



240 S. Illinois Route 59, Bartlett, Illinois 60103

**Regular Meeting of Town Board  
August 19, 2014  
7:00 PM**

**A G E N D A**

- I. Call to Order – Roll Call
- II. Pledge of Allegiance
- III. Town Hall (Public Comments)
- IV. Presentations
  - A. Veterans Honor Roll – CPT Em Ramangkoun
- V. Reports
  - A. Supervisor’s Report
  - B. Clerk’s Report
  - C. Highway Commissioner’s Report
  - D. Assessor’s Report
  - E. Treasurer’s Report
  - F. Department Reports
- VI. Bill Paying
- VII. Unfinished Business
- VIII. New Business
  - A. Regular Meeting Minutes of August 5, 2014
  - B. Resolution Approving of the Lacy Reserve Playground Renovation
  - C. Approval of the Fiscal Year 2014 Audit
- IX. Executive Session
- X. Other Business
- XI. Adjournment

**Mission Statement**

**Our mission is to continuously improve the quality of life of Hanover Township residents by providing a unique array of quality, cost effective, community-based services acting as a dynamic organization that delivers services in a responsible and respectful manner.**



8/19/19  
7:00pm  
Yes

**VETERANS HONOR ROLL**  
**WE ARE PROUD TO HONOR THOSE WHO**  
**HAVE SERVED US SO VALIANTLY**

**NAME:** EM RAMANGKOUN  
**ADDRESS:** 21 ALLEN DR  
**CITY/ZIP CODE:** ELGIN, IL 60120  
**PHONE #:** 847 373 7467  
**DATE OF BIRTH:** 03.05.1941  
**BRANCH OF SERVICE:** ARMY  
**HIGHEST RANK ATTAINED:** CAPTAIN  
**YEARS OF SERVICE: FROM** 1961 **TO** 1975

**MEDALS AWARDED OR OTHER CITATIONS:**  
VIETNAM SERVICE, VIETNAM BOI-TINH, MERITORIOUS SERVICE, NATIONAL DEFENSE,  
EFFICIENCY HONOR, EXPEDITIONARY SERVICE, HOMELAND SECURITY.  
**INJURIES:** 1965 my leg and Tomb got shot.

**Comments:** Please include any interesting stories, events, and/or memories of your time in the military. Please include additional sheet(s) if needed.

Attach copy of discharge papers, DD-214 or any other significant records regarding your time in the military. We will be happy to make copies and return your originals.

A historical file will be made regarding your time serving your country and will be available for future generations.

Thank you,  
  
*Brian P. McGuire*  
Supervisor

# DEPARTMENT OF ADMINISTRATIVE SERVICES

Report for July 2014

SERVICE PROVIDED	JULY 2014	JULY 2013	FYTD 2015	FYTD 2014
<i>Passports</i>	204	134	976	784
Photo fees	\$835	\$455	\$3,241	\$2,160
Fee deposits	\$3655	\$3,550	\$21,670	\$19,642
<i>Fishing/Hunting licenses</i>	12	7	67	70
<i>Handicap Placards</i>	19	9	78	47
<i>Cook County vehicle stickers</i>	34	15	388	212
<i>Voter Registration</i>	1	0	1	2
<i>Human Resources Requests</i>	154	139	664	614
<i>New Employee Orientations</i>	4	1	12	5
<i>Technology work orders</i>	35	22	120	91
<i>Resident Contacts</i>	2,196	2,079	7,456	6,903
<i>Percent of Budget Expended</i> (33% of year)	5.8%	4.6%	27.2%	22.2%
<i>Grant application submissions</i>	2	0	3	2

## Department Highlights:

- Assistant Administrator Powers sent out the Annual Workplace Evaluation Survey to all employees on July 1, with instructions for employees to complete the survey by July 18.
- Management Analyst Kaufholz submitted the GFOA Budget on July 21.
- The Annual All Staff Picnic was held on July 22 in Runzel Reserve.
- Assistant Administrator Powers worked with Senior Services on the PACE audit.
- Management Analyst Kaufholz began Graduate Intern recruitment.
- Administrative Services staff participated in interviews for Youth and Family Services Clinical Interventionist and Prevention Specialist positions, Community and Veterans Affairs Veterans Specialist position, and the Facilities and Maintenance Mechanic opening.
- Management Analyst Kaufholz worked with Youth and Family Services Director Parquette on submitting two grants. The Department of Justice grant application in coordination with District U-46 was submitted on July 9 and the Cabela's grant that would provide funding to build an outdoor multipurpose educational space at the Izaak Walton Center was submitted on July 29.

### *Hanover Township Mission Statement:*

*Our mission is to continuously improve the quality of life of Hanover Township residents by providing a unique array of quality, cost effective, community-based services acting as a dynamic organization that delivers services in a responsible and respectful manner.*



# OFFICE OF THE ASSESSOR

Report for July 2014

SERVICE PROVIDED	JULY 2014	JULY 2013	FYTD 2015	FYTD 2014
<i>Administration</i>				
Office visits	533	360	1056	772
Building permits processed	531	470	1736	1583
Sales recording	92	98	412	472
Change of Name*	31	19	43	30
Property tax appeals	0	0	0	0
Certificate of Errors	154	138	229	234
Property location updates	1	4	1	4
New owner mailings	0	0	214	194
Long time occupants*	0	3	0	5
<i>Exemptions</i>				
Homeowner exemptions	0	0	13	15
Senior home owner exemptions	0	0	98	21
Senior freeze exemptions*	14	16	79	53
Miscellaneous exemptions	15	17	39	45
<i>Foreclosures</i>	32	47	159	208

\* Denotes notary requirement

## Department Highlights

- Extended Tuesday hours, open until 6:00 p.m. July had a total of 12 visitors after 4:30pm.
- We have a total of 1312 e-mails on our contact list. We added 70 e-mails in June.
- Foreclosures July 2014 34%. Foreclosures July 2013 48%.
- Many taxpayers were upset about the increase in tax rates. Hanover Township total rates range from 8.162% to 16.16%, an increase from 7.058% to 13.82%.
- Seniors that were born after 1938 are probably not seeing any relief from the Senior Freeze exemption due a decrease in equalized assessed values.

### *Office of the Assessor Mission Statement:*

*The Hanover Township Assessor is your nearest liaison to the Cook County Assessor's Office. Our duty is to provide professional assistance with questions you may have regarding your real estate assessments and tax bills.*

# OFFICE OF COMMUNITY HEALTH

Report for July 2014

SERVICE PROVIDED	JULY 2014	JULY 2013	FYTD 2015	FYTD 2014
<i>Appointments</i>				
ProTimes	24	24	90	104
TB skin test	7	4	32	30
Cholesterol	5	2	22	35
Pharmaceutical Assistance Programs	3	6	6	19
Miscellaneous labs	5	11	30	41
Wellness Screening (BP, diabetes, anemia)	29	NC	82	NC
Other (health questions, exams, injections, etc)	29	61	134	262
<i>Clinic Clients</i>				
Senior Center/home visits	95	78	358	376
Astor Ave	13	18	41	64
Elgin/Izaak Walton Center	5	5	20	22
Offsite clinics	15	18	47	50
Total (unduplicated)	55	44	228	262
<i>Public Education &amp; Health Promotion</i>				
Media coverage	8	8	21	20
Informational seminars	18	21	44	41
Program Participants	194	276	539	500
<i>Primary Care Provider Support</i>	5	6	25	38
<i>Phone Triage</i>	525	413	1741	1334
<i>Embracelet Program</i>	2	1	5	4

## Department Highlights

- July 8<sup>th</sup>, the Community Health Nurse started a summer walking program on Tuesdays at the Izaak Walton Center.
- July 10<sup>th</sup>, the Director attended a Brain Game presentation on understanding mental fitness at Belmont Village.
- July 12<sup>th</sup>, the Community Health Nurse attended the Hanover Park Health & Safety Fair and provided blood pressure screenings for attendants.
- July 14<sup>th</sup>-July 18<sup>th</sup>, the Office of Community Health hosted an event for Everybody Deserves a Massage Awareness Week and partnered with local massage therapists to provide free massages for residents.
- July 22<sup>nd</sup>, the Office of Community Health partnered with Kid Care Medical and Advanced Family Dental Care to hold a back to school physical, immunization and dental clinic at Astor Avenue.
- July 27<sup>th</sup>, Director and Administrative Assistant attended the Streamwood Summer Celebration Event.
- July 29<sup>th</sup>, Alexian Brothers Orthopedic Department provided free bone density screenings for 26 residents.
- July 30<sup>th</sup>, Midwest Hearning Consultants provided free hearing screenings for 15 residents.
- July 30<sup>th</sup>, the Office of Community Health partnered with Greater Elgin Family Care Center and Welfare Services for a back to school physical, immunization, health screening and backpack giveaway event.

*Office of Community Health Mission Statement:*

*Our mission of the Office of Community Health is to provide education and health promotion, prevent the spread of disease and illness, and to assist residents in accessing quality health services.*

# OFFICE OF COMMUNITY AND VETERANS AFFAIRS

Report for July, 2014

SERVICE PROVIDED	JULY 2014	JULY 2013	FYTD 2015	FYTD 2014
<i>Website Visits</i>	8,721	N/A	32,547	15,698
<i>Facebook Likes</i>	10	8	701	607
<i>Media Releases</i>	6	6	25	22
<i>Veteran Contacts</i>	7	8	13	17
<i>Total Veterans served</i>	5	5	16	13
<i>Total Resident Contacts (Elgin office)</i>	344	119	861	694

## Department Highlights:

- Continued ongoing communications with website vendors to redesign Township website.
- Conducted tour of Township Senior Center for Elgin Councilwoman Rose Martinez on July 2 with Director Kurth Schuldt and Manager Colagrossi.
- CVA coordinated staffing and staffed Township tent at Hoffman Estates NW4F on July 4.
- Joined Supervisor McGuire and Administrator Barr in meeting with new Elgin Councilwoman Rose Martinez on June 19 to discuss Township programs and services
- Conducted first round interviews for the Veterans Specialist position on July 8 with Assistant Administrator Powers.
- Conducted second round interviews for the Veterans Specialist position on July 11 with Administrator Barr.
- CVA staff attended and staffed Township tent at Blackhawk Residents Association picnic on July 13.
- CVA staff attended Relay for Life Wrap meeting on July 14.
- CVA staff attended and staffed Township tent at BFPD Pink Heals event on July 15.
- CVA staff attended HT Foundation Riverboat Cruise on July 17.
- CVA staff participated in Izaak Walton Reserve planning meeting on July 18 with Hitchcock Design Group, Administrator Barr and Manager Rick Neslon.
- New Veterans Specialist Sarah Raby started her employment at HT on July 22.
- CVA staff met with Izaak Walton League president and vice president to discuss initial designs for Izaak Walton Reserve on July 22.
- CVA staff compiled and edited Hanover Happenings Summer-Fall 2014 that arrived in mailboxes on July 25.
- CVA staff and Administrator Barr met with Strathmore Group to discuss advertising in Township newsletter on July 24.
- CVA staff met with State of Illinois Veterans Service Office John Fanning and Constituent Services Advocate Susan Gianone from Congresswoman Duckworth's office on July 25 to introduce new Township Veterans Specialist.
- CVA staff met with representative from DuPage County Vet Center on July 29 to introduce new Township Veterans Specialist.
- CVA staff coordinated and participated in Back-to-School Fair for Blackhawk Apartments on July 30.

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# DEPARTMENT OF EMERGENCY SERVICES

Report for July, 2014



SERVICE PROVIDED	JULY 2014	JULY 2013	FYTD 2015	FYTD 2014
<i>Volunteers</i>				
Total volunteers	35	27	35	27
New volunteers	1	3	9	4
<i>Hours</i>				
Volunteer Detail Hours	406	487.5	1423	1406
Volunteer Work Hours	152.5	N/A	418.5	N/A
Volunteer Training Hours	387	105	1131	638.75
<i>Total Volunteer Hours</i>	945.5	592.5	2973	2044.75
<i>Details</i>				
Emergency Call Outs	4	7	25	22
Safety Patrols	3	1	11	17
Township Sponsored Events	3	1	9	5
Other Community Events	8	14	19	20
Miscellaneous	0	2	6	11
<i>Total Details</i>	18	25	70	75

## Department Highlights:

- Emergency Call outs:
  - HTES Personnel were called out by the Streamwood Police Department to provide Traffic Control at Route 59 and Gulf Keys Road for traffic lights out.
  - HTES personnel were sent out to provide severe weather spotting during inclement weather.
  - HTES Personnel were called out by the Streamwood Police Department for traffic control and Lighting at Schaumburg Road and East Ave.
- Hanover Township Sponsored Events:
  - HTES Personnel assisted with traffic and crowd control at the Township sponsored Food Pantry at St. John's Church in Streamwood.
  - HTES Personnel assisted with parking and Security at the Township Electrical Rebate event.
  - 12 HTES Personnel in 7 HTES vehicles assisted in Traffic control at the Township Co-Sponsored 4<sup>th</sup> of July Fireworks event at the Sears Center.
  - HTES Personnel Set up our unit display at the Township Pink Heals Event.
- Other Community Events:
  - HTES personnel showed off our Vehicles at the Hanover Park COPS day event.
  - HTES personnel assisted the Hanover Park Police and Fire Departments with traffic control for their 5K Run. HTES also had their UTV with Stokes basket available.
  - HTES showed off our Equipment and vehicles for the Elgin Blackhawk Residents Association Picnic event.
  - HTES Personnel provided almost 90 hours of Traffic and Parking support for three consecutive nights of the Streamwood Summer Celebration.

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# DEPARTMENT OF FACILITIES & MAINTENANCE

Report for July 2014

SERVICE PROVIDED	JULY 2014	JULY 2013	FYTD 2015	FYTD 2013
<i>Administration</i>				
Vehicle service calls	8	28	30	115
Work orders	66	51	231	199
Event set-ups/tear downs	192	164	691	547
<i>Energy Efficiency – Electricity (Kw)</i>				
Astor Avenue Community Center	4052	3,841	12,012	9,214
Town Hall	11,820	11,580	37,800	28,200
Senior Center	47,344	44,926	173,610	122,490
<i>Energy Efficiency – Gas (Therms)</i>				
Astor Avenue Community Center	0	15.23	160.430	584,73
Town Hall	0	14,22	1017.190	1009,01
Senior Center	666.22	1660,56	4449.89	6935,78

## Department Highlights

- Completed renovations to senior kitchen.
- Set up tents at Izaak Walton for national night out, and at the administration building for staff picnic. Also for the Pink Heals event in Bartlett.
- Repaired drain pipe women’s washroom administration building then tiled floor.
- Elevator IWC-Waiting on Village of Elgin for notice to precede paper work on the CDBG grant. We submitted all the permit paper work to the village and are hopeful to be going out to bid late Aug.
- Remove all current decals at Station 1 and re-paint the entire door.
- Set up tents, tables, chairs, garbage cans etc for recycling event.
- Assembled new chairs for reception area in administration building.
- Lacy Park bid opening 8/14/14.

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# HIGHWAY DEPARTMENT

Report for July 2014

SERVICE PROVIDED	JULY 2014	JULY 2013	FYTD 2015	FYTD 2014
<i>Winter Season</i>				
Snow (inches)				
Salt (tons)				
Overtime hours				
<i>Fall Season</i>				
Branch pick-up (truckloads)	8	3	22	14

## Department Highlights

- Continued monthly brush pick-up and grass cutting.
- Continued striping roads.
- Began preparation for the Hanover Township Recycling Extravaganza.

*Mental Health Board Mission Statement:*

*The Hanover Township Mental Health Board ensures that services in the area of mental health, including developmental disabilities, addictions and substance abuse, are available to all residents of Hanover Township.*

# OFFICE OF THE MENTAL HEALTH BOARD

Report for July 2014

SERVICE PROVIDED	JUNE 2014	JUNE 2013	FYTD 2015	FYTD 2014
<i>Grant Funding</i>				
New clients	495	127	1692	1252
Ongoing Clients	517	273	NC	NC
Closed Cases	209	86	455	437
Prevention Programming Presentations	0	17	65	100
Number in audience	0	216	1877	2128
<i>TIDE</i>				
Participants	7	5	7	6
Rides	47	69	172	294
<i>Resource Center</i>				
Organizations providing services	5	5	5	5
Clients served	*56	27	204	93

*\*One agencies not reporting*

## Department Highlights

- MHB Planning Committee met to review strategic goals and discuss goals for the Human Services Coordinating Council meeting.
- Hosted Human Services Coordinating Council Meeting on July 16<sup>th</sup>. 25 people attended from area agencies and township departments. The meeting provided feedback to the Mental Health Board that will be valuable as strategic goals are reviewed. MHB Manager will be reaching out to agencies survey for additional feedback in order to prepare for the next HSCC meeting in October. The HSCC will continue to meet quarterly.
- Manager completed site visit to Association for Individual Development (AID) to meet staff, tour the facility and discuss services. These site visits have continued to ensure a smooth transition between managers.
- MHB Manager completed Resource Center walk through with Director of Facilities and Maintenance to discuss building maintenance.
- Met with Carrie Estrada of Safe from the Start at the Resource Center to discuss reporting, maintenance of the Resource Center and to introduce new MHB Manager.
- Continued to work on the MHB Resource Guide. The draft will be completed by October 1, with the hope of having it distributed by the end of the calendar year.
- The Mental Health Board will reconvene after the summer break on August 26<sup>th</sup> at 6:30 p.m. in Downey Hall.

### *Mental Health Board Mission Statement:*

*The Hanover Township Mental Health Board ensures that services in the area of mental health, including developmental disabilities, addictions and substance abuse, are available to all residents of Hanover Township.*

# DEPARTMENT OF SENIOR SERVICES

Report for July 2014

SERVICE PROVIDED	JULY 2014	JULY 2013	FYTD 2015	FYTD 2014
<i>Programming Division</i>				
Planned programs	230	171	873	756
Participants	1889	1499	6746	6629
Participants (unduplicated)	711	459	1054	1050
Wait listed (unduplicated)	87	10	260	342
Art & Computer classes	61	38	250	186
Art & Computer class participants	496	292	1755	1332
New volunteers	7	9	35	30
Total volunteers (unduplicated)	144	134	215	201
Volunteer hours reported	2000	1505	7595	6337
Meals Served	926	n/c	3570	n/c
Meals delivered by volunteers	953	852	3450	3507
<i>Social Services Division</i>				
Clients served (unduplicated)	296	294	591	623
Clients served (duplicated)	382	342	1236	1543
Energy Assistance	157	127	243	235
Prescription drugs & health insurance assistance	40	51	166	269
Social Service programs	10	10	38	43
Social Service program participants	68	94	295	352
Lending Closet transactions	73	78	294	318
<i>Transportation Division</i>				
One way rides given	2120	1980	7505	7192
Individuals served (unduplicated)	279	235	474	468
New riders	35	24	99	82
Unmet requests for rides	32	56	104	155

## Department Highlights:

- LIHEAP Summer Cooling Program occurred between 7/7 and 7/11. Welfare Services and Senior Services intake workers completed a total of 241 applications.
- Village of Streamwood awarded Senior Services the honor of “Most Unusual Entry” in the Streamwood Celebration Parade for the “Still Roaring the Hanover Hillbillies” float.
- Social Services Manager attended a meeting at AgeOptions regarding updates to the Aging Disability Resource Network.
- Out Trips: Lake Geneva Boat Tour, Anderson Japanese Gardens, Ho Chunk Casino, Latin Dance Studio Fiesta, Lunch Bunch: LYFE Kitchen, Brigadoon, The Gold Pyramid House. At the Center: French Language, TRIAD, Bingo, Free Chair Massages, Tuesday Evening Mixer, Free Movies, Parade Planning, Cooking class, Chicago Genealogy, Rules of the Road, Line Dance Classes, Spanish Language, Return to the Scene of the Crime, A Celebration of Sid Caesar, Art & Wine of Southern Italy. Visual Arts: Oil Painting, Figure Repurposed Objects for Big Art, Ceramics, Intro to Wood Carving, Watercolor, Lady Bug Garden Ornament. Computer: one-on-one tutoring, Windows 8.1, PC Intro, Skype, Email Intro, Nook’s Kindles & Tablets, Internet Search Tools, Files & Folders.
- Transportation has seen a 15% decrease in its denials of rides requested since the implementation of the software. During the month of July, the drivers drove 12,467 miles with the average miles per ride of 8.32 miles.

### *Senior Services Mission Statement:*

*With respect, innovation and a dedication to excellence, Senior Services is committed to facilitating programs and services that promote independence, a sense of community, and well being for mature adults in Hanover Township.*

# DEPARTMENT OF WELFARE SERVICES

Report for July 2014

SERVICE PROVIDED	JULY 2014	JULY 2013	FYTD 2015	FYTD 2014
<i>General Assistance</i>				
General Assistance clients	24	18	92	87
General Assistance appointments	64	55	211	228
Emergency Assistance appointments	25	21	86	73
Emergency Assistance approved	7	7	24	31
Crisis intake clients	279	262	930	926
Access to Care	3	5	17	48
<i>LIHEAP Applications/PIPP Recertifications</i>				
Office	171	146	407	247
Circuit Breaker	1	4	6	13
<i>Social Services</i>				
ComEd Hardships	11	9	22	40
Weatherization	Waitlist	Waitlist	11	Waitlist
<i>Food Pantry</i>				
Served (Households)	946	896	3493	3424
New applications	68	92	238	351
Food Donations	57	57	195	223
<i>Community Center Walk-Ins</i>	336	308	1074	1327

## Department Highlights:

- Peggy Saul, Case Manager began employment on July 28<sup>th</sup>. She has been attending trainings and is scheduled to attend GATI training in October.
- Summer lunches will end on August 15<sup>th</sup> and After School Snack beginning on August 18<sup>th</sup>. Regular Food Pantry hours will resume on August 18<sup>th</sup> as well.
- Mobile Pantry was held at St. John's Catholic Church in Streamwood and 175 families received food.
- Welfare Services Staff assisted with Summer Cooling/LIHEAP at the Senior Center.
- Kid Care Back to School Clinic was held at Astor Avenue.
- Auxiliary Volunteer Staff participated in staffing the Hanover Township booth at Streamwood Summer Celebration.
- Northern Illinois Food Bank was on site on July 29<sup>th</sup> to assist residents with SNAP applications.
- Auxiliary Staff attended the Health/Resource Fair with Office of Community Health at Blackhawk Apartments and distributed over 30 backpacks to residents.
- Employment Services Specialist, Bill Rogala had 33 appointments in July and placed 2 residents.
- CEDA continues to come weekly to provide Emergency Relief Programs to our residents.
- Collection of school supplies continues. Donation boxes have been distributed at local retailers, libraries and municipalities for collection. The Backpack Giveaway is scheduled for August 12<sup>th</sup> beginning at 9:00 am at Laurel Hill School in Hanover Park.
- 70 people attended the River Cruise fundraiser on July 17<sup>th</sup> to benefit the General Foundation.
- Immanuel United Church of Christ/Kindling Hope hosted an Ice Cream Social at Astor Avenue.
- Oktoberfest planning has started as well as preparing for the holiday program registration.

### *Welfare Services Mission Statement:*

*HanoverTownship Welfare Services is committed to improving the welfare of HanoverTownship residents experiencing hardships. Providing resources and support to empower residents in achieving self-sustainability; to serve promptly with dignity and respect.*



# DEPARTMENT OF YOUTH AND FAMILY SERVICES

Report for July 2014

SERVICE PROVIDED	JULY 2014	JULY 2013	FYTD 2015	FYTD 2014
<i>Outreach &amp; Prevention</i>				
Open Gym participants	1302	866	5353	4680
Open Gym participants (unduplicated)	326	262	872	780
Alternative to Suspension referrals	0	0	1	3
Alternative to Suspension participants	84	129	722	529
Alternative to Suspension participants (unduplicated)	28	30	94	64
<i>Clinical</i>				
Therapy clients	236	258	409	1122
Therapy clients (unduplicated)	111	136	155	322
New clients (unduplicated)	17	16	19	39
Clinical hours	197	247	354	1123
Group session participants	0	137	1949	2064
<i>Tutoring Participants</i>				
Total	98	95	558	508
Unduplicated	34	23	114	109

## Department Highlights:

- John Parquette, LCSW, submitted the Department of Justice Grant, “Developing Knowledge About What Works to Makes Schools Safe” on July 9, 2014.
- Group interviews for the Prevention Specialist position were conducted on July 11, 2014. An offer was made to Sumara Baig, who started with her position on Monday, July 21, 2014.
- John Parquette, LCSW, began providing clinical supervision to Jenny Mantis, LCSW, Senior Services CHOPE Therapist on July, 16, 2014.
- Hanover Township Youth and Family Services participated at the sixth annual AITCOY Summer Olympics on July 15, 2014.
- Group interviews were completed for the Clinical Interventionist position; an offer was made to Ryan McSheffrey. Ryan will be starting her position on August 11, 2014.
- John Parquette, LCSW, met with Megan McCall, U-46 Grant Coordinator, on July 24, 2014 to discuss potential grants that could benefit Youth and Family Services.
- John Parquette, LCSW, James Mix, Open Gym Program Coordinator, and Karen Staten, Committee on Youth Member participated at the Streamwood Summer Celebration on July 25, 2014.
- Susan Alborell, LCSW, retired from her Clinical Manager position on July 24, 2014. First round interviews for the Clinical Manager position are taking place.
- John Parquette, LCSW, completed and submitted a grant through Cabela’s on July 29, 2014. If funded, the grant will provide funding to build a multipurpose outdoor educational building on the Izaak Walton Center and Reserve.
- Family Therapy metrics are lower this month due to multiple therapists’ being out on vacation and a search for a bilingual therapist is occurring.
- There were no new referrals for the Alternative to Suspension Program - the Summer Alternatives Programing consists of participants who were in the school based programming.

### *Youth & Family Services Mission Statement:*

*The mission of Hanover Township Youth and Family Services is the prevention of juvenile delinquency and the promotion of positive development in young people. This is accomplished by providing services which help to strengthen families, to provide outreach to children and teens at risk of school failure and delinquency, and to contribute to the building up of a healthier community for all Township youth.*

**Hanover Township**  
 Board Audit Report  
 From 8/6/14 to 8/19/14

	Subtotal	Alexian Invoices	Total
Total Town Fund	39,300.99	371.93	39,672.92
Total Senior Center	23,308.84	92.00	23,400.84
Total Welfare Services	3,840.49		3,840.49
Total Road and Bridge	6,975.62		6,975.62
Total Mental Health Board	29,004.00	2,990.00	31,994.00
Total Retirement	0.00		
Total Vehicle	200.00		200.00
Total Capital	65,586.91		65,586.91
Total All Funds	<u>168,216.85</u>	<u>3,453.93</u>	<u>171,670.78</u>

The above "Subtotal" column has been approved for payment this 19th day of August 2014.

The above "Total" column has been approved for payment this 19th day of August 2014.

\_\_\_\_\_  
 Supervisor

\_\_\_\_\_  
 Town Clerk

\_\_\_\_\_  
 Supervisor

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 Town Clerk

\_\_\_\_\_  
 Trustee

\_\_\_\_\_  
 Trustee

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 Trustee

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 Trustee

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 Trustee

\_\_\_\_\_  
 Trustee

1:32 PM

08/15/14

Accrual Basis

## Hanover Township Board Audit Report August 6 - 19, 2014

Type	Date	Num	Name	Memo	Amount
<b>1013 · Town Fund - Revenue</b>					
<b>1013952 · Passport Fees</b>					
Check	08/15/2014	106305	Sharmila Ohprecio Hizon	Overcharge Refund	25.00
Total 1013952 · Passport Fees					25.00
Total 1013 · Town Fund - Revenue					25.00
<b>1014 · Town Fund - Expenditures</b>					
<b>101CAP · Capital Expenditures</b>					
<b>1014410 · Equipment Purchases</b>					
Check	08/08/2014	106230	Gold Seal Cabinets & Countertops	Inv# 34610 Cabinets/Drawers	2,034.00
Total 1014410 · Equipment Purchases					2,034.00
<b>1014430 · Computer Equipment &amp; Software</b>					
Check	08/08/2014	106220	Current Technologies Corporation	Inv# 711698 Network Labor	1,733.75
Total 1014430 · Computer Equipment & Software					1,733.75
Total 101CAP · Capital Expenditures					3,767.75
<b>101CHN · Community Health</b>					
<b>1014452 · Office Supplies</b>					
Check	08/15/2014	106326	Staples	Inv# 3237187718 Ink	34.99
Total 1014452 · Office Supplies					34.99
<b>1014453 · Printing</b>					
Check	08/08/2014	106232	Interact Business Products, LLC	Inv# 98396 Copy Charges	9.94
Check	08/15/2014	106326	Staples	Inv# 3237187718 Copy Paper	79.98
Total 1014453 · Printing					89.92
<b>1014454 · Travel &amp; Training</b>					
Check	08/08/2014	106210	Hoch, Keely P	Mileage Reimbursement	26.30
Total 1014454 · Travel & Training					26.30
<b>1014459 · Professional Services</b>					
Check	08/12/2014	106263	Alexian Brothers Health System	Patient# G.9319 Lab Work	135.93
Total 1014459 · Professional Services					135.93
<b>1014465 · Medical Supplies</b>					
Check	08/12/2014	106250	PSS World Medical, Inc.	Inv# 99108092 Screening Supplies	98.84
Check	08/12/2014	106250	PSS World Medical, Inc.	Inv# 99143628 Gloves/Towelettes/Supplies	86.60
Total 1014465 · Medical Supplies					185.44
<b>1014492 · Dental, Vision &amp; Life Insurance</b>					
Check	08/08/2014	106224	Fidelity Secure Life	Plan ID 9911736 Monthly Premium	13.98
Total 1014492 · Dental, Vision & Life Insurance					13.98
Total 101CHN · Community Health					486.56

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Accrual Basis

## Hanover Township Board Audit Report August 6 - 19, 2014

Type	Date	Num	Name	Memo	Amount
<b>101CVA - Community &amp; Veteran Affairs</b>					
<b>101CMA - Community Relations</b>					
<b>1014611 - Education &amp; Training</b>					
Check	08/15/2014	106335	Verify (XHANOV)	Inv# 897189 Background Check	16.00
Total 1014611 - Education & Training					16.00
<b>1014620 - Satellite Office Programs</b>					
Check	08/08/2014	106215	Ace Coffee Bar	Inv#2940-362223 Coffee Supplies	159.25
Total 1014620 - Satellite Office Programs					159.25
<b>1014621 - Satellite Office Utilities</b>					
Check	08/08/2014	106221	City of Elgin	Acct# 413720-6423 Monthly Charges	17.59
Total 1014621 - Satellite Office Utilities					17.59
<b>1014623 - Satellite Office Phone &amp; Intrnt</b>					
Check	08/08/2014	106222	Comcast (503 Cable)	Acct# 8771 20 032 0798503 Monthly Cable Charges	2.11
Check	08/15/2014	106294	Kuttenberg, Thomas W	Monthly Cell Phone Reimbursement July	50.00
Check	08/15/2014	106294	Kuttenberg, Thomas W	Monthly Cell Phone Reimbursement August	50.00
Total 1014623 - Satellite Office Phone & Intrnt					102.11
<b>1014624 - Travel</b>					
Check	08/08/2014	106211	Monegato, Holly N	Mileage Reimbursement	88.25
Total 1014624 - Travel					88.25
<b>1014625 - Communications</b>					
Check	08/15/2014	106309	Breese Journal & Publishing Company	Inv# 88240 Hanover Happenings Fall 2014	7,675.35
Total 1014625 - Communications					7,675.35
<b>1014629 - Dues and Subscriptions</b>					
Check	08/08/2014	106249	Paddock Publications	Acct# 681793 Daily Herald Subscription	22.00
Total 1014629 - Dues and Subscriptions					22.00
<b>1014630 - Veteran Honor Roll</b>					
Check	08/08/2014	106216	A1 Trophies & Awards, Inc	Inv# 15755 Veterans Plate	4.00
Total 1014630 - Veteran Honor Roll					4.00
<b>1014631 - Community Festivals</b>					
Check	08/15/2014	106292	Bartlett Chamber of Commerce	Bartlett Heritage Days - Partner Sponsorship	1,000.00
Check	08/15/2014	106293	Bartlett Heritage Days	Bartlett Heritage Days - Patriarch Sponsorship	500.00
Total 1014631 - Community Festivals					1,500.00
<b>1014692 - Dental, Vision &amp; Life Insurance</b>					
Check	08/08/2014	106224	Fidelity Secure Life	Plan ID 9911736 Monthly Premium	13.50
Total 1014692 - Dental, Vision & Life Insurance					13.50
Total 101CMA - Community Relations					9,598.05



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## Hanover Township Board Audit Report August 6 - 19, 2014

Type	Date	Num	Name	Memo	Amount
Total 101CVA · Community & Veteran Affairs					9,598.05
<b>101ES · ES - Expenditures</b>					
<b>1014802 · Equipment</b>					
Check	08/15/2014	106323	Ralph Helm, Inc	Inv# 237746 Chainsaw	604.96
Check	08/15/2014	106323	Ralph Helm, Inc	Inv# 237672 Chain/Service	76.40
Check	08/15/2014	106332	The Home Depot	Generator ByPass	125.77
Total 1014802 · Equipment					807.13
<b>1014803 · Uniforms</b>					
Check	08/15/2014	106318	Ray O'herron Co., Inc.	Inv# 1443909 Street Gear/Name Plates/Dress Cap	226.83
Check	08/15/2014	106318	Ray O'herron Co., Inc.	Inv# 1444086 Shirts (2)/Tie Clip/Tie Bar/Belt	152.95
Check	08/15/2014	106318	Ray O'herron Co., Inc.	Inv# 1444087 Name Plate/Ties/Shirt/Street Gear/Tie Bar	302.79
Check	08/15/2014	106318	Ray O'herron Co., Inc.	Inv# 1444088 Shirt/Street GEar/ Belt/Tie Bar/Dress Cap	224.90
Check	08/15/2014	106318	Ray O'herron Co., Inc.	Inv# 1444089 Supplies	4.99
Check	08/15/2014	106318	Ray O'herron Co., Inc.	Inv# 1444090 Cargo Pants/Shirt/Belt/Tie Clip	221.95
Check	08/15/2014	106318	Ray O'herron Co., Inc.	Inv# 1444091 Cargo Pants/Shirt/Belt	212.96
Check	08/15/2014	106318	Ray O'herron Co., Inc.	Inv# 1444092 Gold/Silver Nameplates (20)	237.99
Check	08/15/2014	106318	Ray O'herron Co., Inc.	Inv# 1444253 Street Gear/Shirts/Tie/Tie Bar/Belt	192.85
Total 1014803 · Uniforms					1,778.21
<b>1014892 · Dental, Vision &amp; Life Insurance</b>					
Check	08/08/2014	106224	Fidelity Secure Life	Plan ID 9911736 Monthly Premium	4.66
Total 1014892 · Dental, Vision & Life Insurance					4.66
Total 101ES · ES - Expenditures					2,590.00
<b>101ISE · Insurance &amp; Employee Benefits</b>					
<b>1014504 · Dental, Vision &amp; Life Insurance</b>					
Check	08/15/2014	106319	NCPERS	Unit# 5785 Policy Coverage	16.00
Total 1014504 · Dental, Vision & Life Insurance					16.00
<b>1014507 · Flex Plan &amp; 457 Plan</b>					
Check	08/15/2014	106310	CPI Qualified Plan Consultants, Inc.	Inv# GV138804-185511 Quarterly Fees	712.50
Total 1014507 · Flex Plan & 457 Plan					712.50
Total 101ISE · Insurance & Employee Benefits					728.50
<b>101LEA · Legal &amp; Auditing</b>					
<b>1014502 · Legal Services</b>					
Check	08/15/2014	106315	Kopon Airdo, LLC	Inv# 190-0001-14626 Legal Fees	14,182.31
Total 1014502 · Legal Services					14,182.31
Total 101LEA · Legal & Auditing					14,182.31
<b>101MAIN · Facilities Maintenance</b>					
<b>1014205 · Janitorial Supplies - Town</b>					
Check	08/08/2014	106218	Bade Paper Products, Inc	Inv# 194531 Toilet Tissue/Bleach/Towels/Gloves	210.27

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# Hanover Township Board Audit Report August 6 - 19, 2014

