



# Village of Hanover Park Administration

Municipal Building  
2121 Lake Street  
Hanover Park, IL 60133-4398

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**PRESIDENT**  
RODNEY S. CRAIG

**VILLAGE CLERK**  
EIRA CORRAL

**TRUSTEES**  
WILLIAM CANNON  
JAMES KEMPER  
JENNI KONSTANZER  
JON KUNKEL  
RICK ROBERTS  
EDWARD J. ZIMEL, JR.

**VILLAGE MANAGER**  
JULIANA A. MALLER

## VILLAGE OF HANOVER PARK

### VILLAGE BOARD REGULAR MEETING

Municipal Building: 2121 Lake Street, Hanover Park, IL 60133

Thursday, March 20, 2014  
7:30 p.m.

### AGENDA

1. **CALL TO ORDER – ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **ACCEPTANCE OF AGENDA**
4. **PUBLIC HEARING**

Public Hearing on Village's tentative May 1, 2014 through December 31, 2014 Annual Budget.

- a. Motion to open Public Hearing on Village's tentative Fiscal Year 2014B Annual Budget.
- b. Explanation by the Village Manager and/or Budget Officer of the reasons for the budget and any proposed increase or decrease or additional or deleted programs.
- c. Persons desiring to be heard with opportunity to present testimony and examine witness.
- d. Motion to Close Public Hearing.

4. **PRESENTATIONS**

5. **TOWNHALL SESSION**

Persons wishing to address the public body must register prior to Call to Order. Please note that public comment is limited to 5 minutes.

## 6. VILLAGE PRESIDENT REPORT – RODNEY S. CRAIG

### Consent Agenda - Omnibus Vote

Illinois law permits municipalities to adopt by one single unanimous roll-call vote of the Board of Trustees and the Village President a group of designated ordinances, orders resolutions, or motions placed together for voting purposes in a single group. This Omnibus Vote may be made following the following sample motion: *"I move to approve by omnibus vote items in the Consent Agenda."*

All items marked with (C.A.) are considered routine and thus are considered to be on the Consent Agenda. Following the motion's second, a brief discussion may be held about any designated item. If lengthier discussion or debate is needed, any Trustee or the Village President may request any item to be removed from the motion and those items will be considered during the regular course of the meeting as they appear on the agenda.

All matters listed under Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion in the form listed below. There will be no further discussion of these items. If discussion is desired, that item will be removed from Consent Agenda and will be considered separately.

- 6-A.1 Move to pass an Ordinance Amending Article X. Electric Utility Tax of Chapter 94 of the Municipal Code of the Village of Hanover Park, As Amended, Increasing the Village's Electric Utility Tax.
- 6-A.2 Motion to pass an Ordinance Adopting the Fiscal Year 2014B Budget in Lieu of Passage of an Appropriations Ordinance.
- 6-A.3 Move to pass an Ordinance authorizing a lease in the Hanover Square Shopping Center to Elgin Community College.
- 6-A.4 Move to pass a Resolution authorizing an Intergovernmental Agreement between Community College District 509 (Elgin Community College), Community College District 512 (William Raney Harper College), the Chicago Cook Workforce Partnership and the Village of Hanover Park.
- 6-A.5 Move to direct Staff to initiate the special use process for a college use in the B-2 Local Business District in the Hanover Square Shopping Center at 6704 Barrington Road.
- 6-A.6 Move to pass an Ordinance approving a special use for a non-village-owned utility on the property at 1700 Greenbrook Boulevard, Hanover Park, Illinois.
- 6-A.7 Move to pass an Ordinance approving a variance from the maximum height of an antenna for the construction of a New Cingular Wireless PCS cellular facility at 1700 Greenbrook Boulevard, Seafari Springs Aquatic Center.

**6-A.8** Motion to pass an ordinance amending the Municipal Code of the Village of Hanover Park, Illinois, by regulating alternative nicotine products (e-Cigarettes).

**6-A.9** Approve warrant SWS223 in the amount of \$1,015,785.95

**6-A.10** Approve warrant SW664 in the amount of \$1,398,296.56

**7. VILLAGE MANAGER'S REPORT – JULIANA MALLER**  
No Report Scheduled

**8. VILLAGE CLERK'S REPORT – EIRA L. CORRAL**  
No Report Scheduled

**9. CORPORATION COUNSEL'S REPORT – BERNARD Z. PAUL**  
No Report Scheduled

**10. VILLAGE TRUSTEES REPORTS**

**10.A JAMES KEMPER**  
No Report Scheduled

**10-B. JON KUNKEL**  
No Report Scheduled

**10-C. BILL CANNON**  
No Report Scheduled

**10-D. RICK ROBERTS**  
No Report Scheduled

**10-E. JENNI KONSTANZER**  
No Report Scheduled

**10-F. EDWARD J. ZIMEL, JR.**  
No Report Scheduled

**11. ADJOURNMENT**



**TO:** Village President and Board of Trustees

**FROM:** Juliana Maller, Village Manager  
Rebekah Flakus, Finance Director

**SUBJECT:** Approve Ordinance Amending Article X. Electric Utility Tax of Chapter 94 of the Municipal Code of the Village of Hanover Park, As Amended, Increasing the Village’s Electric Utility Tax

**ACTION**

**REQUESTED:**  Approval  Concurrence  Discussion  Information

**RECOMMENDED FOR CONSENT AGENDA:**  Yes  No

**MEETING DATE:** March 20, 2014

**Executive Summary**

Pass an Ordinance Amending Article X. Electric Utility Tax of Chapter 94 of the Municipal Code of the Village of Hanover Park, As Amended, Increasing the Village’s Electric Utility Tax.

**Discussion**

At the January 27, 2014 Finance Committee Meeting, Staff presented a draft budget, including the Fiscal Year 2014 projections, Fiscal Year 2014B budget estimates and Calendar Year 2015 budget estimates. The Calendar Year 2015 Budget projections, at a high level view, are showing a deficit of over \$600,000 even after projections of a 4.99% property tax increase. Staff’s concern is the large deficit still needs another revenue source if the Village wishes to keep the same levels of service.

Staff presented the Finance Committee with the option of increasing the Village’s Electric Utility Tax. The Village’s current Electric Utility Tax is significantly less than the amount allowed by the State of Illinois. The tax rates are about one-third of what the Village is able to charge. Currently, the Village is one of the lowest of the communities that have an electric utility tax.

The projected additional revenues the Village would receive, if increased to the maximum allowed, will allow the Village to help offset the deficit to balance the Calendar Year 2015 General Fund Budget and to incorporate visions of the strategic plan. The Strategic Plan discussions included creating an Information Technology Fund, increasing the funding for Capital Projects and Central Equipment Funds and beginning to have General Fund Revenues provide additional funding to the Road & Bridge Fund. These uses are recommended if the Board approves proceeding with increasing the Electric Utility Tax.

The Finance Committee requested additional information from ComEd, including the effect on the average residential and average commercial account, and if it is possible to have different rate structures for the different customer types.

Staff reached out to ComEd for answers to the Committee's requests. Setting different rate structures cannot be done for different customer types. The increases and rates are set by tiers of usage and would apply to all customer types. A typical single family home averages approximately 750 kWh per month. Using the 750 kWh per month and the maximum tax rate of \$0.00628, the average monthly municipal tax billed to a single family home residential customer would be \$4.71/month. This includes a 3% administrative fee that ComEd collects for administering and collecting the tax. The revenue received to the Village would be \$4.58/month. The current revenue received at 750 kWh is \$1.89/month, an increase of \$2.69/month.

Finance Director Flakus sent the drafted ordinance to ComEd on Friday, March 7<sup>th</sup> for review.

The Village Board reviewed this at the Workshop of February 20, 2014 and recommended it be placed on a future Board agenda for approval.

**Recommended Action**

Move to pass an Ordinance Amending Article X. Electric Utility Tax of Chapter 94 of the Municipal Code of the Village of Hanover Park, As Amended, Increasing the Village's Electric Utility Tax.

**Attachments:** Ordinance Amending Article X. Electric Utility Tax of Chapter 94 of the Municipal Code of the Village of Hanover Park, As Amended, Increasing the Village's Electric Utility Tax

<b>Budgeted Item:</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	N/A
<b>Budgeted Amount:</b>	\$		
<b>Actual Cost:</b>	\$		
<b>Account Number:</b>			

**ORDINANCE NO. O-14-**

**AN ORDINANCE AMENDING ARTICLE X. ELECTRIC UTILITY TAX OF CHAPTER 94 OF THE MUNICIPAL CODE OF THE VILLAGE OF HANOVER PARK , AS AMENDED, INCREASING THE VILLAGE’S ELECTRIC UTILITY TAX**

**WHEREAS**, the Village of Hanover Park (the “Village”) is a home-rule municipality in accordance with the Constitution of the State of Illinois of 1970; and

**WHEREAS**, the Village has the authority to impose taxes, adopt ordinances, and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety, and welfare of its citizens; and

**WHEREAS**, in addition to the Village’s power as a home-rule municipality, this Ordinance is adopted pursuant to Section 8-11-2 of the Illinois Municipal Code (65 ILCS 5/8-11-2); and

**WHEREAS**, the tax imposed under this Ordinance will increase the Village’s existing municipal electric utility tax with respect to use of electricity under Article X. Electric Utility Tax of Chapter 94, of the Municipal Code of the Village of Hanover Park, as amended; 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 Article X. of Chapter 94 of the Municipal Code of the Village of Hanover Park, as amended, is hereby amended by increasing the Electric Utility Tax so as to read as follows:

**ARTICLE X. ELECTRIC UTILITY TAX**

**Sec. 94-271. Definitions.**

The following words, terms and phrases when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Person* means any natural individual, firm, trust, estate, partnership, association, joint stock company, joint venture, corporation, limited liability company, municipal corporation, and state of or any political subdivision thereof, or a receiver, trustee, conservator, or other representative appointed by order of any court or by operation of law.

*Person maintaining a place of business in this state* means any person having or maintaining within the state, directly or by a subsidiary or other affiliate, an office, generation facility, distribution facility, transmission facility, sales office, or other place of business, or any employee, agent, or other representative operating within the state under the authority of the person or its subsidiary or other affiliate, irrespective of whether such place of business or agent or other representative is located in the state permanently or temporarily, or whether such person, subsidiary, or other affiliate is licensed or qualified to do business in this state.

*Purchase at retail* means any acquisition of electricity by a purchaser for purposes of use or consumption, or not for resale, but shall not include the use of electricity by a public utility as defined in section 8-11-2 of the Illinois Municipal Code (65 ILCS 5/8-11-2) directly in the generation, production, transmission, delivery, or sale of electricity.

*Purchaser* means any person who uses or consumes, within the corporate limits of the village electricity acquired in a purchase at retail.

*Tax collector* means the person delivering electricity to the purchaser.

#### **Sec. 94-272. Electric Utility Tax Imposed.**

- (a) Pursuant to section 8-11-2 of the Illinois Municipal Code (65 ILCS 5/8-11-2) and any other applicable authority, a tax is imposed upon the privilege of using or consuming electricity acquired in a purchase at retail and used or consumed within the corporate limits of the village at the following rates, calculated on a monthly basis for each purchaser:
- (1) For the first 2,000 kilowatt-hours used or consumed in a month:  
0.61 cents per kilowatt-hour;
  - (2) For the next 48,000 kilowatt-hours used or consumed in a month:  
0.40 cents per kilowatt-hour;
  - (3) For the next 50,000 kilowatt-hours used or consumed in a month:  
0.36 cents per kilowatt-hour;
  - (4) For the next 400,000 kilowatt-hours used or consumed in a month:  
0.35 cents per kilowatt-hour;
  - (5) For the next 500,000 kilowatt-hours used or consumed in a month:  
0.34 cents per kilowatt-hour;

- (6) For the next 2,000,000 kilowatt-hours used or consumed in a month: 0.32 cents per kilowatt-hour.
  - (7) For the next 2,000,000 kilowatt-hours used or consumed in a month: 0.315 cents per kilowatt-hour.
  - (8) For the next 5,000,000 kilowatt-hours used or consumed in a month: 0.31 cents per kilowatt-hour.
  - (9) For the next 10,000,000 kilowatt-hours used or consumed in a month: 0.305 cents per kilowatt-hour.
  - (10) For all electricity used or consumed in excess of 20,000,000 kilowatt-hours in a month: 0.30 cents per kilowatt-hour.
- (b) The tax imposed in subsection (a) of this section is in addition to all taxes, fees, and other revenue measures imposed by the village, the United States of America, the state, or any other political subdivision of the state.
  - (c) Notwithstanding any other provision of this article, the tax provided for herein shall not be imposed if and to the extent that the imposition or collection of the tax would violate the constitution or laws of the United States of America, or the constitution of the state.
  - (d) The tax provided for in subsection (a) of this section shall be imposed with respect to the use or consumption of electricity by residential customers and by nonresidential customers beginning with the first bill issued to such customers on or after June 1, 2014.

**Sec. 94-273. Collection of Electric Utility Tax.**

- (a) Subject to the provisions of [section 94-275](#) concerning the delivery of electricity to resellers, the tax imposed under [section 94-272](#) shall be collected from purchasers by the person maintaining a place of business in the state who delivers the electricity to such purchasers. This tax shall constitute a debt of the purchaser to the person who delivers the electricity to the purchaser and is recoverable at the same time and in the same manner as the original charge for delivering the electricity.
- (b) Any tax required to be collected by this article, and any tax in fact collected, shall constitute a debt due and owing to the village by the person delivering the electricity, provided that the person delivering the electricity

shall be allowed credit for such tax related to deliveries of electricity the charges for which are written off as uncollectible after reasonable collection efforts have been made, and provided further, that if such charges are thereafter collected, the person delivering the electricity shall be obligated to remit such tax to the village.

- (c) Persons delivering electricity shall collect the tax from the purchaser by adding such tax to the gross charge for delivering the electricity. Persons delivering electricity shall also be authorized to add to such gross charge an amount equal to three percent of the tax they collect to reimburse them for their expenses incurred in keeping records, billing customers, preparing and filing returns, remitting the tax, and supplying data to the village upon request. For purposes of this article, any partial payment of a billed amount not specifically identified by the purchaser shall be deemed to be for the delivery of electricity.

**Sec. 94-274. Tax Remittance and Return.**

- (a) Every tax collector shall, on a monthly basis, file a return in a form prescribed by the village's finance director. The return and the accompanying remittance shall be due on or before the last day of the month following the month during which the tax is collected or is required to be collected under this article.
- (b) If the person delivering electricity fails to collect the tax from the purchaser or is excused from collecting the tax under this article, then the purchaser shall file a return in a form prescribed by the finance director and pay the tax directly to the village on or before the last day of the month during which the electricity is used or consumed.

**Sec. 94-275. Resales of Electricity.**

- (a) Every tax collector shall, on a monthly basis, file a return in a form prescribed by the village's finance director. The return and the accompanying remittance shall be due on or before the last day of the month following the month during which the tax is collected or is required to be collected under this article.
- (b) If the person delivering electricity fails to collect the tax from the purchaser or is excused from collecting the tax under this article, then the purchaser shall file a return in a form prescribed by the finance director

and pay the tax directly to the village on or before the last day of the month during which the electricity is used or consumed.

**Sec. 94-276. Books and Records.**

Every tax collector, and every taxpayer required to pay the tax imposed by this article, shall keep accurate books and records of its business or activity, including contemporaneous books and records denoting the transactions that gave rise, or may have given rise, to any tax liability under this Article. These books and records shall be subject to and available for inspection by the village at all times during business hours of the day.

**SECTION 2:** Transition Schedule. That notwithstanding anything to the contrary mentioned in this Ordinance, the above rates shall commence with all bills issued on or after June 1, 2014. Prior to those bills being issued, bills issued shall be at the rates heretofore existing.

**SECTION 3:** 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.

**SECTION 4:** That except as to the amendments heretofore mentioned, all chapters and section of the Municipal Code of the Village of Hanover Park, as amended, shall remain in full force and effect.

**SECTION 5:** Any person, firm, or corporation violating any provision of this Ordinance shall be fined not less than two hundred (\$200.00) dollars nor more than seven hundred and fifty (\$750.00) dollars, and each day a violation continues shall be considered a separate violation.

**SECTION 6:** That this Ordinance shall, by authority of the Village Board of the Village of Hanover Park, be published in pamphlet form. From and after ten days after said publication, this Ordinance shall be in full force and effect.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

Approved: \_\_\_\_\_  
Rodney S. Craig  
Village President

ATTESTED, filed in my office, and published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Eira Corral, Village Clerk



**TO:** Village President and Board of Trustees

**FROM:** Juliana Maller, Village Manager  
Rebekah Flakus, Finance Director

**SUBJECT:** Ordinance Adopting the Fiscal Year 2014B Budget in Lieu of Passage of an Appropriations Ordinance

**ACTION**

**REQUESTED:**  Approval  Concurrence  Discussion  Information

**MEETING DATE:** March 20, 2014

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**Executive Summary**

Approve Ordinance Adopting the Fiscal Year 2014B Budget in Lieu of Passage of an Appropriations Ordinance

**Discussion**

The Fiscal Year 2014B Proposed Budget incorporates the revisions the Village Board requested at the February 6, 2014, February 20, 2014 and March 6, 2014 Village Board Workshops.

The Budget is for an eight month Fiscal Year. Because of this, almost all revenues and expenditures are significantly less than the 2013-2014 Fiscal Year Budget. Total Fiscal Year 2014B Budgeted Revenues total \$42,299,952 and Expenditures total \$42,329,511.

Fiscal Year 2014B will not be using any reserves to balance the General Fund. Total General Fund Proposed Fiscal Year 2014B Revenues are \$21,363,923. Expenditures for the General Fund Fiscal Year 2014B Budget equal \$21,335,936. Overall, the General Fund Budget shows a surplus of \$27,987 that will be added to the fund balance reserves to assist in future budgets, if needed.

The Water & Sewer Fund Budgeted Revenues are \$8,463,214 for Fiscal Year 2014B. Budgeted expenditures for the Water & Sewer Fund total \$9,331,214. An increase in capital projects, vehicle maintenance and JAWA fixed costs are included in the budget, but the shortened Fiscal Year kept the total expenditures under the previous year's Budget.

A Public Notice was posted on March 6, 2014 (copy attached) and a Public Hearing was held on March 20, 2014.

**Recommended Action**

Motion to pass an Ordinance Adopting the Fiscal Year 2014B Budget in Lieu of Passage of an Appropriations Ordinance.

**Attachments:** Ordinance  
Public Notice

<b>Budgeted Item:</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No	N/A
<b>Budgeted Amount:</b>	\$		
<b>Actual Cost:</b>	\$		
<b>Account Number:</b>			

**ORDINANCE NO. O-14-**

**AN ORDINANCE ADOPTING THE FISCAL YEAR 2014B BUDGET  
IN LIEU OF PASSAGE OF AN APPROPRIATION ORDINANCE**

**WHEREAS**, the President and Board of Trustees of the Village of Hanover Park have provided for the preparation and adoption of an Annual Budget in lieu of passage of an Appropriation Ordinance for the fiscal year ending December 31, 2014; and

**WHEREAS**, a tentative Annual Budget has been prepared, notice given, and a tentative Annual Budget made available for public inspection for at least ten days prior to its adoption; and

**WHEREAS**, the President and Board of Trustees of the Village of Hanover Park, Illinois, have examined said Annual Budget and held a public hearing where all persons appearing were heard concerning said Annual Budget.

**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 the Annual Budget for Fiscal Year May 1, 2014 through December 31, 2014, heretofore prepared by the Budget Officer, placed on file as required by the Illinois Compiled Statutes and Article I, Chapter 94 of the Municipal Code of Hanover Park is hereby adopted in lieu of the passage of an Appropriation Ordinance for the fiscal year ending December 31, 2014, as attached hereto and made a part hereof by reference as Exhibit A.

**SECTION 2:** That the Budget Officer is hereby authorized and directed to cause to be prepared in a bound copy of the 2014B Annual Budget.

**SECTION 3:** A certified copy of this Ordinance with the budget attached and the estimate of anticipated revenues certified by the Finance Director shall be filed with the

County Clerks of Cook and DuPage Counties within 30 days of the adoption of this Ordinance.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage and approval in the manner and form required by law.

Passed by the President and Board of Trustees at a regular meeting held on the \_\_\_\_ day of March, 2014, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

APPROVED by me this \_\_\_\_ day of March, 2014

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Rodney S. Craig  
Village President

ATTESTED, filed in my office this \_\_\_\_ day of March, 2014

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Village Clerk

**NOTICE OF PUBLIC HEARING ON VILLAGE OF HANOVER PARK TENTATIVE ANNUAL BUDGET FOR FISCAL YEAR MAY 1, 2014 THROUGH DECEMBER 31, 2014**

All interested persons are hereby notified that by directive of the Village Board of the Village of Hanover Park, the tentative annual budget for the Fiscal Year beginning May 1, 2014 and ending December 31, 2014 for the Village of Hanover Park is available for public inspection commencing on Wednesday, March 5, 2014, at the office of the Village Clerk of the Village of Hanover Park at the Hanover Park Village Hall, 2121 Lake Street, Hanover Park, Illinois from 8:00 a.m. to 4:30 p.m., Monday through Friday, except Thursday, when it will be available from 8:00 a.m. to 7:30 p.m.

A Public Hearing on said tentative Annual Budget will be held at the Regular Village Board Meeting on Thursday, March 20, 2014, at 7:30 p.m., at the Municipal Building, Village Board Room 214, 2121 Lake Street, Hanover Park, Illinois. All interested persons may appear and participate in said hearing. The tentative budget may be further revised and passed without any further notice or hearing.

BY EIRA CORRAL, VILLAGE CLERK, VILLAGE OF HANOVER PARK, ILLINOIS  
Published in Daily Herald March 6, 2014 (4366987)

**CERTIFICATE OF PUBLICATION**

**Paddock Publications, Inc.**

**Daily Herald**

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Addison, Algonquin, Antioch, Arlington Heights, Barrington, Barrington Hills, Bartlett, Batavia, Bensenville, Bloomingdale, Buffalo Grove, Burlington, Campton Hills, Carol Stream, Carpentersville, Cary, Deer Park, Des Plaines, East Dundee, Elburn, Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Geneva, Gilberts, Glen Ellyn, Glendale Heights, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Hoffman Estates, Huntley, Inverness, Island Lake, Itasca, Keeneyville, Kildeer, Lake Barrington, Lake Villa, Lake in the Hills, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Lisle, Lombard, Long Grove, Medinah, Mt. Prospect, Mundelein, Naperville, North Aurora, North Barrington, Oakbrook, Oakbrook Terrace, Palatine, Prospect Heights, Rolling Meadows, Roselle, Schaumburg, Sleepy Hollow, South Barrington, South Elgin, St. Charles, Streamwood, Tower Lakes, Vernon Hills, Villa Park, Volo, Warrenville, Wauconda, Wayne, West Chicago, West Dundee, Wheaton, Wheeling, Wildwood, Winfield, Wood Dale, Round Lake Park, Pingree Grove County(ies) of Cook, DuPage, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 7150, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published March 6, 2014 in said **DAILY HERALD**.

IN WITNESS WHEREOF, the undersigned, the said **PADDOCK PUBLICATIONS, Inc.**, has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

**PADDOCK PUBLICATIONS, INC.**  
**DAILY HERALD NEWSPAPERS**

BY *Doula Baltz*  
Authorized Agent

Control # 4366987



**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 Education and Work Center – Lease and IGA

**ACTION**

**REQUESTED:**  Approval  Concurrence  Discussion  Information

**RECOMMENDED FOR CONSENT AGENDA:**  Yes  No

**MEETING DATE:** March 20, 2014

**Executive Summary**

Approve lease and intergovernmental agreement (IGA) for an Education and Work Center in the Hanover Square Shopping Center.

**Background**

For the past several years, Village leadership and staff have been working collaboratively with representatives of Elgin Community College, Harper College, and the Chicago Cook Workforce Partnership (workNet) to develop a consolidated community college and employment services extension site in the Hanover Square Shopping Center. The site will be called the Education and Work Center and will offer adult basic and secondary education services, English as a Second Language instruction, unemployment services, and educational planning assistance to residents in the area.

**Discussion**

The center will be approximately 10,900 square feet in a ‘T-shaped’ area and include 5 classrooms, 1 workNet room, administrative area including 3 offices, restrooms, a large common area, and associated storage and equipment areas. The center will be located in space 6704 (former Acapulco Banquets) directly to the south (left) of the existing Barber and State Farm tenants. Two additional tenant spaces, approximately 1,500 and 1,800 square feet in size, are to be constructed to the south of the center as well. See Exhibit 1.

**Lease**

A final lease has been drafted for the space based upon the center’s business plan and a letter of intent developed by the group and shared with the Village Board. The lease is based upon the Village’s standard lease for Hanover Square, with changes made for the type of use and the public sector educational tenant. The lease will be held with Elgin Community College, as the center is located within their jurisdictional area.

Major lease terms are as outlined below:

- Term: 3 years, beginning June 1, 2014 (or completion of landlord buildout)
- Rent: \$12/square foot gross (including CAM & taxes), or \$120,000 per year
- Buildout: To be performed by landlord, educational equipment provided by tenant
- Maintenance: Landlord to maintain capital equipment (HVAC, roof, certain electrical)  
Tenant to maintain equipment within lease area (plumbing, floors, etc)
- Parking: Tenant is to have free use of parking lot, landlord is to obtain approval when parking is altered in a way that substantially impacts the tenant

See Exhibit 2 for an outline of the scope of work to be performed by the landlord (Village) and tenants (colleges) and Exhibit 3 for the full lease.

### Intergovernmental Agreement

Additionally, a final intergovernmental agreement (IGA) has been drafted for the operation of the center. The agreement will be between Elgin Community College, Harper College, the Chicago Cook Workforce Partnership (workNet), and the Village of Hanover Park. The IGA mainly addresses the way in which the colleges and workNet will work together and operate the center. Article III includes provisions related to the Village. It references the lease and states that the Village will promote classes and other offerings at the center through existing means, such as eNews, Hi-Lighter, and posting of flyers. It also provides that the Village will provide a visible police presence and traffic control when necessary. See Exhibit 4 for the full IGA.

### Construction Costs

During this time, Staff has also worked with the center's construction manager, Innovative Construction Solutions, and architect, Soos Associates, to estimate costs and timeline for the landlord work associated with the project. Per the terms of the lease, the landlord will perform the base 'white box' improvements to the space (basic equipment, floors, and walls, restrooms), as well as tenant-specific improvements to the space (rooms, floor and wall finishes, additional plumbing, and wiring). The tenant will install their furniture and equipment.

PRELIMINARY estimates of costs are:\*

- White Box Buildout: \$437,000
- Tenant Buildout: \$278,000
- Total: \$715,000

\* Preliminary estimates include a 10% contingency. Sufficient TIF 3 funds for white box buildout have been allocated in the FY14 & FY14B Budgets.

Final cost estimates will be developed following the completion of architectural drawings. Architectural drawings, which will cost approximately \$25,000, may be prepared under the current work authorization for the center. A separate work authorization for construction of the space will then be presented to the Board for review and approval.

### Approval Process

Following approval of the lease and intergovernmental agreement, a special use application will be processed for a consolidated community college and employment services extension site at the location. A special use permit is required for a college use in the B-2 district. As

the Village is the owner of the property, Staff will manage this application and present it to the Development Commission at their April meeting and the Village Board in May. This process may run concurrently with plan preparation.

The timeline for the project going forward is:

- Elgin CC Board lease & IGA approval: March 11, 2014
- Hanover Park lease & IGA approval: March 20, 2014
- Special Use review and approval: March – May, 2014
- Architectural Design/Plan Prep: March – April 2014 (4 weeks)
- Bid & Plan Review (concurrent): April – May 2014 (4 weeks)
- Buildout: May – July 2014 (7 weeks)
- Tenant Occupancy: July 2014
- Fall Classes Begin: August 2014

\*\* Note that construction timeline is being finalized and additional information will be presented at an upcoming meeting.

Staff finds the proposed tenant to be a good use for the center and the Village. The center will serve the need for adult secondary education and employment services in the area through a creative collaboration of area colleges. While a large upfront cost is required from the Village as center owner, the tenant will bring many benefits to the center such as increased traffic and customers for adjacent businesses. The location of an educational use in the area will also further the goals of the Village Center plan to center community services in the center of the Village in an area accessible by road and transit.

The Village Board reviewed the Lease, Intergovernmental Agreement and Special Use Process at the Board Workshop of March 6, 2014, and recommend they be placed on the March 20<sup>th</sup> agenda for Board approval.

**Recommendation**

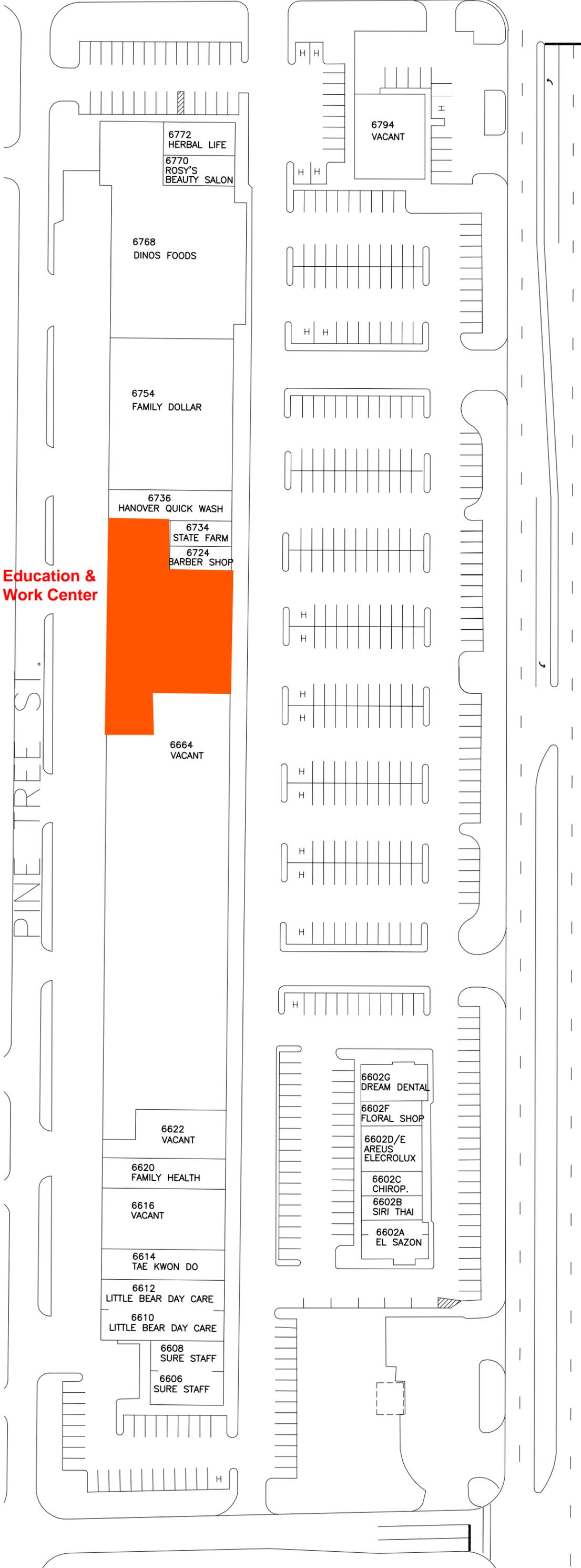
1. Move to pass an Ordinance authorizing a lease in the Hanover Square Shopping Center to Elgin Community College.
2. Move to pass a Resolution authorizing an Intergovernmental Agreement between Community College District 509 (Elgin Community College), Community College District 512 (William Raney Harper College), the Chicago Cook Workforce Partnership and the Village of Hanover Park.
3. Move to direct Staff to initiate the special use process for a college use in the B-2 Local Business District in the Hanover Square Shopping Center at 6704 Barrington Road.

**Attachments**

- Exhibit 1 – Floorplan & Location Map
- Exhibit 2 – Scope of Work
- Exhibit 3 – Lease
- Exhibit 4 – Intergovernmental Agreement
- Exhibit 5 – Ordinance authorizing a lease
- Exhibit 6 – Resolution authorizing an Intergovernmental Agreement

<b>Budgeted Item:</b>	<u>  X  </u> Yes	<u>    </u> No
<b>Budgeted Amount:</b>	\$ 1,000,000	
<b>Actual Cost:</b>	\$ 715,000	
<b>Account Number:</b>	33-0000-465-13.21 (TIF 3 Capital Outlay)	

WALNUT AVE.



Education & Work Center

BARRINGTON RD.

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ILLINOIS DESIGN FIRM # 184003287

Client  
**ICS**  
 21675 Gateway Road  
 Brookfield, WI 53045

Project  
**WORKFORCE**  
 HANOVER SQUARE  
 6704 BARRINGTON ROAD  
 HANOVER PARK, IL 60133

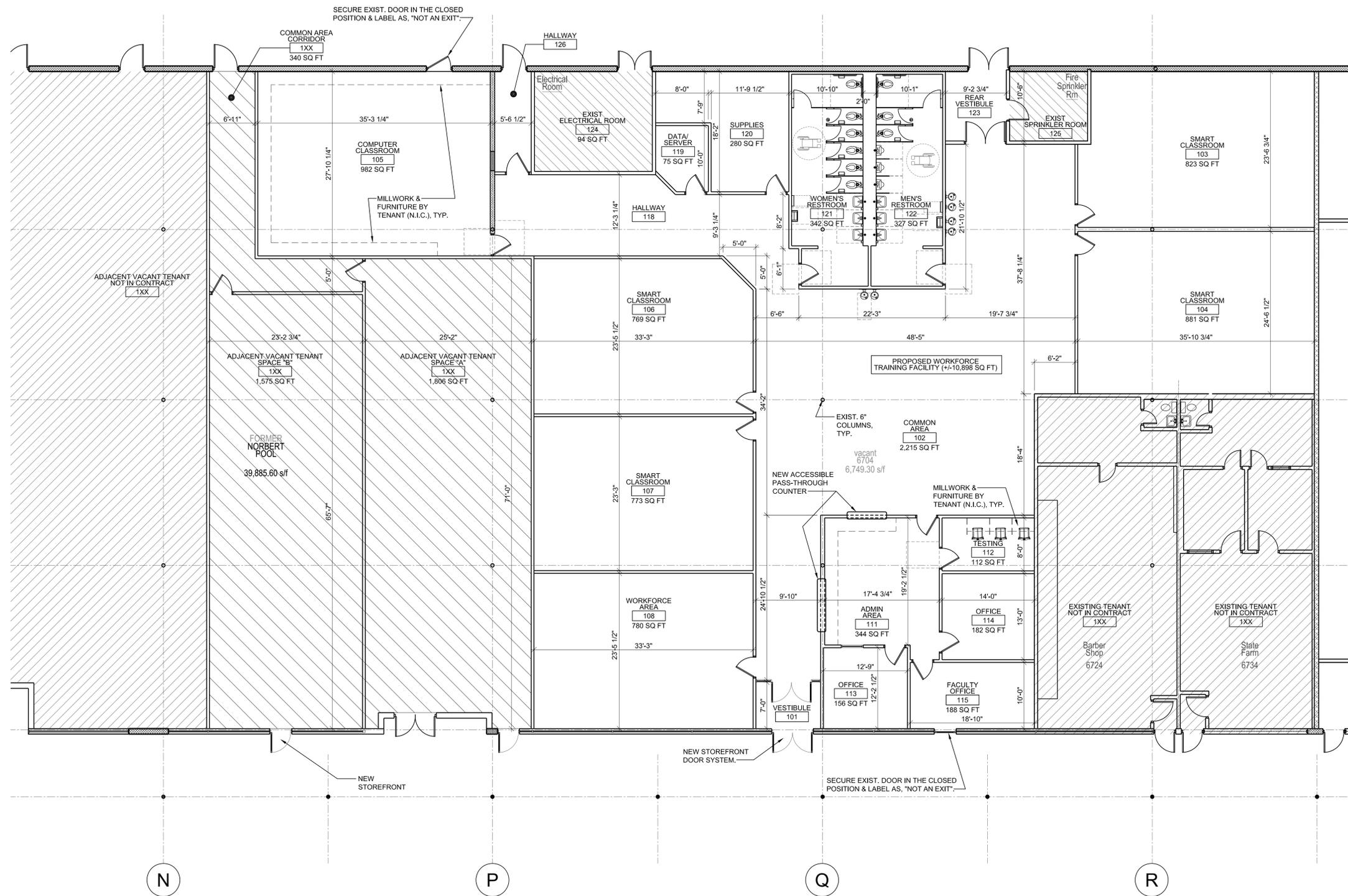
Consultant

No.	Issue	Date
	MULTIPLE RESTROOM UPDATES	03-04-2014
	PLAN UPDATES	02-24-2014
	PLAN UPDATES, PER VILLAGE	01-17-2014
	UPDATE STOREFRONT LAYOUT	07-12-2013
	CLIENT REVIEW	05-30-2013
	CLIENT REVIEW	05-01-2013
	CLIENT REVIEW	04-22-2013

Seal  
**PRELIMINARY DRAWINGS**  
 Date FEBRUARY 15, 2013  
 Job Number 13 SA 020  
 Drawn  
 Checked  
 Approved  
 Title

**PRELIMINARY FLOOR PLAN**

Sheet  
**A210-FP8**



**1 PARTIAL FLOOR PLAN**  
 1/8" = 1'-0"

**Education and Work Center**  
**Hanover Square Shopping Center**  
Exhibit 5 - Data & Power Requirements  
January 13, 2014

**102**

- Double data in ceiling (no box)
- ¼" water line stubbed from wall adjacent to toilet room for coffee machine
- 3 x duplex outlets for vending machines

**103, 104, 106, and 107**

- 1 x Double data for podium
- 1 x Quad box for podium A/V signaling
- 1 x Quad power for podium
- 1 x Double data in ceiling for projector (no box)
- 1 x Quad power in ceiling for projector

**105**

- Wire mold on three walls for U-shaped lay-out to accommodate 25 computers
- 1 x Double data for podium
- 1 x Quad box for podium A/V signaling
- 1 x Quad power for podium
- 1 x Double data in ceiling for projector (no box)
- 1 x Quad power in ceiling for projector

**108**

- Wire mold to accommodate 16 computers and two other work stations (staff & ADA)
- Duplex outlet every 3' on center for walls that do not receive wire mold
- 3 x phone
- 1 x fax

**111**

- 4 x Double data for work stations
- 4 x Quad power for work stations
- 1 x Double data for copy machine
- 1 x Duplex power for copy machine

**112**

- 2 x Quad data
- 2 x Quad power

**113**

- 1 x Double data
- 1 x Quad power

**114**

- 2 x Double data
- 2 x Quad power

**115**

- 3 x Double data
- 2 x Quad data

**118**

- 1 x phone

**119 (Data Closet)**

- 1 x 220V/30amp circuit
- 2 x Quad power

**120**

- 1 x Double data

**General Note**

- Landlord will supply conduit and boxes in wall only with any data/phone/security/etc. cabling, terminations, etc. by Tenant
- Cabling installed by Tenant above ceiling in plenum will be run open air with no conduit supplied by Landlord
- In addition to specific power requirements above, supplemental duplex outlets will be installed per code in walls

## LEASE FOR RETAIL SPACE

THIS LEASE, dated for reference purposes only, \_\_\_\_\_, 2014, by and between the VILLAGE OF HANOVER PARK, Owner, by SCHERMERHORN COMMERCIAL REAL ESTATE, LLC., As its Agent for Hanover Square, and not individually, (“Landlord”), and Elgin Community College District 509 (individually and collectively “Tenant”).

**ARTICLE 1. REFERENCE PROVISIONS.** Reference provisions in this Article 1 serve only as an outline of key terms of this Lease. In the event of any conflict between these reference provisions and provisions of any other Articles of this Lease, the latter provisions shall control.

- a) **Term [see Article 3]:** The Lease Term shall be for a period of three (3) years. Tenancy (term) shall commence on the later of the 1st day of June 2014 or the date on which the Tenant is given possession and ending May 31, 2017.
- b) **Leased Premises [see Article 2]:** Approx. 10,000 square feet in the Hanover Square Shopping Center at 6704 Barrington Road in Hanover Park, Illinois

### LEGAL DESCRIPTION (See Exhibit 1)

- c) **Minimum Annual Rent [see Article 4(a)]:**  
**Year 1:** \$120,000 - payable in equal monthly installments of \$10,000 per month  
**Year 2:** \$120,000 - payable in equal monthly installments of \$10,000 per month  
**Year 3:** \$120,000 - payable in equal monthly installments of \$10,000 per month

The first installment of \$10,000 is due on the later of the 1st day of June 2014 or the date on which the Tenant is given possession, and on each succeeding 1st day of each succeeding month during the term of the lease. Occupancy is currently scheduled for June 1, 2014.

- d) **Use [see Article 10]:** Tenant’s primary business will be the operation of a Community College and WorkNet Satellite Center.
- e) **Security Deposit [see Article 28]:** NONE.
- f) **Notice Address:**

<i>TO LANDLORD:</i>	<i>TO TENANT:</i>
c/o SCHERMERHORN COMMERCIAL REAL ESTATE, LLC	Elgin Community College District 509 Attn: Sharon Konny, Vice President
2737 Central Street Evanston, IL. 60201 847-869-4200 847-869-0140 (fax)	1700 Spartan Drive Elgin, IL 60123-7183

**ARTICLE 2. PREMISES.** Landlord hereby leases to Tenant and Tenant rents from Landlord for the term, at the rent, and upon all of the conditions set forth herein, a portion of that real property and improvements thereon situated in the Village of Hanover Park, Cook County, Illinois, commonly known as the Hanover Square shopping center, (which real property, including improvements thereon, are referred to herein as the “Building”), legally described in Exhibit “1” annexed hereto and made a part hereof. The premises subject to

this Lease (the “Leased Premises”) is commonly referred to as 6704 Barrington Road and delineated by the area colored in orange on the site plan (not drawn to scale) of the Building annexed hereto as Exhibit “2” and made a part hereof. Landlord and Tenant agree that for purposes of this Lease, and for calculations of rent or other amounts due hereunder, the Leased Premises contain 10,000 square feet of rentable space. The space will be delivered in accordance with the **Landlord Work Plans and Specifications** as described in Article 8.

**ARTICLE 3. TERM.** Term: The term of this Lease shall be for three (3) years commencing on the later of the 1st day of June 2014 or the date on which the Tenant is given possession and ending on May 31, 2017. The expression “Lease Term” used herein shall mean the term of this Lease specified in this paragraph.

**ARTICLE 4. MINIMUM ANNUAL RENT AND ADJUSTMENTS.** Tenant agrees to pay to Landlord at the office designated by Landlord a minimum annual rent (the “Minimum Annual Rent”) during the Lease Term. Such Minimum Annual Rent shall be payable by Tenant in equal monthly installments of \$10,000 on or before the later of the 1st day of June 2014 or the date on which the Tenant is given possession, and on each subsequent first day of each month during the term of the lease or any extension thereof in advance, without any deduction or setoff whatsoever. Minimum Annual Rent during the Lease Term shall be set forth in ARTICLE 1. (c).

**ARTICLE 5. COMMON AREA AND FACILITIES:**

- a) **Definition:** Landlord shall make available from time to time such areas, facilities, equipment, signs, and special services (collectively referred to herein as the “Common Areas and Facilities”) of common benefit to the tenants and occupants of the Building as Landlord shall deem appropriate. Common Areas and Facilities may include, but are not limited to, sidewalks, parking areas, access roads, driveways, landscaped areas, truck serviceways, loading docks, courts, stairs, ramps, public washrooms, and parcel pickup station; provided, however that the preceding listing of Common Areas and Facilities is not a representation as to their availability. Common Areas and Facilities presently available are delineated by the area marked by hatching on Exhibit “3” annexed hereto and made a part hereof.
- b) **Control and Management:** Landlord shall have exclusive control and management of the Common Areas and Facilities. Landlord shall, subject to the other provisions of this Lease, operate, manage, equip, light, insure, repair and maintain the Common Areas and Facilities for their intended purposes in such manner as Landlord shall in its sole discretion determine. Landlord may cause any or all of said services to be provided by an independent contractor or contractors.

Landlord may not, to the extent of having a substantial material impact on Tenant, change the size (either by increase or decrease), location, use, and nature of any of the Common Areas and Facilities, including, but not limited to, the area, level, location, or arrangement of parking areas; sell or lease any portion thereof; assign the exclusive use thereof to one or more tenants; or make installations therein, or move and remove such installations, including the installation of additional buildings or stories to existing buildings. Rules and regulations that affect Tenant’s parking, pedestrian access, or visibility which have a substantial material adverse impact on Tenant will not be enforced against Tenant without Tenant’s written consent, which consent will not be unreasonably withheld.

- c) **Use of Common Areas:** Tenant and its permitted subtenants, concessionaires, and licensees, including their respective officers, employees, agents, customers, and invitees shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights to use the Common Areas and Facilities (as the same may now exist or hereafter be

enlarged or reduced), subject to such reasonable rules and regulations as Landlord may from time to time impose, which rules and regulations are further described in Article 10, below.

In no event shall Tenant, without Landlord's prior written consent, use, or permit to be used, any sidewalk adjacent to the Leased Premises or any other areas of the Building for the storage or display of any merchandise, or for any other business, occupation, or undertaking, including the distribution of handbills or other forms of advertisement.

Tenant shall not at any time interfere with the rights of Landlord and other tenants of the Building, and their permitted subtenants, concessionaires, licensees, officers, employees, agents, customers, and invitees to use any part of the Common Areas and Facilities, including parking areas.

Landlord may at any time temporarily close any Common Areas and Facilities to make repairs or changes thereto, to prevent the acquisition of public rights in same, and to discourage non-customer parking. Landlord shall provide, absent an emergency, adequate written notice to Tenant if parking or foot access is to be altered or closed. Landlord may also do such other acts in and to the Common Areas and Facilities as Landlord, in its sole discretion, may deem desirable to improve the convenience thereof; provided, however, that Landlord agrees to take reasonable steps to minimize any adverse impacts such acts may have on Tenant's business at the Leased Premises. If parking areas are closed Landlord must make reasonable arrangements for alternate parking for Tenant.

Tenant acknowledges and agrees that any and all services, facilities, and access by the public to the Leased Premises and/or the Building may be suspended in whole or in part during such temporary times during any periods of actual or threatened civil commotion, insurrection, or other circumstances beyond Landlord's control.

#### **ARTICLE 6. TENANT'S TAXES.**

- a) **Taxes/General:** Tenant shall pay promptly when due all non-exempt taxes imposed upon Tenant's rent and business operation and upon all excise, transaction, sales, use, and privilege taxes.
- b) **Tenant to Pay, Sewer and Water Rates:** As a further consideration for granting this Lease, the Tenant further covenants, promises and agrees to bear, pay and discharge (in addition to the rent specified) on or before the penalty date, all sewer and water rates, during the term of this Lease. Provided, however, that Tenant shall not be responsible for any such charges or amounts taxed, charged, assessed, levied or imposed attributable to the use of the Demised Premises by Landlord, or other permittees or licensees of Landlord.

And it is further understood, covenanted and agreed by the parties hereto that all of said water rates, and assessments shall be paid by said Tenant before they shall respectively become delinquent.

#### **ARTICLE 7. UTILITIES / TENANT'S SHARE.**

- a) **Utilities and Charges:** Tenant shall pay promptly, as and when the same become due and payable, all charges for heat, air conditioning, water, sewer, oil, gas, electricity, trash removal, and any other utility and/or related service used or consumed in the Leased Premises. Landlord shall have the Leased Premises separately metered for electricity, gas, and water at the commencement

of the Lease Term. If any such utilities and/or related services cannot be separately metered or assessed, or are only partially separately metered or assessed, and are used in common with other tenants in the Building, Tenant will pay to Landlord a proportionate share of charges for such utilities and/or related services used in common based on the square footage of floor space leased to each tenant using such common utilities and/or related services.

- b) **Interruption of Services:** Landlord shall have no liability to Tenant for disruption of any utility service and/or related service serving the Lease Premises except sewer and water, and as to them, only for Landlord's intentional or grossly negligent acts. In no event shall such disruption constitute a constructive eviction of Tenant from the Leased Premises or entitle Tenant to an abatement of rent or other charges, except where such disruption is caused by Landlord's intentional or grossly negligent acts.

