal for Task 3A			42	\$3,868.51			62	\$2,656.28	104	\$6,524.78	\$20,879.31
Task 3B: Conduct 5th Year of Zinc Control Program											
Review of Permit Application	5	1	5	\$460.54	5	12	60	\$2,570.59	65	\$3,031.13	\$9,699.60
Meetings with Industrial Dischargers	1	4	4	\$368.43	10	8	80	\$3,427.45	84	\$3,795.88	\$12,146.82
Preparation of Industrial Discharge Permits	5	1	5	\$460.54	5	12	60	\$2,570.59	65	\$3,031.13	\$9,699.60
Inspections of Industrial Facilities	4	2	8	\$736.86	5	5	25	\$1,071.08	33	\$1,807.94	\$5,785.40
Enforcement Meetings	3	4	12	\$1,105.29	3	8	24	\$1,028.24	36	\$2,133.52	\$6,827.28
Legal Discussions	2	4	8	\$736.86	2	8	16	\$685.49	24	\$1,422.35	\$4,551.52
Record Keeping, Filing, Letters, Correspondence							120	\$5,141.18	120	\$5,141.18	\$16,451.77
Project Management							50	\$2,142.16	50	\$2,142.16	\$6,854.90
Subtotal for Task 3B			42	\$3,868.51			435	\$18,636.77	477	\$22,505.28	\$72,016.89
Task 3C: Miscellaneous (Contingency)											
Miscellaneous - Time Extension	1	8	8	\$736.86	1	40	40	\$1,713.73	48	\$2,450.58	\$7,841.87
Subtotal for Task 3C			8	\$736.86			40	\$1,713.73	48	\$2,450.58	\$7,841.87
Total			92	\$8,473.88			537	\$23,006.77	629	\$31,480.65	\$100,738.07

Estimated Total Direct Costs for Travel and Other Expenses	\$5,000.00
Estimated Total Task 1 - Zinc Control Program (3rd year)	\$103,874.76
Estimated Total Direct Costs for Travel and Other Expenses	\$5,000.00
Estimated Total Task 2 - Zinc Control Program (4th year)	\$103,295.48
Estimated Total Direct Costs for Travel and Other Expenses	\$3,000.00
Estimated Total Task 3- Zinc Control Program (5th year)	\$103,738.07
Estimated Project Total Tasks 1, 2 & 3	\$310,908.31



TO: Village President and Board of Trustees

FROM: Juliana A. Maller, Village Manager
Howard A. Killian, Director of Engineering and Public Works

SUBJECT: Sludge Hauling and Disposal

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: April 17, 2014 – Board Workshop

Executive Summary

Staff is requesting a blanket purchase order with Synagro Central, LLC for dewatering and hauling sludge from STP 1 in the amount of \$150,000.

Discussion

On August 18, 2011, the Village Board approved a 5-year contract extension to the existing sludge hauling contract with Synagro Central, LLC for dewatering and hauling sludge from STP 1. The Village needs to issue a new purchase order for Fiscal Year 2014B. Per the contract, the cost is \$.0455 per gallon.

Synagro proposes to continue its existing dewatering operation and will apply the dewatered material to the land for agronomic use. As part of this proposal, Synagro will provide the following:

All labor, equipment and technical expertise necessary for the dewatering, removal, loading and land application of all of Hanover Park's digested biosolids produced by the Plant.

All monitoring and reporting to the Village and the IEPA.

Recommended Action

Motion to approve a blanket purchase order to Synagro Central LLC in the amount of \$150,000 and authorize the Village Manager to execute the necessary documents.

Attachment: 2011 Proposal

Budgeted Item:	<u> X </u> Yes <u> </u> No
Budgeted Amount:	\$150,000.00
Actual Cost:	\$150,000.00
Account Number:	050-5050-473.03-31

SYNAGRO®

August 1, 2011

Mr. Howard Killian
Public Works Director
Village of Hanover Park
Public Works Facility
2121 Lake Street
Hanover Park, IL 60103

Re: Proposal for Extending Dewatering Services

Dear Mr. Killian:

Synagro Central, LLC (Synagro) is pleased to present this proposal to the Village of Hanover Park (Village) to provide professional dewatering services. The following proposal is for a five (5) year extension of the existing contract for Biosolids Management Services. All terms and conditions of the contract will remain in effect.

Synagro proposes to continue its existing dewatering operation and land apply the dewatered material for agronomic use. As part of this proposal, Synagro will provide the following:

- All labor, equipment and technical expertise necessary for the dewatering, removal, loading and land application of all of Hanover Parks digested Biosolids produced by the Plant;
- All monitoring and reporting to the Village and the IEPA.