Type	Date	Num	Name	Memo	Amount
Check	08/08/2014	106218	Bade Paper Products, Inc	Inv# 194388 Towels/Toilet Tissue	204.00
Check	08/08/2014	106218	Bade Paper Products, Inc	Inv# 194054Towels/Glass Cleaner/Gloves	340.55
Total 1014205 · Janitorial Supplies - Town					754.82
<b>1014208 · Housekeeping Contract</b>					
Check	08/08/2014	106233	JaniKing	Inv# 08140302 Monthly Contract Billing	395.00
Total 1014208 · Housekeeping Contract					395.00
<b>1014209 · Building Contracts</b>					
Check	08/08/2014	106226	Fox Valley Fire & Safety	Inv# 848979 Fire Extinguisher Pressurized	84.00
Check	08/08/2014	106239	Orkin Pest Control (Astor)	Inv# 95205429 Pest Control	53.00
Check	08/08/2014	106240	Orkin Pest Control (Senior)	Inv# 94667525 Pest Control	68.90
Check	08/08/2014	106241	Orkin Pest Control (Town)	Inv# 94667524 Pest Control	63.60
Check	08/08/2014	106242	Orkin Pest Control (IWC)	Inv# 95205602 Pest Control	55.00
Total 1014209 · Building Contracts					324.50
<b>1014211 · Building Maintenance - Senior</b>					
Check	08/08/2014	106227	Grainger	Inv# 9494341861 Dimmer Switches (4)	139.88
Check	08/08/2014	106236	Midwest Electrical Service Center	Inv# 2154 Preventive Maintenance Agreement	120.00
Total 1014211 · Building Maintenance - Senior					259.88
<b>1014213 · Equipment Maintenance - Town</b>					
Check	08/08/2014	106232	Interact Business Products, LLC	Inv# 98180 Copy Charges	62.48
Total 1014213 · Equipment Maintenance - Town					62.48
<b>1014214 · Equipment Maintenance - Senior</b>					
Check	08/12/2014	106274	Midwest Electrical Service Center	Inv# 80081 Garbage Disposal Repair	44.00
Total 1014214 · Equipment Maintenance - Senior					44.00
<b>1014216 · Equipment Rental</b>					
Check	08/12/2014	106279	Taylor Rental	Contract# 02-243174-03 Scissor Lift Rental	435.00
Total 1014216 · Equipment Rental					435.00
<b>1014218 · Vehicle Maintenance - Town</b>					
Check	08/08/2014	106231	Ron Hopkins Ford	Inv# 77178 Rear Brakes/Oil Change/Tire Balance/Transmission Repair	1,850.77
Total 1014218 · Vehicle Maintenance - Town					1,850.77
<b>1014222 · Trash Removal - Town</b>					
Check	08/08/2014	106214	Allied Waste Services	Acct# 3-0551-6013270 Monthly Charges	179.89
Total 1014222 · Trash Removal - Town					179.89
<b>1014223 · Trash Removal - Senior</b>					
Check	08/08/2014	106214	Allied Waste Services	Acct# 3-0551-6000579 Monthly Charges	171.55
Total 1014223 · Trash Removal - Senior					171.55
<b>1014224 · Trash Removal - Astor</b>					
Check	08/08/2014	106214	Allied Waste Services	Acct# 3-0551-6013274 Monthly Charges	153.66

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## Hanover Township Board Audit Report August 6 - 19, 2014

Type	Date	Num	Name	Memo	Amount
Total 1014224 · Trash Removal - Astor					153.66
<b>1014225 · Grounds/Reserve Maintenance</b>					
Check	08/15/2014	106332	The Home Depot	Gloves/Drill Bits/YFS Bond Mortar/Weed Killer	131.82
Total 1014225 · Grounds/Reserve Maintenance					131.82
<b>1014227 · Miscellaneous</b>					
Check	08/12/2014	106252	Sam's Club (F&M 1035 2)	Member Fees / Account Charges	110.00
Total 1014227 · Miscellaneous					110.00
<b>1014228 · Building Maintenance - Izaak</b>					
Check	08/15/2014	106332	The Home Depot	Weed Killer/Keys	27.29
Total 1014228 · Building Maintenance - Izaak					27.29
<b>1014230 · Trash Removal - Izaak</b>					
Check	08/08/2014	106214	Allied Waste Services	Acct# 3-0551-0097167 Monthly Charges	44.69
Total 1014230 · Trash Removal - Izaak					44.69
<b>1014292 · Dental, Vision &amp; Life Insurance</b>					
Check	08/08/2014	106224	Fidelity Secure Life	Plan ID 9911736 Monthly Premium	23.30
Total 1014292 · Dental, Vision & Life Insurance					23.30
Total 101MAIN · Facilities Maintenance					4,968.65
<b>101PAN · Pantry</b>					
<b>1014161 · Utilities</b>					
Check	08/12/2014	106276	Nicor 65	Acct# 65-08-57-1000 5 Monthly Charges	50.39
Check	08/12/2014	106277	Nicor 75	Acct# 75-08-57-1000 4 Monthly Charges	72.76
Check	08/15/2014	106312	Com Ed 016 (Astor)	Acct# 8584152016 Monthly Charges	491.51
Total 1014161 · Utilities					614.66
<b>1014192 · Dental, Vision &amp; Life Insurance</b>					
Check	08/08/2014	106224	Fidelity Secure Life	Plan ID 9911736 Monthly Premium	13.67
Total 1014192 · Dental, Vision & Life Insurance					13.67
Total 101PAN · Pantry					628.33
<b>101THE · Town Hall Expense</b>					
<b>1014403 · Utilities - Town</b>					
Check	08/12/2014	106261	Village of Bartlett	Acct# 51470 Water/Sewer	-90.97
Check	08/12/2014	106267	Com Ed 006 (Town)	Acct# 7826009006 Monthly Charges	1,210.70
Total 1014403 · Utilities - Town					1,119.73
Total 101THE · Town Hall Expense					1,119.73
<b>101TOE · Town Office Expense</b>					
<b>1014404 · Office Supplies</b>					
Check	08/15/2014	106326	Staples	Inv# 3237734094 Toner	163.55

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Type	Date	Num	Name	Memo	Amount
Total 1014404 · Office Supplies					163.55
<b>1014412 · Travel Expenses</b>					
Check	08/15/2014	106303	Fischer, Joan L	Mileage Reimbursement	16.10
Total 1014412 · Travel Expenses					16.10
<b>1014414 · Memberships, Subs &amp; Publication</b>					
Check	08/15/2014	106322	Bartlett Rotary Club	Inv# 637 2nd Quarter Dues	121.00
Total 1014414 · Memberships, Subs & Publication					121.00
<b>1014531 · Community Affairs</b>					
Check	08/15/2014	106306	Ameri-Shred, Inc	Inv# 11779 On Site Document Destruction - Recycling Event	375.00
Total 1014531 · Community Affairs					375.00
<b>1014535 · Legal Notices</b>					
Check	08/15/2014	106320	Paddock Publications, Inc	Inv# T4381300 Bid Notices	136.85
Total 1014535 · Legal Notices					136.85
<b>1014592 · Dental, Vision &amp; Life Insurance</b>					
Check	08/08/2014	106224	Fidelity Secure Life	Plan ID 9911736 Monthly Premium	31.66
Total 1014592 · Dental, Vision & Life Insurance					31.66
Total 101TOE · Town Office Expense					844.16
<b>104ASR · Assessor's Division</b>					
<b>1044492 · Dental, Vision &amp; Life Insurance</b>					
Check	08/08/2014	106224	Fidelity Secure Life	Plan ID 9911736 Monthly Premium	13.50
Total 1044492 · Dental, Vision & Life Insurance					13.50
Total 104ASR · Assessor's Division					13.50
<b>109YFS · Youth &amp; Family Services</b>					
<b>109ADM · Administration &amp; Clinical</b>					
<b>1094614 · Printing</b>					
Check	08/08/2014	106246	Quill Corporation	Credit for Inv# 4499434	-19.38
Total 1094614 · Printing					-19.38
<b>1094618 · Psychiatric Backup</b>					
Check	08/08/2014	106212	Alexian Bros. Behavioral Health Hospital	Psychiatric Follow Up Visits	105.00
Total 1094618 · Psychiatric Backup					105.00
<b>1094619 · Office Supplies</b>					
Check	08/12/2014	106251	Sam's Club (Town 0487 6)	Supplies	17.22
Total 1094619 · Office Supplies					17.22
<b>1094621 · Recruitment and Pre Employment</b>					
Check	08/08/2014	106213	Alexian Bros Corporate Health Services	Inv# 535189 Employee Physical/Screening	131.00



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Type	Date	Num	Name	Memo	Amount
Total 1094621 · Recruitment and Pre Employment					131.00
<b>1094622 · Miscellaneous</b>					
Check	08/12/2014	106251	Sam's Club (Town 0487 6)	Member Fees	105.00
Check	08/12/2014	106251	Sam's Club (Town 0487 6)	Annual Fee	50.00
Check	08/12/2014	106251	Sam's Club (Town 0487 6)	Account Charges	7.52
Total 1094622 · Miscellaneous					162.52
<b>1094626 · Equipment &amp; Furniture</b>					
Check	08/08/2014	106246	Quill Corporation	Inv# 4741924 Printer/Folders/Clips	65.46
Check	08/08/2014	106246	Quill Corporation	Inv# 4584903 Printer	99.99
Total 1094626 · Equipment & Furniture					165.45
<b>1094692 · Dental, Vision &amp; Life Insurance</b>					
Check	08/08/2014	106224	Fidelity Secure Life	Plan ID 9911736 Monthly Premium	51.24
Total 1094692 · Dental, Vision & Life Insurance					51.24
Total 109ADM · Administration & Clinical					613.05
<b>109OUT · Outreach &amp; Prevention</b>					
<b>1094627 · Open Gym Program.</b>					
Check	08/12/2014	106251	Sam's Club (Town 0487 6)	Open Gym Snacks	57.29
Total 1094627 · Open Gym Program.					57.29
<b>1094647 · Office Supplies</b>					
Check	08/08/2014	106209	Baig, Sumara	Monthly Planner	27.24
Total 1094647 · Office Supplies					27.24
<b>1094792 · Dental, Vision &amp; Life Insurance</b>					
Check	08/08/2014	106224	Fidelity Secure Life	Plan ID 9911736 Monthly Premium	22.80
Total 1094792 · Dental, Vision & Life Insurance					22.80
Total 109OUT · Outreach & Prevention					107.33
Total 109YFS · Youth & Family Services					720.38
Total 1014 · Town Fund - Expenditures					39,647.92
<b>1104 · Senior Center - Expenditures</b>					
<b>1104ADM · Administration</b>					
<b>1104517 · Salaries</b>					
Check	08/12/2014	106256	Social Work p.r.n., Inc.	Inv# 17907 Social Work Temp Staffing	1,400.00
Total 1104517 · Salaries					1,400.00
<b>1104523 · Recruitment</b>					
Check	08/15/2014	106335	Verify (XHANOV)	Inv# 897189 Background Check	16.00
Check	08/15/2014	106336	Verify (XHTSSE)	Inv# 897206 Background Checks (3)	48.00

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Type	Date	Num	Name	Memo	Amount
Total 1104523 · Recruitment					64.00
<b>1104524 · Utilities</b>					
Check	08/08/2014	106243	Nicor 53	Acct# 53-90-98-7636 8 Monthly Charges	1,568.57
Check	08/12/2014	106261	Village of Bartlett	Acct# 63818 Water/Sewer Runzel Reserve	69.96
Check	08/12/2014	106261	Village of Bartlett	Acct# 62447 Water/Sewer	388.89
Check	08/12/2014	106265	Com Ed 009 (Snr)	Acct# 7826010009 Monthly Charges	4,463.52
Total 1104524 · Utilities					6,490.94
<b>1104528 · Office Supplies</b>					
Check	08/15/2014	106326	Staples	Inv# 3237734099 Inks/Copy Paper/Office Supplies	276.88
Check	08/15/2014	106326	Staples	Inv# 3237187716 Copy Paper	68.49
Check	08/15/2014	106326	Staples	Inv# 3237734100 Blue Paper	7.19
Check	08/15/2014	106326	Staples	Inv# 3237734097 Markers/Gluestick/Keyboard/Copy Paper	323.46
Total 1104528 · Office Supplies					676.02
<b>1104533 · Printing</b>					
Check	08/08/2014	106232	Interact Business Products, LLC	Inv# 98396 Copy Charges	395.15
Check	08/08/2014	106235	Kwik Print	Inv# 52886 Letterhead	163.90
Total 1104533 · Printing					559.05
<b>1104534 · Dues, Subs &amp; Publications</b>					
Check	08/12/2014	106254	Sam's Club (Snr 0052 8)	Member Fees/ Annual Charges	140.00
Total 1104534 · Dues, Subs & Publications					140.00
<b>1104592 · Dental, Vision &amp; Life Insurance</b>					
Check	08/08/2014	106224	Fidelity Secure Life	Plan ID 9911736 Monthly Premium	49.82
Total 1104592 · Dental, Vision & Life Insurance					49.82
Total 1104ADM · Administration					9,379.83
<b>1104NUT · Nutrition</b>					
<b>1105551 · Food</b>					
Check	08/08/2014	106228	Gordon Food Service	Inv# 157832428 Nutrition Program Food	501.10
Check	08/08/2014	106229	Get Fresh Produce, Inc	Inv# 1661369 Nutrition Program	308.89
Check	08/08/2014	106229	Get Fresh Produce, Inc	Inv# 1660315 Nutrition Program	149.02
Check	08/08/2014	106229	Get Fresh Produce, Inc	Inv# 1656908 Nutrition Program	216.99
Check	08/08/2014	106229	Get Fresh Produce, Inc	Inv# 1651169 Nutrition Program	85.47
Check	08/12/2014	106270	Get Fresh Produce, Inc	Inv# 1666665 Nutrition Program	376.15
Check	08/12/2014	106271	Gordon Food Service	Inv# 157933588 Nutrition Program Food	462.17
Check	08/15/2014	106314	Get Fresh Produce, Inc	Inv# 1669949 Nutrition Program Food	37.41
Check	08/15/2014	106314	Get Fresh Produce, Inc	Inv# 1667062 Nutrition Program Food	16.00
Total 1105551 · Food					2,153.20
<b>1105553 · Supplies</b>					
Check	08/08/2014	106228	Gordon Food Service	Inv# 157832428 Nutrition Prorgam Supplies	55.14
Check	08/08/2014	106237	Mickey's Linen	Inv# 55701 Linen Cleaning	70.40
Check	08/12/2014	106271	Gordon Food Service	Inv# 157933588 Nutrition Prorgam Supplies	285.62

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Type	Date	Num	Name	Memo	Amount
Check	08/12/2014	106275	Mickey's Linen	Inv# 57282 Linen Cleaning	33.26
Total 1105553 · Supplies					444.42
<b>1105792 · Dental, Vision &amp; Life Insurance</b>					
Check	08/08/2014	106224	Fidelity Secure Life	Plan ID 9911736 Monthly Premium	4.66
Total 1105792 · Dental, Vision & Life Insurance					4.66
Total 1104NUT · Nutrition					2,602.28
<b>1104SOC · Social Services</b>					
<b>1104514 · Weekend Programming</b>					
Check	08/15/2014	106330	Tango Argentina Club	French Class Sept/Oct	600.00
Total 1104514 · Weekend Programming					600.00
<b>1104515 · Programming</b>					
Check	08/12/2014	106254	Sam's Club (Snr 0052 8)	Coffee Supplies/Program Snacks	79.65
Check	08/12/2014	106254	Sam's Club (Snr 0052 8)	Credit Memo	-30.78
Check	08/12/2014	106255	Southern Wine and Spirit of Illinois	Inv# 4100170 Italy Program Beverages	280.82
Check	08/12/2014	106257	Cherry Stoddard	Gold Pyramid Refund	40.00
Check	08/15/2014	106295	Moshis, Thomas L	Lunch Reimbursement	31.95
Check	08/15/2014	106302	Bartlett Park District	Senior Summer Celebration - Villa Olivia	1,722.85
Check	08/15/2014	106324	Studio Energia	Exercise Class Fee Sept-Oct	225.00
Check	08/15/2014	106325	Starlight Tours	Horseshoe Casino Trip 8/21/14 (48)	1,800.00
Check	08/15/2014	106330	Tango Argentina Club	Spanish Class Sept/Oct	300.00
Check	08/15/2014	106333	Tranquility Yoga Studio	Yoga Class Instruction Sept- October	1,820.00
Total 1104515 · Programming					6,269.49
<b>1104516 · Social Services</b>					
Check	08/15/2014	106326	Staples	Inv# 3237734098 Scanner	399.95
Total 1104516 · Social Services					399.95
<b>1104519 · Senior Assistance</b>					
Check	08/12/2014	106259	United Healthcare - AARP	Prescription Assistance	200.00
Check	08/12/2014	106273	Spring Lakes Estates	Rent Assisitance	200.00
Total 1104519 · Senior Assistance					400.00
<b>1104520 · Volunteer Services</b>					
Check	08/15/2014	106296	Dale Rankin	Home Delivered Meals Mileage Reimbursement	161.84
Check	08/15/2014	106297	Charles Coleman	Home Delivered Meals Mileage Reimbursement	58.24
Check	08/15/2014	106298	Phil Roth	Home Delivered Meals Mileage Reimbursement	34.72
Total 1104520 · Volunteer Services					254.80
<b>1104532 · Visual Arts</b>					
Check	08/08/2014	106219	Blick Art Materials	Inv# 3268086 Art Materials	138.55
Check	08/12/2014	106269	Hobby Lobby	Program Supplies	130.36
Check	08/15/2014	106316	Midwest Ceramic Art Supply	Ceramic Supplies	601.47
Total 1104532 · Visual Arts					870.38

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Accrual Basis

## Hanover Township Board Audit Report August 6 - 19, 2014

Type	Date	Num	Name	Memo	Amount
Total 1104SOC · Social Services					8,794.62
<b>1104TRN · Transportation</b>					
<b>1104512 · Volunteer Express</b>					
Check	08/15/2014	106299	Sue Mattioli	Volunteer Express Mileage Reimbursement	13.44
Check	08/15/2014	106300	Jeannine Havlik	Volunteer Express Mileage Reimbursement	81.20
Check	08/15/2014	106301	Jan Klee	Volunteer Express Mileage Reimbursement	25.72
Total 1104512 · Volunteer Express					120.36
<b>1104518 · Vehicle Maintenance</b>					
Check	08/08/2014	106234	Kammes Auto & Truck Repair, Inc.	Inv# 115678 Spring/Shackles Replacement	608.64
Check	08/08/2014	106234	Kammes Auto & Truck Repair, Inc.	Inv# 115644 Alternator/Oil Change/Power Steering Leak Repair	1,146.87
Check	08/12/2014	106268	Friendly Ford, Inc	Inv# 181432 Vehicle Repair	16.50
Total 1104518 · Vehicle Maintenance					1,772.01
<b>1104549 · Recruitment</b>					
Check	08/15/2014	106307	Alexian Bros Corporate Health Services	Inv# 535870 Employee Physical/Screening	92.00
Total 1104549 · Recruitment					92.00
<b>1104550 · Telephone/Bus Tablets</b>					
Check	08/12/2014	106260	Verizon Wireless	Acct# 742025529 Monthly Charges	602.48
Total 1104550 · Telephone/Bus Tablets					602.48
<b>1104692 · Dental, Vision &amp; Life Insurance</b>					
Check	08/08/2014	106224	Fidelity Secure Life	Plan ID 9911736 Monthly Premium	37.26
Total 1104692 · Dental, Vision & Life Insurance					37.26
Total 1104TRN · Transportation					2,624.11
Total 1104 · Senior Center - Expenditures					23,400.84
<b>2024 · Welfare Services - Expenditures</b>					
<b>2024ADM · Administration</b>					
<b>2024202 · Office Supplies</b>					
Check	08/12/2014	106253	Sam's Club (WS 6382 9)	Inks/Coffee Supplies	243.28
Check	08/15/2014	106326	Staples	Inv# 3237734096 Copy Paper/Toner	123.98
Check	08/15/2014	106326	Staples	Inv# 3238662949 Stapler	8.99
Check	08/15/2014	106326	Staples	Inv# 3238662948 Privacy Screen	57.99
Total 2024202 · Office Supplies					434.24
<b>2024204 · Equipment</b>					
Check	08/15/2014	106326	Staples	Inv# 3237734101 Desktop Laminator	144.95
Check	08/15/2014	106337	Wells Fargo Financial Leasing 003	Acct# 0090075-003 Copy Machine Rental	150.00
Total 2024204 · Equipment					294.95
<b>2024205 · Travel &amp; Training</b>					
Check	08/12/2014	106262	Simon, Janet L	Mileage Reimbursement	43.73
Check	08/15/2014	106327	Saul, Margaret M	Mileage Reimbursement	42.38



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# Hanover Township Board Audit Report August 6 - 19, 2014

Type	Date	Num	Name	Memo	Amount
Check	08/15/2014	106328	Rojo, Michelle K	Mileage Reimbursement	57.63
Total 2024205 · Travel & Training					143.74
<b>2024212 · Dues &amp; Publications</b>					
Check	08/12/2014	106253	Sam's Club (WS 6382 9)	Memeber Fees/ Annual Charge	95.00
Check	08/12/2014	106253	Sam's Club (WS 6382 9)	Account Charges	5.56
Total 2024212 · Dues & Publications					100.56
<b>2024507 · Professional Services</b>					
Check	08/15/2014	106334	Verify (XHANGA)	Inv# 897188 Background Checks (3)	48.00
Total 2024507 · Professional Services					48.00
<b>2024509 · Volunteer Appreciation</b>					
Check	08/15/2014	106329	Cintas #22	Inv# 22777538 Fleece (2)	106.55
Total 2024509 · Volunteer Appreciation					106.55
<b>2024592 · Dental, Vision &amp; Life Insurance</b>					
Check	08/08/2014	106224	Fidelity Secure Life	Plan ID 9911736 Monthly Premium	13.98
Total 2024592 · Dental, Vision & Life Insurance					13.98
Total 2024ADM · Administration					1,142.02
<b>2024EMP · Employment Services</b>					
<b>2024292 · Dental, Vision &amp; Life Insurance</b>					
Check	08/08/2014	106224	Fidelity Secure Life	Plan ID 9911736 Monthly Premium	9.32
Total 2024292 · Dental, Vision & Life Insurance					9.32
Total 2024EMP · Employment Services					9.32
<b>2024HOM · Home Relief</b>					
<b>2024119 · Emergency Assistance</b>					
Check	08/08/2014	2994	Edward Li	Eviction Notice	1,000.00
Check	08/12/2014	2995	Com Ed	Utilities Assistance Acct# 8330782091	676.67
Check	08/12/2014	2996	Com Ed	Utilities Assistance Acct# 6829264017	1,012.48
Total 2024119 · Emergency Assistance					2,689.15
Total 2024HOM · Home Relief					2,689.15
Total 2024 · Welfare Services - Expenditures					3,840.49
<b>3034 · Road &amp; Bridge - Expenditures</b>					
<b>3034ADM · Administration</b>					
<b>3034701 · Legal</b>					
Check	08/15/2014	106331	Tressler LLP	Inv# 345207 Legal Fees	1,575.00
Total 3034701 · Legal					1,575.00
<b>3034710 · Community Affairs</b>					
Check	08/08/2014	106244	Newport Printing Services	Inv# 6589 Recycling Day Signs (4)	72.00

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## Hanover Township Board Audit Report August 6 - 19, 2014

Type	Date	Num	Name	Memo	Amount
Check	08/15/2014	106306	Ameri-Shred, Inc	Inv# 11779 On Site Document Destruction - Recycling Event	375.00
Check	08/15/2014	106308	Business Card - Bank of America	Recycling Event Supplies/Lunch	1,092.66
Check	08/15/2014	106317	Newport Printing Services	Inv# 6601 Recycling Day Sign	59.95
Total 3034710 · Community Affairs					1,599.61
<b>3034711 · Utilities</b>					
Check	08/12/2014	106266	Com Ed 8009 (R&B)	Acct# 7826008009 Monthly Charges	257.71
Total 3034711 · Utilities					257.71
<b>3034714 · Office Supplies</b>					
Check	08/15/2014	106326	Staples	Inv# 3237734095 Storage Box	83.29
Total 3034714 · Office Supplies					83.29
<b>3034792 · Dental, Vision &amp; Life Insurance</b>					
Check	08/08/2014	106224	Fidelity Secure Life	Plan ID 9911736 Monthly Premium	13.98
Total 3034792 · Dental, Vision & Life Insurance					13.98
Total 3034ADM · Administration					3,529.59
<b>3034ROD · Road Maintenance</b>					
<b>3034602 · Operating Supplies &amp; Materials</b>					
Check	08/08/2014	106225	Earth, Inc	Inv# 110721 Topsoil	225.00
Check	08/12/2014	106278	Safety Lane Inspections	Inv# 11876 Safety Inspection	33.48
Check	08/15/2014	106332	The Home Depot	Spray Paint/Level/Batteries/Utility Knife	151.37
Total 3034602 · Operating Supplies & Materials					409.85
<b>3034610 · Street Lighting</b>					
Check	08/15/2014	106311	Com Ed 152	Acct# 0045120152 Monthly Charges	291.37
Check	08/15/2014	106313	Com Ed 051	Acct# 5619024051 Monthly Charges	28.34
Total 3034610 · Street Lighting					319.71
Total 3034ROD · Road Maintenance					729.56
<b>303EQM · Equipment</b>					
<b>3034609 · Maintenance Vehicles &amp; Equip</b>					
Check	08/08/2014	106238	Martin Implement Sales, Inc	Inv# T07439 Riding Mower Fuel Filter Repair	298.67
Check	08/08/2014	106238	Martin Implement Sales, Inc	Inv# T07453 Riding Mower Control Assembly/Spring Installation	279.94
Check	08/08/2014	106245	O'Reilly Auto Parts	Motor Oil	47.88
Check	08/08/2014	106248	Quality Tire Ring Inc	Inv# 4193 Tires (2)	204.25
Check	08/15/2014	106321	Preventative Maintenance Systems, Inc	Inv# 12079 Rear Gate Repair	1,928.28
Check	08/15/2014	106321	Preventative Maintenance Systems, Inc	Tax Exempt	-42.55
Total 3034609 · Maintenance Vehicles & Equip					2,716.47
Total 303EQM · Equipment					2,716.47
Total 3034 · Road & Bridge - Expenditures					6,975.62
<b>5054 · Mental Health - Expenditures</b>					

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Accrual Basis

## Hanover Township Board Audit Report August 6 - 19, 2014

Type	Date	Num	Name	Memo	Amount
<b>5054ADM · Administration</b>					
<b>5054012 · Office Supplies</b>					
Check	08/15/2014	106326	Staples	Inv# 3237734094 Receipt Book	19.18
Total 5054012 · Office Supplies					19.18
Total 5054ADM · Administration					19.18
<b>5054COM · Community Resource Center</b>					
<b>5054210 · Utilities</b>					
Check	08/15/2014	106283	Village of Streamwood Water Billing Dept.	Acct# 105-0062-00-01 Water/Sewer	22.07
Total 5054210 · Utilities					22.07
<b>5054213 · Janitorial</b>					
Check	08/15/2014	106284	JaniKing	Inv# 08140505 Monthly Contract Billing	414.00
Total 5054213 · Janitorial					414.00
<b>5054250 · Building Maintenance</b>					
Check	08/15/2014	106282	Orkin Pest Control (MHB)	Inv# 93180192 Pest Control	53.00
Check	08/15/2014	106332	The Home Depot	Air Filters	95.75
Total 5054250 · Building Maintenance					148.75
<b>5054286 · Agency Support Services</b>					
Check	08/15/2014	106281	Hinckley Springs (MHB)	Acct# 16681552567400 Monthly Charges	61.16
Total 5054286 · Agency Support Services					61.16
Total 5054COM · Community Resource Center					645.98
<b>5054SVC · Service Contracts</b>					
<b>5054123 · Easter Seals</b>					
Check	08/15/2014	106286	Easter Seals DuPage & Fox Valley Regi...	Medical Rehabilitative Services	14,687.50
Total 5054123 · Easter Seals					14,687.50
<b>5054148 · FSA Youth</b>					
Check	08/15/2014	106287	Family Svc Assoc of Greater Elgin	Child and Adolescent Services	5,176.43
Total 5054148 · FSA Youth					5,176.43
<b>5054149 · FSA Adult</b>					
Check	08/15/2014	106287	Family Svc Assoc of Greater Elgin	Adult Mental Health Services	2,409.24
Total 5054149 · FSA Adult					2,409.24
<b>5054162 · Tide Transportation</b>					
Check	08/15/2014	106280	A#1 Cab Dispatch Inc	8/4/14 Transportation Invoices	421.25
Total 5054162 · Tide Transportation					421.25
<b>5054165 · Alexian Bros - Outpatient Psych</b>					
Check	08/15/2014	106285	Alexian Mental Health Center	Outpatient Psychiatric Services	2,990.00
Total 5054165 · Alexian Bros - Outpatient Psych					2,990.00

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Accrual Basis

# Hanover Township Board Audit Report August 6 - 19, 2014

Type	Date	Num	Name	Memo	Amount
<b>5054172 · Couttryside In-Home Respite</b>					
Check	08/15/2014	106290	Couttryside Association	In Home Respite	1,760.00
Total 5054172 · Couttryside In-Home Respite					1,760.00
<b>5054199 · GEFCC - Adult Psych</b>					
Check	08/15/2014	106291	Greater Elgin Family Care Center	Adult Psychiatric Services	320.00
Total 5054199 · GEFCC - Adult Psych					320.00
<b>5054200 · Kenneth Young Center - SASS</b>					
Check	08/15/2014	106289	Kenneth Young Center	Screening Assessment Supportive Services	3,481.92
Total 5054200 · Kenneth Young Center - SASS					3,481.92
<b>5054201 · Journeys Hope Center</b>					
Check	08/15/2014	106288	Journey from PADS to HOPE	Hope Counseling Center	82.50
Total 5054201 · Journeys Hope Center					82.50
Total 5054SVC · Service Contracts					31,328.84
Total 5054 · Mental Health - Expenditures					31,994.00
<b>7004 · Vehicle Replcmnt - Expenditures</b>					
<b>7004540 · Bus Purchase</b>					
Check	08/08/2014	106247	Pace	Bus Lease (2)	200.00
Total 7004540 · Bus Purchase					200.00
Total 7004 · Vehicle Replcmnt - Expenditures					200.00
<b>8084 · Capital Projects - Expenditures</b>					
<b>8084415 · Senior Center Energy &amp; Solar</b>					
Check	08/08/2014	106223	dbHMS	Inv# 7994 Senior Center Retro Commissioning Services	2,847.85
Total 8084415 · Senior Center Energy & Solar					2,847.85
<b>8084420 · Izaac Walton CDBG Project</b>					
Check	08/08/2014	106217	Allen Pepa Architects	Inv# 2118 IWC Porch Engineering/Design	10,983.88
Total 8084420 · Izaac Walton CDBG Project					10,983.88
<b>8084425 · Building &amp; Perm Improvements</b>					
Check	08/12/2014	106264	Brusseau Design Group, LLC	Inv# V14010-2 Lacy Park Playground Design	5,746.50
Check	08/12/2014	106272	Spire Corporation	Inv# 723E Senior Kitchen Electrical Mapping	2,125.00
Check	08/15/2014	106304	Playworld Systems	Inv# AUG07 2014 Lacy Reserve Playground Equipment	43,807.89
Check	08/15/2014	106332	The Home Depot	Senior Kitchen Project Mortar/Spacers	75.79
Total 8084425 · Building & Perm Improvements					51,755.18
Total 8084 · Capital Projects - Expenditures					65,586.91
<b>TOTAL</b>					<b>171,670.78</b>



- I. Call to Order/Roll Call  
Supervisor McGuire called the meeting to order at 7:00 p.m. Clerk Dolan Baumer called the roll; present were Trustees Benoit, Burke, and Caramelli, and Supervisor McGuire. Absent: Trustee Krick had a family medical emergency.  
  
Other Elected Officials present were Assessor Smogolski and Road Commissioner Ochoa.  
  
Others present included Administrator James Barr, Assistant Administrator Suzanne Powers, Attorney Mike Airdo, Management Analyst Amy Kaufholz, Welfare Services Director Mary Jo Imperato, and Case Manager Peggy Saul.
- II. The Supervisor invited everyone to stand and join him in the Pledge of Allegiance. He then asked for a moment of silence to honor the passing of former White House Press Secretary James S. Brady, a native of Centralia, Illinois, and for the family of Mrs. Carol Carter who served as Hanover Park District Commissioner in the early-1990's, on the sudden loss of her husband, William "Bill" Carter.
- III. Town Hall  
Supervisor McGuire asked if there was anyone in the audience who had comments to make or questions to ask of the Board. There was no response.
- IV. Presentation: Mr. McGuire invited Director Imperato to introduce the department's newest employee. The Board welcomed Peggy Saul as Case Manager, in Welfare Services.
- V. Reports
  - A. Supervisor: Mr. McGuire attended a ceremony at the Hoosier Grove School House for the Streamwood Historical Society with Trustee Burke that recognized four women for their work with the Society; Trustee Burke's mother-in-law was one of those honored. He announced the grand opening of the DeKalb Township offices on Tuesday, August 12 from 5 to 7 p.m. Mr. McGuire will present a proclamation in honor of this special day. The Supervisor was pleased to read a highly complimentary letter, recognizing the work our Emergency Services had done during Summer Celebration in traffic control, from Village of Streamwood President Billie Roth. In her letter, not only did she praise the services they offered, but enclosed a donation from the proceeds of that weekend for \$100 from the Summer Celebration Committee to our Hanover Township Food Pantry. What a nice surprise! Kudos to the ES department!
  - B. Clerk: Ms Dolan Baumer reported that she attended a Township Officials of Cook County Board meeting and that the date of October 29 was set for the TOCC Fall Conference.
  - C. Highway Commissioner: Commissioner Ochoa reported that the 5<sup>th</sup> annual Recycle Extravaganza this past weekend served about 1,900 households (or automobiles over the counter strip). He thanked the entire staff and volunteers, every department who participated, and recognized that Clerk Dolan Baumer was there to assist for a while during the event, as well.
  - D. Assessor: Assessor Smogolski offered no report.
  - E. Treasurer: A motion was made by Trustee Burke and seconded by Trustee Benoit to approve the Treasurer's Report subject to final audit, and followed by a roll call vote. Roll call: Ayes: Trustees Benoit, Burke, and Caramelli, and Supervisor McGuire. Nays: None. Motion carried and the Treasurer's report was adopted.
  - F. Trustee Liaison Committee Reports: Trustee Burke noted that this evening he visited the Izaak Walton Center to check out the activities going on during the National Night Out. He also noted that the Public Health & Safety Committee has held a meeting recently.

VI. Bill Paying

Administrator Barr offered bills for approval for July 2 through July 22, 2014 for the Alexian Brothers as follows:

Town Fund	\$87.00
Senior Center	<u>1,408.00</u>
Total All Funds	<u>\$1495.00</u>

A motion was made by Trustee Burke to approve the bills as presented for July 23, 2014 through August 5, 2014 for Alexian Brothers; Trustee Caramelli seconded the motion. Roll call: Ayes: Trustees Burke and Caramelli, and Supervisor McGuire. Nays: none. Abstain: Trustee Benoit. Motion carried.

Administrator Barr offered bills for approval for July 22, 2014 through August 5, 2014 as follows:

a. Town Fund	\$58,487.84
b. Senior Center	37,367.85
c. Welfare Services	16,511.88
d. Road and Bridge	11,973.44
e. Mental Health Board	28,264.97
g. Capital	3,937.79
Total All Funds:	<u>\$156,543.77</u>

A motion was made by Trustee Benoit to approve the bills as presented for July 22, 2014 through August 5, 2014 as presented; Trustee Caramelli seconded the motion. Roll call: Ayes: Trustees Benoit, Burke, and Caramelli, and Supervisor McGuire. Nays: none. Motion carried.

VII. Unfinished Business: No unfinished business was discussed.

VIII. New Business

A. Special Meeting Minutes of July 22, 2014: Clerk Dolan Baumer presented the special meeting minutes of July 22, 2014 for review and approval. A motion was made by Trustee Burke to approve the special meeting minutes of July 22, 2014, with a second by Trustee Benoit. Roll call: ayes: Trustees Benoit, Burke, and Caramelli, and Supervisor McGuire. Motion carried.

B. Workshop Minutes of July 22, 2014: Clerk Dolan Baumer presented the workshop minutes of July 22, 2014 for review and approval by the Board. A motion was made by Trustee Caramelli to approve the workshop minutes of July 22, 2014 as presented; Trustee Burke seconded the motion. Roll call: ayes: Trustees Benoit, Burke, and Caramelli, and Supervisor McGuire. Motion carried.

C. Resolution Approving of an Intergovernmental Agreement for the Use of the Astor Avenue Off-Street Parking Facility: Trustee Burke made a motion to approve resolution #080514 approving of an intergovernmental agreement for the use of the Astor Avenue off-street parking facility. Trustee Benoit seconded the motion. Administrator Barr outlined the parameters of the agreement, which includes the reduction of the lease price to \$1,000 per year. The Township is responsible for towing and plowing, and having this space would allow a place for the staff and auxiliary staff to park. Rules and regulations would need to be drawn up to regulate towing and monitoring of that area, etc. Mr. McGuire offered congratulations to Mr. Barr for securing this agreement. Roll call: ayes: Trustees Benoit, Burke, and Caramelli, and Supervisor McGuire. Motion carried.

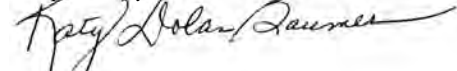
D. Resolution Approving of a Community Development Block Grant Agreement with the City of Elgin: Trustee Burke made a motion to approve the resolution #080514CDBG approving of a Community Development Block Grant (CDBG) agreement with the City of Elgin; Trustee Benoit seconded the motion. Mr. Barr noted that this grant (up to \$25,000) would help offset the approximate \$160,000 overall costs related to a new elevator, ramp and electrical service at the Izaak Walton Center. Roll call: ayes: Trustees Benoit, Burke, and Caramelli, and Supervisor



McGuire. Motion carried.