#### **ARTICLE 8. DELIVERY, CONDITION OF PREMISES, AND LANDLORD RESPONSIBILITIES.**

Prior to the commencement of the Term, Landlord agrees to build out at Landlord's expense the improvements as detailed in Landlord Work Plans and Specifications to be attached hereto and signed by the parties and made a part hereof entitled "**Landlord Work Plans and Specifications**" and dated \_\_\_\_\_, 2014.

Parking Lot will be well lit sun down to sun up. (As-Is)

Except as provided for in the above **Landlord Work Plans and Specifications**, Landlord shall deliver the Premises to Tenant in As-Is Condition.

HVAC- Landlord shall provide HVAC system(s) for the entire premises, which includes unit or units as specified in the Plans and Specifications, and the HVAC shall be distributed throughout the premises all ready on the commencement of the Lease.

During the term of this Lease, Landlord covenants that Tenant, upon paying the rent required herein and performing the covenants and agreements herein contained on the part of Tenant, may quietly enjoy the Leased Premises, except as otherwise herein provided and subject, however, to the terms of the Lease Agreement to Landlord, during the term of this Lease Agreement or any renewal thereof, except as to such portion of the Leased Premises as shall be taken under the power of eminent domain.

**ARTICLE 9. ACCEPTANCE OF LEASED PREMISES.** Subject to Landlord's delivery of the Leased Premises in accordance with its responsibilities per Article 8 and Landlord's repair obligations per Article 14, Tenant accepts and takes the Leased Premises "AS IS" condition subject to Landlord performing all work described in **Landlord Work Plans and Specifications**. Except as otherwise provided for in this Lease, Landlord makes no representations or warranties as to the condition or suitability of the Leased Premises. Tenant further agrees that any improvements which it chooses to make to the Leased Premises shall be done in accordance with the terms of Article 18 and that the Leased Premises shall be surrendered in accordance with Article 32.

**ARTICLE 10. USE, EXCLUSIVITY, AND CARE OF LEASED PREMISES.** Landlord and Tenant agree that Tenant shall use and occupy the Leased Premises during the entire Lease Term only for the purpose of operating a facility as part of the Elgin Community College and WorkNet Satellite Center (the "Permitted

Use”), and, additionally, the sale and offering for sale of all goods, wares, and merchandise, and the performance of such services as are usually incident to such educational services (collectively “Ancillary Uses”).

Tenant further agrees to conduct no other business on the Leased Premises without Landlord’s prior written consent, and shall store and/or stock in the Leased Premises only such merchandise as Tenant is permitted to offer for sale in or from the Leased Premises pursuant to this Lease. Tenant shall not conduct or permit any fire, bankruptcy, auction, “going out for business” or “going out of business” sale (whether real or fictitious) in the Leased Premises or any other part of the Building.

Tenant shall be solely responsible for obtaining and maintaining any and all required governmental licenses or approvals for operations at the Leased Premises as required or contemplated herein. Tenant agrees to at all times comply with any and all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities now or hereafter in force, and with the requirements of the Fire Insurance Rating Organization and the Board of Fire Insurance, which pertain to Tenant’s use of the Leased Premises. Tenant shall pay before delinquency all license or permit fees and charges of a similar nature for the conduct of any business in or from the Leased Premises.

In no event shall Tenant use the Leased Premises, or permit any use to be made thereof, which is unlawful or which will increase the rates of or cancel any or all insurance carried by Landlord upon the Building, including the Leased Premises, or cancel any insurance carried by Tenant upon the Lease Premises; provided, however, that if Landlord provides Tenant with written consent to use the Leased Premises in a manner that causes an increase in said insurance rates, Tenant shall pay to Landlord the amount of such increase. Landlord shall send Tenant a statement setting forth the amount of such increase and Tenant shall pay such amount within ten (10) days after notice thereof. In no event shall Tenant store or have on the Leased Premises any combustible, hazardous, or other dangerous materials unless specifically permitted in this Lease.

Landlord reserves the right from time to time to adopt reasonable rules and regulations, and to make modifications to same (through additions and/or deletions) for the safety, care, appearance, and efficient operation of the Leased Premises and all other areas of the Building, including parking areas, walks, driveways, passageways, signs, and exteriors of the Building; current rules and regulations are annexed hereto as Exhibit 4 and made a part hereof. Tenant agrees to comply with other rules and regulations adopted by Landlord as referenced herein which shall be binding upon Tenant when Landlord mails a copy thereof to Tenant at the Leased Premises; provided, however, that no rule or regulation shall be binding upon Tenant which is in direct conflict with any express provision of this Lease or will have a substantial material adverse impact on Tenant. Rules and regulations that affect Tenant’s parking, pedestrian access or visibility which have a substantial material adverse impact on Tenant ~~and~~ will not be enforced against Tenant without Tenant’s written consent, which consent will not be unreasonably withheld. For the enforcement of said rules and regulations, Landlord shall have available to it all remedies provided in this Lease for a breach thereof, and any other remedies at law or in equity whether or not provided for in this Lease. Landlord shall not be obligated to enforce, or be liable to Tenant for the failure to enforce, any such rules and regulations referred to herein, whether against Tenant or other tenants and occupants of the Building.

**ARTICLE 11. CONDUCT OF BUSINESS.** Tenant shall endeavor to open the Leased Premises as early as reasonable unless unforeseen delays occur. Except as provided in Article 29, Tenant shall maintain continuous occupancy of, and conduct its services from, the Leased Premises consistent with the usual use and practice of Tenant’s community college operations during the entire Lease Term under the name set forth in this Lease or such other name as Landlord may approve in writing. Tenant further agrees to light its signs and display windows, during the hours the Leased Premises are to be open for business as defined by any municipal or governmental approvals, and during such other hours consistent with the usual use and practice of Tenant’s community college operations. Except as provided in Article 29, a vacation of premises or cessation of

operations by any other tenant in the Building shall not in any way release Tenant from Tenant's obligations under this Lease.

**ARTICLE 12. SIGNS, AWNINGS, AND CANOPIES.** Tenant shall procure and install, at Tenant's expense, a sign displaying Tenant's business name on the facade of the Building over the Leased Premises, and shall have the right to use prototypical signage on the storefront and other elevations. Tenant may install a panel on the existing group monument sign that has been installed by Landlord. Landlord shall allow Tenant to install signage to the full extent allowed by Landlord's specifications and local ordinances. Landlord has the right to approve all banner placements, in addition to all signage Tenant places on property. Tenant may erect and maintain only such other sign as Landlord may approve in writing. Tenant shall submit to Landlord detailed plans and specifications of its proposed sign for review and approval by Landlord prior to erecting said sign on or about the Leased Premises. Notwithstanding anything stated in this lease, all signage (whether permanent or temporary) shall comply with local ordinances, codes, and regulations.

Tenant shall not place or permit to be placed or maintain on any door, exterior wall, or window of the Leased Premises any sign, awning, canopy, advertising matter, decoration, lettering, or any other object without first obtaining Landlord's written approval which will not be unreasonable withheld. Tenant agrees that it will maintain any such object approved by Landlord in good condition, operating order, and repair at all times. All signs, posters, advertising matter, decorations and other such objects of Tenant visible from the Common Areas of the Building shall be in good taste and shall conform to the standards, motif, and decor from time to time established by Landlord for the Building.

Tenant shall be solely responsible for securing all governmental approvals pertaining to its signage described in this Article, with which approvals in conformance with governmental requirements Landlord agrees to reasonably assist Tenant in obtaining but subject to Village's existing ordinances. Any Tenant sign or other objects described in this Article erected or placed in or about the Leased Premises without Landlord's approval shall be subject to removal at any time without notice to Tenant and at Tenant's expense.

**ARTICLE 13. INSURANCE REQUIRED OF TENANT.** Tenant shall obtain and provide, on or before the earlier of the commencement of the original Lease Term or Tenant's entering the Leased Premises for any purposes, and keep in force at all times throughout the Lease Term, the following insurance coverage with respect to the Leased Premises:

- a) Comprehensive General Liability insurance with contractual liability endorsement insuring against any liability arising out of the ownership, use, occupancy, or maintenance of the Leased Premises and its appurtenances, on an occurrence basis with a minimum single limit of not less than ~~Two~~ Four Million Dollars (\$4,000,000.00). Said insurance shall include a "personal injury" endorsement providing coverage for claims arising out of false arrest, false imprisonment, defamation of character, libel and slander, wrongful eviction, and invasion of privacy, and such endorsement shall not contain an exclusion of coverage for claims for "personal injury" brought by employees of an insured.
- b) Plate Glass, Fire and Lightning, Extended Coverage, Vandalism and Malicious Mischief, Sprinkler Leakage, and War Risk (if obtainable) insurance in an amount adequate to cover the full replacement cost (as of the time of loss) without regard to depreciation, of all personal property, decorations, trade fixtures, furnishings, equipment, alterations, leasehold improvements and betterments, and all contents therein.

- c) Boiler or Machinery insurance covering all present vessels, boilers, air conditioning equipment, or similar equipment, if any, in, on, adjoining, above or beneath the Leased Premises, in the amount of not less than Fifty Thousand Dollars (\$50,000.00).
- d) Workmen's compensation insurance in statutory amounts covering all persons directly or indirectly employed by Tenant in connection with any finish work or any repairs or alterations to be made to the Leased Premises, and all employees and agents of Tenant with respect to whom death or bodily injury claims could be asserted against Landlord or Tenant, as required by the laws of the state where the Leased Premises are located.
- e) Before undertaking any alterations, additions, improvements, or construction, Tenant shall obtain at its expense a public liability insurance policy insuring Tenant and Landlord against any liability which may arise on account of such proposed alterations, additions, improvements or construction on an occurrence basis with a minimum single limit of not less than Four Million Dollars (\$4,000,000.00).

All of the aforesaid insurance, except the Workmen's Compensation insurance required by subarticle (e) above, shall be written in the name of Landlord (as well as any designees of Landlord) and Tenant, and shall include an endorsement stating that the insurance provided for Landlord is primary insurance and non-contributory with any other insurance available to Landlord.

All insurance referred to herein shall be written by one or more responsible insurance companies satisfactory to Landlord and in form satisfactory to Landlord, and may be carried under a blanket policy covering the Leased Premises and any other of Tenant's stores. In addition, all such insurance shall contain endorsements that: such insurance may not be canceled or amended with respect to Landlord (or its designees) except upon thirty (30) days prior written notice to Landlord (or any such designees) by the insurance company; Tenant shall be solely responsible for payment of premiums and that Landlord (or its designees) shall not be required to pay any premium for such insurance; in the event of payment of any loss covered by such policy, Landlord (or its designees) shall be paid first by the insurance company for Landlord's loss. The limits of insurance specified in this Article shall not limit the liability of Tenant.

Tenant shall promptly provide Landlord with Certificates of Insurance evidencing the existence and amounts of insurance required herein, including all renewals thereof. If Tenant shall fail to procure and maintain the insurance specified in this Article, Landlord at its option may procure and maintain same at the expense of Tenant. Landlord shall send Tenant a statement setting forth the expense of any such insurance and Tenant shall pay such amount within ten (10) days after notice thereof.

Tenant agrees to first pursue all claims relating to risks which are covered by any of the insurance policies maintained by Tenant, or required to be maintained hereunder, against the respective insurer until final resolution of such claims before pursuing any remedies which Tenant may have against Landlord pursuant to the express terms of this Lease or at law or in equity.

To the maximum extent permitted by Law, Tenant hereby waives any and all rights of recovery against the Landlord, or against its principal, officers, employees, agents, and representatives of the Landlord, directly, by reason of subrogation or otherwise, for loss or damage that may occur to the Building, including the Leased Premises, all improvements thereto, and any personal property of Landlord, or to any property of Landlord under its respective control, which could be insured against under the terms of the insurance required under this Article. Tenant and Landlord shall provide to the other a waiver of subrogation from their respective insurance providers required to be carried by Tenant and Landlord affecting the real and/or personal property described in the foregoing sentence.

If Tenant is a self-insurer, Tenant, prior to entering upon said premises and using the same for the purposes for which this Lease is granted, shall prepare and transmit to the Landlord an acknowledged statement that the Tenant is a self-insurer, and that it undertakes and promises to insure the Landlord, its officers, agents, servants and employees on account of risks and liabilities contemplated by this Lease; and that such statement is issued in lieu of policies of insurance or certificates of insurance in which the Landlord, its officers, agents, servants and employees would be a named or additional insured, and that it has funds available to cover those liabilities in the respective amounts therefore, as set forth as follows:

COMPREHENSIVE GENERAL LIABILITY

Combined Single Limit Bodily Injury Liability Property Damage Liability  
(Including Liability for Environmental Contamination of Adjacent Properties) in the amount of not less than \$4,000,000.00 per occurrence

and

ALL RISK PROPERTY INSURANCE

(Including Coverage for Environmental Contamination of Demised Premises) in the amount of not less than \$4,000,000.00 per occurrence

INCLUDING FIRE AND EXTENDED COVERAGE

in an amount not less than the replacement cost of improvements located on the premises\*

This statement shall be signed by such officer or agent of the Tenant having sufficient knowledge of the fiscal structure and financial status of the Tenant to make such a statement on behalf of the Tenant and undertake to assume the financial risk on behalf of the Tenant and will be subject to the approval of the Landlord.

The provisions of this Section shall in nowise limit the liability of the Tenant as set forth under the provisions of any other portion of this Lease.

**ARTICLE 14. REPAIRS BY LANDLORD.** Within a reasonable period after receipt of written notice from Tenant, and an opportunity to investigate, Landlord shall make necessary structural repairs to the exterior walls (excluding the exterior of the frames surrounding all windows, doors, plate glass, store fronts and signs), roof (excluding repairs to the roof area immediately surrounding any vents or other penetrations hereafter made by Tenant over the Leased Premises), foundations, load-bearing items, plumbing, and pipes, located outside the Leased Premises and electrical conduits up to any distribution panels located within the Leased Premises, except for components of those systems installed by Tenant, as well as necessary repairs to Common Areas and Facilities, including sidewalks, parking areas and curbs. Landlord shall not be required to make any repairs where same were made necessary by any act or omission or negligence of Tenant, its subtenants, concessionaires, or licensees, as well as its respective officers, employees, agents, contractors, customers, and invitees, or by fire or other casualty or condemnation, except as otherwise provided in this Lease. In the event any repairs are required to be made by Landlord, Tenant, at its expense, shall promptly remove its fixtures, equipment, inventory and other property to the extent required to enable Landlord to make such repairs.

**ARTICLE 15. REPAIRS AND MAINTENANCE BY TENANT.** Tenant shall also, at its expense, maintain and repair as necessary the roof area immediately surrounding any vents or other penetrations hereafter made by Tenant over the Leased Premises to prevent water leaks (Tenant must use Landlord's approved Roofer – due to warranty). In addition, Tenant shall, at its sole expense, maintain (and replace as necessary) all other things located in or on Tenant provided improvements which serve Tenant's the Leased Premises necessary to keep the same in a good state of repair and operating order, including all fixtures,

furnishings, lighting, and store signs. All maintenance (including any necessary replacements) required of Tenant in this paragraph shall be to standards satisfactory to Landlord.

Tenant shall, at its expense, at all times keep the Leased Premises and all interior walls and windows, glass, partitions, doors, ceilings, floor surfaces, fixtures, equipment, and any other appurtenance to the Leased Premises in a condition of cleanliness satisfactory to Landlord.

If **(i)** after reasonable notice to Tenant, Tenant does not perform such maintenance and replacement as required of it in this Article within a reasonable period of time or to standards satisfactory to Landlord, or **(ii)** Landlord, in the exercise of its sole discretion, determines that emergency repairs are necessary, or **(iii)** repairs or replacements to the Building and/or Common Areas and Facilities, or to the Leased Premises, are made necessary by any act or omission or negligence of Tenant, any of its subtenants, concessionaires, or licensees, as well as their respective employees, agents, customers, invitees, or contractors, then in any of such events, Landlord, at its option and at Tenant's expense, may make such repairs and replacements without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property, or to Tenant's business by reason thereof; provided, however, that Landlord agrees that such work will be done according to good workmanlike standards and conditions. Landlord shall send Tenant a statement setting forth in reasonable detail the expenses of any such repairs and/or replacements, and Tenant shall pay such amount within ten (10) days after notice thereof.

**ARTICLE 16. INSPECTION.** Landlord or its representatives shall have the right to enter the Leased Premises during normal business hours with 24 hour notice, unless emergency arises, for all reasonable purposes, including inspecting, repairing, and exhibiting the Leased Premises to prospective purchasers and tenants.

**ARTICLE 17. ADDITIONS AND ALTERATIONS BY LANDLORD.** Landlord at its sole and unrestricted discretion, after reasonable notice to Tenant, shall have the right, at any time and from time to time, to reduce or enlarge the Building and to make any other changes thereto, which can include adding or reducing land, erecting new and/or removing existing structures, changing the size and number of stores in buildings, adding stories to buildings, and changing the design and motif of the Building. The design, materials, and performance of necessary work therefor shall also be according to Landlord's sole and unrestricted discretion.

Landlord shall take any necessary steps to ensure that access to the Leased Premises is maintained during normal business hours while any activities specified in the preceding paragraph take place. Tenant hereby consents to any inconvenience caused by such activities. Tenant further agrees that such activities shall not work a constructive eviction of Tenant from the Leased Premises or entitle Tenant to an abatement of rent or other charges; provided, however, that Landlord agrees that it will not make any changes to the Building that will have a permanent material adverse impact on Tenant's business at the Leased Premises.

**ARTICLE 18. ADDITIONS AND ALTERATIONS BY TENANT.** So long as Tenant is not in default of any provision of this Lease, Tenant may from time to time at its own expense, alter, renovate or improve the Leased Premises (collectively referred to herein as "Alterations"), subject to the following:

- a) Tenant must obtain Landlord's prior written approval of plans and specifications for the Alterations, which approval can be contingent upon Tenant's agreeing to remove any or all of said Alterations upon termination of this Lease;
- b) Alterations must be performed in strict accordance with the plans and specifications approved by Landlord, and be done in a good and workmanlike manner in accordance with accepted building practices and applicable laws including, but not limited to, building codes and zoning ordinances;

- c) Alterations cannot weaken or impair the strength, or lessen the value, of the Building as determined by Landlord in its sole discretion;
- d) Work involved in making the Alterations cannot interfere with the use by the other tenants of their premises in the Building; and
- e) Tenant satisfies the other requirements set forth in this Article.

Tenant shall be entitled to all Landlord approved salvage resulting from said Alterations. Tenant shall not make any changes, improvements, or other alterations affecting the exterior of the Leased Premises or the structure of the Building.

Before commencing any work relating to Alterations to the Leased Premises, Tenant shall notify Landlord in writing of the expected date of commencement thereof. Landlord shall then have the right at any time and from time to time to post and maintain on the Leased Premises such notices as Landlord deems necessary to protect the Building and Landlord from mechanic's liens, materialmen's liens, or any other liens. Tenant shall also, prior to commencing such work, provide Landlord with signed lien waivers from all contractors, subcontractors, and suppliers who will be performing work and/or providing materials therefor. All work shall be done only by contractors who are licensed to perform such work. In addition, said contractors shall provide liability insurance covering said work in amounts and with terms acceptable to Landlord, which shall include naming Landlord as an additional insured. Tenant shall ensure that all contractors provide Landlord with certificates of insurance evidencing the required coverage. Tenant shall promptly pay when due all claims for labor and/or materials furnished to or for Tenant at or for use in or about the Leased Premises.

Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Land, the Building, or the Premises, and any and all liens and encumbrances created by Tenant shall attach to Tenant's interest only. In the event mechanic's liens, materialmen's liens, or any other liens are filed against the Building, Tenant shall immediately cause such lien to be discharged by payment, bonding, or otherwise. If Tenant fails to cause such lien to be discharged within ten (10) days after notice to Tenant of the existence of such lien, then Landlord at its option, at Tenant's expense and without waiving any of Landlord's other remedies, may cause such lien to be discharged by payment, bonding, or otherwise, without investigation as to its validity or of any offsets or defenses applicable to it. Landlord shall send Tenant a statement setting forth in reasonable detail the expenses related to said discharge (including any attorneys' fees and disbursements) and Tenant shall pay such amount within ten (10) days after notice thereof.

Any permitted Alterations to the Leased Premises referred to herein shall become the property of Landlord and be surrendered with the Leased Premises upon termination of this Lease, except for those which Landlord requires Tenant to remove upon said termination, or such improvements and fixtures installed by Tenant that can be removed without damage to the Leased Premises or as otherwise agreed upon between Landlord and Tenant in writing.

Subject to compliance with the foregoing and receipt of all municipal approvals, Landlord shall permit Tenant and its contractors shall have the right to access the roof/wall to install i) equipment related to TV reception within the location, to include satellite dishes, cable, and telephone connections, and ii) additional HVAC service to the Leased Premises. In addition to all other requirements of this Article, the grant of Landlord permission made in this paragraph is additionally subject to the following requirements:

- a) At Tenant's sole cost and responsibility, Tenant shall submit, if reasonably requested by Landlord, a comprehensive engineering plan for Landlord approval. Tenant shall be solely responsible for meeting the structural, mechanical, or any other requirements associated with the final, approved plan.

- b) Tenant shall be solely responsible for maintenance and/or replacement of additional Tenant supplied HVAC mechanicals and systems. No responsibility or expense related thereto shall be subject to the caps or limitations of Article 15 or otherwise by this Lease.
- c) All installations and related systems contemplated herein shall be installed entirely within the Leased Premises or on those portions of the Building roof sharing the footprint of the Leased Premises and shall be serviced solely by utilities linked to the Leased Premises for which Tenant remains solely responsible and liable.
- d) Any roof work or exterior penetrations shall be warranted and performed by a Landlord's approved contractor(s), and shall in no event cause the voiding or diminishment of existing roof or exterior warranties.

**ARTICLE 19. DAMAGE OR DESTRUCTION.** Tenant shall give Landlord prompt written notice of any damage to or destruction of any portion of the Leased Premises resulting from fire or other casualty. If all or any part of the Leased Premises are damaged or destroyed by fire or other casualty covered by Landlord's insurance policy, this Lease shall continue in full force and effect, unless terminated as hereinafter provided, and Landlord shall repair, restore, or rebuild the Leased Premises to their condition at the time of the occurrence of the loss; provided, however, Landlord shall not be obligated to commence such repair, restoration, or rebuilding until insurance proceeds are received by Landlord, and Landlord's obligation hereunder shall be limited to an amount equal to the proceeds so received after satisfaction of all other claims upon said proceeds. Landlord shall have no obligation to replace, restore, or repair any fixtures or personal property installed in, or improvements made in the Leased Premises by Tenant or at Tenant's direction.

In the event the Leased Premises are rendered untenable by fire or other casualty as specified herein, Minimum Annual Rent, Tenant's share of Operating Costs, and Tenant's share of Real Estate Taxes, as adjusted, payable hereunder shall abate to the extent of proceeds actually received by Landlord (or any of Landlord's mortgagees or assignees) under any rent insurance policy. Landlord agrees to maintain insurance adequate to cover the full amount of rent then being paid by Tenant. In no event shall damage or destruction to the Leased Premises allow Tenant to surrender possession of the Leased Premises, or affect Tenant's liability for the payment of rent or the performance of any other obligation in this Lease, except as may be specifically provided in this Lease.

Notwithstanding anything else to the contrary contained in this Article or elsewhere in this Lease, Landlord, at its option, may terminate this Lease on thirty (30) days written notice to Tenant if:

- a) The Leased Premises and/or the building in which they are located is damaged or destroyed as a result of an occurrence which is not covered by Landlord's insurance; or
- b) Any or all of the buildings, Common Areas, and Facilities of the Building are damaged, whether or not the Leased Premises are damaged, to such an extent that in the sole reasonable judgment of Landlord, the Building cannot be operated as an economically viable unit.

Notwithstanding anything else to the contrary contained in this Article or elsewhere in this Lease, Tenant, at its option, may terminate this lease on thirty (30) days written notice to Landlord if Landlord fails to commence said repairs, restoration, or rebuilding of the damaged or destroyed portion of the Leased Premises as discussed in this Article within thirty (30) days from the date of said damage or destruction, and to thereafter complete said repairs, restoration, or rebuilding in a timely fashion.

**ARTICLE 20. CONDEMNATION.** If the entire Leased Premises are appropriated or taken under the power of eminent domain by any public or quasi-public authority (referred to herein as "taken under eminent domain"), or conveyance is made in lieu thereof, this Lease shall terminate as of the date of such taking.

In the event more than thirty percent (30%) of the Leased Premises or fifty percent (50%) of the Building's parking are taken under eminent domain, or conveyance is made in lieu thereof, Landlord and Tenant shall each have the right to terminate this Lease as of the date of such taking upon giving notice to the other of such termination within thirty (30) days after notice to Tenant from Landlord or the condemning authority that such portion of the Leased Premises are to be appropriated or taken.

If a portion of the Leased Premises is taken under eminent domain, or conveyance is made in lieu thereof, and if this Lease shall not be terminated as provided in the preceding paragraphs, then the Minimum Annual Rent, Tenant's share of Operating Costs, and Tenant's share of Real Estate Taxes payable under this Lease shall be ratably apportioned according to the space so taken. Landlord shall restore the remaining portion of the Leased Premises to a single architectural unit; provided, however, that the cost of Landlord's obligation to restore the Leased Premises shall be limited to the net proceeds of the condemnation award actually received and retained by Landlord. If said net proceeds are not sufficient to restore the Leased Premises to a single architectural unit, Landlord shall notify Tenant of the amount needed to complete the restoration. Tenant shall then have the right to contribute the additional sums necessary to complete the restoration, in which event Landlord will thereupon complete such restoration. Tenant must notify Landlord within ten (10) days from the date of said notice that it agrees to make said contribution and if it does not do so, then Landlord may thereafter terminate this Lease upon written notice to Tenant; said termination shall be effective as of the date of taking or conveyance referred to herein.

In the event of termination of this Lease as provided for in this Article, Landlord and Tenant shall thereupon be released from any further liability under this Lease, except those liabilities existing as of the date of such termination.

All compensation awarded or paid upon a total or partial taking under eminent domain (or conveyance made in lieu thereof) of the Building, including a taking of all or part of Leased Premises, shall belong to and be the property of Landlord without any participation by Tenant. However, nothing contained herein shall be construed to preclude Tenant from prosecuting any direct claim against the condemning authority in such condemnation proceedings for loss of business, and/or depreciation to, damage to, and/or costs of removal of (and/or for the value of) any inventory, trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's or any of its mortgagee's awards.

Landlord and Tenant agree that **(i)** any reduction in the parking area and/or number of parking spaces in the Building, and/or any restriction on the number of motor vehicles that may enter the Building by action or order of any governmental authority, quasi-governmental authority, and/or by any court having jurisdiction in the premises, shall not constitute such a taking or condemnation under this Lease that would entitle Tenant to terminate the Lease; **(ii)** any such environmental condemnation and/or compliance by Landlord with any order, rule or regulation of such authority, with any such judicial decree, and/or any such existing or future law shall not constitute a default under this Lease by Landlord so as to entitle Tenant to terminate the Lease and the Lease shall remain in full force and effect; and **(iii)** as between Landlord and Tenant, Landlord may, but shall not be obligated to, comply with any such order, regulation, judicial decree or law. Notwithstanding the foregoing, if the reduction in parking area, parking spaces or restriction on the number of vehicles permitted within the parking areas, as contemplated in this Article 20, have a substantial material adverse impact on Tenant's operations, in the reasonable judgment of the Tenant, then Tenant may terminate this Lease as provided in Article 29.

**ARTICLE 21. MORTGAGE FINANCING/PROTECTION.** Tenant shall, upon the request of Landlord and/or the holder of any financing instrument, mortgage or security (Financing) on the Building, execute and deliver such instruments as may be required by Landlord and such holder to make this Lease either superior or subordinate to any financing concerning Landlord's interest in the Building, including the Leased Premises, or

future additions thereto. Tenant hereby attorns to any purchaser at a foreclosure sale or sale in lieu of foreclosure, and agrees to execute all agreements required by any such purchaser affirming such attornment.

Subject to Tenant receiving a non-disturbance agreement, Landlord and Tenant hereby acknowledge and agree that 1) the interests of Landlord's financing as used in this Article are or may become secured by certain instruments, including but not limited to a bond, mortgage and assignment of rents and leases (collectively the "Financing"), and 2) the following terms are specifically required by the Financing Instrument and shall be controlling and supersede any contrary or conflicting provisions contained herein: (i) this Lease is subordinate to the Financing Instrument and any other indebtedness now or hereafter secured by the Property, (ii) the Tenant agrees to attorn to Lender (such attornment to be automatically effective upon Lender's acquisition of title to the Property), (iii) the Tenant agrees to execute such further evidences of attornment as Lender may from time to time request, (iv) the attornment of ~~the~~ Tenant shall not be terminated by foreclosure, (v) Lender may, at Lender's sole option, upon Tenant's refusal to subordinate, terminate Tenant's leasehold and (vi) the Tenant agrees to furnish, one (1) time in any calendar year, as Lender may request, a certificate signed by lessee confirming and containing such factual certifications and representations deemed reasonably appropriate by Lender.

At any time there is outstanding a bond, mortgage, deed of trust, or similar security instrument of record covering Landlord's interest in the Building, Tenant shall give prompt written notice to the holder of same, in the manner provided for notice to a party to this Lease, of any default of Landlord hereunder, and Tenant shall allow such person or entity a reasonable length of time [in any event, not less than sixty (60) days from the date of such notice] in which to cure any such default. At Tenant's request, Landlord shall provide Tenant with the necessary addresses for the sending of any such notice.

**ARTICLE 22. DEFAULT.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a) Tenant's vacating or abandoning the Leased Premises, or failing to be continuously open for business for a period of five (5) or more consecutive days, except where such failure to open is the result of causes beyond the reasonable control of Tenant (Force Majeure).
- b) Tenant's attempt to assign, transfer, encumber, sublet, or otherwise transfer its interest in this Lease, including the Leased Premises, except in the manner permitted in Article 31, below.
- c) Tenant's failure to make any payments of any and all rent or any other payment required to be made by Tenant under this Lease, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant. Said notice shall constitute notice of all sums past due, including those additional sums which become past due subsequent to receipt of said notice, but before payment of said sums.
- d) Tenant's failure to observe or perform any of the covenants, conditions, or provisions of this Lease (other than the failure to make payment of rent or other payments), where such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than ten (10) days is reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said ten (10) day period and thereafter diligently prosecutes such cure to completion.
- e) Tenant's making any general assignment or arrangement for the benefit of creditors.

- f) Tenant's filing a petition under any section or chapter of the Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State; or Tenant being adjudged a debtor (as defined in the Bankruptcy Code, as amended) or insolvent in any proceeding filed against Tenant thereunder and such adjudication shall not be vacated or set aside within thirty (30) days unless Tenant is actively contesting such adjudication in a court of competent jurisdiction.
- g) A receiver or Trustee being appointed for all or substantially all of the assets of Tenant and such receivership shall not be terminated or stayed within thirty (30) days. Landlord agrees to provide notice of any such default to Tenant at the address indicated in Article (1-h).

**ARTICLE 23. LANDLORD'S RIGHTS ON DEFAULT.** During the continuance of any event of default as specified in Article 22, above, Landlord may, at its option, refrain from terminating Tenant's right of possession and enforce against Tenant the provisions of this Lease for the full term thereof, or give to Tenant a written notice of termination of this Lease, in which latter event this Lease shall terminate as of the date upon which such notice is given, provided always, however, that Tenant shall remain liable to pay any deficiencies throughout the full stated term of this Lease, as hereinafter provided. Tenant, upon such a termination of this Lease, shall thereupon quit and surrender the Leased Premises to Landlord (or if not yet in possession shall no longer have any right to possession of the Leased Premises), and Landlord, its agents and employees, may immediately, or at any time thereafter, re-enter the Leased Premises and dispossess Tenant, and remove any and all persons and any or all property therefrom.

In the event of such re-entry or retaking of the Leased Premises by Landlord, Tenant shall nevertheless remain in all events liable and answerable for the full amount of all rents due hereunder to the date of retaking or re-entry. Tenant shall also be and remain answerable in damages for the deficiency or loss of all rents which Landlord may thereby sustain in respect of the balance of the term of the Lease. Landlord reserves the full right, but not the obligation, to make changes to the Leased Premises of any nature whatsoever which Landlord deems appropriate and to relet all or a portion thereof at such rent, for such time, and according to such other terms, conditions, and covenants as Landlord in its sole discretion deems satisfactory. Upon such reletting, Landlord shall apply the net rentals therefrom first to the payment of Landlord's expenses incurred in recovering possession of the Leased Premises and in reletting same (including brokers' commissions); second, to the payment of any costs and expenses incurred by Landlord either for making necessary repairs to the Leased Premises or in curing any default on the part of Tenant of any provision of this Lease; and last, any remaining rent shall be applied toward the payment of rent due from Tenant under the terms of this Lease, together with interest as provided in Article 34, below; and Tenant expressly agrees to pay any deficiencies then remaining immediately following each written notice by Landlord for payment of same.

At Landlord's option, all damages may be recovered by Landlord at the time of re-taking or re-entering, if then ascertainable (including by accelerating all monthly rent); or in separate actions, from time to time, as Tenant's obligation to pay rent would have accrued if the term of the Lease had continued; or from time to time as said damages shall have been made more easily ascertainable by relettings of the Leased Premises; or such action by Landlord may be deferred until the expiration of the term of the Lease, in which latter event the cause of action shall not be deemed to have accrued until the date of the termination of said term.

All rights and remedies of Landlord herein created or reserved or otherwise existing at law or equity, are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as Landlord shall deem desirable.

**ARTICLE 24. NON-WAIVER OF PROVISIONS.** No waiver by either party of any of the provisions of this Lease shall be deemed a waiver of any other provision hereof, or any subsequent breach by the other party of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of its consent to or approval of any subsequent act. The acceptance of rent hereunder

by Landlord shall not be a waiver of any preceding breach by Tenant of other provisions of this Lease regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

The maintenance of any action or proceeding to recover possession of the Leased Premises, or any installment or installments of rent or any other monies that may be due or become due from Tenant to Landlord, shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or proceedings for the recovery of possession of the Leased Premises or of any other monies that may be due or become due from Tenant.

**ARTICLE 25. LANDLORD'S EXPENSES.**

- a) **Attorneys' Fees:** Landlord and Tenant in any court action will bear their own attorney's fees.
- b) **Other Expenses:** Whenever Landlord makes any payment on account of any obligation owed by Tenant as provided under this Lease, Tenant agrees to pay Landlord the amount paid by Landlord on account of Tenant.

**ARTICLE 26. DEFINITION AND LIABILITY OF LANDLORD AND MORTGAGE.** The term "Landlord" as used in the Lease means only the owner or mortgagee in possession at the time in question of the fee title to the Building. In the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers, the then grantor) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed; provided, however, that any funds in the possession of Landlord herein named or the then grantor at the time of such transfer in which Tenant has an interest, shall be delivered to the grantee subject to the rights of Tenant therein.

For purposes of this Lease, references to a "mortgage" or "financing" shall be deemed to include, as the case may be, a deed of trust or any other similar security instrument; and references to a "mortgagee" shall be deemed to include, as the case by be, a beneficiary under a deed of trust or any other similarly situated person or entity under any other similar security instrument.

Tenant agrees that Landlord shall have no personal liability in respect to any of the covenants, conditions or provisions of this Lease; that in the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the rents heretofore paid by Tenant as maximum dollar amount for the satisfaction of Tenant's monetary remedies.

**ARTICLE 27. RELATIONSHIP OF THE PARTIES.** Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between Landlord and Tenant, it being understood and agreed that neither the method of computing rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of landlord and tenant.

**ARTICLE 28. SECURITY DEPOSIT.** None

**ARTICLE 29. RESERVED.**

**ARTICLE 30. DAMAGE TO PROPERTY OR PERSONS.** Excepting only claims resulting from Landlord's negligence or intentional acts, Tenant hereby assumes all risk of damage or theft to property, or injury to persons in or about the Leased Premises, and Tenant hereby agrees that, to the fullest extent permitted by law, Landlord shall not be liable and waives all claims it may have against Landlord for damage to the goods, wares, merchandise, and other property of Tenant (including Tenant's business or any loss of income therefrom), Tenant's subtenants, concessionaires, and licensees, including their respective officers, employees, agents, contractors, customers, and invitees, as well as any other person in or about the Leased Premises; nor

shall Landlord be liable for injury to the person of the aforementioned people. The foregoing limitations on Landlord's liability shall apply whether such damage or injury is caused by or results from: fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause; other tenants or any other persons in the Leased Premises or elsewhere in the Building, or by occupants of property adjacent to the Building; operations in the construction of any improvements, additions, or other alterations to the Building, including the Leased Premises; and conditions arising upon the Leased Premises or upon other portions of the Building, or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is accessible to Landlord or Tenant.

#### **ARTICLE 31. ASSIGNMENT OR SUBLETTING.**

- a) Landlord's Consent Required:** Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber (collectively and individually referred to herein as "Transfers" or "Transfer", as the case may be) all or any part of Tenant's interest in this Lease, including the Leased Premises, without Landlord's prior written consent, which will not be unreasonably denied. Any attempted Transfers without Landlord's consent aforesaid shall be void and shall constitute a breach of this Lease. Any transfer of Tenant's interest in this Lease or in the Leased Premises by merger, consolidation, or liquidation, or by any subsequent change in the ownership of twenty percent (20%) or more of the capital stock of Tenant [except for intra-family exchanges among immediate family members (i.e., spouses and lineal descendants) or transactions on a national exchange] shall be deemed a prohibited assignment within the meaning of this Article; provided, however, that so long as Tenant is not in default under any of the provisions of this Lease, Tenant may assign its interest under this Lease or sublet the entire Leased Premises (but not a part thereof) to a wholly-owned corporation or controlled subsidiary of Tenant, upon prior notice to Landlord, but without its prior written consent.
- b) Information Needed Regarding Consent:** In aid of Landlord's determination whether to consent to any Transfers, but without limiting the reasons for which such consent may be withheld, Tenant, at Landlord's request, shall submit in writing to Landlord: **(i)** the name and legal composition of the proposed subtenant, assignee, or transferee, the nature of the Transfer contemplated, and the purposes of it; **(ii)** the nature of the business to be carried on in the Leased Premises in connection with the Transfer; **(iii)** the terms and conditions of the proposed Transfer; and **(iv)** current financial information as Landlord may request concerning the proposed Transfer and the proposed subtenant, assignee, or transferee. As a minimum condition to Landlord's giving of consent, any proposed assignee, subtenant, or other transferee of Tenant must assume Tenant's obligations under this Lease and deliver to Landlord an Assumption Agreement in form satisfactory to Landlord at least ten (10) days prior to the commencement/effective date of the proposed Transfer. The acceptance of rent by Landlord from any assignee, subtenant, or other transferee of Tenant shall not of itself be deemed to be an acceptance by Landlord of such assignee, subtenant, or other transferee nor a waiver of any other requirements of this Article.
- c) Right to Recapture:** In addition to Landlord's right to approve of any assignee, subtenant, or other transferee, Landlord shall have the option, in its sole discretion, in the event of any proposed Transfer, to terminate this Lease or, in the case of a proposed Transfer of less than the entire Leased Premises, to recapture the portion of the Leased Premises to be so Transferred, effective as of the contemplated commencement/effective date of the Proposed Transfer. Landlord must exercise its right to terminate or recapture as provided herein by providing Tenant with written notice of such termination or recapture within thirty (30) days after receipt of written notice from Tenant of the proposed Transfer.

In the event of recapture of only a portion of the Leased Premises, Annual Minimum Rent, Tenant's share of Operating Costs, and Tenant's share of Real Estate Taxes as adjusted shall abate proportionately. Also, Tenant, at its expense, shall discharge in full any commissions which may be due and owing as a result of the proposed Transfer, regardless of whether any portion of the Leased Premises are recaptured and rented by Landlord to the transferee of such proposed Transfer or any other tenant.

- d) **No Release of Tenant:** In no event shall any such Transfers of Tenant's interest in this Lease, including the Leased Premises, release or relieve Tenant from any obligations of this Lease except that rent and expenses if accepted by Landlord shall mitigate Tenant's obligations to the extent of such accepted rent and expenses.
- e) **Excess Rent:** In the event Tenant Transfers its interest herein for rentals and/or other consideration in amounts and/or with a value in excess of the rents and other charges provided for in this Lease, Tenant shall pay all of such excess amounts and/or values to Landlord as additional rent promptly upon Tenant's receipt of same.
- e) **Merger:** The voluntary or other surrender of the Leased Premises by Tenant regardless of whether this Lease is terminated, or the mutual cancellation of this Lease by Landlord and Tenant shall not work a merger, and shall at Landlord's sole option terminate all or any subleases, or operate as an assignment of same to Landlord. Landlord shall exercise this option by giving written notice to Tenant and all known subtenants of such termination or assignment within thirty (30) days following the date of surrender or effective date of mutual cancellation. In the event of assignment of any or all subtenancies, any such assignment shall be effective immediately upon receipt by such subtenant of Landlord's notice of assignment. In the event of termination of any or all subtenancies, any such termination shall be effective thirty (30) days following Landlord's notice of termination to any such subtenant.
- f) **Expenses:** Tenant agrees and acknowledges that (i) any Transfer would be at the request of, and to the benefit of Tenant, but not Landlord, and (ii) that Landlord would incur certain expenses arising from Tenant's pursuit of that benefit. Tenant hereby acknowledges and agrees that Tenant shall reimburse Landlord for any and all fees or other expenses, including reasonable attorney's fees and other professionals, incurred by Landlord in connection with its review of and response as a result of Tenant's request of a consent to Transfer without regard to whether or not Landlord gives such consent.

## ARTICLE 32. SURRENDER OF LEASED PREMISES AND HOLDING OVER.

- a) **Surrender of Premises:** At the termination of this Lease by the expiration of time or otherwise, Tenant shall surrender the Leased Premises in the same condition they were in upon delivery of possession thereof to Tenant (except for items Tenant is required to remove as specified herein), reasonable wear and tear excepted, and damage by unavoidable casualty excepted to the extent that the same is covered by Landlord's fire insurance policy with extended coverage endorsement; provided, however, that all damage done to the Leased Premises or other areas of the Building by Tenant, or by persons who may be in or about the Leased Premises with the consent of Tenant, shall be paid for by Tenant. Tenant shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes, and vaults, if any, in the Leased Premises. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of Tenant's occupancy subsequent to such expiration.

- b) Removal of Property:** Prior to the termination of this Lease as described in the preceding subarticle (a), Tenant shall remove any and all trade fixtures, equipment and other unattached items which Tenant may have installed, stored, or left in the Leased Premises or elsewhere in the Building, including but not limited to counters, shelving, show cases, furniture, trade fixtures which can be moved without damage to the Leased Premises or other areas of the Building, and all other property required by Landlord to be removed as specified in Article 18, above. Tenant shall not remove any plumbing or electrical fixtures or equipment, heating or air conditioning equipment, floor coverings, walls, or ceilings, all of which shall be deemed to constitute a part of the freehold and/or leasehold interest of Landlord, nor shall Tenant remove any fixtures or machinery that were furnished or paid for by Landlord (whether initially installed or replaced), or its trade fixtures which cannot be moved without damage to the Leased Premises or other areas of the Building. Notwithstanding the foregoing, Tenant may remove any improvements or fixtures provided by Tenant so long as same can be removed without damage to the leased premises or Building.

Tenant shall leave the Leased Premises in a broomclean condition. In addition, Tenant shall repair any damage to the Leased Premises caused by its removal of such fixtures and moveables. In the event Tenant does not make such repairs, Tenant shall be liable for and agrees to pay Landlord's costs and expenses in making such repairs.

- c) Abandonment of Property:** If Tenant shall fail to remove any of its fixtures and other property as provided in this Article, such property not removed shall be deemed abandoned by Tenant. Thereafter, at Landlord's option, such property shall become the property of Landlord, or Landlord may remove and store said property without liability for loss thereof or damage thereto and at Tenant's expense. In the event Landlord elects to remove and store said property, Landlord shall send Tenant written notice stating where such property is being stored.

If Tenant fails to pay the cost of storing any such property after it has been stored for a period of fifteen (15) days or more, Landlord may at its option sell, or permit to be sold, any or all of such property at public or private sale, in such manner and at such times and places as Landlord in its sole discretion may deem proper, without notice to Tenant. Proceeds of the sale shall be applied as follows: first, to the cost and expense of such sale, including attorneys' fees actually incurred; second, to the payment of the costs or charges for storing any such property; third, to the payment of any other sums of money which may then be or thereafter become due Landlord from Tenant under any of the provisions of this Lease; and fourth, the balance, if any, to Tenant.

- d) Holding Over:** If Tenant shall continue to remain in possession of the Leased Premises following termination of this Lease as described in the preceding subarticle (a), regardless of whether such possession is with the consent or acquiescence of Landlord, such tenancy shall be deemed to be that of a tenancy-at-will and in no event from month-to-month or from year-to-year, and no extension or renewal of this Lease shall be deemed to have occurred by such holding over. Such tenancy-at-will shall be subject to all the terms, covenants, and conditions of this Lease applicable thereto, including the payment of all rent and other charges, except that minimum rent during the hold-over period shall be ~~four-thirds (4/3)~~ <sup>one and one-half</sup> times the Minimum Annual Rent payable for the month immediately preceding the aforementioned termination, or such other amount as Landlord may specify in writing to Tenant; said minimum rent and other charges shall be prorated and due daily—provided, however, if Landlord sends a Notice to Quit the Tenancy either before or after the written lease termination date, Tenant shall deliver the premises to Landlord on the required date and, upon its failure to do so, in addition to being subject to Forcible Entry and Detainer, Tenant shall be liable for double rent times the minimum Annual Rent payable for the month immediately preceding the aforementioned termination.

**ARTICLE 33. RESERVED.**

**ARTICLE 34. INTEREST.**

Any amount due to Landlord not paid when due shall bear interest thereafter at one and one-half percent (1 1/2%) per month so long as any amount due Landlord from Tenant remains unpaid.

**ARTICLE 35. LATE PAYMENTS / RETURNED CHECKS.** Tenant hereby acknowledges that late payment by Tenant of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Tenant therefore agrees that if any installment of rent or other sum due Landlord from Tenant is not received by Landlord within ten (10) days from the date it is due, Tenant shall pay Landlord a late charge equal to ten cents (\$0.10) for every dollar (or portion thereof) not received by Landlord within said ten (10) day period. In addition, Tenant shall pay Landlord a charge of eighty-five Dollars (\$85.00) for any returned check.

**ARTICLE 36. CONSENTS.** With respect to any provision of this Lease which either provides or is held to provide that Landlord shall not unreasonably withhold or unreasonably delay any consent or approval, Tenant shall not be entitled to make any claim for, and Tenant hereby expressly waives, any claim for damages caused by any unreasonable withholding or delay in Landlord's giving such consent or approval, it being understood and agreed that Tenant's sole remedy therefor shall be an action for specific performance.

**ARTICLE 37. WAIVER OF RIGHT OF REDEMPTION.** Tenant hereby expressly waives any and all rights of redemption conferred by statute or otherwise.

**ARTICLE 38. NOTICES.** Whenever notice shall or may be given to either of the parties by the other, each such notice shall be in writing and: served personally; sent by registered, certified, or overnight express mail, postage prepaid, return receipt requested; or sent by Federal Express, United Parcel Service, DHL, or other comparable private courier, second day delivery or less, with all delivery fees prepaid (or adequate arrangements are made for billing same to the sender), and signature of recipient required. All notices shall be sent to the respective addresses of the parties as contained herein or to such other address as either party may from time to time designate in writing to the other. Any notice under this Lease shall be deemed to have been given at the time it is personally served, placed in the mails with sufficient postage prepaid, or received by the private courier with all delivery fees paid or adequately provided for.

**ARTICLE 39. BROKER.** There is no Broker involved with this Lease.

**ARTICLE 40. MEMORANDUM OF LEASE.** Tenant agrees that the only document that it may record in the Recorder's Office shall be a Memorandum of Lease approved by Landlord.