As part of this proposal the Village will be responsible for the following:

- Access to the Plant for Synagro's people and equipment;
- 480 3 phase (100 amps) power;
- Rinse water for belt wash down;
- All necessary related permits.

Synagro Central, LLC

7014 East Baltimore Street, Baltimore, MD 21224 • Phone: (410) 284-4120 • Fax: (410) 282-7466

4.1

The base price for the above mentioned services will be held for a two year period at \$0.0455 per gallon from September 21, 2011 through September 20, 2013. After that, Synagro will apply an annual CPI adjustment to this extension. This adjustment will be taken from the Consumer Price Index web site and issued on the anniversary date of this agreement.

If you have any questions or need further information, please do not hesitate to call me at 708-446-3096.

Sincerely,

Matt Holub

SYNAGRO

Matt Holub
Area Sales Manager - Midwest
708-446-3096 **Cell**
224-333-0640 **Fax**
mholub@synagro.com

People + Planet -> Synchronization
www.synagro.com

Synagro Central, LLC

7014 East Baltimore Street, Baltimore, MD 21224 • Phone: (410) 284-4120 • Fax: (410) 282-7466



4.1
Materials Management Agreement

This Agreement made and entered into as of this 21st day of September 2011, by and between Contractor and Customer.

C U S T O M E R	Customer Legal Name			
	Village of Hanover Park			
	Street Address			
	2121 W. Lake Street			
	City / Town	County	State	Zip Code
	Hanover Park	Dupage	IL	60103
C O N T R A C T O R	Synagro Legal Name			
	Synagro Central, LLC.			
	Street Address			
	7014 East Baltimore Street			
	City / Town	State	Zip Code	
	Baltimore	Maryland	21224	
T E R M	Commencement Date		Expiration Date	
	September 21, 2011		September 20, 2016	
<p>The "Term" of this Agreement shall be from the Commencement Date up to and including the Expiration Date. This Agreement may be extended upon the mutual consent of the Parties. This Agreement and any extensions shall automatically renew on a year to year basis following expiration of the Term, until Contractor or Customer delivers notice to the other party of its intent to terminate the Agreement. If Contractor provides Contractor Services to Customer outside of the Term without another written agreement, then such services shall be deemed provided pursuant to the terms of this Agreement (other than the Term) and Customer's request for or acceptance of Contractor Services shall be deemed consent to the terms of this Agreement. No such provision of services by Contractor shall be deemed an agreement to provide any further services or extend the term of this contract for additional periods.</p>				
B I L L I N G	Customer Contact Name		Telephone #	
	Village of Hanover Park			
	Street Number / P.O. Box		Fax #	
	Address		Contact Person	
	2121 West Lake Street		Howard Killian "Public Works Director"	
			E-mail Address	
City / State			Zip Code	
Hanover Park, IL			60103	
S I G N A T U R E S	FOR CUSTOMER:		Date	
	Signature		9-1-2011	
				
	Name and Title			
	Ron Moser, Village Manager			
FOR CONTRACTOR:		Date		
Signature				
Name and Title				

SCOPE OF SERVICES AND PRICING APPENDIX

Scope of Service.

Synagro proposes to continue its existing dewatering operation and land apply the dewatered material for agronomic use. As part of this proposal, Synagro will provide the following:

- All labor, equipment and technical expertise necessary for the dewatering, removal, loading and land application of all of Bensenville's digested Biosolids produced by the Plant;
- All monitoring and reporting to the Village and the IEPA.
-

As part of this proposal the Village will be responsible for the following:

- Access to the Plant for Synagro's people and equipment;
- 480 3 phase (100 amps) power;
- Rinse water for belt wash down;
- All necessary related permits.

Customer Materials.

Municipal Biosolids

PRICE

The Agreement Price(s) shall be as follows:

RATE	UNIT	SERVICE
\$0.0455	Per Gallon	Synagro proposes to continue its existing dewatering operation and land apply the dewatered material for agronomic use.

**** The base price for the above mentioned services will be held for a two year period at \$0.0455 per gallon from September 21, 2011 through September 20, 2013. After that, the remaining three years will have a CPI adjustment annually.

CPI. All Agreement Prices shall be adjusted as follows:

Synagro will apply an annual CPI adjustment to this extension. This adjustment will be taken from the Consumer Price Index web site and issued on the anniversary date of this agreement. The base price for the above mentioned services will be held for a two year period at \$0.0455 per gallon from September 21, 2011 through September 20, 2013. After that, the remaining three years will have a CPI adjustment annually.