- IX. Executive Session: No motion to go into closed session was made.
- X. Other Business: Mr. McGuire asked if the Trustees would be present at the September 2<sup>nd</sup> Board meeting, as he would like to conduct the performance review of Administrator Barr. Those present said they would be present on the 2<sup>nd</sup>. During the last Board meeting, Mr. McGuire brought up the idea of naming Lacy Park after past Supervisor William Tiknis; after discussion with Trustee Benoit, the idea surfaced of naming the Township campus after Mr. Tiknis, after all the majority of his work, family and political career, both as Village Mayor and as Supervisor for the Township, was done in Bartlett. The Board concurred with this idea and the Administrator was directed to start the process of signage, ceremony, etc. and to put it on a future agenda for discussion. The Board wished Mrs. Powers good luck, as she leaves for maternity leave this week.
- XII. Adjournment: There being no further business to come before this Board, Supervisor McGuire asked for a motion to adjourn at 7:26 o'clock p.m. Motion to adjourn was made by Trustee Burke and it was seconded by Trustee Benoit. Roll call: ayes: Trustees Benoit, Burke, and Caramelli, and Supervisor McGuire. Motion carried.

Respectfully submitted,



Katy Dolan Baumer

Clerk

Copy: Supervisor Administrator Attorney Gail Borden Library  
(4) Trustees Senior Services Auditor Poplar Creek Public Library  
Assessor Welfare Services Village of Streamwood  
Bartlett Library Highway Commissioner Y&F Services Streamwood Park District

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION APPROVING OF THE  
LACY RESERVE PLAYGROUND RENOVATION**

**BE IT RESOLVED** by the Board of Trustees of Hanover Township, Cook County, Illinois, as follows:

**SECTION ONE:** That the following total bid for the Lacy Reserve Playground Renovation, as more fully described in the below mentioned Agreement and the bid proposal attached hereto as Exhibit A and incorporated herein (the “Bid Documents”) is hereby approved, and a contract is hereby awarded to the following contractor as the lowest responsible and responsive bidder meeting specifications:

E. Hoffman, Inc. (the “Bidder”) for the Lacy Reserve Playground Renovation for the sum of \$52,170.00.

**SECTION TWO:** The Supervisor and Clerk of Hanover Township are authorized to sign and attest, respectively, a Contract on behalf of the Township with the Bidder for the Lacy Reserve Playground Renovation, in the amount set forth above.

**SECTION THREE: SEVERABILITY.** If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

**SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION FIVE: EFFECTIVE DATE.** This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: August 19, 2014

APPROVED: August 19, 2014

\_\_\_\_\_  
Brian P. McGuire, Supervisor

ATTEST:

\_\_\_\_\_  
Katy Dolan Baumer, Clerk

#### CERTIFICATION

I, the undersigned, do hereby certify that I am the Clerk of Hanover Township, Cook County, Illinois, and that the foregoing is a true, complete and exact copy of Resolution \_\_\_\_\_, enacted on August 19, 2014, and approved on August 19, 2014, as the same appears from the official records of the Hanover Township.

\_\_\_\_\_  
Katy Dolan Baumer, Clerk

**Hanover Township**  
**Bartlett, Illinois**



**Lacy Reserve**  
**Playground Renovation**

**Project Manual**  
Bid Proposal and Specifications

July 23, 2014

Bids are due and will be opened and read aloud on August 14, 2014 at 11:00 AM at the Hanover Township Town Hall, 250 S. IL Route 59, Bartlett, IL 60103.



**Brusseau Design Group, LLC**

**Landscape Architecture**  
**Land Planning**  
**Recreational Planning & Design**  
2675 Pratum Avenue  
Hoffman Estates, IL 60192  
(224) 293-6470, (224) 293-6477 Fax  
E-Mail: [info@brusseaudesigngroup.com](mailto:info@brusseaudesigngroup.com)  
Web Site: [www.brusseaudesigngroup.com](http://www.brusseaudesigngroup.com)

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	Sexual Harassment and Substance Abuse Certification	
	Tax Compliance Affidavit	
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## **Section A – Bid Invitation**

# Bid Invitation

Hanover Township will receive sealed bids for Playground Renovations at Lacy Reserve.

Bids are due and will be opened and read aloud on August 14, 2014 at 11:00 AM at the Hanover Township Town Hall, 250 S. IL Route 59, Bartlett, IL 60103.

Bid Documents including Plans and Specifications, may be obtained by depositing \$25.00 per set with Hanover Township Town Hall, 250 S. IL Route 59, Bartlett, IL 60103, from the hours of 8:30 AM to 4:30 PM Monday through Friday. This deposit is non-refundable.

A Certified Check, Cashier's Check or Bid Bond payable to Hanover Township for not less than ten (10) percent of the total bid amount will be required for each bid.

The successful bidder will be required to furnish a satisfactory Performance Bond and Labor and Material Payment Bond for 110% of the total Contract Amount. The successful bidder will also be required to execute AIA Form A101 – 2007 as the contract between the parties.

No bids will be withdrawn without the written consent of Hanover Township. If a Bid is withdrawn, the Bidder will not be permitted to submit another Bid for the same project. Only bids in compliance with the provisions of the Bid Documents will be considered. Bids will be considered firm for a period of sixty (60) days. Hanover Township reserves the right to reject any or all bids or portions of bids/portions of work and to waive any technicalities in the bidding if it should be deemed in the public interest.

Bids shall not include federal excise tax or state tax. An exemption certificate will be furnished on request of the bidder.

## **Section B – Bid Instructions**



# Bid Instructions

## 1. Preparation of Bid Proposals

- A. The bidder shall submit his prices on the attached bid proposal forms. All blank spaces on the bid form must be filled in if applicable. Authorized signature must be the individual owner of a sole proprietorship, a general partner of a partnership, a duly authorized officer, attested to by the corporate secretary, of a corporation, or the manager of a limited liability company.. All signatures and spaces to be completed in ink or typewritten, when applicable. Prices/Costs shall be in United States dollars. Incorrect completion, execution or submission of bids shall be sufficient grounds for rejection of a bid.
- B. The bidder shall specify in figures, in the places provided, a price for each of the separate items called for in the proposal forms.
- C. The bidder shall return all bid documents, including plans and specifications with the bid, and **no sheets shall be detached from any part of the bid documents.** Bidders are requested to submit their bids directly to the Hanover Township Clerk, 250 S. IL Route 59, Bartlett, IL, 60103, by 11:00AM on August 14, 2014. All bids shall be properly sealed and labeled "**Lacy Reserve, Playground Renovation Bid**".
- D. Conditional Bids. Qualified bids are subject to rejection in whole or in part.
- E. Authority to Act as Agent. Upon request, the bidder will provide proof to the Owner that the signature on the bid form has the authority to bind the bidder to the unit prices quoted and to the terms and conditions of a contract.
- F. Errors in Bids. When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices or in preparation of a bid will not relieve the bidder. Erasures or changes in bids must be initialed.
- G. Withdrawal of Bid. Any Bidder may withdraw or modify his or her bid at any time prior to the scheduled closing time for receipt of bids. However, only letters or other written requests for modifications or corrections of a previously submitted bid which are addressed in the same manner as the bid, and are received by the Hanover Township Clerk prior to the scheduled closing time for receipt of bids, will be accepted. The bid, when opened, will then be corrected in accordance with such written request, provided that the written request is contained in a sealed envelope which is plainly marked "Modification of Bid on Lacy Reserve Playground Renovation Bid."

## 2. Examination by Bidder

The bidder shall, before submitting a bid, carefully examine the Contract Documents and visit and inspect the Project Site. If the bid is accepted, the

bidder will be responsible for all errors in its bid resulting from its failure or neglect to comply with these instructions. The Owner will not, in any case, be responsible for any change in anticipated profits or any unanticipated losses resulting from such failure or neglect.

**3. Bid Bond**

Each bid shall be accompanied by a Bid Bond, certified check, cashier's check, or bank draft in an amount equal to ten percent (10%) of the bid, made payable to Hanover Township to guarantee that if the bid is accepted, the bidder will furnish a Performance Bond and Labor and Material Payment Bonds, for not less than 110% of the Contract Sum, and shall execute the Contract Documents within ten (10) days of the award of the contract. In the event the bidder fails to furnish such Payment and Performance Bond and/or execute the Contract Documents within said ten days, the amount of the check or Bid Bond shall be forfeited to Hanover Township as liquidated damages.

**4. Bid Proposal Forms**

The bidder shall complete the following certifications, affidavits, and other forms attached to the Bid Proposal form:

- A. Tax Compliance Affidavit.
- B. Certification that Bidder is not barred from Public Contracting.
- C. Sexual Harassment and Substance Abuse Prevention Policy Certification.
- D. Project References.
- E. Sub-Contractor and Supplier List.

**Failure of a bidder to submit these documents with a bid may result in disqualification of the bidder.**

**5. Basis of Award**

A. Award, Rejection or Negotiation of Bids. The contract will be awarded to the lowest responsible and responsive Bidder complying with all the provisions of the Contract Documents, provided the bid price is reasonable and it is to the interest of the Owner to accept it. The Owner reserves the right to reject any or all bids received whenever such rejection is in the best interest of the Owner. The Owner also reserves the right to reject the bid of a Bidder who (a) has previously failed to perform properly or complete on time contracts of a similar nature, (b) when investigation shows that the Bidder is not in a position to perform the contract, (c) is delinquent on any state or federal taxes, and/or (d) is barred from bidding on this contract or any other contract pursuant to 720 ILCS 5/33E-3 and 720 ILCS 5/33E-4, (e) is not actively engaged in work of similar size, scope, and complexity as the Project Work and/or (f) fails to submit the required bid proposal forms.

B. The Owner reserves the right to reject any or all bids and to waive or not to waive any irregularities, informalities or variances therein, or to accept any bid

considered by the Owner to be in the best interest of the Owner. The Owner also reserves the right to accept all or part of a bid when the Owner determines that it is in the best interest of the Owner.

**6. Award of Contract**

- A. The Owner reserves the right to review all bids submitted for a period of sixty (60) days after the bid due date, and by submitting a bid, the Bidder agrees that the amount specified in his/her bid shall remain in full force and effect for such sixty (60) day period. No Bidder shall modify, withdraw, or cancel his/her bid, or any part thereof, for sixty (60) days after said bid due date, and no attempted modification, withdrawal, or cancellation shall be valid.
- B. An approved AIA A101-2007 contract, in substantially the same form as included within these Bid Documents, executed by Hanover Township is required before Hanover Township is bound. An award may be canceled any time by the Township prior to execution in order to protect the public interest and integrity of the bidding process or for any other reason if, in the judgment of the Township, the best interests of the Township will be promoted. In the event of such award cancellation, bidder/contractor's sole remedy shall be a refund of his/her/its bid bond.

**7. Collusive Bidding**

The Bidder represents and warrants that his, her, or its bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

**8. Completion Dates**

The Successful Bidder shall commence the Project Work on the Begin Construction date listed below, and shall complete the project work by the End of Construction date listed below. Time is of the essence of the Contract. Once started, work shall continue without extended interruption.

Beginning and Completion Dates for this Project:

Begin Construction: September 8, 2014

End Construction: October 6, 2014

**9. Non-Discrimination**

No Contractor who is the recipient of Township funds, or who proposes to perform any work or furnish any goods provided for herein shall discriminate against any worker, employee or applicant for employment because of religion, race, sex, color, sexual orientation, national origin, marital status, ancestry, age,

physical or mental disability unrelated to ability, or an unfavorable discharge from the military service, nor otherwise commit an unfair employment practice.

**10. Binding Obligation and Non-Assignability**

By submitting a bid, the Bidder agrees that if awarded the bid said Successful Bidder shall be contractually bound to perform the Project Work in compliance with the Contract Documents. Successful Bidder shall not assign the whole or any part of the bid award or any obligations created or under the Contract Documents without the written consent of the Owner. All sub-contractors shall be approved by the Owner's Representative and the Owner.

**11. Taxes**

Hanover Township is a Tax Exempt Organization and is not subject to sales, consumer, use, and other similar taxes required by law. This exemption does not, however, apply to tools, machinery, equipment or other property leased by the Successful bidder, or its subcontractors, or to suppliers and materials which, even though they are consumed are not incorporated into the completed Project. The Successful bidder and its subcontractors shall be responsible for and pay any and all applicable taxes, including sales and use taxes, on such leased tools, machinery, equipment or other property and upon such unincorporated supplies and materials, and the cost of any such tax shall be included in the Bid Amount submitted by the bidder.

**12. Investigations Prior to Bid Award**

The Owner may make such investigations as are deemed necessary to determine the ability of the bidder to perform the Project Work, and the bidder shall furnish all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder, fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated therein.

**13. Performance Bond and Labor and Material Payment Bond**

Prior to commencement of the Project Work, the successful bidder must submit to Hanover Township a Performance Bond, and Labor and Materials Payment Bond, in the amount of 110% of the Contract Sum, made payable to Hanover Township, in a form acceptable to Hanover Township, co-signed by a surety company authorized by the Illinois Department of Insurance to sell and issue sureties in the State of Illinois, and with at least an "A" rating the latest edition of the Best Insurance Guide. Said Bonds shall guarantee the faithful performance of the Project Work in accordance with the Contract Documents, and the payment of all debts incurred by the bidder in the execution of the Project Work, including, but not limited to, compliance with the Illinois Prevailing Wage Act as required in these Contract Documents. Said Bonds shall meet the requirements of the Illinois Public Construction Bond Act

(30 ILCS 550/0.01 *et seq.*). The cost of said Performance Bond and Labor and Material Payment Bond shall be included in the Contract Sum.

**14. Bid Amount**

The Bid Amount submitted by Bidder shall include all applicable prices, materials, labor, warranties, permits, licenses, insurance and bonds and/or letter of credit costs, and all other fees, expenses, costs, profits and overhead of Bidder to complete the Project Work in strict compliance with the Contract Documents.

**15. Compliance with Law**

All goods, equipment, materials, and all labor furnished by Contractor and subcontractors of every tier shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, statutes and codes relative thereto including, but not limited to, all safety related regulations as required by the Federal Occupational Safety and Health Act (OSHA), the Americans with Disabilities Act of 1990 as amended, Illinois Department of Labor (IDOL), United States Department of Labor (USDOL), the Human Rights Commission, the Illinois Department of Human Rights, EEOC, Environmental Laws, and all applicable laws, codes, ordinances, or other regulations of the Village of Streamwood, Illinois (collectively, the "Laws"). To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Hanover Township and Brusseau Design Group, LLC,, and their respective officials, officers, employees, volunteers, directors, agents, invitees from loss or damage, including but not limited to, attorney's fees, and other costs of defense by reason of actual or alleged violations of any of the Laws. In the event of any conflict and/or inconsistencies between any of the Laws, the most stringent Laws shall be controlling and applicable to the Project Work. This obligation shall survive the expiration and/or termination of this Agreement.

**16. Investigations by Bidder**

Bidder, by submitting a bid, represents that they have made such investigations as they deem necessary to perform the Project Work, including but not limited to, Project Site inspections, and represents and warrants that the Specifications, Plans, Drawings and other Contract Documents are adequate and the required result can be produced thereunder. No plea of ignorance of conditions that exist or of conditions or difficulties that may be encountered in the execution of the Project Work under the Contract Documents as a result of failure to make the necessary investigations will be accepted as an excuse for any failure or omission on the part of successful bidder to fulfill in every detail all of the requirements of the Contract Documents, or will be accepted as a basis for any claims whatsoever, for extra compensation.

**17. Addenda**

\_\_\_\_\_ Any interpretation, correction to, or addition to the plans, specifications, Project Manual, or other Contract Documents will be made by written addendum and will be delivered by mail, email, or fax to each bidder of record. The written addenda constitute the only interpretations of the Contract Documents. All addenda issued shall become part of the contract documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

## **18. Exhibits and Contract Documents**

All Exhibits and Contract Documents referred to herein are expressly incorporated herein and made a part hereof.

The Contract Documents consist of the (1) Notice to Bidders (2) Bid Invitation (3) these Bid Instructions (3) the Special Conditions (4)The Hanover Township Lacy Reserve Playground Renovation Project Manual prepared by Brusseau Design Group, LLC, including, but not limited to, all Plans, Specifications, and Drawings referenced therein, (5) the Bid Proposal, including the required affidavits and certifications, (6) All Addenda, if any, (7) Performance Bond and Labor and Material Payment Bond from the successful bidder, (8) the AIA A-201 General Conditions, as modified by Owner,;(9) The Standard Form of Agreement Between Owner and Contractor, AIA Document A101-2007 Edition, as modified by the Owner, and (10) The Supplementary Conditions. In the event of any conflict between the terms and conditions of any of the Contract Documents, the most stringent and demanding requirements shall apply.

## **19. Scope of Work**

The scope of work includes demolition and removals, grading and excavation, drainage, concrete curbing, concrete flatwork, play apparatus installation, play surfacing installation, and site furnishing installation.

## **Section C – Special Conditions**

# Special Conditions

## **Specification or Information Conflicts**

Should any Specifications, Information, Directives, Notes, Tags or Provisions contained in the Construction Documents conflict with any other Specifications, Information, Directives, Notes, Tags or Provisions contained in the Construction Documents, then the more stringent Specification, Information, Directive, Note, Tags or Provision shall apply.

## **Limit of Construction**

Construction traffic and material staging shall be permitted only within the Limit of Construction area as shown on the Construction Plans. The Contractor shall repair, at no additional cost to the Owner, any areas disturbed outside of this limit. Turf repairs will be made with sod.

## **Excess Materials and Debris**

All excess materials and debris etc., generated by this work, shall be considered an incidental item to the Bid, and hauled from the site. Large amounts of debris will not be permitted to accumulate on the site and must be hauled from the site on a weekly basis.

## **Construction Access**

Construction access shall be permitted only through the access point as shown on the plan. No other access will be permitted. The Contractor shall be responsible for protection of existing curbs and pavements and for replacement of any damage, at no additional expense to the Owner.

## **Existing Utility Structures and Utility Lines**

The Contractor will be responsible for locating all existing utility structures and utility lines prior to any excavation or demolition. These include but are not limited to water, sanitary, drainage, telephone, fiber optics, cable television, natural gas, and electrical structures and lines. Contact J.U.L.I.E., or the Village of Streamwood.

## **Dust and Noise Control**

The Contractor will be responsible for control of dust throughout the duration of the project. The Contractor will also be required to conform to any applicable Village of Streamwood noise ordinances.

## **Street Cleaning**

The Contractor will be responsible for cleaning surrounding streets of any mud or debris at the end of each workday. Street sweeping equipment may be used to fulfill this requirement.

## **Traffic Control**



The Contractor will be responsible for controlling traffic when construction vehicles are entering or exiting the site. The Contractor will be responsible for the erection and maintenance of barricades, signage and miscellaneous traffic control measures to insure that vehicular traffic flows smoothly and safely on the streets surrounding the site.

### **Limitation on the Township's Liability**

The Contractor agrees to waive any right which it may have to punitive, consequential, special, indirect, incidental, and/or exemplary damages against the Township, the Architect, and other Indemnified Parties and agrees not to make any claim or demand for such damages against the Township, the Architect, and/or other Indemnified Parties.

### **Prevailing Wage**

All laborers and mechanics employed by Contractor and by any subcontractor(s) on Project Work, Repair Work, Restoration Work and Warranty Work shall be paid wages (hourly cash wages plus fringe benefits) at rates not less than those required under the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq. ) (the "Act") (hereinafter "Prevailing Wages"). Contractor and all subcontractor(s) shall comply with all regulations issued pursuant to the Acts and other applicable federal, state, and local laws and regulations pertaining to labor standards with the most stringent laws and regulations controlling. A copy of the prevailing wages for Cook County for the month of July, 2014, is attached hereto.

The Contractor shall notify immediately in writing all of its subcontractors, of all changes in the schedule of Prevailing Wages. Contractor shall include in each of its subcontracts a written stipulation that not less than the Prevailing Wages shall be paid to all laborers, workers, and mechanics performing work under the Contract and shall require each of its sub-subcontractors of every tier to include said stipulation regarding payment of Prevailing Wages. Any increase in costs to the Contractor due to changes in the Prevailing Wages or labor law during the term of any contract and/or sub-contract of any tier shall be at the expense of the Contractor and not at the expense of the Township. Any change orders shall be computed using the Prevailing Wages applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by applicable federal and state law (with the most stringent requirements controlling), and shall be solely liable for paying the difference between Prevailing Wages and any wages actually received by laborers, workmen and/or mechanics engaged in the work and for ensuring strict compliance with the requirements of the above mentioned Acts, including but not limited to providing certified payrolls to the Township in accordance with said applicable law (i.e., the most stringent requirements).

### **Sexual Harassment**

The Contractor and all of its subcontractors shall comply with the Sexual Harassment provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.).

### **Equal Opportunity**

In all work performed under this Contract, the Contractor and all of its subcontractors shall certify that they are an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 of the United States Code, Annotated and Federal Executive Orders #11246 and #11375.

### **Licenses and Permits**

The Contractor will be responsible for obtaining a Contractors License and all applicable Permits from the Village of Streamwood, and any other regulatory agencies or governmental bodies, prior to beginning any work on this project.

### **Protection of Existing Trees**

The Contractor shall be responsible for protection of all existing trees to remain on the project site. The Contractor may, at his own cost, fence any trees that may be in danger of damage or be near active construction. Any damage to an existing tree will result in a back-charge to the Contract of \$100 per caliper inch of the damaged tree. The caliper of the damaged tree will be measured 1.0' above existing grade.

### **Concrete Testing**

The Contractor will be required to provide samples of all concrete used for this project. One test cylinder will be required from each truckload of concrete delivered to the site. Each test cylinder must be clearly marked with the date of the pour, load ticket number and the name of the concrete supplier. The Owner, at their own cost, will test these cylinders to determine if concrete meets project specifications. The Contractor will be responsible for disposing of all untested cylinders.

### **Protection of Existing Features**

The Contractor will be responsible for protecting all existing features in the work area including walks, pavements, curbs, site furnishings, and utilities, etc. Damage to any existing features will be repaired or replaced by the Contractor at no additional expense to the Owner. Turf repairs will be made with sod.

### **Grading and Compaction**

All grading performed for this project shall conform to the specifications. Mechanical compacting devices as outlined in the specifications must be utilized to perform the compacting that is necessary for this project. The Owner, at their own expense, will enlist the services of a Geotechnical Engineer to test and verify the levels of compaction achieved by the Contractor, to insure that the level of compaction is in conformance with the specifications

### **Employer Liability**

The Contractor (and each subcontractor and sub-subcontractor into whose subcontracts this clause shall be incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including but without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon Worker's Compensation Act, court interpretation of said Act or otherwise; agrees to indemnify and defend Owner, Architect, Landscape Architect and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorney's fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois Law prohibits indemnity for the Indemnitees' own negligence.

### **Application for Payment**

The following forms will be used for Applications for Payment submitted by the Contractor: AIA G702, Application and Certificate for Payment (1992), AIA G703, Continuation Sheet for G702 (1992), F. R. Walker, Sworn Statement for Contractor and Subcontractor to Owner (#589) or approved equal.

Each form must be completed, signed and notarized as required and submitted in triplicate to the Architect seven (7) days prior to the first day of the month. Payment will then be made by the third Friday of the following month.

Contractor shall provide current partial Waivers of Lien from the Contractor and from all subcontractors of every tier and all of the material suppliers that supplied labor and/or material in connection with the Project covering such period.

Neither Owner nor Architect guarantees the accuracy of the estimated units for completion of the Project Work. In no event shall Contractor be entitled to any additional compensation for lost profits and/or revenues due to estimated units exceeding actual units.

It shall also be a condition precedent to any payment hereunder that Contractor must complete and submit certified payrolls to Owner covering all payouts in strict compliance with the Prevailing Wage Act (820 ILCS 130/01, et seq.) (the "Certified Payrolls"). Owner will not process or release any payments prior to receiving the Certified Payrolls relative to each applicable pay application.

### **Bid Document Review**

Bidders are encouraged to review the Bid Documents immediately upon receipt. The Owner and Architect will be available to make interpretations regarding the Bid Documents and answer any questions that may arise during the Bid process. No inquiries will be accepted by the Owner or the Architect within three (3) working days of the Bid Opening.

### **Underground Utilities**

The Contractor will be responsible for notifying the Owner or the Owner's Representative

for inspection of all proposed underground utilities prior to any trench backfilling. Should any underground utilities not be inspected by the Owner or the Owner's Representative prior to backfilling, the Contractor will be required to expose any such underground utilities at no additional expense to the Owner.

### **Construction Layout and Staking**

The Contractor will be responsible for the coordination and costs of all site layout and construction staking necessary to complete the project as shown on the plans.**Relationship of the Parties.**

It is understood, acknowledged and agreed by the parties that the relationship of the Contractor to Hanover Township arising out of this Project shall be that of an independent contractor. Neither Contractor, nor any employee or agent of Contractor, is an employee, partner, joint venturer, and/or agent of Hanover Township, and therefore is not entitled to any benefits provided to employees of Hanover Township. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of Hanover Township for any purpose. Neither Contractor nor any person engaging in any work or services related to this Project at the request or with the actual or implied consent of the Contractor may represent himself to others as an employee of Hanover Township. Should any person indicate to the Contractor or any employee or agent of Contractor by written or oral communication, course of dealing or otherwise, that such person believes Contractor to be an employee or agent of Hanover Township, Contractor shall use its best efforts to correct such belief. In ordering or accepting delivery of or paying for any goods or services, Contractor shall do so in Contractor's own business.

### **No Waiver of Immunities and/or Privileges.**

Nothing contained in any of the Contract Document shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Township and/or any of its respective officials, officers, employees, volunteers and/or agents as to any liability whatsoever, and all such immunities and privileges are expressly reserved.

**Section D – General Conditions**  
**AIA A-101 2007**

# DRAFT AIA Document A201™ - 2007

## General Conditions of the Contract for Construction

**for the following PROJECT:**

*(Name and location or address)*

Blank Company

**THE OWNER:**

*(Name and address)*

**THE ARCHITECT:**

*(Name and address)*

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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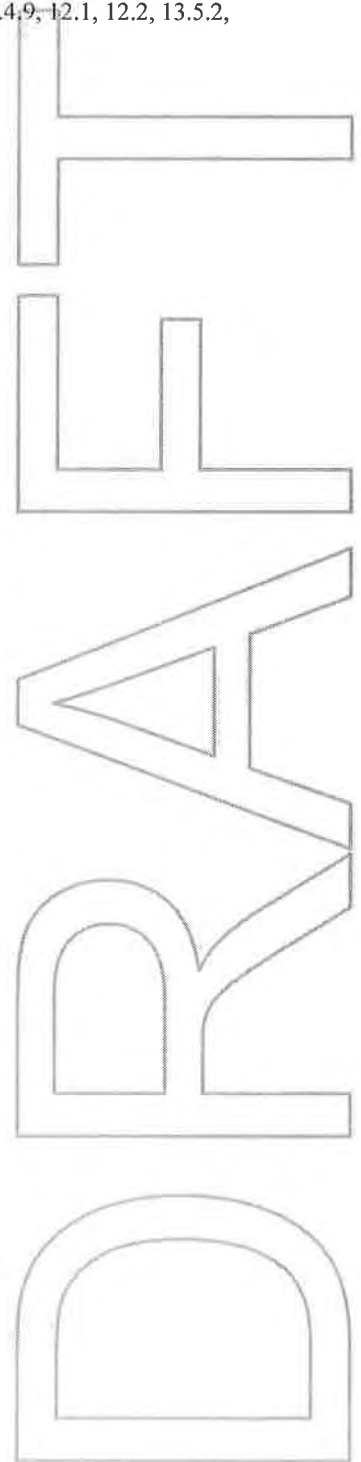
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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### **§ 1.1.2 THE CONTRACT**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 THE PROJECT**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### **§ 1.1.5 THE DRAWINGS**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### **§ 1.1.6 THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 INITIAL DECISION MAKER**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## ARTICLE 2 OWNER

### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

### § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or



the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.2** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.2.3** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.2.4** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.2.5** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### **§ 2.3 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### **§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## **ARTICLE 3 CONTRACTOR**

### **§ 3.1 GENERAL**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### **§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 LABOR AND MATERIALS**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **§ 3.5 WARRANTY**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### **§ 3.6 TAXES**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### **§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

**§ 3.7.4 Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### **§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 3.13 USE OF SITE**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### **§ 3.14 CUTTING AND PATCHING**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **§ 3.15 CLEANING UP**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 ACCESS TO WORK**

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### **§ 3.18 INDEMNIFICATION**

**§ 3.18.1** To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

### **ARTICLE 4 ARCHITECT**

#### **§ 4.1 GENERAL**

**§ 4.1.1** The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 4.1.2** Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

**§ 4.1.3** If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

#### **§ 4.2 ADMINISTRATION OF THE CONTRACT**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate For Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.



#### § 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.



**§ 4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 DEFINITIONS**

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### **§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

**§ 5.2.1** Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

### **§ 5.3 SUBCONTRACTUAL RELATIONS**

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

#### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- 1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- 2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

### ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

#### § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

#### § 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### **§ 6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 GENERAL**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

### **§ 7.2 CHANGE ORDERS**

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### **§ 7.3 CONSTRUCTION CHANGE DIRECTIVES**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

4 As provided in Section 7.3.7.

**§ 7.3.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**§ 7.3.5** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.6** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.7** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

1. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
2. Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
4. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
5. Additional costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### **§ 7.4 MINOR CHANGES IN THE WORK**

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

**ARTICLE 8 TIME**

**§ 8.1 DEFINITIONS**

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

**§ 8.2 PROGRESS AND COMPLETION**

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

**§ 8.3 DELAYS AND EXTENSIONS OF TIME**

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

**ARTICLE 9 PAYMENTS AND COMPLETION**

**§ 9.1 CONTRACT SUM**

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 9.2 SCHEDULE OF VALUES**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment.

**§ 9.3 APPLICATIONS FOR PAYMENT**

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor’s right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

#### **§ 9.4 CERTIFICATES FOR PAYMENT**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

#### § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

#### § 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect,



stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

#### **§ 9.8 SUBSTANTIAL COMPLETION**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### **§ 9.9 PARTIAL OCCUPANCY OR USE**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### **§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

**§ 9.10.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the



Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### **§ 10.2 SAFETY OF PERSONS AND PROPERTY**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

#### **§ 10.4 EMERGENCIES**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 CONTRACTOR'S LIABILITY INSURANCE**

**§ 11.1.1** The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

**§ 11.1.2** The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

**§ 11.1.3** Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

**§ 11.1.4** The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### **§ 11.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### **§ 11.3 PROPERTY INSURANCE**

**§ 11.3.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

**§ 11.3.1.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

**§ 11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

**§ 11.3.1.3** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

**§ 11.3.1.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ 11.3.1.5** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### **§ 11.3.2 BOILER AND MACHINERY INSURANCE**

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

#### **§ 11.3.3 LOSS OF USE INSURANCE**

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

**§ 11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**§ 11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**§ 11.3.6** Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

#### **§ 11.3.7 WAIVERS OF SUBROGATION**

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

**§ 11.3.8** A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**§ 11.3.9** If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

**§ 11.3.10** The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### **§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

**§ 11.4.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

**§ 11.4.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 UNCOVERING OF WORK**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

#### **§ 12.2 CORRECTION OF WORK**

##### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

##### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

**§ 12.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### **§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

### **ARTICLE 13 MISCELLANEOUS PROVISIONS**

#### **§ 13.1 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

#### **§ 13.2 SUCCESSORS AND ASSIGNS**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

#### **§ 13.3 WRITTEN NOTICE**

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

#### **§ 13.4 RIGHTS AND REMEDIES**

**§ 13.4.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

**§ 13.4.2** No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.



## § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

## § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;



- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

#### § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

#### § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### **§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§ 15.1 CLAIMS**

##### **§ 15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

##### **§ 15.1.2 NOTICE OF CLAIMS**

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

##### **§ 15.1.3 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

##### **§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

##### **§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

**§ 15.1.5.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.5.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

#### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### § 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing, (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### **§ 15.3 MEDIATION**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 15.3.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### **§ 15.4 ARBITRATION**

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

### **§ 15.4.4 CONSOLIDATION OR JOINDER**

**§ 15.4.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.



# DRAFT AIA Document A101™ - 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the [ ] day of [ ] in the year [ ]  
(In words, indicate day, month and year)

BETWEEN the Owner:  
(Name, address and other information)

[Redacted area for Owner information]

and the Contractor:  
(Name, address and other information)

[Redacted area for Contractor information]

for the following Project:  
(Name, location and detailed description)

Blank Company  
[Redacted area for Project description]

The Architect:  
(Name, address and other information)

[Redacted area for Architect information]

The Owner and Contractor agree as follows.

[Redacted area for Additions and Deletions Report]

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

[Redacted area for Additions and Deletions Report]

[Redacted area for Additions and Deletions Report]

**ELECTRONIC COPYING** of any portion of this AIA Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*



If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:



§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be [ ] (\$ [ ] ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

**§ 4.3** Unit prices, if any:  
*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit

**§ 4.4** Allowances included in the Contract Sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the [ ] day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the [ ] day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than [ ] ( [ ] ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported



by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of  $\square$  (  $\square$  ). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of  $\square$  (  $\square$  );
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

**§ 5.1.7** The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

**§ 5.1.8** Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 FINAL PAYMENT**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.  
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*



**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

per annum

**§ 8.3** The Owner's representative:

*(Name, address and other information)*



**§ 8.4** The Contractor's representative:

*(Name, address and other information)*



§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Title of Specifications exhibit:

§ 9.1.5 The Drawings:  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Title of Drawings exhibit:

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:



- 2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*



**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond	Limit of liability or bond amount (\$ 0.00)

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)  
\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONTRACTOR (Signature)  
\_\_\_\_\_  
(Printed name and title)



## **Section E – Supplementary Conditions**

# Supplementary Conditions

The "General Conditions of the Contract, AIA Document A201, 1997 Edition" (the "General Conditions") are hereby amended to include the following:

1. Any information or provisions contained in these Supplementary Conditions, which change, delete or conflict with the General Conditions shall take precedence over and modify any conflicting provisions of said General Conditions.

2. Insurance

The following insurance limits and conditions will be required for this Contract:

A. Worker's Compensation

- |                          |                                                                                               |
|--------------------------|-----------------------------------------------------------------------------------------------|
| 1. State of Illinois:    | Statutory                                                                                     |
| 2. Applicable Federal:   | Statutory                                                                                     |
| 3. Employer's Liability: | \$100,000 Per Accident<br>\$500,000 Disease, Policy Limit<br>\$100,000 Disease, Each Employee |

B. Comprehensive or Commercial General Liability

- |                                                                                          |                                                              |
|------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 1. Bodily Injury:                                                                        | \$1,000,000 Each Occurrence<br>\$2,000,000 General Aggregate |
| 2. Products and Completed Operations (to be maintained for one year after final payment) | \$2,000,000 Aggregate                                        |
| 3. Property Damage Liability Insurance shall provide X, C, and U Coverage.               |                                                              |
| 4. Medical Expense:                                                                      | \$5,000 Any One Person                                       |
| 5. Fire Damage:                                                                          | \$50,000 Any One Fire                                        |

C. Business Automobile Liability (Including Owned, Non-Owned and Hired Vehicles)

- |                     |                             |
|---------------------|-----------------------------|
| 1. Bodily Injury:   | \$1,000,000 Each Occurrence |
| 2. Property Damage: | \$500,000 Each Occurrence   |

3. Bodily Injury and Property Damage:

\$1,000,000 Combined Single Limit

D. Excess Umbrella Liability Insurance Coverage

Contractor shall maintain Excess/Umbrella Liability Insurance coverage of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate.

Hanover Township shall not, in any manner, be deemed or intended to have waived any right of subrogation which either they, and/or any of them, and/or their respective insurance carrier and/or risk pool provider, risk management agency, and/or insurance company providing excess coverage on behalf of the any of them may have against the Contractor, for any property injury, death, or other damage caused by Contractor, and/or any of its subcontractors of any tier, and/or otherwise arising out of the Project Work.

The Brusseau Design Group, LLC and its employees, Consultants of the Brusseau Design Group, LLC and their employees as well as Hanover Township, and its employees, officers, officials, directors, volunteers, agents, and invitees shall be named as additional insureds under the Contractor's Comprehensive or Commercial General Liability Coverage and the Business Automobile Liability Coverage.

These insurance coverages shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Additional Insured, or any of them, and shall not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to any of the Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insured, or any of them.

Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of not less than the types and amounts specified above. When requested by Hanover Township, Contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

3. Article 3.18 is deleted in its entirety and the following substituted therefore:

"To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Hanover Township, Brusseau Design Group, and their respective officials, officers, employees, agents, and invitees, (collectively, the "Indemnified Parties"), against all injuries, deaths, damage to property, loss, damages, claims, suits, liens, lien rights, liabilities, judgments, costs and expenses which may in any way be related to, or arise directly or indirectly from the Project Work, Repair Work and/or Warranty Work provided hereunder, and/or any acts and/or omissions of or on behalf of the Contractor, its employees, contractors, subcontractors of any tier, suppliers, and/or agents

and/or any person and/or entity acting on behalf of any of them ("Contractor's Agents"); except to the extent caused by the negligence of a party indemnified hereunder. Contractor shall at its own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties or any of them, in any such action, Contractor agrees that any bond or insurance protection required herein, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties as herein provided. Contractor shall similarly protect, indemnify and hold and save harmless the Indemnified Parties against and from any and all claims, costs, causes, actions and expenses including but not limited to attorney's fees, incurred by reason of Contractor's breach of any of its obligations under, or Contractor's default of, any provision of the Agreement. This obligation shall survive the expiration and/or termination of the Agreement."