**ARTICLE 41. ESTOPPEL CERTIFICATES.** At any time and from time to time, Tenant agrees, upon request in writing from Landlord, to execute, acknowledge, and deliver to Landlord a statement in writing:

- a) Certifying that this Lease is unmodified and in full force and effect, or if there has been a modification, a statement setting forth the modification and that the Lease as modified is in full force and effect, and the date to which all rent and other charges have been paid;
- b) Acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord, or specifying such defaults if any are claimed; and
- c) Setting forth the date of commencement of rents (including any increases thereof) and the expiration date of the Lease Term.

Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of all or any portion of the Building, including the Leased Premises.

**ARTICLE 42. RESERVED.**

**ARTICLE 43. EASEMENT FOR PIPES.** Tenant shall permit Landlord (or its designees) to erect, use, maintain, and repair pipes, cables, conduits, plumbing, vents, and wires in, to, and through the Leased Premises, as and to the extent that Landlord may now or hereafter deem necessary or appropriate for the proper operation and maintenance of the Building and any portion thereof. All such work shall be done, so far as practicable, in such manner as to avoid interference with Tenant's use of the Leased Premises.

**ARTICLE 44. CHOICE OF LAW AND VENUE.** This Lease shall be governed by the laws of the State of Illinois. Venue for any action or proceeding brought under this Lease shall be in Kane County, Illinois.

**ARTICLE 45. PROVISIONS SEVERABLE.** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

**ARTICLE 46. CAPTIONS.** The captions contained in this Lease are only for the convenience of the reader, and are not to be used to define, limit, describe, or construe the terms and conditions of this Lease.

**ARTICLE 47. GENDER.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

**ARTICLE 48. BUILDING NAME.** Landlord reserves the right at any time and from time to time to change the name of the Building and to change the address or designation of the Leased Premises or the building in which the Leased Premises are located.

**ARTICLE 49. LANDLORD'S OR TENANT'S INABILITY TO PERFORM (FORCE MAJEURE).** Whenever a period of time is hereby prescribed for action to be taken by either party hereto, that party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations, or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of that party; provided, however, that in the event of any such delay by either party, Tenant's obligation to pay rent and other charges due under this Lease shall not be impaired or excused.

**ARTICLE 50. TIME OF ESSENCE.** Time is of the essence of this Lease and each of its provisions.

**ARTICLE 51. RESERVED**

**ARTICLE 52. ENTIRE AND BINDING AGREEMENT.** This Lease, including all attachments hereto, contains the entire agreement of the parties hereto, and no representations, promises, or agreements, oral or otherwise, made by or between the parties (or any of their representatives, actual or purported) not contained herein shall be of any force and effect. Tenant specifically acknowledges and agrees that neither Landlord nor its agents, if any, have made any representations or promises with respect to the Leased Premises or the making or entering into this Lease except as specifically set forth herein.

Neither this Lease nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by instrument in writing executed by Landlord and Tenant.

The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective personal representatives, executors, administrators, heirs, successors, and assigns, except as may be otherwise expressly provided in this Lease.

**Submission of this Lease by Landlord to Tenant for examination shall not bind Landlord in any manner, and no lease, contract, option, agreement to lease, or other obligation of Landlord shall arise until this Lease is signed by Landlord and delivered to Tenant.**

**[SIGNATURE PAGE TO FOLLOW]**



Exhibits to follow:

- 1 Legal Description
- 2 Building and Leased Premises
- 3 Common Area and Facilities
- 4 Rules and Regulations
- 5 Landlord Work plans and Specifications

Exhibit 1: Legal Description

Lease for Retail Space Dated \_\_\_\_\_, 2014

**LANDLORD:** SCHERMERHORN COMMERCIAL REAL ESTATE, LLC. as agent and not individually for the VILLAGE OF HANOVER PARK, Owner of Hanover Square

**TENANT:** Elgin Community College District 509

**PARCEL 1:**

**LOT 'A' AND THAT PART OF VACATED PARK AVENUE LYING SOUTH OF THE SOUTH LINE OF WALNUT STREET AND NORTH OF THE NORTH LINE OF MAPLE AVENUE TAKEN AS A TRACT, ALL IN HANOVER PARK ESTATE, A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID TRACT THE EAST 110 FEET OF THE NORTH 128 FEET ALSO EXCEPTING THE EAST 150 FEET OF THE SOUTH 400 FEET), IN COOK COUNTY, ILLINOIS.**

**PARCEL 2:**

**THE EAST 150 FEET OF THE NORTH 250 FEET OF THE SOUTH 400 FEET OF LOT 'A' AND THAT PART OF VACATED PARK AVENUE LYING SOUTH OF THE SOUTH LINE OF WALNUT STREET AND NORTH OF THE NORTH LINE OF MAPLE AVENUE WHICH LIES EAST OF AND ADJOINING SAID LAND TAKEN AS A TRACT, ALL IN HANOVER PARK ESTATE, A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

Exhibit 2: Building and Leased Premises

Lease for Retail Space Dated \_\_\_\_\_, 2013

**LANDLORD:** SCHERMERHORN COMMERCIAL REAL ESTATE, LLC, as agent and not individually for the VILLAGE OF HANOVER PARK, Owner of Hanover Square

**TENANT:** Elgin Community College District 509

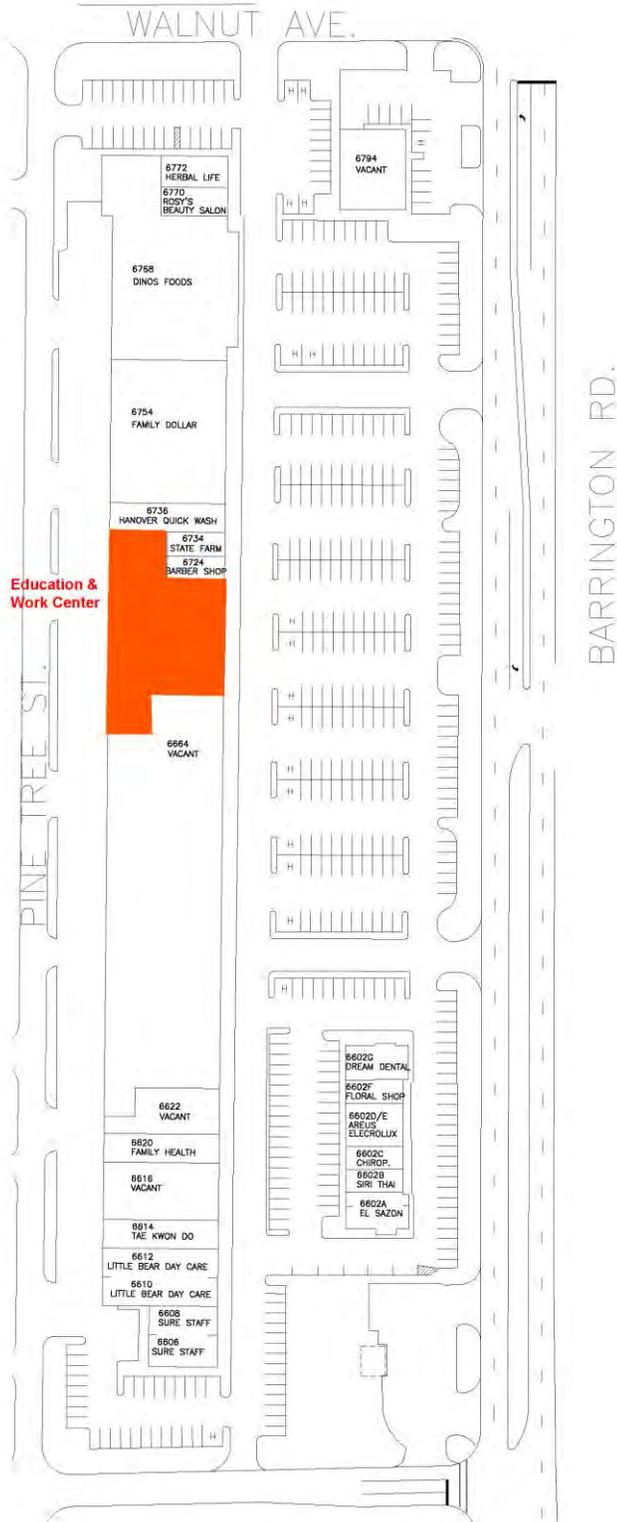


Exhibit 3: Common Area and Facilities

Lease for Retail Space Dated \_\_\_\_\_, 2013

**LANDLORD:** SCHERMERHORN COMMERCIAL REAL ESTATE, LLC. as agent and not individually for the VILLAGE OF HANOVER PARK, Owner of Hanover Square

**TENANT:** Elgin Community College District 509

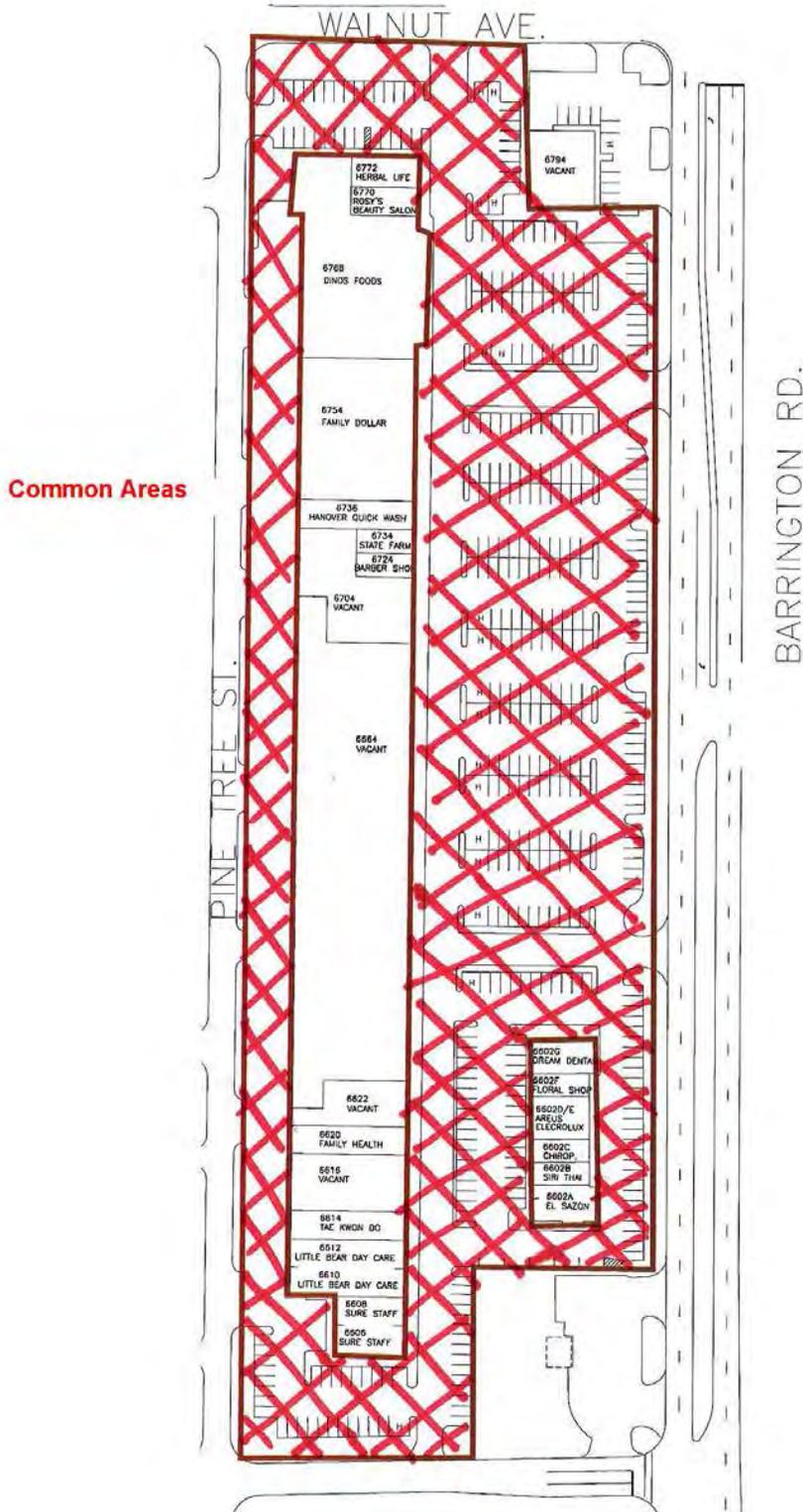


Exhibit 4: Rules and Regulations

Lease for Retail Space Dated \_\_\_\_\_, 2013

**LANDLORD:** SCHERMERHORN COMMERCIAL REAL ESTATE, LLC. as agent and not individually for the VILLAGE OF HANOVER PARK, Owner of Hanover Square

**TENANT:** Elgin Community College District 509

**EXHIBIT 4**

**RULES AND REGULATIONS**

- a) All deliveries to or from the Leased Premises shall be done only at such times, in the areas, and through the entrances designated by Landlord for such purpose.
- b) All garbage and refuse shall be kept inside the Leased Premises or placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord provides or designates a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant, at its sole expense shall remove any of Tenant's refuse and garbage from all Common Areas and Facilities, as well as any other areas of the Building. All garbage shall be disposed of according to any and all applicable laws regulating same.
- c) No aerials, satellite dishes, or other devices shall be erected or otherwise placed upon the roof or exterior walls of the Leased Premises or any other area of the Building without first obtaining in each instance Landlord's prior written consent. Any such device installed or otherwise placed upon any of said areas without Landlord's prior written consent shall be subject to removal at any time without notice to Tenant and at Tenant's expense, which shall include the patching of any penetrations made into the Building.
- d) Tenant shall use the plumbing facilities only for the purposes for which they are constructed; no foreign substance of any kind shall be placed therein, and the expense of any leakage, stoppage, or damage resulting from a violation of this provision shall be paid by Tenant.
- e) Tenant, at its expense, shall contract for any pest extermination services covering the Leased Premises, to be rendered as needed as determined by Landlord.
- f) Tenant shall keep any display windows or signs in or on the Leased Premises well lighted during such hours and days that are the usual and customary operating hours of Tenant.
- g) Tenant, at its expense, shall participate in any reasonable window cleaning program that may be established by Landlord for all or substantially all other stores in the Building.
- h) Tenant shall not take any action which would violate Landlord's labor contracts (if any) affecting the Building; create any work stoppage, picketing, labor disruption or dispute, or otherwise interfere with the business of Landlord or any other tenant or occupant in the Building interfere with the rights and privileges of any customers or other persons lawfully in and upon the Building; or impair or reduce the goodwill of the Building.
- i) Tenant shall not perform any act or carry out any practice which may damage, mar, or deface the Leased Premises or any other part of the Building.

- j) Tenant shall not use any forklift truck, tow truck, or other powered machine for handling freight in the Building except in such manner and in those areas as may be approved by Landlord in writing.
- k) Tenant shall not install, operate or maintain in the Leased Premises or any other area of the Building any electrical equipment which does not bear underwriter's approval, or which would overload the electrical system (or any part thereof) beyond its capacity for proper and safe operation as determined by Landlord.
- l) Tenant shall not suffer, or allow, or permit any vibration, noise, light, odor, or such other effect emanate from the Leased Premises which, in Landlord's sole determination, unreasonably interferes with the safety, comfort, and convenience of Landlord or any other tenant in the Building, including their respective customer's, agents, invitees, and any others lawfully in or upon the Building. If Landlord determines that there is an unreasonable disturbance, it shall provide Tenant with written notice thereof, and Tenant, at its expense, shall immediately following said notice either cease the activity causing said disturbance or take such action as is necessary to eliminate the disturbance (e.g., provide adequate insulation).
- m) Tenant at its expense agrees to keep its loading areas, if any, and the sidewalks immediately adjoining the Leased Premises free from trash, litter, or obstructions; in addition, if the Leased Premises opens onto an outside area, assist in keeping said outside area (including sidewalks) immediately adjoining the Leased Premises free from ice and snow including de-icing. Smoking is not allowed on the sidewalk in front of the store, smoking is permitted for Tenant's and its employees behind the store.
- n) Provided there is no substantial material adverse impact on Tenant, Landlord may designate, with Tenant's written consent, which consent shall not be unreasonable withheld, specific areas in which cars owned by Tenant, its permitted subtenants, concessionaires, licensees, officers, employees, agents, customers, and invitees must be parked; Tenant shall upon request furnish to Landlord the license numbers and description of the vehicles operated by Tenant and its permitted subtenants, concessionaires, licensee, officers, employees and agents, not including students.

Exhibit 5: Landlord Work Plans and Specifications

Lease for Retail Space Dated \_\_\_\_\_, 2013

**LANDLORD:** SCHERMERHORN COMMERCIAL REAL ESTATE, LLC. as agent and not individually for the VILLAGE OF HANOVER PARK, Owner of Hanover Square

**TENANT:** Elgin Community College District 509

**Education and Work Center  
Hanover Square Shopping Center  
Exhibit 5 - Work Scope Description  
January 13, 2014**

**Work by Landlord**

- Construct walls and rooms based upon floor plan attached to lease as part of Exhibit 5
  - Includes paint grade birch (or equal) doors as shown on plan and inclusive of standard commercial grade hardware
  - Hinges, closer, wall bumper, and privacy lever set (any other hardware by tenant)
  - Classroom walls are to be built to the ceiling grid and insulated. Insulation will also be installed above ceiling to 2' of either side of walls separating classrooms
  - ADA and code compliant toilet rooms with standard painted steel toilet partitions or approved equal and toilet accessories
    - Includes ceramic tile floor and base (\$10/square foot installed allowance)
    - Toilet accessories limited to toilet paper holders, grab bars, mirrors, and paper towel holders
  - Exterior doors that are not to be reused are to be secured and abandoned in place with one door at the rear of the space welded shut and one door at the front of space locked in place and identified with signage/lettering indicating "Not an Exit/Entrance" as code allows
- Power outlets (inclusive of wiring) and data junction boxes (no wiring) based upon floor plan and power requirement document included in this Exhibit 5
- HVAC system based upon one ton of cooling per 350 square feet of floor area
- One exhaust fan in each toilet room and one supplemental exhaust fan to service data closet and mop sink (three total)
- Complete acoustical ceiling grid and tile throughout space at 10' above finish floor with standard 2'x4' acoustic tile and standard 2'x4' lay-in light fixtures
- Modify existing storefront doors in existing location to accommodate new double doors and construct new vestibule with automatic operators on the four (4) doors
  - No other modifications to storefront are included
- Supply and install 10 fire extinguishers
- Modify existing sprinkler system to accommodate new wall lay-out with standard design densities
  - No Factory Mutual design requirements included or required
- Fire alarm work for minimum code required system
- Paint all walls with standard commercial grade paint (Sherwin Williams or equal)
- Supply and install carpet tile in all classrooms, office areas, and common area (\$2.75/square foot installed allowance)
- Apply standard clear concrete floor sealer in data room and adjacent storage area

**Work by Tenant**

- Supply and installation of fixtures, furnishings, and equipment
- Low voltage phone/data wiring, terminations, and equipment
- Security system(s)
- Projectors, computers, podiums, etc.
- Plans, permitting, and any associated fees for any work performed by Tenant

**Education and Work Center**  
**Hanover Square Shopping Center**  
Exhibit 5 - Data & Power Requirements  
January 13, 2014

**102**

- Double data in ceiling (no box)
- ¼" water line stubbed from wall adjacent to toilet room for coffee machine
- 3 x duplex outlets for vending machines

**103, 104, 106, and 107**

- 1 x Double data for podium
- 1 x Quad box for podium A/V signaling
- 1 x Quad power for podium
- 1 x Double data in ceiling for projector (no box)
- 1 x Quad power in ceiling for projector

**105**

- Wire mold on three walls for U-shaped lay-out to accommodate 25 computers
- 1 x Double data for podium
- 1 x Quad box for podium A/V signaling
- 1 x Quad power for podium
- 1 x Double data in ceiling for projector (no box)
- 1 x Quad power in ceiling for projector

**108**

- Wire mold to accommodate 16 computers and two other work stations (staff & ADA)
- Duplex outlet every 3' on center for walls that do not receive wire mold
- 3 x phone
- 1 x fax

**111**

- 4 x Double data for work stations
- 4 x Quad power for work stations
- 1 x Double data for copy machine
- 1 x Duplex power for copy machine

**112**

- 2 x Quad data
- 2 x Quad power

**113**

- 1 x Double data
- 1 x Quad power

**114**

- 2 x Double data
- 2 x Quad power

**115**

- 3 x Double data
- 2 x Quad data

**118**

- 1 x phone

**119 (Data Closet)**

- 1 x 220V/30amp circuit
- 2 x Quad power

**120**

- 1 x Double data

**General Note**

- Landlord will supply conduit and boxes in wall only with any data/phone/security/etc. cabling, terminations, etc. by Tenant
- Cabling installed by Tenant above ceiling in plenum will be run open air with no conduit supplied by Landlord
- In addition to specific power requirements above, supplemental duplex outlets will be installed per code in walls

THESE DRAWINGS AND SPECIFICATIONS ARE THE CONFIDENTIAL AND PROPRIETARY PROPERTY OF SOOS & ASSOCIATES, INC. AND SHALL NOT BE COPIED OR REPRODUCED WITHOUT WRITTEN AUTHORIZATION. THE CONTRACT DOCUMENTS WERE PREPARED FOR USE ON THIS SPECIFIC SITE IN CONJUNCTION WITH ITS ISSUE DATE AND ARE NOT SUITABLE FOR USE ON A DIFFERENT SITE OR AT A LATER TIME. USE OF THESE DRAWINGS FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OF SOOS & ASSOCIATES, INC. REPRODUCTION OF THE CONTRACT DOCUMENTS FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED.

ILLINOIS DESIGN FIRM # 184003287

Client  
**ICS**  
 21675 Gateway Road  
 Brookfield, WI 53045

Project  
**WORKFORCE**  
 HANOVER SQUARE  
 6704 BARRINGTON ROAD  
 HANOVER PARK, IL 60133

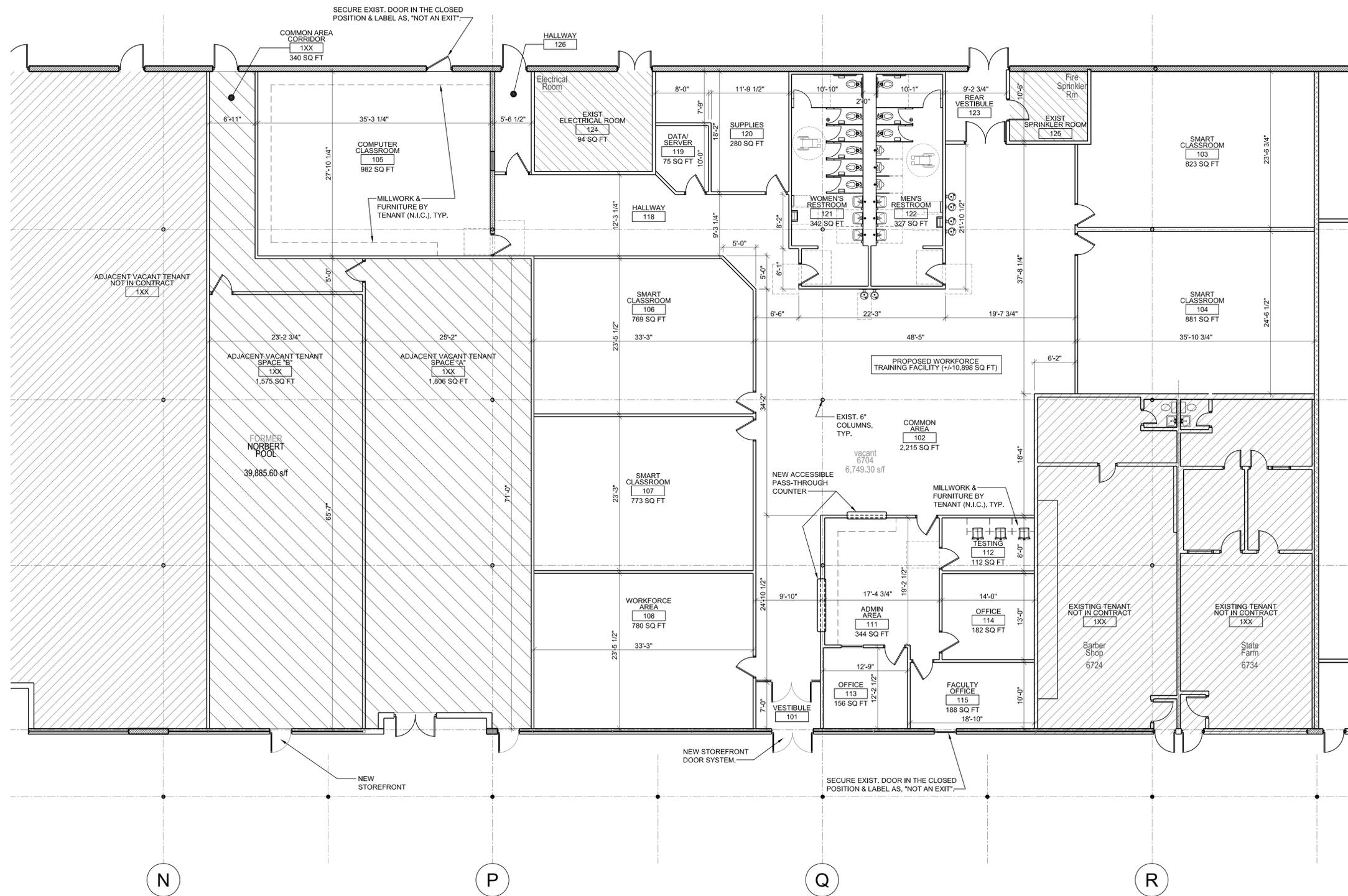
Consultant

No.	Issue	Date
	MULTIPLE RESTROOM UPDATES	03-04-2014
	PLAN UPDATES	02-24-2014
	PLAN UPDATES, PER VILLAGE	01-17-2014
	UPDATE STOREFRONT LAYOUT	07-12-2013
	CLIENT REVIEW	05-30-2013
	CLIENT REVIEW	05-01-2013
	CLIENT REVIEW	04-22-2013

Seal  
**PRELIMINARY DRAWINGS**  
 Date FEBRUARY 15, 2013  
 Job Number 13 SA 020  
 Drawn  
 Checked  
 Approved  
 Title

**PRELIMINARY FLOOR PLAN**

Sheet  
**A210-FP8**



**1 PARTIAL FLOOR PLAN**  
 1/8" = 1'-0"

**INTERGOVERNMENTAL AGREEMENT BETWEEN COMMUNITY COLLEGE DISTRICT 509 (ELGIN COMMUNITY COLLEGE), COMMUNITY COLLEGE DISTRICT 512 (WILLIAM RAINEY HARPER COLLEGE), THE CHICAGO COOK WORKFORCE PARTNERSHIP AND THE VILLAGE OF HANOVER PARK.**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the “IGA”), entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Board of Trustees of Illinois Community College District No. 509, known as Elgin Community College (hereinafter “ECC”), the Board of Trustees of Illinois Community College District No. 512, known as William Rainey Harper College (hereinafter “Harper” and both ECC and Harper collectively hereinafter the “Colleges”), the Chicago Cook Workforce Partnership, an Illinois not for profit corporation (hereinafter “The Partnership”) and the Village of Hanover Park, an Illinois municipal corporation (hereinafter the “Village”), each individually referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, the Chicago Cook Workforce Partnership is organized as an Illinois nonprofit corporation, qualified under the Internal Revenue Code as a Section 501(c)(3) organization and is led by a Board of business and civic leaders; and

WHEREAS, Community College District 509 (“ECC”) and Community College District 512 (“Harper”) are bodies of Corporate and Politic organized as Community Colleges pursuant to the Constitution of the State of Illinois and the Public Community College Act, 110 ILCS 805/1-1, et. Seq.; and

WHEREAS, the Village is an Illinois municipal corporation and the Village and the Colleges desire to promote and publicize the educational opportunities and provide a safe and secure environment for classes to be provided by the Colleges at the Education and Work Center for the benefit of the residents of the Village as hereinafter set forth; and

WHEREAS, Article VII of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1et.seq., provide that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State including units of local government and Community Colleges which may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power of function, in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village is a community facing numerous challenges, including a high unemployment rate, an increasingly diverse population, limited transportation services, and division into multiple counties, townships, school districts, and community college districts. As the Chicago Metropolitan Agency for Planning (CMAP) recommends, there is a need to pursue efficiencies through increased coordination, communication, and consolidation of local services, if a sustainable future is to be secured for the region. It is critical that local governments on all

levels find new ways to partner and share costs to provide increased access to their programs in a more cost efficient way; and

WHEREAS, the Village and the surrounding community needs access to adult basic and secondary education, English as a Second language instruction, unemployment services, and educational planning assistance, a consolidated Community College Extension Site (the "Education and Work Center") is proposed, wherein two community colleges (ECC and Harper ) and the Partnership come together in a creative partnership; and

WHEREAS, the Board of Trustees of Harper and ECC and the governing Board of the Partnership have determined that an Education and Work Center in the Village involving support and services provided by ECC, Harper and the Partnership be created to minimize costs and deliver necessary services to the residents of Hanover Park

WHEREAS, a location has been identified by the Village to develop for the provision of an Education and Work Center to offer adult basic and secondary education services, English as a Second Language instruction, unemployment services, and educational planning assistance. The Education and Work Center is located in the Hanover Square Shopping Center at 6704 Barrington Road in Hanover Park, Illinois, purchased by the Village in late 2011, consists of a space therein of approximately 10,000 square feet. A proposed lease agreement between Schermerhorn Commercial Real Estate LLC, agent for the Village, and ECC (the "Lease") contains the express terms and conditions for the use and occupancy of the Education and Work Center; and

WHEREAS, The Illinois Community College Board (ICCB) granted approval in August 2011 for ECC and Harper to jointly offer adult education classes within Hanover Park, with ECC being the lead agency. This approval was necessary, as a community college may not offer services outside its district, and the proposed Education and Work Center is currently located within ECC's district boundaries. The ICCB's approval is contingent on the acceptance of the arrangement by Area Planning Council 512 and 509 (the "APC") within Harper's and ECC's respective districts, each of which APC confirmed approval in November 2011. The ICCB further stated that restricted, Adult & Family Literacy grant funds, should be used to support the cost of instruction offered by each college. In this case, the colleges are approved to serve students from either district within adult education classes at the Education and Work Center. Should a college prefer to use unrestricted dollars to support the cost of instruction, each college must code and report each student as in or out of district within their college reporting system; and

WHEREAS, unrestricted dollars were approved to support all other costs associated with the project. The ICCB agreement provides approval for Harper to offer adult education services only at the Hanover Park Education and Work Center and at no other location within ECC's district, and Harper will not become a member of Area Planning Council #509. Harper will not apply for adult education grant funding within ECC's district, and ECC will not apply for adult education grant funding in Harper's district.

NOW, THEREFORE, upon the consideration of the mutual promises herein, it is hereby agreed as follows:

ARTICLE I  
GOVERNANCE AND OPERATIONS

1. The above recitals are hereby incorporated by reference and made a part hereof.
2. Governance. Two designees from ECC, two from Harper, and one from the Partnership will constitute an advisory board for the Center (the “Extension Advisory Board”), holding meetings at least quarterly for decision-making regarding the site’s operations, finances, and offerings. This group will convene more frequently at the request of any party, if needed, to resolve differences between partner agencies. ECC will be responsible for convening such meetings of the Extension Advisory Board. In the event the Extension Advisory Board is unable to resolve any issue before them, such matters shall be referred to the respective College presidents. The two designees from each of ECC and Harper will include a fiscal representative and an administrator from the adult education division. Minutes will be produced by ECC for all Advisory Board meetings.
3. Staffing:
  - a. The costs of salary and benefits for the following positions will be borne equally by ECC and Harper:
    - i. One (1) full-time site director
      1. Responsibilities include supervision of employees, overall coordination and scheduling of available services, budget management, operational supervision of the facility, marketing and recruitment efforts, serving as the liaison between the partner agencies, and direct delivery of services to students, including testing, intake, advising, placement, and registration.
    - ii. One (1) full-time and one (1) part-time Enrollment and Transition Coordinator
      1. Responsibilities include assisting with overall program coordination and providing personalized assistance to residents, including testing, intake, advising, placement, and registration.
  - b. Job descriptions for the Director and Enrollment and Transition Coordinators will be jointly developed and approved by ECC and Harper. A representative from Harper will serve on the hiring committees for all three employees but such employees shall be employees of ECC.
  - c. Residents requiring assistance from the Illinois workNet Center will be referred to on-site workNet personnel, who will be financially supported by the Partnership. These personnel will provide job search assistance, link residents to training opportunities, and determine if residents may be eligible for further tuition/training assistance. Illinois workNet personnel are not employed nor supervised by ECC.

- d. As the lead agency and fiscal agent, ECC will be responsible for hiring, paying, supervising, and evaluating the Director and Enrollment and Transition Coordinators and such personnel shall be deemed employees of ECC for all purposes. Each college will be responsible for the hiring, supervision, and evaluation of their own faculty.
- e. The personnel of the parties to the IGA will not for any purpose be considered employees or agents of each other's organizations and each party will assume full responsibility for the actions of its personnel while performing services under this IGA, and shall be solely responsible for their supervision, daily direction and control, payment of salary and benefits unless otherwise stated in this IGA.

4. Programs and Services:

- a. ECC and Harper will coordinate the delivery of adult education classes. Both colleges intend to offer a full range of adult education courses, based on the identified need in the Village. Courses may include any of the adult education courses approved by the ICCB and may change each semester, based upon local demand. Harper College will offer all daytime classes, while ECC will offer evening classes. This arrangement will be re-visited annually to ensure enrollment is equitably distributed throughout day and evening hours and to discuss any necessary changes to programming.
- b. Class schedules will be set at the discretion of each college within the above framework including the number of weeks per session, the number of credit hours per course, and open versus fixed entry status. Course offerings will be set at the discretion of each college, although they must be approved by the Extension Advisory Board and should follow the guidelines set forth by the ICCB.
  - i. All courses offered will be classified as adult education courses and will be offered tuition-free to residents of both District 512 and 509.
  - ii. Any courses not previously approved as adult education courses by the ICCB must be agreed to by the Extension Advisory Board and must be approved to be offered at the Education and Work Center by the ICCB.
- c. The Education and Work Center will serve as an Illinois workNet Portal and Program center, where unemployed residents may receive local assistance through the Partnership.
- d. Enrollment and Transition Coordinators and/or the Director will work with residents to identify necessary services and connect them to on-site services offered by either college or assist with connecting them to their local community college, including assistance with college applications and completion of financial aid forms. These individuals will offer student intake, testing, placement, and registration services for students enrolling in either adult education program.
- e. All student registrations will be batch registered into Banner for Harper and

Datatel for ECC. The Director and Coordinators will not be responsible for entering any student information into these two systems but will prepare all registration and enrollment materials for pick-up. Each college is responsible for sending staff out to the Center to pick up batch registrations and to deliver mail to respective employees, without any charge to the shared budget.

- f. The Director and Coordinators must be given data entry level access within the Illinois Community College Board's statewide data collection system, DAISi, for both Harper and ECC. These employees will be responsible for the entry of all data into the appropriate DAISi system and ensure accuracy of data recorded. In some cases, faculty members may be responsible for their own daily attendance entry into DAISi, but these employees will be responsible for ensuring all data has been entered in a timely and accurate fashion and will maintain student files for each college. Such personnel must be approved by ECC Human Resources and background-checking processes prior to being given data entry access for both institutions.
- g. Staff and faculty will follow the code of conduct and procedures for their respective employer, Harper or ECC.
- h. Proposed site hours of operation:
  - Monday-Thursday, 8:00 a.m. - 9:30 p.m.; Friday 8:00 a.m. - 5:00 p.m.
  - \*Note that the Education and Work Center will be closed for 10-11 Friday's during the summer months, in accordance with ECC's calendar.
- i. The Center will be closed in accordance with days of closure for ECC which will be communicated by ECC in advance to Harper College and the Partnership.

## ARTICLE II OPERATIONS AND COSTS

- 1. Construction Costs:
  - a. Construction details for the "build out" of the Education and Work Center shall be as set forth in the Lease and the responsibility for the costs shall be as set forth in the Lease.
  - b. All parties are subject to the terms and conditions of the Lease, where applicable.
  - c. The cost of construction of improvements not provided for in the Lease that provide a common benefit to ECC and Harper and that are mutually approved by both ECC and Harper shall be a shared cost between ECC and Harper.
- 2. Operations:
  - a. ECC shall be the lead agency between ECC and Harper and shall be responsible for the normal and customary administrative activities of a community college to be conducted at the Education and Work Center, including but not limited to purchasing, record keeping, insurance coverage, records retention, the dissemination of marketing materials jointly approved by the Colleges,

accounting for all funds received in support of the Education and Work Center and keeping the books and records for all operations, excluding personnel under the control and supervision of Harper or the Illinois workNet Center.

- b. The operational costs of the Education and Work Center shall be as provided in the Budget attached hereto as Exhibit I unless modified by mutual agreement of the Colleges.
- c. The proposed Education and Work Center will be budgeted and funded on a three-year pilot basis by ECC and Harper.
- d. The costs and usage of programs and services will be evaluated from time to time by the Colleges, not less often than annually.
- e. Overall, operational costs for elements specified in Exhibit I may not exceed the annual total identified, although line item expenditures may vary.
- f. All costs included within Exhibit I will be borne equally by Harper and ECC. This includes the cost of testing materials, regardless of which tests are utilized by each institution or how many tests are administered in the day versus evening.
- g. The Partnership will not be required to pay rent or utilities, however, the Partnership will provide staffing to operate the on-site Illinois workNet Center and financially support computer purchases for the Illinois workNet Center area.
- h. The cost of furnishings, fixtures, equipment and miscellaneous personal property acquired during the time the Education and Work Center is operational, shall be a shared expense between ECC and Harper where the expense is itemized in the Budget. Upon termination of this IGA (“Event of Termination”) such furnishings, fixtures, equipment and miscellaneous personal property shall be divided equally between ECC and Harper either “in kind” or through the proceeds of liquidation. Property allocated either to ECC or Harper pursuant to this paragraph shall be held and disposed of under the respective College’s disposition of property process. Any furnishings, fixtures or equipment purchased by Harper using the \$200,000 in grant funds they received from DCEO shall remain the sole property of Harper during the term of this agreement and upon termination of the IGA.
- i. Furnishings, fixtures, equipment and miscellaneous personal property acquired solely by one party for use in its programs shall remain the property of that party in the Event of Termination.

### ARTICLE III VILLAGE SUPPORT CONTRIBUTION

1. Notwithstanding any other Article or provision of this IGA, the only Article or provision of this IGA which is applicable to or effect the Village are contained solely in this Article III. No provision of this IGA in any way alters, modifies, limits, expands, diminishes or effects the Lease or any of its provisions or terms by and between the Village and ECC concerning the Education and Work Center located in the Hanover Square Shopping

Center at 6704 Barrington Road, Hanover Park, Illinois, consisting of approximately 10,000 square feet.

2. Marketing and Promotion of the College Offerings. The College will regularly provide to the Village information concerning class offerings, schedules, registration procedures, eligibility requirements and the like for College course offerings at the Education and Work Center. The Village agrees to:
  - a. Advertise and promote the class offerings of the College at the Education and Work Center through its communications distributed to Village residents including the newsletter known as the Hi-Lighter, both in the print and electronic media and in any other publications or communications regularly distributed by the Village to its residents.
  - b. Advertise and promote the class offerings on the Education and Work Center by causing notices of such offerings produced by the College to be posted prominently within public buildings under the ownership or control of the Village.
3. Security: The Village shall provide a visible police presence and assist with traffic control when necessary for the Education and Work Center during the regular hours of operation

#### ARTICLE IV MISCELLANEOUS

1. Term of IGA: This IGA shall terminate upon the termination of the Lease unless earlier terminated or extended by mutual consent of ECC and Harper.
2. Jurisdiction. Any action to enforce the terms of this IGA shall be brought in Cook County, Illinois, if initiated against Harper or the Partnership, and Kane County, Illinois, if initiated against ECC. The prevailing party shall be entitled, as part of any judgment, to all reasonable attorneys' fees and cost incurred by it in enforcing the terms and provisions of this IGA.
3. Mutual Cooperation. Each party shall extend such cooperation necessary to effectuate the intent and terms of this IGA.
4. Statutory Amendment. If the State General Assembly amends the Public Community College Act (110 ILCS 805) subsequent to the execution of this IGA in a manner which affects the ability of the Parties to perform hereunder, the Parties agree either to amend this IGA accordingly or, in the event the parties are unable to mutually agree to such an amendment, to terminate this IGA. The Parties agree to notify each other in the event either Party becomes aware of any such proposed legislation.
5. Binding Effect; Benefits. This IGA shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this IGA to the contrary, nothing in this IGA, expressed or implied, is

intended to confer on any person other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this IGA.

6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
7. Headings. Headings of the Sections of this Agreement are for the convenience of the parties only and shall be given no substantive or interpretive effect whatsoever.
8. Severability. Each section, clause, provision or part of this IGA shall be severable from each other, and, if for any reason any section, clause, or provision or part is illegal, invalid, unenforceable, or inoperative, such illegal, invalid, unenforceable, or inoperative provision shall not prejudice or in any way affect the validity or enforceability of any other section, clause, provision or part hereof. It is the intention of this IGA that if any provision herein is found to be illegal, invalid, unenforceable, or inoperative as written, such provision be construed or modified so as to be valid and enforceable to the fullest extent possible. In lieu of each illegal, invalid, unenforceable or inoperative provision, there shall be added automatically, as part of this IGA, a provision similar in terms of such illegal, invalid, unenforceable, or inoperative provision as may be possible and as shall be legal, valid, enforceable, and operative.
9. Drafting. The Parties acknowledge and confirm that each of their respective attorneys have participated jointly in the review and revision of this IGA and that it has not been written solely by counsel for one party. The parties hereto therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.
10. Notices. Notices under this IGA shall be delivered by certified mail or by courier services. All notices given shall be as follows:

Elgin Community College:

Board of Trustees of Community College District No. 509  
Attn: College President  
1700 Spartan Drive  
Elgin, IL 60123

With a copy to:

Early, Tousey, Regan & Wlodek  
Attn: John F. Early & John E. Regan  
2400 Big Timber Road, Suite 201A  
Elgin, IL 60124

William Rainey Harper College:

Board of Trustees of Community College District No. 512  
Attn: College President  
1200 W. Algonquin Rd.  
Palatine, Il. 60067

Chicago Cook Workforce Partnership

69 W. Washington  
Suite 2860  
Chicago, Il. 60602

In Witness Whereof, the parties have by their duly authorized representatives, set their signatures in assent to this AGREEMENT, as of the date first above written.

COMMUNITY COLLEGE DISTRICT NO. 509

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print name)

President

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

COMMUNITY COLLEGE DISTRICT NO. 512

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print name)

President

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

VILLAGE OF HANOVER PARK

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print name)

President

ATTEST:

By: \_\_\_\_\_  
Village Clerk

CHICAGO COKK WORKFORCE PARTNERSHIP

An Illinois not for profit corporation

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print name)

\_\_\_\_\_ (Title)

Exhibit I

Proposed Budget					
Education and Work Center					
	FY2015	FY2016	FY2017		
	Year 1	Year 2	Year 3		
<b>Staff:</b>					
Faculty - grant funded					
FT Site Director	83,911	87,268	90,758	4%	increase per year
FT Program Coordinator	63,338	65,872	68,507	4%	increase per year
PT Program Coordinator	36,547	38,009	39,529	4%	increase per year
Benefits	53,280	59,141	65,055	11%	increase per year
<b>Total Salaries and Benefits</b>	<b>237,077</b>	<b>250,289</b>	<b>263,849</b>		
<b>Operating:</b>					
Rent	120,000	120,000	120,000		
Custodial	12,000	12,240	12,485	2%	increase per year
Utilities	24,000	24,480	24,970	2%	increase per year
Telephone	6,000	6,120	6,242	2%	increase per year
Alarm/camera monitoring (ADT)	1,200	1,224	1,248	2%	increase per year
Insurance (Liability and contents)	500	510	520	2%	increase per year
Wi-Fi	1,200	1,224	1,248	2%	increase per year
Recruiting and Marketing	20,000	20,400	20,808	2%	increase per year
Copying	12,000	12,240	12,485	2%	increase per year
Office Supplies	5,000	5,100	5,202	2%	increase per year
Software Licenses	15,000	15,300	15,606	2%	increase per year
Instructional Supplies	10,000	10,200	10,404	2%	increase per year
<b>Total Operating Costs</b>	<b>226,900</b>	<b>229,038</b>	<b>231,219</b>		
Contingency - (10% of operating)	22,690	22,904	23,122		
<b>TOTAL</b>	<b>486,667</b>	<b>502,231</b>	<b>518,190</b>		
Start-up Costs (Year 1 only) *	-	-	-		
	486,667	502,231	518,190		
50/50 split - Harper and ECC	243,333	251,116	259,095		
* A grant has been received for \$200,000 for start-up costs for this site.					
Years 2 and 3 are over the approved budget of \$250,000 per year per college.					
Expenses will need to be reduced in those years to stay within the approved budget.					

**ORDINANCE NO. O-14-**

**AN ORDINANCE AUTHORIZING A LEASE IN THE  
HANOVER SQUARE SHOPPING CENTER TO  
ELGIN COMMUNITY COLLEGE**

**WHEREAS**, the Village of Hanover Park is empowered pursuant to the Tax Increment Allocation Act (65 ILCS 5/11-74.4-1 et seq.) to undertake the redevelopment of blighted and conservation areas through tax increment financing, incurring redevelopment project costs, and leasing real estate; and

**WHEREAS**, on December 20, 2011, the Village closed on the purchase of the Hanover Square Shopping Center property and on said date became the Owner of said property, which included leased space to numerous Tenants and un-leased, vacant rentable space with the rented and unrented space each occupying approximately one-half of the space in the shopping center; and

**WHEREAS**, the Village designated, delegated, named, and appointed Schermerhorn Commercial Real Estate, LLC, to be Village's agent to sign leases for and on behalf of Village for the Hanover Square Shopping Center property, subject, however, to limitations concerning the terms, rentals, and conditions permitted in said leases; and

**WHEREAS**, the Village and Community College District 509 (Elgin Community College) and Community College District 512 (Harper Community College) desire to promote the educational opportunities and provide classrooms to be provided by the colleges for the benefit of the residents of the Village; and

**WHEREAS**, the Village's residents need access to adult basic and secondary education, English as a second language (ESL) instruction, unemployment services, and educational planning assistance; and

**WHEREAS**, the Village finds it in the best interest of the Village and as part of the Redevelopment of the Hanover Square Shopping Center to lease approximately 10,000 square feet of space therein to Community College District 509 (Elgin Community College), to accomplish the above purposes; and

**WHEREAS**, the Village of Hanover Park is a home rule unit of local government pursuant to Article VII Section 6 of the 1970 Constitution of the State of Illinois and hereby also adopts this Ordinance pursuant to that home rule authority; 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 the recitals contained in the preamble hereon are true in substance and in fact and are incorporated herein as fully set forth.



**RESOLUTION NO. R-14-**

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN COMMUNITY COLLEGE DISTRICT 509 (ELGIN COMMUNITY COLLEGE), COMMUNITY COLLEGE DISTRICT 512 (WILLIAM RAINEY HARPER COLLEGE), THE CHICAGO COOK WORKFORCE PARTNERSHIP AND THE VILLAGE OF HANOVER PARK**

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 Intergovernmental Agreement between Community College District 509 (Elgin Community College), Community College District 512 (William Rainey Harper College), the Chicago Cook Workforce Partnership and the Village of Hanover Park, which Agreement is approved by the Village Board, 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



TO: Village President and Board of Trustees
FROM: Juliana Maller, Village Manager
Shubhra Govind, Director of Community & Economic Development
Katie Bowman, Village Planner
SUBJECT: Cell Facility at Seafari Springs Park, 1700 Greenbrook Blvd.