GENERAL TERMS AND CONDITIONS

1. **Definitions.** As used in this Agreement:

A. "Affiliate" shall mean any Person which, directly or indirectly, owns or controls, or is under common ownership or control with, or is owned or controlled by, such Person.

B. "Agreement" shall mean this agreement, and each and every exhibit, appendix and schedule attached hereto, and by reference made part of this Agreement.

C. "Agreement Price(s)" shall mean any one or, collectively, all the prices to be paid by the Customer to Contractor for Contractor Services.

D. "Authorizations" means all authorizations, permits, applications, notices of intent, registrations, variances, and exemptions required for the removal, transportation and land application of Customer Materials in compliance with all Laws.

E. Agreement shall consist of the following documents which Customer acknowledges receiving copies of:

1. The Agreement
2. Scope of Service and Price Appendix
3. General Terms and Conditions

F. "Contractor Facility" shall mean a facility operated or controlled by Contractor or an Affiliate of Contractor.

G. "Contractor Services" shall be those services described in Scope of Service and Price Appendix.

H. "Customer" shall mean the entity identified as Customer in the first paragraph of this Agreement and its permitted successors and assigns.

I. "Customer Material(s)" shall mean the materials generated by or stored at the Customer's Facility which are described in Scope of Service and Price Appendix, Section A. 2. and meet(s) the requirements set forth in Appendix 2.

J. "Governmental Authority" means any governmental authority including the United States of America and any State, local authority, political subdivision, agency, department, commission, board, bureau, court, tribunal having jurisdiction over this Agreement, Customer Material(s), or Contractor, Customer, or Customer Facility.

K. "Hazardous Materials" means any "petroleum," "oil," "hazardous waste," "hazardous substance," "toxic substance," and "extremely hazardous substance" as such terms are defined, listed, or regulated under Laws.

L. "Intended Use" shall mean any use, placement or disposal of Customer Materials pursuant to this Agreement including by example, land application, composting, deposit in landfill, or incineration.

M. "Laws" means any Authorization and any applicable federal, state, or local law, rule, regulation, ordinance, order, decision, principle of common law, consent decree or order, of any Governmental Authority, now or hereafter in effect.

N. "Non-Conforming Material(s)" shall mean material(s) which (i) fail(s) to meet the description or characteristics described in Appendices 1 and/or 2, or (ii) are Hazardous Materials, or (iii) contain a concentration of polychlorinated biphenyls equal to or greater than 50 milligrams per kilogram of total solids (on a dry weight basis).

O. "Party" shall mean either Customer or Contractor; "Parties" shall mean Customer and Contractor.

P. "Person" shall mean any partnership, corporation, Governmental Authority, trust or legal entity, as well as a natural person.

Q. "Term" shall mean the term of this Agreement including any extensions, as provided for in the Agreement.

3. **Services.** Contractor shall provide Contractor Services to Customer.

4. **Price and Adjustments.**

A. The Agreement Price(s) for Contractor Services is set forth in Scope of Services and Price.

B. Contractor will have no duty to handle Non-Conforming Materials unless Customer and Contractor mutually agree to terms including cost for the handling of such Non-Conforming Materials on a case-by-case basis. If Contractor discovers material is Non-Conforming after it takes possession, then Customer shall reimburse all costs and expenses of Contractor in handling such Non-Conforming Material until Customer arranges for removal

and transportation of such Non-Conforming Material for appropriate processing and disposal, plus 10% of such costs and expenses.

5. **Ownership of Materials.** Customer shall retain all title to and ownership of the Customer Material and Non-Conforming Materials.

6. **Rejection or Revocation of Acceptance of Materials.**

A. Contractor shall have the right to reject any Non-Conforming Material prior to taking possession or revoking its acceptance after taking possession of any Non-Conforming Material, provided that Contractor notifies Customer by telephone or in writing of such rejection of Non-Conforming Materials promptly upon Contractor's discovery thereof. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to Customer. Contractor shall provide Customer with the documentation used to identify Customer Materials as Non-Conforming, and Customer shall have the right to re-test the Customer Materials.

B. Within twenty-four (24) hours after receipt of notice of rejection of Non-Conforming Material (or such longer period provided that Customer is acting with due diligence). Customer shall in accordance with Laws, arrange for and pay all costs associated with the testing, removal and transport of such Non-Conforming Material for appropriate processing and disposal. If Customer fails to remove Non-Conforming Material(s) within 10 business days of the date Customer is notified by Contractor, then Contractor shall have the right, but not the obligation, to remove, store, handle, transport, store, process and dispose of Non-Conforming Materials and Customer shall reimburse Contractor for all costs and expenses associated therewith, plus 10% of such costs and expenses.