4. Article 7.2 is amended by adding the following thereto:

"Notwithstanding any provisions herein to the contrary, where proposed changes to the Project Work involve a modification to (i) the Contract Sum; (ii) the Contract Time, or (iii) material changes in the Work (Le., other than minor field changes), a written Change Order shall be prepared by the Owner's Representative. It shall be a condition precedent to the acceptance of any Change Order or any Series of Change Orders which involves an increase or decrease in the Contract Sum of \$10,000 or more or changes the time of completion by a total of thirty (30) days or more, that Hanover Township shall have first approved such written Change Order(s) and made the requisite determinations and findings in writing as required by 720 ILCS 5/33 E-9 (as amended).

All change orders will be calculated based solely on Contractor's Unit Pricing set forth in Contractor's Bid Proposal and Payment Schedule and actual revised quantities, regardless of whether the change order is for an increase or decrease in Project Work. No additional compensation will be allowed for change orders for additional work other than based on Contractor's Unit Pricing times the increased actual units constructed calculated by the Owner's Representative, in that said Unit Pricing already reflects Contractor's overhead and profits.

5. Article 11.3 is deleted in its entirety.
6. Article 13.7 is deleted in its entirety



# Hanover Township

Lacy Reserve, Playground Renovations

## CONTRACTOR'S CERTIFICATION

As required under Article 33E of The Criminal Code of 1961 (Ill. Rev. Stat. Ch 38, Paras. 33E-1 through 33E-11)

E-Hoffman, Inc. a Corporation  
Name of Contractor Corporation, Partnership, etc.

as part of its bid on the above sole referenced Contract, hereby certifies that the Contractor is not barred from bidding on the above referenced Contract as a result of a violation of either Section 33E-3 (Bid-Rigging) or 33E-4 (Bid-Stating) of Article 33E of the Illinois Criminal Code of 1961, as amended.

Dated: 8-14-14

Contractor:

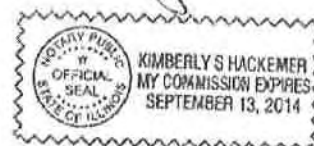
By: [Signature] Ed Hoffman

As its: President

STATE OF ILLINOIS     )  
                                          ) SS.  
COUNTY OF COOK     )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Ed Hoffman appeared before me this day in person, and being first duly sworn an oath, acknowledged that he/she executed the foregoing certification as his/her free act and deed.

Dated: 8-14-14 Notary Public [Signature]



**CERTIFICATION THAT BIDDER HAS ADOPTED  
AND MAINTAINS A WRITTEN SEXUAL HARASSMENT POLICY  
AND SUBSTANCE ABUSE PREVENTION PROGRAM**

The undersigned hereby certifies that E. Hoffman, Inc. (Name of Company) ("Bidder") has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including at least the following:

- a statement on the illegality of sexual harassment;
- the definition of sexual harassment under Illinois law;
- a description of sexual harassment, utilizing examples;
- an internal complaint process, including penalties;
- the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
- directions on how to contact the Department and the Commission; and,
- protection against retaliation as provided by Section 6-101 of the Act.

The undersigned further certifies that such policy shall remain in full force and effect throughout the term of the Contract. The undersigned further certifies that it has or will have in place prior to commencement of the Project Work, a written substance abuse prevention program which meets or exceeds the requirements set forth in the Substance Abuse Prevention on Public Works Projects Acts (PA 95-0635) (the "Act") to the extent required under said Act.

E. Hoffman, Inc  
(Print Name of Bidder/Company)

[Signature]  
(Signature of Authorized Officer)

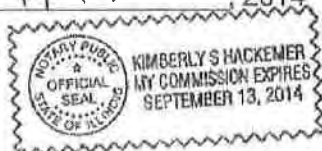
Ed Hoffman  
(Printed Name of Signatory)

President  
(Title of Signatory)

STATE OF ILLINOIS            )  
                                          ) SS.  
COUNTY OF Will            )

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Ed Hoffman appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of E. Hoffman, Inc (Company), and that he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of E. Hoffman, Inc. (Company).

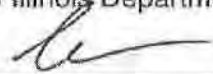
Dated: 8-14-14 2014



[Signature]  
Notary Public

**TAX COMPLIANCE AFFIDAVIT**

The undersigned, being the duly appointed official of E-Hoffman Inc.  
(Name of Company) ("Bidder") duly sworn and under oath hereby certifies that Bidder is  
not delinquent in payment of any taxes to the Illinois Department of Revenue, and/or the  
Internal Revenue Service.



\_\_\_\_\_  
Signature

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF Will     )

I, the undersigned, a notary public in and for the State and County aforesaid,  
hereby certify that Ed Hoffman appeared before me this day in person  
and, being first duly sworn on oath, acknowledged that he/she is authorized to act on  
behalf of E-Hoffman Inc. (Company), and that he/she executed the foregoing  
certificate as his/her free act and deed and as the act and deed of  
E-Hoffman, Inc. (Company).

Dated: 8-14-14, 2014

  
\_\_\_\_\_  
Notary Public



**Section F – Project References &  
Sub-Contractor and Supplier List**

# Project References

(Failure to complete will result in disqualification of Bid.)

Please submit at least five (5) references for similar projects completed within the past two (2) years.

1. Project Name: Benson Park  
Contact Person/Title/Phone: Mary Fran Leno  
Itasca Park District 630-773-2257  
Project Cost: \$174,758.00 Date of Completion: 5/11
2. Project Name: Ruby Park  
Contact Person/Title/Phone: Joseph Medrich  
Franklin Pk. Pk. Dist. 847-671-9612  
Project Cost: \$128,000.00 Date of Completion: 8/11
3. Project Name: Centennial Park/Kear Park  
Contact Person/Title/Phone: Jon Carlson  
Bartlett Pk. Dist. 630-540-4805  
Project Cost: \$180,969.00 Date of Completion: 11/11
4. Project Name: Country Farm Parking Lot  
Contact Person/Title/Phone: Mark Pawlowski  
Winfield Pk. Dist. 630-653-3811  
Project Cost: \$92,960.00 Date of Completion: 6/12
5. Project Name: Class Rec Center  
Contact Person/Title/Phone: Ros Ward  
Roselle Pk. Dist. 630-894-4200  
Project Cost: \_\_\_\_\_ Date of Completion: \_\_\_\_\_

Company Name: E. Hoffman, Inc

Bidder's Signature:  President  
Title


# Sub-Contractor and Supplier List

(Failure to complete will result disqualification of bid)

The sub-contractors and suppliers listed below will be involved in this contract work in the assignments listed. We understand that any deviation from this list must be requested in writing and approved by the Owner one (1) week prior to the start of the work that is involved.

**Sub-Contractor**  
(Including Address & Phone Number)

**Work Performed**

**Material Supplier**

**Material Supplied**

FIIBAN	EWK
PRARIK MATL	CONCRETE
VULCAN MATL'S	AGGREGATE

Company Name: E. Hoffman, Inc

Bidders Signature: 

President  
Title

## **Section G – Bid Proposal Form**

# Bid Proposal Form

Lacy Reserve, Playground Renovations  
Hanover Township

#	<u>Item/Description</u>	<u>Sub-Total</u>
<b>A. Demolition &amp; Removals</b>		
Complete the following as shown and noted on the plans:		
1.	Remove existing engineered wood fiber playground surfacing, and haul from the site.	\$ <u>6,260.00</u>
2.	Remove existing asphalt walk, including aggregate base, and haul from the site.	\$ <u>500.00</u>
3.	Remove existing benches including concrete footings and haul from the site.	\$ <u>1,200.00</u>

## B. Grading and Excavation

Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.

1.	Strip and stockpile all existing topsoil encountered within grading limits. Perform all cuts and fills as shown on plan to establish subgrades for walks and play areas. Compact subgrades in all areas in accordance with the specifications. Respread existing topsoil to a minimum depth of 6" over all disturbed areas within the grading limits. Furnish and install additional fill & topsoil to fulfill the requirements of the Construction Plans. Haul all excess & unsuitable materials from the site.	\$ <u>3,600.00</u>
----	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------

## C. Drainage

Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.

1.	6" Perforated PVC under drainage pipe including soil separator sock and gravel backfill.	\$ <u>2,860.00</u>
2.	6" PVC under drainage pipe.	\$ <u>1,050.00</u>
3.	NDS Flow Well system.	\$ <u>1,000.00</u>



**D. Concrete**

Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.

- 1. 6"x12" Concrete curb, including aggregate base. \$ 5,720.00
- 2. 6"x12" Concrete curb face, including aggregate base. \$ 480.00
- 3. 4" Reinforced concrete walks, including aggregate base. \$ 2,170.00
- 4. Concrete access walks, including aggregate base. \$ 250.00

**E. Playground Equipment**

Assemble and install the following as shown, noted and detailed on plan, and in accordance with the specifications.

- 1. Playground equipment. \$ 13,100.00

**F. Site Furnishings**

Furnish, assemble and install the following as shown, noted and detailed on plan, and in accordance with the specifications.

- 1. Picnic Table. \$ 1,400.00
- 2. Benches. \$ 4,800.00
- 3. Litter Receptacle. \$ 900.00

**G. Play Surfacing**

Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.

- 1. Fibar engineered wood fiber play surfacing including soil separator fabric. \$ 6,400.00

**H. Erosion Control**

Furnish and install the following as shown, noted and detailed on plan, and in accordance with the specifications.

- 1. Erosion control fencing. \$ 480.00

**Base Bid Total Amount**

\$ 52,170.00

Bid Security (Please Indicate Type)

Bond

Base Bid Total Amount Written: Fifty Two Thousand One

Hundred Seventy 2<sup>00</sup>/100-

# Unit Prices

The following unit prices will be used to establish costs for Changes to the Contract. Provide the following unit prices based on the Plans, Details and Specifications.

#	<u>Item/Description</u>	<u>Unit Price</u>
<b>A. General Conditions</b>		
1.	Furnish, install and maintain 6' high temporary chain-link construction fencing, per Linear Foot.	\$ <u>4.50</u>
2.	Furnish, install and maintain 3' high plastic fencing, per Linear Foot.	\$ <u>3.00</u>
<b>B. Removals</b>		
1.	Aggregate material, per Cubic Yard.	\$ <u>45.00</u>
2.	Clean clay material, per Cubic Yard.	\$ <u>50.00</u>
3.	Clean topsoil material, per Cubic Yard.	\$ <u>40.00</u>
4.	Unsuitable or mixed soil, per Cubic Yard.	\$ <u>45.00</u>
<b>C. Grading and Excavation</b>		
1.	Import clean clay material from off-site source, deposit, spread and compact on site, per Cubic Yard.	\$ <u>50.00</u>
2.	Import clean topsoil material from off-site source, deposit and spread on site, per Cubic Yard.	\$ <u>50.00</u>
<b>D. Drainage</b>		
1.	6" Rigid PVC drainage pipe, including 2' deep trenching, bedding and earth backfill, per Linear Foot.	\$ <u>22.00</u>
2.	6" Perforated PVC drainage pipe, including 2' deep trenching, bedding, soil separator sock, and 3/4" washed gravel backfill, per Linear Foot.	\$ <u>24.00</u>
<b>E. Concrete</b>		
1.	6" x 12" concrete curb, per Linear Foot.	\$ <u>24.00</u>
2.	6" x 12" concrete curb face, per Linear Foot.	\$ <u>12.00</u>

3. 4" Reinforced concrete walk, per Square Foot. \$ 8.00

**F. Playground Equipment**

1. Provide the multiplier of delivered cost to furnish, assemble and install playground equipment. 30%

**G. Play Surfacing**

1. 12" Deep Fibar engineered wood fiber safety surfacing including soil separator fabric, per Square Yard. 34.00  
Cubic yard

**H. Erosion Control**

1. Erosion control fence, per Linear Foot. \$ 3.00

## Bidder Information

Company Name: E. Hoffman, Inc

Address: 21 W 448 North Ave

City/State/Zip: Lombard, IL 60148

Telephone: 630-495-3526 Fax: 630-495-3527

E-Mail: Ed@E-HoffmanInc.com

Bidder's  
Signature:  President  
Title

Bidder's  
Name: Ed Hoffman  
(Printed)



Bond Number BD139000

**BID BOND**

KNOW ALL BY THESE PRESENTS, that we, E. Hoffman, Inc.  
(hereinafter called the Principal), as Principal, and AUTO-OWNERS INSURANCE COMPANY  
(hereinafter called the Surety), as Surety, are held and firmly bound unto Hanover Township  
(hereinafter called the Obligee), in the penal sum of 10 Percent of bid Dollars (10 % of  
Attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a  
proposal to the Obligee on a contract for Lacy Reserve Improvements

NOW, THEREFORE, if the said Contract be timely awarded to the Principal and the Principal shall, within such time as  
may be specified, enter in the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee  
for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and  
effect.

Signed and sealed the 8th day of August, 2014

[Signature]  
Witness

E. Hoffman, Inc. Principal  
[Signature]  
Edwin M. Hoffman-President Title

[Signature]  
Larry G. Slusser Witness

Auto-Owners Insurance Company  
[Signature]  
Rodger M. Huff II Attorney-in-Fact



DATE AND ATTACH TO ORIGINAL BOND  
AUTO-OWNERS INSURANCE COMPANY  
LANSING, MICHIGAN  
POWER OF ATTORNEY

NO. BD139000

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint RODGER M HUFF II

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 2nd day of January, 2014

Kenneth R. Schroeder

Senior Vice President

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

On this 2nd day of January, 2014, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires January 1st, 2020

Amanda Lamp

Notary Public

STATE OF MICHIGAN } ss.  
COUNTY OF EATON }

I, the undersigned Senior Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 8th day of August, 2014



William F. Woodbury, Senior Vice President, Secretary and General Counsel



EXECUTION REPORT  
(Detach and return with a copy of original bond.)

NO. BD139000

Agency Name FIVE STAR INSURANCE AGENCY INC Agency Code 05-0103-00

Name of Principal E. HOFFMAN, INC. Effective Date 08/14/2014

Mailing Address 21W448 NORTH AVE., LOMBARD, IL, 60148 Premium Charge \_\_\_\_\_

Name of Obligee HANOVER TOWNSHIP Amount of Bond \$68,200.00

Address of Obligee 250 S. ROUTE 59, BARTLETT, IL 60103 Type of Bond Contract

COMPLETE AND ATTACH ALL PAPERS UNDER THIS REPORT THE SAME DAY THE BOND IS SIGNED



## **Section H – Specifications**

**Section 03 30 00**  
Cast-in-Place Concrete

**1.0 General Description**

**1.01 Description of Work**

- A. This work will consist of excavating topsoil and other undesirable or unstable base materials, subgrade compaction, placement and compaction of aggregate base course, formwork installation, steel reinforcement installation, pouring and finishing of concrete, installation of control and expansion joints, removal of forms and backfilling.
- B. This work shall consist of all work shown on the Construction Plans and Construction Documents.

**1.02 Standards**

- A. All work required under this section shall conform to the current edition of the "ILLINOIS DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".

**1.03 Weather and Environmental Conditions**

- A. No concrete shall be poured when the air temperature is below 45 degrees.
- B. No concrete shall be poured when rain or similar weather has been forecast or is occurring near the project site.

**10.4 Submittals**

- A. Submit shop drawings for all rebar reinforcement.

**1.1 Concrete Protection**

- A. Concrete shall be maintained in a continually moist condition for a minimum of seven (7) days after pouring.
- B. The air and ground temperature around the concrete shall be maintained at 45 degrees or higher.
- C. All concrete surfaces must be protected from weather conditions, including rain, snow, frost or hail, etc.
- D. All concrete surfaces must be secured and protected from graffiti, vandalism or similar damage. The Contractor will be responsible for the protection of each concrete pour until the concrete has had sufficient time to

harden. Any concrete that is vandalized or receives graffiti must be removed and replaced by the Contractor at no additional expense to the Owner.

### 1.2 Concrete Testing

- A. The Contractor must provide test cylinders for any concrete work completed as part of this work. A total of one (1) test cylinder shall be filled from each truck load of concrete delivered to the site. Each cylinder shall be clearly marked with the date of delivery, location of pour, name of concrete supplier and load or delivery ticket number.
- B. Testing services will be arranged and paid for by the Owner. The Contractor will be responsible for the disposal of all un-tested cylinders.

### 2.0 Products and Materials

- A. Must be Mix #1 as shown below in concrete mixture matrix.
- B. Must have a compressive strength of 3,500 pounds per square inch at 14 Days.
- C. Must slump between two (2) to four (4) inches.
- D. Must be delivered to the job site and discharged from the truck within one (1) hour after mixing at the mixing plant.

#### Concrete Mixture Matrix

Design Mix #			Mix 1
Strength	PSI		3500
Slump Range	Inches		2 to 4
Air Content	%		4.5 to 7.5
Material	Unit	Specification & Description	Mix 1
Cement	LB	ASTM-C150, Type 1	575
Fly Ash	LB	ASTM C618	
GGBF Slag	LB	ASTM C989	
Fine Aggregate	LB	ASTM C33, Natural Sand	1263
Course Aggregate	LB	ASTM C33, #57 Aggregate	1800
Course Aggregate	LB	ASTM C33, #8P-Grvl Aggregate	
Water	LB	ASTM C94, Potable	244
Water Reducing Agent	OZ	ASTM C494, Type A/D Mid-Range	

Air Entraining Agent	OZ	ASTM C260	*
Water Reducing Agent	OZ	ASTM C494, Type A/D	20.1
Calcium Chloride	OZ	ASTM C494, Type C	
*As Needed to Insure Proper A/E			

## 2.1 Equipment

- A. All equipment used to perform this work must conform to the relevant section of the IDOT Specifications.

## 3.0 Inspections

- A. Prior to the pouring of concrete, all formwork, steel reinforcing and base course preparation shall be inspected and approved by the Owner's Representative or by the Landscape Architect.
- B. The Contractor must provide a minimum of 48 hours notice to the Owner's Representative or the Landscape Architect to schedule inspections.

## 3.1 Preparation

- A. The Contractor must excavate and remove all topsoil or unsuitable soils to obtain a clean compacted clay subgrade elevation for concrete installation.
- B. Any soils encountered, which prohibit the construction of concrete on structural clay, shall be removed. Compacted aggregate base material must then be added to compensate for removal of unsuitable or organic soils.
- C. A four (4) inch minimum compacted thickness of aggregate base material, or as otherwise shown on the details, must be installed over the prepared and compacted subgrade.

## 3.2 Installation

- A. All formwork must be constructed to the horizontal and vertical lines and grades shown on the plans. Forms must be sufficiently staked and braced to eliminate any movement after concrete has been poured. Any deflection in formwork will result in the removal and replacement of the effected area or concrete, subject to the review by the Landscape Architect. Formwork must remain in place for a minimum of twenty-four (24) hours or until the concrete has had sufficient time to set up.
- B. Install reinforcing steel in locations and sized as shown on the plans and details. Unless otherwise noted, wire mesh shall sized be as follows:

4" Reinforced Concrete: 6" x 6" - 10 Gauge Steel

6" Reinforced Concrete: 6" x 6" - 6 Gauge Steel

Concrete Curbs, Stairs

And Walls: As Shown on the Plans & Details

- C. Expansion joints must be installed against existing concrete and stationary objects and where indicated on plan. Expansion joints must be made of a water resistant asphalt fiber material and sized as follows:

Concrete Walks & Slabs: 1/2" Wide

Concrete Curbs: 3/4" Wide

Expansion joints must be located as follows or where indicated on plan:

Concrete Walks: 30.0' On Center

Concrete Curbs: 25.0' On Center

The top of the expansion joint material must be installed a minimum of 1/4" below the finish grade of the concrete surface.

D. Concrete Finishing

1. Walks must be finished by floating, steel troweling, tooled scoring, and edging, and medium broom finishing perpendicular to the path of pedestrian travel. Install 1/2" Deep by 1/2" Wide tooled scoring joints at five (5) feet on center or as indicated on plan. Other finishes, including California Finish shall be executed if shown on the plan and details.
2. Curbs, stairs and walls must be finished by vibrating, floating, steel troweling, tooled scoring, edging, chamfering, and medium broom finishing, unless otherwise indicated on the plans and details.

E. Clean-Up

1. All concrete must be clean and free of any debris, mortar, or dirt, etc. Acceptable methods of cleaning include power washing or sweeping.
2. All fence posts, bench legs, table, legs, litter receptacle legs or sign posts, etc, which come into contact with poured concrete must be clean and free of any concrete debris.

End of Section

**Section 31 22 00**  
Grading

**1.0 General Description**

A. Standards

All work required under this section shall conform to the current edition of the "ILLINOIS DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".

B. Description

This work shall consist of the stripping and stockpiling of existing topsoil, excavation, filling and backfilling, rough grading and shaping the site to attain specific grades, compacting fill areas, and topsoil respreading.

**1.1 Protection**

- A. At the end of each work day, the Contractor will be responsible for covering-up or filling in any excavations or trenching. If covering up or filling of excavations or trenching is not in the opinion of the Contractor practical, the Contractor may erect fencing and barricades to protect persons that may access the site.
- B. The Contractor shall be responsible for controlling dust in the project site and all surrounding properties.
- C. The Contractor shall be responsible for the protection of all existing structures, trees, amenities, site furnishings, pavements, utilities, etc. that remain during the grading operations. Any damage to any existing feature will be repaired or replaced by the Contractor at no additional expense to the Owner.

**1.2 Adjustments to Elevations**

- A. The Landscape Architect or the Owner's Representative may at times, make adjustments to elevations or contouring as the grading progresses, to improve the project or make beneficial adjustments in the earthwork balance of the project.

**2.0 Products and Materials**

A. Existing Soils

- 1. Clean clay soils generated from cut areas will be used as fill material

to create contouring shown on the Grading or Construction Plan.

2. Unsuitable materials shall be removed from the site by the Contractor. Excess clay material and excess topsoil material shall be removed from the site by the Contractor, unless otherwise directed in the Bid Proposal, Construction Plans and/or Special Conditions.
3. All topsoil encountered on the site will be used to the best extent to fulfill the requirements of the Grading or Construction Plan. The Contractor must contact the Owner, prior to removing any excess topsoil from the site, so that arrangements may be made to utilize this soil in another location.

**B. Imported Soils**

1. All imported topsoil shall be subject to review and approval by the Landscape Architect and/or the Owner's Representative. The Contractor must submit samples from each source that will be used.
2. All imported fill material shall be subject to review and approval by the Landscape Architect and/or the Owner's Representative. All imported fill material shall be clay or a granular clay mixture, which is free from all organic matter and debris. Imported clay must contain no rocks or debris larger than 3" diameter, and contain no more than 15% total volume of rocks or debris. The Contractor must submit samples from each source that will be used.

**2.1 Earth Moving Equipment**

- A. Equipment for grading operations shall be of sufficient size and quantity to perform the required work in this specification in a timely, productive and high quality manner.
- B. Any damage caused by unauthorized use of Contractor's equipment, while it is located at the project site, will be repaired or replaced by the Contractor at no additional expense to the Owner.

**3.1 Work Execution**

- A. Existing Vegetation
  1. All existing grass, turf or similar vegetative cover must be tilled in or turned over into the topsoil prior to topsoil stripping, which shall be considered an incidental item to the grading operations.

B. Topsoil Handling

1. All topsoil that exists at the project site under proposed buildings or pavements must be stripped and stockpiled.
2. In areas to be filled, which are not located under proposed buildings or pavements, existing topsoil need not be stripped.
3. The Contractor must strip and stockpile sufficient topsoil to allow for a minimum of 6" to be respread over all disturbed or graded areas. If insufficient topsoil exists on the project site, then the Contractor will be required to import, distribute and spread additional topsoil to meet this requirement. This importation of topsoil will be considered an incidental item to the Contract.

C. "Cut" Areas

1. Excavate or perform cuts to establish the subgrade elevations as shown on the Grading or Construction Plan.
2. All unstable or unsuitable soils encountered during grading operations shall be removed and replaced with clean structural clay or similar acceptable material.
3. All rocks and stone discovered during grading operations with a volume of one cubic yard or larger and are not readily visible on the surface, or part of the public record, shall not be removed as part of this work. The Contractor will be responsible for making arrangements with the Owner for the removal of this material.
4. All rocks and stone discovered during grading operations with a volume less than one cubic yard shall be removed from the site by the Contractor at no additional expense to the Owner.
5. Any concrete foundations discovered during grading operations, which are not readily visible on the surface, not part of a structure or component visible on the surface, or part of the public record, shall not be removed as part of this work. The Contractor will be responsible for making arrangements with the Owner for the removal of this material.

D. "Fill" Areas

1. Fill soils under pavements or buildings shall be placed in layers no more than six (6) inches deep prior to compaction.



2. Fill soils under turf or landscape areas shall be placed in layers no more than eight (8) inches deep prior to compaction.
3. Fill materials shall be spread in a uniform layer, leveled by means of approved equipment and compacted. Fill layers must be uniform in cohesion and meet the compaction requirements before the installation of each subsequent layer.

E. Compaction

1. Each layer of fill material must be scarified or mechanically pulverized sufficiently to break down soil clumps and thoroughly mix the different materials. Each layer must be watered or aerated to obtain an optimum moisture content, which will permit proper compaction. Compaction must be completed with approved compaction equipment.
2. Fill materials spread under all pavement and building areas must be compacted to a 95% density of the fill material's ultimate capacity in conformance with ASTM D-1557.
3. Fill materials spread under all turf and landscape areas must be compacted to 90% density of the fill material's ultimate capacity in conformance with ASTM D-1557.

F. Topsoil Placement

1. Prior to topsoil placement, establish a subgrade elevation 6" below finish grade in all proposed turf and landscape areas. Subgrade areas must then be scarified prior to topsoil placement to ensure cohesion of the subgrade soil and the topsoil.
2. Topsoil must be placed using a method designed to minimize the degree of compaction during respreading.

G. Grading Tolerance

1. The finish grade for all areas must be within .10' or 1.2" of the proposed elevations as shown on the Grading or Construction Plans.
2. Any settlement greater than .10' or 1.2" must be filled in or repaired by the Contractor at no additional expense to the Owner.

End of Section 02200

**Section 33 40 00**  
Drainage

**1.0 General Description**

A. Standards

All work required under this section shall conform to the current editions of the "STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS", and the "ILLINOIS DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".

B. Description of Work

This work will consist of the excavation and installation of drainage structures, the excavation of trenches and installation of drainage piping, the placement and compaction of granular backfill, and the placement and compaction of soils.

**1.1 Protection**

- A. At the end of each work day, the Contractor will be responsible for covering-up or filling in any excavations or trenching. If covering up or filling of excavations or trenching is not completed, the Contractor must erect fencing and barricades to protect persons that may access the site.
- B. The Contractor shall be responsible for controlling dust in the project site and all surrounding properties.
- C. The Contractor shall be responsible for the protection of all existing structures, trees, amenities, site furnishings, pavements, utilities, etc. during the drainage installation. Any damage to any existing feature will be repaired or replaced by the Contractor at no additional expense to the Owner.

**2.0 Products and Materials**

- A. Storm Sewer Pipe and Drainage Structures: As indicated on the plans and of the type and class required by the Specifications identified under section 1.0 A. above.
- B. Drainage Castings: Frames, grates and castings as indicated on the plans or details and as required by the Specifications identified under section 1.0 A. above.

- C. Pre-Cast Drainage Structures: As required by the Specifications identified under section 1.0 A. above.
- D. Mastic Joint Sealer: As required by the Specifications identified under section 1.0 A. above.
- E. Trench Backfill: As required by the Specifications identified under section 1.0 A. above.
- F. Mortar: As required by the Specifications identified under section 1.0 A. above.

## **2.1 Equipment**

- A. Equipment for drainage system installation shall be of sufficient size and quantity to perform the required work in this specification in a timely, productive and high quality manner.

## **3.0 Execution and Installation**

- A. The Contractor will be responsible for visiting the project site to verify all existing conditions with regard to underground utilities, which may effect the drainage installation.
- B. Excavation
  - 1. Pipe: At locations and to elevations as noted on the plans. Excavate to a minimum of four (4) inches below bottom of the pipe and to the widths as required by the Specifications identified under section 1.0 A. above.
  - 2. Drainage Structures: At locations and to elevations as noted on the plans. Excavate to a minimum of twelve (12) inches greater than the largest external dimension of the structure and six (6) inches greater than the depth of the structure.
  - 3. Remove all unsuitable, soft or yielding soils encountered within pipe and drainage structure excavations and replace with granular trench backfill.
- C. Pipe Installation
  - 1. Sewer pipe shall be laid beginning at the lowest point then proceeding upward in elevation.
  - 2. The lower 1/2 of the drainage pipe shall be fully supported with

bedding material. The bell of the pipe must not support the pipe.

4. No work or jointing may be completed under water.
5. Pipe joints shall consist of mastic joint sealer, mechanical systems, or preformed flexible gaskets.

E. Drainage Structure Installation

1. Drainage structures shall be installed in accordance with the details shown on plan and as required by the Specifications identified under section 1.0 A. above.
2. Drainage structures shall be constructed using precast reinforced concrete sections with continuous mortar joints.
3. Drainage structures shall have cone or barrel sections, cast iron steps or other features as noted on the plans or details or as required by the Specifications identified under section 1.0 A. above.

F. Backfilling

1. Pipe Trenches

- a. Trenches 5.0' outside of any paved areas shall be backfilled with the same materials excavated from the trench.
- b. Trenches within 5.0' of or within paved areas shall be backfilled with granular trench backfill.
- c. Place backfill material in lifts not exceeding (6) inches prior to compaction. All compaction must be completed with mechanical compacting equipment.

2. Drainage Structures

- a. Excavations 5.0' outside of any paved areas shall be backfilled with the same materials excavated from the excavation.
- b. Excavations within 5.0' of or within paved areas shall be backfilled with granular trench backfill.
- c. All pipe penetrations at drainage structures must be provided with adequate support.

- d. All pipe penetrations through drainage structures must be mortar filled solid on each side of the drainage structure wall.

G. Completion and Clean-Up

- a. All drainage structures and piping must be clean and free of any debris.
- b. All benches must be poured in drainage structures.
- c. Drainage castings must be fully seated and installed.
- d. Filter fabrics, anti-sedimentation devices or erosion control measures must be completed.

End of Section

# Lacy Reserve

Lacy Avenue

## Playground Renovation



### Client Information

#### Hanover Township

250 S. IL Route 59  
Bartlett, IL 60103  
(630) 837-0301

#### Township Administrative Staff

James C. Barr, Township Administrator  
Suzanne Powers, Assistant Township Administrator  
Steve Spejcher, Director of Facilities and Maintenance  
John Parquette, LCSW, Director of Youth and Family Services  
Rick Nelson, Operations Manager



#### Brusseau Design Group, LLC

Landscape Architecture \* Land Planning \* Recreational Planning & Design  
2675 Pratum Ave, Hoffman Estates, IL 60192  
(224) 293-6470 (224) 293-6477 Fax

### Project Site Location Map



Project Site

### Index of Drawings

#	Sheet Title
1.	Existing Conditions & Removals Plan
2.	Construction Plan
3.	Layout & Dimension Plan
4.	Details



### Removals Key

- ④ Existing building to be demolished
- ⑤ Existing parking lot to be removed
- ⑥ Existing asphalt to be removed

### General Notes

1. The Client will provide, install and maintain all site-based erosion prevention controls.

### Legend

- ▲ UTILITY MARKERS
- TELEPHONE POLE
- TELEPHONE RING
- GROUND SPUR
- GROUND ANCHOR
- EXISTING CONCRETE
- EXISTING ASPHALT
- EXISTING GRASS
- EXISTING GRAVEL
- EXISTING SAND
- EXISTING SOIL
- EXISTING ROCK
- EXISTING CURB
- EXISTING DRIVE
- EXISTING WALKWAY
- EXISTING FENCE
- EXISTING SIGN
- EXISTING LIGHT
- EXISTING STRUCTURE
- EXISTING WALL
- EXISTING ROOF
- EXISTING FLOOR
- EXISTING CEILING
- EXISTING MECHANICAL
- EXISTING ELECTRICAL
- EXISTING PLUMBING
- EXISTING HVAC
- EXISTING INSULATION
- EXISTING GLASS
- EXISTING METAL
- EXISTING WOOD
- EXISTING COMPOSITE
- EXISTING BRICK
- EXISTING BLOCK
- EXISTING STONE
- EXISTING TILE
- EXISTING CARPET
- EXISTING PAINT
- EXISTING STAIN
- EXISTING SMOKE
- EXISTING WATER
- EXISTING GAS
- EXISTING OIL
- EXISTING WASTE
- EXISTING HAZARDOUS
- EXISTING OBSTRUCTION MARKERS
- EXISTING MONITOR WALL

- ### Notes
1. Existing building to be demolished. The Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate regulatory agencies. The Contractor shall be responsible for the removal of all debris and materials from the site.
  2. Existing parking lot to be removed. The Contractor shall be responsible for the removal of all asphalt and concrete from the site.
  3. Existing asphalt to be removed. The Contractor shall be responsible for the removal of all asphalt from the site.
  4. Existing concrete to be removed. The Contractor shall be responsible for the removal of all concrete from the site.
  5. Existing concrete to be removed. The Contractor shall be responsible for the removal of all concrete from the site.
  6. Existing concrete to be removed. The Contractor shall be responsible for the removal of all concrete from the site.
  7. Existing concrete to be removed. The Contractor shall be responsible for the removal of all concrete from the site.
  8. Existing concrete to be removed. The Contractor shall be responsible for the removal of all concrete from the site.
  9. Existing concrete to be removed. The Contractor shall be responsible for the removal of all concrete from the site.
  10. Existing concrete to be removed. The Contractor shall be responsible for the removal of all concrete from the site.
  11. Existing concrete to be removed. The Contractor shall be responsible for the removal of all concrete from the site.
  12. Existing concrete to be removed. The Contractor shall be responsible for the removal of all concrete from the site.
  13. Existing concrete to be removed. The Contractor shall be responsible for the removal of all concrete from the site.