ACTION

REQUESTED: [X] Approval [ ] Concurrence [ ] Discussion [ ] Information

RECOMMENDED FOR CONSENT AGENDA: [ ] Yes [X] No

MEETING DATE: March 20, 2014

Executive Summary

New Cingular Wireless PCS has requested a special use for a non-village-owned utility and variance for antenna height above 60 feet to install a new 90 foot 'stealth' style facility (with the appearance of a flag pole) and associated equipment at the Seafari Springs Aquatic Center, 1700 Greenbrook Boulevard.

Background

In 2011, T-Mobile applied for a special use and variance for the construction of a 90 foot flag pole style wireless facility and associated equipment at the Seafari Springs pool facility. The Development Commission recommended approval of the request, and the Village Board approved the request at that time. However, following approval the applicant determined that they were not going to pursue construction of the tower.

At this time, New Cingular Wireless PCS (which serves AT&T customers) proposes to construct a facility at this location with similar dimensions and design as that which was previously approved. The applicant has applied for a special use for a non-village-owned utility and 30 foot variance from the 60 foot maximum permitted antenna height. On November 14, 2013, the Development Commission held a public hearing to review the applicant's request. No public comments were received. The Development Commission recommended approval of the request, with conditions. On December 26, 2013, the applicant submitted updated plans addressing some of these conditions. The remaining conditions may be addressed prior to building permit issuance.

Discussion

The applicant proposes to construct a wireless communication facility with the appearance of a flag pole on the Seafari Springs Aquatic Center property. The pole will be located in the western portion of the site, north of the parking lot. The pole is proposed to be 90 feet in height, with an American flag flown at the top. Antennae will be located within the pole

so as to minimize bulk and visual impact. The pole will be surrounded by accompanying equipment located on concrete pads, which will be enclosed within an approximately 6 foot tall wood privacy fence. The 30 foot by 30 foot enclosed lease area will be surrounded by evergreen tree landscaping. The pole is proposed to take on the appearance of a flag pole in an effort to reduce its visual appearance and impact. The applicant has provided photo simulations of the view of the pole from neighboring properties to further illustrate its final appearance.

As conditioned, the proposed special use is in keeping with existing uses onsite and may not be found to bring negative impact to surrounding properties or general health and welfare. The use will require no new traffic access or utilities to the site. The site is large with significant setbacks from surrounding properties and there are a limited number of adjacent residences. Staff generally finds that the request meets the required findings of a special use and variance.

In order to lessen the impact of the proposed flag pole style wireless facility, the Staff recommends approval of the special use and variance with the following conditions:

1. Uses are to be as generally depicted on the site plans and elevations prepared December 26, 2013 by W-T Communication Design Group, LLC, except as limited below. Final design and material details are to be approved by the Community & Economic Development Department. Plan limitations shall include:
  - a. The location of the service area shall be moved to the east as feasible to avoid the loss of existing trees to the extent possible.
  - b. Fencing material is to be solid wood with a height of 6 feet.
2. A protective barrier shall be installed between the wireless facility and adjacent parking lot to the south, with final design details to be approved
3. The applicant shall maintain all new landscaping to be installed, as depicted on the site plan prepared December 26, 2013 by W-T Communication Design Group, LLC.
  - a. All materials surrounding the tree root ball, including wiring, are to be removed prior to planting of trees.
4. Additional wireless carriers must be permitted to place equipment within the tower, as space and technical requirements allow. Such carriers shall obtain a special use permit and other applicable approvals.
5. An American flag must be flown on the pole at all times during daytime hours. If the flag is flown at night, it must be lit in conformance with standard practices. No equipment other than flag(s) and equipment necessary to operate flag(s) shall be located outside of the pole.
6. No signs are approved as part of this request.
7. No outdoor display, sales, or storage of materials is permitted on this site.

### **Recommended Action**

Move to pass an Ordinance approving a special use for a non-village-owned utility.

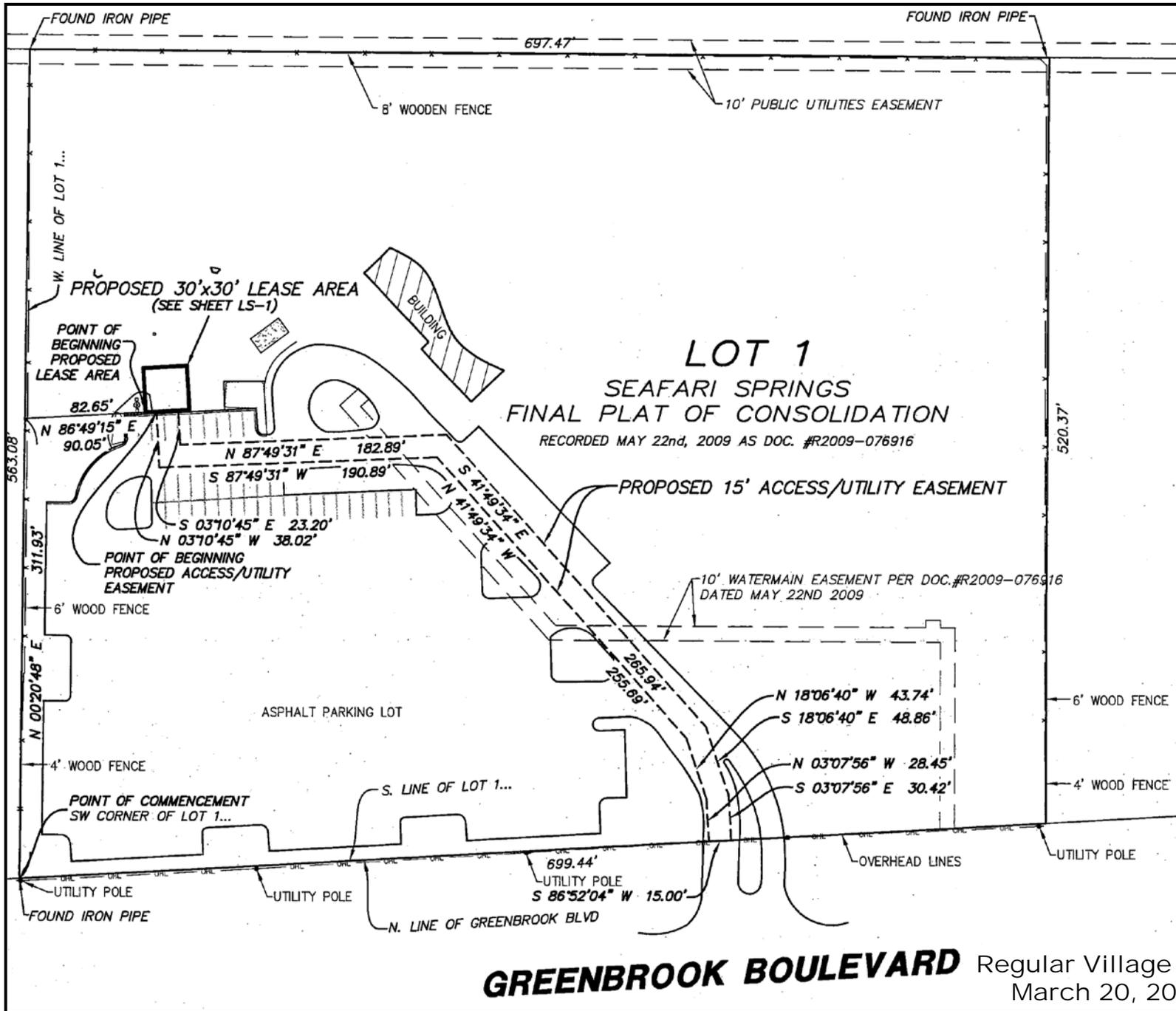
Move to pass an Ordinance approving a variance from the maximum height of an antenna for the construction of a New Cingular Wireless PCS cellular facility at 1700 Greenbrook Boulevard, Seafari Springs Aquatic Center.

**Attachments**

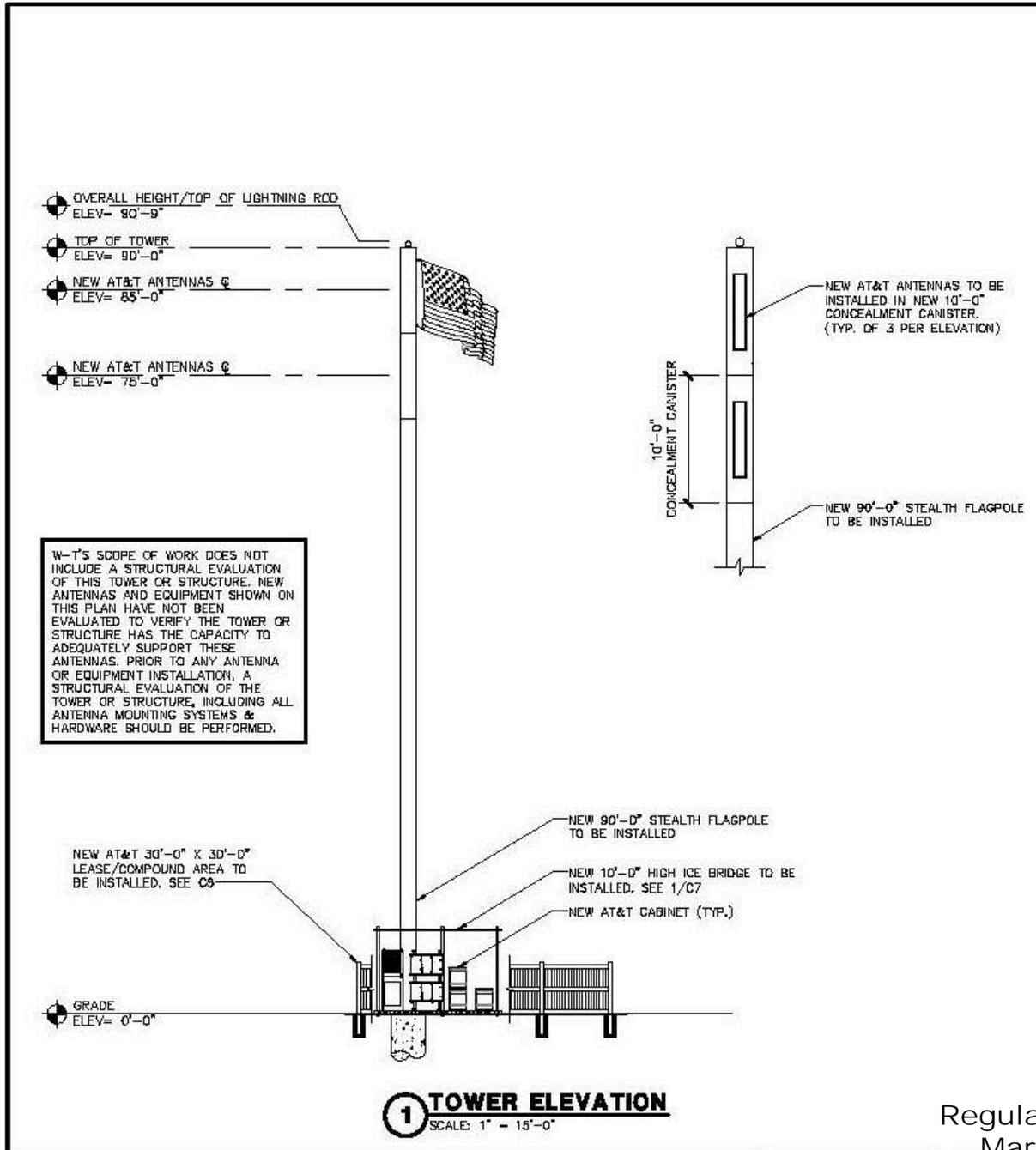
- Exhibit 1 – Project Overview: plans, simulations, propagation maps
- Exhibit 2 – Site Plan & Landscape Plan, 12-26-13
- Exhibit 3 – Development Comm. Findings of Fact
- Exhibit 4 – Ordinances

<b>Budgeted Item:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Bdgeted Amount:</b>	\$ N/A	
<b>Actual Cost:</b>	\$ N/A	
<b>Account Number:</b>	N/A	

# Site Plan



# Elevation



W-T'S SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS TOWER OR STRUCTURE. NEW ANTENNAS AND EQUIPMENT SHOWN ON THIS PLAN HAVE NOT BEEN EVALUATED TO VERIFY THE TOWER OR STRUCTURE HAS THE CAPACITY TO ADEQUATELY SUPPORT THESE ANTENNAS. PRIOR TO ANY ANTENNA OR EQUIPMENT INSTALLATION, A STRUCTURAL EVALUATION OF THE TOWER OR STRUCTURE, INCLUDING ALL ANTENNA MOUNTING SYSTEMS & HARDWARE SHOULD BE PERFORMED.

# IL0780 - Hanover Park

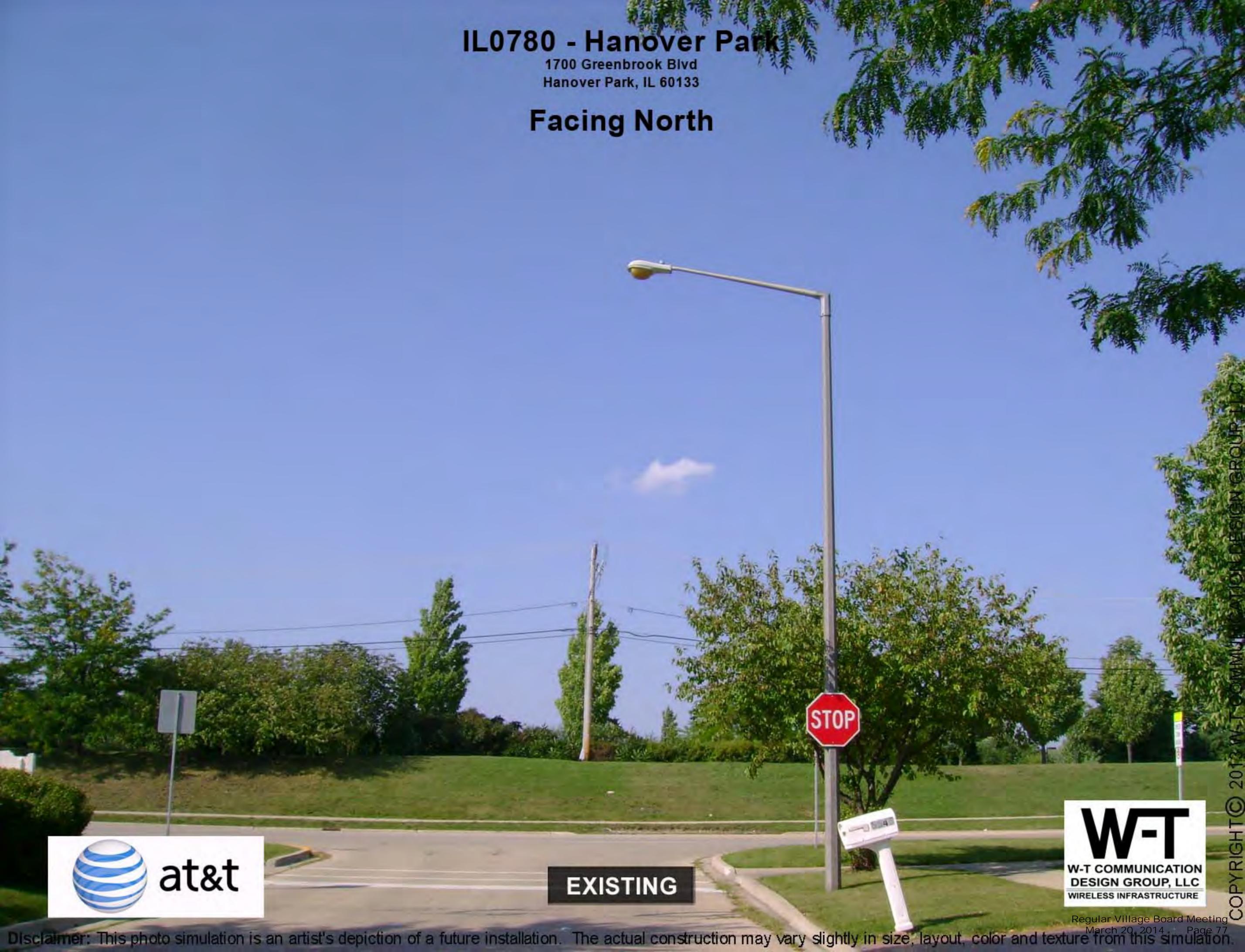
1700 Greenbrook Blvd  
Hanover Park, IL 60133



# IL0780 - Hanover Park

1700 Greenbrook Blvd  
Hanover Park, IL 60133

## Facing North



**EXISTING**



Regular Village Board Meeting  
March 20, 2014 Page 77

Disclaimer: This photo simulation is an artist's depiction of a future installation. The actual construction may vary slightly in size, layout, color and texture from this simulation.

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# IL0780 - Hanover Park

1700 Greenbrook Blvd  
Hanover Park, IL 60133

## Facing North



**PROPOSED**



Regular Village Board Meeting  
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Disclaimer: This photo simulation is an artist's depiction of a future installation. The actual construction may vary slightly in size, layout, color and texture from this simulation.

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# IL0780 - Hanover Park

1700 Greenbrook Blvd  
Hanover Park, IL 60133

## Facing West



**NO VISUAL IMPACT**



# IL0780 - Hanover Park

1700 Greenbrook Blvd  
Hanover Park, IL 60133

## Facing South



**EXISTING**



Disclaimer: This photo simulation is an artist's depiction of a future installation. The actual construction may vary slightly in size, layout, color and texture from this simulation.

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# IL0780 - Hanover Park

1700 Greenbrook Blvd  
Hanover Park, IL 60133

## Facing South

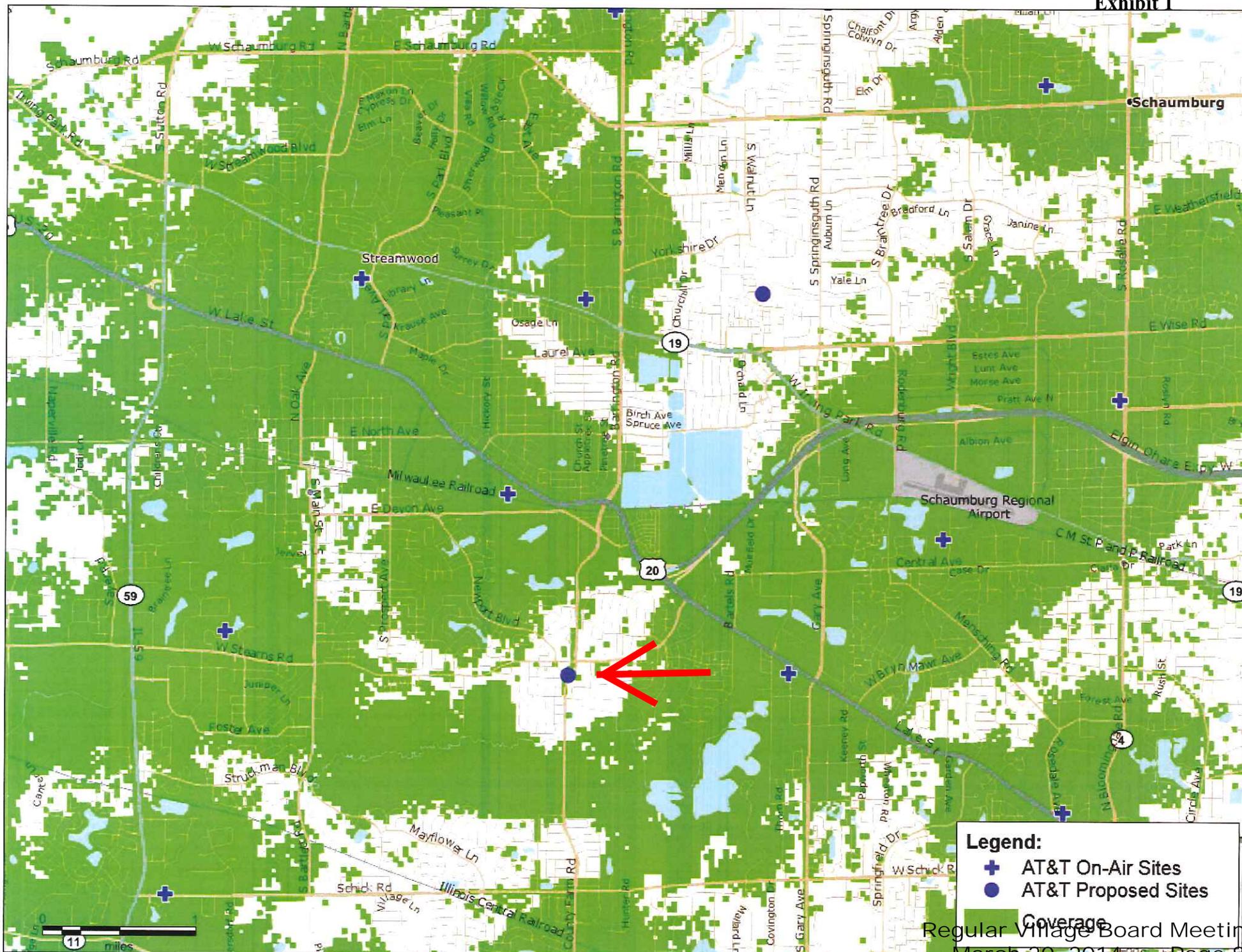


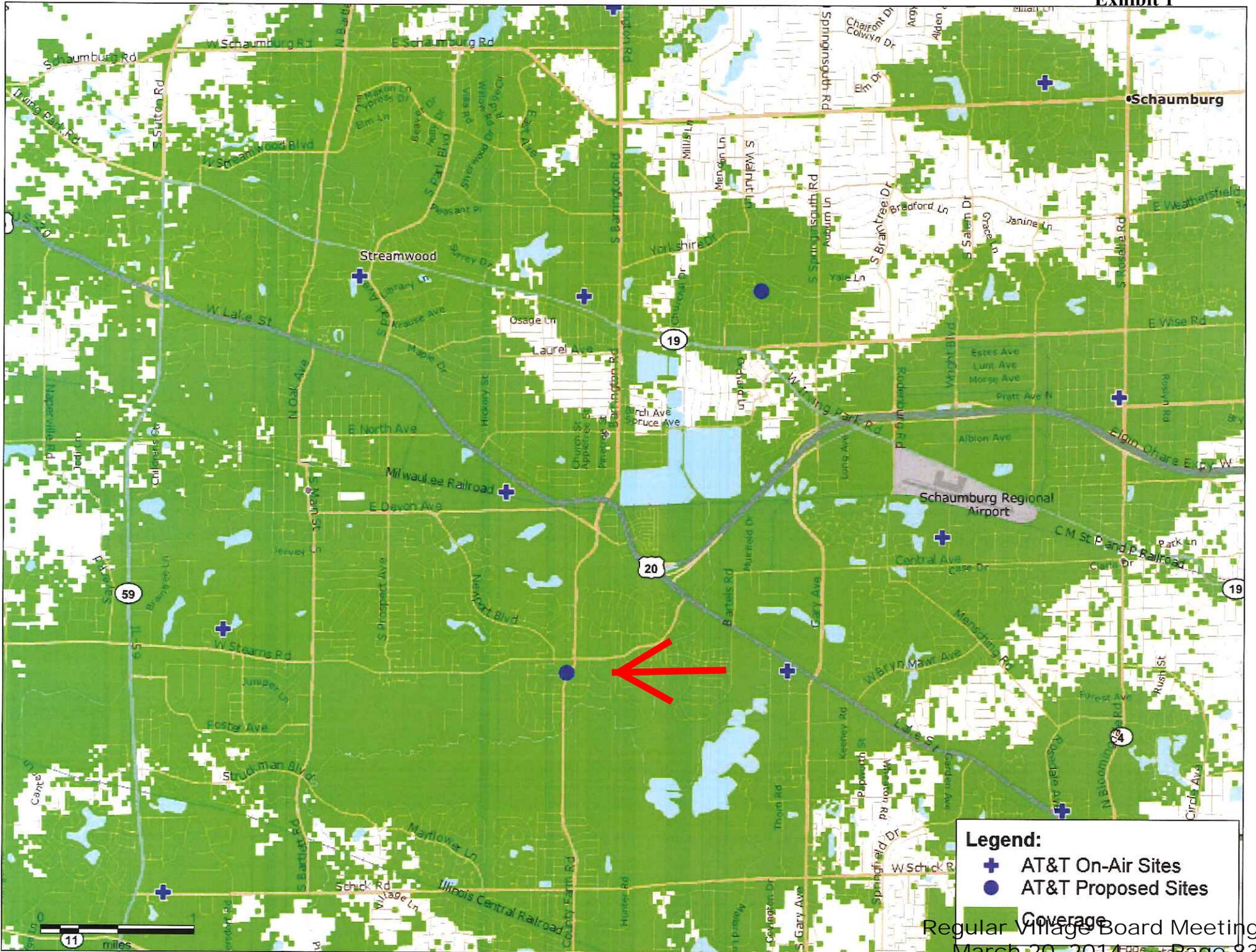
**PROPOSED**



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Disclaimer: This photo simulation is an artist's depiction of a future installation. The actual construction may vary slightly in size, layout, color and texture from this simulation.





**Legend:**

- + AT&T On-Air Sites
- AT&T Proposed Sites

**PROJECT INFORMATION**

**APPLICANT:** AT&T MOBILITY  
930 NATIONAL PKWY, 4TH FLOOR  
SCHAUMBURG, IL 60173

**SITE ADDRESS:** 1700 GREENBROOK BOULEVARD  
HANOVER PARK, IL 60133  
DUPAGE COUNTY

**LANDLORD CONTACT:** HANOVER PARK PARK DISTRICT  
SEAFARI SPRINGS  
1700 GREENBROOK BOULEVARD  
HANOVER PARK, IL 60133  
CONTACT: BOB O'BRIEN  
PH: (630) 837-2468 EXT. 117

**JURISDICTION:** VILLAGE OF HANOVER PARK

**ZONING:** R-2

**LATITUDE:** 41° 58' 29.38" NAD 83

**LONGITUDE:** -88° 08' 54.72" NAD 83

**EMERGENCY CONTACT:** BOB O'BRIEN  
PH: (630) 837-2468 EXT. 117

**ACCESS CONTACT:** BOB O'BRIEN  
PH: (630) 837-2468 EXT. 117

**E911 ADDRESS:** 1700 GREENBROOK BOULEVARD  
HANOVER PARK, IL 60133

**PARCEL NUMBER:** 01-01-410-035-0000

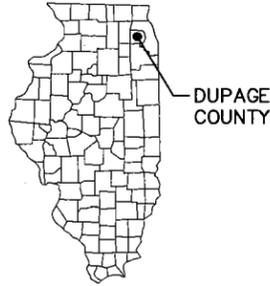
**COUNTY:** DUPAGE COUNTY

**PROPOSED USE:** NEW TELECOMMUNICATIONS FACILITY

**ELEVATION (AMSL):** 812'

**POWER COMPANY:** COMED  
PH: (866) 639-3532

**TELEPHONE COMPANY:** AT&T  
PH: (800) 257-0902



**SITE NAME: IL0780 - HANOVER PARK**  
**SITE NUMBER: IL0780**  
**FA CODE: 12565570**

**INSTALL (6) NEW AT&T ANTENNAS IN NEW 90'-0" STEALTH FLAGPOLE AND NEW OUTDOOR EQUIPMENT WITH OUTDOOR GENERATOR INSTALLED WITHIN NEW FENCED COMPOUND**

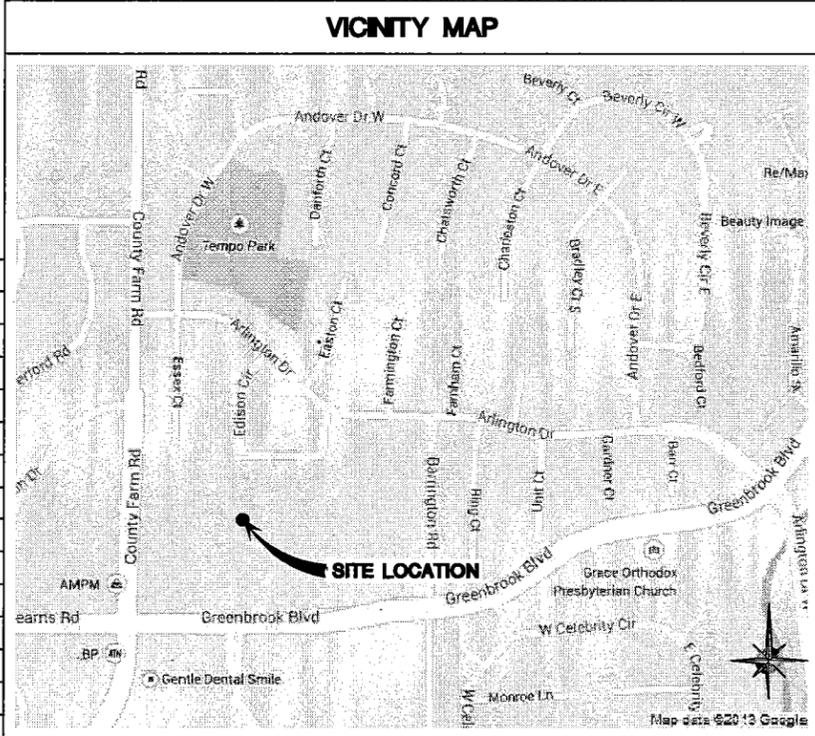
**AT&T APPROVALS** **Exhibit 2**

SITE ACQUISITION MANAGER	DATE	MASTEC COMPLIANCE MANAGER	DATE
MASTEC CONSTRUCTION MGR.	DATE	AT&T RF PROJECT MANAGER	DATE
MASTEC SA PROJECT MANAGER	DATE	AT&T PROJECT MANAGER	DATE
MASTEC SA SPECIALIST	DATE		

THESE DRAWINGS ARE PREPARED  
BASED ON RFDS DATED: 01.24.13  
REVISION: V01  
GENERAL CONTRACTOR TO VERIFY  
AND INCORPORATE MOST RECENT  
VERSION OF RFDS WITH "MASTEC"  
PRIOR TO CONSTRUCTION

**SHEET INDEX**

SHEET NUMBER	DESCRIPTION
IL0780-T1	TITLE SHEET
IL0780-N1	NOTES
IL0780-N2	NOTES
IL0780-LS1-LS2	LAND SURVEY
IL0780-C1	OVERALL SITE PLAN
IL0780-C2	ENLARGED SITE PLAN
IL0780-C3	GRADING PLAN
IL0780-C4	GEOMETRIC SITE PLAN
IL0780-C5	EQUIPMENT ELEVATIONS
IL0780-C6	CONCRETE PAD DETAILS
IL0780-C7	GENERATOR FOUNDATION PLAN
IL0780-C8	GENERATOR & CONCRETE PAD NOTES
IL0780-C9	ICE BRIDGE AND YARD DETAILS
IL0780-C10	FENCE DETAILS
IL0780-L1-L2	LANDSCAPING PLAN & DETAILS
IL0780-A1	TOWER ELEVATION & ANTENNA PLAN
IL0780-A2	ANTENNA INFORMATION CHART
IL0780-E1	UTILITY PLAN
IL0780-E2	UTILITY DETAILS
IL0780-E3	ALARM TERMINATION DIAGRAM
IL0780-GR1	GROUNDING PLAN
IL0780-GR2	GROUNDING DETAILS



**APPLICABLE BUILDING CODES AND STANDARDS**

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN

SUBCONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

- AMERICAN CONCRETE INSTITUTE (ACI) 318: BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC): MANUAL OF STEEL CONSTRUCTION (ASD), NINTH EDITION
- TELECOMMUNICATIONS INDUSTRY ASSOCIATION TIA/EIA-222-F: STRUCTURAL STANDARDS FOR STEEL, ANTENNA, TOWER AND ANTENNA SUPPORTING STRUCTURES
- TIA 607: COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS
- INSTITUTE FOR ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81: GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM
- (IEEE) 1100: (1999) RECOMMENDED PRACTICE FOR POWERING AND GROUNDING OF ELECTRONIC EQUIPMENT
- (IEEE) C82.41: RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE")
- TELECORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS
- TELECORDIA GR-1503, COAXIAL CABLE CONNECTIONS
- ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN A GENERAL REQUIREMENT AND A SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

EQUIPMENT AREA IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS REQUIREMENTS AND PLUMBING FACILITIES ARE NOT REQUIRED.

BUILDING CODE: INTERNATIONAL BUILDING CODE 2006

ELECTRIC CODE: NATIONAL ELECTRICAL CODE 2005

**DRIVING DIRECTIONS**

DEPART CHICAGO O'HARE INTERNATIONAL AIRPORT ONTO I-190 E. TAKE EXIT 1D TOWARD I-294 S/INDIANA/S TOLLWAY. MERGE ONTO I-294 S. TAKE THE EXIT ONTO I-290 W TOWARD US-20/IL-64/ROCKFORD. TAKE EXIT 7 FOR US-20 TOWARD LAKE STREET. FOLLOW SIGNS FOR BLOOMINGDALE AND MERGE ONTO US-20 W/W LAKE STREET. MERGE ONTO US-20 W/W LAKE STREET. TURN LEFT ONTO GREENBROOK BOULEVARD. DESTINATION WILL BE ON THE RIGHT. ARRIVE AT 1700 GREENBROOK BOULEVARD, HANOVER PARK, IL 60133.

**DESIGN TEAM**

TEAM	NAME	COMPANY	NUMBER
A/E	JEFF WORMAN	W-T COMMUNICATION DESIGN GROUP, LLC	(224) 293-6408
REAL ESTATE	ADAM MCCABE	ACMB	(773) 551-1051
RF	DORU BUCUR	AT&T	(847) 762-2259
PM	SUE BILLINGS	MASTEC	(847) 463-5928
A&E PM	MANUEL FERRA	MASTEC	(847) 463-5912
REGULATORY	LAURA PYLE	MASTEC	(847) 463-5912
CM	TIM BRILEY	MASTEC	(678) 910-3167

**W-T Communication Design Group's Commitment to Quality**

Please take a few moments to fill out our online survey.

**Mastec Network Solutions**

1351 EAST IRVING PARK ROAD  
ITASCA, IL 60143  
OFFICE: (847) 870-8073

**W-T COMMUNICATION DESIGN GROUP, LLC.**  
WIRELESS INFRASTRUCTURE

2675 Pratum Avenue  
Hoffman Estates, Illinois 60132  
PH: (224) 293-6333 FAX: (224) 293-6444  
www.wtengineering.com

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**PROFESSIONAL ARCHITECT**

CARISSA WENDT  
001-020898

12/20/13

EXPIRES: 11/30/14 SIGNED: / /

**IL0780 - HANOVER PARK**  
**IL0780**

1700 GREENBROOK BLVD.  
HANOVER PARK, IL 60133  
DUPAGE COUNTY

**at&t**

930 NATIONAL PARKWAY  
4TH FLOOR  
SCHAUMBURG, IL 60173

NO.	DATE	REVISIONS	BY	CHK	APP
C	12/26/13	REVISION	JW	PMA	CBW
B	11/22/13	95% REVIEW	BS	JW	PMA
A	09/13/13	90% REVIEW	BS	JW	PMA

SCALE: AS SHOWN DESIGNED BY: PMA DRAWN BY: BS

PROJECT NUMBER  
TT130376

DRAWING TITLE  
**TITLE SHEET**

DRAWING NUMBER  
IL0780-T1

Regular Village Board Meeting  
March 20, 2014 Page 84

**SITE WORK GENERAL NOTES**

1. THE SUBCONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
2. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE SUBCONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. SUBCONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, D) TRENCHING AND EXCAVATION.
3. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWING AND PROJECT SPECIFICATIONS.
4. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
5. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, OTHER UTILITIES, WHICH INTERFERE WITH THE EXCAVATION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH SHALL NOT INTERFERE WITH THE EXECUTION OF THE WORK SUBJECT TO THE APPROVAL OF CONTRACTOR, OWNER AND/OR LOCAL UTILITIES.
6. THE SUBCONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE.
7. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE BTS EQUIPMENT AND TOWER AREAS.
8. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS OR SNOW SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
9. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
10. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY SHALL BE GRADED TO A UNIFORM SLOPE AND STABILIZED TO PREVENT EROSION AS SPECIFIED IN THE PROJECT SPECIFICATIONS.
11. SUBCONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.

**GENERAL NOTES**

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:  
CONTRACTOR- AT&T  
SUBCONTRACTOR- GENERAL CONTRACTOR (CONSTRUCTION)  
OWNER- AT&T  
OEM- ORIGINAL EQUIPMENT MANUFACTURER
2. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING SUBCONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF THE CONTRACTOR.
3. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. SUBCONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
4. DRAWINGS PROVIDED HERE ARE NOT TO SCALE AND ARE INTENDED TO SHOW OUTLINE ONLY.
5. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIAL, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
6. "KITTING LIST" SUPPLIED WITH THE BID PACKAGE IDENTIFIES ITEMS THAT WILL BE SUPPLIED BY CONTRACTOR. ITEMS NOT INCLUDED IN THE BILL OF MATERIALS AND "KITTING LIST" SHALL BE SUPPLIED BY THE SUBCONTRACTOR.
7. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIAL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
8. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CONTRACTOR
9. SUBCONTRACTOR SHALL DETERMINE ACTUAL ROUTING OF CONDUIT, POWER, T1 CABLES AND GROUNDING CABLES.
10. THE SUBCONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT SUBCONTRACTOR'S EXPENSE TO SATISFACTION OF OWNER.
11. SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIAL SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
12. SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
13. CONSTRUCTION SHALL COMPLY WITH "GENERAL CONSTRUCTION SERVICES FOR CONSTRUCTION OF AT&T GSM SITES".

**CONCRETE AND REINFORCING STEEL NOTES**

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185, AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS, UNLESS NOTED OTHERWISE. SLAB FOUNDATION DESIGN ASSUMES ALLOWABLE SOIL BEARING PRESSURE OF 2,000 PSF.
3. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 WELDED STEEL WIRE FABRIC UNLESS NOTED OTHERWISE. SPLICES SHALL BE CLASS "B" AND ALL HOOKS SHALL BE STANDARD, UNO.
4. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:  
CONCRETE CAST AGAINST EARTH 3IN.  
CONCRETE EXPOSED TO EARTH AND WEATHER:  
#6 AND LARGER 2IN.  
#5 AND SMALLER & WWF 1 1/2IN.  
CONCRETE NOT EXPOSED TO EARTH OR WEATHER AND NOT CAST AGAINST THE GROUND:  
SLAB AND WALL 3/4IN.  
BEAMS AND COLUMNS 1 1/2IN.
5. A CHAMFER AT 3/4" SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNO, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.



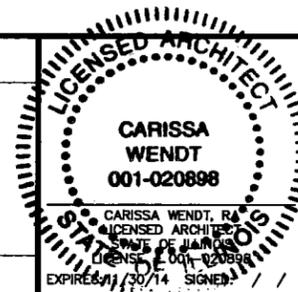
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**IL0780 - HANOVER  
PARK  
IL0780**

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NO.	DATE	REVISIONS	BY	CHK	APPD
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B	11/22/13	95% REVIEW	BS	JW	PMA
A	09/13/13	90% REVIEW	BS	JW	PMA
SCALE: AS SHOWN    DESIGNED BY: PMA    DRAWN BY: BS					

PROJECT NUMBER

TT130376

DRAWING TITLE

NOTES

DRAWING NUMBER

IL0780-N1

# Exhibit 2

## ELECTRICAL INSTALLATION NOTES

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND THE NATIONAL ELECTRICAL CODE (NEC).
2. CONDUIT ROUTINGS ARE SCHEMATIC. SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT EQUIPMENT IS NOT BLOCKED.
3. WIRING, RACEWAY, SUPPORT METHODS AND MATERIAL SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
5. CABLE SHALL NOT BE ROUTED THROUGH LADDER-STYLE CABLE TRAY RUNGS.
6. EACH END OF EVERY POWER, CURRENT CARRYING CONDUCTORS, GROUNDING, T1 CONDUCTORS AND CABLE SHALL BE BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA REQUIREMENTS.
7. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH PLASTIC TAPE PER COLOR SCHEDULE. ALL EQUIPMENT SHALL BE LABELED WITH THEIR VOLTAGE RATING, PHASE CONFIGURATION, WIRE CONFIGURATION, AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (I.E. PANELBOARD AND CIRCUIT ID'S).
8. PANELBOARDS (ID NUMBER) AND INTERNAL CIRCUIT BREAKERS (CIRCUIT ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
9. ALL TIE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
10. POWER, CONTROL AND EQUIPMENT GROUND CONDUCTOR IN TUBING OR CONDUIT SHALL BE SINGLE CONDUCTOR (#14 AWG OR LARGER), 600V, OIL RESISTANT, THHN OR THWN-2, CLASS B STRANDED COPPER CONDUCTOR RATED FOR 90°C (WET AND DRY) OPERATION AND LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
11. SUPPLEMENTAL EQUIPMENT GROUND WIRE LOCATED INDOORS SHALL BE SINGLE CONDUCTOR (#6 AWG OR LARGER), 600V, OIL RESISTANT, THHN OR THWN-2, CLASS B STRANDED COPPER CONDUCTOR RATED FOR 90°C (WET AND DRY) OPERATION AND LISTED OR LABELED FOR THE LOCATION AND RACEWAY SYSTEM USED, UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING, NOT IN TUBING OR CONDUIT, SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 AWG OR LARGER) 600V, OIL RESISTANT, THHN OR THWN-2, CLASS B STRANDED COPPER CONDUCTOR RATED FOR 90°C (WET AND DRY) OPERATION WITH OUTER JACKET AND LISTED OR LABELED FOR THE LOCATION USED, UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRENUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRENUTS SHALL BE RATED FOR OPERATION AT NO LESS THAN 75°C (90°C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC REQUIREMENTS.
15. ELECTRICAL METALLIC TUBING (EMT), ELECTRICAL NONMETALLIC TUBING (ENT) OR RIGID NONMETALLIC CONDUIT (I.E. RIGID PVC SCHEDULE 40 OR RIGID PVC SCHEDULE 80) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. GALVANIZED STEEL INTERMEDIATE METALLIC CONDUIT (IMC) SHALL BE USED FOR OUTDOOR LOCATIONS ABOVE GROUND.
18. RIGID NON METALLIC CONDUIT (I.E. RIGID PVC SCHEDULE 40 OR RIGID PVC, SCHEDULE 80) SHALL BE USED UNDERGROUND: DIRECT BURIED, IN AREAS OF OCCASIONAL LIGHT VEHICLE TRAFFIC OR ENCASED IN REINFORCED CONCRETE IN AREAS OF HEAVY TRAFFIC.
19. LIQUID TIGHT FLEXIBLE METALLIC CONDUIT (SEAL TITE) SHALL BE USED INDOORS AND OUTDOORS AND WHEN VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
20. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED, SETSCREW FITTINGS ARE NOT ACCEPTABLE.
21. CABINETS, BOXES AND WIREWAYS SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC REQUIREMENTS.
22. WIREWAYS SHALL BE EPOXY-COATED (GRAY) AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARD. WIREWAYS SHALL BE PANDUIT TYPE E (OR EQUAL) AND BE NEMA 1 RATED (OR BETTER).
23. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET METAL, AND SHALL MEET OR EXCEED UL 50, AND BE NEMA 1 RATED (OR BETTER) INDOORS OR NEMA 3R (OR BETTER) OUTDOORS.
24. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING, SHALL MEET OR EXCEED UL514A AND NEMA OS1, AND BE NEMA 1 RATED (OR BETTER) INDOORS, AND WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
25. NONMETALLIC RECEPTACLES, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS2 AND BE NEMA 1 RATED (OR BETTER) INDOORS, AND WEATHER PROTECTED (WP OR BETTER) OUTDOORS.
26. THE SUBCONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM CONTRACTOR BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANEL.
27. THE SUBCONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFE GUARD LIFE AND PROPERTY.

## GROUNDING NOTES

1. ALL GROUNDING ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER) SHALL BE BONDED TOGETHER BELOW GRADE BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH PART III OF NEC SECTION 250.
2. THE SUBCONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUNDING ELECTRODE SYSTEMS. THE SUBCONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS RESISTANCE.
3. THE SUBCONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TEST RESULTS.
4. ALL METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED CODING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH A #6 AWG COPPER WIRE UL LISTED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE EQUIPMENT GROUNDING CONDUCTOR. STRANDED COPPER CONDUCTOR WITH GREEN INSULATION, SIZED PER SECTION 250.122 OF THE NEC, EQUIPMENT GROUNDING CONDUCTOR SHALL BE FURNISHED AND INSTALLED WITH THE BRANCH CIRCUIT TO THE BTS EQUIPMENT.
6. EACH BTS CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND CONDUCTORS, #6 AWG COPPER OR LARGER FOR INDOOR BTS AND #2 AWG STRANDED COPPER FOR OUTDOOR BTS.
7. CONNECTIONS TO THE GROUND BAR SHALL NOT BE DOUBLED UP OR STACKED. BACK TO BACK CONNECTIONS TO THE GROUND BAR ON OPPOSITE SIDES OF THE GROUND BAR ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 AWG SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTOR SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR & EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMIC ALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND SYSTEM.
15. APPROVED ANTIOXIDANT COATING (I.E. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING IN ACCORDANCE WITH PART III OF SECTION 250 OF THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 FT. OF ANY MAIN GROUND CONDUCTOR WITH (1) #2 AWG COPPER TINNED GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED IN THE FACILITY GROUND AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC PLASTIC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (I.E. NON-METALLIC CONDUIT IS PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.