C. Nothing in this section shall be construed to limit Customer's obligation to indemnify Contractor.

7. **Change in Conditions Affecting Quality of Materials.** Customer shall immediately notify Contractor of changes or irregularities related to the creation, processing or conditions that would reasonably be expected to affect the quality, character or composition of Customer Materials. Customer shall promptly furnish to Contractor any information regarding known or suspected changes in the composition or characteristics of the Customer Materials.

8. **Record Keeping.** Contractor shall maintain records of the Contractor Services to the extent Contractor is required by Law, and further, shall maintain records to the extent specifically set forth in Scope of Services and Price. Customer shall maintain records to the extent Customer is required by Law. Customer shall keep and maintain records showing all data necessary for computation of the invoiced amounts during the term of the Agreement and for eighteen (18) months after the termination of the Agreement. Customer shall, upon reasonable notice from Contractor, allow Contractor to inspect and copy all records reasonably necessary for Contractor to compute the amounts to be invoiced.

9. **Terms of Payment.** Customer shall pay Contractor the full amount due under any invoice within thirty (30) days of the date of the invoice. Any invoice amount not paid in full within thirty (30) days of the date of the invoice shall bear interest at the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum legally permissible interest rate on any unpaid balance thereof. Interest shall be computed from the date of the invoice.

10. **Default Termination.**

A. In the event a Party seeks to terminate this Agreement because the other Party has failed to perform one or more of its material obligations hereunder, then the non-defaulting Party shall give a default notice to the defaulting party. Such default notice shall list with reasonable detail the nature of the default. Unless otherwise stated in Subsection B below, a defaulting Party shall have a right to cure a default within 10 days. If the defaulting Party fails to cure the default within 10 days after the receipt of the default notice, then this Agreement may be terminated by the non-defaulting party by delivery of notice of termination, effective on the termination date stated in such termination notice.

B. Notwithstanding any provision herein to the contrary, Contractor may immediately terminate this Agreement upon notice to Customer if:

- (i) Customer fails to make full payment within 30 days of any invoice date;
- (ii) there is a change in or to the interpretation of any Laws which increases Contractor's risk or cost, or which would



Materials Management Agreement

serve to delay Contractor's performance of Contractor Services;

- (iii) Contractor reasonably determines that performing Contractor Services will cause personal injury, or damage to a Party's facilities, equipment or operation, or will cause Contractor to be in violation of Laws, or will produce or cause to be produced a process byproduct that is classified as Hazardous Material(s); or
- (iv) Customer fails to provide the NANI or NANI Equivalent as provided for in Section 29.A.4.b. of this Agreement.

11. Indemnification.

A. Contractor shall defend, indemnify and hold harmless Customer, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expenses of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent proximately caused by Contractor's negligence or breach of this Agreement. If any such suits, actions or proceedings are threatened or commenced, Customer shall promptly notify Contractor.

B. Customer shall defend, indemnify and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent they arise out of: (i) Customer's failure to comply with any of its obligations under this Agreement; (ii) Customer's delivery of Non-Conforming Material to Contractor; (iii) Contractor's acceptance, handling, use or application of Non-Conforming Material; and (iv) any other negligent act or omission or willful misconduct by Customer. If any such suits, actions or proceedings are threatened or commenced, Contractor shall promptly notify Customer.

12. Access. Customer shall provide Contractor access to Customer Facility(ies) as and when requested by Contractor in order to provide Contractor Services. Customer shall bear all costs or fees associated with providing access to Contractor.

13. Compliance with Laws. Unless otherwise specifically provided in this Agreement, Contractor shall comply with Laws directly regulating Contractor Services and Customer shall comply with all Laws imposed upon.

14. Physical Damage Responsibility; Insurance.

A. Contractor shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.

B. Contractor shall provide commercial general liability insurance to cover the liabilities of Contractor arising out of the Contractor Services with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to Contractor and Customer, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Contractor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Said certificate shall name Customer as an additional insured.

C. Contractor shall provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in the performance of Contractor Services with a combined single limit of one million dollars (\$1,000,000), with an umbrella policy of five million dollars (\$5,000,000).

15. Force Majeure. Neither Party shall be liable to the other Party for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes (except any strikes involving a Party's personnel), orders or judgments of any Federal, State or local court, administrative agency or governmental body, accidents and Acts of God. It is specifically understood that, without limitation, none of the following acts, events or

circumstances shall constitute an act or occurrence beyond a Party's reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Agreement. Whenever the provisions of this Section are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.

16. Representation of Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver and perform this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

17. Survival of Obligations. Notwithstanding the expiration or sooner termination of this Agreement, any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied.

18. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and verbal, between the Parties with respect to the subject matter hereof.

19. Amendments. This Agreement may be amended from time to time only by an instrument in writing signed by the Parties to this Agreement.

20. Counterparts. This Agreement may be executed in counterparts, which together shall constitute one and the same contract. The Parties may execute more than one copy of this Agreement, each of which shall constitute an original.

21. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties thereto and their successors and permitted assigns. The Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that Contractor may assign performance and/or collection to an Affiliate of Contractor without the consent of Customer.

22. Modification. This Agreement may not be amended, altered or modified except in writing signed by the Parties hereto. No waiver by either Party of any breach by the other Party of any provisions of this Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of any different provision of this Agreement. No course of conduct or series of dealings shall constitute a waiver hereunder.

23. Governing Law, Venue Selection. This Agreement shall be governed by and construed under the laws of the State or Commonwealth of _____.

24. No Third Party Liability. Neither this Agreement nor any Subcontract is intended to give rise to or recognize any third party beneficiary to this Agreement.

25. Partial Invalidity. If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

26. Consent to Breach Not Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach by the other Party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.

27. Notice. Except as otherwise specifically provided in this Agreement, all notices must be given in writing sent by recognized overnight courier or



Materials Management Agreement

registered or certified US mail, postage prepaid, return receipt requested, addressed listed on the first page and with an additional copy of any notice to Contractor sent to:

1800 Bering Drive, Suite 1000
Houston, TX 77057
Attn: Legal Manager

Notice shall be sent to the referenced persons and addresses unless the Parties are otherwise notified in writing of a change in the name or address of the person to be notified.

28. Consequential Damages. In no event shall Contractor, its affiliated corporations and Affiliates or its and their directors, officers, employees or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, suffered or incurred by Customer or any of its agents or contractors as a result of Contractor's performance or non-performance of services pursuant to this Agreement. In no event shall Contractor's liability hereunder exceed the value of the payments to Contractor under this Agreement, regardless of legal theory.

29. Drafting Responsibility. Neither Contractor nor Customer shall be considered the drafter of this Agreement, and any ambiguities herein shall not be construed against either Contractor or Customer, both having participated in the drafting of this Agreement.

29. Customer Materials. Customer represents and warrants the following with respect to the quality of Customer Materials:

A. Biosolids.

1. **Hazardous Materials.** Customer will not provide Hazardous Materials to Contractor.
2. **Polychlorinated Biphenyls.** Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.
3. **Suitability of Materials for Intended Use.** All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.
4. **Land Application of Biosolids.** If land application is an Intended Use of Customer Materials, the following shall apply:
 - a. Customer agrees to provide Contractor with Customer Materials that meet federal, state and local land application criteria at the time they are released to Contractor. Where Contractor Services include pathogen reduction requirements and/or vector attraction reduction, Customer is not obligated to meet pathogen and/or vector attraction reduction requirements.
 - b. Customer shall provide Contractor documentation that Customer's biosolids meet 40 CFR PART 503, state and local land application quality criteria with respect to the three biosolids quality criteria (i.e. metals content, pathogen reduction requirements, and vector attraction reduction requirements) unless Contractor has specifically agreed otherwise as part of the Contractor Services described below. This information is to be supplied to Contractor using a Notice and Necessary Information ("NANI") form or NANI Equivalent within 45 days after the end of the Customer's monitoring period based on the biosolids testing frequency in 40 CFR 503.16. "NANI Equivalent" shall mean lab results which clearly show the three biosolids quality criteria are met (e.g. metal test results, fecal coliform test results, SOUR test results). If Customer has more than one Customer Facility, a NANI Form or NANI Equivalent is required for each Customer Facility at which Contractor Services are being provided. If Customer uses more than one treatment process within Customer Facility, (for example, customer produces anaerobically digested and lime stabilized biosolids) a NANI form or NANI Equivalent is required for each treatment process used by the Customer. If Customer has stored biosolids in more than one location/structure within Customer Facility produced over different time periods or tested separately due to its unique characteristics or

Customer's desired sampling program, a NANI form or NANI Equivalent are required for each Customer Facility storage location/structure. Contractor shall have the right to rely upon any information or certification provided by Customer and shall not have any independent duty to investigate or inquire regarding the subject matter of Customer's certification or of the information which Customer provides to Contractor. Where Contractor Services include pathogen reduction requirements, the NANI Form or NANI Equivalent provided Customer is not required to document compliance with pathogen reduction requirements by Law. Where Contractor Services include vector attraction reduction, the NANI Form or NANI Equivalent provided by Customer is not required to document compliance with vector attraction reduction requirements.

c. If Customer fails to provide the NANI Form or NANI Equivalent when required by Law, Contractor shall have the immediate right, but not the obligation, to suspend or terminate Contractor Services or this Agreement. Customer shall be liable for all additional costs and expenses arising out of such suspension or termination.

d. Contractor will land apply Customer Materials based on the most current NANI Form or NANI equivalent test results provided to the Contractor.