1. The Client will provide, install and maintain all site-based erosion prevention controls.

#	DATE	DESCRIPTION
1	02/20/14	FOR CLIENT REVIEW
2	02/20/14	FOR CLIENT REVIEW

Scale: 1" = 10'



HAZARDS & PREVISIONS

1	EXISTING	FOR CLIENT REVIEW
2	EXISTING	FOR CLIENT REVIEW

Key



Utility Information

- 1. TELEPHONE VAULT
- 2. FIRE LINE
- 3. GAS LINE
- 4. WATER MAIN
- 5. SANITARY SEWER
- 6. STORM SEWER
- 7. OVERHEAD TELEPHONE
- 8. OVERHEAD POWER
- 9. OVERHEAD GAS
- 10. OVERHEAD WATER
- 11. OVERHEAD SANITARY
- 12. OVERHEAD STORM
- 13. OVERHEAD FIBER OPTIC
- 14. OVERHEAD CABLE TV
- 15. OVERHEAD SATELLITE

Legend

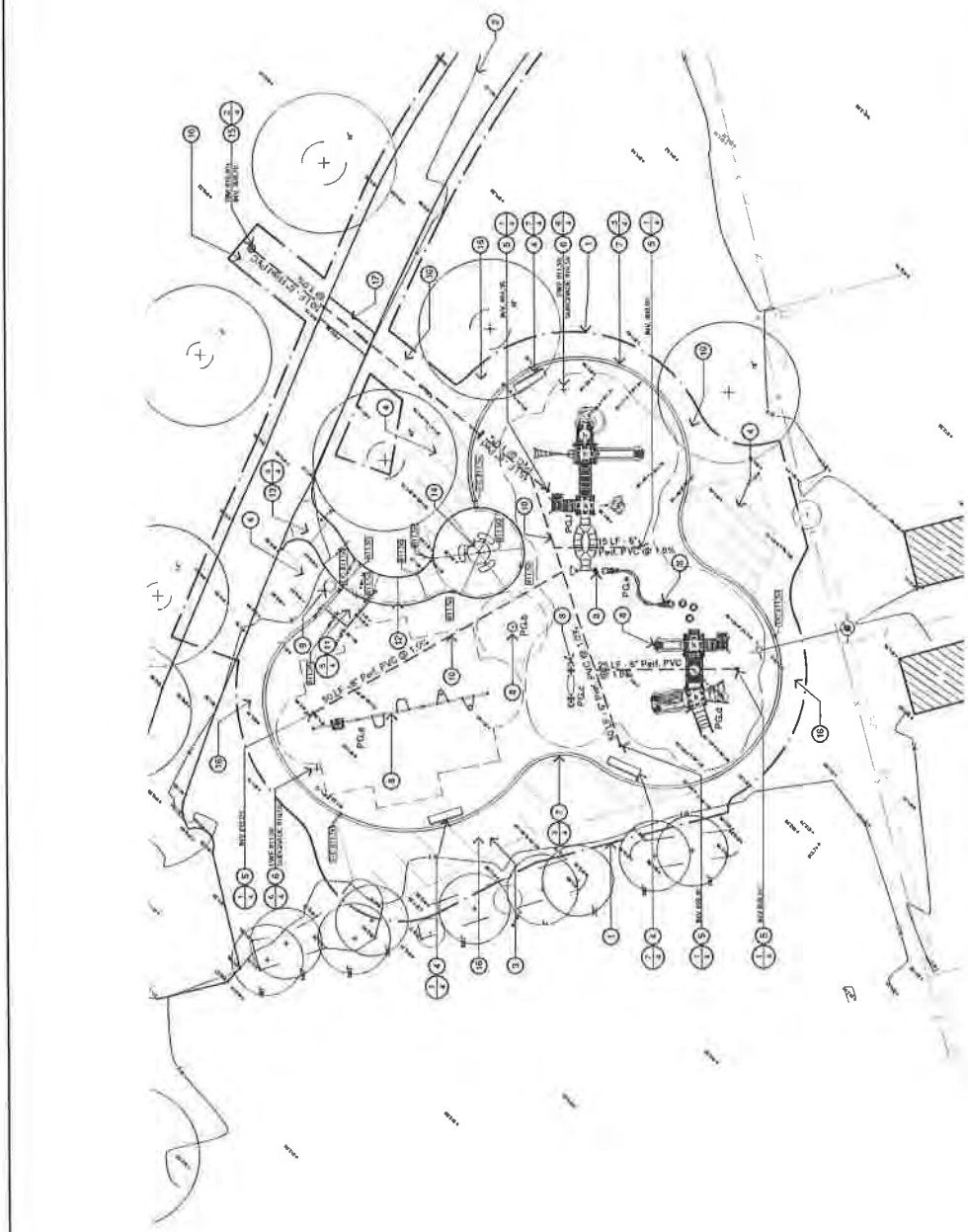
- 1. TELEPHONE VAULT
- 2. FIRE LINE
- 3. GAS LINE
- 4. WATER MAIN
- 5. SANITARY SEWER
- 6. STORM SEWER
- 7. OVERHEAD TELEPHONE
- 8. OVERHEAD POWER
- 9. OVERHEAD GAS
- 10. OVERHEAD WATER
- 11. OVERHEAD SANITARY
- 12. OVERHEAD STORM
- 13. OVERHEAD FIBER OPTIC
- 14. OVERHEAD CABLE TV
- 15. OVERHEAD SATELLITE

Play Apparatus Schedule

NO.	NAME	QUANTITY
1	MONITOR	1
2	MONITOR	1
3	MONITOR	1
4	MONITOR	1
5	MONITOR	1
6	MONITOR	1
7	MONITOR	1
8	MONITOR	1
9	MONITOR	1
10	MONITOR	1
11	MONITOR	1
12	MONITOR	1
13	MONITOR	1
14	MONITOR	1
15	MONITOR	1
16	MONITOR	1
17	MONITOR	1
18	MONITOR	1
19	MONITOR	1
20	MONITOR	1
21	MONITOR	1
22	MONITOR	1
23	MONITOR	1
24	MONITOR	1
25	MONITOR	1
26	MONITOR	1
27	MONITOR	1
28	MONITOR	1
29	MONITOR	1
30	MONITOR	1

Notes

1. All work shall be in accordance with the City of Minneapolis, Minnesota, and the State of Minnesota, and shall conform to the applicable codes and regulations.
2. The Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.
3. The Contractor shall be responsible for protecting all existing utilities and structures on the site.
4. The Contractor shall be responsible for maintaining access to all adjacent properties and public utilities.
5. The Contractor shall be responsible for maintaining the site in a safe and secure condition at all times.
6. The Contractor shall be responsible for providing all necessary safety measures for the workers and the public.
7. The Contractor shall be responsible for providing all necessary materials and equipment for the project.
8. The Contractor shall be responsible for providing all necessary labor for the project.
9. The Contractor shall be responsible for providing all necessary services for the project.
10. The Contractor shall be responsible for providing all necessary support for the project.
11. The Contractor shall be responsible for providing all necessary assistance for the project.
12. The Contractor shall be responsible for providing all necessary information for the project.
13. The Contractor shall be responsible for providing all necessary documentation for the project.
14. The Contractor shall be responsible for providing all necessary records for the project.
15. The Contractor shall be responsible for providing all necessary reports for the project.
16. The Contractor shall be responsible for providing all necessary data for the project.
17. The Contractor shall be responsible for providing all necessary information for the project.
18. The Contractor shall be responsible for providing all necessary documentation for the project.
19. The Contractor shall be responsible for providing all necessary records for the project.
20. The Contractor shall be responsible for providing all necessary reports for the project.
21. The Contractor shall be responsible for providing all necessary data for the project.
22. The Contractor shall be responsible for providing all necessary information for the project.
23. The Contractor shall be responsible for providing all necessary documentation for the project.
24. The Contractor shall be responsible for providing all necessary records for the project.
25. The Contractor shall be responsible for providing all necessary reports for the project.
26. The Contractor shall be responsible for providing all necessary data for the project.
27. The Contractor shall be responsible for providing all necessary information for the project.
28. The Contractor shall be responsible for providing all necessary documentation for the project.
29. The Contractor shall be responsible for providing all necessary records for the project.
30. The Contractor shall be responsible for providing all necessary reports for the project.







# Layout and Dimension Plan

Sheet Title

Issues & Revisions	
#	Description
1	07/27/14 Final Client Review
2	07/29/14 Issue For Bid

North 

Scale: 1" = 10'

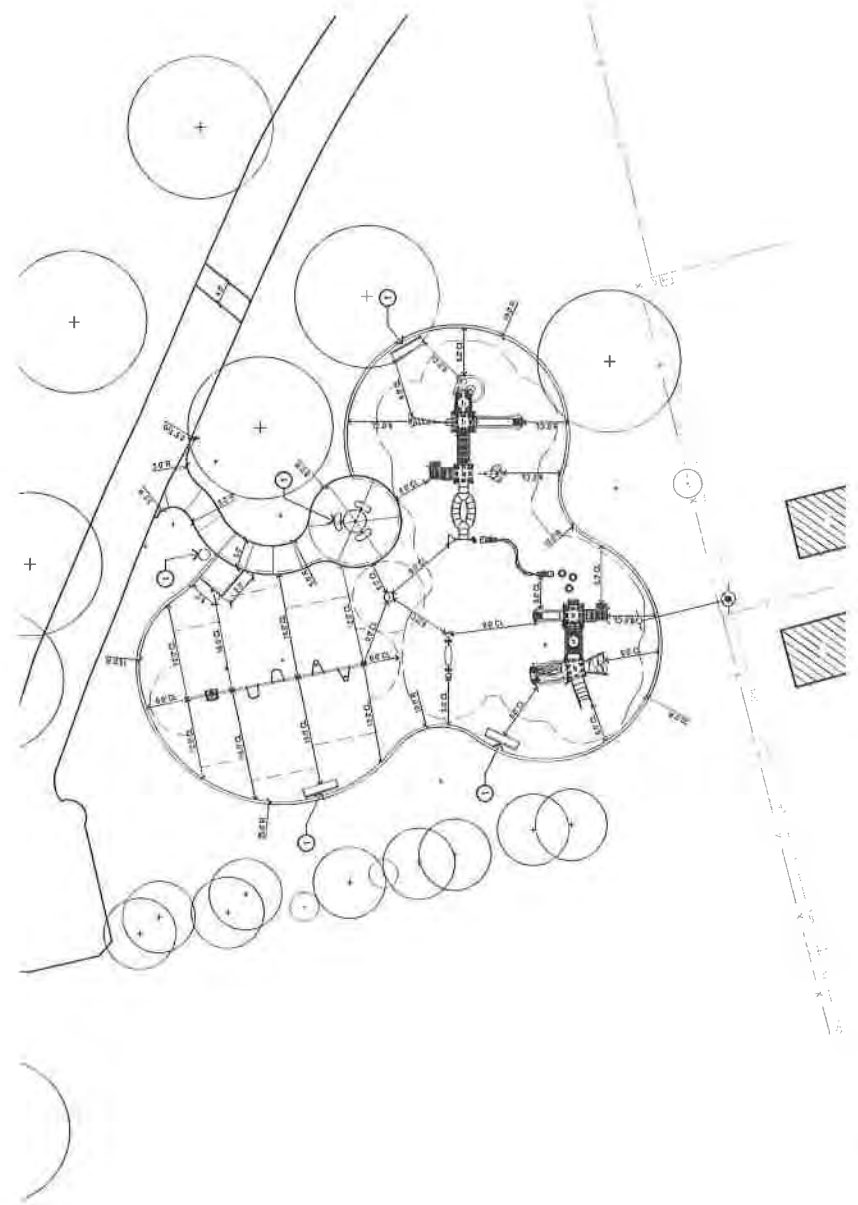


## Lacy Reserve Playground Renovation Hanover Township

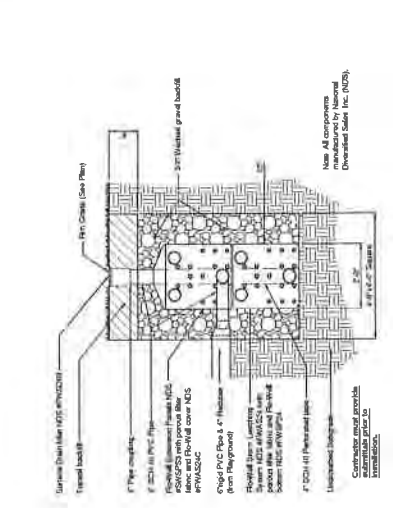
Project & Client Name

**BDG**  
Brussels Design Group, LLC

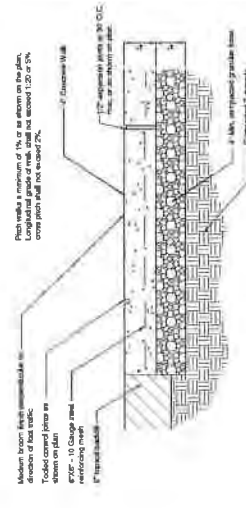
Landscape Architecture • Land Planning • Recreational Planning & Design  
2625 Inland Avenue, Suite 100, #1010  
Raleigh, NC 27607 (919) 853-4777 Fax



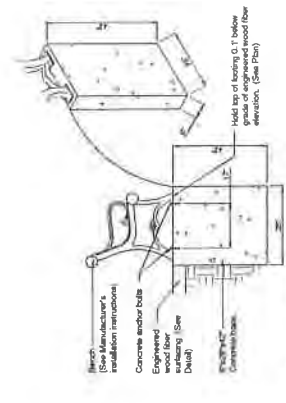
**Notes**  
1. Issues, dates or their responsibility to be added/updated by the Client or the Owner's Representative.



**2** NDS Flo-Well Installation Detail in Gravel Backfill



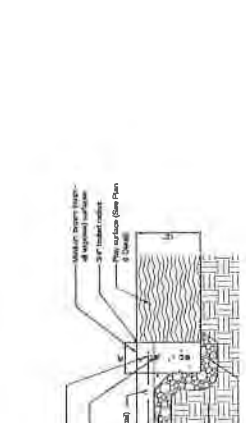
**4** 4\"/>



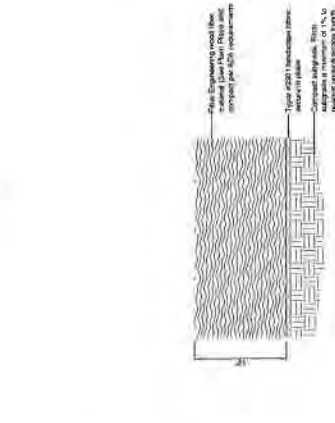
**7** Bench Footing with EWF



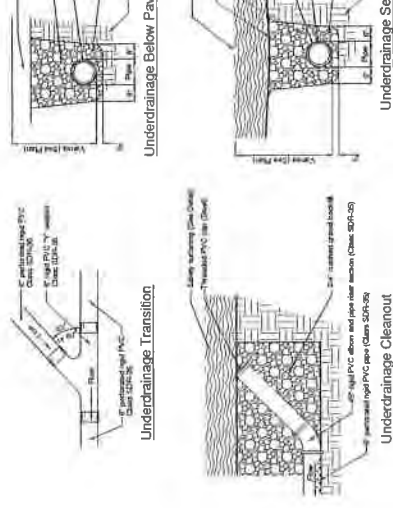
**1** Underdrainage System



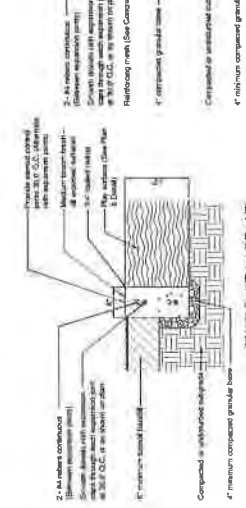
**3** 6\"/>



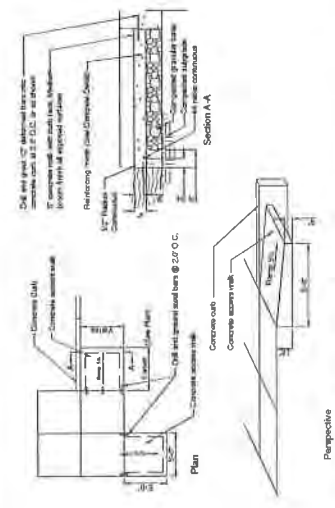
**6** Engineered Wood Fiber Safety Surfacing



**5** Concrete Access Walk



**5** Concrete Access Walk



**5** Concrete Access Walk



## Brusseau Design Group, LLC

Landscape Architecture • Land Planning • Recreational Planning & Design

2675 Pratum Avenue, Hoffman Estates, IL 60192 • (224) 293-6470, (224) 293-6477 Fax

### Hanover Township

Lacy Reserve Playground Renovation

Bid Tabulation

August 14, 2014

Item	Unit	Unit Price	Quantity	BDG	E. Hoffman	Hacienda	Georges	D. Kersey Const.
<b>A. Demolition and Removals</b>								
1. Existing EWF Surfacing Removal	CY	\$40.00	87	\$3,480.00	\$6,260.00	\$6,400.00	\$6,952.00	\$7,955.00
2. Existing Asphalt Walk Removal	LS	\$40.00	23	\$920.00	\$500.00	\$900.00	\$989.00	\$775.00
3. Existing Bench Removals	LS	\$300.00	1	\$300.00	\$1,200.00	\$800.00	\$400.00	\$846.00
<b>B. Grading and Excavation</b>								
1. Perform all Cuts and Fills	LS	\$2,500.00	1	\$2,500.00	\$3,600.00	\$5,500.00	\$5,590.00	\$15,605.00
<b>C. Drainage</b>								
1. Underdrainage (6" Perforated PVC)	LF	\$18.00	155	\$2,790.00	\$2,860.00	\$3,500.00	\$6,145.00	\$9,689.00
2. Underdrainage (6" Rigid PVC)	LF	\$18.00	50	\$900.00	\$1,050.00	\$1,250.00	\$1,590.00	\$2,957.00
3. NDS Flow Well	EA	\$750.00	1	\$750.00	\$1,000.00	\$500.00	\$2,236.00	\$2,754.00
<b>D. Concrete</b>								
1. 6" x 12" Concrete Curb	LF	\$20.00	256	\$5,120.00	\$5,720.00	\$5,100.00	\$10,087.00	\$11,219.00
2. 6" x 12" Concrete Curb Face	LF	\$12.00	55	\$660.00	\$480.00	\$1,000.00	\$1,040.00	\$275.00
3. 4" Reinforced Concrete Walks	SF	\$6.00	375	\$2,250.00	\$2,170.00	\$2,500.00	\$2,889.00	\$6,629.00
4. Concrete Access Walk	LS	\$300.00	1	\$300.00	\$250.00	\$400.00	\$1,244.00	\$408.00
<b>E. Playground Equipment</b>								
1. Playground Equipment	LS	\$13,500.00	1	\$13,500.00	\$13,100.00	\$15,000.00	\$29,710.00	\$17,746.00
<b>F. Site Furnishings</b>								
1. Picnic Table	EA	\$1,150.00	1	\$1,150.00	\$1,400.00	\$1,375.00	\$7,787.00	\$1,815.00
2. Benches	EA	\$1,250.00	3	\$3,750.00	\$4,800.00	\$4,000.00	Included in F1	\$10,709.00
3. Litter Receptacles	EA	\$650.00	1	\$650.00	\$900.00	\$680.00	Included in F1	\$1,111.00
<b>G. Play Surfacing</b>								
1. Engineered Wood Fiber Play Surfacing	LS	\$8,000.00	1	\$8,000.00	\$6,400.00	\$7,000.00	\$7,258.00	\$10,400.00
<b>H. Erosion Control</b>								
1. Erosion Control Fencing	LF	\$4.00	167	\$668.00	\$480.00	\$800.00	\$695.00	\$1,094.00
<b>Base Bid Total</b>				<b>\$47,688.00</b>	<b>\$52,170.00</b>	<b>\$56,705.00</b>	<b>\$84,612.00</b>	<b>\$101,987.00</b>

\*Base Bid Number different than on Bid Form

Hanover Township - Lacy Reserve Playground Renovation

Bid Tabulation

Page 1 of 1



## **Brusseau Design Group, LLC**

Landscape Architecture • Land Planning • Recreational Planning & Design

August 14, 2014

Mr. James C. Barr  
Township Administrator  
Hanover Township  
250 S. IL Route 59  
Bartlett, IL 60103

**Subject: Lacy Reserve Park Playground Renovation Bid Results and Contract Award Recommendation**

Dear Mr. Barr,

We have reviewed the bids received for the playground renovation at Lacy Reserve. Enclosed please find a detailed Bid Tabulation for your review.

The low bid of \$52,170.00 was submitted by E. Hoffman, Inc. Our estimate for this work was \$47,688.00. We have worked with E. Hoffman, Inc. on several projects in the past and most recently at Eaglebrook Park in Geneva, and find them to be a good contractor that completes their work in a timely manner.

Based on our experience of working with E. Hoffman, Inc., we recommend that the Board of Commissioners of Hanover Township award a Contract to E. Hoffman, Inc. in the amount of \$52,170.00.

Please review this recommendation and feel free to contact me should you have any questions.

Respectfully Submitted,  
**Brusseau Design Group, LLC**

A handwritten signature in black ink, appearing to read 'J. Brusseau', with a long horizontal stroke extending to the right.

**Joseph Brusseau**  
President

**Hanover Township**  
**(Located within the State of Illinois)**

**Comprehensive Annual Financial Report**

**For the Year Ended March 31, 2014**

DRAFT

**Hanover Township  
Comprehensive Annual Financial Report  
For the Year Ended March 31, 2014**

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DRAFT

**Introductory Section**

DRAFT

**Hanover Township  
Principal Officials  
For the Year Ended March 31, 2014**

**Elected Officials**

Brian P. McGuire  
*Supervisor*

Katy Dolan Baumer  
*Clerk*

Thomas S. Smogolski  
*Assessor*

P. Craig Ochoa  
*Highway Commissioner*

Mary Alice Benoit  
William T. Burke  
Steve Caramelli  
Howard Krick  
*Trustees*

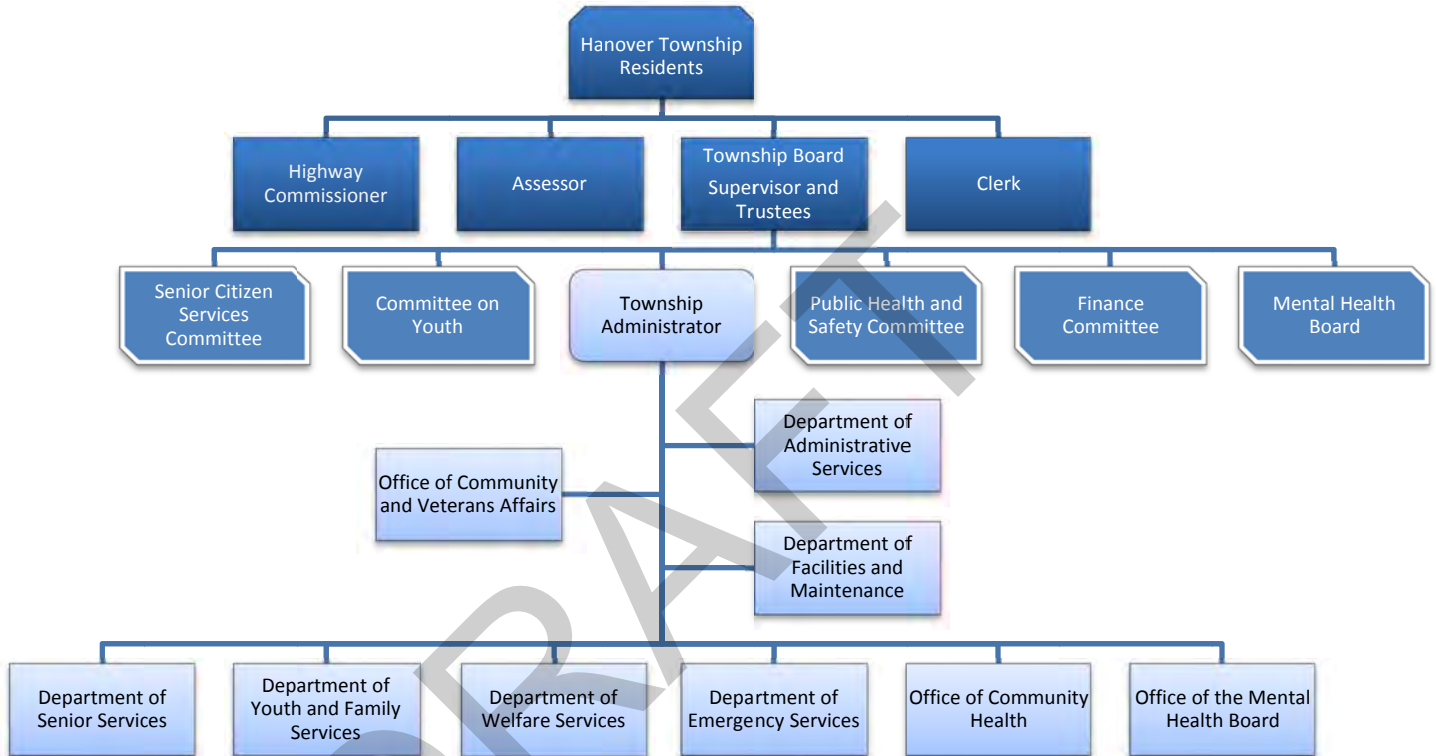
**Administrative Staff**

James C. Barr  
*Township Administrator*

Suzanne Powers  
*Assistant Township Administrator*

Amy Kaufholz  
*Management Analyst*

**Hanover Township  
Organizational Chart  
For the Year Ended March 31, 2014**





July 2, 2014

Board of Trustees of  
Hanover Township  
250 S. Route 59  
Bartlett, Illinois 60103

Honorable Trustees:

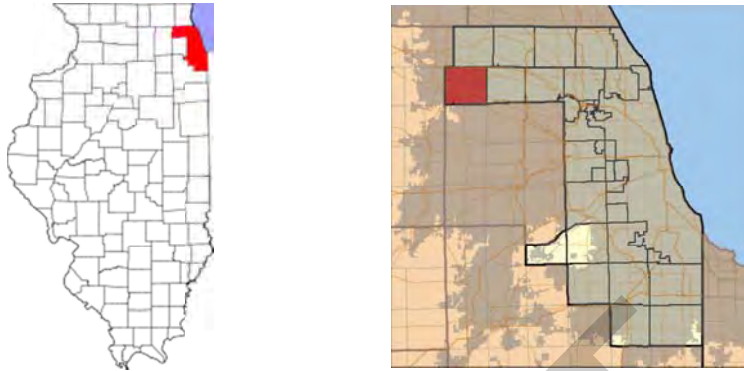
The Comprehensive Annual Financial Report (CAFR) of the Hanover Township for the fiscal year ending March 31, 2014 is submitted herewith. The report was prepared by the Township's Supervisor, Administrator and accountant. Responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the Hanover Township. We believe the data presented is accurate in all material aspects; that it is presented in a manner designed to fairly set forth the financial position and the results of operations of the Hanover Township as measured by the financial activity of its various funds; and that all disclosures necessary to enable the reader to gain the maximum understanding of the Township's financial affairs have been included.

This letter of transmittal is designed to complement the MD&A which begins on page 3.

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Hanover Township for its comprehensive annual financial report for the fiscal year ended March 31, 2013. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to GFOA to determine its eligibility for another certificate.

This report includes all funds of the Township. Hanover Township houses portions of six communities within its jurisdiction: Streamwood, Bartlett, Hanover Park, Elgin, Schaumburg and Hoffman Estates. The Township is primarily responsible for Human Services not regularly offered by incorporated municipalities.

These Human Services include an office of Community Health, a Senior Center, a Youth and Family Services department with a staff of full time family therapists, a Welfare Services office which administers local, state and federal assistance programs and distributes food to needy residents, a Road District, Mental Health Board, Assessors, Emergency and Veteran’s Services, Clerk’s Office and various internal support departments.



### ECONOMIC CONDITION AND OUTLOOK

Hanover Township is a municipal corporation of the State of Illinois. The Township covers approximately 36 square miles and includes portions of Streamwood, Elgin, Bartlett, Hanover Park, Hoffman Estates and Schaumburg. It is located in Cook County and is approximately 30 miles northwest of downtown Chicago. The Township maintains a total of seven locations in four different municipalities. The Bartlett locations are as follows: Town Hall at 250 S. Route 59, Senior Center at 240 S. Route 59, and Emergency Services Station #1 at 218 Main Street. The Hanover Park location is the Astor Avenue Community Center at 7431 Astor Avenue. The Streamwood location is the Mental Health Board Community Center at 1535 Burgundy Parkway and the Elgin location is the Izaak Walton Center.

The 2010 Census population of 99,538 for the Township represents a 19.2% increase from the 2000 population of 83,471. The 2010 median home value in the Township is \$217,400 and median household income is \$69,933. Within the Township, potential for future population growth is slowing due to economic factors such as the downturn of the housing market during the past few years. Throughout the last three tax years ('11 through '13), the Township’s equalized assessed valuation has decreased by 23%.

The Township levies taxes for four agencies. The agencies are the Town of Hanover, General Assistance, Road and Bridge and Mental Health. Within the Town of Hanover are the following funds: Corporate, IMRF, Social Security and Senior Citizens. The annual assessed valuation (EAV) continues to decline from 2009 as shown below.

<u>Tax Year</u>	<u>EAV</u>	<u>Town Tax Rate</u>	<u>General Asst. Tax Rate</u>	<u>Road &amp; Bridge Tax Rate</u>	<u>Mental Health Tax Rate</u>
2009	2,750,959,751	0.154	0.011	0.053	0.033
2010	2,527,513,700	0.161	0.012	0.055	0.035
2011	2,265,103,457	0.202	0.015	0.073	0.044
2012	2,065,428,552	0.229	0.017	0.078	0.050
2013	1,750,808,883	0.276	0.021	0.094	0.061

According to the US Census Bureau, in 2010 the total housing units for the Township amounted to 34,415 with an average household containing three individuals and 40% had children under the age of 18 living with them. Additionally, this contributes to the Township's strong demand for community-based adult and youth services located throughout the area.

### MAJOR INITIATIVES/HAPPENINGS FOR THE YEAR

The 2014 Budget for Operations remained fairly static for the year. The Township's operating expenditures were 1.3% under budget. Additionally, the Township was able to transfer monies into the vehicle and capital projects fund in the amount of \$15,000 and \$195,000 respectively. These monies in addition to prior years' reserves funded the following major projects from fiscal year 2014: (1) design and construction completion of Runzel Reserve (2) Lacy Park, Izaak Walton and the administrative lobby renovations and 3) two emergency services vehicles and a maintenance truck. In total these projects accounted for \$676,339 or 85% of the capital expenditures.

### FUTURE INITIATIVES/FUTURE DIRECTION

The Finance Committee is recommending several capital projects for Fiscal Year 2015, including improvements to the Izaak Walton property partially funded by a CDBG grant for an elevator, lower level remodeling, and environmental remediation. Additional projects include new flooring and painting at the Senior Center, playground refurbishment at Lacy Reserve, and improvements at the Town Hall. Funding will come from grants and transfers from the Town Fund and Senior Fund, as well as Capital Fund reserves.

### FINANCIAL INFORMATION

Accounting System and Budgetary Control – The Township's records for general governmental operations are maintained on an accrual basis, with the revenues being recorded when earned and expenditures being recorded when the liability is incurred or the economic asset is used.

In developing and maintaining the Township's accounting system, consideration is given to the adequacy of the internal control structure. Internal accounting controls are designed to provide reasonable, but not absolute, assurance regarding: (1) the safeguarding of assets against loss from unauthorized use or disposition; and (2) the reliability of financial records for preparing financial statements and maintaining accountability for assets. The concept of reasonable assurance recognizes that: (1) the cost of a control should not exceed the benefits likely to be derived and (2) the evaluation of costs and benefits requires estimates and judgments by management.

All internal control evaluations occur within the above framework. We believe that the Township's internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

Budgetary control has been established at the individual fund level. Financial reports are produced showing budget and actual expenditures by line item, and are distributed monthly to Township departmental and divisional management and to others upon request.

Individual line items are reviewed and analyzed for budgetary compliance. Personnel expenditures are monitored and controlled at a position level and capital expenditures (items over \$2,500 and having a useful life of more than 1 year) are monitored and controlled item by item. Revenue budgets are reviewed monthly.

Additionally, all expenditures are reviewed by the Supervisor and the Board prior to the release of payments.

Risk Management – The Township participates in the Illinois County Risk Management Trust (ICRMT). As an Illinois public entity or an independent agent representing Illinois public entities, ICRMT is one of the longest active insurance programs in Illinois, providing for the property, casualty and workers’ compensation needs of all Illinois public entities since 1983.

The Reporting Entity and its Services – This report includes all of the funds, account groups and activities controlled by the Township.

The Township participates in the Illinois Municipal Retirement Fund and ICRMT. Those organizations are separate governmental units because (1) they are organized entities, (2) have governmental character and (3) are substantially autonomous. Audited financial statements for these organizations are not included in this report.

However, such statements are available upon request from their respective business offices.

General Government Functions – The reporting period covered by these financial statements encompasses twelve months. Funds are provided for services by taxes, user fees, interest income, grants, donations and miscellaneous sources.

Property taxes are a major source of income for general operations. The Township’s property taxes make up 89% of the total revenue for the major governmental funds.

The assessed valuation of \$1,750,808,883 represents a 15% decrease from the prior fiscal year; as a result, the tax rates for 2013 increased. Assessed valuation and tax rates move in opposite directions.

Allocation of the property tax levy for 2013 and the preceding tax year are as follows (amounts for each \$100 of assessed value).

<u>Purpose</u>	<u>2014</u>	<u>2013</u>
Town of Hanover	0.276	0.229
General Assistance Fund	0.021	0.017
Road and Bridge Fund	0.094	0.078
Mental Health Fund	0.061	0.050
Total TaxRate	<u>0.452</u>	<u>0.374</u>

The maximum tax rate for the Corporate Fund is .2500. The maximum tax rate for the Senior Services and Mental Health Fund is .1500.



Fixed Assets Additions – As of March 31, 2014 the general fixed assets of the Hanover Township amounted to \$8,289,515. The major category of increase results from \$223,000 from the donation of the Lacy Park property mentioned above.

Cash Management – Cash, temporarily idle during the year, is invested in a local bank via a cash management account and certificates of deposit.

It is the Township's policy that all demand deposits and time deposits are secured by pledged collateral with a market value equal to no less than 100% of the deposits less an amount incurred by the FDIC. Evidence of the pledged collateral is maintained by the Accounting Department and at a third party financial institution. Collateral is reviewed monthly to assure the market value of the securities pledged equals or exceeds the related bank balances. Monthly reports are reviewed by the Township's accountant. All collateral is subject to inspection and audit by the Township's Supervisor and the independent auditors.

Independent Audit – Chapter 50, Section 310/2 of the Illinois Revised Statues requires that Townships secure a licensed public accountant to perform an annual audit of accounts. The firm of Tighe, Kress & Orr, PC has performed the audit for the year ended March 31, 2014. Their unqualified opinion on the general purpose financial statements is presented in this report.

#### OTHER INFORMATION

Awards & Acknowledgements – The government received the GFOA's Distinguished Budget Presentation Award for its annual budget document dated March 31, 2013. To qualify for the Distinguished Budget Presentation Award, the government's budget document had to be judged proficient as a policy document, a financial plan, an operations guide and a communications device.

The preparation of this report on a timely basis could not have been accomplished without the efficient and dedicated services of the entire staff. Appreciation is expressed to the Township's employees throughout the organization, especially those employees who were instrumental in the successful completion of this report.

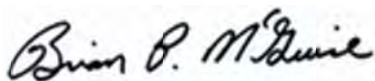
We would like to thank the Hanover Township board and elected officials for their interest and support in planning and conducting the financial operation of the Township in a responsible and progressive manner.

Respectfully submitted,

Brian P. McGuire  
Supervisor

James C. Barr  
Administrator

James R. Howard  
Finance



**Financial Section**

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To the Board of Trustees of  
Hanover Township  
Bartlett, Illinois

### Independent Auditor's Report

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Hanover Township, Bartlett, Illinois as of and for the year ended March 31, 2014, and the related notes to the financial statements, which collectively comprise the Township's basic financial statements as listed in the table of contents.

#### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### **Auditor's Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of Hanover Township, Bartlett, Illinois as of March 31, 2014, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Other Matters**

### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 3-8 and 29-35 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The budgetary comparisons of pages 36-45 and 48-51 have been subjected to the same limited procedures as the required supplementary information. In our opinion, the information is fairly state, in all material respects, in relation to the basic financial statements as a whole.

### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise Hanover Township, Bartlett, Illinois' basic financial statements. The introductory section, combining and individual nonmajor fund financial statements, and the statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The nonmajor combining financial statements and budgetary comparisons on pages 36-51 are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Elgin, Illinois  
June 27, 2014

**Hanover Township  
Management's Discussion and Analysis  
For the Year Ended March 31, 2014**

As the Hanover Township (Township) management we offer readers of the Township's Financial statements this narrative overview and analysis of the financial activities of the Township for the fiscal year ended March 31, 2014. The management of the Township encourages the readers of this financial information presented in conjunction with the financial statements to obtain a better understanding of the Township's financial operations.

**Financial Highlights**

The assets of Hanover Township exceeded its liabilities by \$16,047,095 and \$16,027,524 as of March 31, 2014 and 2013, respectively. The Township's net position increased \$19,571 in fiscal year 2014 as revenues for the year remained relatively flat.

Significant budgetary variances included property tax revenue from the Town Fund and the Mental Health Fund. For each of these accounts, the Township did better on collections than was originally budgeted. Intergovernmental revenue received in the Capital Projects fund was also significantly less than budgeted due to an anticipated grant that was not received. Program revenues and program fees in the Senior Services Fund were both significantly greater than budgeted due to more programs and higher attendance than in previous fiscal years. Finally, legal service fees were significantly greater than budgeted due to unforeseen legal expenses associated with a variety of issues.

During the year the Township received a donation of a park and made payments for improvements of the property. The Township also entered into a lease for office space during the year. See the notes to the financial statements on page 22-24 for more details.

**Overview of the Financial Statements**

This discussion and analysis is intended to serve as an introduction to Hanover Township's basic financial statements. The Township's basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. In addition to the basic financial statements, this report also contains required supplementary information and additional information.

**Government-Wide Financial Analysis**

The government-wide financial statements are prepared using the full accrual basis of accounting and are designed to provide readers with a broad overview of Hanover Township's finances, in a manner similar to private-sector businesses.

(See independent auditor's report.)

**Hanover Township**  
**Management's Discussion and Analysis**  
**For the Year Ended March 31, 2014**

The statement of net position presents financial information on all of Hanover Township's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of Hanover Township is improving or deteriorating.

The statement of activities presents information showing how the Township's net position changed during the most recent fiscal year.

Both of the government-wide financial statements distinguish functions of Hanover Township that are principally supported by property taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover a portion of the costs through user fees and charges.

The governmental activities of Hanover Township include general government, services for youth, seniors, community health, general assistance, mental health, and road and bridge projects.

**Fund Financial Statements**

All of the funds of Hanover Township are governmental funds. The fund financial statements are prepared using the modified accrual basis of accounting. Unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. The fund financial statements report the Township's operations in more detail than the government-wide statements by providing information about the Township's nine funds.

Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and government-wide activities.

**Notes to Financial Statements**

The notes provide information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

**Required Supplementary Information**

In addition to the basic financial statements and the accompanying notes, this report also presents certain required supplementary information concerning Hanover Township's progress in funding its obligation to provide pension benefits to its employees. Additionally, required supplementary information regarding a statement of revenues, expenditures, and changes in fund balance – budget vs. actual for each major fund is presented in this section.

(See independent auditor's report.)

**Hanover Township  
Management's Discussion and Analysis  
For the Year Ended March 31, 2014**

**Financial Analysis**

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Hanover Township, assets exceeded liabilities by \$16,047,095 for the year ended March 31, 2014, which was an increase of \$19,571 from prior year. This increase indicates the financial position of the Township has improved during fiscal year 2014.