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Network Solutions

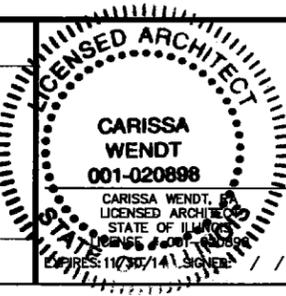
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C	12/26/13	REVISION	JW	PMA	CBW
B	11/22/13	95% REVIEW	BS	JW	PMA
A	09/13/13	90% REVIEW	BS	JW	PMA

SCALE: AS SHOWN    DESIGNED BY: PMA    DRAWN BY: BS

PROJECT NUMBER

TT130376

DRAWING TITLE

NOTES

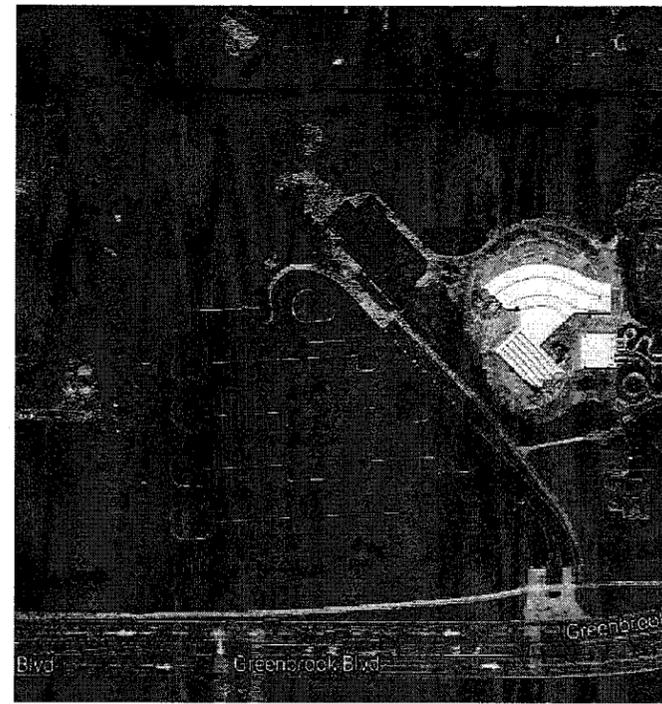
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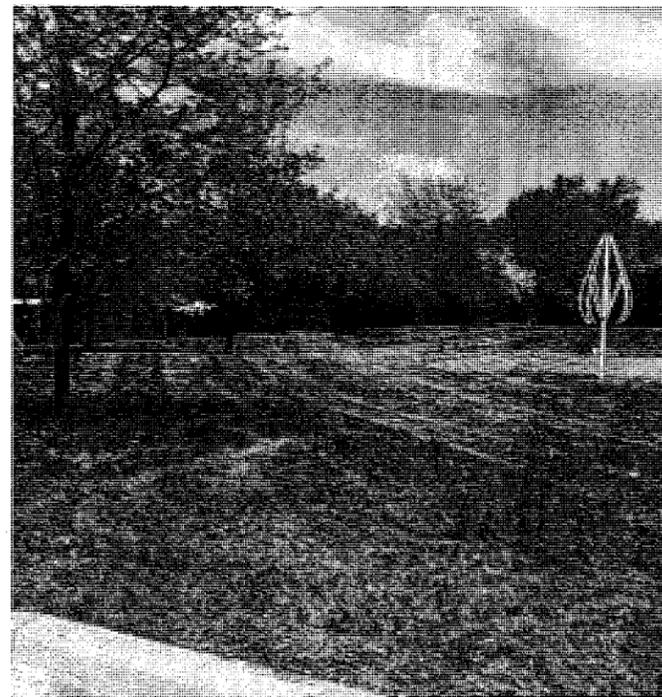
Regular Village Board Meeting  
March 20, 2014 Page 86





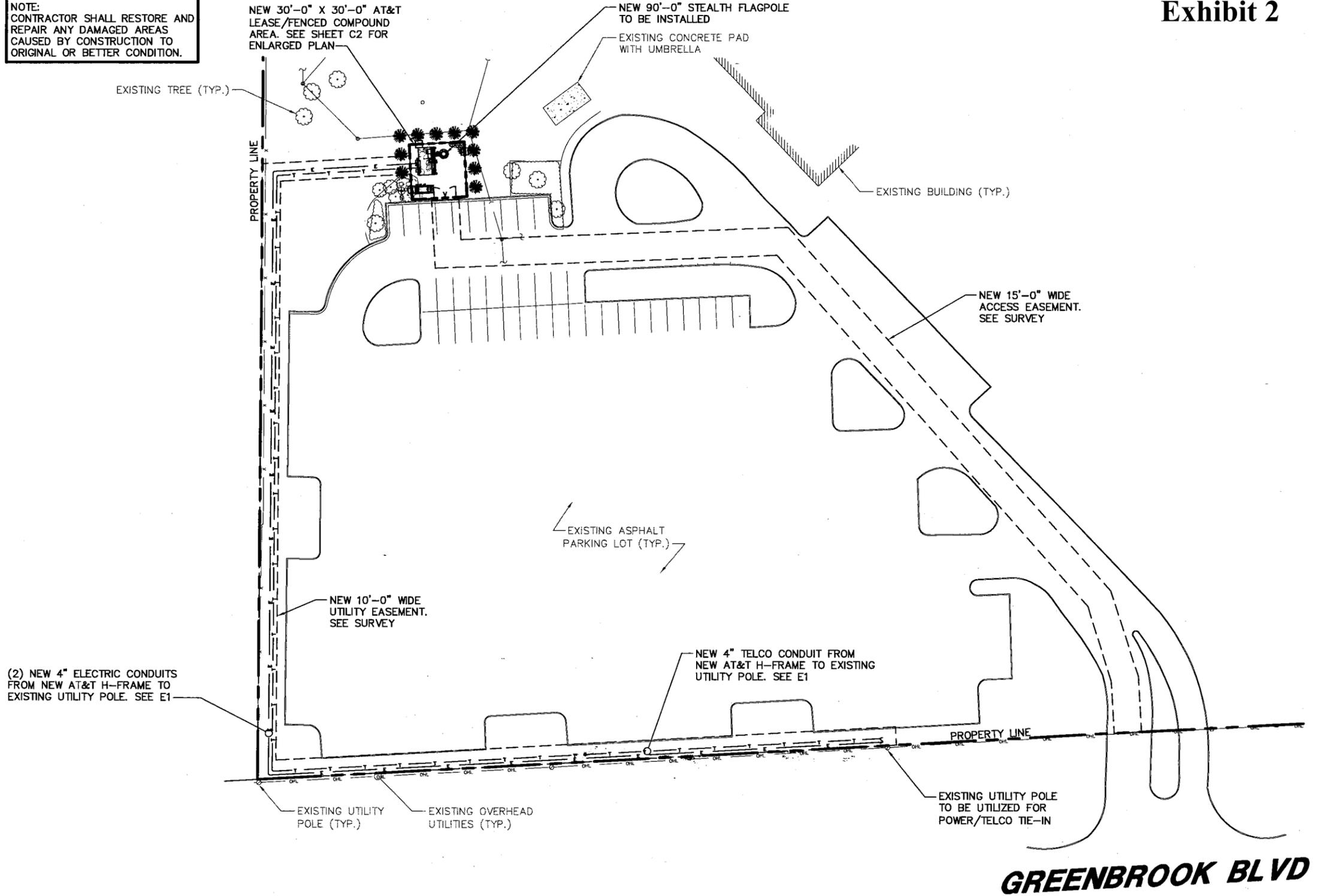


**AERIAL VIEW**  
SCALE: NONE



**SITE PHOTO**  
SCALE: NONE

NOTE:  
CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.



**1 OVERALL SITE PLAN**  
SCALE: 1" = 60'-0"



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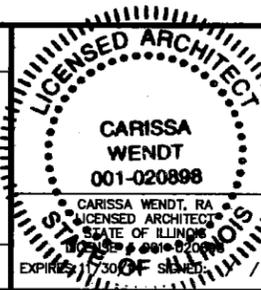
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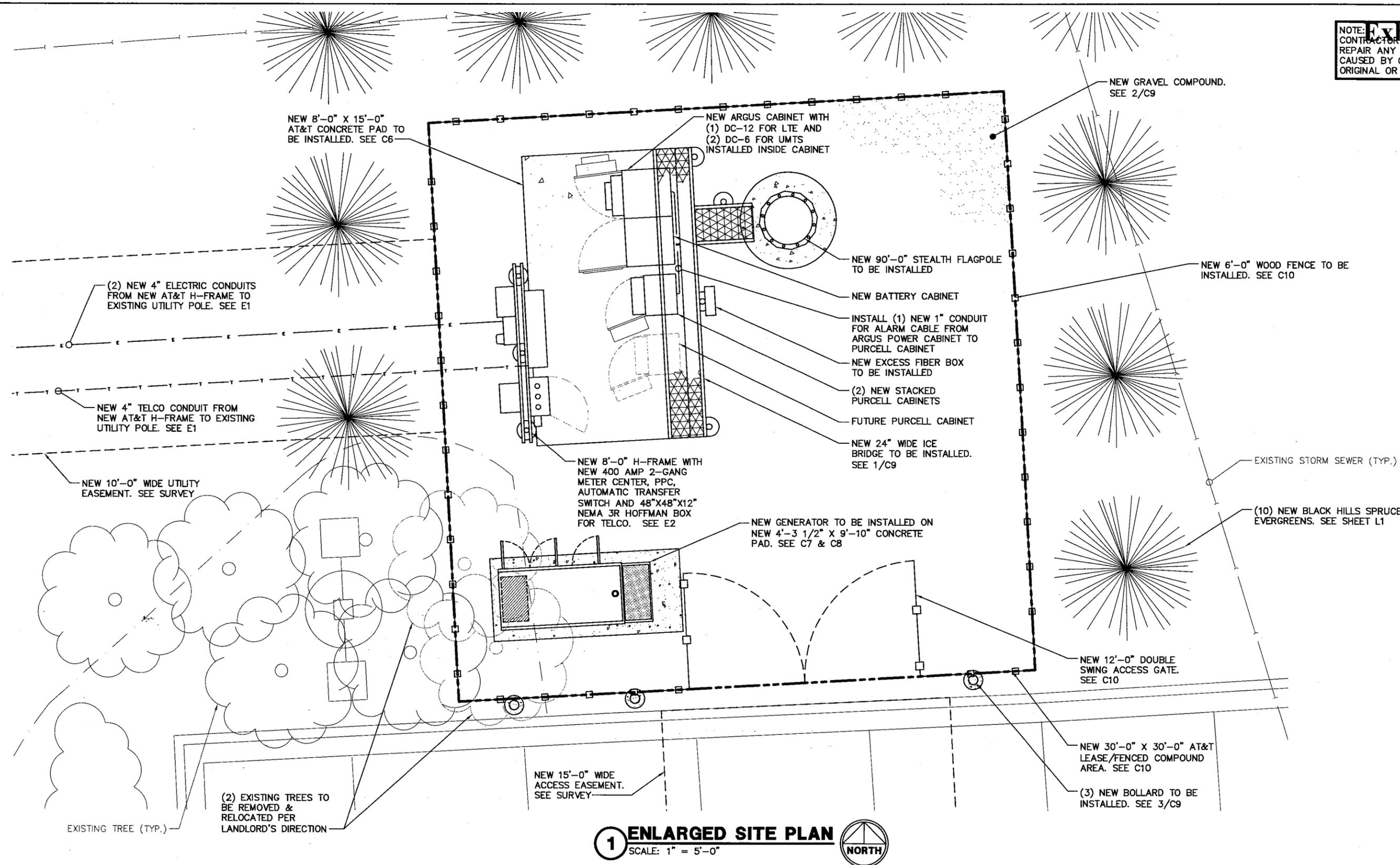
DRAWING TITLE

**OVERALL SITE PLAN**

DRAWING NUMBER

**IL0780-C1**

**Exhibit 2**  
 NOTE: CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.



**1 ENLARGED SITE PLAN**  
 SCALE: 1" = 5'-0"  
 NORTH

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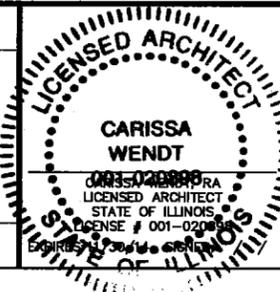
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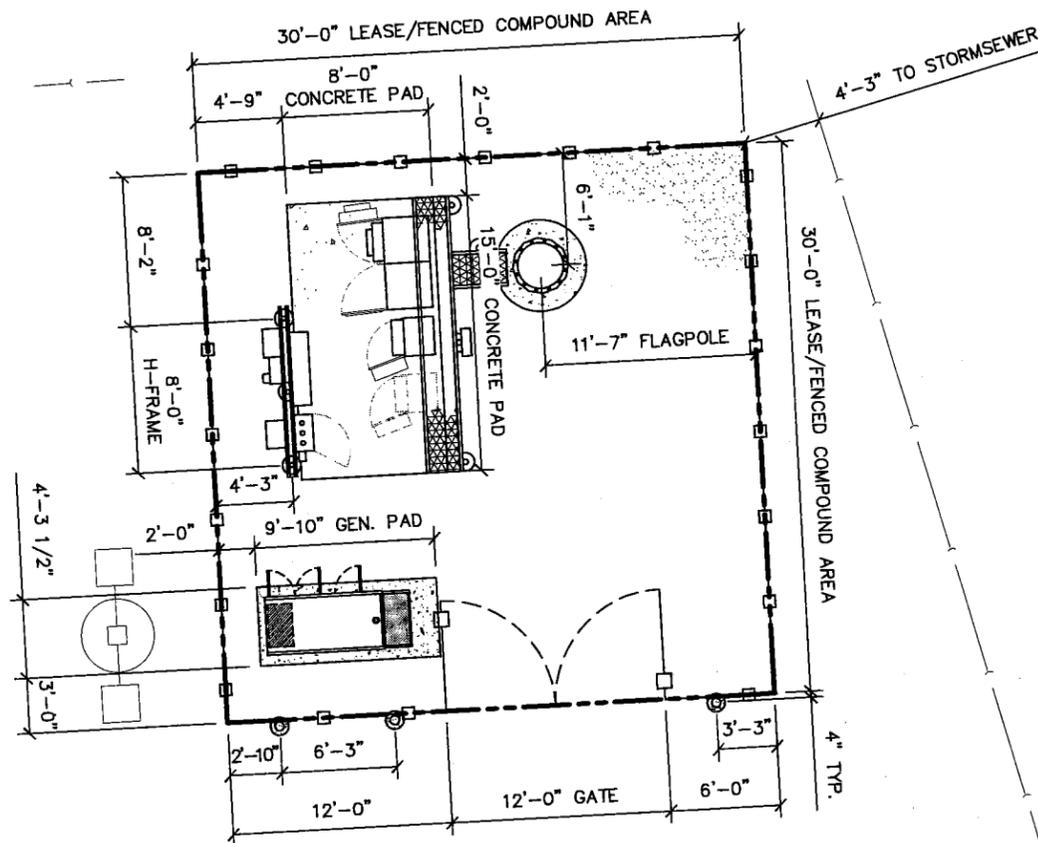
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SCALE: AS SHOWN DESIGNED BY: PMA DRAWN BY: BS

PROJECT NUMBER TT130376
DRAWING TITLE <b>ENLARGED SITE PLAN</b>
DRAWING NUMBER <b>IL0780-C2</b>



**Exhibit 2**  
 NOTE: CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.



**1 GEOMETRIC SITE PLAN**  
 SCALE: 1" = 10'-0"  
 NORTH

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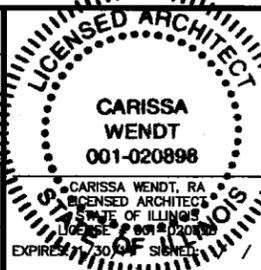
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A	09/13/13	90% REVIEW	BS	JW	PMA

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PROJECT NUMBER

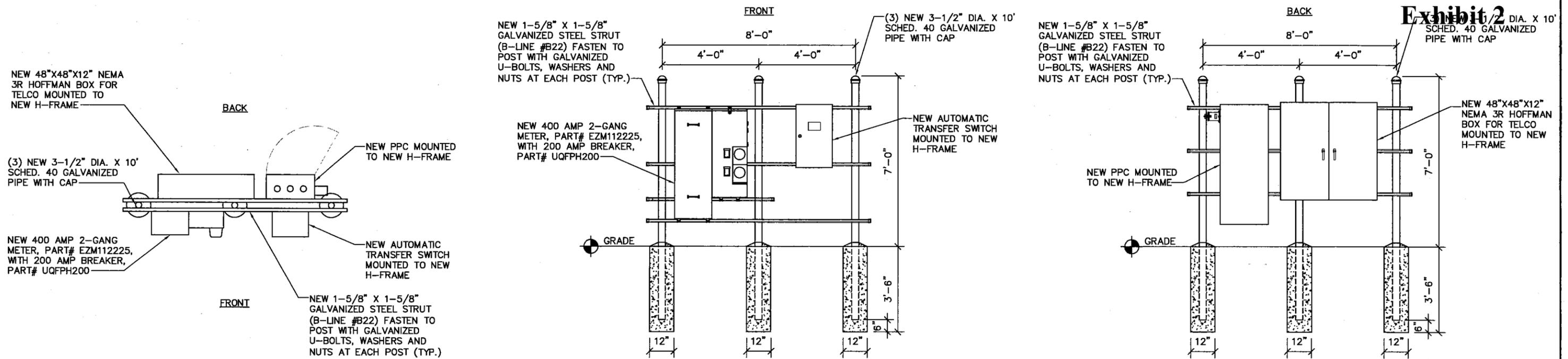
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DRAWING TITLE

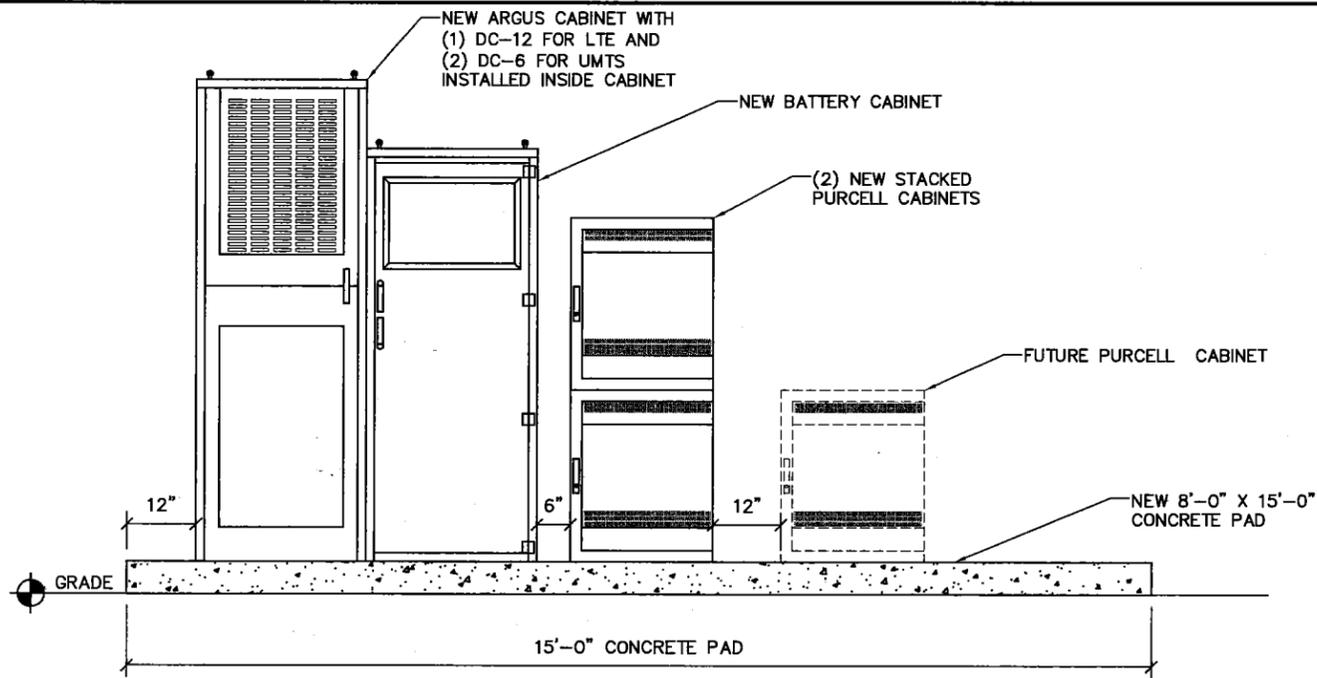
**GEOMETRIC SITE PLAN**

DRAWING NUMBER

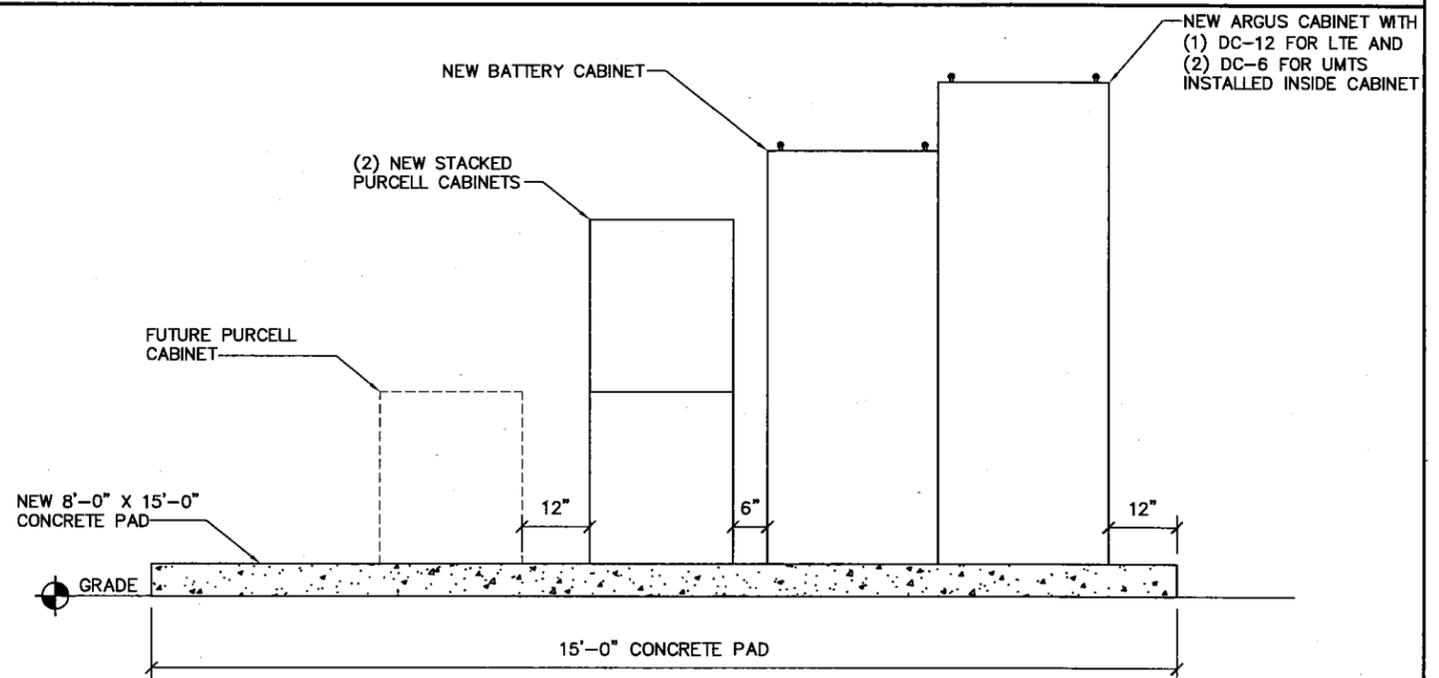
**IL0780-C4**



**1 H-FRAME ELEVATIONS**  
SCALE: 1/4" = 1'-0"



**2 OUTDOOR EQUIPMENT - FRONT ELEVATION**  
SCALE: 3/8" = 1'-0"



**3 OUTDOOR EQUIPMENT - REAR ELEVATION**  
SCALE: 3/8" = 1'-0"



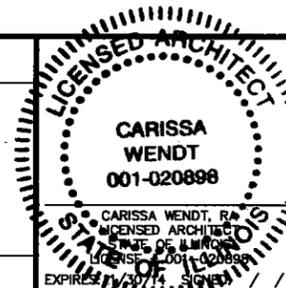
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SCALE: AS SHOWN DESIGNED BY: PMA DRAWN BY: BS

PROJECT NUMBER

TT130376

DRAWING TITLE

**EQUIPMENT ELEVATIONS**

DRAWING NUMBER

**IL0780-C5**

Regular Village Board Meeting  
March 20, 2014 Page 93

STRUCTURAL GENERAL NOTES

1.0 GENERAL CONDITIONS

1.1 DESIGN AND CONSTRUCTION OF ALL WORK SHALL CONFORM TO THE INTERNATIONAL BUILDING CODE, ACI 318-05, AND STEEL CONSTRUCTION MANUAL 13TH EDITION. IN CASE OF CONFLICT BETWEEN THE CODES, STANDARDS, REGULATIONS, SPECIFICATIONS, GENERAL NOTES AND/OR MANUFACTURER'S REQUIREMENTS, USE THE MOST STRINGENT PROVISION.

1.2 IT IS THE EXPRESSED INTENT OF PARTIES INVOLVED IN THIS PROJECT THAT THE CONTRACTOR OR SUBCONTRACTOR OR INDEPENDENT CONTRACTOR OR THE RESPECTIVE EMPLOYEES SHALL EXCULPATE THE ARCHITECT, THE ENGINEER, TECH. CONSTRUCTION MANAGER, THE OWNER, AND THEIR AGENTS FROM ANY LIABILITY WHATSOEVER AND HOLD THEM HARMLESS AGAINST LOSS, DAMAGES, LIABILITY OR ANY EXPENSE ARISING IN ANY MATTER FROM THE WRONGFUL OR NEGLIGENT ACT, OR FAILURE TO CARRY METHODS, TECHNIQUES OR PROCEDURES OR FAILURE TO CONFORM TO THE STATE SCAFFOLDING ACT IN CONNECTION WITH THE WORK.

1.3 DO NOT SCALE DRAWINGS.

1.4 VERIFY ALL EQUIPMENT MOUNTING DIMENSIONS PER MANUFACTURER DRAWINGS. SEE MANUFACTURER ENCLOSURE CONNECTION DETAILS TO FOUNDATIONS.

1.5 SUBMIT ONE SEPIA AND TWO PRINTS OF ALL STRUCTURAL SHOP DRAWINGS. MARKED UP SEPIA SHALL BE RETURNED.

1.6 DESIGN LOADS ARE:  
DEAD LOAD OF EQUIPMENT CABINETS: .....4,200 LBS

2.0 A GEOTECHNICAL REPORT WAS NOT PROVIDED. FOUNDATIONS ARE DESIGNED FOR AN ASSUMED MINIMUM SOIL BEARING CAPACITY OF 2000 PSF. A GEOTECHNICAL INVESTIGATION SHOULD BE PERFORMED PRIOR TO CONSTRUCTION. IF SOIL BEARING CAPACITY IS LESS THAN WHAT IS SPECIFIED HERE, CONTACT ARCHITECT FOR A REDESIGN.

3.0 CONCRETE

3.1 MEET OR EXCEED THE FOLLOWING CODES AND STANDARDS:

- DESIGN.....ACI 318-05
- CONSTRUCTION.....ACI 301
- DETAILING.....CRSI MANUAL OF STANDARD PRACTICE
- REINF. STEEL.....ASTM A 615 GRADE 60, DEFORMED
- MIXING.....ASTM C 94. READY MIX CONCRETE
- AIR ENTRAINMENT.....ACI 318 AND ASTM C-260
- AGGREGATE.....ASTM C 33 AND C 330 (FOR LIGHT WEIGHT)

3.2 CONCRETE STRENGTH AT 28 DAYS SHALL BE 4000 PSI MINIMUM.

3.3 DO NOT FIELD BEND OR WELD TO GRADE 60 REINFORCED STEEL

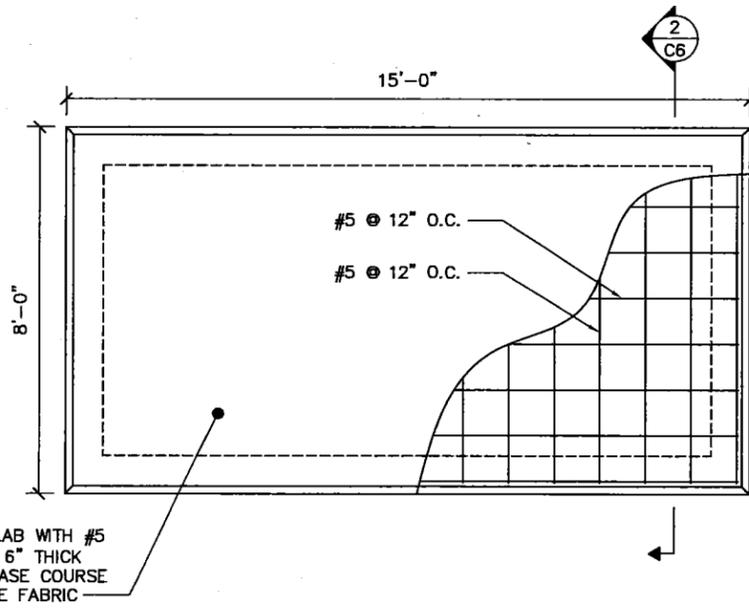
3.4 PROVIDE AIR ENTRAINED CONCRETE WITH AIR CONTENT OF 5 TO 7% FOR ALL CONCRETE EXPOSED TO EARTH OR WEATHER.

3.5 MAXIMUM AGGREGATE SIZE: 3/4" FOR FOOTINGS, WALLS, BEAMS, SLABS AND COLUMNS; 3/8" FOR CONCRETE TOPPING. DO NOT USE ANY ADMIXTURE WHICH HAS CALCIUM CHLORIDE OR WATER.

3.6 MINIMUM COVER FOR REINFORCING STEEL UNLESS INCREASED COVER IS NECESSARY TO MEET FIRE RATINGS INDICATED:

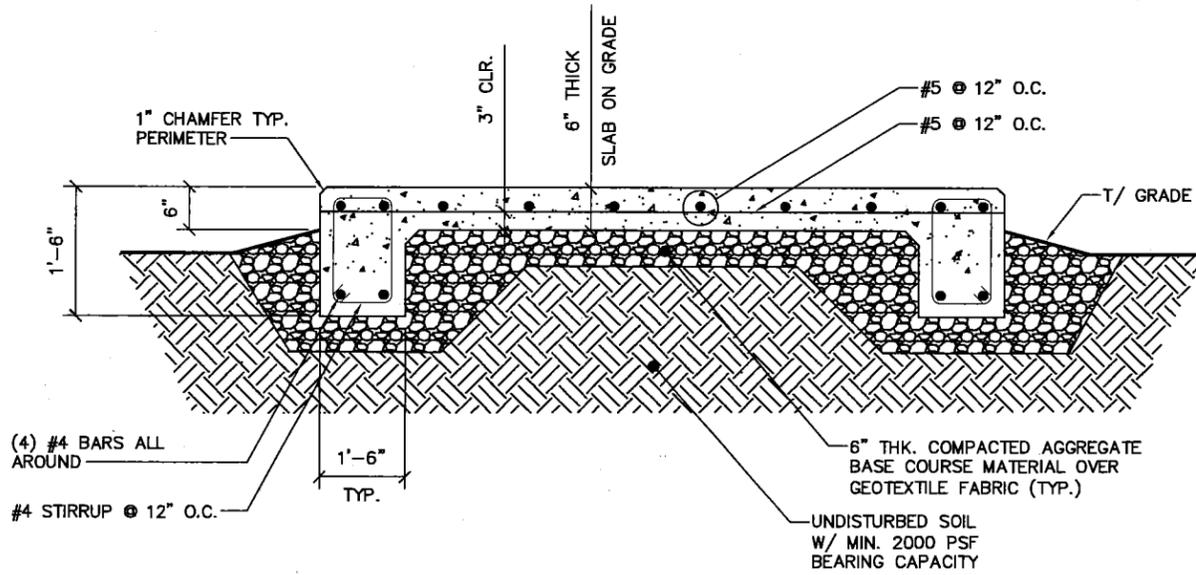
- CAST AGAINST AND EXPOSED EARTH.....3"
- EXPOSED TO EARTH AND WEATHER, #11 TO #6 BARS.....2"
- EXPOSED TO EARTH AND WEATHER, #5 OR SMALLER.....1-1/2"
- INTERIOR EXPOSURE, BEAMS AND COLUMNS.....1-1/2"
- INTERIOR EXPOSURE, SLABS, WALLS AND JOISTS.....3/4"

4.0 COMPACTION: THE STRUCTURAL FILL MATERIAL SHALL BE WELL GRADED GRANULAR SOIL AND SHALL BE PLACED IN LAYERS OF 8 INCHES. EACH LAYER SHALL BE COMPACTED TO A MINIMUM OF 98% COMPACTION BASED ON ASTM D-1557 PRIOR TO SUCCEEDING LAYERS.



**1 CONCRETE PAD DETAIL**  
SCALE: 1/4" = 1'-0"

6" 4000 PSI CONCRETE SLAB WITH #5 @ 12" O.C. EACH WAY ON 6" THICK COMPACTED AGGREGATE BASE COURSE MATERIAL OVER GEOTEXTILE FABRIC



**2 FOOTING DETAIL**  
SCALE: NONE



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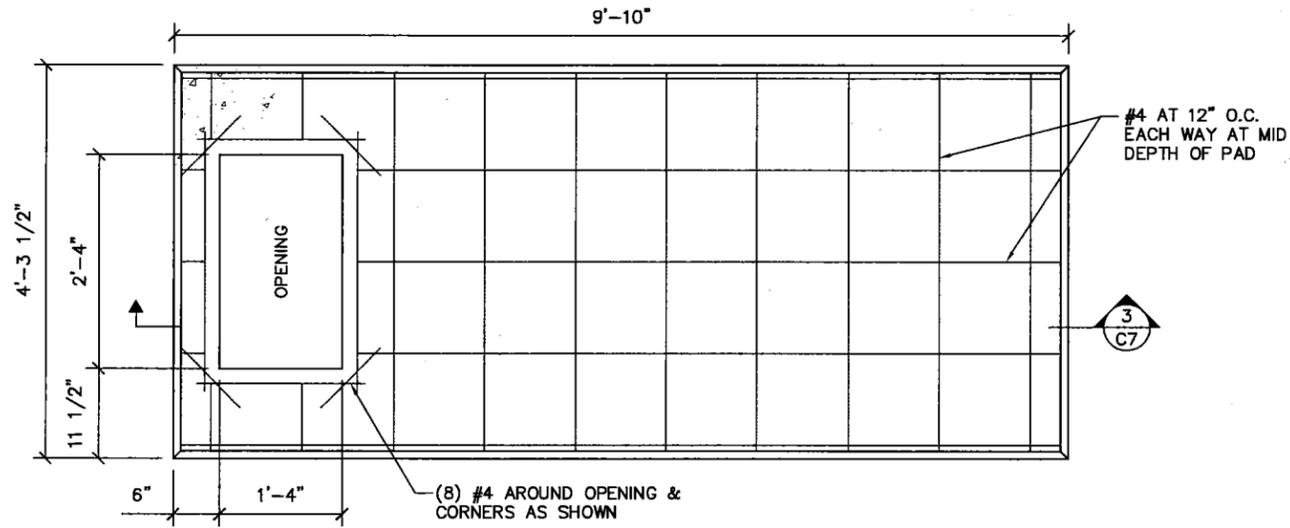


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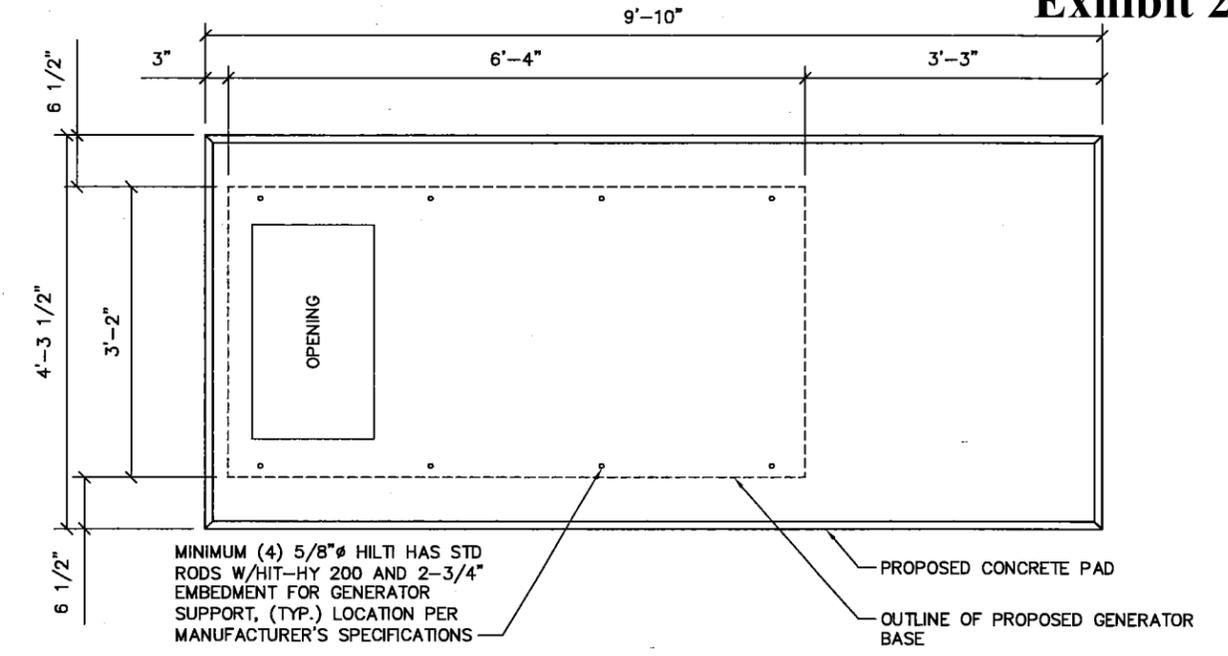
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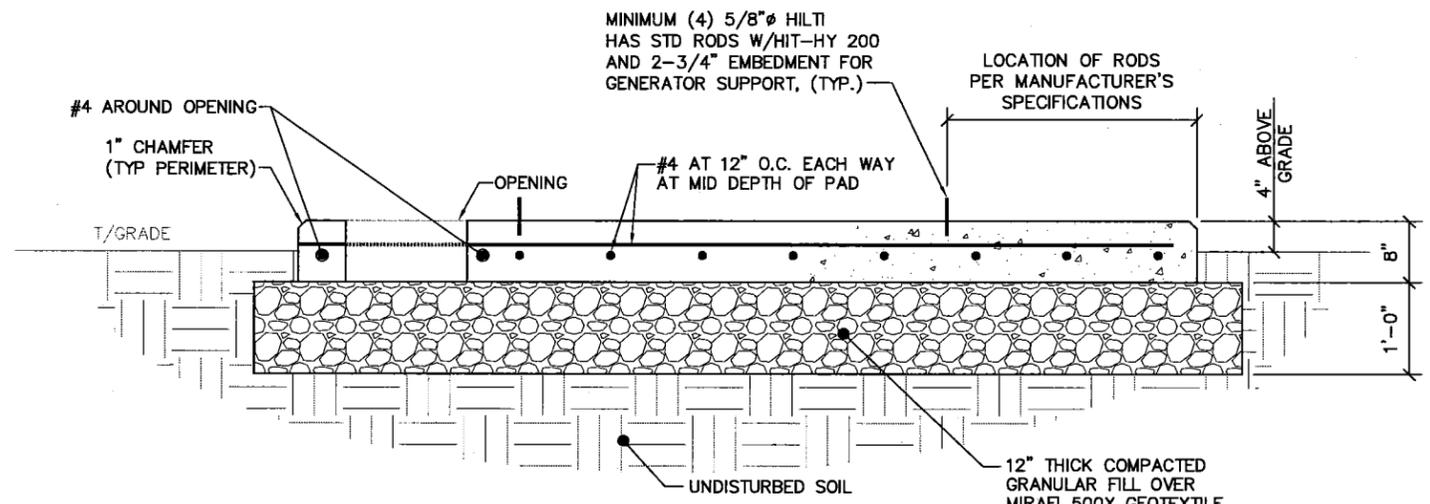
PROJECT NUMBER TT130376
DRAWING TITLE <b>CONCRETE PAD DETAILS</b>
DRAWING NUMBER IL0780-C6



**1 GENERATOR PAD PLAN**  
SCALE: 1/2" = 1'-0"  
NORTH



**2 ANCHOR ROD LOCATIONS**  
SCALE: 1/2" = 1'-0"  
NORTH



SLAB IS DESIGNED FOR AN ALLOWABLE MINIMUM NET SOIL BEARING CAPACITY OF 2000 PSF. GENERAL CONTRACTOR TO REFER TO THE GEOTECHNICAL REPORT FOR CONSTRUCTION CONSIDERATION AND GENERAL COMMENTS.

**3 GENERATOR PAD SECTION**  
SCALE: 1/2" = 10'-0"



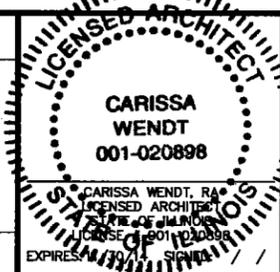
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PROJECT NUMBER  
TT130376  
DRAWING TITLE  
**GENERATOR FOUNDATION PLAN**  
DRAWING NUMBER

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March 20, 2014  
**IL0780-C7**  
Page 95

SCALE: AS SHOWN DESIGNED BY: PMA DRAWN BY: BS

GENERATOR STRUCTURAL GENERAL NOTES

1.0 GENERAL CONDITIONS

1.1 DESIGN AND CONSTRUCTION OF ALL WORK SHALL CONFORM TO THE INTERNATIONAL BUILDING CODE, ACI 318-08, AISC/ASD 13TH EDITION, ASCE 7-05. IN CASE OF CONFLICT BETWEEN THE CODES, STANDARDS, REGULATIONS, SPECIFICATIONS, GENERAL NOTES AND/OR MANUFACTURER'S REQUIREMENTS, USE THE MOST STRINGENT PROVISION.

1.2 IT IS THE EXPRESS INTENT OF PARTIES INVOLVED IN THIS PROJECT THAT THE CONTRACTOR OR SUBCONTRACTOR OR INDEPENDENT CONTRACTOR OR THE RESPECTIVE EMPLOYEES SHALL BE EXCULPATE THE ARCHITECT, THE ENGINEER, TECH. CONSTRUCTION MANAGER, THE OWNER, AND THEIR AGENTS FROM ANY LIABILITY WHATSOEVER AND HOLD THEM HARMLESS AGAINST LOSS, DAMAGES, LIABILITY OR ANY EXPENSE ARISING IN ANY MATTER FROM THE WRONGFUL OR NEGLIGENT ACT, OR FAILURE TO CARRY METHODS, TECHNIQUES OR PROCEDURES OR FAILURE TO CONFORM TO THE STATE SCAFFOLDING ACT IN CONNECTION WITH THE WORK.

1.3 DO NOT SCALE DRAWINGS.

1.4 VERIFY ALL EQUIPMENT MOUNTING DIMENSIONS PER MANUFACTURER DRAWINGS. SEE MANUFACTURER ENCLOSURE CONNECTION DETAILS TO FOUNDATIONS.

1.5 SUBMIT ONE SEPIA AND TWO PRINTS OF ALL STRUCTURAL SHOP DRAWINGS. MARKED UP SEPIA SHALL BE RETURNED.

1.6 DESIGN LOADS ARE:

- DEAD LOADS
- (1) GENERAC INDUSTRIAL DIESEL GENERATOR SD050 (38"x76"x87").....3,400 LBS
- CABINETS:.....4,200 LBS
- GROUND SNOW LOAD.....25 PSF
- WIND LOAD.....30 PSF

2.0 EXISTING CONDITIONS

2.1 CONTRACTOR SHALL FIELD VERIFY THAT THE EXISTING CONSTRUCTION ADJACENT TO THIS CONSTRUCTION, OR TO WHICH THIS CONSTRUCTION SHALL BE CONNECTED, IS AS INDICATED ON THIS DRAWING.

2.2 EXISTING CONDITIONS WILL BE CHECKED AND VERIFIED IN FIELD. IF SIGNIFICANT DEVIATIONS OR DETERIORATION ARE ENCOUNTERED AT THE TIME OF CONSTRUCTION A REPAIR PERMIT WILL BE OBTAINED AND CONTRACTOR SHALL NOTIFY STRUCTURAL ENGINEER IMMEDIATELY.

3.0 CONCRETE

- 3.1 MEET OR EXCEED THE FOLLOWING CODES AND STANDARDS:
  - DESIGN.....ACI 318-08
  - CONSTRUCTION.....ACI 301
  - DETAILING.....CRSI MANUAL OF STANDARD PRACTICE
  - REINF. STEEL.....ASTM A 615 GRADE 60, DEFORMED
  - MIXING.....ASTM C 94. READY MIX CONCRETE
  - AIR ENTRAINMENT.....ACI 318 AND ASTM C-260
  - AGGREGATE.....ASTM C 33 AND C 330 (FOR LIGHT WEIGHT)

3.2 CONCRETE STRENGTH AT 28 DAYS SHALL BE 4000 PSI MINIMUM.

3.3 DO NOT FIELD BEND OR WELD TO GRADE 60 REINFORCED STEEL.

3.4 PROVIDE AIR ENTRAINED CONCRETE WITH AIR CONTENT OF 5 TO 7% FOR ALL CONCRETE EXPOSED TO EARTH OR WEATHER.

3.5 MAXIMUM AGGREGATE SIZE: 3/4" FOR FOOTINGS, WALLS, BEAMS, SLABS AND COLUMNS: 3/8" FOR CONCRETE TOPPING.

3.6 DO NOT USE IN ADMIXTURE. WATER OR OTHER CONSTITUENTS OF CONCRETE WHICH HAS CALCIUM CHLORIDE.

3.7 MINIMUM COVER FOR REINFORCING STEEL UNLESS INCREASED COVER IS NECESSARY TO MEET FIRE RATINGS INDICATED:

- CAST AGAINST AND EXPOSED EARTH.....3"
- EXPOSED TO EARTH AND WEATHER, #11 TO #6 BARS.....2"
- EXPOSED TO EARTH AND WEATHER, #5 OR SMALLER..1-1/2"
- INTERIOR EXPOSURE, BEAMS AND COLUMNS.....1-1/2"
- INTERIOR EXPOSURE, SLABS, WALLS AND JOISTS.....3/4"

4.0 COMPACTION

4.1 THE STRUCTURAL FILL MATERIAL SHALL BE WELL GRADED GRANULAR SOIL AND SHALL BE PLACED IN LAYERS OF 8 INCHES. EACH LAYER SHALL BE COMPACTED TO A MINIMUM OF 98% COMPACTION BASED ON ASTM D-1557 PRIOR TO SUCCEEDING LAYERS.

5.0 STEEL NOTES

5.1 MEET OR EXCEED THE FOLLOWING CODES & STANDARDS EXCEPT AS NOTED:

- A. STRUCTURAL STEEL.....AISC SPECIFICATION, ALLOWABLE STRESS DESIGN, 13TH EDITION
  - W SHAPES .....ASTM A992 - 50KSI
  - SHAPES AND PLATES.....ASTM A36
  - PLATES BENT OR COLD FORMED.....ASTM A 283, GRADE C
  - PIPES.....ASTM A 500, GRADE B - 42 KSI
  - TUBES.....ASTM A 500, Fy= 46 KSI
  - STRUCTURAL SHEETS, HOT ROLLED.....ASTM A 570
  - COLD-FORMED STEEL TUBING.....ASTM A 500, GRADE B
  - BOLTS, NUTS & WASHERS FOR FRAMING MEMBERS AND BRACINGS.....ASTM A 325-X
  - BOLTS, NUTS & WASHERS FOR ANCHOR BOLTS AND SECONDARY CONNECTIONS.....ASTM A 325
- B. WELDS.....AWS E 70XX

5.2 FOR EXISTING STEEL; MINIMUM YIELD STRENGTH fy=28 KSI

EXCEPTION IS TAKEN TO AISC CODE OF STANDARD PRACTICE PARAGRAPH

5.3 REGARDING OWNERS AND FABRICATOR'S RESPONSIBILITY FOR CONNECTION DESIGN AND ADEQUACY OF SHOP DRAWINGS. COMPLIANCE WITH THE REQUIREMENTS SHOWN ON DRAWINGS AND/OR SPECIFICATIONS, CONNECTION DESIGN AND DETAILING IS THE CONTRACTOR'S RESPONSIBILITY. ENGINEER'S REVIEW OF SHOP DRAWINGS IS FOR GENERAL CONSIDERATIONS ONLY AND DOES NOT CONSTITUTE AN ACCEPTANCE OF THESE RESPONSIBILITY BY THE OWNER AND/OR ENGINEER.

5.4 COATINGS:

- A. ALL NEW STEEL SHALL BE HOT DIP GALVANIZED
- B. FIELD TOUCH UP ALL GALVANIZED SURFACES

6.0 FOUNDATION NOTES

6.1 ALL FOOTINGS SHALL BE CONSTRUCTED UPON UNDISTURBED, NATURAL SUBGRADE OR COMPACTED GRANULAR FILL WITH A MINIMUM NET ALLOWABLE BEARING CAPACITY OF 2000 PSF.

6.2 THE SOIL SUBGRADE FOR ALL FOOTINGS AND SLABS SHALL BE INSPECTED AND APPROVED BY THE OWNER'S TESTING AGENCY IMMEDIATELY PRIOR TO PLACING FOUNDATION CONCRETE OR CONCRETE MUD SLABS.

6.3 ALL ORGANIC AND / OR OTHER UNSUITABLE MATERIAL SHALL BE REMOVED FROM FOUNDATION AND SLAB SUBGRADE AND BACKFILL AREAS, AND THEN BACKFILLED WITH ACCEPTABLE GRANULAR FILL COMPACTED TO 95 PERCENT OF MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT (ASTM D1557).

6.4 NO FOOTINGS OR STRUCTURAL SLABS SHALL BE PLACED INTO OR AGAINST SUBGRADES CONTAINING FREE WATER, FROST OR ICE. SHOULD WATER OR FROST ENTER A FOOTING/MUD SLAB/STRUCTURAL SLAB EXCAVATION AFTER SUBGRADE APPROVAL, THE SUBGRADE SHALL BE REINSPECTED BY THE OWNER'S SOIL TESTING LABORATORY AFTER REMOVAL OF WATER, FROST, OR ICE.

6.5 THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MEASURES TO PREVENT ANY WATER, FROST, OR ICE FROM PENETRATING ANY FOOTING OR STRUCTURAL / MUD SLAB SUBGRADE BEFORE AND AFTER PLACING OF CONCRETE, AND UNTIL SUCH SUBGRADES ARE FULLY PROTECTED BY THE PERMANENT BUILDING STRUCTURE.