5. **Disposal of Biosolids into Landfill.** Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements

B. Industrial Residuals:

1. **Hazardous Materials.** Customer will not provide Hazardous Materials to Contractor.
2. **Polychlorinated Biphenyls.** Customer Materials shall not contain a concentration of polychlorinated biphenyls (PCB's) equal to or greater than 50 milligrams per kilogram (dry weight basis), nor shall Customer Materials violate more stringent state or local standards, where applicable.
3. **Suitability of Materials for Intended Use.** All Customer Materials are suitable for their Intended Use and the qualities and characteristics of Customer Materials meet or exceed the minimum requirements under Laws for Intended Use.
4. **Cadmium.** Customer will provide Contractor with the total cadmium (Cd) concentration of the residuals in milligrams per kilograms (mg/kg) dry weight with the frequency required by Laws.
5. **Disease Vectors.** Customer Materials shall not attract disease vectors that endanger public health.
6. **Disposal of Biosolids into Landfill.** Where Customer Materials are to be disposed of in landfill(s), Customer Materials must meet the requirements in 40 CFR Part 258 (e.g., pass paint filter test and be non-hazardous per 40 CFR Part 261) and any applicable state requirements.

C. Additional Customer Materials (if any):



TO: Village President and Board of Trustees

FROM: Juliana A. Maller, Village Manager
Howard A. Killian, Director of Engineering and Public Works

SUBJECT: Approval of Agreement with Clarke Environmental Mosquito Management, Inc. and Pass a Resolution for Mosquito Abatement Services for Wayne Twp

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: April 17, 2014 – Board Workshop

Executive Summary

Attached is a proposed agreement between the Village of Hanover Park and Clarke Environmental Mosquito Management, Inc. for environmental mosquito management in Wayne Township. Wayne Township renegotiated this agreement on behalf of the Village for the Hanover Park area contained within Wayne Township.

Discussion

In past years, the Village has had agreements with Wayne Township to pay 90 percent of the spraying costs in the Wayne Township portion of Hanover Park. The previous contract with Clarke expired at end of season in 2013. This proposal provides for mosquito abatement service for the Wayne Township areas of Bartlett, Carol Stream, Hanover Park, Wayne and Wayne Township. The proposal was broken down by the individual communities. Clarke's proposal was \$28,000 with Hanover Park's portion being \$25,200. Wayne Township accepted the proposal from Clarke Environmental Mosquito Management and awarded them the contract. The contract is for four years at a cost of \$25,200 each year.

Recommended Action

Motion to accept the proposal from Wayne Township for mosquito abatement, pass a resolution to approve the execution of an agreement with Wayne Township for mosquito abatement services, and authorize the Village Manager to execute the agreement with Clarke Mosquito Management, Inc.

Attachments: Resolution
Agreement

Budgeted Item:	<u> X </u> Yes	<u> </u> No
Budgeted Amount:	\$24,910	
Actual Cost:	\$25,200	
Account Number:	001-0630-416-03.35	

RESOLUTION NO. R-14-

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN CLARK ENVIRONMENTAL MOSQUITO MANAGEMENT,
INC., AND THE VILLAGE OF HANOVER PARK FOR MOSQUITO
ABATEMENT SERVICES**

WHEREAS, Wayne Township, located in DuPage County, Illinois, a unit of local government as established under the laws of the State of Illinois and hereinafter referred to as the “Township”; and the Village of Hanover Park located in DuPage County, Illinois, a municipality as established under the laws of the State of Illinois and hereinafter referred to as the “Village”, as units of local government, wish to cooperate in providing mosquito control benefits to the inhabitants of their respective units of local government; and

WHEREAS, in order for both parties to benefit in the economies of large scale mosquito abatement programs Township and Village desire to share the expense of abatement services as Township and Village have done previously together with other municipalities located in the Township; and

WHEREAS, a portion of the Village is located within Wayne Township so that effective mosquito abatement for the each is possible only if the adjoining areas within the other are effectively treated; and

WHEREAS, the contractor who will provide the service to Township and Village, as well as other municipalities located in the Township, is Clark Environmental Mosquito Management, Inc., and it has proposed a four (4) year agreement (2014-2017) for which Village shall pay \$100,800 or \$25,200 per year and Township shall pay \$11,200 or \$2,800 per year in four (4) monthly installments per year, which proposal Village finds to be in the best interest of the Village; now, therefore,

BE IT RESOLVED by the President and Board of Trustees of the Village of Hanover Park, Illinois, that the Village Manager is authorized and directed on behalf of the Village to execute an Agreement between Clark Environmental Mosquito Management, Inc., and the Village for mosquito abatement services in the form attached hereto and made a part hereof as Exhibit “A.”