A portion of the Township's net position reflects its investment in capital assets of \$8,289,515. The Township uses these capital assets to provide services and consequently these assets are not available to liquidate liabilities or for other spending.

The unrestricted net position balance of \$3,519,818 at March 31, 2014 is available to fund future Township obligations.

Condensed Statement of Net Position

	<u>March 31, 2014</u>	<u>March 31, 2013</u>
Current and Other Assets	\$ 12,028,278	\$ 12,204,720
Capital Assets, Net of Accumulated Depreciation	<u>8,289,515</u>	<u>7,921,832</u>
Total Assets	<u><u>20,317,793</u></u>	<u><u>20,126,552</u></u>
Current Liabilities	3,929,819	3,750,098
Non-Current Liabilities	<u>340,879</u>	<u>348,930</u>
Total Liabilities	<u><u>4,270,698</u></u>	<u><u>4,099,028</u></u>
Net Position		
Invested in Capital Assets	8,289,515	7,926,393
Restricted	4,237,762	4,633,120
Unrestricted	<u>3,519,818</u>	<u>3,468,011</u>
Total Net Position	<u><u>\$ 16,047,095</u></u>	<u><u>\$ 16,027,524</u></u>

(See independent auditor's report.)

**Hanover Township  
Management's Discussion and Analysis  
For the Year Ended March 31, 2014**

Condensed Statement of Activities

	For the Year Ended,	
	March 31, 2014	March 31, 2013
Revenues		
Program Revenues		
Charges for Services	\$ 254,751	\$ 237,397
Operating Grants and Contributions	111,902	99,869
Capital Grants and Contributions	43,781	118,558
General Revenues		
Property Taxes	6,875,494	6,746,699
State Replacement Taxes	66,445	55,745
Interest Income	18,873	18,102
Other	77,253	324,348
Total Revenues	7,448,499	7,600,718
Expenses		
Program Expenses		
Town	2,634,442	2,634,267
Youth Commission	997,654	743,361
Community relations	248,210	90,686
Senior Center	1,681,954	1,468,927
Road & Bridge	551,347	453,594
Mental Health	1,009,692	611,430
Employment service	90,961	-
Home Relief	214,668	110,481
Total Expenses	7,428,928	6,112,746
Change in Net Position	19,571	1,487,972
Net Position		
Beginning of Year, as Originally Stated	16,027,524	14,467,854
Prior Period Adjustment	-	71,698
Beginning of Year, as Restated	16,027,524	14,539,552
End of Year	\$ 16,047,095	\$ 16,027,524

(See independent auditor's report.)



**Hanover Township  
Management's Discussion and Analysis  
For the Year Ended March 31, 2014**

The following is a summary of changes in fund balances for the year ended March 31, 2014:

<u>Governmental Funds</u>	<u>Fund Balance March 31, 2013</u>	<u>Increase (Decrease)</u>	<u>Fund Balance March 31, 2014</u>
Town	\$ 2,530,067	\$ 81,650	\$ 2,611,717
Senior Services	1,238,690	(59,202)	1,179,488
Road and Bridge	1,817,232	(202,609)	1,614,623
Mental Health	811,921	51,044	862,965
Capital Projects	593,205	88,800	682,005
General Assistance	559,396	(164,678)	394,718
Illinois Municipal Retirement	151,041	(31,664)	119,377
Social Security	54,840	11,751	66,591
Vehicle Replacement	698,230	(131,255)	566,975
	<u>\$ 8,454,622</u>	<u>\$ (356,163)</u>	<u>\$ 8,098,459</u>

During the year \$210,000 was transferred from the Town Fund, \$398,208 was transferred from the Road and Bridge Fund, \$210,208 was transferred to the Senior Services Fund, \$85,000 was transferred to the Vehicle Replacement Fund, and \$313,000 was transferred to the Capital Projects Fund.

**Budgetary Highlights**

Expenditures in the General Town Fund of \$3,329,367 were under revenues by \$291,650 and were \$43,186 less than the appropriation of \$3,372,553.

**Capital Assets**

The following is a summary of capital assets, net of accumulated depreciation:

	<u>March 31, 2014</u>	<u>March 31, 2013</u>
Land	\$ 936,041	\$ 786,041
Buildings	5,722,786	5,722,786
Building Improvements	1,754,433	1,643,142
Office Furniture & Equipment	846,249	755,516
Trucks & Equipment	895,362	677,075
Buses	611,019	611,019
Infrastructure	1,942,823	1,584,877
Cost of Capital Assets	<u>12,708,713</u>	<u>11,780,456</u>
Less Accumulated Depreciation	<u>(4,419,198)</u>	<u>(3,858,624)</u>
Net Capital Assets	<u>\$ 8,289,515</u>	<u>\$ 7,921,832</u>

(See independent auditor's report.)

**Hanover Township  
Management's Discussion and Analysis  
For the Year Ended March 31, 2014**

**Description of Current of Expected Conditions**

Currently, management is not aware of any changes in conditions that could have a significant effect on the financial position or results of activities of the Township in the near future.

**Requests for Information**

This financial report is designed to provide a general overview of the Township's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to: Administrator, Hanover Township, 250 S. Route 59, Bartlett, Illinois 60103-1684.

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(See independent auditor's report.)

**Basic Financial Statements**

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**Hanover Township  
Statement of Net Position  
March 31, 2014**

	<u>Governmental Activities</u>
<b>Assets</b>	
Current Assets:	
Cash and investments	\$ 8,382,738
Receivables (net, where applicable of allowances for uncollectibles)	
Taxes	3,644,835
Grants	-
Other	705
Total current assets:	<u>12,028,278</u>
Non-Current Assets:	
Capital assets, not being depreciated	936,041
Capital assets, being depreciated (net of accumulated depreciation)	7,353,474
Total non-current assets:	<u>8,289,515</u>
Total Assets	<u><u>20,317,793</u></u>
<b>Liabilities</b>	
Current Liabilities:	
Accounts payable	135,154
Accrued payroll	207,288
Unearned revenue	3,587,377
Total current liabilities:	<u>3,929,819</u>
Noncurrent liabilities	
Due within one year	190,088
Due in more than one year	150,791
Total non-current liabilities:	<u>340,879</u>
Total Liabilities	<u><u>4,270,698</u></u>
<b>Net Position</b>	
Net position, invested in capital assets	8,289,515
Restricted for	
Senior services	1,179,488
Highways and streets	1,614,623
Mental health	862,965
General assistance	394,718
Retirement benefits	185,968
Unrestricted	<u>3,519,818</u>
Total Net Position	<u><u>\$ 16,047,095</u></u>

See accompanying notes to financial statements.

**Hanover Township  
Statement of Activities  
For the Year Ended March 31, 2014**

Functions/Programs	Expenses	Program Revenues			Net Revenue and Changes in Net Position
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
Governmental Activities					
Town	\$ 2,634,442	\$ 67,226	\$ 11,195	\$ 4,000	\$ (2,552,021)
Youth services	997,654	37,488	83,384	-	(876,782)
Community relations	248,210	-	-	-	(248,210)
Home relief	214,668	-	-	-	(214,668)
Highways and streets	551,346	-	-	-	(551,346)
Mental health	1,009,693	10,110	-	-	(999,583)
Employment service	90,961	-	-	-	(90,961)
Senior center	1,681,954	139,927	17,323	39,781	(1,484,923)
Total Primary Government	<u>\$ 7,428,928</u>	<u>\$ 254,751</u>	<u>\$ 111,902</u>	<u>\$ 43,781</u>	<u>(7,018,494)</u>
General Revenues					
Property taxes					6,875,494
Replacement taxes					66,445
Investment income					18,873
Miscellaneous					77,253
Total General Revenues					<u>7,038,065</u>
Change in Net Position					19,571
Net Position, April 1					16,027,524
Net Position, March 31					<u>\$ 16,047,095</u>

See accompanying notes to financial statements.

**Hanover Township**  
**Balance Sheet - Governmental Funds**  
**March 31, 2014**

	General (Town)	Senior Services	Road and Bridge	Mental Health	Capital Projects	Nonmajor	Total
<b>Assets</b>							
Cash and investments	\$ 2,781,347	\$ 1,223,978	\$ 1,615,807	\$ 889,274	\$ 687,610	\$ 1,184,722	\$ 8,382,738
Receivables (net)							
Taxes	1,793,280	529,413	433,575	542,387	-	346,180	3,644,835
Grants	-	-	-	-	-	-	-
Other	-	-	705	-	-	-	705
Total Assets	<u>\$ 4,574,627</u>	<u>\$ 1,753,391</u>	<u>\$ 2,050,087</u>	<u>\$ 1,431,661</u>	<u>\$ 687,610</u>	<u>\$ 1,530,902</u>	<u>\$ 12,028,278</u>
<b>Liabilities and Fund Balances</b>							
<b>Liabilities</b>							
Accounts payable	\$ 61,207	\$ 21,917	\$ 2,436	\$ 33,169	\$ 3,978	\$ 12,447	\$ 135,154
Accrued payroll	136,655	30,908	6,307	1,711	1,627	30,080	207,288
Unearned revenue	<u>1,765,048</u>	<u>521,078</u>	<u>426,721</u>	<u>533,816</u>	<u>-</u>	<u>340,714</u>	<u>3,587,377</u>
Total Liabilities	<u>1,962,910</u>	<u>573,903</u>	<u>435,464</u>	<u>568,696</u>	<u>5,605</u>	<u>383,241</u>	<u>3,929,819</u>
<b>Fund Balances</b>							
Nonspendable	-	-	-	-	-	-	-
Restricted							
Restricted for senior services	-	1,179,488	-	-	-	-	1,179,488
Restricted for highways and streets	-	-	1,614,623	-	-	-	1,614,623
Restricted for mental health	-	-	-	862,965	-	-	862,965
Restricted for general assistance	-	-	-	-	-	394,718	394,718
Restricted for employee retirement	-	-	-	-	-	185,968	185,968
Committed	-	-	-	-	-	-	-
Assigned							
Assigned for capital projects	-	-	-	-	682,005	-	682,005
Assigned for vehicle replacement	-	-	-	-	-	566,975	566,975
Unassigned	<u>2,611,717</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,611,717</u>
Total Fund Balances	<u>2,611,717</u>	<u>1,179,488</u>	<u>1,614,623</u>	<u>862,965</u>	<u>682,005</u>	<u>1,147,661</u>	<u>8,098,459</u>
Total Liabilities and Fund Balances	<u>\$ 4,574,627</u>	<u>\$ 1,753,391</u>	<u>\$ 2,050,087</u>	<u>\$ 1,431,661</u>	<u>\$ 687,610</u>	<u>\$ 1,530,902</u>	<u>\$ 12,028,278</u>

See accompanying notes to financial statements.

**Hanover Township**  
**Reconciliation of Fund Balances of Governmental**  
**Funds to the Governmental Activities in**  
**the Statement of Net Position**  
**March 31, 2014**

Fund Balances of Governmental Funds	\$ 8,098,459
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and therefore, are not reported in the governmental funds	8,289,515
Compensated absences payable are not due and payable in the current period and therefore, are not reported in governmental funds	<u>(340,879)</u>
Net Position of Governmental Activities	<u><u>\$ 16,047,095</u></u>

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**Hanover Township**  
**Statement of Revenues, Expenditures,**  
**and Changes in Fund Balances - Governmental Funds**  
**For the Year Ended March 31, 2014**

	General (Town)	Senior Services	Road and Bridge	Mental Health	Capital Projects	Nonmajor	Total
<b>Revenues</b>							
Taxes	\$ 3,406,046	\$ 1,002,998	\$ 837,305	\$ 1,034,834	\$ -	\$ 660,756	\$ 6,941,939
Program revenue	-	139,927	-	-	-	-	139,927
Donations	-	3,247	-	-	223,000	-	226,247
Passport fees	56,726	-	-	-	-	-	56,726
Rental income	10,500	-	-	10,110	-	-	20,610
Youth commission	120,872	-	-	-	-	-	120,872
Intergovernmental	-	53,857	-	-	4,000	11,195	69,052
Investment income	9,044	1,405	5,431	978	-	2,015	18,873
Miscellaneous	17,829	28,151	2,592	10,469	-	18,212	77,253
<b>Total Revenues</b>	<u>3,621,017</u>	<u>1,229,585</u>	<u>845,328</u>	<u>1,056,391</u>	<u>227,000</u>	<u>692,178</u>	<u>7,671,499</u>
<b>Expenditures</b>							
Town	1,989,685	-	-	-	-	562,256	2,551,941
Youth services	1,000,458	-	-	-	-	-	1,000,458
Community relations	244,699	-	-	-	-	-	244,699
Home relief	-	-	-	-	-	214,668	214,668
Highways and streets	-	-	620,300	-	-	-	620,300
Mental health	-	-	-	1,005,347	-	-	1,005,347
Senior center	-	1,498,995	-	-	-	-	1,498,995
Employment services	-	-	-	-	-	90,961	90,961
Capital outlay	94,525	-	29,429	-	451,200	225,139	800,293
<b>Total Expenditures</b>	<u>3,329,367</u>	<u>1,498,995</u>	<u>649,729</u>	<u>1,005,347</u>	<u>451,200</u>	<u>1,093,024</u>	<u>8,027,662</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>291,650</u>	<u>(269,410)</u>	<u>195,599</u>	<u>51,044</u>	<u>(224,200)</u>	<u>(400,846)</u>	<u>(356,163)</u>
<b>Other Financing Sources (Uses)</b>							
Transfers in	-	328,208	-	-	313,000	85,000	726,208
Transfers out	(210,000)	(118,000)	(398,208)	-	-	-	(726,208)
<b>Total Other Financing Sources (Uses)</b>	<u>(210,000)</u>	<u>210,208</u>	<u>(398,208)</u>	<u>-</u>	<u>313,000</u>	<u>85,000</u>	<u>-</u>
<b>Net Change in Fund Balances</b>	81,650	(59,202)	(202,609)	51,044	88,800	(315,846)	(356,163)
<b>Fund Balances, April 1</b>	<u>2,530,067</u>	<u>1,238,690</u>	<u>1,817,232</u>	<u>811,921</u>	<u>593,205</u>	<u>1,463,507</u>	<u>8,454,622</u>
<b>Fund Balances, March 31</b>	<u>\$ 2,611,717</u>	<u>\$ 1,179,488</u>	<u>\$ 1,614,623</u>	<u>\$ 862,965</u>	<u>\$ 682,005</u>	<u>\$ 1,147,661</u>	<u>\$ 8,098,459</u>

See accompanying notes to financial statements.



**Hanover Township**  
**Reconciliation of the Governmental Funds**  
**Statement of Revenues, Expenditures, and Changes**  
**in Fund Balances to the Governmental Activities**  
**in the Statement of Activities**  
**For the Year Ended March 31, 2014**

Net Change in Fund Balances - Total Governmental Funds \$ (356,163)

Amounts reported for governmental activities in the statement of activities are different because:

Governmental funds report capital outlays as expenditures; however, they are capitalized in the statement of activities 928,257

Depreciation expense does not require the use of current financial resources and therefore, are not reported as expenditures in governmental funds (560,573)

The increase in the compensated absences liability is shown as an increase of expense on the statement of activities 8,050

Changes in Net Position of Governmental Activities \$ 19,571

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**Hanover Township**  
**Notes to Financial Statements**  
**For the Year Ended March 31, 2014**

**Note 1 – Summary of Significant Accounting Policies**

Hanover Township (the Township) operates under a Board of Trustees form of government and provides the following services: general assistance, road and bridge, assessment of properties, general administrative services, services for youth, seniors, community health, and mental health.

The financial statements of the Township have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP), as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the Township's accounting policies are described below.

**Reporting Entity**

The Township is a municipal corporation governed by an elected board. As required by GAAP, these financial statements present the Township (the primary government). At March 31, 2014, there were no entities that would be considered a component unit of the Township. Also, the Township is not considered a component unit of any other governmental entity.

**Basis of Presentation – Fund Accounting**

The accounts of the Township are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balances, revenues and expenditures or expenses as appropriate. Government resources are allocated to and accounted for in individual funds based on the purposes for which they are to be spent and the means by which spending activities are controlled. Funds are classified into the following category: governmental.

Governmental funds are used to account for all or most of the Township's general activities, including the collection and disbursement of restricted or committed monies (special revenue funds), the funds committed, restricted or assigned for the acquisition or construction of capital assets (capital projects funds) and the funds committed, restricted or assigned for the servicing of long-term debt (debt service funds). The General (Town) Fund is used to account for all activities of the Township not accounted for in some other fund.

**Government-Wide and Fund Financial Statements**

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the Township. The effect of material interfund activity has been eliminated from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities (if any), which rely to a significant extent on fees and charges for support.

**Hanover Township**  
**Notes to Financial Statements**  
**For the Year Ended March 31, 2014**

**Note 1 – Summary of Significant Accounting Policies (continued)**

The statement of activities demonstrates the degree to which the direct expenses of a given function, segment, or program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include (1) charges to customers or applicants who purchase, use or directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

The Township reports the following major governmental funds:

General (Town) Fund – The General (Town) Fund accounts for the resources traditionally associated with the Township’s operations that are not required legally or by sound financial management to be accounted for in another fund.

Senior Services Fund – The Senior Services Fund (special revenue) accounts for revenues restricted for services and programs for seniors. Major sources of revenue include property taxes, grants, and program income.

Road and Bridge Fund – The Road and Bridge Fund accounts for revenues restricted to finance the maintenance and construction of the Township’s roads and bridges. Major sources of revenue include property taxes, replacement taxes, and permits and fees income.

Mental Health Fund – The Mental Health Fund (special revenue) accounts for revenues restricted for services and programs in the areas of mental health, developmental disabilities and alcohol and substance abuse. Major sources of revenue include property taxes, replacement taxes, rental income, and program revenue.

Capital Projects Fund – The Capital Projects Fund accounts for revenues assigned for the acquisition and/or construction of capital assets.

**Hanover Township**  
**Notes to Financial Statements**  
**For the Year Ended March 31, 2014**

**Note 1 – Summary of Significant Accounting Policies (continued)**

Measurement Focus, Basis of Accounting and Basis of Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred. Property taxes are recognized as revenues in the year for which they are levied (i.e., intended to finance). Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual (i.e., both measurable and available). “Measurable” means the amount of the transaction can be determined and “available” means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. The Township considers revenues to be available if they are collected within 60 days of the end of the current fiscal year. Expenditures are recorded when the related fund liability is incurred.

Those revenues susceptible to accrual are property taxes, interest revenue, and charges for services. Donations are not susceptible to accrual because generally they are not measurable until received in cash.

The Township reports unearned revenue on its financial statements. Unearned revenues arise when a potential revenue does not meet both the measurable and available or earned criteria for recognition in the current period. Unearned revenues also arise when resources are received by the Township before it has a legal claim to them as when grant monies are received prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met or when the Township has a legal claim to the resources, the liability for unearned revenue is removed from the financial statements and revenue is recognized.

Cash and Investments

Cash consists of demand deposits. Investments are stated at fair value, except for nonnegotiable certificates of deposit and investments with a maturity of less than one year at date of purchase which are stated at cost.

Capital Assets

Capital assets, which include property, plant, equipment and certain intangible assets are reported in the applicable governmental activities columns in the government-wide financial statements. Capital assets are defined by the Township as assets with an estimated useful life in excess of one year and an initial individual cost of more than \$2,500. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair value at the date of donation.

**Hanover Township**  
**Notes to Financial Statements**  
**For the Year Ended March 31, 2014**

**Note 1 – Summary of Significant Accounting Policies (continued)**

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Property, plant and equipment are depreciated using the straight-line method over the following estimated useful lives:

<u>Asset</u>	<u>Years</u>
Buildings	30
Building improvements	5-20
Vehicles	7-20
Infrastructure	7-20
Furniture and equipment	5-10

**Prepaid Items/Expenses**

Payments made to vendors for services that will benefit periods beyond the date of this report are recorded as prepaid items/expenses.

**Compensated Absences**

Vested or accumulated vacation and sick leave are reported as an expenditure and a fund liability of the governmental fund that will pay out once retirement or separation has occurred. Vested or accumulated vacation and sick leave of governmental activities are recorded as an expense and liability as the benefits accrue to employees.

**Interfund Transactions**

Interfund services are accounted for as revenues or expenditures. Transactions that constitute reimbursements to a fund for expenditures initially made from it that are properly applicable to another fund are recorded as expenditures in the reimbursing fund and as reductions of expenditures in the fund that is reimbursed.

All other interfund transactions, except interfund services and reimbursements, are reported as transfers.

**Long-Term Obligations**

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities. Bond premiums and discounts, as well as gains (losses) on refunding's, are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as expenditures in the year of issuance.

**Hanover Township**  
**Notes to Financial Statements**  
**For the Year Ended March 31, 2014**

**Note 1 – Summary of Significant Accounting Policies (continued)**

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received are reported as expenditures.

**Fund Balances/Net Position**

In the fund financial statements, governmental funds report nonspendable fund balance for amounts that are either not in spendable form or legally or contractually required to be maintained intact. Restrictions of fund balance are reported for amounts constrained by legal restrictions from outside parties for use for a specific purpose, or externally imposed by outside entities. None of the restricted fund balance result from enabling legislation adopted by the Township. Committed fund balance is constrained by formal actions of the Township's Board of Trustees, which is considered the Township's highest level of decision making authority. Formal actions include resolutions and ordinances approved by the Board. Formal action is required to be taken to establish, modify, or rescind a fund balance commitment. Assigned fund balance represents amounts constrained by the Township's intent to use them for a specific purpose. The authority to assign fund balance has been delegated to the Supervisor through the budget process and approved fund balance policy of the Township. Any residual fund balance in the General Fund is reported as unassigned.

The Township's flow of funds assumption prescribes that the funds with the highest level of constraint are expended first. If restricted or unrestricted funds are available for spending, the restricted funds are spent first. Additionally, if different levels of unrestricted funds are available for spending, the Township considers committed funds to be expended first followed by assigned and then unassigned funds.

**Accounting Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statement and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

**Hanover Township**  
**Notes to Financial Statements**  
**For the Year Ended March 31, 2014**

**Note 2 – Deposits and Investments**

The Township’s investment policy authorizes the Township to invest in all investments allowed by Illinois Compiled Statutes (ILCS). These include deposits/investments in insured commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. agencies, insured credit union shares, money market mutual funds with portfolios of securities issued or guaranteed by the United States or agreements to repurchase these same obligations, repurchase agreements, short-term commercial paper rated within the three highest classifications by at least two standard rating services, Illinois Funds (created by the Illinois State Legislature under the control of the State Comptroller that maintains a \$1 per share value which is equal to the participants fair value), and the Illinois Metropolitan Investment Fund (IMET), a not-for-profit investment trust formed pursuant to the Illinois Municipal Code and managed by a Board of Trustees elected from the participating members. IMET is not registered with the SEC as an investment company. Investments in IMET are valued at IMET’s share price, the price for which the investment could be sold. The Township’s investment policy does limit its deposits to financial institutions that are members of the FDIC system and are capable of posting collateral for amounts in excess of FDIC insurance.

It is the policy of the Township to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Township and conforming to all state and local statutes governing the investment of public funds, using the “prudent person” standard for managing the overall portfolio. The primary objectives of the policy are, in order of priority, legality, safety of principal, liquidity and rate of return.

Deposits with Financial Institutions

Custodial credit risk for deposits with financial institutions is the risk that in the event of bank failure, the Township’s deposits may not be returned to it. The Township’s investment policy requires pledging of collateral for all bank balances in excess of federal depository insurance, at an amount not less than 110% of the fair market value of the funds secured, with the collateral held by the Township, an independent third party, or the Federal Reserve Bank of Chicago. As of March 31, 2014, the Township had \$5,301,486 in pledged securities. Due to the second installment of property taxes from Cook County being received in March, the Township’s deposits are collateralized or insured at 99% of fair market value, which is not in accordance with the Township’s investment policy. Accordingly, in subsequent months collateral levels fall back within policy as property tax monies are expensed.

Investments

The following table presents the investments and maturities of the Township’s debt securities as of March 31, 2014:

Investment Type	Fair Value	Investment Maturities in Years			
		Less than 1	1-5	6-10	Greater than 10
Negotiable CDs	\$ 2,935,159	\$ 2,935,159	\$ -	\$ -	\$ -
Total	\$ 2,935,159	\$ 2,935,159	\$ -	\$ -	\$ -

**Hanover Township**  
**Notes to Financial Statements**  
**For the Year Ended March 31, 2014**

**Note 2 – Deposits and Investments (continued)**

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. In accordance with its investment policy, the Township limits its exposure to interest rate risk by structuring the portfolio to provide liquidity for short and long-term cash flow needs while providing a reasonable rate of return based on the current market.

Credit risk is the risk that the issuer of a debt security will not pay its par value upon maturity. The Township limits its exposure to credit risk by requiring investments primarily in negotiable CDs. The negotiable CDs are not rated.

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to the investment, the Township will not be able to recover the value of its investments that are in possession of an outside party. To limit its exposure, the Township's investment policy requires all security transactions that are exposed to custodial credit risk to be processed on a delivery versus payment (DVP) basis with the underlying investments held by an independent third party custodian and evidenced by safekeeping receipts and a written custodial agreement.

Concentration of credit risk is the risk that the Township has a high percentage of its investments invested in one type of investment. The Township's investment policy requires diversification of investments to avoid unreasonable risk. No financial institution shall hold more than 33% of the Township's investment portfolio, exclusive of any securities held in safekeeping.

**Note 3 – Receivables – Taxes**

Property taxes for 2013 attach as an enforceable lien on January 1, 2013, on property values assessed as of the same date. Taxes are levied by December of the subsequent fiscal year (by passage of a Tax Levy Ordinance). Tax bills are prepared by the County and issued on or about February 1, 2014 and are payable in two installments, on or about March 1, 2014 and October 1, 2014. The County collects such taxes and remits them periodically. The allowance for uncollectible taxes has been stated at 0.5% of the tax levy to reflect actual collection experience. Property tax receivable balances in the financial statements appear net of this allowance.

The 2014 tax levy, which attached as an enforceable lien on property as of January 1, 2014, has not been recorded as a receivable as of March 31, 2014 as the tax has not yet been levied by the Township and will not be levied until December 2014 and, therefore, the levy is not measurable at March 31, 2014.



**Hanover Township**  
**Notes to Financial Statements**  
**For the Year Ended March 31, 2014**

**Note 4 – Capital Assets**

Capital asset activity for the year ended March 31, 2014 was as follows:

	<u>Balance,</u> <u>April 1</u>	<u>Increases</u>	<u>Decreases</u>	<u>Balance,</u> <u>March 31</u>
Governmental Activities				
Capital assets not being depreciated				
Land	\$ 786,041	\$ 150,000	\$ -	\$ 936,041
Total capital assets not being depreciated	<u>786,041</u>	<u>150,000</u>	<u>-</u>	<u>936,041</u>
Capital assets being depreciated				
Buildings	5,722,786	-	-	5,722,786
Building improvements	1,643,142	111,291	-	1,754,433
Office furniture and equipment	755,516	90,733	-	846,249
Trucks and equipment	677,075	218,287	-	895,362
Buses	611,019	-	-	611,019
Infrastructure	1,584,877	357,946	-	1,942,823
Total capital assets being depreciated	<u>10,994,415</u>	<u>778,257</u>	<u>-</u>	<u>11,772,672</u>
Less accumulated depreciation for				
Buildings	1,454,287	191,088	-	1,645,375
Building improvements	426,873	165,049	-	591,922
Office furniture and equipment	623,923	32,398	-	656,321
Trucks and equipment	494,613	43,084	-	537,697
Buses	445,732	35,298	-	481,030
Infrastructure	413,196	93,657	-	506,853
Total accumulated depreciation	<u>3,858,624</u>	<u>560,574</u>	<u>-</u>	<u>4,419,198</u>
Total capital assets being depreciated, net	<u>7,135,791</u>	<u>217,683</u>	<u>-</u>	<u>7,353,474</u>
Governmental Activities				
Capital Assets, Net	<u>\$ 7,921,832</u>	<u>\$ 367,683</u>	<u>\$ -</u>	<u>\$ 8,289,515</u>

**Hanover Township**  
**Notes to Financial Statements**  
**For the Year Ended March 31, 2014**

**Note 4 – Capital Assets (continued)**

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities	Depreciation
Town	\$ 280,729
Highways and Streets	124,234
Mental Health	3,425
Senior Center	152,185
Total Governmental Activities	560,573

**Note 5 – Risk Management**

The Township is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; employees' health; and natural disasters.

The Township purchases commercial insurance to cover all risks. The amount of coverage has not decreased and the amount of settlements has not exceeded commercial insurance coverage for the past three fiscal years.

**Note 6 – Long-Term Debt**

The compensated absences currently outstanding are as follows:

	Fund Debt Retired by	Balance, June 1	Additions	Reductions	Balance, May 31	Due Within One Year
Compensated absences	General	\$ 348,930	\$ 256,973	\$ 265,024	\$ 340,879	\$ 190,088
Total		\$ 348,930	\$ 256,973	\$ 265,024	\$ 340,879	\$ 190,088

Compensated absences are liquidated by the fund in which the liability is incurred. For the year ended March 31, 2014, the two funds with the largest portion of the liability are the General and Senior Services funds.

**Hanover Township**  
**Notes to Financial Statements**  
**For the Year Ended March 31, 2014**

**Note 7 – Lease Commitments**

During May 2013, the Township entered into a ten year lease agreement for office space located at 1535 Burgundy Parkway, Streamwood, IL with a related party. The lease requires an annual rental payment of \$10,000. The expense for the year ended March 31, 2014 was \$10,000.

During December 2011, the Township entered into an agreement to lease buses at a rate of \$100 per month per vehicle. The agreement can be changed by either party with 30 days written notice. This is treated as a monthly expense and is not figured into the below future minimum operating lease amounts.

The following is a schedule of future minimum lease payments (FMLP) required in the above leases as of March 31, 2014:

<u>March 31,</u>	<u>FMLP</u>
2015	\$ 10,000
2016	10,000
2017	10,000
2018	10,000
2019	10,000
Thereafter	<u>40,000</u>
Total	<u>\$ 90,000</u>

**Note 8 – License Revenue**

The Township has entered into non-exclusive license agreements during the year. Agency licensees take part in a network to promote a comprehensive approach to the betterment of each client along with other license agencies. Licensees are granted use of space and other resources for their fee.

The following is a schedule of future minimum license revenues (FMLR) required from these agreements as of March 31, 2014:

<u>March 31,</u>	<u>FMLR</u>
2015	\$ 6,300
2016	-
2017	-
2018	-
2019	-
Thereafter	-
Total	<u>\$ 6,300</u>

**Hanover Township**  
**Notes to Financial Statements**  
**For the Year Ended March 31, 2014**

**Note 9 – Related Party**

The Township is a related party with regards to its rental payments. The agency that the Township rents office space from is a related party. See Note 7 for more detail on leases.

**Note 10 – Motor Fuel Tax Funds**

Every year the Township receives an allotment of Motor Fuel Tax (MFT) money from the State of Illinois. This money is disbursed by the state to Cook County where it is held for pending projects approved by the Hanover Township’s Highway Commissioner. When the projects are approved by management, payment and account for the projects are done through Cook County. These funds are not reflected in the financial statements of the Township.

**Note 11 – Interfund Activity**

Transfers In (Out)

Individual fund transfers are as follows:

	Transfers In	Transfers Out
General (Town)	\$ -	\$ 210,000
Senior Services	328,208	118,000
Road and Bridge	-	398,208
Capital Projects	313,000	-
Nonmajor Governmental	85,000	-
Total	\$ 726,208	\$ 726,208

The purpose of significant transfers during the year is as follows:

\$195,000 transferred from the General (Town) to the Capital projects fund and \$15,000 transferred from the General (Town) Fund to the nonmajor governmental funds was to use unrestricted revenues collected in the Town fund to finance various programs accounted for in other funds in accordance with budgetary authorizations. \$328,208 transferred from the Road and Bridge Fund to the Senior Services Fund was to be spent for direct costs of senior citizen transportation programs pursuant to 605 ILCS 5/6-131, 60 ILCS 1/85-13 and ILCS 1/220-10. \$70,000 transferred from the Road and Bridge Fund to the nonmajor governmental funds was to be spent for direct costs of senior citizen transportation. \$118,000 transferred from the Senior Services Fund to the Capital Projects Fund to finance capital projects.

**Hanover Township**  
**Notes to Financial Statements**  
**For the Year Ended March 31, 2014**

**Note 12 – Expenditures Over Budget**

For the year ending March 31, 2014, some line-item expenditures exceeded appropriations. In the General (Town) Fund, expenditures for legal services exceeded appropriations by \$98,067. This was due to higher than anticipated legal needs. In the Senior Services Fund, expenditures for programming exceeded appropriations by \$51,608. This was because the Senior Center was able to put on more programs than previous fiscal years. These over-expenditures were funded by the reduction of expenses in other areas.

**Note 13 – Retirement Fund Commitments**

**Illinois Municipal Retirement Fund**

**Plan Description**

The Township's defined benefit pension plan for Regular employees provides retirement and disability benefits, post retirement increases, and death benefits to plan members and beneficiaries. The Township's plan is affiliated with the Illinois Municipal Retirement Fund (IMRF), an agent multiple-employer plan. Benefit provisions are established by statute and may only be changed by the General Assembly of the State of Illinois. IMRF issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained on-line at [www.imrf.org](http://www.imrf.org).

**Funding Policy**

As set by statute, the Township's Regular plan members are required to contribute 4.50% of their annual covered salary. The statute requires the Township to contribute the amount necessary, in addition to member contributions, to finance the retirement coverage of its own employees. The Township's annual required contribution rate for calendar year 2013 was 11.22%. The Township also contributes for disability benefits, death benefits and supplemental retirement benefits, all of which are pooled at the IMRF level. Contribution rates for disability and death benefits are set by the IMRF Board of Trustees, while the supplemental retirement benefits rate is set by statute.

**Annual Pension Cost**

The required contribution for calendar year 2013 was \$332,748.

Calendar Year Ending	Annual Pension Cost (APC)	Percentage of APC Contributed	Net Pension Obligation (NPO)
12/31/2013	\$ 332,748	100.00%	\$ -
12/31/2012	316,449	100.00%	-
12/31/2011	301,834	100.00%	-

**Hanover Township**  
**Notes to Financial Statements**  
**For the Year Ended March 31, 2014**

**Note 13 – Retirement Fund Commitments (continued)**

The required contribution for 2013 was determined as part of the December 31, 2011, actuarial valuation using the entry age normal actuarial cost method. The actuarial assumptions at December 31, 2011 included (a) 7.5% investment rate of return (net of administrative and direct investment expenses), (b) projected salary increases of 4.00% per year, attributable to inflation, (c) additional projected salary increases ranging from 0.4% to 10% per year depending on age and service, attributable to seniority/merit, and (d) post retirement benefit increases of 3% annually. The actuarial value of the Township's Regular plan assets was determined using techniques that spread the effects of short-term volatility in the market value of investments over a five-year period with a 20% corridor between the actuarial and market value of assets. The Township's Regular plan's unfunded actuarial accrued liability at December 31, 2011 is being amortized as a level percentage of projected payroll on an open 30 year basis.

**Funded Status and Funding Progress**

As of December 31, 2013, the most recent actuarial valuation date, the Regular plan was 79.84 percent funded. The actuarial accrued liability for benefits was \$4,232,029 and the actuarial value of assets was \$3,378,696, resulting in an underfunded actuarial accrued liability (UAAL) of \$853,333. The covered payroll for calendar year 2013 (annual payroll of active employees covered by the plan) was \$2,965,664 and the ratio of the UAAL to the covered payroll was 29 percent.

The schedule of funding progress, presented as RSI following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liability for benefits.

**Note 14 – Other Postemployment Benefits**

The Township has evaluated its potential other postemployment benefits liability. The Township provides continued health insurance coverage at the active employer rate to all eligible employees in accordance with Illinois statutes, which creates an implicit subsidy of retiree health insurance. Former employees who choose to retain their rights to health insurance through the Township are required to pay 100% of the current premium.

Two former employees have chosen to stay in the Township's health insurance plan; however, the Township has deemed the effect of their participation to be immaterial and believes that the implicit subsidy would not have a material impact on the financial statements taken as a whole. Additionally, the Township had no former employees for which the Township was providing an explicit subsidy and no current employees with agreements for future explicit subsidies upon retirement. Therefore, the Township has not recorded any postemployment benefit liability as of March 31, 2014.

**Hanover Township  
Notes to Financial Statements  
For the Year Ended March 31, 2014**

**Note 15 – Date of Management’s Review**

Subsequent events have been evaluated through the date of this report. It was concluded that there are no subsequent events required to be disclosed.