6.6 ALL FOOTING MUD SLABS SHALL BE THOROUGHLY CLEANED IMMEDIATELY PRIOR TO CONCRETE PLACEMENT.

7.0 EXCAVATION NOTES

7.1 THE CONTRACTOR SHALL PROVIDE ALL MEASURES AND PRECAUTIONS NECESSARY TO PREVENT DAMAGE AND MINIMIZE SETTLEMENT OF EXISTING OR NEW CONSTRUCTION INSIDE OR OUTSIDE THE PROJECT LIMITS. ANY DAMAGE TO NEW OR EXISTING CONSTRUCTION, INSIDE OR OUTSIDE OF THE PROJECT LIMITS, CAUSED BY CONSTRUCTION TECHNIQUES OR MOVEMENTS OF SOIL SURROUNDING THE GENERAL EXCAVATION, IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

7.2 ALL EXCAVATION SHALL BE BASED UPON ENGINEERED DRAWINGS PREPARED BY THE CONTRACTOR INCLUDING PLANS AND SECTIONS OF EXCAVATION SEQUENCES.

7.3 THE GENERAL EXCAVATION ACROSS THE SITE SHALL NOT EXTEND DEEPER THAN THE SLAB-ON-GRADE SUBGRADE ELEVATION. THE EXCAVATIONS FOR SPREAD FOOTINGS, PITS, AND TRENCHES SHALL BE EXCAVATED ON AN INDIVIDUAL, LOCALIZED BASIS DOWN FROM THE SLAB-ON-GRADE SUBGRADE. THE LAST 6 INCHES OF EACH EXCAVATION SHALL BE HAND EXCAVATED TO A TRIM, LEVEL SURFACE.

7.4 ALL EXCAVATION BELOW THE SLAB LEVEL REQUIRED FOR PITS AND TRENCHES SHALL BE RETAINED BY LOCALIZED SOIL RETENTION SYSTEMS, AS MAY BE NECESSARY, BASED ON THE CONTRACTOR'S DESIGN USING APPROPRIATE EARTH AND HYDRAULIC PRESSURES AND THE CONSTRUCTION LOADINGS.

7.5 THE CONTRACTOR SHALL PROVIDE POSITIVE PROTECTION (MAT/SHEET COVERINGS), FOR ALL EXCAVATION SLOPES, TO PROTECT SLOPES FROM INSTABILITY AND DETERIORATION DUE TO RAIN, WIND, OR SNOW / ICE.

7.6 THE CONTRACTOR SHALL PROVIDE SURFACE DRAINAGE CHANNELS AND SUMPS AND SUMP PUMPS TO PROTECT ALL EXCAVATIONS FROM FLOODING. FLOODING OF ANY EXCAVATION AFTER APPROVAL OF ANY SUBGRADE WILL BE CAUSE OF COMPLETE REMOVAL OF CONCRETE MUD SLABS, AND THE COMPLETE REPREPARATION AND APPROVAL OF THE SUBGRADE.

7.7 THE SITE SHALL BE DEWATERED, AS REQUIRED, BEFORE (OR AS) THE EXCAVATION PROCEEDS. THE CONTRACTOR SHALL PROVIDE ALL CONSTRUCTION AND EQUIPMENT FOR THE DEWATERING SYSTEM. AT ALL TIMES, THE DEWATERING SYSTEM SHALL MAINTAIN THE WATER LEVEL A MINIMUM OF 3 FEET BELOW THE DEEPEST FOUNDATION SUBGRADE. THE DEWATERING SYSTEM SHALL BE MAINTAINED UNTIL THE GROUND FLOOR SLAB IS IN PLACE AND THE PERMANENT BUILDING DRAINAGE SYSTEM IS FULLY OPERATIONAL.

7.8 THE OWNER'S SOIL TESTING LABORATORY SHALL REVIEW AND CONTINUOUSLY MONITOR THE EXCAVATION, DEWATERING, AND SOIL RETENTION SYSTEMS. THE CONTRACTOR SHALL INSTALL AND CONTINUOUSLY SURVEY: A. VERTICAL AND HORIZONTAL MOVEMENTS OF THE ADJACENT EXISTING FOUNDATION B. OBSERVATION WELLS FOR MONITORING WATER LEVELS BELOW GROUND SURFACE.



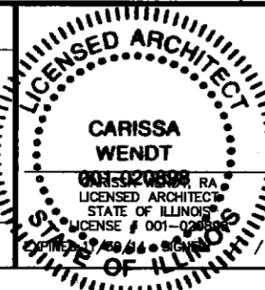
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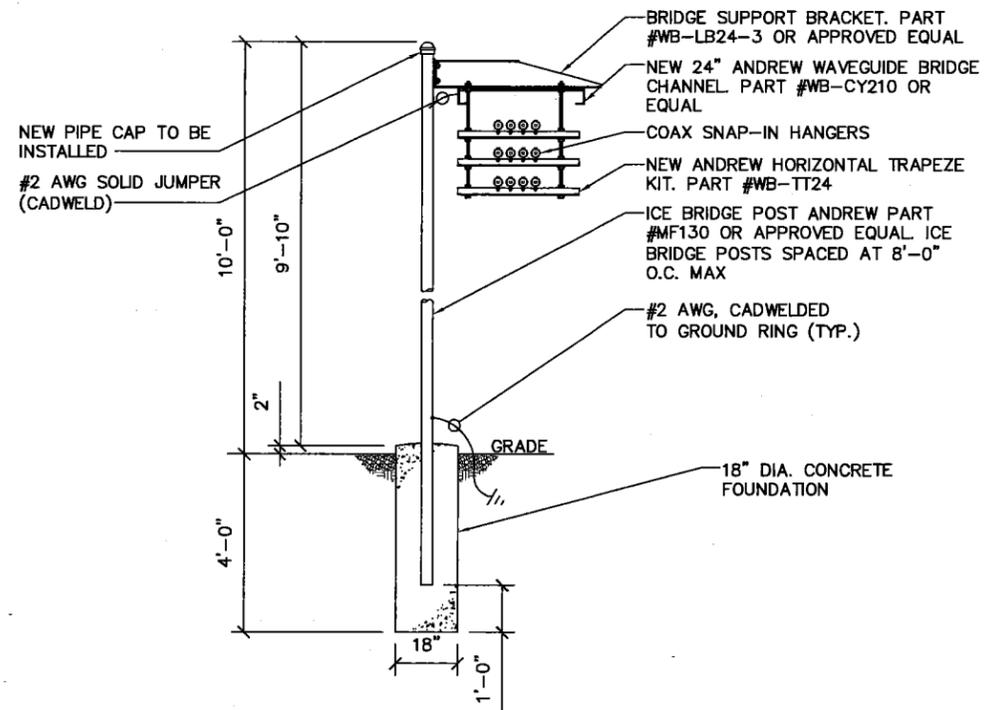
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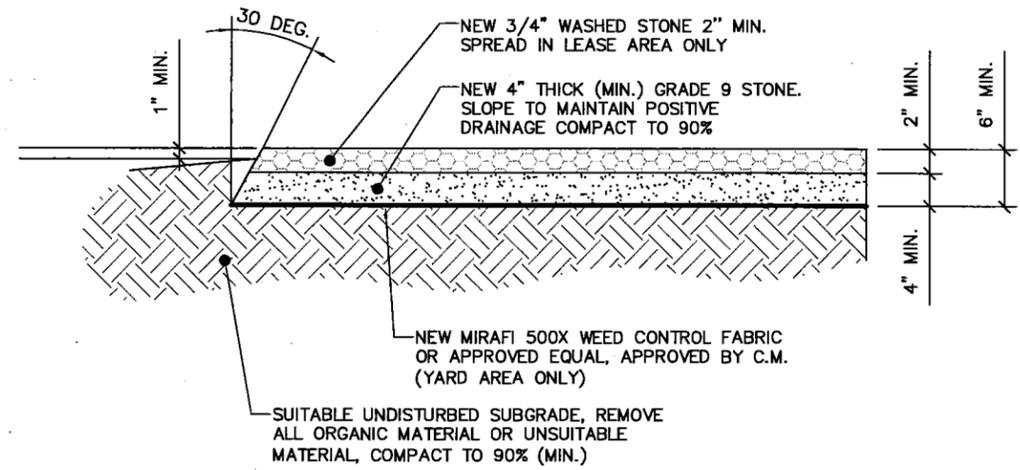
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SCALE: AS SHOWN    DESIGNED BY: PMA    DRAWN BY: BS					

PROJECT NUMBER  
TT130376  
DRAWING TITLE  
**GENERATOR & CONCRETE  
PAD NOTES**  
DRAWING NUMBER

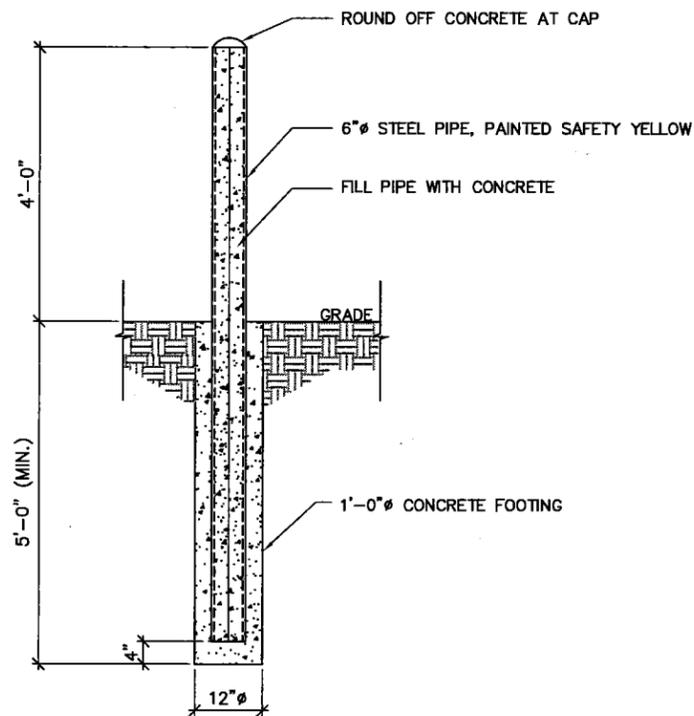


**1 ICE BRIDGE DETAIL**  
SCALE: NONE

NOTE:  
WEED CONTROL FABRIC SHALL BE  
USED UNDER ALL AREAS OF THE  
YARD.



**2 YARD PAVEMENT DETAIL**  
SCALE: NONE



**3 BOLLARD DETAIL**  
SCALE: NONE

**4 NOT USED**  
SCALE: NONE

**Mastec**  
Network Solutions

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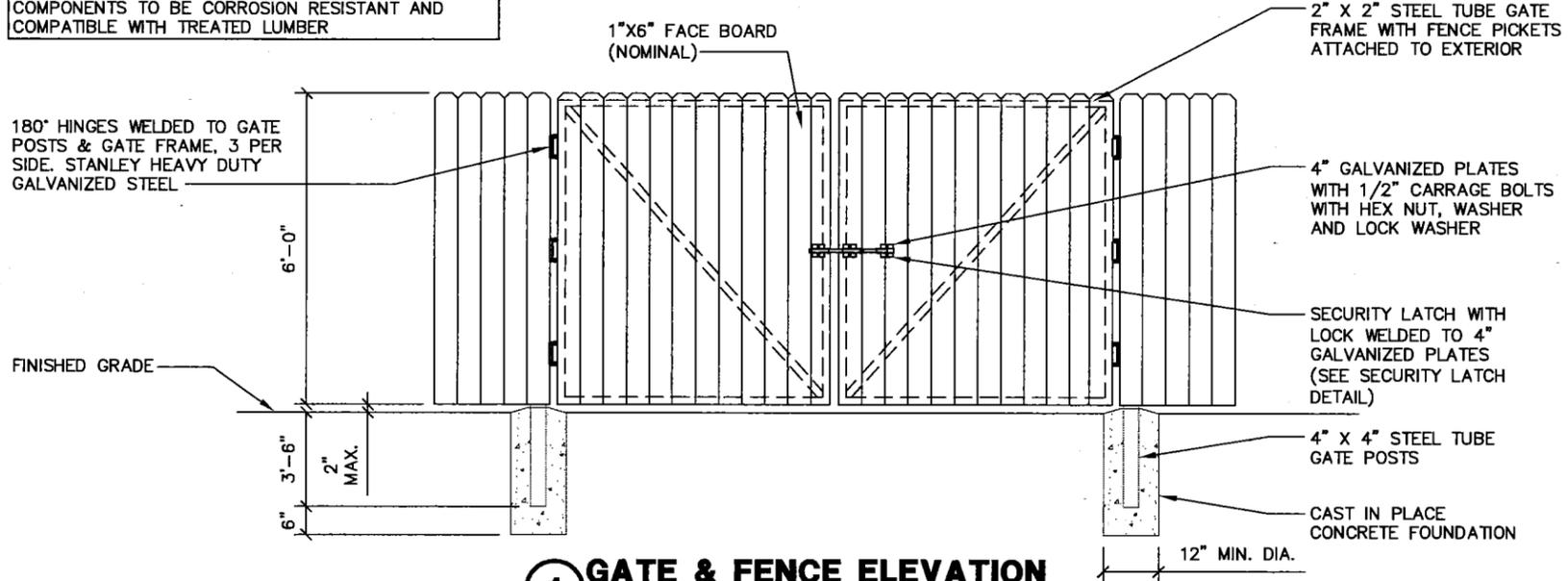
**ICE BRIDGE AND  
YARD DETAILS**

DRAWING NUMBER

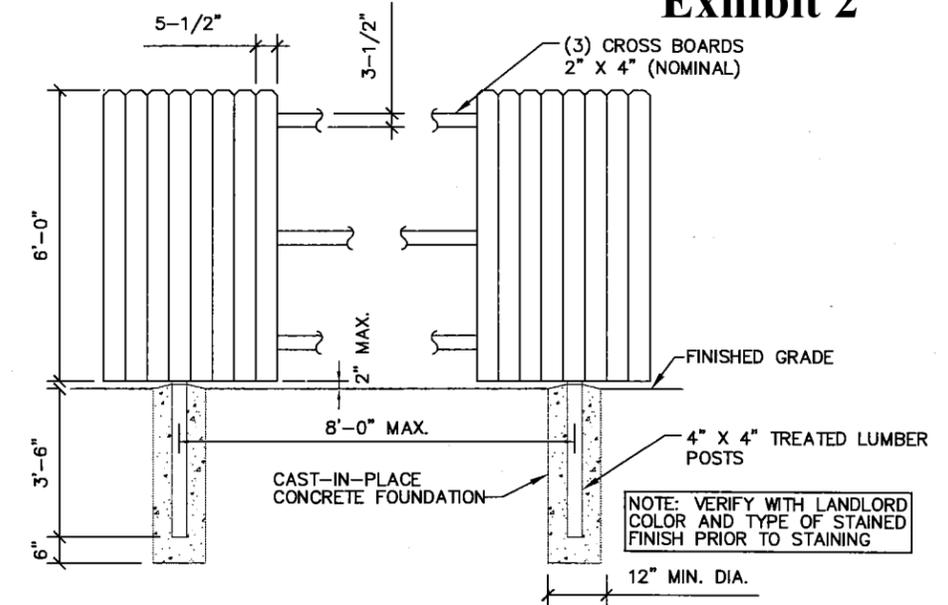
**IL0780-C9**

**Exhibit 2**

NOTE: ALL WOOD COMPONENTS TO BE PRESSURE TREATED UNLESS NOTED OTHERWISE AND ALL METAL COMPONENTS TO BE CORROSION RESISTANT AND COMPATIBLE WITH TREATED LUMBER

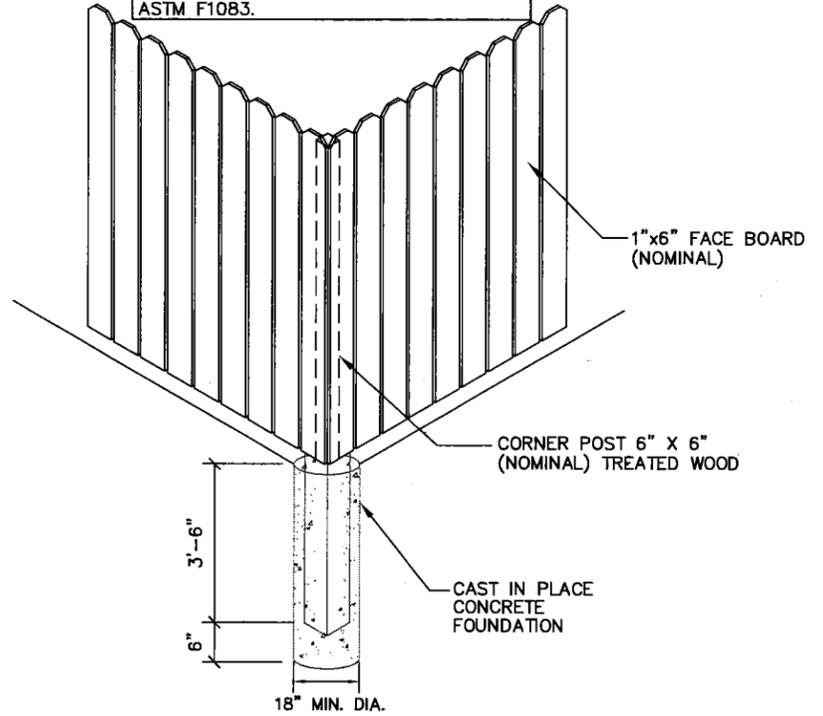


**1 GATE & FENCE ELEVATION**  
SCALE: NONE

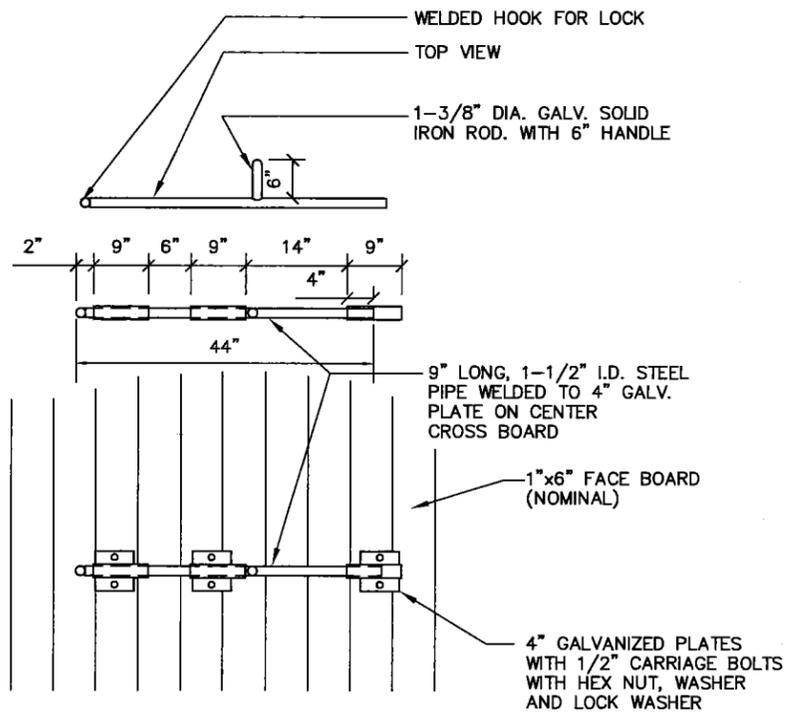


**2 FENCE SECTION DETAIL**  
SCALE: NONE

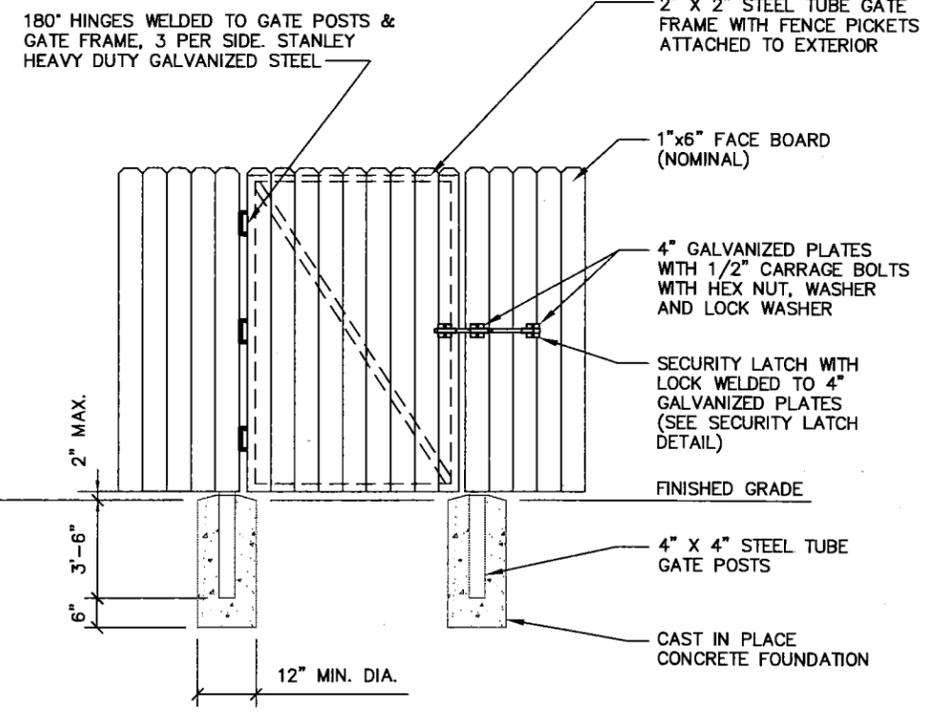
NOTE: ALL WOOD FENCE CONSTRUCTION TO MEET ASTM F537 STANDARDS. ALL METAL FENCE CONSTRUCTION TO MEET ASTM F1083.



**3 CORNER DETAIL**  
SCALE: NONE



**4 SECURITY LATCH DETAIL**  
SCALE: NONE



**5 PARTIAL GATE DETAIL**  
SCALE: NONE



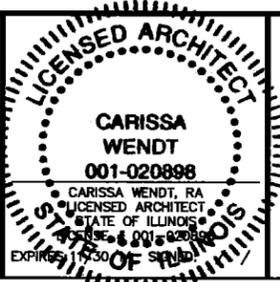
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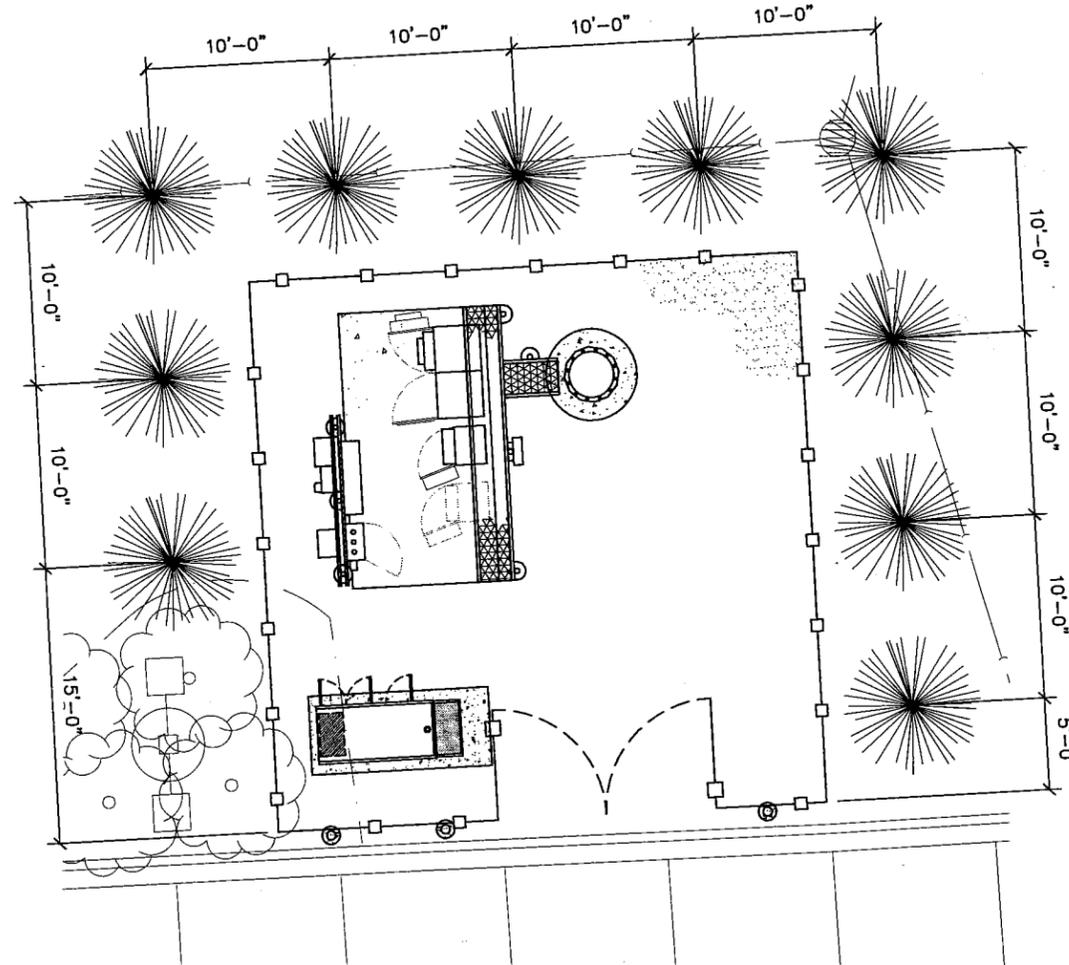
PROJECT NUMBER	TT130376
DRAWING TITLE	FENCE DETAILS
DRAWING NUMBER	IL0780-C10

Regular Village Board Meeting  
March 20, 2014 Page 98

**Exhibit 2**  
 NOTE: CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.

NOTE: ALL MATERIALS SURROUNDING THE TREE ROOT BALL, INCLUDING WIRING, ARE TO BE REMOVED PRIOR TO PLANTING OF TREES.

LANDSCAPE CHART					
NO.	MATERIAL	SCIENTIFIC NAME	HT. AT INSTALL	SPACING	ROOT BALL
10	BLACK HILLS SPRUCE	PICEA GLAUCA 'DENSATA'	10'-15'	10'-0" O.C. MIN	B/B



**1 LANDSCAPING SITE PLAN**  
 SCALE: 1" = 10'-0"  
 NORTH

**MasTec**  
 Network Solutions

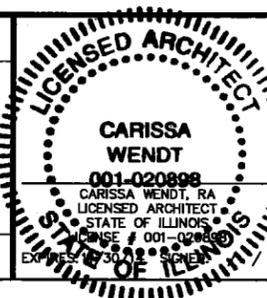
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PROJECT NUMBER TT130376
DRAWING TITLE <b>LANDSCAPING PLAN</b>
DRAWING NUMBER <b>IL0780-L1</b>

**LANDSCAPE GENERAL NOTES:**

ALL PLACEMENT OF LANDSCAPING SHALL MEET THE FOLLOWING CONDITIONS:

1. ALL PLANT MATERIAL SHALL BE PLANTED IN A MANNER WHICH IS NOT TO INTERFERE WITH OVERHEAD WIRES OR BE INTRUSIVE TO UTILITIES OR PAVEMENT.
2. NO TREES OR OTHER LANDSCAPING SHALL BE LOCATED CLOSER THAN 10 FEET TO A FIRE HYDRANT OR OTHER ABOVE GROUND UTILITIES.
3. NO LANDSCAPING SHALL INTERFERE WITH SITE REQUIREMENTS FOR SAFE INGRESS AND EGRESS.

**INSTALLATION STANDARDS:**

1. PLANT MATERIAL SHALL CONFORM WITH THE CURRENT AMERICAN STANDARDS FOR NURSERY STOCK, PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN FOR THAT TYPE OF TREE OR SHRUB AT THE TIME OF INSTALLATION.
2. ALL TREES SHALL BE GROWN IN A NURSERY LOCATED IN THE STATE OF ILLINOIS.
3. ALL PLANT MATERIAL SHALL BE INSTALLED FREE OF DISEASE AND IN A MANNER THAT ENSURES THE AVAILABILITY OF SUFFICIENT SOIL AND WATER TO SUSTAIN HEALTHY GROWTH.
4. ALL TAGS, WIRES, PLASTIC TIES AND ROPE SHALL BE CUT FROM EACH TREE TO PREVENT GIRDLING OF THE TREE. THE BURLAP SHALL BE PULLED BACK FROM THE UPPER THIRD OF THE ROOTBALL. IF A PLASTIC 'BURLAP' IS USED, IT SHALL BE REMOVED IN ITS ENTIRETY FROM THE ROOTBALL.
5. ALL PLANT MATERIAL SHALL BE PLANTED WITH A MINIMUM OF DEPTH OF THREE (3) INCHES OF MULCHED MATERIAL AND A DIAMETER OF THREE (3) FEET AROUND THE BASE OF THE TREE.
6. TREES SHALL BE STAKED WITH POSTS AND NOT STAKES IN AREAS OF HIGH WIND FOR ONE TO THREE YEARS TO ALLOW THE GROWTH OF PROPOSED ROOTS TO STABILIZE. ALL ROPES SHALL BE COVERED TO PREVENT CUTTING INTO THE BARK.
7. ANY EXCESS SOIL, CLAY, OR CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE PLANTING SITE, PRIOR TO PLANTING OF INDIVIDUAL TREES AT FINAL GRADE.
8. THE JURISDICTION, AT ITS DISCRETION, HAS THE RIGHT TO RETAIN A PROFESSIONAL LANDSCAPE ARCHITECT OR ARBORIST TO REVIEW SUBMITTED LANDSCAPE PLAN AND THE PROFESSIONAL LANDSCAPE ARCHITECT OR ARBORIST WILL SUBMIT A WRITTEN REPORT TO THE PLANNING AND ZONING COMMISSION. ALL EXPENSES INCURRED BY THE JURISDICTION FOR THE USE OF THE LANDSCAPE ARCHITECT OR ARBORIST SHALL BE REIMBURSED BY THE DEVELOPER.

**PLANTING SEASONS:**

1. PLANTS MUST BE PLANTED DURING THE FOLLOWING DATES: APRIL 1ST TO MAY 15TH AND SEPTEMBER 1ST TO OCTOBER 1ST
2. THE PLANTING PERIODS INDICATED MAY BE EXTENDED DUE TO WEATHER CONDITIONS OR OTHER FACTORS, WHICH MUST BE APPROVED BY THE LANDSCAPE ARCHITECT/ENGINEER.
3. THE CONTRACTOR WILL BE RELIEVED FOR HIS GUARANTEE RESPONSIBILITY SHOULD THE OWNER REQUIRE PLANT MATERIAL INSTALLATIONS TO BE COMPLETED DURING OTHER TIMES THAN THE PLANTING PERIODS INDICATED.

**PLANTING:**

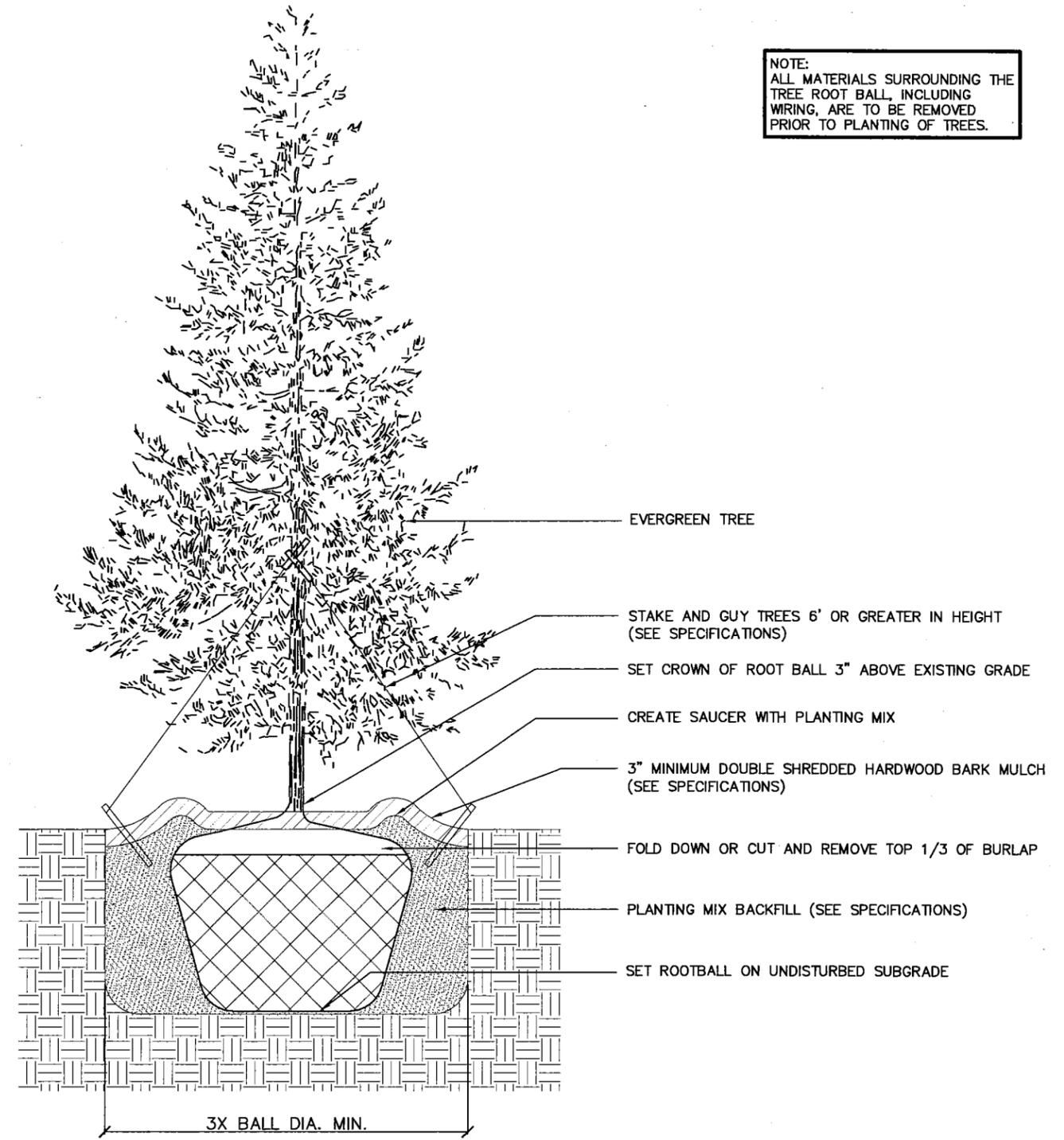
1. ALL SHADE TREES, ORNAMENTAL TREES, EVERGREEN TREES AND SHRUBS SHALL BE PLANTED IN HOLES EXCAVATED AT LEAST 3x THE WIDTH OF THE DIAMETER OF THE BALL OR CONTAINER AND DEEP ENOUGH SO THAT THE TOP OF THE BALL OR SOIL IN THE CONTAINER IS AT OR JUST ABOVE EXISTING GRADE.
2. ALL TWINE OR ROPE MUST BE CUT AND REMOVED AND THE BURLAP FOLDED AWAY FROM THE TOP OF THE BALL. THE EXCAVATION MUST BE BACKFILLED WITH THE PLANTING MIXTURE AND WATERED. ANY SETTLEMENT WILL BE FILLED WITH PLANTING MIXTURE.
3. A 4" DEEP SAUCER, SIMILAR TO THE DIAMETER OF THE PLANTING HOLE SHALL BE CREATED USING PLANTING MIX.
4. PLANTING MIX TO CONSIST OF 1/3 TOP SOIL, 1/3 SOIL FROM EXCAVATION, AND 1/3 MUSHROOM COMPOST (OR 1/3 PEAT MOSS).

**CLEAN UP:**

1. ALL DEBRIS GENERATED DURING THE INSTALLATION OF PLANT MATERIALS MUST BE REMOVED FROM THE SITE.
2. ALL PAVEMENTS AND WALKS MUST BE SWEEPED AFTER EACH DAYS WORK. UPON COMPLETION OF THE WORK, ALL PAVEMENTS MUST BE WASHED TO REMOVE ALL MUD OR DIRT.

LANDSCAPE CHART					
NO.	MATERIAL	SCIENTIFIC NAME	HT. AT INSTALL	SPACING	ROOT BALL
10	BLACK HILLS SPRUCE	PICEA GLAUCA 'DENSATA'	10'-15'	10'-0" O.C. MIN	B/B

NOTE:  
ALL MATERIALS SURROUNDING THE TREE ROOT BALL, INCLUDING WIRING, ARE TO BE REMOVED PRIOR TO PLANTING OF TREES.



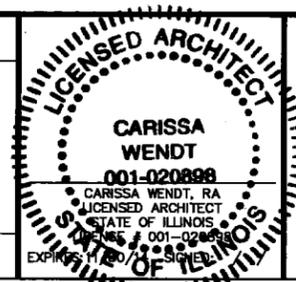
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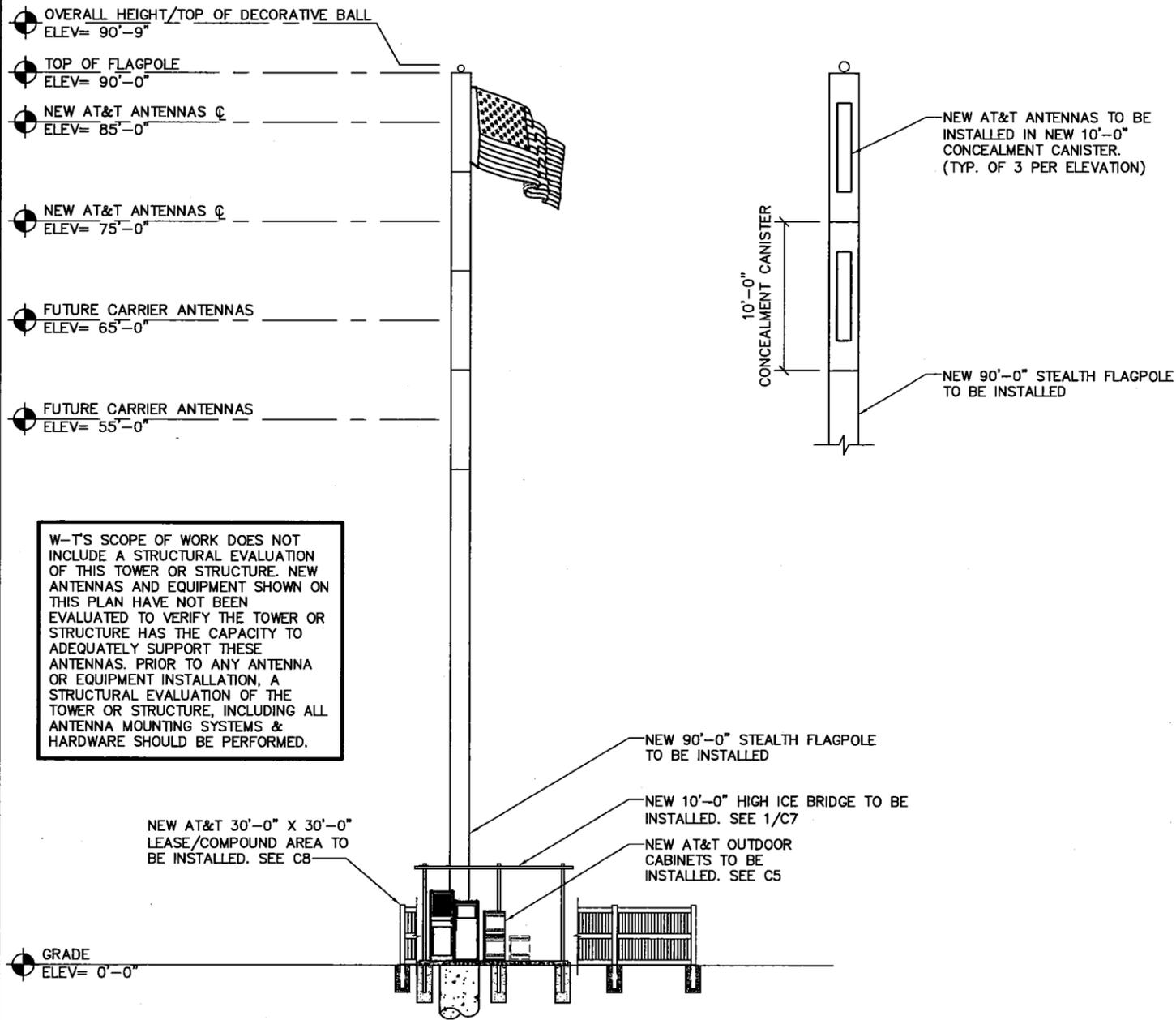
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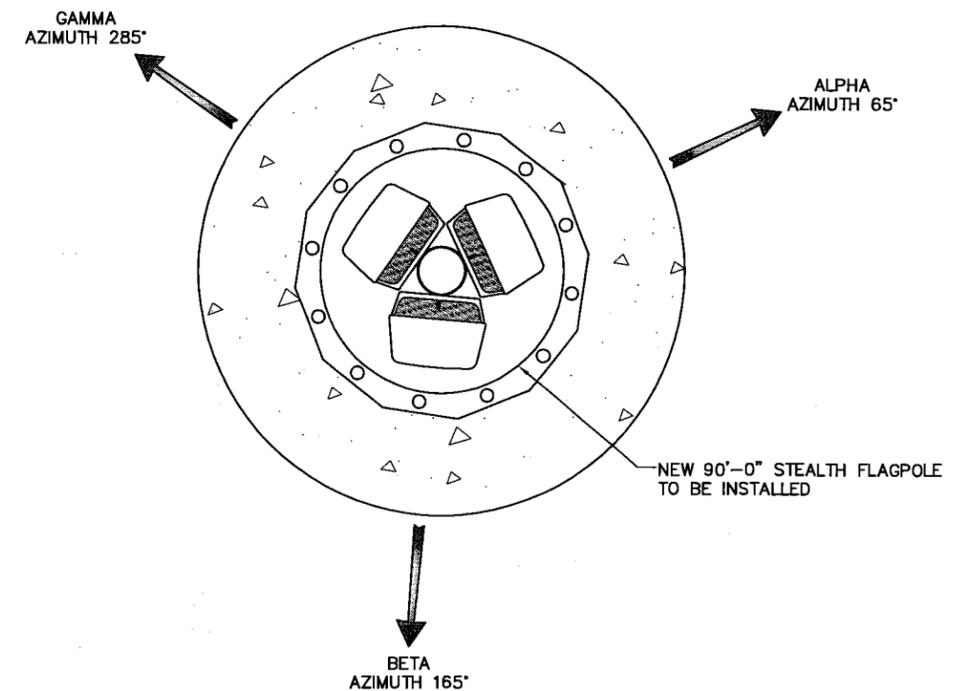
PROJECT NUMBER TT130376
DRAWING TITLE <b>LANDSCAPING DETAILS</b>
DRAWING NUMBER IL0780-L2

NOTES:

1. ALL RF CABLE (JUMPER) LENGTHS SHALL BE WITHIN 9 FEET OF EACH OTHER ACROSS ALL SECTORS. FOR EXAMPLE, ALPHA SECTOR'S SHORTEST JUMPER IS 6 FEET IN LENGTH. THEREFORE, GAMMA SECTOR'S LONGEST JUMPER CAN BE NO MORE THAN 15 FEET LONG (6'+9'=15').
2. FOR SITES WHERE CSRF WILL BE IMPLEMENTED WITH EXISTING LTE EQUIPMENT, EXISTING RF JUMPER MAY BE RE-USED. INSTALLER SHALL MEASURE JUMPERS AND ENSURE LENGTHS COMPLY WITH NOTE 6.
3. ALL RF CABLE JUMPERS SHALL USE PRE-MADE JUMPERS WITH PRE-INSTALLED CONNECTORS ON BOTH ENDS.
4. ALL RF JUMPERS SHALL BE LDF OR LCF12 JUMPERS FROM APPROVED RF JUMPER CABLE MANUFACTURERS (ANDREW AND RFS).
5. RF JUMPER CONNECTORS SHALL BE INSTALLED WITH PROPER TORQUE AND WEATHERPROOFING.
6. JUMPERS SHALL HAVE RF SWEEP PERFORMED.
7. ALL FIBER CABLES SHALL BE OF THE SAME LENGTH FROM THE FIBER/DC SURGE PROTECTION BOX TO EACH RRH/RRU. ANY EXCESS FIBER SHOULD BE SPOOLED IN THE FIBER/DC SURGE PROTECTIONS BOX.
8. JUMPERS SHALL BE SUPPORTED AT INTERVALS NOT EXCEEDING 3 FEET.
9. DRAWING IS FOR REFERENCE ONLY. ROUTING IS DIAGRAMMATIC.