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

AYES:

NAYS:

ABSENT:

ABSTENTION:

4.m

Approved: _____

Rodney S. Craig
Village President

Attest: _____

Eira Corral, Village Clerk



**Clarke Environmental Mosquito Management, Inc.,
Professional Services Outline for 2014-2017
Village of Hanover Park
Environmental Mosquito Management (EMM) Program**

Part I. General Service

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

Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the Village of Hanover Park representative and inform him of the impending brood arrival.)
- B. Weather Monitoring – Operational Forecasts

Part III. Larval Control

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: Nine (9) inspections
 - 1. Three (3) complete inspections of up to 18 sites as outlined by most recent Clarke GIS Survey.
 - 2. Six (6) targeted inspections of up to 12 breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
 - 3. Inspections of sites called in by residents on the Mosquito Hotline.
- C. Prescription Larval Control will be performed with VectoLex® (*Bacillus sphaericus*), VectoBac® (*Bacillus thuringiensis israelensis* - Bti), Abate®, Natular®, and/or Altosid® mosquito larvicide as described in the following sections.
 - 1. Larval Control: Stocking of 1,500 mosquito fish (*Gambusia affinis*) for biological control.
 - 2. Helicopter Prehatch: Two (2) treatments using a 30 day residual product of 12 acres.
 - 3. Catch Basins:
 - a. One (1) treatment of up to 762 street side catch basins, inlets and manholes using a sustained release insecticide for control of up to 150 days.
 - b. One (1) treatment of up to 762 street side catch basins, inlets and manholes using an extended residual slow release insecticide for control of up to 30 days.



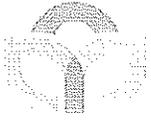
- c. Treatment of up to 10 backyard catch basins using an extended residual slow release insecticide for up to 150 day control.

Part IV. Adult Control

- A. Adulticiding in mosquito harborage areas:
1. Six (6) scheduled truck/ATV Ultra Low Volume (ULV) treatments using a synthetic pyrethroid insecticide for July 4th event or any community special events of up to 1.5 miles.
- B. Adulticiding in Residential Areas:
1. Eight (8) community-wide truck ULV treatments of up to 42.1 miles of streets using Biomist® or synthetic pyrethroid insecticide.
- C. Adulticiding Operational Procedures
1. Notification of community contact.
 2. Weather limit monitoring and compliance.
 3. Notification of residents on Clarke Call Notification List.
 4. ULV particle size evaluation.
 5. Insecticide dosage and quality control analysis.

2014-2017 EMM Payment Total Price for Parts I, II, III, IV **: \$28,000.00

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



**Clarke Environmental Mosquito Management, Inc.,
Client Agreement Authorization for 2014-2017
Village of Hanover Park
Environmental Mosquito Management (EMM) Program**

- I. **Program Payment Plan:** For Parts I, II, III, and IV as specified in the 2014-2017 Professional Services Price Outline, the total for the 2014-2017 program is \$28,000.00. The payments will be due on April 1, May 1, June 1 and July 1, 2014-2017 according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed.

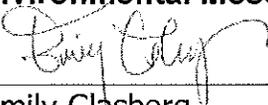
PROGRAM PAYMENT PLAN

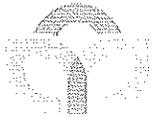
Month	2014 – 2017
April 1	\$6,300.00 / \$700.00
May 1	\$6,300.00 / \$700.00
June 1	\$6,300.00 / \$700.00
July 1	\$6,300.00 / \$700.00
TOTAL	\$25,200.00 / \$2,800.00

For Village of Hanover Park:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name:  Title: Key Accounts Manager Date: 2/4/2014
Emily Glasberg



**2014
COST DISTRIBUTION SCHEUDLE FOR THE
WAYNE TOWNSHIP UNITED EFFORT
MOSQUITO CONTROL PROGRAM**

COMMUNITY	COMMUNITY COST (90%)	WAYNE TOWNSHIP PARTICIPATION	TOTAL COST
Wayne Township		\$59,000.00	\$59,000.00
Village of Bartlett	\$66,600.00	\$7,400.00	\$74,000.00
Village of Carol Stream	\$33,300.00	\$3,700.00	\$37,000.00
Village of Hanover Park	\$25,200.00	\$2,800.00	\$28,000.00
Village of Wayne	\$3,772.80	\$419.20	\$4,192.00
	\$128,872.80	\$73,319.20	\$202,192.00

TERMS OF PAYMENT

Wayne Township will be billed for all work in the unincorporated areas. Invoices will be sent to each individual Community for work completed within their boundaries.