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**Required Supplementary Information**

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**Hanover Township**  
**Schedule of Revenues, Expenditures,**  
**and Changes in Fund Balance - Budget and Actual**  
**General (Town) Fund**  
**For the Year Ended March 31, 2014**

	<u>Original and Final Budget</u>	<u>Actual</u>
Revenues		
Property taxes	\$ 3,297,992	\$ 3,380,429
State replacement taxes	26,500	25,617
Investment income	5,000	9,044
Passport fees	41,250	56,726
Rental income	500	10,500
Youth Commission	109,500	120,872
Miscellaneous	13,701	17,829
Total revenues	<u>3,494,443</u>	<u>3,621,017</u>
Expenditures		
Current		
Town	2,014,615	1,989,685
Youth services	1,022,488	1,000,458
Community relations	245,450	244,699
Capital outlay	90,000	94,525
Total expenditures	<u>3,372,553</u>	<u>3,329,367</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>121,890</u>	<u>291,650</u>
Other Financing Sources (Uses)		
Transfers in	-	-
Transfers (out)	<u>(210,000)</u>	<u>(210,000)</u>
Total other financing sources (uses)	<u>(210,000)</u>	<u>(210,000)</u>
Net Change in Fund Balance	<u><u>\$ (88,110)</u></u>	81,650
Fund Balance, April 1		<u>2,530,067</u>
Fund Balance, March 31		<u><u>\$ 2,611,717</u></u>

(The accompanying notes are an integral part of the financial statements.)

**Hanover Township**  
**Schedule of Revenues, Expenditures,**  
**and Changes in Fund Balance - Budget and Actual**  
**Senior Services Fund**  
**For the Year Ended March 31, 2014**

	<u>Original and Final Budget</u>	<u>Actual</u>
Revenues		
Property taxes	\$ 978,500	\$ 1,002,998
Program revenue	73,000	139,927
Donations	500	3,247
Intergovernmental	44,650	53,857
Investment income	1,500	1,405
Miscellaneous	<u>35,900</u>	<u>28,151</u>
Total revenues	<u>1,134,050</u>	<u>1,229,585</u>
Expenditures		
Senior center		
Administration	779,600	754,401
Social services	160,000	202,362
Transportation	<u>567,650</u>	<u>542,232</u>
Total expenditures	<u>1,507,250</u>	<u>1,498,995</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(373,200)</u>	<u>(269,410)</u>
Other Financing Sources (Uses)		
Transfers in	328,200	328,208
Transfers (out)	<u>(118,000)</u>	<u>(118,000)</u>
Total other financing sources (uses)	<u>210,200</u>	<u>210,208</u>
Net Change in Fund Balance	<u>\$ (163,000)</u>	(59,202)
Fund Balance, April 1		<u>1,238,690</u>
Fund Balance, March 31		<u>\$ 1,179,488</u>

(The accompanying notes are an integral part of the financial statements.)

**Hanover Township**  
**Schedule of Revenues, Expenditures,**  
**and Changes in Fund Balance - Budget and Actual**  
**Road and Bridge Fund**  
**For the Year Ended March 31, 2014**

	Original and Final Budget	Actual
Revenues		
Taxes		
Property taxes	\$ 792,375	\$ 811,944
Replacement taxes	16,000	25,361
Investment income	15,000	5,431
Miscellaneous	2,350	2,592
Total revenues	825,725	845,328
Expenditures		
Highway and street maintenance		
Maintenance of roads	900,648	506,537
Administration	144,210	113,763
Total highway and street maintenance	1,044,858	620,300
Capital outlay	1,123,540	29,429
Total expenditures	2,168,398	649,729
Excess (Deficiency) of Revenues Over Expenditures	(1,342,673)	195,599
Other Financing Sources (Uses)		
Transfers (out)	(398,200)	(398,208)
Total other financing sources (uses)	(398,200)	(398,208)
Net Change in Fund Balance	\$ (1,740,873)	(202,609)
Fund Balance, April 1		1,817,232
Fund Balance, March 31		\$ 1,614,623

(The accompanying notes are an integral part of the financial statements.)

**Hanover Township**  
**Schedule of Revenues, Expenditures,**  
**and Changes in Fund Balance - Budget and Actual**  
**Mental Health Fund**  
**For the Year Ended March 31, 2014**

	Original and Final Budget	Actual
Revenues		
Taxes		
Property taxes	\$ 996,000	\$ 1,023,234
Replacement taxes	12,000	11,600
Investment income	1,500	978
Rental income	10,000	10,110
Miscellaneous	15,000	10,469
Total revenues	1,034,500	1,056,391
Expenditures		
Mental Health		
Service contracts/grants by agency	1,000,000	882,135
Administration occupancy expenses	98,150	79,861
Building occupancy expenses	45,000	43,351
Total expenditures	1,143,150	1,005,347
Net Change in Fund Balance	\$ (108,650)	51,044
Fund Balance, April 1		811,921
Fund Balance, March 31		\$ 862,965

(The accompanying notes are an integral part of the financial statements.)

**Hanover Township**  
**Schedule of Funding Progress**  
**Illinois Municipal Retirement Fund**  
**For the Year Ended March 31, 2014**

Actuarial Valuation Date <u>December 31</u>	(1) Actuarial Value of Plan Assets	(2) Actuarial Liability (AAL) Entry-Age	(3) Funded Ratio (1) / (2)	(4) Unfunded (Overfunded) AAL (UAAL) (OAAL) (2) - (1)	(5) Annual Covered Payroll	(6) UAAL as a Percentage of Covered Payroll (4) / (5)
2007	\$ 2,030,203	\$ 2,579,133	78.72%	\$ 548,930	\$ 1,982,402	27.69%
2008	1,309,058	2,586,072	50.62%	1,277,014	2,372,847	53.82%
2009	1,694,343	2,791,697	60.69%	1,097,354	2,435,120	45.06%
2010	2,099,835	3,180,181	66.03%	1,080,346	2,525,381	42.78%
2011	2,441,503	3,525,011	69.26%	1,083,508	2,615,543	41.43%
2012	3,032,645	3,994,441	75.92%	961,796	2,775,871	34.65%
2013	3,378,696	4,232,029	79.84%	853,333	2,965,664	28.77%

Information for years preceding December 31, 2007 is not available.

(The accompanying notes are an integral part of the financial statements.)

**Hanover Township  
Schedule of Employer Contributions  
Illinois Municipal Retirement Fund  
For the Year Ended March 31, 2014**

<u>Fiscal Year</u>	<u>Employer Contributions</u>	<u>Annual Required Contribution (ARC)</u>	<u>Percentage Contributed</u>
2008	\$ 207,287	\$ 207,287	100.00%
2009	259,950	259,950	100.00%
2010	257,520	257,520	100.00%
2011	288,557	288,557	100.00%
2012	314,722	314,722	100.00%
2013	316,449	316,449	100.00%
2014	332,748	332,748	100.00%

Information for fiscal years preceding March 31, 2008 is not available.

**Hanover Township**  
**Notes to Required Supplementary Information**  
**For the Year Ended March 31, 2014**

**Note 1 – Summary of Significant Accounting Policies**

Budgets are adopted on a basis consistent with GAAP. Annual appropriated budgets are adopted (at the fund level) for the general, special revenue, and capital projects funds. The annual appropriated budget is legally enacted and provides for a legal level of control at the fund level. All annual appropriations lapse at fiscal year end.

The budget is prepared by fund, function, and activity, and includes information on the past year, current year estimates, and requested appropriations for the next fiscal year.

The proposed budget is presented to the governing body for review. The governing body holds public hearings and may add to, subtract from, or change appropriations, but may not change the form of the budget.

The budget may be amended by the governing body.

Expenditures may not legally exceed budgeted appropriations at the fund level. During the year, no funds exceeded the legal level of control.

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**Combining and Individual Fund Financial Statements and Schedules**

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**Hanover Township**  
**Schedule of Expenditures - Budget and Actual**  
**General (Town) Fund**  
**For the Year Ended March 31, 2014**

	<u>Original and</u>	<u>Actual</u>
Town		
Compensation of officials	\$ 98,802	\$ 98,802
Town Hall Administration		
Collector's office	1	-
Community affairs	8,000	11,073
Consulting	8,000	4,825
Education and training	18,000	17,799
Emergency contingency fund	20,000	-
Facility lease	20,000	20,000
Financial administration	60,343	60,343
Health insurance	33,125	39,525
Dental, vision & life insurance	1,925	2,432
Unemployment	5,515	5,641
IMRF expense	22,000	7,873
FICA expense	11,000	8,814
Memberships, subscriptions, and publications	8,000	14,314
Miscellaneous	10,000	9,624
Office supplies	5,500	3,907
Postage	2,750	3,690
Pre-employment charges	750	1,522
Town Office salaries	275,200	284,690
Printing	4,000	6,950
Committee on youth	3,300	1,679
Environmental sustainability	1,500	349
Travel expenses	4,000	3,610
	<u>522,909</u>	<u>508,660</u>
Town Hall		
Equipment rental	2,600	2,335
Internet access	1,800	1,642
Telephone	25,000	33,957
Utilities	21,000	18,784
	<u>50,400</u>	<u>56,718</u>
Legal and Audit		
Auditing	13,000	8,400
Legal services	70,000	168,067
	<u>83,000</u>	<u>176,467</u>
Insurance and Employee Benefits		
Employee assistance program	1,600	1,451
Employee wellness	10,000	6,997
Flex Plan	4,000	3,657
General insurance	95,000	83,333

(Continued)

**Hanover Township**  
**Schedule of Expenditures - Budget and Actual (Continued)**  
**General (Town) Fund**  
**For the Year Ended March 31, 2014**

	Original and Final Budget	Actual
Town (Continued)		
Insurance and employee benefits (Continued)		
Health savings account	\$ 3,000	\$ 1,200
Total insurance and employee benefits	<u>113,600</u>	<u>96,638</u>
Pantry		
Salaries	55,894	60,434
Utilities	7,500	7,407
Health Insurance	20,075	14,506
Dental, Vision & Life Insurance	1,250	954
Unemployment	1,535	1,273
IMRF Expense	3,000	2,260
FICA Expense	1,750	1,364
Total pantry	<u>91,004</u>	<u>88,198</u>
Veteran's Affairs		
Salaries	20,000	19,567
Travel expense	100	-
Supplies	100	93
Unemployment	800	631
IMRF expense	1,100	-
FICA expense	600	613
Total veteran's affairs	<u>22,700</u>	<u>20,904</u>
Assessor's Office		
Dues, subscriptions, and publications	2,750	3,358
Equipment purchases	3,500	1,924
Health Insurance	19,000	14,370
Dental, Vision & Life Insurance	1,850	1,768
Unemployment	3,250	2,464
IMRF Expense	7,000	5,926
FICA Expense	3,700	4,228
Miscellaneous	1,200	1,424
Communications	1,000	25
Office supplies	4,500	4,412
Printing	1,250	1,241
Professional services	1,000	340
Salaries	115,000	118,573
Training	3,500	2,680
Travel expense	3,300	1,237
Total assessor's office	<u>171,800</u>	<u>163,970</u>
Town Facilities and Maintenance		
Building contracts	13,500	11,543
Building maintenance - Elgin	1,300	1,312
Building maintenance - Astor	2,500	828
Building maintenance - Senior	12,500	10,722
Building maintenance -Town	11,000	4,187
Cell phone/communications	2,000	1,374
Education and training	900	546
Equipment maintenance - Elgin	500	329
Equipment maintenance - Astor	1,350	4,605
Equipment maintenance - Senior	13,500	13,900
Equipment maintenance - Town	12,500	2,916
Equipment rental	2,600	741
Grounds maintenance	8,000	7,048

(Continued)

**Hanover Township**  
**Schedule of Expenditures - Budget and Actual (Continued)**  
**General (Town) Fund**  
**For the Year Ended March 31, 2014**

	Original and Final Budget	Actual
Town (Continued)		
Town facilities and maintenance (Continued)		
Health Insurance	\$ 20,200	\$ 21,789
Dental, Vision & Life Insurance	2,500	2,902
Unemployment	3,100	3,757
IMRF Expense	11,600	11,264
FICA Expense	6,200	8,891
Housekeeping contract	31,000	32,415
Janitorial supplies - Elgin	750	820
Janitorial supplies - Astor	1,000	315
Janitorial supplies - Senior	5,500	6,222
Janitorial supplies - Town	4,250	3,252
Miscellaneous	800	789
Office supplies	400	197
Salaries	212,200	234,682
Seasonal projects assistance	5,000	6,367
Trash removal - Senior	1,850	1,870
Trash removal - Town	3,000	1,964
Trash removal - Astor	1,200	1,968
Uniforms	900	514
Vehicle fuel - Town	8,000	8,806
Vehicle maintenance - Town	4,500	2,789
	406,100	411,624
Emergency Services		
Communications	9,200	6,402
Education/training	10,000	5,758
Emergency Ops Center	10,000	6,669
Equipment	21,750	19,141
Health Insurance	14,225	15,602
Dental, Vision & Life Insurance	625	1,069
Unemployment	775	808
IMRF Expense	2,225	984
FICA Expense	1,200	831
Miscellaneous	1,000	1,221
Office Supplies	500	1,339
Postage	100	148
Pre-volunteer screening	750	355
Printing	750	860
Salaries	41,300	40,682
Travel	3,000	121
Uniforms	6,000	8,764
Vehicle fuel and maintenance	6,000	8,498
Volunteer appreciation	3,000	1,313
Volunteer insurance	600	775
	133,000	121,340
Clerk's Office		
Community affairs	2,000	300
Dues, subscriptions, and publications	400	-
Equipment and maintenance rental	150	-
Furniture and equipment	1,100	-
Health Insurance	14,000	4,172
Dental, Vision & Life Insurance	650	109
Unemployment	2,300	763
IMRF Expense	3,500	291
FICA Expense	1,900	990
Legal notices	1,000	618

(Continued)

**Hanover Township**  
**Schedule of Expenditures - Budget and Actual (Continued)**  
**General (Town) Fund**  
**For the Year Ended March 31, 2014**

	<u>Original and Final Budget</u>	<u>Actual</u>
Town (Continued)		
Clerk's office (Continued)		
Miscellaneous	\$ 1,000	\$ -
Office supplies	2,150	-
Passport expenditures	2,600	1,129
Passport postage	3,000	3,231
Postage	1,050	20
Printing	3,000	1,023
Salaries	65,000	28,380
Travel expensed and seminars	1,500	-
	<u>106,300</u>	<u>41,026</u>
Total clerk's office		
Community Health		
Communications	2,750	1,046
Community affairs	2,000	2,141
Crisis care	3,000	2,706
Dues, subscriptions, and publications	200	150
Furniture and computer equipment	1,000	446
Health Insurance	14,350	14,116
Dental, Vision & Life Insurance	1,850	1,758
Unemployment	3,100	2,227
IMRF Expense	5,500	6,275
FICA Expense	5,000	4,773
License/professional insurance	400	133
Medical supplies	7,000	6,765
MHB prescription reimbursements	100	84
Miscellaneous	1,000	489
Office supplies	2,000	1,164
Postage	500	115
Printing	1,500	1,147
Professional services	750	464
Salaries	162,000	158,320
Travel	1,000	1,019
	<u>215,000</u>	<u>205,338</u>
Total community health		
Total town	<u>2,014,615</u>	<u>1,989,685</u>
Youth Services		
Answering service	1,300	1,200
Books and journals	800	149
Cellphones	2,400	1,946
Community affairs	3,500	3,701
Consulting fees	3,600	2,100
Dues and subscriptions	800	571
Education and training	8,850	8,463
Equipment and furniture	3,000	5,345

(Continued)

**Hanover Township**  
**Schedule of Expenditures - Budget and Actual (Continued)**  
**General (Town) Fund**  
**For the Year Ended March 31, 2014**

	Original and Final Budget	Actual
Youth Services (Continued)		
Equipment maintenance	\$ 2,000	\$ 1,441
Health insurance	80,000	92,822
Dental, vision and life insurance	8,750	9,653
Unemployment	20,000	13,195
IMRF expense	38,273	27,653
FICA expense	20,365	26,740
Insurance	2,950	2,929
Intern stipends	5,000	6,000
Miscellaneous	400	321
Office supplies	4,000	3,139
Postage	1,300	763
Printing	2,300	2,539
Professional services	1,200	1,200
Program supplies	2,000	1,562
Psychiatric backup	9,000	6,800
Recruitment and pre-employment	2,000	1,019
Salaries	690,000	679,310
Seasonal open gym program	75,600	72,202
Transportation	4,000	663
Travel	5,000	6,446
Tutoring	24,000	20,586
Youth job incubator project	100	-
	1,022,488	1,000,458
Total youth services		
Community Relations		
Salaries	87,500	92,860
Education and training	1,000	1,002
Printing	1,000	972
Postage	700	-
Equipment and furniture	2,000	2,391
Office supplies	1,250	1,024
Satellite office programs	1,000	1,125
Satellite office utilities	3,500	6,661
Satellite office lease	26,500	19,629
Satellite office phone and internet	3,500	4,023
Travel	1,000	1,204
Communications	64,000	65,439
Community service awards	1,500	2,077
Historical maker program	2,400	800
Dues and subscriptions	250	239
Veteran honor roll	5,000	2,822
Community festivals	13,000	13,000
Health insurance	22,600	18,160
Dental, vision and life insurance	1,250	1,309
Unemployment	1,550	1,770
IMRF expense	3,200	4,283
FICA expense	1,750	3,909
	245,450	244,699
Total community relations		
Capital Outlay		
Equipment	20,000	24,917
Computer equipment and software	70,000	69,608
	90,000	94,525
Total capital outlay		
Total Expenditures	\$ 3,372,553	\$ 3,329,367

**Hanover Township**  
**Schedule of Expenditures - Budget and Actual**  
**Senior Services Fund**  
**For the Year Ended March 31, 2014**

	<u>Original and Final Budget</u>	<u>Actual</u>
Senior Center		
Administration		
Community affairs	\$ 3,500	\$ 5,069
Consultants	3,000	460
Contingency	50,000	34,242
Dues and subscriptions	2,800	1,038
Education and training	5,000	4,661
Equipment purchases/rental/repair	9,250	11,867
Health Insurance	71,650	83,351
Dental, Vision & Life Insurance	5,000	3,994
Unemployment	10,300	9,632
IMRF Expense	25,000	22,589
FICA Expense	13,600	15,823
Intern stipends	5,000	1,145
Miscellaneous	1,000	233
Postage	4,000	3,665
Printing	2,500	5,722
Recruitment	1,500	1,233
Salaries	465,000	469,222
Supplies	6,500	6,807
Telephone and high speed internet	6,500	4,412
Tile endowment fund	12,000	7,141
Travel	1,500	1,995
Utilities	70,000	57,948
Senior satellite service	5,000	2,152
	<u>779,600</u>	<u>754,401</u>
Total administration		
Social Services		
Club 59	24,000	20,762
Computer instruction	1,000	-
Nutrition	6,000	4,379
Senior Assistance	2,000	2,857
Programming	90,000	141,608
Social services	4,000	2,000
Visual arts	15,000	14,127
Volunteer services	16,000	14,624
Weekend programming	2,000	2,005
	<u>160,000</u>	<u>202,362</u>
Total social services		
Transportation		
Alternative transportation	6,000	-
Fuel	50,000	56,376
Health Insurance	49,500	52,119
Dental, Vision & Life Insurance	5,250	5,695
Unemployment	8,850	4,948
IMRF Expense	17,250	5,284
FICA Expense	9,400	4,321
Office Supplies	1,000	890
Radio system	100	-
Recruitment	1,500	2,636
Salaries	321,300	321,745
Telephone	4,000	6,733
Training	3,000	1,347
Uniforms	1,500	673
Dispatch software	50,000	59,701
Vehicle maintenance	39,000	19,764
	<u>567,650</u>	<u>542,232</u>
Total transportation		
Total Expenditures	<u>\$ 1,507,250</u>	<u>\$ 1,498,995</u>

**Hanover Township**  
**Schedule of Expenditures - Budget and Actual**  
**Road and Bridge Fund**  
**For the Year Ended March 31, 2014**

	Original and Final Budget	Actual
Highways and Streets		
Maintenance of roads		
Bridge repair and maintenance	\$ 10,816	\$ -
Contract work	520,000	221,617
Controlled substance testing	1,082	340
Engineering	15,000	12,580
Gasoline	15,000	22,732
Maintenance supplies	5,000	(40)
Operating supplies and materials	35,000	16,429
Salaries	183,750	188,484
Salt	100,000	38,853
Signs, stripping, and tree removal	5,000	-
Street lighting	10,000	5,542
	900,648	506,537
Total maintenance of roads		
Administration		
Accounting	2,100	2,100
Community affairs	10,000	5,912
Dues, subscriptions, and publications	1,000	1,224
Employee benefits		
Dental, Vision & Life Insurance	-	2,256
FICA expense	13,000	15,454
IMRF expense	20,000	23,061
Unemployment compensation	400	843
Insurance	40,000	42,713
Legal	20,000	5,114
Miscellaneous	2,000	1,099
Office supplies	3,120	1,125
Postage	2,300	779
Printing	1,500	483
Replacement tax	12,480	-
Service charges	260	34
Telephone	3,500	3,308
Training and conferences	3,000	201
Travel expense	1,500	408
Uniforms and safety equipment	1,560	303
Utilities	6,490	7,346
	144,210	113,763
Total administration		
Total highway and street maintenance	1,044,858	620,300
Capital Outlay		
Machine rental	1,500	-
Equipment purchase	50,479	10
Maintenance - vehicles and equipment	24,336	29,419
Emergency equipment	1,000	-
Construction equipment	1	-
Building and permanent improvements	10,816	-
Building maintenance	5,408	-
Land/building acquisition and improvements	1,030,000	-
	1,123,540	29,429
Total capital outlay		
Total Expenditures	\$ 2,168,398	\$ 649,729

**Hanover Township**  
**Schedule of Expenditures - Budget and Actual**  
**Mental Health Fund**  
**For the Year Ended March 31, 2014**

	<u>Original and Final Budget</u>	<u>Actual</u>
Mental Health		
Service contracts/grants by agency		
AID case management	\$ 5,000	\$ 5,000
AID supportive employment	40,000	40,000
Alexian Brothers - outpatient psy	21,000	21,000
Alexian Brothers - senior mh	34,000	34,000
Autism Society of Illinois	1,000	500
Bartlett Learning Center	7,000	7,000
Boys and Girls Club	5,000	5,000
CAC Family Support	2,000	2,000
CAC Safe from the Start	16,000	16,000
Capital Grant Fund	40,000	26,556
CASI	20,000	20,000
Catholic Charities Caregivers	2,500	2,500
CCC Strategies for Safety	7,000	7,000
Centro de Informacion	32,000	32,000
Challenge Grant Fund	40,000	15,000
Clearbrook Children's program	5,500	5,500
Clearbrook development training	2,500	2,500
Clearbrook employment	2,000	2,000
Clearbrook residential	4,000	4,000
Domestic Violence Center	30,000	30,000
Community Crisis Counseling	25,000	25,000
Community Crisis SA Counseling	9,000	9,000
Contract support services	120,000	67,740
Countryside In-home Respite	3,000	3,000
Day One Network	7,500	7,500
Easter Seals DuPage	43,000	43,000
Ecker Center/PEP	4,500	4,500
Ecker Therapy Services	71,400	71,400
Elgin Family Center - case management	8,500	8,500
Elgin Family Center - post partum	5,000	5,000
Epilepsy Foundation	1,000	1,000
Family service youth	10,500	10,500
Family service senior	6,200	6,200
Greater Elgin Family Care Center	9,400	4,320
Hanover Township Youth and Family	9,000	6,025
HTYFS Alt. to Suspension	25,000	25,000
HTYFS Interventionist	50,000	50,000
Journeys from PADS to Hope	4,000	2,989
Kenneth Young Center - SASS	7,000	7,000
Larkin Center	11,000	8,505
Leyden Township - detox/rehab	35,000	34,700
Maryville Academy Casa Salama	25,000	25,000
MI-drug/medical tests fund	2,000	245
Northwest Casa	8,000	8,000
Open Door Clinic	5,000	5,000
AID transportation	21,000	22,100
PADS of Elgin	20,000	20,000

(Continued)



**Hanover Township**  
**Schedule of Expenditures - Budget and Actual (Continued)**  
**Mental Health Fund**  
**For the Year Ended March 31, 2014**

	Original and Final Budget	Actual
Mental Health (Continued)		
Service contracts/grants by agency (Continued)		
RENZ outpatient	\$ 57,000	\$ 57,000
Shelter Inc Healthy Families	10,000	10,000
Special Ed Advocacy Center	5,000	1,250
Staff Development Grant Fund	10,000	16,049
Summit center	12,000	12,000
The Bridge	9,000	9,000
Tide Project	26,000	9,556
WINGS transitional shelter	8,500	8,500
 Total service contracts/grants by agency	 1,000,000	 882,135
Administration		
Community relations	1,000	1,293
Conference expense	750	420
Consultants	6,000	-
Dues	2,500	908
Employee insurance	7,500	5,870
Equipment/database	3,000	2,100
FICA expense	4,250	3,715
Hanover Township services	4,500	4,500
IMRF expense	6,500	5,723
Legal	4,000	713
Miscellaneous	500	504
Personal expense reimbursement	1,000	329
Postage	500	252
Printing	1,500	1,339
Salaries	52,000	51,202
Special events	500	60
Subscriptions and publications	150	183
Supplies	1,000	183
Unemployment compensation	1,000	567
 Total administrative planning and development	 98,150	 79,861
Building Occupancy Expenses		
Agency support services	8,000	8,287
Building maintenance	9,000	3,461
Capital improvements	10,000	8,508
Insurance	1,000	-
Janitorial	5,500	4,978
Rent	500	10,000
Telephone systems maintenance	3,000	750
Utilities	8,000	7,367
 Total building occupancy expenses	 45,000	 43,351
 Total Expenditures	 \$ 1,143,150	 \$ 1,005,347

**Hanover Township**  
**Schedule of Revenues, Expenditures**  
**and Changes in Fund Balance - Budget and Actual**  
**Capital Projects Fund**  
**For the Year Ended March 31, 2014**

	Original and Final Budget	Actual
Revenues		
Intergovernmental	\$ 100,000	\$ 4,000
Donation	-	223,000
	100,000	227,000
Expenditures		
Capital outlay	413,000	451,200
	413,000	451,200
Excess (Deficiency) of Revenue Over Expenditures	(313,000)	(224,200)
Other Financing Sources (Uses)		
Transfers in	313,000	313,000
	313,000	313,000
Net Change in Fund Balance	\$ -	88,800
Fund Balance, April 1		593,205
Fund Balance, March 31		\$ 682,005

**Hanover Township  
Combining Balance Sheet  
Nonmajor Governmental Funds  
March 31, 2014**

	Special Revenue			Capital Projects	
	General Assistance	Illinois Municipal Retirement	Social Security	Vehicle Replacement	Total
<b>Assets</b>					
Cash and investments	\$ 403,884	\$ 130,001	\$ 74,433	\$ 576,404	\$ 1,184,722
Receivables					
Property Taxes	184,415	89,461	72,304	-	346,180
Total Assets	\$ 588,299	\$ 219,462	\$ 146,737	\$ 576,404	\$ 1,530,902
<b>Liabilities and Fund Balances</b>					
Liabilities					
Accounts payable	\$ 3,018	\$ -	\$ -	\$ 9,429	\$ 12,447
Accrued payroll	9,067	12,033	8,980	-	30,080
Unearned revenue	181,496	88,052	71,166	-	340,714
Total liabilities	193,581	100,085	80,146	9,429	383,241
Fund Balances					
Restricted for general assistance	394,718	-	-	-	394,718
Restricted for employee retirement	-	119,377	66,591	-	185,968
Assigned for vehicle replacement	-	-	-	566,975	566,975
Total fund balances	394,718	119,377	66,591	566,975	1,147,661
Total Liabilities and Fund Balances	\$ 588,299	\$ 219,462	\$ 146,737	\$ 576,404	\$ 1,530,902

**Hanover Township**  
**Combining Statement of Revenues, Expenditures,**  
**and Changes in Fund Balances**  
**Nonmajor Governmental Funds**  
**For the Year Ended March 31, 2014**

	<u>Special Revenue</u>			<u>Capital Projects</u>	
	<u>General Assistance</u>	<u>Illinois Municipal Retirement</u>	<u>Social Security</u>	<u>Vehicle Replacement</u>	<u>Total</u>
Revenues					
Taxes	\$ 354,285	\$ 169,488	\$ 136,983	\$ -	\$ 660,756
Intergovernmental	11,195	-	-	-	11,195
Investment income	800	163	60	992	2,015
Miscellaneous	10,320	-	-	7,892	18,212
Total revenues	<u>376,600</u>	<u>169,651</u>	<u>137,043</u>	<u>8,884</u>	<u>692,178</u>
Expenditures					
Current					
Town	235,649	201,315	125,292	-	562,256
Home relief	214,668	-	-	-	214,668
Employment services	90,961	-	-	-	90,961
Capital outlay	-	-	-	225,139	225,139
Total expenditures	<u>541,278</u>	<u>201,315</u>	<u>125,292</u>	<u>225,139</u>	<u>1,093,024</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(164,678)</u>	<u>(31,664)</u>	<u>11,751</u>	<u>(216,255)</u>	<u>(400,846)</u>
Other Financing Sources (Uses)					
Transfers in	-	-	-	85,000	85,000
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>85,000</u>	<u>85,000</u>
Net Changes in Fund Balances	<u>(164,678)</u>	<u>(31,664)</u>	<u>11,751</u>	<u>(131,255)</u>	<u>(315,846)</u>
Fund Balances, April 1	<u>559,396</u>	<u>151,041</u>	<u>54,840</u>	<u>698,230</u>	<u>1,463,507</u>
Fund Balances, March 31	<u>\$ 394,718</u>	<u>\$ 119,377</u>	<u>\$ 66,591</u>	<u>\$ 566,975</u>	<u>\$ 1,147,661</u>

**Hanover Township**  
**Schedule of Revenues, Expenditures,**  
**and Changes in Fund Balance - Budget and Actual**  
**General Assistance Fund**  
**For the Year Ended March 31, 2014**

	Original and Final Budget	Actual
<b>Revenues</b>		
Taxes		
Property taxes	\$ 340,000	\$ 350,418
Replacement taxes	4,000	3,867
Intergovernmental	10,000	11,195
Investment income	1,000	800
Miscellaneous	10,001	10,320
	<u>365,001</u>	<u>376,600</u>
<b>Total revenues</b>		
<b>Expenditures</b>		
Town		
Salaries	155,000	167,293
Office supplies	2,500	2,632
Equipment, minor, and rental	5,000	9,930
Travel	2,000	2,745
Postage	600	195
Printing	1,500	2,809
Dues, subscriptions, and publications	1,000	1,144
Community affairs	1,500	727
Professional services	3,000	4,272
Volunteer appreciation	1,500	1,392
Miscellaneous	1,000	606
Health insurance	20,800	23,666
Dental, vision and life insurance	1,925	1,477
Unemployment	3,070	3,391
IMRF expense	8,313	7,708
FICA expense	4,520	5,662
	<u>213,228</u>	<u>235,649</u>
<b>Total town</b>		
Home Relief		
Food and household	1,000	-
Rent	126,000	109,003
Utilities	26,000	16,159
Clothing	26,000	23,719
Travel	10,000	8,535
Hospital	25,000	60
Burial	1,500	-
Insurance	3,500	2,598
Emergency assistance	50,000	54,594
Other	1,000	-
	<u>270,000</u>	<u>214,668</u>
<b>Total home relief</b>		
Employment Services		
Salaries	70,000	64,442
Office supplies	500	1,552
Equipment	1,000	1,036
Travel and training	500	444
Postage	750	-
Printing	750	849
Professional services	1,000	492
Health insurance	10,000	14,943
Dental, vision and life insurance	750	1,715
Unemployment	1,500	2,019
IMRF expense	3,754	1,896
FICA expense	2,041	1,573
	<u>92,545</u>	<u>90,961</u>
<b>Total employment services</b>		
Capital improvements	-	-
	<u>575,773</u>	<u>541,278</u>
<b>Total expenditures</b>		
Net Change in Fund Balance	<u>\$ (210,772)</u>	<u>(164,678)</u>
Fund Balance, April 1		<u>559,396</u>
Fund Balance, March 31		<u>\$ 394,718</u>

**Hanover Township**  
**Schedule of Revenues, Expenditures,**  
**and Changes in Fund Balance - Budget and Actual**  
**Illinois Municipal Retirement Fund**  
**For the Year Ended March 31, 2014**

	<u>Original and Final Budget</u>	<u>Actual</u>
Revenues		
Taxes		
Property taxes	\$ 165,000	\$ 169,488
Investment income	<u>50</u>	<u>163</u>
Total revenues	<u>165,050</u>	<u>169,651</u>
Expenditures		
Town		
IMRF	<u>316,765</u>	<u>201,315</u>
Total expenditures	<u>316,765</u>	<u>201,315</u>
Excess (Deficiency) of Revenue Over Expenditures	<u>(151,715)</u>	<u>(31,664)</u>
Other Financing Sources (Uses)		
Transfers in	<u>151,715</u>	<u>-</u>
Total other financing sources (uses)	<u>151,715</u>	<u>-</u>
Net Change in Fund Balance	<u>\$ -</u>	<u>(31,664)</u>
Fund Balance, April 1		<u>151,041</u>
Fund Balance, March 31		<u>\$ 119,377</u>

**Hanover Township**  
**Schedule of Revenues, Expenditures,**  
**and Changes in Fund Balance - Budget and Actual**  
**Social Security Fund**  
**For the Year Ended March 31, 2014**

	<u>Original and Final Budget</u>	<u>Actual</u>
Revenues		
Taxes		
Property taxes	\$ 133,500	\$ 136,983
Investment income	<u>50</u>	<u>60</u>
Total revenues	<u>133,550</u>	<u>137,043</u>
Expenditures		
Town		
Social security	<u>215,976</u>	<u>125,292</u>
Total expenditures	<u>215,976</u>	<u>125,292</u>
Excess (Deficiency) of Revenue Over Expenditures	<u>(82,426)</u>	<u>11,751</u>
Other Financing Sources (Uses)		
Transfers in	<u>82,426</u>	<u>-</u>
Total other financing sources (uses)	<u>82,426</u>	<u>-</u>
Net Change in Fund Balance	<u>\$ -</u>	11,751
Fund Balance, April 1		<u>54,840</u>
Fund Balance, March 31		<u>\$ 66,591</u>

**Hanover Township**  
**Schedule of Revenues, Expenditures,**  
**and Changes in Fund Balance - Budget and Actual**  
**Vehicle Replacement Fund**  
**For the Year Ended March 31, 2014**

	Original and Final Budget	Actual
Revenues		
Investment income	\$ 500	\$ 992
Miscellaneous		
Bus fares	8,250	7,892
Total revenues	8,750	8,884
Expenditures		
Capital outlay	228,250	225,139
Total expenditures	228,250	225,139
Excess (Deficiency) of Revenue Over Expenditures	(219,500)	(216,255)
Other Financing Sources (Uses)		
Transfers in	85,000	85,000
Total other financing sources (uses)	85,000	85,000
Net Change in Fund Balance	\$ (134,500)	(131,255)
Fund Balance, April 1		698,230
Fund Balance, March 31		\$ 566,975



**Statistical Section**

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## STATISTICAL SECTION

This part of the Township's comprehensive annual report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information displays about the Township's overall financial health.

<u>Contents</u>	<u>Page(s)</u>
<b>Financial Trends</b> These schedules contain trend information to help the reader understand how the Township's financial performance and well-being have been changed over time.	52-56
<b>Revenue Capacity</b> These schedules contain information to help the reader assess the Township's most significant local revenue source, the property tax.	57-60
<b>Debt Capacity</b> These schedules present information to help the reader assess the affordability of the Township's current levels of outstanding debt and the Township's ability to issue additional debt in the future.	61-63
<b>Demographic and Economic Information</b> These schedules offer demographic and economic indicators to help the reader understand the environment within which the Township's financial activities take place.	64-65
<b>Operating Information</b> These schedules contain service and infrastructure data to help the reader understand how the information in the Township's financial report relates to the services the Township provides and the activities it performs.	66-72

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual reports for the relevant year. The Township implemented GASB Statement No. 34 in 2005; schedules presenting government-wide information include information beginning in that year.

**Hanover Township  
Net Position by Component  
Last Ten Fiscal Years**

<u>Fiscal Years</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Governmental Activities										
Invested in capital assets net of related debt	\$ 4,867,057	\$ 6,024,673	\$ 6,040,260	\$ 5,962,260	\$ 5,845,010	\$ 5,811,094	\$ 6,062,044	\$ 6,752,251	\$ 7,926,393	\$ 8,289,515
Restricted	3,418,569	-	-	-	-	-	4,669,678	4,625,474	4,834,971	4,237,762
Unrestricted	<u>1,865,084</u>	<u>7,897,368</u>	<u>9,075,448</u>	<u>10,384,978</u>	<u>10,259,290</u>	<u>11,667,673</u>	<u>1,722,108</u>	<u>3,090,129</u>	<u>3,422,291</u>	<u>3,519,818</u>
 Total Government Activities	 <u>\$ 10,150,710</u>	 <u>\$ 13,922,041</u>	 <u>\$ 15,115,708</u>	 <u>\$ 16,347,214</u>	 <u>\$ 16,104,300</u>	 <u>\$ 17,478,767</u>	 <u>\$ 12,453,830</u>	 <u>\$ 14,467,854</u>	 <u>\$ 16,183,655</u>	 <u>\$ 16,047,095</u>

Note: The Township implemented GASB S-34 for the year ended March 31, 2005.  
Information for prior years is not available.