**1 TOWER ELEVATION**  
SCALE: 1" = 15'-0"



**2 ANTENNA PLAN**  
SCALE: NONE



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SCALE: AS SHOWN			DESIGNED BY: PMA		DRAWN BY: BS

PROJECT NUMBER TT130376
DRAWING TITLE <b>TOWER ELEVATION &amp; ANTENNA PLAN</b>
DRAWING NUMBER <b>IL0780-A1</b>

SECTOR	ANTENNA NUMBER	FREQUENCY	TOP & BOTTOM JUMPER COLOR	COAX ID	ANTENNA VENDOR	ANTENNA MODEL	AZIMUTH	ELECTRICAL DOWNTILT	MECHANICAL DOWNTILT	ANTENNA C FROM GROUND	ANTENNA TIP HEIGHT	COAXIAL SIZE	FEEDER LENGTH
A	A1	700	-	-	QUINTEL	QS6658-3	45°	-	-	85'-0"	88'-0"	7/8" COAX	±95'-0"
		AWS	-	-				7/8" COAX	±95'-0"				
		850	-	-				7/8" COAX	±95'-0"				
		1900	-	-				7/8" COAX	±95'-0"				
B	B1	700	-	-	QUINTEL	QS6658-3	165°	-	-	85'-0"	88'-0"	7/8" COAX	±95'-0"
		AWS	-	-				7/8" COAX	±95'-0"				
		850	-	-				7/8" COAX	±95'-0"				
		1900	-	-				7/8" COAX	±95'-0"				
C	C1	700	-	-	QUINTEL	QS6658-3	285°	-	-	85'-0"	88'-0"	7/8" COAX	±95'-0"
		AWS	-	-				7/8" COAX	±95'-0"				
		850	-	-				7/8" COAX	±95'-0"				
		1900	-	-				7/8" COAX	±95'-0"				
A	A2	700	-	-	ANDREW	SBNH-1D6565C	45°	-	-	75'-0"	78'-0"	7/8" COAX	±85'-0"
		850/1900	-	-				7/8" COAX	±85'-0"				
B	B2	700	-	-	ANDREW	SBNH-1D6565C	165°	-	-	75'-0"	78'-0"	7/8" COAX	±85'-0"
		850/1900	-	-				7/8" COAX	±85'-0"				
C	C2	700	-	-	ANDREW	SBNH-1D6565C	285°	-	-	75'-0"	78'-0"	7/8" COAX	±85'-0"
		850/1900	-	-				7/8" COAX	±85'-0"				

**1 ANTENNA INFORMATION CHART**  
SCALE: NONE

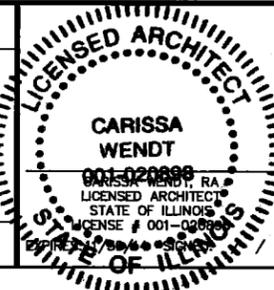


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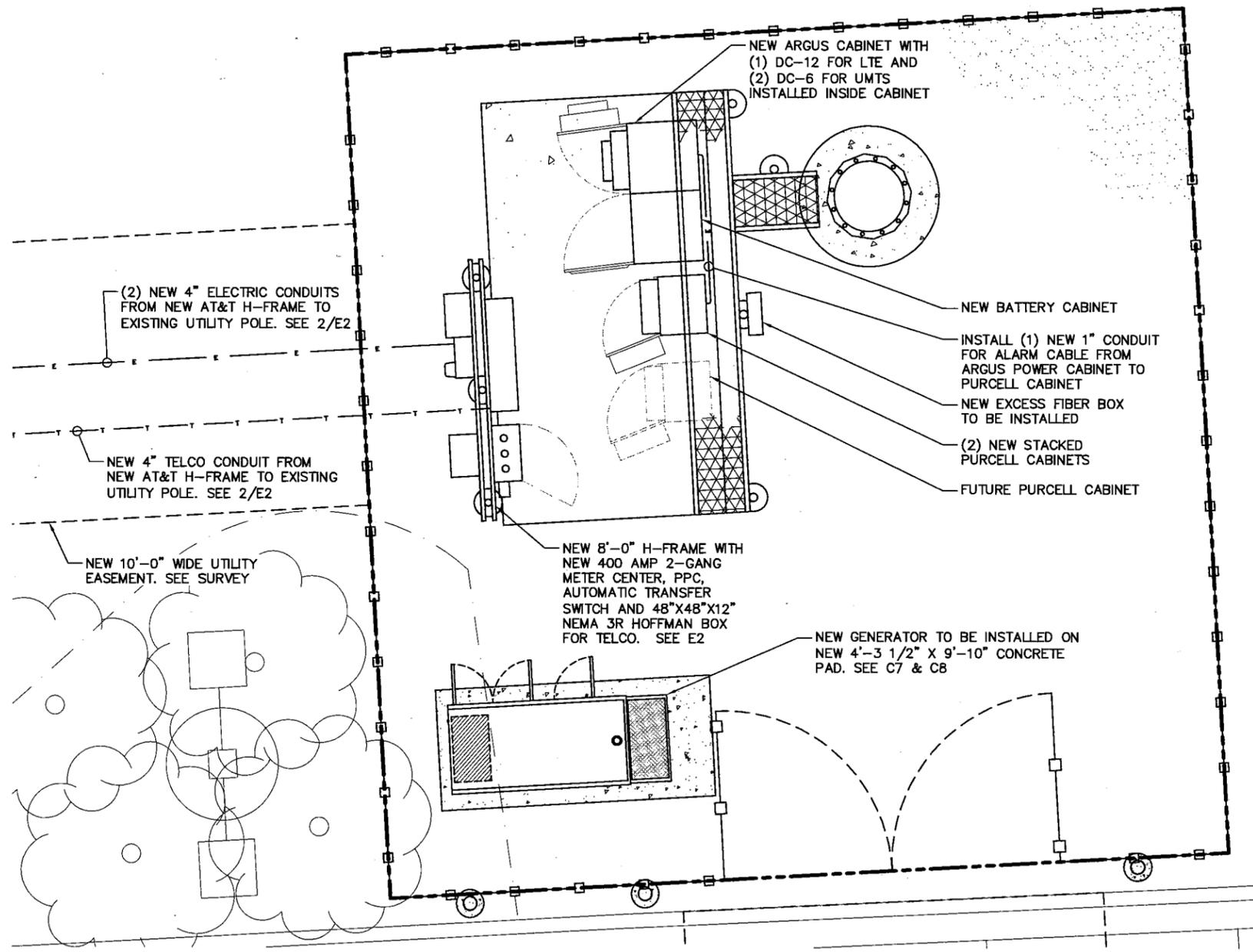
NO.	DATE	REVISIONS	BY	CHK	APP
C	12/26/13	REVISION	JW	PMA	CEW
B	11/22/13	95% REVIEW	BS	JW	PMA
A	09/13/13	90% REVIEW	BS	JW	PMA

SCALE: AS SHOWN    DESIGNED BY: PMA    DRAWN BY: BS

PROJECT NUMBER  
TT130376  
DRAWING TITLE  
**ANTENNA INFORMATION CHART**  
DRAWING NUMBER

NOTE:  
CONTRACTOR SHALL VERIFY ALL EXISTING BURIED AND OVERHEAD UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL REPAIR ALL DAMAGED UTILITIES AT HIS OWN COST AND COORDINATE ANY REPAIRS WITH RESPECTIVE UTILITY COMPANY.

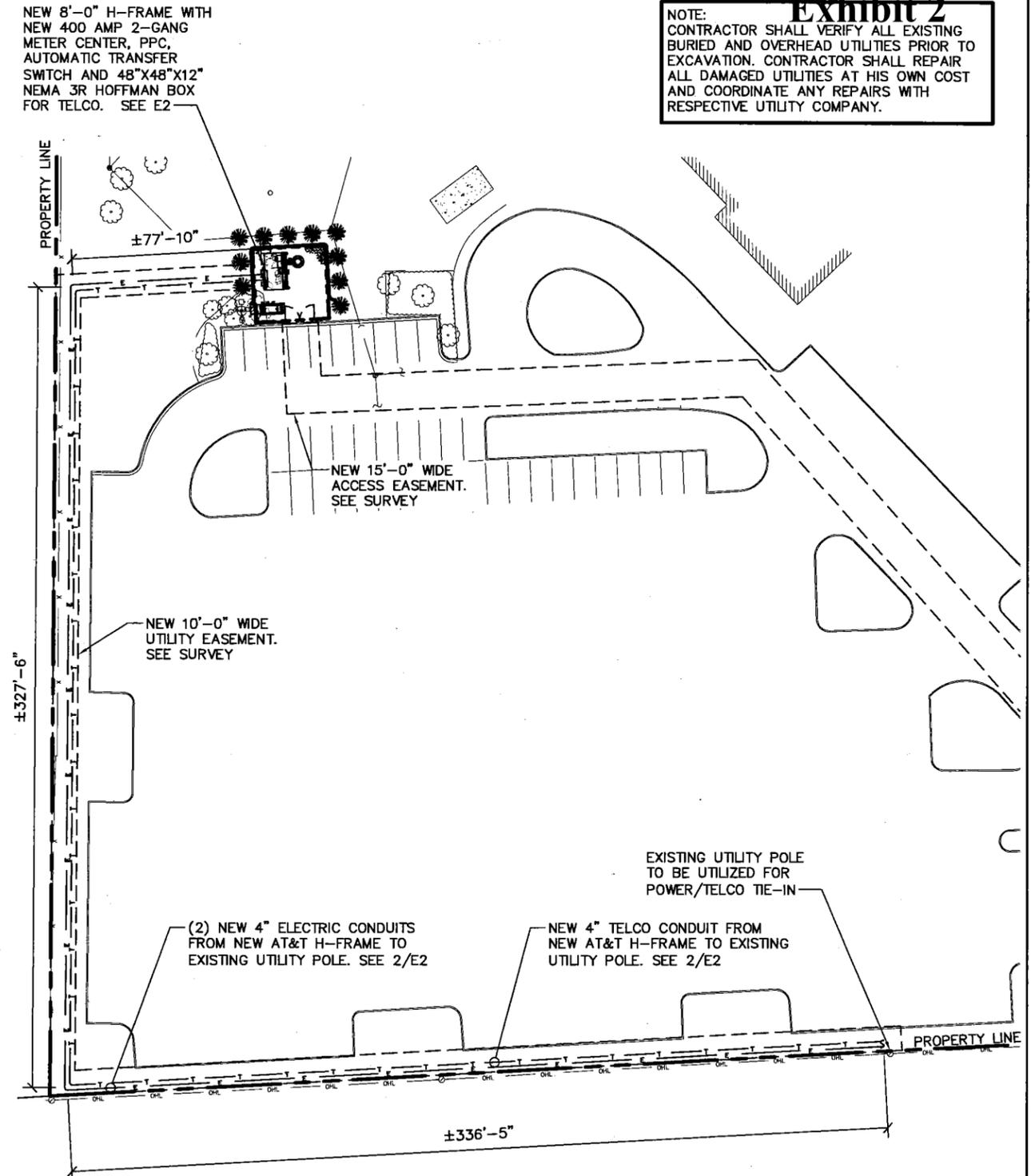
VOLTAGE DROP			
FROM TRANSFORMER TO H-FRAME			
LENGTH OF RUN	WIRE SIZE	VOLTAGE DROP (VOLTS)	PERCENTAGE OF VOLTAGE
875'-0"	(3) 600 MCM	6.83V	2.84%



**1 ENLARGED UTILITY PLAN**  
SCALE: 1" = 5'-0"



**Exhibit 2**  
NOTE:  
CONTRACTOR SHALL VERIFY ALL EXISTING BURIED AND OVERHEAD UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL REPAIR ALL DAMAGED UTILITIES AT HIS OWN COST AND COORDINATE ANY REPAIRS WITH RESPECTIVE UTILITY COMPANY.



**2 OVERALL UTILITY PLAN**  
SCALE: 1" = 60'-0"



**Mastec**  
Network Solutions

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OFFICE: (847) 870-8073

**W-T**

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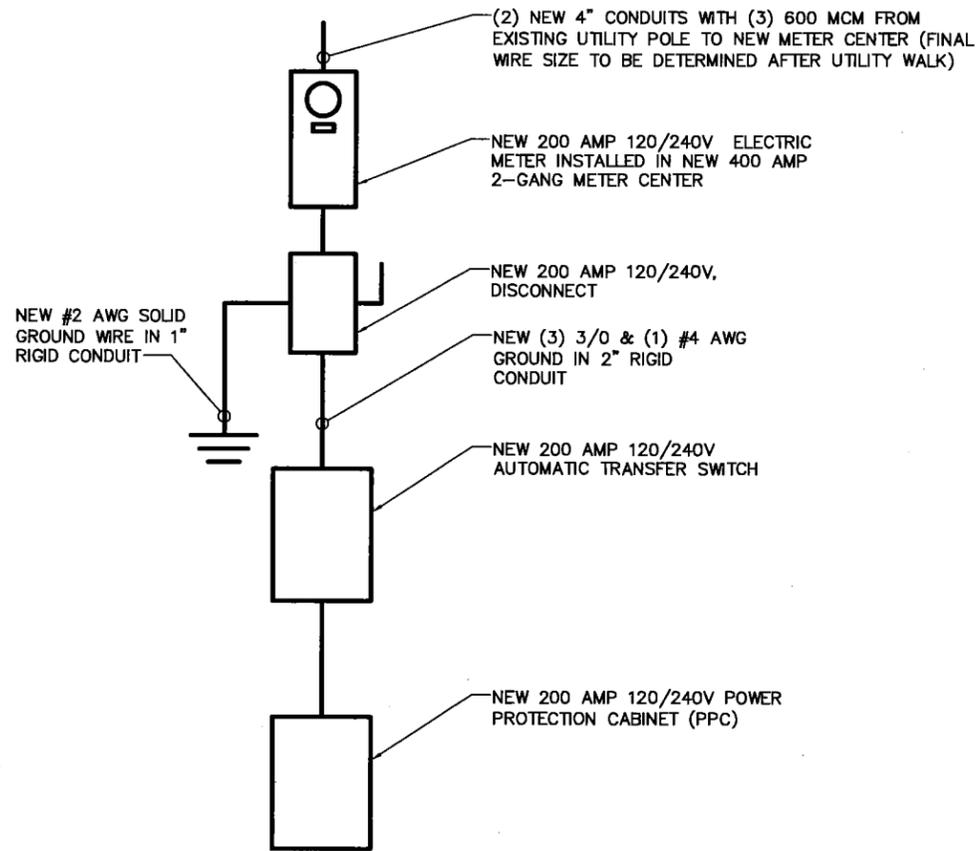
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SCALE: AS SHOWN    DESIGNED BY: PMA    DRAWN BY: BS

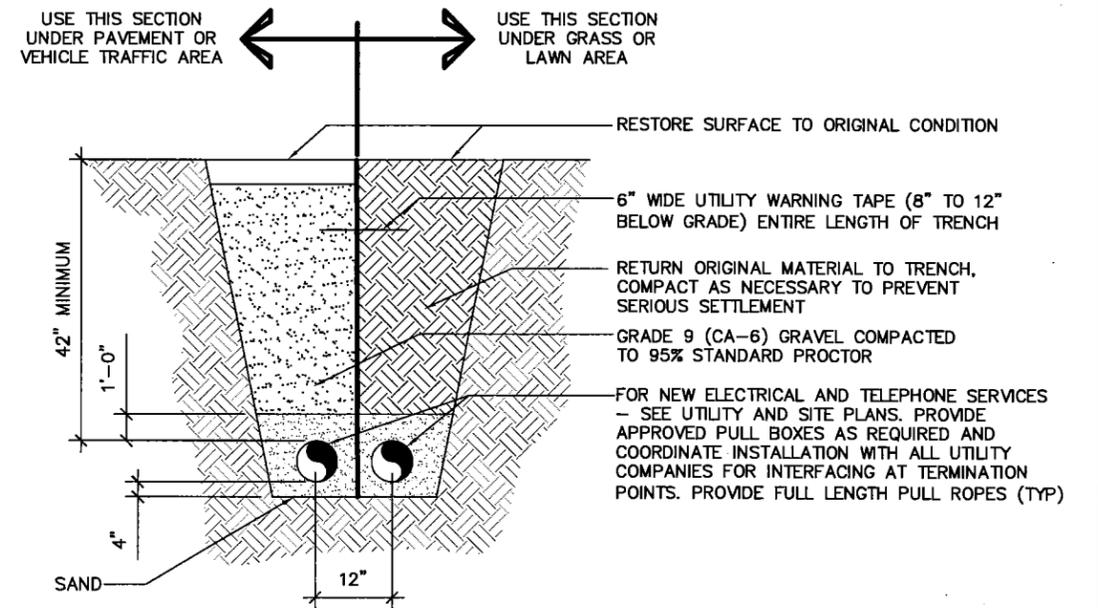
PROJECT NUMBER  
TT130376

DRAWING TITLE  
**UTILITY PLAN**

DRAWING NUMBER  
IL0780-E1



**1 ONE-LINE DIAGRAM**  
SCALE: NONE



**2 UTILITY TRENCH DETAIL**  
SCALE: NONE



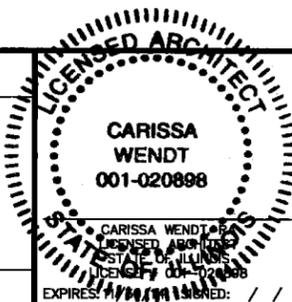
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A	09/13/13	90% REVIEW	BS	JW	PMA
SCALE: AS SHOWN		DESIGNED BY: PMA		DRAWN BY: BS	

PROJECT NUMBER

TT130376

DRAWING TITLE

**UTILITY DETAILS**

DRAWING NUMBER

**IL0780-E2**

POS.	CABLE FROM BTS	ALARM DEFINITION	LEVEL/ID	STATE	ALARM SIDE	DEVICE
1	WHITE/BLUE	SITE DOOR OPEN	1/0	BREAKING	FACTORY INSTALLED	FACTORY INSTALLED
2	BLUE/WHITE					
3	WHITE/ORANGE	HIGH TEMP RADIO ROOM	1/1	BREAKING	FACTORY INSTALLED	FACTORY INSTALLED
4	ORANGE/WHITE					
5	WHITE/GREEN	AC SURGE ARRESTOR FAIL	1/2	BREAKING	FACTORY INSTALLED	FACTORY INSTALLED
6	GREEN/WHITE					
7	WHITE/BROWN	SMOKE DETECTOR	1/3	BREAKING	FACTORY INSTALLED	FACTORY INSTALLED
8	BROWN/WHITE					
9	RED/BLUE	AC DISTRIBUTION FAIL	1/4	BREAKING	FACTORY INSTALLED	FACTORY INSTALLED
10	BLUE/RED					
11	RED/ORANGE	LO TEMP RADIO ROOM	1/5	BREAKING	FACTORY INSTALLED	FACTORY INSTALLED
12	ORANGE/RED					
13	RED/GREEN	24V BAT. DISCONNECT FUSE FAIL	1/6	BREAKING	WHITE/BLUE	NC COMMON
14	GREEN/RED				BLUE/WHITE	
15	RED/BROWN	RECT. SYSTEM A1 ALARM PECO	1/7	BREAKING	VIOLET/GREEN	MODULAR PLUG
16	BROWN/RED				VIOLET/ORANGE	
17	BLACK/BLUE	RECT. SYSTEM A2 ALARM PECO	1/8	BREAKING	YELLOW/BROWN	MODULAR PLUG
18	BLUE/BLACK				YELLOW/SLATE	
19	BLACK/ORANGE	OVER VOLTAGE PECO	1/9	BREAKING	WHITE/BROWN	MODULAR PLUG
20	ORANGE/BLACK				WHITE/SLATE	
21	BLACK/GREEN	BATTERY ON DISCHARGE PECO	1/A	BREAKING	RED/ORANGE	MODULAR PLUG
22	GREEN/BLACK				RED/GREEN	
23	BLACK/BROWN	SITE DOOR OPEN	1/B	BREAKING	WHITE/BLUE	MODULAR PLUG
24	BROWN/BLACK				BLUE/WHITE	
25	YELLOW/BLUE	TMA TROUBLE	1/C	BREAKING	WHITE	MODULAR PLUG
26	BLUE/YELLOW				BLUE	
27	YELLOW/ORANGE	WHITE STROBE FAIL	1/D	BREAKING	WHITE/BLUE	NC COMMON
28	ORANGE/YELLOW				BLUE/WHITE	
29	YELLOW/GREEN	RED STROBE FAIL	1/E	BREAKING	WHITE/ORANGE	NC COMMON
30	GREEN/YELLOW				ORANGE/WHITE	
31	YELLOW/BROWN	SIDE LIGHT FAILURE	1/F	BREAKING	WHITE/GREEN	NC COMMON
32	BROWN/YELLOW				GREEN/WHITE	

**NOTE:**  
 1. THE CONTRACTOR HAS MADE THIS INSERT. ANY QUESTIONS, CONTACT A CONTRACTOR REPRESENTATIVE.  
 2. POSITION 33 TO 50 ON THE 66 BLOCK IS FOR FUTURE USE.  
 3. CONTRACTOR SHALL RUN CAT5 CABLE FROM EQUIPMENT TO ASTERISK(\*) TERMINAL ON 66 BLOCK FOR AT&T TO TERMINATE.

**LEGEND:**  
 \* DENOTES CONTRACTOR PUNCHDOWN RESPONSIBILITY

**1 ALARM TERMINATION DIAGRAM**  
 SCALE : NONE



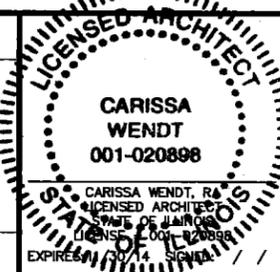
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C	12/26/13	REVISION	JW	PMA	CBW
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A	09/13/13	90% REVIEW	BS	JW	PMA

SCALE: AS SHOWN    DESIGNED BY: PMA    DRAWN BY: BS

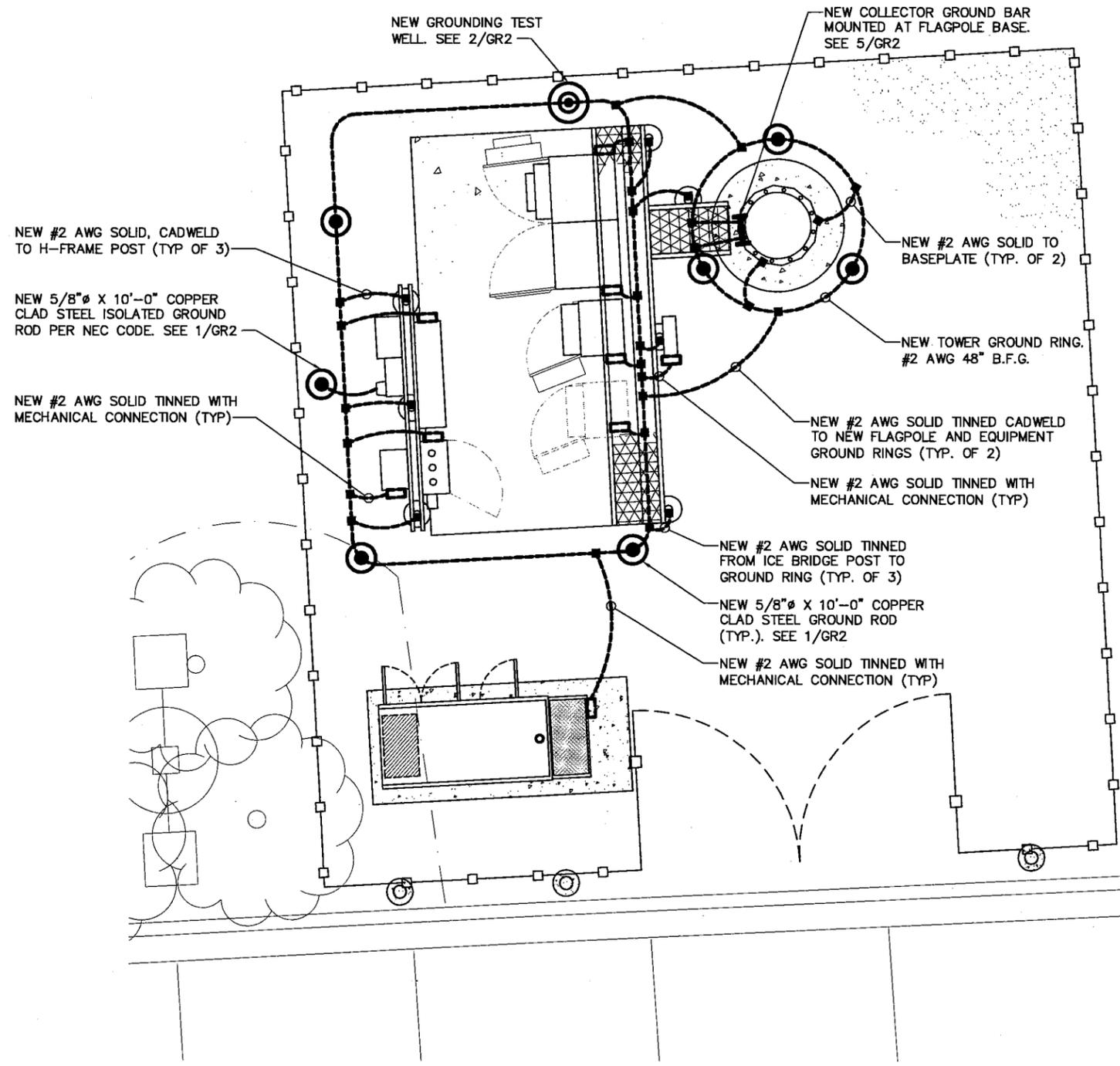
PROJECT NUMBER  
 TT130376

DRAWING TITLE  
**ALARM TERMINATION DIAGRAM**

DRAWING NUMBER  
**IL0780-E3**

Regular Village Board Meeting  
 March 20, 2014

**Exhibit 2**  
 NOTE: CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION.



LEGEND	
■	CADWELD
□	MECHANICAL CONNECTION

**1 GROUNDING PLAN**  
 SCALE: 3/16"=1'-0"



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A	09/13/13	90% REVIEW	BS	JW	PMA

SCALE: AS SHOWN    DESIGNED BY: PMA    DRAWN BY: BS M

PROJECT NUMBER TT130376
DRAWING TITLE <b>GROUNDING PLAN</b>
DRAWING NUMBER <b>IL0780-GR1</b>

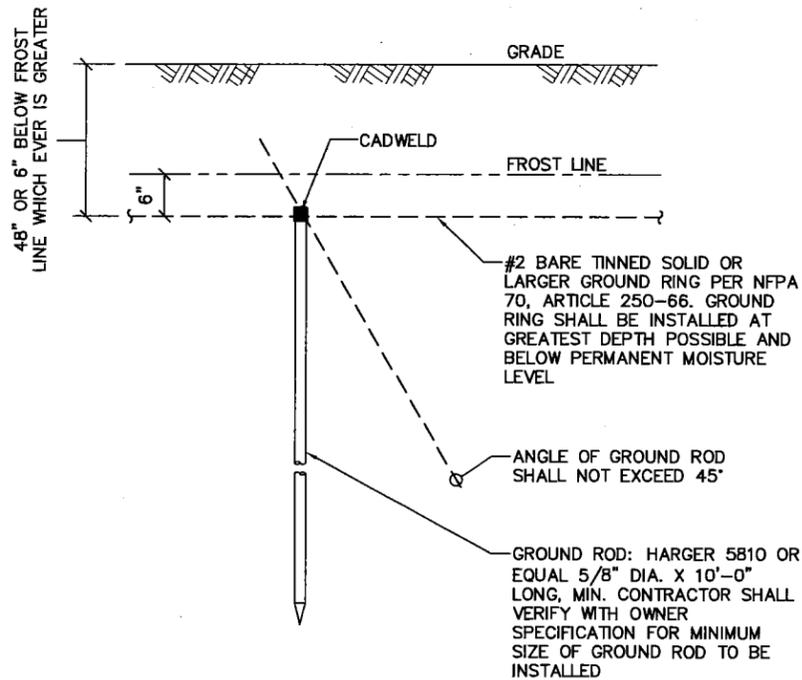
NOTE:  
A LARGER CONDUCTOR SHALL BE REQUIRED IN AREAS HIGHLY PRONE TO LIGHTNING AND/OR AREAS WITH HIGHLY ACIDIC SOIL

NOTE:  
GROUND RODS MAY BE COPPER CLAD STEEL OR SOLID COPPER

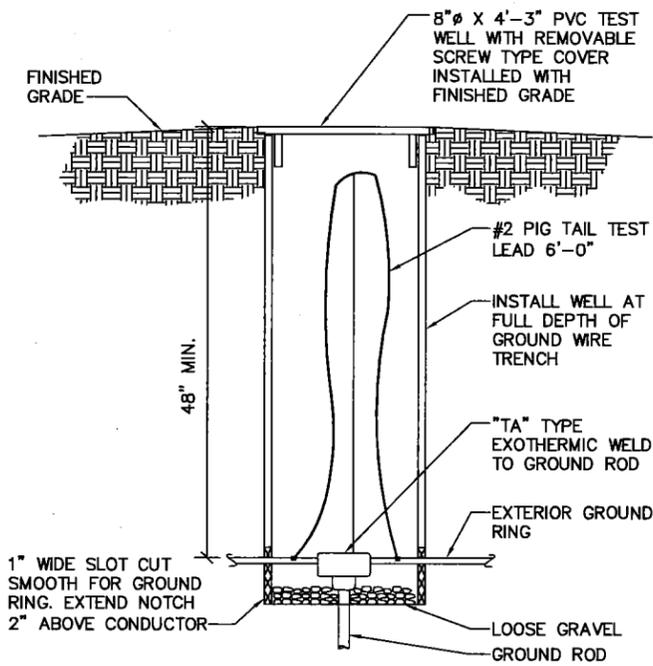
NOTE:  
GROUND RODS SHALL HAVE A MAXIMUM SPACING TWICE THE LENGTH OF THE ROD

NOTE:  
SEE RESISTIVITY REPORT FOR VERIFICATION AS AVAILABLE

NOTE:  
GROUND RODS INSTALLED WITHIN CLOSE PROXIMITY TO TOWER OR WHEN SOIL IS AT OR BELOW 2,000 OHM-CM, SHALL BE GALVANIZED TO PREVENT GALVANIC CORROSION OF TOWER, (SEE ANS/TIA-EIA-222)

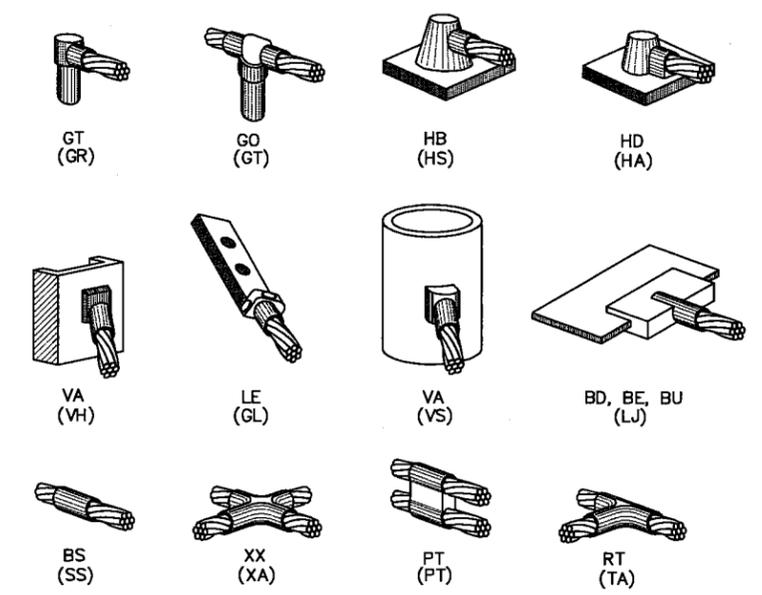


**1 GROUND ROD DETAIL**  
SCALE: NONE

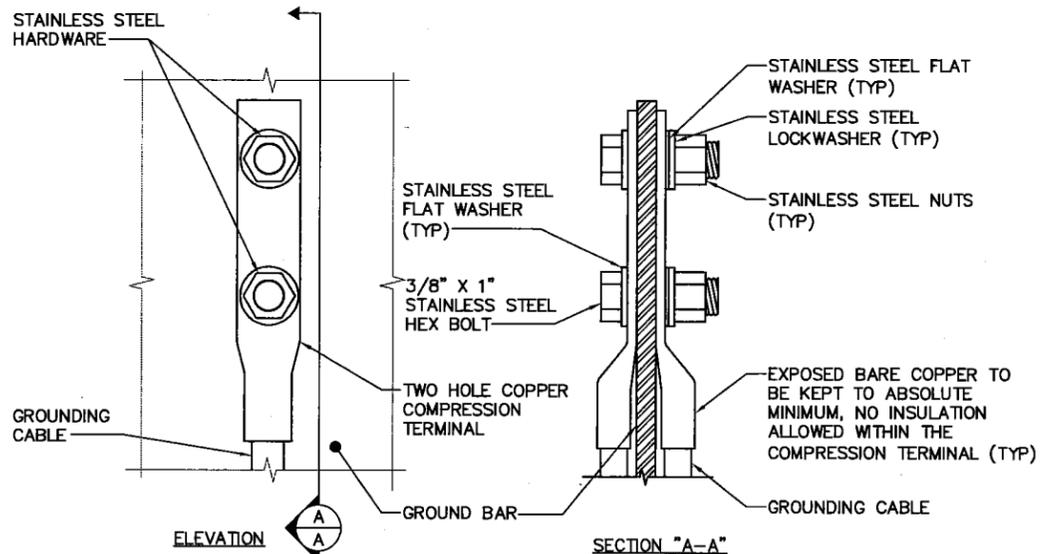


**2 TEST WELL DETAIL**  
SCALE: NONE

NOTE:  
THE FOLLOWING SYMBOLS ARE LARGER ULTRAWELD EXOTHERMIC CONNECTIONS WITH PART NUMBERS BELOW. THESE CONNECTIONS MAY BE CROSS-REFERENCED WITH CADWELD CONNECTIONS WHICH ARE SHOWN.

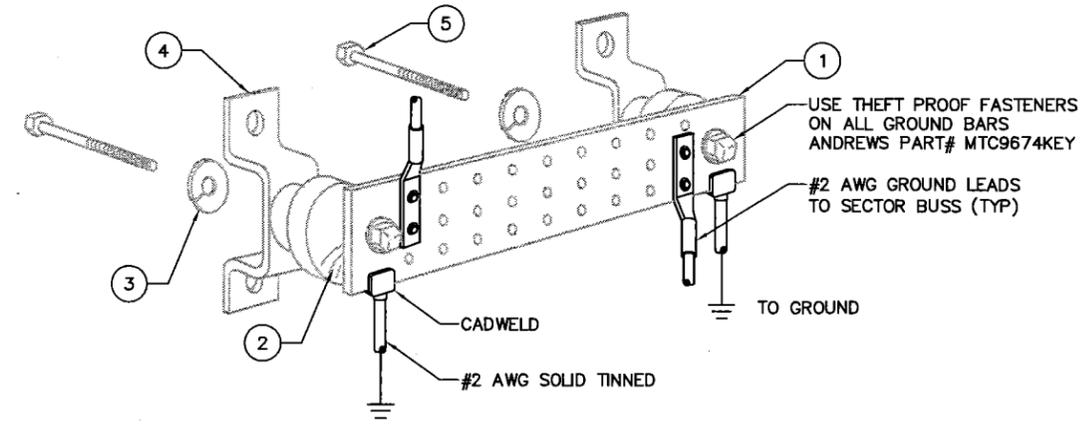


**3 EXOTHERMIC WELD TYPES**  
SCALE: NONE



1. OXIDE INHIBITING COMPOUND TO BE USED AT ALL LOCATIONS
2. NO CRIMPING OF SOLID #2. USE CADWELD ONLY

**4 GROUND BAR CONNECTION DETAIL**  
SCALE: NONE



**KEY NOTES**

1. 1/4" THK ELECTRICAL TINNED GROUND BAR HARGER OR APPROVED EQUAL HOLE CENTERS TO MATCH NEMA DOUBLE LUG CONFIGURATION
2. INSULATORS
3. 3/8" STAINLESS STEEL LOCKWASHERS
4. WALL MOUNTING BRACKET
5. 3/8" STAINLESS STEEL BNLF BOLTS

NOTE:  
HARDWARE SHALL BE STAINLESS STEEL

NOTE:  
CONTRACTOR SHALL GROUP INCOMING WIRES

NOTE:  
CONTRACTOR TO APPLY 'KOPR-SHIELD' TO ALL CONNECTIONS

**5 GROUND BAR DETAIL**  
SCALE: NONE



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PROJECT NUMBER	TT130376
DRAWING TITLE	<b>GROUNDING DETAILS</b>
DRAWING NUMBER	IL0780-GR2

**DEVELOPMENT COMMISSION**  
**FINDINGS OF FACT**  
**1700 GREENBROOK BOULEVARD**  
**SPECIAL USE**  
**NON-VILLAGE-OWNED UTILITY OR FACILITY**

**I. Subject**

Consideration of a request by Adam McCabe on behalf of AT&T Mobility (applicant) on behalf of the Hanover Park District (property owner) for a Special Use from the Village of Hanover Park Zoning Ordinance to allow installation of a wireless communications facility (non-village-owned facility) at the existing Seafari Springs Aquatic Center facility, at 1700 Greenbrook Boulevard, Hanover Park, Illinois, specifically,

- Special Use from Section 110-5.4.3.f

**II. Findings**

On November 14, 2013, after due notice as required by law, the Hanover Park Development Commission held a public hearing on the subject request concerning the special use amendment. No objectors appeared and no written objections were filed.

The Development Commission has made the following findings regarding the Special Use request:

**A. Public Health, Safety, and Welfare**

The proposed use will not negatively impact the public health, safety or welfare of the community. The use will provide additional wireless telecommunications service to the residences and businesses in the area for emergency and convenience purposes.

**B. Surrounding Property Use and Value**

The proposed development will not negatively impact the use or value of other property in the immediate vicinity. A majority of the surrounding properties are developed and have compatible residential, commercial, and institutional uses. The use has been designed with the intention of minimizing visual impact.

**C. Conformance with Comprehensive Plan**

The proposed development is in conformance with the goals and objectives set forth in the Comprehensive Plan. The Comprehensive Plan designates this parcel for park and open space uses and calls for Village support of telecommunications facilities.

**D. Development and Improvement of Surrounding Property**

The proposed development will not impede the normal and orderly development and improvement of surrounding property. No exterior alterations to the property are proposed. All adjacent parcels have either already been developed or are to be developed in the future with compatible uses.

**E. Utilities, Access Roads, and Drainage**

All utilities are installed in accordance with subdivision and engineering regulations. Existing access roads will be utilized. Access roads have been designed to provide safe and efficient on-site traffic flow.

**F. Ingress and Egress to Public Streets**

Ingress and egress to the site is provided from a curb cut along Greenbrook Boulevard, allowing full access.

**G. Conformance with Zoning Restrictions**

The property is zoned R-2 Single Family Residential. The petitioner is requesting approval of a special use amendment to allow for a non-Village-owned utility (wireless telecommunications facility), as permitted by Section 110-5.9.3.1.

**H. Minimization of Adverse Effects**

The site plan has been designed to minimize potential adverse impacts to surrounding properties. Surrounding residential, institutional, and commercial uses are compatible with the proposed non-Village-owned facility special use and will not experience any adverse impact.

**III. Recommendations**

Accordingly, by a vote of 6 to 0, the Development Commission recommends approval of the request, subject to the following conditions:

1. Uses are to be as generally depicted on the site plans and elevations prepared September 13, 2013 by W-T Communication Design Group, LLC, except as amended below. Final design and material details are to be approved by the Community & Economic Development Department. Plan amendments shall include:
  - a. The location of the service area shall be moved to the east as feasible to avoid the loss of existing trees to the extent possible.
  - b. Fencing material is to be solid wood with a height of 6 feet.
  - c. A protective barrier shall be installed between the wireless facility and adjacent parking lot to the south, with final design details to be approved
2. The applicant shall maintain all new landscaping to be installed, as depicted on the site plan prepared September 13, 2013 by W-T Communication Design Group, LLC.

**a. All materials surrounding the tree root ball, including wiring, are to be removed prior to planting of trees.**

3. Additional wireless carriers must be permitted to place equipment on the tower, as space and technical requirements allow.
4. An American flag must be flown on the pole at all times during daytime hours. If the flag is flown at night, it must be lit in conformance with standard practices.
5. No signs are approved as part of this request.
6. No outdoor display, sales, or storage of materials is permitted on this site.

**DEVELOPMENT COMMISSION**  
**FINDINGS OF FACT**  
**1700 GREENBROOK BOULEVARD**  
**ANTENNA HEIGHT VARIATION**

**I. Subject**

Consideration of a request by Adam McCabe on behalf of AT&T Mobility (applicant) on behalf of the Hanover Park Park District (property owner) for a Variance from the Village of Hanover Park Zoning Ordinance to allow a 30 foot variance from the maximum 60 foot antenna height for a wireless communications facility tower at the existing Seafari Springs Aquatic Center facility, at 1700 Greenbrook Boulevard, Hanover Park, Illinois, specifically,

- Variance from Section 110-6.6.1.k

**II. Findings**

On November 14, 2013, after due notice as required by law, the Hanover Park Development Commission held a public hearing on the subject request concerning the variance. No objectors appeared and no written objections were filed.

The Development Commission has made the following findings regarding the variance request:

**A. Unique Circumstances**

The unique circumstances related to the Applicants proposed request are:

1. A wireless telecommunications facility is a unique use in which the physical location has a direct impact upon the operation of such use and the ability of the business to successfully function.
2. The height of such wireless telecommunications facility has an impact upon the level of service such facility may provide.

**B. Essential Character**

Approval of the variance request will not alter the essential character of the locality and is consistent with the Comprehensive Plan. The surrounding properties to the north and east are zoned R-2 Single Family Residential. To the south, properties are zoned R-4 Multifamily Residential, with residential and institutional uses. To the west, properties have commercial uses. The proposed use will be sufficiently setback from surrounding properties and screened by landscaping. The Comprehensive Plan designates this property for park and open space use.

## **C. Additional Considerations**

### **1. Surrounding Topographical Conditions**

There are no unique topographic conditions.

### **2. General Applicability**

The conditions upon which this variation request is based will not be generally applicable to other properties within the zoning district.

### **3. Economic Return**

The variation is based upon a desire to extend sufficient service to the requestor's wireless customers and not exclusively upon a desire to receive a greater economic return.

### **4. Cause of Hardship**

Due to the nature of their business, wireless carriers must locate equipment in particular areas in order to provide sufficient wireless service in these areas. After careful consideration, the property has been determined to be the most appropriate for the equipment. The site provides the greatest amount of setback from neighboring properties. Additionally, due to the nature of the equipment, additional height is required to provide service to the entire area. If requested height is not granted, applicant may be required to install additional wireless towers to provide service in the area.

### **5. Public Welfare**

Granting the requested variation will not be detrimental to the public welfare or unduly injurious to neighboring properties.

### **6. Public Safety, Property Values**

Approval of the requested variation will not likely endanger the public safety, or impact property values within the general area.

## **III. Recommendations**

Accordingly, by a vote of 6 to 0, the Development Commission recommends approval of the request, subject to the following conditions:

1. Uses are to be as generally depicted on the site plans and elevations prepared September 13, 2013 by W-T Communication Design Group, LLC, except as amended below. Final design and material details are to be approved by the Community & Economic Development Department. Plan amendments shall include:

- d. The location of the service area shall be moved to the east as feasible to avoid the loss of existing trees to the extent possible.
  - e. Fencing material is to be solid wood with a height of 6 feet.
  - f. A protective barrier shall be installed between the wireless facility and adjacent parking lot to the south, with final design details to be approved
2. The applicant shall maintain all new landscaping to be installed, as depicted on the site plan prepared September 13, 2013 by W-T Communication Design Group, LLC.

**b. All materials surrounding the tree root ball, including wiring, are to be removed prior to planting of trees.**

- 3. Additional wireless carriers must be permitted to place equipment on the tower, as space and technical requirements allow.
- 4. An American flag must be flown on the pole at all times during daytime hours. If the flag is flown at night, it must be lit in conformance with standard practices.
- 5. No signs are approved as part of this request.
- 6. No outdoor display, sales, or storage of materials is permitted on this site.

**ORDINANCE NO. O-14-**

**AN ORDINANCE GRANTING A SPECIAL USE FOR  
NON-VILLAGE-OWNED UTILITY ON THE PROPERTY AT  
1700 GREENBROOK BOULEVARD,  
HANOVER PARK, ILLINOIS**

**WHEREAS**, Adam McCabe, on behalf of New Cingular Wireless PCS (applicant), on behalf the Hanover Park Park District (property owner), filed a petition seeking a special use to allow a wireless communications facility (non-village-owned utility) pursuant to Section 110-5.4.3.f of the Village of Hanover Park Zoning Ordinance on the property in the “R-2, Single Family Detach Residential District” located at 1700 Greenbrook Boulevard; and

**WHEREAS**, the Development Commission held a public hearing pursuant to published notice and considered said petition, evidence, and testimony submitted in connection therewith and has filed its written findings of fact and recommendation with the President and Board of Trustees; and

**WHEREAS**, the President and Board of Trustees of the Village of Hanover Park have received and concurred with such recommendations and find that the granting of a special use meets the standards of review set forth in Section 110-4.5.7 of the Village’s Comprehensive Zoning 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 there be and is hereby granted at the location of the cellular pole (with the appearance of a flag pole) and associated equipment area described below and depicted on the site plans, copies of which are attached hereto and made a part hereof, upon the property commonly known as 1700 Greenbrook Boulevard and legally described as follows:

THAT PART OF LOT ONE OF SEAFARI SPRINGS FINAL PLAT OF CONSOLIDATION OF LOTS THIRTY-SEVEN AND THIRTY-EIGHT IN VILLA VISTA GARDENS, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION ONE, TOWNSHIP FOURTY NORTH, RANGE NINE EAST, OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST FRACTIONAL HALF OF SECTION SIX, TOWNSHIP FOURTY NORTH, RANGE TEN EAST, OF THE THIRD PRINCIPAL MERIDIAN: DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 20 MINUTES 48 SECONDS EAST ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 311.93 FEET; THENCE NORTH 86 DEGREES 49 MINUTES 15 SECONDS EAST, 82.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03 DEGREES 10 MINUTES 45 SECONDS EAST, 30.00 FEET; THENCE NORTH 86 DEGREES 49 MINUTES 15 SECONDS EAST, 30.00 FEET; THENCE SOUTH 03 DEGREES 10

MINUTES 45 SECONDS WEST, 30.00 FEET; THENCE SOUTH 86 DEGREES 49 MINUTES 15 SECONDS WEST, 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 900.00 SQUARE FEET, IN DUPAGE COUNTY, ILLINOIS.

a special use as authorized by Section 110-5.4.3.f of the Comprehensive Zoning Ordinance to allow the Hanover Park Park District as a special use for a non-village-owned facility, a New Cingular Wireless PCS cellular facility, which shall consist of a 90 foot tall pole with the appearance of a flag pole, within which antennas shall be located and outside of which no equipment other than a flag and associated equipment shall be located, and a 900 square foot equipment area, as generally depicted on the site plan prepared December 26, 2013 by W-T Communication Design Group, LLC, and made a part hereof by reference.

**SECTION 2:** The granting of the variation shall be subject to the following conditions and restrictions:

1. Uses are to be as generally depicted on the site plans and elevations prepared December 26, 2013 by W-T Communication Design Group, LLC, except as limited below. Final design and material details are to be approved by the Community & Economic Development Department. Plan limitations shall include:
  - a. The location of the service area shall be moved to the east as feasible to avoid the loss of existing trees to the extent possible.
  - b. Fencing material is to be solid wood with a height of 6 feet.
  - c. A protective barrier shall be installed between the wireless facility and adjacent parking lot to the south, with final design details to be approved
2. The applicant shall maintain all new landscaping to be installed, as depicted on the site plan prepared December 26, 2013 by W-T Communication Design Group, LLC.
  - a. All materials surrounding the tree root ball, including wiring, are to be removed prior to planting of trees.
3. Additional wireless carriers must be permitted to place equipment within the pole, as space and technical requirements allow. Such carriers shall obtain a special use permit and other applicable approvals.
4. An American flag must be flown on the pole at all times during daytime hours. If the flag is flown at night, it must be lit in conformance with standard practices. No equipment other than flag(s) and equipment necessary to operate flag(s) shall be located outside of the pole.
5. No signs are approved as part of this request.
6. No outdoor display, sales, or storage of materials is permitted on this site.

**SECTION 3:** That based upon the special use granted herein, the relevant Village Departments are hereby authorized to execute and issue such permits and licenses necessary for the operation of said special use provided all applications and supporting documents are in compliance with the Municipal Code of the Village of Hanover Park and the conditions contained herein.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner required by law.



**ORDINANCE NO. O-14-**

**AN ORDINANCE GRANTING A VARIATION FROM THE  
MAXIMUM HEIGHT OF AN ANTENNA AT THE PROPERTY AT  
1700 GREENBROOK BOULEVARD, HANOVER PARK, ILLINOIS**

**WHEREAS**, Adam McCabe, on behalf of New Cingular Wireless PCS (applicant), on behalf the Hanover Park Park District (property owner), filed a petition seeking a variation to Section 110-6.6.1.k for a thirty-foot (30') variance from the maximum sixty-foot (60') antenna height to permit a ninety-foot (90') antenna on the property at 1700 Greenbrook Boulevard; and

**WHEREAS**, the Development Commission held a public hearing pursuant to published notice and considered said petition, evidence, and testimony submitted in connection therewith and has filed its written findings of fact and recommendation with the President and Board of Trustees; and

**WHEREAS**, the President and Board of Trustees of the Village of Hanover Park have received and concurred with such recommendations and find that the granting of such a variance meets the standards set forth in Section 110-4.7.8 of the Village's Comprehensive Zoning 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 there be and is hereby granted at the location of the cellular pole and associated equipment area described below and depicted on the site plans, copies of which are attached hereto and made a part hereof, upon the property commonly known as 1700 Greenbrook Boulevard a thirty-foot (30') variance for an antenna, from the maximum sixty-feet (60') in height limitation found in Section 110-6.1.1.k of the Village's Comprehensive Zoning Ordinance, to permit a maximum height limitation at that location of ninety-feet (90') for a cellular pole with the appearance of a flag pole, said property being legally described as follows:

THAT PART OF LOT ONE OF SEAFARI SPRINGS FINAL PLAT OF CONSOLIDATION OF LOTS THIRTY-SEVEN AND THIRTY-EIGHT IN VILLA VISTA GARDENS, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION ONE, TOWNSHIP FOURTY NORTH, RANGE NINE EAST, OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST FRACTIONAL HALF OF SECTION SIX, TOWNSHIP FOURTY NORTH, RANGE TEN EAST, OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00 DEGREES 20 MINUTES 48 SECONDS EAST ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 311.93 FEET; THENCE NORTH 86 DEGREES 49 MINUTES 15 SECONDS EAST, 82.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03 DEGREES 10 MINUTES 45 SECONDS EAST, 30.00 FEET; THENCE NORTH 86

DEGREES 49 MINUTES 15 SECONDS EAST, 30.00 FEET; THENCE SOUTH 03 DEGREES 10 MINUTES 45 SECONDS WEST, 30.00 FEET; THENCE SOUTH 86 DEGREES 49 MINUTES 15 SECONDS WEST, 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 900.00 SQUARE FEET, IN DUPAGE COUNTY, ILLINOIS.