The invoices to each community will show the total amount billed, less its 10% participation from Wayne Township. Copies of all Village invoices will then be sent to Wayne Township for the remittance of their participation to each Community program as set forth in the above Cost Distribution Schedule.



**Clarke Environmental Mosquito Management, Inc.,
Client Authorization for 2014-2017
Village of Hanover Park
Environmental Mosquito Management (EMM) Program**

Administrative Information:

Invoices should be sent to:

Name: _____

Address: _____

City: _____ State: _____ Zip _____

Office Phone: _____ Fax: _____ P.O. # _____

E-mail: _____ County: _____

****In an effort to be more sustainable, we ask that you provide us with an Email address that the invoices should be sent to.****

Treatment Address (if different from above):

County: _____

Address: _____

City: _____ State: _____ Zip _____

Contact Person for Village of Hanover Park:

Name: _____ Title: _____

Office Phone: _____ Fax: _____ E-Mail: _____

Home Phone: _____ Cell: _____ Pager: _____

Alternate Contact Person for Village of Hanover Park:

Name: _____ Title: _____

Office Phone: _____ Fax: _____ E-Mail: _____

Home Phone: _____ Cell: _____ Pager: _____

Please sign and return a copy of the complete contract for our files to:

Clarke Environmental Mosquito Management, Inc., Attn: Emily Glasberg
110 E. Irving Park Rd, 4th Floor, Roselle, IL 60172-9963 or Fax at (630) 894-1774
or email at eglasberg@clarke.com



TO: Village Clerk and Board of Trustees

FROM: Rodney Craig, Village President

SUBJECT: Liquor Ordinance – Beer Gardens

ACTION

REQUESTED: Approval Concurrence Discussion Information

MEETING DATE: April 17, 2014 – Board Workshop

Executive Summary

At the April 5 Village Board meeting, liquor license holder John Holdeman requested that the Board consider changing the hours allowed for liquor to be sold in a beer garden (Class A, AA, AAA, E and G).

Discussion

The current Ordinance for a beer garden license reads as follows:

No alcoholic beverages shall be sold, served or consumed in any beer garden after 12:01 a.m., Monday through Friday, and 1:00 a.m. on Saturday and Sunday.”

The attached draft amended Ordinance (Section 10-7, Paragraph 12-C-5) extends the hours of operation of a beer garden for license holders of a class A, AA, AAA, E and G license to be the same as the Hours of Sale outlined in Section 10-18.

Additionally, it adds language that states no music will be permitted after Midnight in a beer garden.

Recommended Action

Motion to pass an Ordinance amending Section 10-7, Paragraph 12-C-5 “Beer Gardens” for Class A, AA, AAA, E and G Beer Garden Licenses.

Attachments: Draft Ordinance

Budgeted Item:	<input type="checkbox"/> Yes	<input type="checkbox"/> No N/A
Budgeted Amount:	\$	
Actual Cost:	\$	
Account Number:		

ORDINANCE NO. O-14-

WHEREAS, the Village of Hanover Park is a home rule unit by virtue of the provisions of the 1970 Constitution of the State of Illinois and may exercise and perform any function pertaining to its government and affairs including adoption of this Ordinance; now, therefore,

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

SECTION 1: That subparagraph 5. and 11. of c. of (12) Beer gardens of Section 10-7 of Chapter 10 of the Municipal Code of Hanover Park, as amended, be and is hereby amended by modifying said subparagraph 5. and 11. to read as follows:

Sec. 10-7. - Classification of licenses.

* * * * *

(12) *Beer gardens.*

* * * * *

c. No beer garden shall be permitted or operated except in conformity with the following regulations:

* * * * *

5. Alcoholic beverages shall be sold, served or consumed in the beer garden only in conformance with the hours limitation for the respective Class A, AA, AAA, E, or G license held by the beer garden licensee.

* * * * *

11. No live music shall be permitted without a live entertainment license; and no music shall be performed, played or provided between Midnight and 11:00 a.m. of the following day of any day of the week.

* * * * *

SECTION 2: That each section, paragraph, sentence, clause and provision of this Ordinance is separable and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance nor any part thereof, other than the part affected by such decision.