Data Source

Township Financial Statements

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**Hanover Township  
Change in Net Position  
Last Ten Fiscal Years**

Fiscal Years	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
<b>Expenses</b>										
<b>Governmental activities</b>										
Town/Administration	\$ 1,448,351	\$ 4,067,442	\$ 4,664,542	\$ 5,096,649	\$ 6,764,880	\$ 2,888,366	\$ 3,013,820	\$ 3,198,400	\$ 2,629,673	\$ 2,634,442
Youth services	507,911	-	-	-	-	659,001	694,731	772,571	743,361	997,654
Community relations	-	-	-	-	-	-	-	-	90,688	248,210
Home relief	82,897	-	-	-	-	112,569	80,981	177,239	110,480	214,668
Highways and streets	316,903	-	-	-	-	378,654	538,499	491,052	453,594	551,346
Mental health	545,328	-	-	-	-	847,923	1,111,867	1,098,471	611,429	1,009,693
Senior center	595,830	-	-	-	-	1,067,531	1,236,521	1,435,444	1,468,928	1,681,954
Employment Services	-	-	-	-	-	-	-	-	-	90,961
Interest	20,086	15,491	-	-	-	-	-	-	-	-
<b>Total governmental activities expenses</b>	<b>3,517,306</b>	<b>4,082,933</b>	<b>4,664,542</b>	<b>5,096,649</b>	<b>6,764,880</b>	<b>5,954,044</b>	<b>6,676,419</b>	<b>7,173,177</b>	<b>6,108,153</b>	<b>7,428,928</b>
<b>Total Primary Government Expenses</b>	<b>\$ 3,517,306</b>	<b>\$ 4,082,933</b>	<b>\$ 4,664,542</b>	<b>\$ 5,096,649</b>	<b>\$ 6,764,880</b>	<b>\$ 5,954,044</b>	<b>\$ 6,676,419</b>	<b>\$ 7,173,177</b>	<b>\$ 6,108,153</b>	<b>\$ 7,428,928</b>
<b>Program Revenues</b>										
<b>Governmental activities</b>										
<b>Charges for services</b>										
Town/Administration	\$ 29,235	\$ 144,590	\$ 202,380	\$ 210,059	\$ 217,601	\$ 73,400	\$ 52,965	\$ 41,563	\$ 60,980	\$ 82,421
Youth Services	22,708	-	-	-	-	13,829	44,581	26,753	28,408	120,872
Community relations	-	-	-	-	-	-	-	-	-	-
Home relief	-	-	-	-	-	-	-	-	-	-
Highways and streets	5,131	-	-	-	-	2,915	-	-	-	-
Mental health	11,150	-	-	-	-	-	4,750	2,200	11,500	10,110
Senior center	11,414	-	-	-	-	95,270	89,864	90,654	136,509	197,031
Employment Service	-	-	-	-	-	-	-	-	-	-
Operating grants and contributions	73,193	32,696	128,886	52,667	82,498	32,833	28,527	54,793	99,869	-
Capital grants and contributions	223,350	-	-	-	-	-	119,368	491,886	109,508	-
<b>Total governmental activities program revenues</b>	<b>376,181</b>	<b>177,286</b>	<b>331,266</b>	<b>262,726</b>	<b>300,099</b>	<b>218,247</b>	<b>340,055</b>	<b>707,849</b>	<b>446,774</b>	<b>410,434</b>
<b>Total Primary Government Program Revenues</b>	<b>\$ 376,181</b>	<b>\$ 177,286</b>	<b>\$ 331,266</b>	<b>\$ 262,726</b>	<b>\$ 300,099</b>	<b>\$ 218,247</b>	<b>\$ 340,055</b>	<b>\$ 707,849</b>	<b>\$ 446,774</b>	<b>\$ 410,434</b>
<b>Net (Expense) Revenue</b>										
Governmental activities	\$ (3,141,125)	\$ (3,905,647)	\$ (4,333,276)	\$ (4,833,923)	\$ (6,464,781)	\$ (5,735,797)	\$ (6,336,364)	\$ (6,465,328)	\$ (5,661,379)	\$ (7,018,494)
<b>Total Primary Government Net (Expense) Revenue</b>	<b>\$ (3,141,125)</b>	<b>\$ (3,905,647)</b>	<b>\$ (4,333,276)</b>	<b>\$ (4,833,923)</b>	<b>\$ (6,464,781)</b>	<b>\$ (5,735,797)</b>	<b>\$ (6,336,364)</b>	<b>\$ (6,465,328)</b>	<b>\$ (5,661,379)</b>	<b>\$ (7,018,494)</b>

**Hanover Township  
Change in Net Position  
Last Ten Fiscal Years**

Fiscal Years	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
General Revenues and Other Changes in Net Position										
Governmental activities										
Taxes										
Property	\$ 4,261,314	\$ 4,802,422	\$ 5,190,936	\$ 5,749,140	\$ 6,528,943	\$ 5,668	\$ 4,567,349	\$ 8,227,841	\$ 6,746,699	\$ 6,875,494
Other taxes	42,372	56,370	61,481	73,473	65,883	60,000	64,009	55,386	55,745	66,445
Investment income	54,915	120,075	219,861	205,982	100,918	23,864	17,734	19,271	18,102	18,873
Miscellaneous	4,940	46,803	54,665	36,838	75,051	81,061	96,754	176,854	324,348	77,253
Total governmental activities	<u>4,363,541</u>	<u>5,025,670</u>	<u>6,065,433</u>	<u>6,770,795</u>	<u>6,770,795</u>	<u>5,833,250</u>	<u>4,745,846</u>	<u>8,479,352</u>	<u>7,144,894</u>	<u>7,038,065</u>
Total Primary Government	<u>\$ 4,363,541</u>	<u>\$ 5,025,670</u>	<u>\$ 6,065,433</u>	<u>\$ 6,770,795</u>	<u>\$ 6,770,795</u>	<u>\$ 5,833,250</u>	<u>\$ 4,745,846</u>	<u>\$ 8,479,352</u>	<u>\$ 7,144,894</u>	<u>\$ 7,038,065</u>
Change in Net Position										
Governmental activities	\$ <u>1,222,416</u>	\$ <u>1,120,023</u>	\$ <u>1,213,510</u>	\$ <u>306,014</u>	\$ <u>306,014</u>	\$ <u>97,453</u>	\$ <u>(1,590,518)</u>	\$ <u>2,014,024</u>	\$ <u>1,487,972</u>	\$ <u>19,571</u>
Total Primary Government Change in Net Position	<u>\$ 1,222,416</u>	<u>\$ 1,120,023</u>	<u>\$ 1,231,510</u>	<u>\$ 306,014</u>	<u>\$ 306,014</u>	<u>\$ 97,453</u>	<u>\$ (1,590,518)</u>	<u>\$ 2,014,024</u>	<u>\$ 1,487,972</u>	<u>\$ 19,571</u>

Data Source

Township Financial Statements

**Hanover Township**  
**Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**

Fiscal Years	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
General Fund										
Reserved	\$ 15,948	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,137	\$ -	\$ -	\$ -
Unreserved	1,867,672	948,650	1,209,443	1,834,622	1,751,781	2,119,750	1,388,724	-	-	-
Unrestricted	-	-	-	-	-	-	-	-	-	-
Unassigned	-	-	-	-	-	-	-	2,314,071	2,530,067	2,611,717
<b>Total General Fund</b>	<b>\$ 1,883,620</b>	<b>\$ 948,650</b>	<b>\$ 1,209,443</b>	<b>\$ 1,834,622</b>	<b>\$ 1,751,781</b>	<b>\$ 2,119,750</b>	<b>\$ 1,397,861</b>	<b>\$ 2,314,071</b>	<b>\$ 2,530,067</b>	<b>\$ 2,611,717</b>
All Other Government Funds										
Reserved	\$ 3,418,569	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 559,480	\$ -	\$ -	\$ -
Unreserved	125,993	4,107,800	4,669,774	5,228,257	5,761,324	6,337,559	4,688,801	-	-	-
Restricted for senior services	-	-	-	-	-	-	-	1,119,287	1,238,690	1,179,488
Restricted for highways and streets	-	-	-	-	-	-	-	1,960,854	1,817,232	1,614,623
Restricted for mental health	-	-	-	-	-	-	-	798,985	811,921	862,965
Restricted for general assistance	-	-	-	-	-	-	-	602,723	559,396	394,718
Restricted for employee retirement	-	-	-	-	-	-	-	180,514	205,881	185,968
Unrestricted	-	-	-	-	-	-	-	-	-	-
Assigned for capital projects	-	-	-	-	-	-	-	458,653	593,205	682,005
Assigned for vehicle replacement	-	-	-	-	-	-	-	639,485	698,230	566,975
<b>Total All Other Government Funds</b>	<b>\$ 3,544,562</b>	<b>\$ 4,107,800</b>	<b>\$ 4,669,774</b>	<b>\$ 5,228,257</b>	<b>\$ 5,761,324</b>	<b>\$ 6,337,559</b>	<b>\$ 5,248,281</b>	<b>\$ 5,760,501</b>	<b>\$ 5,924,555</b>	<b>\$ 5,486,742</b>

Note: GASB Statement No. 54 was implemented for the 2012 fiscal year.

Data Source

Township Financial Statements

**Hanover Township**  
**Changes in Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**

Fiscal Years	2005	2006	2007	2008	2009	2010	2011	2012	2013
<b>Revenues</b>									
Taxes	\$ 4,303,687	\$ 4,476,889	\$ 4,927,989	\$ 5,690,277	\$ 5,875,390	\$ 6,515,441	\$ 4,631,358	\$ 8,283,227	\$ 6,808,787
Charges for services	79,638	154,006	137,492	124,701	114,376	211,686	198,524	161,170	237,397
Grants and contributions	-	18,450	120,281	49,090	76,026	28,261	141,531	546,679	209,377
Interest income	54,915	120,075	219,861	205,982	100,918	23,864	17,734	19,271	18,102
Miscellaneous	301,482	51,633	128,158	125,771	184,748	59,361	96,754	176,854	324,348
<b>Total revenues</b>	<b>4,739,722</b>	<b>4,821,053</b>	<b>5,533,781</b>	<b>6,195,821</b>	<b>6,351,458</b>	<b>6,838,613</b>	<b>5,085,901</b>	<b>9,187,201</b>	<b>7,598,011</b>
<b>Expenditures</b>									
Town/Administration	1,343,168	1,578,715	1,988,135	1,997,515	2,401,497	2,379,742	2,463,935	2,780,862	2,743,608
Youth services	516,054	514,423	532,509	572,499	646,591	659,001	711,116	760,340	789,540
Community relations	-	-	-	-	-	-	-	-	154,209
Home relief	82,897	106,944	96,884	127,539	189,946	112,569	75,827	172,165	201,053
Highways and streets	425,967	283,304	321,496	467,724	665,938	549,968	981,235	571,585	590,057
Mental health	524,366	523,736	594,201	730,020	775,361	847,923	1,115,229	1,170,636	1,016,734
Senior center	499,584	668,096	809,375	882,499	972,883	1,067,531	1,142,558	1,235,998	1,280,165
Nonmajor funds (1)	-	-	-	-	-	-	-	-	-
Capital outlay	2,654,103	375,275	368,414	234,363	249,017	277,675	407,168	1,138,883	440,709
Debt service	-	-	-	-	-	-	-	-	-
Principal	-	1,112,083	-	-	-	-	-	-	-
Interest	17,491	18,086	-	-	-	-	-	-	-
<b>Total expenditures</b>	<b>6,063,630</b>	<b>5,180,662</b>	<b>4,711,014</b>	<b>5,012,159</b>	<b>5,901,233</b>	<b>5,894,409</b>	<b>6,897,068</b>	<b>7,830,469</b>	<b>7,216,075</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>(1,323,908)</b>	<b>(359,609)</b>	<b>822,767</b>	<b>1,183,662</b>	<b>450,225</b>	<b>944,204</b>	<b>(1,811,167)</b>	<b>1,356,732</b>	<b>381,936</b>
<b>Other Financing Sources (Uses)</b>									
Proceeds from borrowing	1,112,083	-	-	-	-	-	-	-	-
Transfers in	1,375,446	158,363	58,083	129,512	571,898	876,254	903,208	1,085,708	976,958
Transfers (out)	1,375,446	158,363	58,083	129,512	571,898	876,254	903,208	1,085,708	976,958
<b>Total other financing sources (uses)</b>	<b>1,112,083</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Change in Fund Balances</b>	<b>\$ (211,825)</b>	<b>\$ (359,609)</b>	<b>\$ 822,767</b>	<b>\$ 1,183,662</b>	<b>\$ 450,225</b>	<b>\$ 944,204</b>	<b>\$ (1,811,167)</b>	<b>\$ 1,356,732</b>	<b>\$ 381,936</b>
<b>Debt of Services as a Percentage of Noncapital Expenditures</b>	<b>0.51%</b>	<b>23.52%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>

Data Source

Township Financial Statements

**Hanover Township**  
**Assessed Value and Actual Value of Taxable Property**  
**Last Ten Levy Years**

<u>Levy Year</u>	<u>Total Taxable Assessed Value</u>	<u>Total Direct Tax Rate</u>	<u>Estimated Actual Taxable Value</u>
2004	\$ 1,787,756,839	0.2796	\$ 5,368,639,156
2005	1,997,584,086	0.2720	5,998,751,009
2006	2,120,188,975	0.2870	6,366,933,859
2007	2,500,789,640	0.2570	7,509,878,799
2008	2,655,449,288	0.2560	7,974,322,186
2009	2,750,659,751	0.2510	8,260,239,492
2010	2,527,513,700	0.2628	7,590,131,231
2011	2,265,103,457	0.3292	6,795,989,970
2012	2,065,428,552	0.374	6,202,481,942
2013	1,750,808,883	0.452	5,257,679,076

Note: Assessed value is set by the Country Assessor on an annual basis. The assessment level is then adjusted by the state with a County Multiplier based on the factor needed to bring the average prior year's level up to 33-1/3% of market value. Every three years there is a tri-annual assessment when all property is assessed.

Data Source

Cook County Clerk's Office



**Hanover Township**  
**Property Tax Rates - Direct and Overlapping Governments**  
**Last Ten Levy Years**

Tax Levy Year	2004	2005	2006	2007	2008	2009	2010	2011	2012
Corporate Fund	0.1238	0.1205	0.1279	0.1143	0.1137	0.1108	0.1159	0.1448	0.1645
IMRF	0.0065	0.0063	0.0066	0.0059	0.0058	0.0056	0.0058	0.0073	0.0082
Social Security	0.0051	0.0049	0.0052	0.0046	0.0046	0.0045	0.0047	0.0059	0.0067
Senior Citizens Services	0.0376	0.0364	0.0383	0.0342	0.0339	0.0331	0.0344	0.0432	0.0488
General Assistance	0.0111	0.0110	0.0120	0.0110	0.1100	0.0110	0.0119	0.0150	0.0170
Mental Health	0.0362	0.0350	0.0370	0.0330	0.0330	0.0330	0.0349	0.0440	0.0500
Road and Bridge	0.0593	0.0580	0.0600	0.0540	0.0540	0.0530	0.0551	0.0690	0.0780
Total Direct Rate	<u>0.2796</u>	<u>0.2720</u>	<u>0.2870</u>	<u>0.2570</u>	<u>0.2560</u>	<u>0.2510</u>	<u>0.2628</u>	<u>0.3292</u>	<u>0.3732</u>
Overlapping Rates									
Bartlett Fire Protection District	0.3040	0.2830	0.5100	0.4340	0.4280	0.4190	0.4730	0.5330	0.5800
Bartlett Park District	0.4960	0.4370	0.4780	0.4540	0.4330	0.4240	0.5520	0.6200	0.6600
Bartlett Public Library	0.2680	0.2600	0.2560	0.2420	0.2410	0.2090	0.2340	0.2610	0.2950
Community College District #509	0.4340	0.4210	0.3470	0.3480	0.3310	0.3540	0.4340	0.4750	0.5160
Cook County incl. Forest Preserve	0.6530	0.5930	0.5570	0.4990	0.4660	0.4640	0.4740	0.5200	0.5940
Metropolitan Water Reclamation Dist.	0.3470	0.3150	0.2840	0.2630	0.2520	0.2610	0.2740	0.3200	0.3700
Unit School Districts #46	4.9450	4.7460	4.8740	4.5650	4.4350	4.3390	5.0260	5.5070	6.5400
Village of Bartlett	0.7660	0.6820	0.7010	0.7200	0.7030	0.6860	0.7500	0.8510	0.9420
Total Rates	<u>8.4926</u>	<u>8.0090</u>	<u>8.2940</u>	<u>7.7850</u>	<u>7.5450</u>	<u>7.4070</u>	<u>8.2170</u>	<u>9.0870</u>	<u>10.4970</u>

N/A - Information not available

Data Source

Cook County Clerk's Office and Village of Bartlett

**Hanover Township  
Principal Property Taxpayers  
Current and Ten Years Ago**

Taxpayer	Type of Business	2013		2004	
		Taxable Assessed Value	Percentage of Total Township Taxable Assessed Valuation	Taxable Assessed Value	Percentage of Total Township Taxable Assessed Valuation
Walmart Stores	Retailer	\$ 4,797,343	0.21%	\$ 4,453,740	0.30%
Property Valuation Services	Health Care	3,408,633	0.15%	-	0.00%
Target Corp.	Retailer	3,313,499	0.15%	-	0.00%
Bradley Real Estate	Shopping Center	3,220,493	0.14%	2,777,572	0.18%
IRC	Shopping Center	2,585,134	0.11%	-	0.00%
Sambell Streamwood	Health Care	1,777,946	0.08%	2,049,999	0.14%
Sutton Park Developers	Shopping Center	1,224,759	0.05%	-	0.00%
KRC	Shopping Center	1,151,999	0.05%	1,040,961	0.07%
Stag Capital Partners	Manufacturing	835,270	0.04%	-	0.00%
Krieger Kiddie Corp	Shopping Center	769,445	0.03%	-	0.00%
Duraco Products, Inc.	Manufacturing	-	0.00%	3,427,428	0.23%
CNC	Shopping Center	-	0.00%	2,735,997	0.18%
QPF, LLC	Manufacturing	-	0.00%	2,653,196	0.18%
Easley, McCaleb and Associates	Private Hospital	-	0.00%	2,377,862	0.16%
Loews Theatres	Movie Theatre	-	0.00%	2,175,502	0.14%
National Shopping Inc.	Retailer	-	0.00%	1,022,339	0.07%
		<u>\$ 23,081,521</u>	<u>1.01%</u>	<u>\$ 24,714,596</u>	<u>1.65%</u>

Data Source

Assessor's Office and Village of Streamwood

**Hanover Township  
Property Tax Levies and Collections  
Last Ten Levy Years**

<u>Levy Year</u>	<u>Tax Levied</u>	<u>Collected within the Fiscal Year of the Levy</u>			<u>Total Collections to Date</u>	
		<u>Amount</u>	<u>Percentage of Levy</u>	<u>Collections in Subsequent Years</u>	<u>Amount</u>	<u>Percentage of Levy</u>
2004	\$ 4,997,763	\$ 4,289,056	85.82%	\$ 705,469	\$ 4,994,525	99.94%
2005	5,433,428	4,420,519	81.36%	1,006,574	5,427,093	99.88%
2006	6,084,942	4,866,508	79.98%	1,214,975	6,081,483	99.94%
2007	6,427,029	5,616,084	87.38%	808,222	6,424,306	99.96%
2008	6,797,950	5,809,507	85.46%	984,468	6,793,904	99.94%
2009	6,904,909	6,455,441	93.49%	445,468	6,900,909	99.94%
2010	7,228,689	4,571,717	63.24%	2,626,497	7,198,214	99.58%
2011	7,474,842	3,244,188	43.40%	3,417,502	6,661,690	89.12%
2012	7,724,703	3,419,782	44.27%	3,344,910	6,764,692	87.57%
2013	7,956,443	3,490,408	43.87%	N/C	3,490,408	43.87%

N/C - Nothing collected as of March 31

Data Source

Cook County Clerk's Office

**Hanover Township**  
**Ratios of Outstanding Debt by Type**  
**Last Ten Fiscal Years**

<u>Fiscal Year</u>	<u>Governmental Activities</u>		<u>Total Township</u>	<u>Percentage of Personal Income*</u>	<u>Per Capita*</u>
	<u>General Obligation Bonds</u>	<u>Loan Payable</u>			
2005	\$ -	\$ 1,112,083	\$ 1,112,083	\$ 0.0%	\$ 11.17
2006	-	-	-	0.0%	-
2007	-	-	-	0.0%	-
2008	-	-	-	0.0%	-
2009	-	-	-	0.0%	-
2010	-	-	-	0.0%	-
2011	-	-	-	0.0%	-
2012	-	-	-	0.0%	-
2013	-	-	-	0.0%	-
2014	-	-	-	0.0%	-

Data Source

Township Financial Statements

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**Hanover Township  
Direct and Overlapping Governmental Activities Debt  
For the Year Ended March 31, 2014**

Governmental unit	Debt Outstanding	Estimated Percentage of Debt Applicable to Hanover Township	Estimated Share of Overlapping Debt
Hanover Township	\$ -	100.00%	\$ -
Overlapping debt (1)			
Cook County	2,826,300,000	0.57%	16,109,910
Cook County Forest Preserve District	108,665,000	0.57%	619,391
Metropolitan Water Reclamation District	1,959,099,576	0.58%	11,362,778
Bartlett Park District	14,720,000	0.08%	11,776
Schaumburg Park District	36,155,000	0.59%	213,315
Hanover Park District	754,300	6.94%	52,348
Streamwood Park District	8,710,000	100.00%	8,710,000
Schaumburg Township District Public Library	4,460,000	0.47%	20,962
Poplar Creek Public Library District	18,915,000	73.00%	13,807,950
Gail Borden Public Library District	24,250,000	10.42%	2,526,850
Palatine Township High School #211	33,615,000	0.29%	97,484
Elgin Community College #509	96,432,414	6.83%	6,586,334
School District #46	326,383,888	15.08%	49,218,690
School District #54	17,230,000	0.46%	79,258
Subtotal	<u>5,484,035,919</u>		<u>109,417,046</u>
Total	<u>\$ 5,484,035,919</u>		<u>\$ 109,417,046</u>

Notes:

(1) Overlapping governments are those that coincide, at least in part, with the geographic boundaries of Hanover Township. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Hanover Township. This process recognizes that, when considering the Township's ability to issue and repay long-term debt, the entire debt burden borne by the residents and business should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

(2) For debt repaid with property taxes, the percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of another governmental unit's taxable assessed value that is within the Village's boundaries and dividing it by each unit's total taxable assessed value.

Data Source

Village of Streamwood

**Hanover Township  
Legal Debt Margin Information  
Last Ten Fiscal Years**

<u>Fiscal Year</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Assessed Value	\$ 1,787,756,839	\$ 1,997,584,086	\$ 2,120,188,975	\$ 2,500,789,640	\$ 2,655,449,288	\$ 2,750,659,751	\$ 2,527,513,700	\$ 2,265,103,457	\$ 2,065,428,552	\$ 1,750,808,883
Debt limit	51,398,009	57,430,542	71,897,702	71,897,702	76,344,167	79,081,468	72,666,019	65,121,724	59,381,071	50,335,755
Total net debt applicable to limit	-	-	-	-	-	-	-	-	-	-
Legal Debt Margin	\$ <u>51,398,009</u>	\$ <u>57,430,542</u>	\$ <u>60,955,433</u>	\$ <u>71,897,702</u>	\$ <u>76,344,167</u>	\$ <u>79,081,468</u>	\$ <u>72,666,019</u>	\$ <u>65,121,724</u>	\$ <u>59,381,071</u>	\$ <u>50,335,755</u>
Total Net Debt Applicable To the Limit as a Percentage of the Debt Limit	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Note: The legal debt limit is defined as 2.875% of equalized valuation.

Data Source

Township Financial Statements

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**Hanover Township  
Demographic and Economic Information  
Last Ten Calendar Years**

<u>Fiscal Year</u>	<u>Population</u>	<u>Personal Income</u>	<u>Per Capita Personal Income</u>	<u>Unemployment Rate</u>
2004	N/A	N/A	N/A	N/A
2005	91,455	2,534,492,415	27,713	5.20%
2006	90,885	2,435,172,690	26,794	5.90%
2007	96,390	2,529,851,940	26,246	4.70%
2008	91,881	2,705,527,926	29,446	7.20%
2009	86,788	2,358,550,688	27,176	8.50%
2010	99,538	2,778,205,118	27,911	9.10%
2011	99,971	2,957,342,122	29,582	10.00%
2012	99,538	2,687,326,924	26,998	9.10%
2013	100,603	2,962,154,732	29,444	9.40%

Data Source

Population and per capita information provided by the U.S. Census Bureau and American Community Survey

N/A - Information not available prior to 2005.

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**Hanover Township  
Principal Employers  
Current Year and Ten Years Ago**

Employer	Business/Service	2013			2004		
		Rank	Approximate Employment	% of Township Population	Rank	Approximate Employment	% of Township Population
Fresh Express	Food Processing	1	700	0.70%			
Super Target	Retailer	2	300	0.30%			
Wal-Mart Stores, Inc.	Retailer	3	275	0.27%	2	320	0.35%
Ace Coffe Service	Food Processing	4	240	0.24%	4	243	0.27%
Streamwood Behavioral	Medical	5	230	0.23%	1	400	0.44%
Streamwood High School	Education	6	225	0.22%	6	200	0.22%
Sam's Club	Wholesaler	7	220	0.22%	5	220	0.24%
Village of Streamwood	Government	8	175	0.17%	8	183	0.20%
Lexginton Health Care	Nursing Home	9	165	0.16%	9	150	0.16%
AWANA Clubs	Publishing	10	160	0.16%	7	190	0.21%
Duraco Products, Inc.	Decorative				3	270	0.30%
US Post Office	Government				10	100	0.11%
Total			2,690	2.67%		2,276	2.49%

N/A - Information not available

Data Source

Assessor's Office and Village of Streamwood



**Hanover Township  
Full-Time Equivalent Employees  
Last Ten Fiscal Years**

Function/Program	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
<b>General Government</b>										
Administrative services	N/A	N/A	N/A	N/A	N/A	N/A	5.10	5.20	4.20	5.50
Assessor's office	N/A	N/A	N/A	N/A	N/A	N/A	2.60	2.60	2.60	2.75
Clerk's office	N/A	N/A	N/A	N/A	N/A	N/A	2.00	2.00	1.50	0.00
Community health	N/A	N/A	N/A	N/A	N/A	N/A	0.90	3.40	3.40	3.50
Emergency services	N/A	N/A	N/A	N/A	N/A	N/A	0.80	0.80	0.80	0.80
Facilities and maintenance	N/A	N/A	N/A	N/A	N/A	N/A	5.00	5.00	5.00	6.00
Highway department	N/A	N/A	N/A	N/A	N/A	N/A	3.00	3.00	3.00	3.00
Mental health board	N/A	N/A	N/A	N/A	N/A	N/A	1.50	1.00	1.00	1.00
Senior services	N/A	N/A	N/A	N/A	N/A	N/A	17.37	18.37	17.90	21.15
Community and veterans affairs	N/A	N/A	N/A	N/A	N/A	N/A	0.25	0.25	2.48	2.25
Welfare services	N/A	N/A	N/A	N/A	N/A	N/A	4.88	4.88	4.75	7.25
Youth and family services	N/A	N/A	N/A	N/A	N/A	N/A	16.05	17.05	16.40	18.90
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>61.45</b>	<b>63.55</b>	<b>63.03</b>	<b>72.10</b>

N/A - Information not available - ten years will be provided prospectively

Data Source

Township budget

**Hanover Township  
Operating Indicators  
Last Ten Fiscal Years**

Fiscal Year	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
General Government										
Administrative										
Facebook Likes	N/A	N/A	N/A	N/A	N/A	N/A	513	555	N/A	N/A
Percent of Budget Expended	N/A	N/A	N/A	N/A	N/A	N/A	67.50%	76.80%	77.90%	79.70%
Assessors Office										
Administration										
Office Visits	N/A	N/A	N/A	N/A	N/A	N/A	5477	5523	4158	4485
Building Permits Processed	N/A	N/A	N/A	N/A	N/A	N/A	10678	3703	4144	4316
Sales Recording	N/A	N/A	N/A	N/A	N/A	N/A	860	1124	1457	1551
Change of Name	N/A	N/A	N/A	N/A	N/A	N/A	1744	633	153	158
Property Tax Appeals	N/A	N/A	N/A	N/A	N/A	N/A	883	1208	831	1227
Certificate of Errors	N/A	N/A	N/A	N/A	N/A	N/A	1054	984	680	400
Property Location Updates	N/A	N/A	N/A	N/A	N/A	N/A	12	357	388	12
New Owner Mailings	N/A	N/A	N/A	N/A	N/A	N/A	796	934	813	985
Long Time Occupants	N/A	N/A	N/A	N/A	N/A	N/A	300	153	28	7
Exemptions										
Home Owner Exemptions	N/A	N/A	N/A	N/A	N/A	N/A	196	138	83	87
Senior Home Owner Exemptions	N/A	N/A	N/A	N/A	N/A	N/A	297	564	452	445
Senior Freeze Exemptions	N/A	N/A	N/A	N/A	N/A	N/A	903	923	981	711
Miscellaneous Exemptions	N/A	N/A	N/A	N/A	N/A	N/A	208	318	229	242
Foreclosures	N/A	N/A	N/A	N/A	N/A	N/A	N/A	463	657	642
Clerks Office										
Passports										
Photo Fees	N/A	N/A	N/A	N/A	N/A	N/A	8240	5730	6780	N/A
Total Passport Fees	N/A	N/A	N/A	N/A	N/A	N/A	39585	49068	56258	N/A
Cook County Vehicle Stickers	N/A	N/A	N/A	N/A	N/A	N/A	222	194	212	N/A
Fishing/Hunting Licenses	N/A	N/A	N/A	N/A	N/A	N/A	355	138	138	N/A
Fishing/Hunting Agent Fees	N/A	N/A	N/A	N/A	N/A	N/A	98	103	59	N/A

(Continued)

**Hanover Township  
Operating Indicators (Continued)  
Last Ten Fiscal Years**

Fiscal Year	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
General Government (Continued)										
Clerks Office (Continued)										
Handicap Placards	N/A	N/A	N/A	N/A	N/A	N/A	494	287	233	N/A
Voter Registration	N/A	N/A	N/A	N/A	N/A	N/A	494	278	376	N/A
FOIA Request	N/A	N/A	N/A	N/A	N/A	N/A	17	26	16	N/A
Community Health										
Appointments										
Pro Times	N/A	N/A	N/A	N/A	N/A	N/A	N/A	297	317	263
TB Skin Test	N/A	N/A	N/A	N/A	N/A	N/A	N/A	129	97	87
Cholesterol	N/A	N/A	N/A	N/A	N/A	N/A	N/A	145	185	85
Other	N/A	N/A	N/A	N/A	N/A	N/A	N/A	764	555	943
Total (Unduplicated)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1335	1154	1378
Clinic Clients										
Victory Center of Bartlett	N/A	N/A	N/A	N/A	N/A	N/A	N/A	181	152	143
Glendale Terrace	N/A	N/A	N/A	N/A	N/A	N/A	N/A	121	79	66
Elgin Recreation Center	N/A	N/A	N/A	N/A	N/A	N/A	N/A	57	123	N/A
Clare Oaks	N/A	N/A	N/A	N/A	N/A	N/A	N/A	58	60	163
Astor Avenue	N/A	N/A	N/A	N/A	N/A	N/A	N/A	126	198	669
Total (Unduplicated)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	543	612	1041

(Continued)

**Hanover Township  
Operating Indicators (Continued)  
Last Ten Fiscal Years**

Fiscal Year	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
General Government (Continued)										
Youth and Family Services										
Outreach & Prevention										
Open Gym Participants	N/A	N/A	N/A	N/A	N/A	N/A	8132	9517	12772	12519
Open Gym Participants (Unduplicated)	N/A	N/A	N/A	N/A	N/A	N/A	1284	1349	1054	1150
Alternative to Suspension Referrals	N/A	N/A	N/A	N/A	N/A	N/A	9	249	128	145
Alternative to Suspension (Unduplicated)	N/A	N/A	N/A	N/A	N/A	N/A	0	78	106	147
Clinical										
Therapy Clients (Total Attended)	N/A	N/A	N/A	N/A	N/A	N/A	3745	3403	3723	3031
Therapy Clients (New Clients)	N/A	N/A	N/A	N/A	N/A	N/A	289	393	688	443
Total Families	N/A	N/A	N/A	N/A	N/A	N/A	668	694	750	N/A
New Families	N/A	N/A	N/A	N/A	N/A	N/A	61	90	67	N/A
Clinical Hours	N/A	N/A	N/A	N/A	N/A	N/A	2386	2855	2981	3420
Group Session Participants	N/A	N/A	N/A	N/A	N/A	N/A	175	3440	5555	7097
General Government (Continued)										
Community Health (Continued)										
Tutoring Participants										
Total	N/A	N/A	N/A	N/A	N/A	N/A	1171	1065	1281	1622
Unduplicated	N/A	N/A	N/A	N/A	N/A	N/A	555	232	241	235
General Assistance										
General Assistance Clients	N/A	N/A	N/A	N/A	N/A	N/A	N/A	202	258	255
General Assistance Appointments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	530	638	654
Emergency Assistance Appointments	N/A	N/A	N/A	N/A	N/A	N/A	N/A	197	328	311
LIHEAP Applications										
Office	N/A	N/A	N/A	N/A	N/A	N/A	N/A	703	883	1090
Social Services										
ComEdHardships	N/A	N/A	N/A	N/A	N/A	N/A	N/A	22	94	86
Weatherization	N/A	N/A	N/A	N/A	N/A	N/A	N/A	40	20	3
Food pantry										
Served (Households)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	9906	10896	109251
New Applications	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1206	1461	1109
Food Donations	N/A	N/A	N/A	N/A	N/A	N/A	N/A	684	679	760
Community Center Walk-Ins	N/A	N/A	N/A	N/A	N/A	N/A	N/A	4415	4448	4216
Mental Health										
Grant Funding										
New Clients	N/A	N/A	N/A	N/A	N/A	N/A	3112	3020	3566	4222
Prevention Programming Presentations	N/A	N/A	N/A	N/A	N/A	N/A	N/A	270	204	386

(Continued)

**Hanover Township  
Operating Indicators (Continued)  
Last Ten Fiscal Years**

Fiscal Year	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
TIDE										
Participants	N/A	N/A	N/A	N/A	N/A	N/A	12	12	8	7
Organizations Providing Services	N/A	N/A	N/A	N/A	N/A	N/A	7	7	5	5
Clients Served	N/A	N/A	N/A	N/A	N/A	N/A	985	713	703	576

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(Continued)

**Hanover Township  
Operating Indicators (Continued)  
Last Ten Fiscal Years**

Fiscal Year	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
General Government (Continued)										
Community Health (Continued)										
Road & Bridge										
Salt (Tons)	N/A	N/A	N/A	N/A	N/A	N/A	977	521	943	1780
Senior Services										
Programming Division										
Planned Programs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1469	1981	2240
Participants	N/A	N/A	N/A	N/A	N/A	N/A	N/A	19673	21472	20477
Wait Listed (Unduplicated)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	949	796	784
Art & Computer Classes	N/A	N/A	N/A	N/A	N/A	N/A	N/A	608	562	509
Art & Computer Class Participants	N/A	N/A	N/A	N/A	N/A	N/A	N/A	5209	4582	3764
New Volunteers	N/A	N/A	N/A	N/A	N/A	N/A	N/A	57	78	71
Total Volunteers	N/A	N/A	N/A	N/A	N/A	N/A	N/A	262	241	271
Total Volunteer Hours	N/A	N/A	N/A	N/A	N/A	N/A	N/A	19845	18607	18764
Meals Delivered by Volunteers	N/A	N/A	N/A	N/A	N/A	N/A	N/A	13191	10898	9928
Social Services Division										
Clients Served (Unduplicated)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1056	1158	1156
Energy Assistance	N/A	N/A	N/A	N/A	N/A	N/A	N/A	417	538	560
Prescription Drug & Health Insurance Assistance	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2151	1546	1041
Public Aid	N/A	N/A	N/A	N/A	N/A	N/A	N/A	240	177	N/A
Social Service Programs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	112	114	127
Social Service Program Participants	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1424	1118	1282
Lending Closet Transactions	N/A	N/A	N/A	N/A	N/A	N/A	N/A	720	736	937
Transportation Division										
One Way Rides Given	N/A	N/A	N/A	N/A	N/A	N/A	N/A	18701	20502	19764
Individuals Served (Unduplicated)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	710	847	740
New Riders	N/A	N/A	N/A	N/A	N/A	N/A	N/A	227	202	229
Unmet Requests for Rides	N/A	N/A	N/A	N/A	N/A	N/A	N/A	189	309	439

N/A - Information not available - ten years will be provided prospectively

Data Source

Various Township departments

**Hanover Township  
Capital Asset Statistics  
Last Ten Fiscal Years**

<u>Fiscal Year</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
General Government										
Building facilities maintained	6.0	6.0	6.0	7.0	7.0	7.0	7.0	8.0	9.0	9.0

Data Source

Township records

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