**SECTION 2:** The granting of the variation shall be subject to the following condition and restriction:

7. Uses are to be as generally depicted on the site plans and elevations prepared December 26, 2013 by W-T Communication Design Group, LLC, except as limited below. Final design and material details are to be approved by the Community & Economic Development Department. Plan limitations shall include:
  - d. The location of the service area shall be moved to the east as feasible to avoid the loss of existing trees to the extent possible.
  - e. Fencing material is to be solid wood with a height of 6 feet.
  - f. A protective barrier shall be installed between the wireless facility and adjacent parking lot to the south, with final design details to be approved
8. The applicant shall maintain all new landscaping to be installed, as depicted on the site plan prepared December 26, 2013 by W-T Communication Design Group, LLC.
  - b. All materials surrounding the tree root ball, including wiring, are to be removed prior to planting of trees.
9. Additional wireless carriers must be permitted to place equipment within the pole, as space and technical requirements allow. Such carriers shall obtain a special use permit and other applicable approvals.
10. An American flag must be flown on the pole at all times during daytime hours. If the flag is flown at night, it must be lit in conformance with standard practices. No equipment other than flag(s) and equipment necessary to operate flag(s) shall be located outside of the pole.
11. No signs are approved as part of this request.
12. No outdoor display, sales, or storage of materials is permitted on this site.

**SECTION 3:** That the Village Clerk be and is hereby directed to publish this Ordinance in pamphlet form.

**SECTION 4:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner required by law.

**SECTION 5:** Any person, firm, or corporation violating any provision of this Ordinance shall be fined not less than one hundred (\$100.00) dollars nor more than seven hundred fifty (\$750.00) dollars, and each day a violation continues shall be considered a separate violation.





TO: Village President and Board of Trustees
FROM: Juliana Maller, Village Manager
David Webb, Police Chief
SUBJECT: Ordinance Regulating Alternative Nicotine Products

ACTION

REQUESTED: [X] Approval [ ] Concurrence [ ] Discussion [ ] Information

RECOMMENDED FOR CONSENT AGENDA: [ ] Yes [X] No

MEETING DATE: March 20, 2014

Executive Summary

An ordinance amending the Municipal Code regulating alternative nicotine products (e-Cigarettes) had been drafted for presentation to the Village Board for discussion and approval.

Discussion

E-cigarettes first entered the U.S. market in 2007 and use electronic inhalers meant to simulate cigarette smoking with a heating element that vaporizes a liquid solution, usually releasing nicotine, while some merely release flavored vapor and are designed to mimic traditional smoking implements in their use and appearance. Though e-cigarettes have been advertised as a "safe" alternative to smoking, they are not currently regulated by the Food and Drug Administration (FDA), leaving the states and municipalities to adopt their own regulations. Several states, including Illinois, have adopted legislation banning the sale of e-cigarettes to minors.

Chief Webb, Village Manager Maller and Mayor Craig met regarding the drafting of an Ordinance which would regulate alternative nicotine products (e-Cigarettes) in Hanover Park. Sample ordinances from other communities were reviewed. Village Attorney Paul has drafted an ordinance for the Board's review, which amends the current Municipal Code for the Village of Hanover Park by regulating alternative nicotine products (e-Cigarettes).

An annual fee of \$100 for over-the-counter sale of alternative nicotine products has been included. This is similar to the fee charged for over-the-counter sale of tobacco products.

This item was discussed at the March 6th Board Workshop where the Board directed it be placed on the March 20th agenda for approval.

Please note addition of Section 58-753 "Display of Tobacco and Alternate Nicotine Products".

**Recommended Action**

Motion to pass an ordinance amending the Municipal Code of the Village of Hanover Park, Illinois, by regulating alternative nicotine products (e-Cigarettes).

**Attachment:** Draft Ordinance

<b>Budgeted Item:</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Budgeted Amount:</b>	\$N/A	
<b>Actual Cost:</b>	\$	
<b>Account Number:</b>		

**ORDINANCE NO. O-14-**

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE VILLAGE OF HANOVER PARK, ILLINOIS, BY REGULATING ALTERNATIVE NICOTINE PRODUCTS (E-CIGARETTES)**

**WHEREAS**, e-cigarettes first entered the U.S. market in 2007 and use electronic inhalers meant to simulate cigarette smoking with a heating element that vaporizes a liquid solution, usually releasing nicotine, while some merely release flavored vapor and are designed to mimic traditional smoking implements in their use and appearance; and

**WHEREAS**, though e-cigarettes have been advertised as a “safe” alternative to smoking, they are not currently regulated by the Food and Drug Administration (FDA), leaving the states and municipalities to adopt their own regulations; and

**WHEREAS**, several states, including Illinois, have adopted legislation banning the sale of e-cigarettes to minors; and

**WHEREAS**, the Center for Disease Control and Prevention (CDC) in a report released on September 5, 2013, stated that ten percent of high school students surveyed reported using e-cigarettes in 2012, up from 4.7 percent in 2011; and

**WHEREAS**, included in its study, the CDC also reported that these same minors also admitted to smoking conventional cigarettes at the same time; and

**WHEREAS**, nicotine is a highly addictive drug and teens who start with e-cigarettes are likely to become addicted to nicotine as well as conventional cigarettes;

**WHEREAS**, the Village of Hanover Park finds that e-cigarettes with their flavored sweet cartridges represent a calculated attempt by e-cigarette manufacturers to entice children and young adults to purchase and use their devices and constitute an "indirect" marketing campaign which targets youth; and

**WHEREAS**, the Village of Hanover Park finds that the public health and safety of its citizens, particularly its children, is being endangered by the lack of comprehensive regulation of the sale of e-cigarettes; and

**WHEREAS**, the use of e-cigarettes in public places where smoking is prohibited frustrated enforcement efforts and confuses proprietors and the public; and

**WHEREAS**, the regulation of the distribution and sale of e-cigarettes is a legitimate role of government relating to the welfare of its citizens; and

**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:** The above recitals are expressly incorporated and made part hereof as though fully set forth herein.

**SECTION 2:** That Section 54-301 of Chapter 54 of the Municipal Code of Hanover Park, as amended, be and is hereby amended by adding in its alphabetically appropriate place, the following definition of “Alternative Nicotine Product” and modifying the definition of “Smoke or Smoking:”

Sec. 54-301. Definitions.

For purposes of this article, the following terms shall have the following meanings:

*Alternative nicotine products* means a product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means including, but not by way of limitation, what is commonly referred to as e-cigarettes. “Alternative nicotine product” excludes cigarettes, smokeless tobacco, or other tobacco products as these terms are defined in this section and any product approved by the United States Food and Drug Administration as a non-tobacco product for sale as a tobacco cessation, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

\* \* \* \* \*

*Smoke or smoking* means carrying, smoking, burning, inhaling, or exhaling of any kind of lighted pipe, cigar, cigarette, hookah, weed, herbs, or any other lighted smoking equipment or alternative nicotine product.

\* \* \* \* \*

**SECTION 3:** That (d) of Section 54-309 of the Chapter 54 of the Municipal Code of Hanover Park, as amended, be and is hereby amended to read as follows:

Sec. 54-309. No smoking notices and signs.

\* \* \* \* \*

(d) "No Smoking" signs shall have a white field with the words "No Smoking" printed in red letters four inches high with a one-half-inch face or shall bear the international "No Smoking" symbol which consists of a pictorial representation of a cigarette enclosed in a circle with a bar across it. The owner or other person having control of an area where smoking is prohibited shall remove all ashtrays and other smoking paraphernalia intended for use where smoking is prohibited. Further, either the "No Smoking" sign or an additional sign in red letters four (4") inches high shall state: "E-cigarette use is prohibited."

**SECTION 4:** That (a) of Section 58-42 of Chapter 58 of the Municipal Code of Hanover Park, as amended, be and is hereby amended by adding a new (7a) to said (a) of Section 58-42 to read as follows:

Sec. 58-42. - Fees for special business activities and machines.

- (a) In addition to the fees required in section 58-41, the following annual fees shall be applicable to the indicated businesses and machines, provided that a separate fee shall be paid whenever more than one business, activity or machine is to be conducted or operated from the same premises:

\* \* \* \* \*

(7a) Alternative Nicotine Product - Over the counter sale ... \$100.00

\* \* \* \* \*

**SECTION 5:** That Article XXV. (Sections 58-741 through 58-752) of Chapter 58 of the Municipal Code of Hanover Park, as amended, be and are hereby amended to read as follows:

#### **ARTICLE XXV. TOBACCO DEALERS**

Sec. 58-741. License required.

It shall be unlawful to sell or offer for sale at retail, to give away, deliver or to keep with the intention of selling at retail, giving away or delivering tobacco products and/or alternative nicotine products as defined in Section 54-301 within the village without first having obtained a tobacco and/or alternative nicotine products over-the-counter sale or cigarette vending machine license therefore pursuant to this chapter. Such license shall be in addition to any other license required by this chapter. The license fees

for a tobacco and/or alternative nicotine products over-the-counter sale or cigarette vending machine license shall be as set forth in section 58-42.

Sec. 58-742. Definitions.

For the purposes of this article, the following words and phrases shall be defined as follows:

*Tobacco products:* Any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco or dipping tobacco.

*Alternative nicotine products:* A product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. "Alternative nicotine product" excludes cigarettes, smokeless tobacco, or other tobacco products as these terms are defined in this section and any product approved by the United States Food and Drug Administration as a non-tobacco product for sale as a tobacco cessation, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

*Vending machine:* Any mechanical, electric or electronic, self-service device which, upon insertion of money, tokens or any other form of payment, dispenses tobacco products.

Sec. 58-743. Minors - Prohibited sales; delivery; signs.

- (a) It shall be unlawful for any person, including any licensee, to sell, offer for sale, give away or deliver tobacco products and/or alternative nicotine products to any person under the age of 18 years.
- (b) Signs informing the public of the age restrictions provided for herein shall be posted by any licensee at or near every display of tobacco products and/or alternative nicotine products and on or upon every vending machine which offers tobacco products and/or alternative nicotine products for sale. Each such sign shall be plainly visible and shall state:

THE SALE OF TOBACCO AND/OR ALTERNATIVE NICOTINE PRODUCTS TO PERSONS UNDER EIGHTEEN YEARS OF AGE IS PROHIBITED BY LAW

The text of such signs shall be in red letters on a white background, said letters to be at least one (1") inch high.

Sec. 58-744. Same - Minimum age to sell tobacco products.

It shall be unlawful for any licensee or any officer, associate, member, representative, agent or employee of such licensee to engage, employ or permit any person under 18 years of age to sell tobacco products and/or alternative nicotine products in any licensed premises.

Sec. 58-745. Same - Purchase prohibited.

It shall be unlawful for any person under the age of 18 years to purchase tobacco products and/or alternative nicotine products or to misrepresent their identity or age or to use any false or altered identification for the purpose of purchasing tobacco products and/or alternative nicotine products.

Sec. 58-746. Same - Possession prohibited.

It shall be unlawful for any person under the age of 18 years to possess any tobacco products and/or alternative nicotine products provided that the possession by a person under the age of 18 years under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home shall not be prohibited.

Sec. 58-747. Same - Proximity to certain institutions.

It shall be unlawful for any person to sell, offer for sale, give away or deliver tobacco products and/or alternative nicotine products within 100 feet of any school, child care facility or other building used for education or recreational programs for persons under the age of 18 years.

Sec. 58-748. Certain free distributions prohibited.

It shall be unlawful for any licensee or any person in the business of selling or otherwise distributing, promoting or advertising tobacco products and/or alternative nicotine products or any employee or agent of any such licensee or person in the course of such licensee's or person's business to distribute, give away or deliver tobacco products and/or alternative nicotine products free of charge to any person on any right-of-way, park, playground or other property owned by the village, any school district, any park district or any public library.

Sec. 58-749. Vending machines; locking devices.

- (a) It shall be unlawful for any licensee to sell or offer for sale, give away, deliver or to keep with the intention of selling, giving away or delivering tobacco products and/or alternative nicotine products by the use of a vending machine unless such vending machine is equipped with a manual,

electric or electronic locking device controlled by the licensee so as to prevent its operation by persons under the age of 18 years.

- (b) Any premises where access by persons under the age of 18 years is prohibited by law or premises where the public is generally not permitted and where vending machines are strictly for the use of the employees of a business located at such premises shall be exempt from the requirements of subsection (a) above.

Sec. 58-750. Responsibility for agents and employees.

Every act or omission of whatsoever nature constituting a violation of any of the provisions of this article by any officer, director, manager or other agent or employee of any licensee shall be deemed and held to be the act of such licensee; and such licensee shall be punishable in the same manner as if such act or omission had been done or omitted by the licensee personally.

Sec. 58-751. Use of premises after revocation.

When any license shall have been revoked for any cause, no license shall be granted to said licensee for the period of six months thereafter for the conduct of the business of selling tobacco products and/or alternative nicotine products in the premises described in such revoked license.

Sec. 58-752. Sale regulations.

It shall be unlawful for any person, including any licensee, to sell or offer for sale any cigarettes and/or alternative nicotine products to any person unless they are in the original package, pack or carton.

Sec. 58-753. Display of Tobacco and Alternate Nicotine Products

All cigarettes and alternative nicotine products must be sold from behind the counter or in an age-restricted area in a sealed display case. Any other tobacco products must be sold either from behind the counter or visible at all times to the cashier or other employee.

**SECTION 6:** Unless a specific fine is provided for a violation of any provision of the above ordinance, any person, firm or corporation violating any provision of this ordinance shall be fined not less than one hundred (\$100.00) dollars nor more than seven hundred fifty (\$750.00) dollars, and each day a violation continues shall be considered a separate violation.

**SECTION 7:** 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.

**SECTION 8:** That except as to the amendments heretofore mentioned, all chapters, sections, subsections, and paragraphs of the Municipal Code of Hanover Park shall remain in full force and effect.

**SECTION 9:** That this Ordinance shall, by authority of the Village Board of the Village of Hanover Park, be published in pamphlet form. From and after ten days after said publication, this Ordinance shall be in full force and effect.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

ABSTENTION:

Approved: \_\_\_\_\_  
Rodney S. Craig  
Village President

ATTESTED, filed in my office, and published in pamphlet form this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Eira Corral, Village Clerk



**TO:** Village President and Board of Trustees

**FROM:** Juliana Maller, Village Manager

**SUBJECT:** Warrant

**ACTION**

**REQUESTED:**  Approval  Concurrence  Discussion  Information

**RECOMMENDED FOR CONSENT AGENDA:**  Yes  No

**MEETING DATE:** March 20, 2014

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**Recommended Action**

Approve Warrant SWS223 in the amount of \$1,015,785.95

Approve Warrant SW664 in the amount of \$1,398,296.56

JM:smk

Attachments: Warrants



# Paid In Advance

VEND NO	VENDOR NAME								EFT OR
INVOICE NO	VOUCHER NO	P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT		HAND-ISSUED AMOUNT
000342	ACCRUED PAYROLL								
	SWS223		28	02/28/2014	001-0000-210.00-00	2/14 #2 P/R	CHECK #: 114		414,488.04
							VENDOR TOTAL *		414,488.04
002566	BANK OF NEW YORK								
	SWS223		04	02/24/2014	050-5020-472.03-97	1/14 JAWA OPERAT/MAINT	CHECK #: 122		279,143.00
	SWS223		04	02/24/2014	050-5070-474.03-82	1/14 JAWA FIXED COSTS	CHECK #: 122		79,904.00
							VENDOR TOTAL *		359,047.00
004615	HONEY TRAILS								
	SWS223		00	02/24/2014	001-0135-411.03-91	2 3# PKGS-CARNIOLAN BEES	CHECK #: 116768		200.00
							VENDOR TOTAL *		200.00
009051	IL DEPARTMENT OF REVENUE								
	SWS223		28	02/28/2014	001-0000-211.03-00	IL W/H 2/14 #2 P/R	CHECK #: 115		28,598.67
							VENDOR TOTAL *		28,598.67
028762	IL FUNDS								
	SWS223		04	02/28/2014	001-0000-211.05-00	2/14 POL PEN CONTRIB #2	CHECK #: 116		18,239.92
	SWS223		04	02/28/2014	001-0000-211.05-01	2/14 FIRE PEN CONTRIB #2	CHECK #: 117		14,024.53
							VENDOR TOTAL *		32,264.45
009537	INTERNAL REVENUE SERVICE								
	SWS223		28	02/28/2014	001-0000-211.01-00	FED W/H 2/14 #2 P/R	CHECK #: 118		85,566.41
	SWS223		28	02/28/2014	001-0000-211.02-00	VLG FICA 2/14 #2 P/R	CHECK #: 118		38,685.46
	SWS223		28	02/28/2014	001-0000-211.02-00	EMPL FICA 2/14 #2 P/R	CHECK #: 118		38,685.46
							VENDOR TOTAL *		162,937.33
016415	SECRETARY OF STATE								
	SWS223		00	02/24/2014	001-0650-416.03-99	RENEWAL STICKER	CHECK #: 116769		101.00
							VENDOR TOTAL *		101.00
027557	STATE DISBURSEMENT FUND								
	SWS223		28	02/28/2014	001-0000-211.00-00	2/14 #2 P/R MAINTENANCE	CHECK #: 120		1,978.64
							VENDOR TOTAL *		1,978.64
003444	U.S. POSTAL SERVICE CAPS SERVICE								
	SWS223		04	02/25/2014	050-5010-471.03-12	POSTAGE-WATER BILLS	CHECK #: 123		611.04
							VENDOR TOTAL *		611.04
008760	VANTAGEPOINT TRANSFER AGENTS-457								
	SWS223		28	02/28/2014	001-0000-211.09-00	DEDUCTION 2/14 #2 P/R	CHECK #: 121		13,987.45
	SWS223		28	02/28/2014	001-0000-211.09-00	DEDUCTION 2/14 #2 P/R	CHECK #: 121		1,572.33
							VENDOR TOTAL *		15,559.78

# Paid In Advance

VEND NO	VENDOR NAME								EFT OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED	
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT	
							TOTAL EXPENDITURES ****	1,015,785.95	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0005891 277487	00	ACCURATE OFFICE SUPPLY CO SW664		00 03/10/2014	001-0520-415.02-11	OFFICE SUPPLIES	58.76	
VENDOR TOTAL *							58.76	
0005705 178769 177811 178768	00	ACRES GROUP INC SW664 140060 SW664 00 SW664 140061		00 03/01/2014 00 03/10/2014 00 03/01/2014	013-0000-445.03-51 014-0000-446.03-51 014-0000-446.03-51	SNOW REMOVAL-ASTOR APTS RELOCATE SNOW-MARK THOMAS SNOW REMOVAL-MARK THOMAS	1,055.00 4,050.00 1,242.00	
VENDOR TOTAL *							6,347.00	
0005309 7077-14 103067	00	ADVENT SYSTEMS INC SW664 SW664		00 03/10/2014 00 03/10/2014	001-0470-414.03-36 001-0470-414.03-36	TROUBLESHOOT AV AT PD PD ACCESS CONTROL & CCTV	264.00 3,290.00	
VENDOR TOTAL *							3,554.00	
0003893 37420925 37421510	00	AECOM SW664 140001 SW664 140053		00 02/27/2014 00 02/28/2014	050-5050-473.03-64 050-5050-473.03-64	ENG-ZINC CONTROL PROGRAM ENG-PH2 SLUDGE STUDY STP1	2,176.90 3,115.26	
VENDOR TOTAL *							5,292.16	
0007231 9024578418	00	AIRGAS USA LLC SW664		00 03/10/2014	001-0650-416.02-27	WELDING GAS	320.16	
VENDOR TOTAL *							320.16	
0000752 512086 512086 516201 516238	00	ALEXIAN BROS. CORPORATE HEALTH SVS SW664 SW664 SW664 SW664		00 03/10/2014 00 03/10/2014 00 03/10/2014 00 03/10/2014	001-0440-414.03-65 001-0440-414.03-65 001-0440-414.03-65 001-0440-414.03-65	PD SCREENING PD SCREENING DOT SCREEN - PW DOT SCREEN - PW	596.00 123.00 191.00 135.00	
VENDOR TOTAL *							1,045.00	
0004904 10714838 10693665	00	ALLIED WASTE SERVICES #933 SW664 SW664		00 03/11/2014 00 03/10/2014	013-0000-445.03-51 035-0000-461.03-51	SSA #3 WASTE REMOVAL SSA #5 WASTE REMOVAL	2,340.00 15,180.30	
VENDOR TOTAL *							17,520.30	
0005986 714491	00	AMCHAR WHOLESALE INC SW664		00 03/10/2014	001-0820-421.02-27	EQUIPMENT-NIPAS EST	987.50	
VENDOR TOTAL *							987.50	
0001073 235035-13106	00	AMERICAN PLANNING ASSOCIATION SW664		00 03/10/2014	001-0920-419.02-13	BALANCE DUE-YRLY RENEWAL	21.00	
VENDOR TOTAL *							21.00	
0023012 132760	00	ANDRES MEDICAL BILLING, LTD SW664		00 03/10/2014	001-0000-323.12-00	2/14 AMB BILLING CHARGES	3,213.19	
VENDOR TOTAL *							3,213.19	
9999999 143100-50580	00	ARAGON, LUIS A SW664		00 03/03/2014	050-0000-202.01-00	WATER REF 8145 KINGSBURY	17.50	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
9999999	00	ARAGON, LUIS A						
						VENDOR TOTAL *	17.50	
0005386 10707456	00	ARC DISPOSAL-REPUBLIC SVC #551 SW664	00	03/10/2014	035-0000-461.03-51	WASTE REMVL-1211 CATALINA	452.85	
						VENDOR TOTAL *	452.85	
0010236 I8042496 I8043060 I8043306 I8043575 I8044020 I8044024 I8044620 I8042517	00	ASR - KALE UNIFORMS SW664 140043	00	02/12/2014 02/14/2014 02/18/2014 02/19/2014 02/21/2014 02/21/2014 02/25/2014 02/12/2014	001-0820-421.02-31 001-0820-421.02-31 001-0820-421.02-31 001-0820-421.02-31 001-0820-421.02-31 001-0820-421.02-31 001-0820-421.02-31 001-0850-421.02-31	POLICE UNIFORMS POLICE UNIFORMS POLICE UNIFORMS POLICE UNIFORMS POLICE UNIFORMS POLICE UNIFORMS POLICE UNIFORMS POLICE UNIFORMS	467.73 223.95 23.85 198.90 304.29 40.33 42.33 309.98	
						VENDOR TOTAL *	1,611.36	
0026333 24602	00	ASSOCIATED TECHNICAL SERVICES LTD SW664	00	03/10/2014	050-5030-472.03-69	LEAK DETECTION SERVICES	652.50	
						VENDOR TOTAL *	652.50	
0028717 1213317 1183114 1198850	00	AUTO TRUCK GROUP SW664	00	03/10/2014 03/10/2014 03/10/2014	001-0650-416.02-22 001-0650-416.02-22 001-0650-416.02-22	WARNING LIGHTS-#183 POLICE CONSOLE-#175 COMPUTER MOUNT-#166	268.00 874.00 836.00	
						VENDOR TOTAL *	1,978.00	
0001421 012470 552753 990482	00	AVALON PETROLEUM COMPANY SW664	00	03/11/2014 03/11/2014 03/11/2014	001-0000-141.03-00 001-0000-141.03-00 001-0650-416.02-21	DIESEL FUEL REGULAR GASOLINE DIESEL FUEL-GENERATORS	7,033.60 15,718.28 1,225.81	
						VENDOR TOTAL *	23,977.69	
0003469	00	BARRINGTON TANGLEWOOD LLC SW664	00	03/10/2014	001-0000-227.01-00	7/13-12/13 INDUCEMENT	15,366.81	
						VENDOR TOTAL *	15,366.81	
0026869 5714329	00	BDI SW664	00	03/10/2014	050-5050-473.02-27	V-BELTS	193.76	
						VENDOR TOTAL *	193.76	
0960042 88994 88993	00	BLOOMINGDALE RESCUE & RECOVERY SW664	00	03/10/2014 03/10/2014	013-0000-445.03-51 014-0000-446.03-51	RELOCATE CARS-ASTOR RELOCATE CARS-MARK THOMAS	175.00 175.00	
						VENDOR TOTAL *	350.00	
9999999 150500-87230	00	BONILLA, SANDRA L SW664	00	03/10/2014	050-0000-202.01-00	WATER REF 7499 WASHINGTON		
						VENDOR TOTAL *		
0001420	00	CAPUTO'S						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0001420 1671995	00	CAPUTO'S SW664	00	03/10/2014	001-0830-421.03-71	SUPPLIES-DET MEETING	19.96	
							VENDOR TOTAL *	19.96
0002934 334091 334126 334143	00	CAROL STREAM LAWN & POWER SW664 SW664 SW664	00	03/10/2014	001-0630-416.02-29 001-0630-416.02-29 050-5050-473.02-27	BAR OIL,OIL MIX,OIL CAP FUEL CAP SHEAR BOLTS	33.65 6.46 7.50	
							VENDOR TOTAL *	47.61
0028417 54944	00	CASE LOTS INC SW664	00	03/11/2014	001-0720-420.02-28	STATION SUPPLIES	471.35	
							VENDOR TOTAL *	471.35
0700689 21172	00	CERTIFIED BALANCE & SCALE CORP SW664	00	03/10/2014	050-5050-473.03-41	LAB SCALE CERTIFICATION	147.00	
							VENDOR TOTAL *	147.00
0005987	00	CHASE LAND GROUP SW664	00	03/10/2014	001-0000-321.09-00	REFUND RR LICENSE FEE	100.00	
							VENDOR TOTAL *	100.00
0028554 22703200 22706338 22709506 22706339 22696956 22700077 22703200 22706338 22709506	00	CINTAS #22 SW664 140005 SW664 140005 SW664 140005 SW664 SW664 140005 SW664 140005 SW664 140005 SW664 140005 SW664 140005 SW664 140005	00	02/19/2014 02/26/2014 03/05/2014 03/10/2014 02/05/2014 02/12/2014 02/19/2014 02/26/2014 03/05/2014	001-0650-416.03-68 001-0650-416.03-68 001-0650-416.03-68 001-0660-416.02-31 050-5050-473.03-68 050-5050-473.03-68 050-5050-473.03-68 050-5050-473.03-68 050-5050-473.03-68	UNIFORM SERVICE-FLEET UNIFORM SERVICE-FLEET UNIFORM SERVICE-FLEET UNIFORMS UNIFORM SERVICE-WASTEWTR UNIFORM SERVICE-WASTEWTR UNIFORM SERVICE-WASTEWTR UNIFORM SERVICE-WASTEWTR UNIFORM SERVICE-WASTEWTR	63.52 63.52 63.52 76.76 58.41 58.41 58.41 58.41 58.41	
							VENDOR TOTAL *	559.37
0003479 7587125092 7587125092 0275090072 3507062010 6467010006 5703015039 5939030006 7662262005	00	COM ED SW664 SW664 SW664 SW664 SW664 SW664 SW664 SW664	00	03/10/2014 03/10/2014 03/10/2014 03/10/2014 03/10/2014 03/10/2014 03/11/2014 03/10/2014	050-5020-472.03-13 050-5020-472.03-13 050-5050-473.03-13 050-5050-473.03-13 050-5050-473.03-13 050-5050-473.03-13 050-5050-473.03-13 051-0000-478.03-13	1/28-2/27 CENTRAL 12/27-1/28 CENTRAL 1/28-2/27 WESTVIEW 1/29-2/27 TURNBERRY 1/29-2/27 NORTHWAY 1/6-2/5 SAVANNAH 1/29-2/26 KINGSBURY 1/10-2/10 TRAIN STATION	155.79 87.80 31.03 21.66 15.16 34.18 28.60 497.47	
							VENDOR TOTAL *	871.69
0003480 6933095059 0091041048	00	COM ED SW664 SW664	00	03/10/2014 03/11/2014	011-0000-442.03-15 050-5020-472.03-13	1/21-2/19 STREETLIGHTS 2/4-3/4 MORTON TOWER	824.02 138.39	
							VENDOR TOTAL *	962.41
0005589	00	CONRAD POLYGRAPH INC						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005589 1245	00	CONRAD POLYGRAPH INC SW664	00	03/10/2014	001-0440-414.03-61	APPLICANT LD EXAM-PD	320.00	
						VENDOR TOTAL *	320.00	
0005407 18HRW9R 18HRWAP 18HRW93 1EI2807 1EI2495 1EI2145 1EI2652 1EI2303 1EI2368 1EI2442 1EI2570	00	CONSTELLATION NEW ENERGY INC SW664	00	03/10/2014	011-0000-442.03-15	1/9-2/9 STREETLIGHTS	376.56	
						1/10-2/9 STREETLIGHTS	227.49	
						1/9-2/9 STREETLIGHTS	3,437.00	
						1/28-2/26 WELL #5	456.49	
						1/29-2/26 WELL #4	1,689.03	
						1/29-2/26 LONGMEADOW	1,991.85	
						1/29-2/26 EVERGREEN	1,526.02	
						1/29-2/26 COUNTY FARM	154.00	
						1/29-2/26 STP1	8,102.70	
						1/27-2/25 PLUM TREE	213.67	
						1/28-2/25 BAYSIDE	993.54	
						VENDOR TOTAL *	19,168.35	
0950519 13653	00	CONTINENTAL WEATHER SERVICE SW664 140011	00	03/01/2014	001-0620-431.03-35	3/14 WEATHER FORECASTING	150.00	
						VENDOR TOTAL *	150.00	
0005988	00	COOPER, BIL SW664	00	03/10/2014	001-0720-420.03-72	FUEL PURCHASE	75.00	
						VENDOR TOTAL *	75.00	
0004852 431-19896	00	DUPAGE COUNTY ANIMAL CARE & CONTROL SW664	00	03/10/2014	001-0850-421.03-61	1/14 KENNEL SERVICES	95.00	
						VENDOR TOTAL *	95.00	
9999999 167735-79180	00	ELM STREET HOMES SW664	00	03/03/2014	050-0000-202.01-00	WATER REF 1300 SEA BISCT	1.67	
						VENDOR TOTAL *	1.67	
0005218 1401054	00	ELMUND & NELSON CO SW664 140056	00	01/31/2014	011-0000-442.03-35	1/14 STREETLIGHT MAINT	1,386.54	
						VENDOR TOTAL *	1,386.54	
0005051 92772049	00	ESRI, INC SW664	00	03/10/2014	001-0470-414.03-36	ARCGIS ANNUAL MAINTENANCE	1,200.00	
						VENDOR TOTAL *	1,200.00	
9999999 100085-102260	00	EXPRESS INDIA BAZAR, INC SW664	00	03/03/2014	050-0000-202.01-00	WATER REF 1930 ARMY TRAIL	123.83	
						VENDOR TOTAL *	123.83	
0005841 257204769 257204769 257204769	00	FED EX SW664	00	03/10/2014	001-0440-414.03-12	REIMER & KARLSON LLC	18.59	
						001-0440-414.02-90	20.41	
						001-0720-420.03-12		

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005841	00	FED EX						
						VENDOR TOTAL *	65.03	
0005877 361431	00	FEENY CHRYSLER JEEP DODGE SW664	00	03/10/2014	001-0650-416.02-22	BODY MOLDING-#188	67.84	
						VENDOR TOTAL *	67.84	
0005870 159200-14910	00	FIELD STREET PROPERTIES SW664	00	03/10/2014	050-0000-202.01-00	OVERPAYMENT-5570 CARMEL	103.33	
						VENDOR TOTAL *	103.33	
0002248 20060	00	FITNESS CONNECTION SW664	00	03/10/2014	001-0720-420.03-36	FITNESS EQUIP MAINT	190.00	
						VENDOR TOTAL *	190.00	
0003735 2014-024	00	GATSO USA SW664	00	03/10/2014	001-0000-227.02-00	2/14 RED LIGHT CAMERA PMT	4,050.00	
						VENDOR TOTAL *	4,050.00	
0005983 124392	00	GOVERNMENT STAFFING SERVICES INC SW664	00	03/10/2014	001-0120-411.01-11	TEMP ADMIN ASSISTANT	892.50	
						VENDOR TOTAL *	892.50	
0007123 9368911476	00	GRAINGER SW664	00	03/10/2014	001-0650-416.02-29	IGNITION SENSOR-#654	59.45	
						VENDOR TOTAL *	59.45	
0005706 3759	00	GREAT LAKES SNOW SYSTEMS INC SW664 140057	00	03/03/2014	001-0620-431.03-35	SNOW REMOVAL-CUL DE SACS	7,447.00	
						VENDOR TOTAL *	7,447.00	
0005992	00	GRIFFIN, DAVID C SW664	00	03/10/2014	001-0710-420.03-71	HONORARIUM-DEPOSIT	1,000.00	
						VENDOR TOTAL *	1,000.00	
0005465 107255-42310	00	GUZMAN, BEATRIZ SW664	00	03/10/2014	050-0000-202.01-00	OVERPAYMENT-6956 HEMLOCK	211.22	
						VENDOR TOTAL *	211.22	
0000319	00	HAIGH, CRAIG SW664	00	03/10/2014	001-0720-420.03-71	CHAPLAIN BREAKFAST MTG	24.47	
						VENDOR TOTAL *	24.47	
0018035 C097056 B990481 C064613 C071461	00	HD SUPPLY WATERWORKS SW664 SW664 SW664 SW664	00	03/10/2014 03/10/2014 03/10/2014 03/10/2014	050-5030-472.02-27 050-5030-472.02-27 050-5030-472.02-27 050-5030-472.02-27	BOLTS, CLAMPS REPAIR PARTS REPAIR PARTS REPAIR PARTS	371.55 338.38 533.64 593.76	
						VENDOR TOTAL *	1,837.33	
0002554	00	H2O AUTO SPA INC						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0002554	00	H2O AUTO SPA INC SW664	00	03/10/2014	001-0650-416.03-31	2/14 POLICE CAR WASHES	303.00	
						VENDOR TOTAL *	303.00	
0600482 145691	00	IAPMO SW664	00	03/10/2014	050-5020-472.02-13	SUBSCRIPTION	45.00	
						VENDOR TOTAL *	45.00	
0025898	00	IL ASSN OF CODE ENFORCEMENT SW664 SW664	00	03/10/2014 03/10/2014	001-0730-420.03-71 001-0860-421.03-71	MEETING-BERTOLAMI MEETING-CODE ENF (4)	35.00 140.00	
						VENDOR TOTAL *	175.00	
0003500	00	INSIGHT ENTERPRISES INC SW664	00	03/10/2014	001-0000-227.01-00	7/13-12/13 INDUCEMENT	861,178.45	
						VENDOR TOTAL *	861,178.45	
0010254 284523	00	KAMMES AUTO & TRUCK REPAIR INC SW664	00	03/10/2014	001-0650-416.03-31	TRUCK SAFETY INSPECTIONS	404.50	
						VENDOR TOTAL *	404.50	
0701022 2003513 2003513 2003513	00	LASER ASSOCIATES, STEPHEN A. SW664 SW664 SW664	00	03/10/2014 03/10/2014 03/10/2014	001-0440-414.03-61 001-0440-414.03-61 001-0440-414.03-61	ASSESSMNT CNTR-ADMIN FEE ASSESSMNT CNTR-8 SGTS ASSESSMNT CNTR-12 SGTS	500.00 6,000.00 7,200.00	
						VENDOR TOTAL *	13,700.00	
0001585 131985-77990	00	LEVATO, ANTHONY SW664	00	03/10/2014	050-0000-202.01-00	OVRPYMNT-1255 SANTA ANITA	62.77	
						VENDOR TOTAL *	62.77	
0000409	00	MAJOR CASE ASSISTANCE TEAM SW664	00	03/10/2014	001-0830-421.03-71	AWARDS BANQUET (6)	135.30	
						VENDOR TOTAL *	135.30	
0003439	00	MENARD INC SW664	00	03/10/2014	001-0000-227.01-00	1/13-12/13 INDUCEMENT	334,966.04	
						VENDOR TOTAL *	334,966.04	
0012115 48637 48726 48412 49316 49190 48940 48664 48720 45393 48414	00	MENARDS SW664 SW664 SW664 SW664 SW664 SW664 SW664 SW664 SW664 SW664 SW664	00	03/10/2014 03/10/2014 03/10/2014 03/11/2014 03/10/2014 03/10/2014 03/10/2014 03/10/2014 03/10/2014 03/11/2014 03/10/2014	001-0640-416.02-27 001-0640-416.02-27 001-0640-416.02-27 001-0650-416.02-22 001-0720-420.02-27 001-0730-420.02-11 050-5020-472.02-27 050-5020-472.02-27 050-5020-472.02-27 050-5020-472.02-27 050-5050-473.02-27	MISC SUPPLIES MISC SUPPLIES MISC SUPPLIES AUTO PARTS-#306 BATTERIES OUTLET TESTER MISC SUPPLIES MISC SUPPLIES MISC SUPPLIES MISC SUPPLIES MISC SUPPLIES	36.74 102.27 97.43 11.88 9.07 13.99 13.99 .82 16.17	

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0012115	00	MENARDS						
						VENDOR TOTAL *	308.95	
0028204 34059	00	NEW WORLD SYSTEMS SW664	00	03/10/2014	031-0000-466.13-31	PER ERP CONTRACT-TRAINING	1,426.10	
						VENDOR TOTAL *	1,426.10	
0026675 622730512-145	00	NEXTEL COMMUNICATIONS SW664	00	03/10/2014	050-5010-471.03-11	ANNE FOX GRATE SERVICE	42.24	
						VENDOR TOTAL *	42.24	
0013298 84264643143 17642810000 02494710003 85326410009	00	NICOR GAS SW664	00	03/11/2014	001-0550-415.03-14	1/31-3/4 POLICE STATION	5,168.95	
						2/3-3/5 WELL #5	481.32	
						050-5020-472.03-14	106.04	
						1/31-3/4 WELL #4	106.04	
						051-0000-478.03-14	1,299.29	
						VENDOR TOTAL *	7,055.60	
0002827 334271	00	NORTH CENTRAL LABORATORIES SW664	140028	00 02/18/2014	050-5050-473.02-26	LAB CHEMICALS,SUPPLIES	583.01	
						VENDOR TOTAL *	583.01	
0026599	00	NOTARY PUBLIC ASSOCIATION OF IL SW664	00	03/11/2014	001-0850-421.02-13	NOTARY-MCCLAUGHRY	49.00	
						VENDOR TOTAL *	49.00	
0003506 313394	00	PACE SUBURBAN BUS SW664	00	03/11/2014	001-0550-415.03-87	1/14 ROUTE 554 SERVICE	1,306.67	
						VENDOR TOTAL *	1,306.67	
9999999 153590-76290	00	PARTNERS REAL ESTATE SW664	00	03/10/2014	050-0000-202.01-00	WATER REF 760 ROOSEVELT	65.45	
						VENDOR TOTAL *	65.45	
0027100 11540 11539 11531 11533 11532 11534 11537 11536 11538	00	PAUL, BERNARD Z SW664	00	03/11/2014	001-0550-415.03-62	2/14 RETAINER	7,762.50	
						12/13 LEGAL SERV-GENERAL	6,966.00	
						12/13 LEGAL SERV-AT&T	283.50	
						12/13 TIF#2 LEGAL SERV	2,032.71	
						12/13 TIF#2 LEGAL SERV	344.00	
						12/13 TIF#3 LEGAL SERV	365.50	
						12/13 TIF#4 LEGAL SERV	64.50	
						12/13 TIF#4 LEGAL SERV	154.00	
						12/13 TIF#5 LEGAL SERV	322.50	
						VENDOR TOTAL *	18,295.21	
0014372 24228	00	PINNER ELECTRIC INC SW664	00	03/11/2014	011-0000-442.03-36	TRAFFIC SIGNAL MAINT	350.00	
						VENDOR TOTAL *	350.00	
0014423	00	PLOTE CONSTRUCTION INC						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK NO	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0014423 180097	00	PLOTE CONSTRUCTION INC SW664 140029	00	02/28/2014	001-0620-431.02-27	COLD PATCH ASPHALT	561.72	
						VENDOR TOTAL *	561.72	
0014472 410159305 410153351	00	POMP'S TIRE SERVICE SW664	00	03/11/2014	001-0650-416.02-22	TIRES (2)-#362	1,255.30	
						001-0650-416.02-22	SQUAD TIRES (8)	1,032.00
						VENDOR TOTAL *	2,287.30	
0004367 11157285 11158908 11160432	00	PORTER PIPE & SUPPLY CO SW664	00	03/11/2014	001-0640-416.02-29	BOILER PARTS	30.60	
						001-0640-416.02-29	BOILER PARTS	57.70
						001-0640-416.02-29	BOILER PARTS	908.10
						VENDOR TOTAL *	996.40	
9999999 67720-14440	00	PRUDENTIAL OLD ENGLISH SW664	00	03/03/2014	050-0000-202.01-00	WATER REF 8075 CARLISLE	15.42	
						VENDOR TOTAL *	15.42	
0015433 5125 5125 5125	00	RED WING SHOE STORE SW664	00	03/11/2014	001-0620-431.02-33	SAFETY SHOES	115.00	
						050-5040-472.02-33	SAFETY SHOES	115.00
						050-5060-473.02-33	SAFETY SHOES	230.00
						VENDOR TOTAL *	460.00	
0004820 24725630 24725630 24725630 24725630	00	RICOH USA INC SW664	00	03/11/2014	001-0850-421.03-51	COPIER LEASE-INVEST	260.44	
						001-0850-421.03-51	COPIER LEASE-PATROL/CE	260.44
						001-0850-421.03-51	COPIER LEASE-ADMIN	260.44
						001-0850-421.03-51	COPIER LEASE-ADMIN	260.44
						VENDOR TOTAL *	1,041.76	
0005476 5029578123 5029578124 5029578125 5029578126	00	RICOH USA INC SW664	00	03/11/2014	001-0850-421.03-51	COPY CHARGES-RECORDS	568.00	
						001-0850-421.03-51	COPY CHARGES-ADMIN	387.90
						001-0850-421.03-51	COPY CHARGES-PATROL/CE	543.26
						001-0850-421.03-51	COPY CHARGES-INVEST	491.88
						VENDOR TOTAL *	1,991.04	
0027280 04	00	RJN GROUP INC SW664	00	03/11/2014	050-5060-473.03-64	SANITARY SEWER EVAL STUDY	5,795.00	
						VENDOR TOTAL *	5,795.00	
0028016 6152 6152 1211	00	SAM'S CLUB BUSINESS PAYMENTS SW664	00	03/11/2014	001-0710-420.02-13	2014 MEMBERSHIP FEE	45.00	
						001-0710-420.02-27	COFFEE SUPPLIES	176.56
						001-0850-421.02-27	KITCHEN SUPPLIES	95.52
						VENDOR TOTAL *		
0016915	00	SOUND INC						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND- ISSUED AMOUNT
0016915 57626	00	SOUND INC SW664	00	03/11/2014	001-0470-414.03-36	SMART BOARD SYNCHRONIZTN	1,828.09	
						VENDOR TOTAL *	1,828.09	
0004823 3224153028 3223415937 3223679143	00	STAPLES ADVANTAGE, DEPT DET SW664 SW664 SW664	00	03/11/2014 03/11/2014 03/11/2014	001-0520-415.02-11 001-0850-421.02-11 001-0850-421.02-11	OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	181.74 45.46 17.19	
						VENDOR TOTAL *	244.39	
0017140 11075507	00	STREICHER'S SW664 140032	00	02/21/2014	001-0820-421.02-27	POLICE EQUIPMENT	137.97	
						VENDOR TOTAL *	137.97	
0017208 110225 110225 110219 110401	00	SUBURBAN LABORATORIES INC SW664 140069 SW664 140069 SW664 140069 SW664 140069	00	02/28/2014 02/28/2014 02/28/2014 03/10/2014	050-5020-472.03-69 050-5030-472.03-69 050-5050-473.03-69 050-5050-473.03-69	LAB TESTING LAB TESTING LAB TESTING LAB TESTING	189.00 54.00 184.00 544.00	
						VENDOR TOTAL *	971.00	
0026124 4717	00	TESKA ASSOCIATES INC SW664	00	03/11/2014	001-0920-419.03-61	VILLAGE FOLDER DESIGN	745.10	
						VENDOR TOTAL *	745.10	
0003422 16668 16668	00	THIRD MILLENNIUM ASSOCIATES SW664 SW664	00	03/11/2014 03/11/2014	050-5010-471.03-70 050-5010-471.03-12	2/14 WATER BILL PRINTING POSTAGE	1,760.80 3.55	
						VENDOR TOTAL *	1,764.35	
0025671 32937	00	TLC CONTROLS INC SW664 140131	00	02/27/2014	050-5050-473.03-41	TLC CONTROLLER-SAVANNAH	1,978.00	
						VENDOR TOTAL *	1,978.00	
0005994	00	TOP SHELF SUPPLEMENTS SW664	00	03/12/2014	001-0000-207.06-00	REFUND-OVERPAID BUSN LIC	25.00	
						VENDOR TOTAL *	25.00	
0701204 193540	00	VALLEY HYDRAULIC SERVICE SW664	00	03/11/2014	001-0650-416.02-22	HYDRAULIC FITTINGS-#110	21.04	
						VENDOR TOTAL *	21.04	
0001398 9720565124 9720565124 9720565124 9720669646 9720669646	00	VERIZON WIRELESS SW664 SW664 SW664 SW664 SW664	00	03/11/2014 03/11/2014 03/11/2014 03/11/2014 03/11/2014	001-0470-414.03-11 001-0470-414.03-11 050-5010-471.03-11 050-5020-472.03-11 050-5040-472.03-11	2/14 WIRELESS SERVICE 2/14 WIRELESS SERVICE 2/14 WIRELESS SERVICE 2/14 WIRELESS SERVICE 2/14 WIRELESS SERVICE	3,856.03 222.48 883.14 38.01 38.01	
						VENDOR TOTAL *	5,037.67	
0005654	00	VULCAN MATERIALS						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005654 30536961	00	VULCAN MATERIALS SW664 140038	00	02/25/2014	001-0620-431.02-27	GRAVEL	1,369.06	
						VENDOR TOTAL *	1,369.06	
0003844 11333	00	W.N. MILLER COMPANY INC SW664	00	03/11/2014	001-0650-416.02-22	HEATED WIPER BLADE KIT	150.51	
						VENDOR TOTAL *	150.51	
0026145 2244993	00	WAREHOUSE DIRECT SW664	00	03/11/2014	001-0710-420.02-11	OFFICE SUPPLIES	44.99	
						VENDOR TOTAL *	44.99	
0005067 99517 99511	00	WASHBURN MACHINERY INC SW664	00	03/11/2014	001-0640-416.02-29	WASHING MACHINE PARTS	104.06	
						WASHING MACHINE PARTS	28.74	
						VENDOR TOTAL *	132.80	
0001916 28477 28476	00	WATER RESOURCES INC SW664	00	03/11/2014	050-5040-472.02-27	R900 RADIOS	3,520.00	
						WATER METER REGISTER PINS	11.00	
						VENDOR TOTAL *	3,531.00	
0000238 22814	00	WATER RESOURCES MANAGEMENT SW664	00	03/11/2014	050-5050-473.03-64	UPGRADE LAB DATA DMP SFTW	800.00	
						VENDOR TOTAL *	800.00	
9999999 104450-62850	00	WINFIELD REALTY SW664	00	03/10/2014	050-0000-202.01-00	WATER REF 3747 MERRIMAC	8.90	
						VENDOR TOTAL *	8.90	
0019452 21736	00	WINTER EQUIPMENT COMPANY SW664	00	03/11/2014	001-0650-416.02-22	PLOW CURB GUARDS	487.34	
						VENDOR TOTAL *	487.34	
0019711 72782304 72782304 72782304 72782304	00	XEROX CORPORATION SW664	00	03/11/2014	001-0440-414.03-36	2/14 COPIER LEASE-HR	305.17	
						2/14 COPIER LEASE-HR	71.09	
						2/14 COPIER LEASE-HR	76.30	
						2/14 COPIER LEASE-HR	30.46	
						VENDOR TOTAL *	483.02	
						TOTAL EXPENDITURES ****	1,398,296.56	
					GRAND TOTAL	*****		1,398,296.56